

AGENDA
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
STUDY SESSION OF THE BOARD OF TRUSTEES
Wednesday, July 22, 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/97340725251>

Dial-In: 1-669-900-9128 – Webinar ID: 973 4072 5251

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 Chancellor’s Office 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 Labor Negotiators
Agency Designated Representative: Mitchell Bailey and Laura Schulkind
Employee Organizations: AFT and CSEA
2. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code, § 54956.9, subd. (d)(2): Two cases
3. Public Employee Appointment/Employment
Title: Vice Chancellor/Chief of Staff
4. Public Employee Performance Evaluation: Review of Goals – Chancellor

5. Employee Discipline, Dismissal, Release

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

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

- 20-7-3A Approval of Personnel Items: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel
- 20-7-4A Approval of the Allocation of Total Compensation and Adoption of New Salary Schedule for Employees in the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 829, Council 57 Bargaining Unit
- 20-7-5A Approval of the Allocation of Total Compensation and Adoption of Salary Schedules for Non-Represented Employees on Salary Schedules 35 (Academic-Classified Exempt Supervisory), 40 (Classified Professional/Supervisor), and 50 (Confidential)

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.

- 20-7-1CA Approval of Budgetary Transfers for the Period Ending May 31, 2020 and Adoption of Resolution 20-13 Authorizing Budget Revisions and Transfers for 2019-20
- 20-7-2CA Acceptance of Gifts by the District

Other Recommendations

- 20-7-101B Approval of 2022-2026 Five-Year Capital Construction Plan
- 20-7-102B Approval of Menlo Park/Cañada College CCCE Collaborative Programming
- 20-7-103B Approval of Memorandum of Understanding with South San Francisco Unified School District Regarding Skyline College Middle College
- 20-7-104B Approval of Memorandum of Understanding with San Mateo Union High School District Regarding Skyline College Middle College

INFORMATION REPORTS

- 20-7-2C Discussion of Board Direction on Revising Standing Meeting Item Relating to Contemporary Conversation Regarding Race, Class, Gender, Privilege and Equity
- 20-7-3C Budget Update in Advance of FY 2020-21 Adopted Budget
- 20-7-4C Update on Effect of Title IX Rule and New Regulations
- 20-7-5C Update on Request for Proposal Process for Operation of the San Mateo Athletic Club in Partnership with the District
- 20-7-6C Update on Crystal Springs Cross Country Course
- 20-7-7C Discussion of Concept of New Board Policy Regarding Solicitation of and Direct Contributions from Contractors and Vendors for Trustee Elections

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



SAN MATEO COUNTY
COMMUNITY
COLLEGE DISTRICT

Cañada College • College of San Mateo • Skyline College

Combined Report of the District Chancellor and College Presidents

Congratulations to the Class of 2020!

21

Number of Bachelor's Degrees being awarded
(for Respiratory Care program at Skyline College)

2,911

Number of Associate Degrees being awarded

1,191

Number of certificates being awarded

15

Age of youngest graduate

76

Age of oldest graduate

198

Number of international students earning degrees
and certificates *(representing 46 different countries)*

104

Number of out-of-state students earning degrees
and certificates

100

Number of Veterans of the U.S. Armed Forces
earning degrees and certificates

110

Number of DACA/Dreamer/AB540 students
earning degrees and certificates

1,494

Number of graduates who are first generation
college students

20

Number of Foster Youth earning degrees and
certificates

1,226

Number of graduates earning academic honors
(cum laude, magna cum laude, summa cum laude)

BOARD REPORT | JULY 22, 2020

Summer 2020 Enrollment Surge

District-wide +28.8%

Summer 2019 - 12,958



Summer 2020 - 16,685



Cañada College +14.9%

Summer 2019 - 3,292



Summer 2020 - 3,784



College of San Mateo +36.8%

Summer 2019 - 4,435



Summer 2020 - 6,069



Skyline College +30.6%

Summer 2019 - 5,231

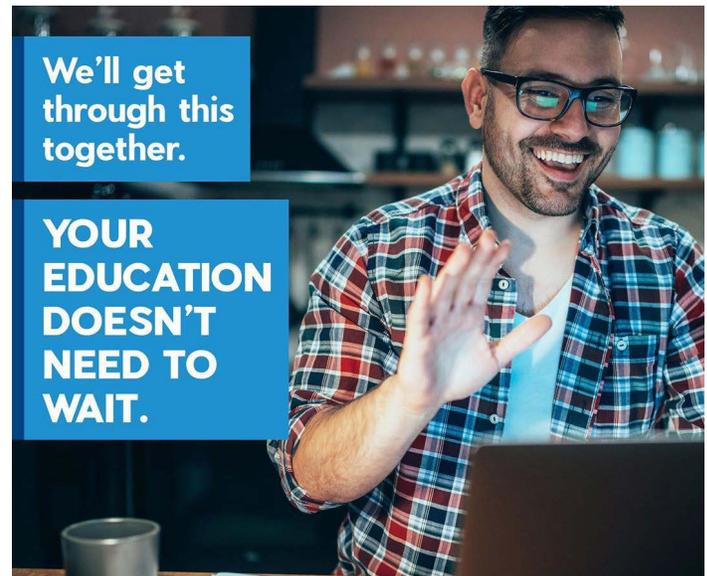


Summer 2020 - 6,832



Legend:  = 1,000 students enrolled

District's "Here for You" Marketing Campaign Grabs Attention Across San Mateo County



The District launched its first integrated marketing campaign in May, with mailings, social media posts and digital advertising reminding people that the colleges are "here for you" to serve community needs during the upheaval of the pandemic. The campaign launched May 15 and has reached millions of San Mateo County residents at home and online. The campaign runs until August 15. To date, the campaign has delivered some impressive results:

- A series of three postcards mailed to all 280,000 households in San Mateo County
- 7 million ads displayed on websites
- 850,000 ads delivered and 5,000 clicks on Facebook and Instagram
- 600,000 ads viewed and 6,600 swipes on Snapchat
- 200,000 ads played on Spotify
- 177,000 views of the 30-second YouTube ad
- 1,500 clicks on Google Adwords
- 14,000 clicks through to the District website

The District's [YouTube ad](https://smccd.edu/hereforyou/) features the voice of Michelle Brown, an associate professor of digital media at CSM. Michelle is a professional voiceover artist who has recorded advertisements for many well-known companies. Visit the campaign website at <https://smccd.edu/hereforyou/>.

BOARD REPORT | JULY 22, 2020

Federal CARES Act Emergency Funding for Students

The Coronavirus Aid, Relief and Economic Security (CARES) Act passed by Congress this spring provided \$5.6 million to the San Mateo County Community College District. While the legislation required a minimum of 50% of the funding to go to students, SMCCCD is directing a full 75% of these funds as direct emergency cash grants to students. SMCCCD students may use the funds for expenses such as food, housing, course materials, technology, healthcare, and childcare. The District is investing the remaining 25% of the funding in faculty and staff professional development and technology needs related to the transition to remote teaching and learning. See funding breakdown below:

	CARES Act Total Allocation	Amount for Direct Student Aid (75% of Total) *	Amount for Other Institutional Crisis Related Expenses (25% of Total)
Canada	\$ 1,098,544	\$ 823,908	\$ 274,636
College of San Mateo	\$ 2,042,860	\$ 1,532,145	\$ 510,715
Skyline	\$ 2,491,971	\$ 1,868,978	\$ 622,993
Total	\$ 5,633,375	\$ 4,225,031	\$ 1,408,344
* Dedicated for emergency financial aid grants to students to help cover expenses related to the disruption of campus operations due to Coronavirus, such as food, housing, course materials, technology, health care, and child-care			

Funds were disbursed to students for the Spring 2020 term, and the college Financial Aid officers are identifying students to receive funds for Fall 2020. The emergency grants are going to students who have Pell grant funding as well as other students identified by Financial Aid offices.

How much in emergency funds are students receiving?

Pell Grant Students

- 6-11 Units: \$800/student
- 12 + Units: \$1,100/student

Non Pell Grant Students

- 6-11 Units: \$500/student
- 12 + Units: \$650/student

Originally, the CARES Act left out some of our most vulnerable student groups such as undocumented students. In June, a United States district court judge issued a preliminary injunction barring the Trump administration from restricting what students could receive the aid.

To help address this gap, the San Mateo County Community College Foundation (SMCCCF) created an Undocumented Student Fund in support of these critical members of our campus communities. The fund made \$150,000 available for emergency scholarships to nearly 500 undocumented students in the District. All undocumented students, regardless of unit load, GPA, or other criteria, were awarded \$322.

To continue to support the Undocumented Student Fund, please give at the [Foundation website](#).



Cañada Students Recognized with Nationwide Film Awards



On June 27, Cañada College students participated in the Campus Movie Fest (CMF) Terminus Film Festival. Terminus is an online celebration of student films where the Golden Tripod Awards, CMF's top honor, are given. Cañada students were among the nominees and winners who were selected from all the films produced as part of CMF's nationwide festival over the last year.

This year, Cañada students Elizabeth Birdwell and Ivy Wooldridge won the Best Animation award for their film "[Hidden](#)." "[Hidden](#)" was also announced during the awards show as a nominee for Best Drama, Walt Disney Studio's Women in Film Award and Best Picture.

Two of the five total nominations in the Animation category included Cañada College students: Elizabeth Birdwell and

Ivy Wooldridge for "[Hidden](#)" and Tabitha Liu for her movie "[Gacha](#)." Both films were named as part of the Top 25 films from hundreds created across the country this year.

In addition, Cañada student Alessandro Riva was nominated in the Cinematography category for his film "[Traveling](#)." The awards were streamed on CMF's Facebook page where the Cañada students watched the awards together via Zoom.

Last Fall, Cañada College hosted an annual event called Campus Movie Fest, which provided the students with the tools to create a film and then submit their films for awards. Cañada College is the only community college in the United States to participate in Campus Movie Fest. Congratulations to our students on their nationwide recognition!

Student Spotlight: Anna Mokkalpati



Anna Mokkalpati is a studious Cañada College Concurrent Enrollment student who is on the pathway to greater academic success at her dream school, Massachusetts Institute of Technology (MIT). Her career ambition is to pursue a future in AI (Artificial Intelligence) and film. Anna

is currently learning about both passions, for her dream would be to find a way to combine both. Her goal is to develop behind-the-scenes technology for cinematography and to advance camera-mounted drones for better aerial shots.

In pursuing this scholastic endeavor, Anna was nervous about joining a competitive college environment while in high school and wondered if she would fit in with her peers. Anna says, "My worries soon passed after meeting the students, professors and faculty. I quickly learned that Cañada College was a welcoming and vibrant community full of opportunities for everyone." Anna appreciates the supportive environment and says, "Professors and peers are always happy to help. These wonderful interactions defined my experience at Cañada College."

BOARD REPORT | JULY 22, 2020

Anna is grateful for Cañada's support throughout her college journey and thanks the College for giving her the opportunity to not only enrich her high school education as a Concurrent Enrollment student, but to also explore leadership as Co-President of Cañada's Phi Theta Kappa (PTK) honors chapter. Anna says, "I was able to partake in valuable learning experiences such as conducting honors research and serving my community." Anna is involved as Co-President of Cañada's PTK chapter, Beta Zeta Nu. Anna says, "Our chapter conducts research and community projects. We recently placed in the top five nationally!"

Anna attributes her success to Professor Roscelli and Professor Hall, her advisors from PTK. Anna says, "They both fed my academic hunger and supported me throughout my educational journey." Anna also thanks, "Professor Tong for inspiring me to pursue mathematics outside the classroom through honors research and job opportunities." Anna advises Concurrent Enrollment students with similar goals to, "Enjoy Cañada College, for it is a place of opportunity and growth! Cañada has great varied resources like tutoring and health services, so never be afraid to ask for help."

Anna says her education at Cañada College helped her to gain admission into her dream school, MIT, where she will be majoring in Computer Science in the Fall.

Cañada College Launches Essential Water Treatment and Distribution Program



Cañada College has launched a new Water Treatment and Distribution Program through the Community, Continuing, and Corporate Education division at San Mateo County Community College District. This program is being sponsored by California Water Service (Cal Water), the largest regulated water utility in the state.

The new program at Cañada College presents a direct opportunity for students to earn their Grade 2 Water Treatment and/or Distribution License through a 16-week preparation course for the California State Water T2 and D2 examinations. Water workers are considered essential workers.

Cal Water will sponsor 30 students to enroll in the Water Treatment and Distribution Program. Through the donation, students will have their tuition and books covered. Students need a high school diploma (or GED diploma), must complete a 36-hour water board-approved course, and receive a passing grade on the California State T2 or D2 examinations to be eligible for many water-industry employment opportunities.

"Water is what gives us life; we use water in everything from agriculture, forestry, inland fisheries, mining and resource extraction, power generation, water supply and sanitation, manufacturing, food, pharmaceuticals, and textiles," said Cañada College Director of Workforce Development Julian Branch. "We are proud to partner with Cal Water to train students who are looking to start a new career and be classified as an essential worker."

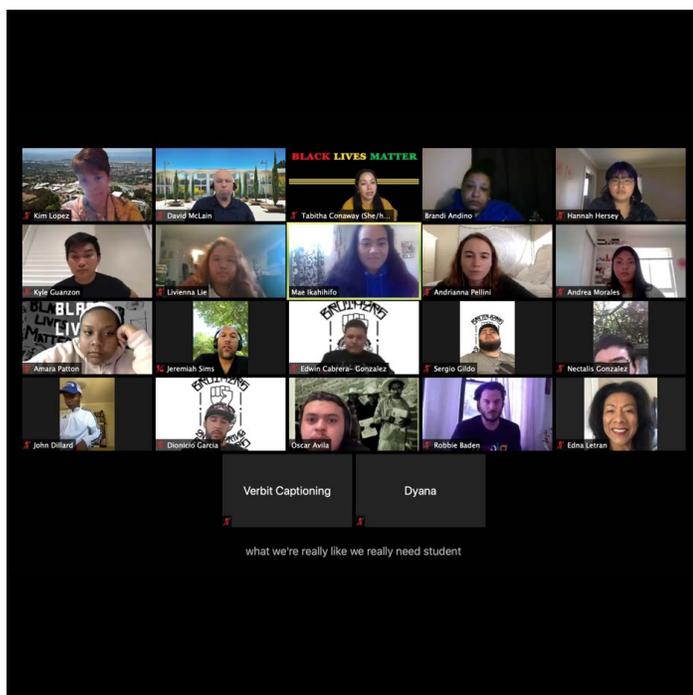
"Certification is key to entering many positions in the water industry," said Cal Water's Vice President of Human Resources Ron Webb. "That is why it is important as a leader in the water industry to invest in the education system and help provide potential workers with the training they need to become effective water system operators. We are pleased to partner with Cañada College to help make this program feasible for those who will be part of the future workforce."

Due to the coronavirus pandemic, this program will be offered completely online. Students will join the professor via Zoom every Wednesday from 6 to 8 p.m. to learn the material for that week. Dr. John Rowe, a former water treatment and distribution professor from Sacramento State University, will teach this course. Dr. Rowe will allow flexible "office hours" to enable students to fit this program into their schedules.

For more information visit: [Water Treatment and Distribution course](#).

College of San Mateo

CSM Students Speak Truth to Power



On Thursday, July 9, CSM students convened virtually in a first student-centered conversation on racial inequity. With almost 100 participants and 14 student panelists, this was a critical opportunity for CSM’s administration and employees to hear directly from students on the myriad of challenges—academic, racial, emotional, and physical—they’ve been facing. To encourage open sharing among the students, the event was not recorded.

Interspersed in the panel were also some faculty and staff, who took turns asking the students questions. A bit intimidated at first, the students quickly began opening up about their experiences and thoughts, culminating in a list of 19 student requests to College administration.

This list is currently being shared throughout the College and with our students to begin action on the requests.

CSM Hosts Two Recent Forums to Discuss the Obligation Gap at CSM



Building on the efforts of the co-authors behind the book *Minding the Obligation Gap* and the summer webinar series by the same name, CSM recently hosted two forums that brought the obligation gap teachings closer to home.

Minding the Obligation Gap at CSM: An Opportunity for Reflection and Discussion

The first event took place on Wednesday, June 24 and drew approximately 80 participants to review, reflect, and discuss the first three sessions of the “Minding the Obligation Gap” series. The event was not recorded to encourage open and honest discussions.

Following an introduction by Acting President Kim Lopez, opening statements were made by panelists Dr. Jeremiah Sims, director of student equity; Dr. Tabitha Conaway, interim dean of enrollment services and support programs; and Jeremy Wallace, English professor.

Dr. Sims followed with a presentation that defined the obligation gap and how it differs from the achievement gap, identified ways to work towards educational equity, and advocated for community colleges to function as disruptive technologies. He finished the presentation by sharing an IMPACT Equity Evaluation Grid, a tool that individuals and departments can use to assess their operations through an equity lens.

Minding the Obligation Gap: Charting Our Way Forward with CSM Leadership

The second event occurred on Wednesday, July 15, one day after the conclusion of the “Minding the Obligation Gap” webinar series. This event, titled “Charting Our Way Forward with CSM Leadership,” drew about 60 participants. Moderated by Acting President Kim Lopez, the event featured 13 panelists from various levels of leadership at CSM, including Academic and Classified Senate presidents, directors, deans, and vice presidents.

Minding the Obligation Gap co-authors Dr. Tabitha Conaway and Jeramy Wallace began by sharing a recap of the five-part summer series and some key takeaways. From there, three questions were posed to the panel of leaders which included the following:

- What have been some of the key takeaways for you personally and how do you see them influencing your work as a leader at CSM?
- How can we ensure that our implementation of state initiatives are governed by an antiracist lens?
- Over the past six weeks we have had many staff, faculty and administrators respond swiftly to our State Chancellor’s Call to Action. Can you share with us what your department/division has done to answer this call?

The responses shed light on the thoughts and feelings of CSM’s leaders as they work toward confronting structural racism in their spheres of influence. The event concluded with Acting President Lopez sharing four steps as part of a collegewide call to action. These steps will be shared, discussed, and refined with the campus community to create a plan titled “A Call to Action: CSM Takes a Stand Against Racism.”

Catch up on the Minding the Obligation Gap Summer Learning Series

- [Watch Part 1](#): Defining the Obligation Gap: Intro and the Central Role of Leadership
- [Watch Part 2](#): Obligation Gap and Programming
- [Watch Part 3](#): Discussing the Pedagogy Gap
- [Watch Part 4](#): Critical Race Theory and Faculty Governance and Leadership
- [Watch Part 5](#): Time for Some Action

CSM Begins Antiracism Inquiry for Action



CSM has begun administering a series of three surveys designed to gather data on racism that will facilitate antiracism discussions and audits across the campus. The surveys will also help assess, identify, and build future professional development opportunities for staff, faculty, and administration. The surveys include:

1. **Anti-racism climate survey for all CSM Faculty Staff and Administrators:** In early July, CSM administered the first anti-racism climate survey to over 1,000 faculty, staff and administrators. Results will lead to focused discussions to for further inquiry and growth.
2. **Faulty Survey around Curriculum and Instruction:** In fall, a faculty survey designed in collaboration with the Academic Senate will delve deeper into our curriculum, instruction, and professional development needs.
3. **Student antiracism survey:** A student survey that will assess the student experience of racism on campus. This will be designed and administered in conjunction with the Associated Students of CSM (ASCSM).

All surveys, discussions, audits, and actions for antiracism and equity will have oversight in our Education Master Plan. The oversight of this plan implementation is a collaboration among college leadership and senates reporting to the Institutional Planning Committee in fall and spring.



Dr. Carla Grandy Named Dean of the Science, Technology, Engineering & Math Division



Dr. Carla Grandy has been named Dean of the Science, Technology, Engineering & Math division (formerly known as Science/Math/Technology).

Dr. Grandy began her tenure at Skyline College as a full-time faculty member in the Earth Science Department in fall 2014 and most recently led the college redesign team as the Director of Guided Pathways and Comprehensive Redesign. Under her leadership, the College has developed successful initiatives to further student success and engagement including:

- Development of the Student Success Team model to provide equitable support to students by connecting them to resources and helping to build community within the meta majors
- Introduction of ePortfolio across programs and disciplines to highlight students work and help them to connect to their learning both inside and outside of the classroom

- Implementation of GE courses contextualized to the interdisciplinary theme of sustainability
- Consolidated schedules for incoming promise scholars students as a model for guided pathways
- Identification of skills needed for students to succeed in their field and opportunities to develop them on campus

As faculty, Carla coordinated the sustainability work on campus as well as served as faculty advisor for the Energize Colleges Program and Environmental Club. Carla served as a faculty co-lead for the Comprehensive College Redesign since spring 2017 and as a member of the Design Team since its inception. Additionally, Carla has worked at the statewide level to assist other colleges across the state as they work to implement Meta Majors and Guided Pathways on their campuses through the California Community College System’s Institutional Effectiveness Partnership Initiative.

Prior to joining the faculty at Skyline College, Carla was Earth Science faculty at City College of San Francisco and worked as a Hydrologist and Coastal Specialist in the Environmental Field.

Carla has a B.S. in Environmental Geology from Texas Christian University, a M.S. in Oceanography from Oregon State University, and a PhD in Earth Science from the University of California, Santa Cruz.

Skyline College SEED Committee Drafts Letter Addressing Racial Injustice

Dear Skyline College students & community,

We are furious about George Floyd’s murder. For some of us, the fury is new, for others, it has been with us our entire lives. Intergenerational trauma has been passed down through Black communities since the beginning of American history—from slavery to segregation to mass incarceration—and in all those moments, it has been accompanied and exacerbated by racist laws and racist law enforcement. For too long this systemic oppression has been accepted & normalized throughout society and even within our communities.

BOARD REPORT | JULY 22, 2020

Here are some thoughts we hope provide some sort of comfort, or source of contemplation, or dialogue:

It is our responsibility to understand...

Many of us live this pain. It is an inter-generational trauma, systemically perpetrated over the course of 400 years, and currently being expressed by a wider community because of a now deepened awareness that the social contract has not been applied equally for all.

We can judge...

If the founding ideals of this country is rooted in a system for, by, and of the people, then we can judge:

- the behavior, policies, and actions of the institutions that make up the system.
- the police for their behavior because they are supposed to serve as a human resource, paid for by the people to serve, not harass, intimidate, and kill certain groups of people.
- the reaction of our government to these killings of black & brown folk.

If the foundational ideals of this country are based on a "self-evident truth that all men are created equal" then we have a responsibility to judge the system when it is not upholding them

If the country's identity rests on the belief in life, liberty, and pursuit of happiness, and we live in a system that disproportionately robs certain racial groups of life, actively patrols, profiles, and incarcerates them to rob them of their liberty and peace of mind through practices rooted in inequality, then we can judge the system.

The contradictions between the ideals and realities of this country need to be judged, but not the pain and suffering of people who have been unjustly made the target of the system. Rather than judge, we must love, respect, and listen to them when they communicate, and most importantly resolve the contradiction in order to resolve the source of the pain.

We cannot get distracted...

Every time someone brings up "violence" or "looting," we have to bring it back to what causes the "violence" and "looting"--in this case, excessive force and police brutality rooted in a history of white supremacy and dominance. If we resolve the cause, then we resolve the symptom. The actions are symptomatic of a larger disease--the system of white superiority. If you have an ear infection that causes headaches, what do you need to deal with, the headache or the infection?

Those that benefit from a system of capitalist white supremacy want you to lose focus of the cause of the pain and trauma by focusing on its expression. However, we must focus on the cause rather than the symptom.

We feel hopeful...

Our students are communicating with us and that gives us hope. The fact that the entire country is talking about this is a sign of hope. When the abolitionists were able to make slavery a national conversation, change started to happen, eventually leading to the civil war and the ratification of the 13th, 14th, and 15th amendments. It was when the civil rights movement--with its various organizing activities that ranged from demonstrations and marches, to sit-ins and boycotts--were able to make segregation a national discussion, that change took place in the form of the Civil Rights Act of 1964, Voter Rights Act of 1965, and Fair Housing Act of 1968.

In previous police shootings, we have seen people grow more aware, with some small changes and reforms resulting. Though police brutality keeps happening, change has come out of each one of these tragic moments because people like you increasingly cannot live with the tragedy, trauma, and contradiction between the ideals and reality of the American system.

In memory of George Floyd, Tony McDade, Breonna Taylor, Ahmaud Arbery, Oscar Grant, Michael Brown, Philando Castile, Amadou Diallo, Trayvon Martin, Sandra Bland, Nia Wilson, Tamir Rice, Walter Scott, Alex Nieto, Amilcar Perez-Lopez, Luis Demetrio Góngora Pat, Mario Woods, Jessica Williams and all the others

BOARD REPORT | JULY 22, 2020

that have been victim to some form of white dominance and superiority we have to:

- continue learning about the world we live in and how we can impact it. This will take time, patience, creativity, imagination and teamwork.
- remain informed, focused, and diligent in caring, especially for those who are suffering.
- be the counter-narrative when we hear people defend the actions rooted in a system of white supremacy and/or demean and disrespect the pain of those victimized by white supremacy.
- actively participate in organizing or support the organizing others are doing.
- always do what we do from a space of love and empathy. Rooting our justifiable anger in hope and love will get us to the place we need to get to.

This is a call to consciousness, a call to care—for ourselves & each other. We are in this together...

With heavy hearts filled with pain, yet also hope & love,
~*Your Skyline College allies*

Eighteen Trojans Named to Academic All-State Team for Fall Sports

Eighteen Skyline College Student Athletes have been named to the California Community College Athletic Association (CCCAA) Academic All-State Team for Fall 2020. The student-athletes are:

- Fernanda Xitlali Garcia, Celeste Henry, Genevieve McVanner Rogers and Mooly Mook for Women's Soccer
- Jake Cardinale, Davidson Iriabho Okugbe and Alejandro Verdin for Men's Soccer
- Janice Luong and Daphne Mursalin for Women's Volleyball
- Nicole Brunicardi, Emilia Dougherty, Valeria Martinez and Ani Uikilifi for Women's Basketball
- David Avak, Noah Haynesworth, Walter Lum, Callum Spurlock and Colby Vazquez for Men's Basketball
-

The criteria for nomination are:

1. Participation in an intercollegiate sport during Fall 2019 or earlier
2. Successfully completing 24 or more units starting with their first participation through Spring 2020.
3. Achieving a cumulative GPA of 3.5 or higher for all units attempted from their first participation through Spring 2020.

Students nominated are automatically selected to the All-State Team once the CCCAA confirms that all the criteria have been met. Congratulations to these deserving students on their wonderful accomplishments both in the classroom and on the court, field and mat

Disability Resource Center becomes the Educational Access Center



The Disability Resource Center (DRC) is now the Educational Access Center (EAC). The new name reflects the center's commitment to providing access to educational opportunities for students with disabilities while expanding some support offerings to the wider campus community.

The EAC will continue to provide the following services and supports to students with documented disabilities:

- Academic accommodation/adjustments and auxiliary aids in accordance with state and federal laws
- Academic counseling
- Assistive technology assessments, software and equipment loans
- Alternate Media
- Priority registration
- One-on-one math and chemistry tutoring
- One-on-one academic support and coaching

BOARD REPORT | JULY 22, 2020

All students, regardless of disability status will have access to:

- EDAC classes - these courses are designed to support student learning and strengthening academic skills
- EDAC 828 - Tech Tools for Writing
- EDAC 830 - Into to Assistive Computer Tech
- EDAC 831 - Tech Tools for Reading
- EDAC 832 - Tech Tools for Note Taking
- EDAC 823/824 - Fundamentals of Writing Skills
- EDAC 840 - Success Strategies for Math
- Educational technology - EAC has a variety of educational technology available to support student learning (made possible by the President's Innovation Fund grant).
- Learning Disability eligibility assessment

Any student who might benefit from EAC services, should be referred to the application for services. Students already receiving services through the DRC, do not need to reapply for services.

BOARD REPORT NO. 20-7-3A

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

Matais Pouncil	Interim Dean of Enrollment Services And Support Programs	Enrollment Services
-----------------------	---	---------------------

New interim administrative assignment (Grade AD of the Management Salary Schedule 20; Salary Range: \$162,108 - \$205,980), effective July 23, 2020. This position was previously Board approved on June 10, 2020.

Skyline College

Ernesto Hernandez	Interim Director of Guided Pathways and Comprehensive Redesign (Grant Funded)	Student Equity and Support
--------------------------	--	----------------------------

Reassigned from Program Services Coordinator (Grade 27 of the Classified Salary Schedule 60; Salary Range: \$62,868 - \$80,220) into this interim academic supervisory assignment (Grade 192E of the Academic-Classified Exempt Supervisory Salary Schedule 35; Salary Range: \$117,228 - \$148,464), effective August 10, 2020, replacing Carla Grandy who was reassigned.

B. PUBLIC EMPLOYMENT

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

District Office

Vincent Garcia*	Emergency Management Coordinator - NP	Public Safety
------------------------	---------------------------------------	---------------

New full-time, 12-month classified employment (Grade 30A of the Classified Salary Schedule 60; Salary Range: \$68,508 - \$87,396), effective July 23, 2020. The position was previously Board approved on January 22, 2020.

Skyline College

Andrea Fuentes

Instructional Designer

Academic Support
& Learning Technologies

New Contract I status academic employment, effective August 17, 2020. Position was previously vacant.

2. Re-Employment

None

C. REASSIGNMENT THROUGH THE HIRING PROCESS

None

D. TRANSFER/ADMINISTRATIVE REASSIGNMENT

District Office

Eduardo Gonzalez

Custodian

Facilities

Reassigned from a Lead Custodian (Grade CC of the Buildings and Grounds Salary Schedule 70; Salary Range: \$54,252 - \$67,440) into this full-time, 12-month position at Grade AA of the same salary schedule (Salary Range: \$48,672 - \$60,336), effective August 1, 2020.

E. CHANGES IN STAFF ALLOCATION

None

F. PHASE-IN RETIREMENT

None

G. LEAVE OF ABSENCE

None

H. PUBLIC EMPLOYEE RETIREMENT AND RESIGNATION

1. Retirement

None

2. Post-Retirement

None

3. Resignation

None

I. ESTABLISHMENT OF EQUIVALENCY TO MINIMUM QUALIFICATIONS**Skyline College****Gary Ferguson**

Dance

Kinesiology, Athletics, Dance

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 Dance 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>
District Office	Auxiliary & Community Services	10	07/23/2020	06/30/2021	Professional Expert: Consultant (Non-Instructional) These positions are needed for Corporate Education.
District Office	Auxiliary & Community Services	15	07/23/2020	06/30/2021	Professional Expert: Community Services Instructor/Short Course (Teacher) Instructor These positions will instruct not-for-credit, personal and professional enrichment courses taught on a wide variety of topics at SMCCCD, as well as out in the community. Per contractual agreement between CCCE and business and industry customers, instruct and set up activities and develop curriculum or activities within the focus of the program(s). Independently prepare lesson plans and class/program materials, records of attendance and other related duties.
District Office	Auxiliary & Community Services	15	07/01/2020	06/30/2021	Professional Expert: Contract Education Instructor (not-for-credit) These positions will assist with the Silicon Valley Intensive English Program (SVIEP).

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>
District Office	Auxiliary & Community Services	3	07/23/2020	12/31/2020	Office Assistant I: <i>Previously Requested Position</i>

					This position will assist Corporate Education, Human Services Agency (HSA) of San Mateo County, and Cañada College credit project.
--	--	--	--	--	--

BOARD REPORT NO. 20-7-4A

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: David Feune, Director, Human Resources, (650) 358-6775

**APPROVAL OF THE ALLOCATION OF TOTAL COMPENSATION AND ADOPTION OF
NEW SALARY SCHEDULE FOR EMPLOYEES IN THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, LOCAL 829,
COUNCIL 57 BARGAINING UNIT**

It is the time of year when employee compensation adjustments are presented for Board consideration. Per the District's total compensation formula, the District's employee groups are notified of their respective available funds to collectively allocate within their group. Per the AFSCME's group (Salary Schedule 70), compensation amount for fiscal year 2020-2021 is in accordance with the "total compensation" formula in the collective bargaining agreement effective July 1, 2019 through June 30, 2022.

AFSCME has decided to allocate the available compensation to salary and employer-paid medical premium cap resulting in: (1) an increase in the employer-paid medical premium cap by \$50.00 for the single party plan, \$166.00 for the two party plan, and \$209.00 for the family plan, and (2) the remaining available funds allocated to salary resulting in a 3.98% increase.

The allocation of available compensation to AFSCME-represented employees, as listed above, is recommended to the Board of Trustees for approval.

RECOMMENDATION

It is recommended that the Board of Trustees approve the allocation of available compensation as indicated above for the American Federation of State, County and Municipal Employees, AFL-CIO, Local 829, Council 57 (AFSCME) and adopt the attached salary schedule.

San Mateo County Community College District
Buildings and Grounds Salary Schedule (70)
Effective Date: 01-JUL-2020

GRADE STEP		1	2	3	4	5	6	
AA	Ann	50604.00	52584.00	54912.00	57396.00	59760.00	62736.00	
	Mon	4217.00	4382.00	4576.00	4783.00	4980.00	5228.00	
	Daily	194.63	202.24	211.20	220.75	229.84	241.29	
	Hrly	25.95	26.97	28.16	29.43	30.65	32.17	
	Sw M	4427.85	4601.10	4804.80	5022.15	5229.00	5489.40	
	Sw D	204.36	212.36	221.76	231.79	241.33	253.35	
	Sw H	27.25	28.31	29.57	30.91	32.18	33.78	
	Gr M	4638.70	4820.20	5033.60	5261.30	5478.00	5750.80	
	Gr D	214.09	222.47	232.32	242.83	252.83	265.42	
	Gr H	28.55	29.66	30.98	32.38	33.71	35.39	
	C7001	Custodian						
	<hr/>							
	BA	Ann	53820.00	56064.00	58500.00	61044.00	63780.00	66972.00
Mon		4485.00	4672.00	4875.00	5087.00	5315.00	5581.00	
Daily		207.00	215.63	225.00	234.78	245.30	257.58	
Hrly		27.60	28.75	30.00	31.30	32.71	34.34	
C7004		Groundskeeper						
<hr/>								
BB	Ann	54360.00	56556.00	59016.00	61584.00	64356.00	67596.00	
	Mon	4530.00	4713.00	4918.00	5132.00	5363.00	5633.00	
	Daily	209.07	217.52	226.98	236.86	247.52	259.98	
	Hrly	27.88	29.00	30.26	31.58	33.00	34.66	
	Sw M	4756.50	4948.65	5163.90	5388.60	5631.15	5914.65	
	Sw D	219.53	228.40	238.33	248.70	259.90	272.98	
	Sw H	29.27	30.45	31.78	33.16	34.65	36.40	
	Gr M	4983.00	5184.30	5409.80	5645.20	5899.30	6196.30	
	Gr D	229.98	239.27	249.68	260.54	272.27	285.98	
	Gr H	30.66	31.90	33.29	34.74	36.30	38.13	

San Mateo County Community College District
Buildings and Grounds Salary Schedule (70)
Effective Date: 01-JUL-2020

GRADE STEP		1	2	3	4	5	6	
BC	Ann	54504.00	56724.00	59232.00	61872.00	64416.00	67656.00	
	Mon	4542.00	4727.00	4936.00	5156.00	5368.00	5638.00	
	Daily	209.63	218.17	227.81	237.97	247.75	260.21	
	Hrly	27.95	29.09	30.38	31.73	33.03	34.70	
CC	Ann	56412.00	58728.00	61224.00	63924.00	66780.00	70128.00	
	Mon	4701.00	4894.00	5102.00	5327.00	5565.00	5844.00	
	Daily	216.97	225.87	235.47	245.86	256.84	269.72	
	Hrly	28.93	30.12	31.40	32.78	34.25	35.96	
	Sw M	4936.05	5138.70	5357.10	5593.35	5843.25	6136.20	
	Sw D	227.81	237.17	247.25	258.15	269.68	283.20	
	Sw H	30.38	31.62	32.97	34.42	35.96	37.76	
	Gr M	5171.10	5383.40	5612.20	5859.70	6121.50	6428.40	
	Gr D	238.66	248.46	259.02	270.44	282.53	296.69	
	Gr H	31.82	33.13	34.54	36.06	37.67	39.56	
	C7025	Lead Custodian						
	CD	Ann	57996.00	60372.00	63012.00	65784.00	68712.00	72132.00
Mon		4833.00	5031.00	5251.00	5482.00	5726.00	6011.00	
Daily		223.06	232.20	242.35	253.01	264.27	277.43	
Hrly		29.74	30.96	32.31	33.74	35.24	36.99	
DD	Ann	61908.00	64440.00	67224.00	70152.00	73284.00	76944.00	
	Mon	5159.00	5370.00	5602.00	5846.00	6107.00	6412.00	
	Daily	238.10	247.84	258.55	269.81	281.86	295.93	
	Hrly	31.75	33.05	34.47	35.98	37.58	39.46	
C7023	Utility Engineer							
EE	Ann	69396.00	72924.00	76524.00	80388.00	84456.00	88668.00	
	Mon	5783.00	6077.00	6377.00	6699.00	7038.00	7389.00	
	Daily	266.90	280.47	294.32	309.18	324.83	341.03	
	Hrly	35.59	37.40	39.24	41.22	43.31	45.47	

San Mateo County Community College District
Buildings and Grounds Salary Schedule (70)
Effective Date: 01-JUL-2020

GRADE STEP		1	2	3	4	5	6
FF	Ann	73380.00	76320.00	79248.00	82488.00	85812.00	90096.00
	Mon	6115.00	6360.00	6604.00	6874.00	7151.00	7508.00
	Daily	282.23	293.53	304.80	317.26	330.04	346.52
	Hrly	37.63	39.14	40.64	42.30	44.01	46.20
C7013	Maintenance Engineer						
C7008	Lead Groundskeeper						
<hr/>							
GG	Ann	75288.00	78660.00	82116.00	85908.00	89784.00	94284.00
	Mon	6274.00	6555.00	6843.00	7159.00	7482.00	7857.00
	Daily	289.56	302.53	315.83	330.41	345.32	362.63
	Hrly	38.61	40.34	42.11	44.06	46.04	48.35
C7026	Project Engineer						
<hr/>							
HH	Ann	77160.00	81012.00	85056.00	89316.00	93828.00	98532.00
	Mon	6430.00	6751.00	7088.00	7443.00	7819.00	8211.00
	Daily	296.76	311.58	327.13	343.52	360.87	378.96
	Hrly	39.57	41.54	43.62	45.80	48.12	50.53
C7014	Senior Maintenance Engineer						
C7027	Systems Engineer						
<hr/>							
II	Ann	84900.00	89064.00	93516.00	98220.00	103212.00	108384.00
	Mon	7075.00	7422.00	7793.00	8185.00	8601.00	9032.00
	Daily	326.53	342.55	359.67	377.76	396.96	416.86
	Hrly	43.54	45.67	47.96	50.37	52.93	55.58
C7024	Chief Engineer						
<hr/>							

BOARD REPORT 20-7-5A

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

APPROVAL OF THE ALLOCATION OF TOTAL COMPENSATION AND ADOPTION OF SALARY SCHEDULES FOR NON-REPRESENTED EMPLOYEES ON SALARY SCHEDULES 35 (ACADEMIC-CLASSIFIED EXEMPT SUPERVISORY), 40 (CLASSIFIED PROFESSIONAL/SUPERVISOR), AND 50 (CONFIDENTIAL)

It is the time of year when employee compensation adjustments are presented for Board consideration. Per the District's total compensation formula, the District's employee groups are notified of their respective available funds to collectively allocate within their group. The non-represented employees, including Academic Supervisors (Salary Schedule 35), Classified Supervisors (Exempt) (Salary Schedule 35), Classified Professionals/Supervisors (non-exempt) employees (Salary Schedule 40), and Classified Confidential employees (Salary Schedule 50) receive a compensation amount for fiscal year 2020-2021 according to the same total compensation formula offered to other employee groups.

Non-represented employees were consulted (via a survey) to determine how they collectively wanted to allocate the available compensation funds for their group. The group determined that they wanted to (1) increase the employer-paid medical premium cap by \$150 for the single party plan, \$300 for the two party plan, and \$450 for the family plan, and (2) apply the remaining available funds to salary resulting in a 4.66% increase.

The allocation of available compensation to the non-represented employees listed above is recommended to the Board of Trustees for approval. This recommendation does not include administrators on Salary Schedule 10 (Executives) or Salary Schedule 20 (Management).

RECOMMENDATION

It is recommended that the Board of Trustees approve the allocation of available compensation for the following non-represented employees and adopt the attached salary schedules for: Academic Supervisors (Salary Schedule 35), Classified Supervisors (Exempt) (both on Salary Schedule 35), Classified Professionals/Supervisors (non-exempt) employees (Salary Schedule 40), and Classified Confidential employees (Salary Schedule 50) as described above and adopt the attached salary schedules.

**San Mateo County Community College District
Academic-Classified Exempt Supervisory Schedule (35)
Effective Date: 01-JUL-2020**

GRADE STEP		1	2	3	4	5	6	7	8	9
180E	Ann	87300.00	89916.00	92616.00	95376.00	98268.00	101208.00	104232.00	107340.00	110580.00
	Mon	7275.00	7493.00	7718.00	7948.00	8189.00	8434.00	8686.00	8945.00	9215.00
C4021	Student Life and Leadership Manager									
C4144	Operations Manager, Community, Continuing and Corporate Education									
C4103	Alumni Manager									
C4142	Donor Relations Manager									
C4147	Program Manager, Intensive English									
<hr/>										
185E	Ann	100380.00	103392.00	106500.00	109704.00	112992.00	116376.00	119868.00	123456.00	127176.00
	Mon	8365.00	8616.00	8875.00	9142.00	9416.00	9698.00	9989.00	10288.00	10598.00
C6215	Emergency Preparedness Manager									

**San Mateo County Community College District
Academic-Classified Exempt Supervisory Schedule (35)
Effective Date: 01-JUL-2020**

GRADE STEP		1	2	3	4	5	6	7	8	9
189E	Ann	105696.00	108876.00	112152.00	115500.00	118968.00	122520.00	126204.00	129984.00	133884.00
	Mon	8808.00	9073.00	9346.00	9625.00	9914.00	10210.00	10517.00	10832.00	11157.00
C4013	Bookstore Manager									
C4014	Registrar									
C4039	Supervisor of Custodial Operations									
C4106	College International Student Program Manager									
C4107	Learning Center Manager									
C4113	Construction Procurement, Risk and Contract Manager (Measure H)									
C4075	Project Manager I (Measure H)									
C4118	IT Construction Project Manager (Measure H)									
C4124	Foundation Development Manager									
C4139	Student Crisis Support Manager									
<hr/>										
190E	Ann	111264.00	114588.00	118020.00	121572.00	125220.00	128988.00	132864.00	136836.00	140928.00
	Mon	9272.00	9549.00	9835.00	10131.00	10435.00	10749.00	11072.00	11403.00	11744.00
C4007	Accountant									
C4083	Public Safety Captain									
C4115	Capital Projects Operations Manager									
C4122	Energy and Sustainability Manager									
F3021	Director of Retail, Hospitality, and Tourism Center									
F3022	Director of Center for International Trade Development									
C4020	Foundation Business Manager									
C4143	Kinesiology Program Director									

**San Mateo County Community College District
Academic-Classified Exempt Supervisory Schedule (35)
Effective Date: 01-JUL-2020**

GRADE STEP		1	2	3	4	5	6	7	8	9
191E	Ann	116808.00	120312.00	123948.00	127656.00	131496.00	135420.00	139464.00	143676.00	147984.00
	Mon	9734.00	10026.00	10329.00	10638.00	10958.00	11285.00	11622.00	11973.00	12332.00
C4038	Director of Technology (KCSM)									
C4098	Radio Station Manager									
C4121	Project Manager II (Measure H)									
<hr/>										
192E	Ann	122688.00	126348.00	130128.00	134040.00	138036.00	142200.00	146472.00	150864.00	155388.00
	Mon	10224.00	10529.00	10844.00	11170.00	11503.00	11850.00	12206.00	12572.00	12949.00
C4052	Director of Financial Aid Services									
C4057	College Business Officer									
C4064	Compensation and Benefits Manager									
C4068	Payroll Manager									
C4094	Facilities and Public Safety Business Manager									
C4097	Compliance Officer									
C4112	Director of SparkPoint									
F3004	Director of Extended Opportunity Programs and Services									
F3006	Director of Library Services									
F3009	Director of Student Development									
F3011	Director of Learning Center									
F3014	Director of Disabled Student Program Services									
F3015	Director of Student Support									
F3016	Director of SparkPoint and Career Services									
F3019	Director of Special International Programs									
F3025	Director of Professional Development and Innovation									
F3028	Director of Post-Secondary Success and the University Center									
F3029	Director of Promise Scholars Program									
F3034	Director of Guided and Transition Pathways									
F3033	Director of Career Education									
F3026	Director of Workforce Development									
F3035	Director of Guided Pathways and Comprehensive Redesign									

**San Mateo County Community College District
Academic-Classified Exempt Supervisory Schedule (35)
Effective Date: 01-JUL-2020**

GRADE STEP		1	2	3	4	5	6	7	8	9
193E	Ann	135240.00	139308.00	143460.00	147780.00	152220.00	156780.00	161484.00	166320.00	171324.00
	Mon	11270.00	11609.00	11955.00	12315.00	12685.00	13065.00	13457.00	13860.00	14277.00
F3008	Director of Middle College									
C4070	Facilities Manager									
C4096	Director of International Education									
C4127	Director of Foundation Development									
F3007	Director of Health Services									
F3010	Director of Nursing									
F3017	Director of Center International & University Studies									
F3020	Director of Respiratory Therapy									
F3023	Director of Learning Commons									
FT008	Director of Student Equity									
F3030	Director of High School Transition and Dual Enrollment									
F3031	Director of Wellness Center									
C4137	Director of Districtwide Research and Institutional Effectiveness									
C5016	Director of Policy, Training & Compliance									
F3036	Director of Strategic Initiatives and Planning									
F3038	Director of Planning, Kinesiology and Wellness									
<hr/>										
194E	Ann	142008.00	146256.00	150660.00	155172.00	159828.00	164616.00	169548.00	174636.00	179868.00
	Mon	11834.00	12188.00	12555.00	12931.00	13319.00	13718.00	14129.00	14553.00	14989.00
C4059	Director of Community Relations and Marketing									

**San Mateo County Community College District
Academic-Classified Exempt Supervisory Schedule (35)
Effective Date: 01-JUL-2020**

GRADE STEP		1	2	3	4	5	6	7	8	9
195E	Ann	149112.00	153552.00	158184.00	162936.00	167820.00	172848.00	177996.00	183360.00	188856.00
	Mon	12426.00	12796.00	13182.00	13578.00	13985.00	14404.00	14833.00	15280.00	15738.00
C4140	Director of IT Support Services									
<hr/>										
196E	Ann	156528.00	161244.00	166092.00	171048.00	176220.00	181464.00	186948.00	192540.00	198312.00
	Mon	13044.00	13437.00	13841.00	14254.00	14685.00	15122.00	15579.00	16045.00	16526.00
C4066	District Budget Officer									
C4067	Controller									
C4082	Public Safety Director/Chief									
C4138	Finance and Operations Manager									
<hr/>										
197E	Ann	164376.00	169308.00	174396.00	179604.00	184992.00	190560.00	196284.00	202152.00	208236.00
	Mon	13698.00	14109.00	14533.00	14967.00	15416.00	15880.00	16357.00	16846.00	17353.00
C4129	Executive Director of Community, Continuing & Corporate Education									
C4146	Customer Relations Management Director CRM									
<hr/>										
200E	Ann	177984.00	183336.00	188832.00	194496.00	200328.00	206340.00	212544.00	218904.00	225492.00
	Mon	14832.00	15278.00	15736.00	16208.00	16694.00	17195.00	17712.00	18242.00	18791.00
C4129	Executive Director of the Equity Institute									

San Mateo County Community College District
Classified Prof/Supv Salary Schedule (40)
Effective Date: 01-JUL-2020

GRADE STEP		1	2	3	4	5	6
150S	Ann	53340.00	55932.00	58680.00	61800.00	64932.00	68160.00
	Mon	4445.00	4661.00	4890.00	5150.00	5411.00	5680.00
	Hrly	27.35	28.68	30.09	31.69	33.30	34.95
152S	Ann	54672.00	57228.00	60156.00	63132.00	66384.00	69708.00
	Mon	4556.00	4769.00	5013.00	5261.00	5532.00	5809.00
	Hrly	28.04	29.35	30.85	32.38	34.04	35.75
155S	Ann	57672.00	60480.00	63456.00	66564.00	69888.00	73368.00
	Mon	4806.00	5040.00	5288.00	5547.00	5824.00	6114.00
	Hrly	29.58	31.02	32.54	34.14	35.84	37.62
160S	Ann	63132.00	66384.00	69660.00	73272.00	77028.00	80880.00
	Mon	5261.00	5532.00	5805.00	6106.00	6419.00	6740.00
	Hrly	32.38	34.04	35.72	37.58	39.50	41.48
165S	Ann	66324.00	69708.00	73128.00	76932.00	80880.00	84924.00
	Mon	5527.00	5809.00	6094.00	6411.00	6740.00	7077.00
	Hrly	34.01	35.75	37.50	39.45	41.48	43.55
168S	Ann	68388.00	71832.00	75456.00	79224.00	83280.00	87432.00
	Mon	5699.00	5986.00	6288.00	6602.00	6940.00	7286.00
	Hrly	35.07	36.84	38.70	40.63	42.71	44.84

San Mateo County Community College District
Classified Prof/Supv Salary Schedule (40)
Effective Date: 01-JUL-2020

GRADE STEP		1	2	3	4	5	6
170S	Ann	69660.00	73272.00	76992.00	80760.00	84840.00	89088.00
	Mon	5805.00	6106.00	6416.00	6730.00	7070.00	7424.00
	Hrly	35.72	37.58	39.48	41.42	43.51	45.69
C4136	Program Specialist						
C6214	Public Safety Office Manager/Dispatcher						
<hr/>							
175S	Ann	73272.00	76992.00	80760.00	84840.00	89148.00	93600.00
	Mon	6106.00	6416.00	6730.00	7070.00	7429.00	7800.00
	Hrly	37.58	39.48	41.42	43.51	45.72	48.00
C4024	Project Director						
C4072	College Recruiter						
C4132	Project Director (HSI-STEM)						
C4145	Project Director Promise Program Replication						
<hr/>							
178S	Ann	77604.00	81432.00	85476.00	89748.00	94248.00	98952.00
	Mon	6467.00	6786.00	7123.00	7479.00	7854.00	8246.00
	Hrly	39.80	41.76	43.83	46.02	48.33	50.74
C6031	Public Safety Sergeant						
<hr/>							
180S	Ann	78936.00	82836.00	87036.00	91524.00	96060.00	100860.00
	Mon	6578.00	6903.00	7253.00	7627.00	8005.00	8405.00
	Hrly	40.48	42.48	44.63	46.94	49.26	51.72
C4048	Program Supervisor						

San Mateo County Community College District
Classified Prof/Supv Salary Schedule (40)
Effective Date: 01-JUL-2020

GRADE STEP		1	2	3	4	5	6
184S	Ann	80760.00	84840.00	89148.00	93612.00	98304.00	103200.00
	Mon	6730.00	7070.00	7429.00	7801.00	8192.00	8600.00
	Hrly	41.42	43.51	45.72	48.01	50.41	52.92
C4095	Campus Public Safety Lieutenant						
<hr/>							
190S	Ann	84840.00	89148.00	93612.00	98376.00	103452.00	108648.00
	Mon	7070.00	7429.00	7801.00	8198.00	8621.00	9054.00
	Hrly	43.51	45.72	48.01	50.45	53.05	55.72
C4022	Theatre Design/Tech Director						
C4093	Instructional Technologist						
C4123	Instructional Designer						
<hr/>							
191S	Ann	86940.00	91248.00	95844.00	100596.00	105672.00	110964.00
	Mon	7245.00	7604.00	7987.00	8383.00	8806.00	9247.00
	Hrly	44.58	46.79	49.15	51.59	54.19	56.90
C4092	Energy Management Coordinator						
C4141	IT Tech Constr Project Specialist						
<hr/>							
192S	Ann	91212.00	95820.00	100560.00	105612.00	110892.00	116436.00
	Mon	7601.00	7985.00	8380.00	8801.00	9241.00	9703.00
	Hrly	46.78	49.14	51.57	54.16	56.87	59.71
C4077	Communications Manager						
C4130	Purchasing Services Supervisor						

San Mateo County Community College District
Classified Prof/Supv Salary Schedule (40)
Effective Date: 01-JUL-2020

GRADE STEP		1	2	3	4	5	6
195S	Ann	93588.00	98280.00	103248.00	108408.00	113820.00	119520.00
	Mon	7799.00	8190.00	8604.00	9034.00	9485.00	9960.00
	Hrly	47.99	50.40	52.95	55.59	58.37	61.29
C4009	Director of External Affairs						
C4037	Administrative Analyst						
C4056	Financial Analyst						
C4069	Payroll Analyst						
C4073	Grants Analyst						
C4084	Planning & Research Analyst						
C4126	Business Operations Analyst						
C4128	Capital Projects Analyst						
C4133	Planning & Research Analyst HSI/STEM						
<hr/>							
197S	Ann	95772.00	100560.00	105576.00	110928.00	116484.00	122316.00
	Mon	7981.00	8380.00	8798.00	9244.00	9707.00	10193.00
	Hrly	49.11	51.57	54.14	56.89	59.74	62.73
<hr/>							
200S	Ann	98004.00	102852.00	107928.00	113424.00	119100.00	125064.00
	Mon	8167.00	8571.00	8994.00	9452.00	9925.00	10422.00
	Hrly	50.26	52.74	55.35	58.17	61.08	64.14
C4050	Web Support Analyst						
C4051	Executive Producer						
C4086	KCSM Business & Fundraising Manager						
<hr/>							

San Mateo County Community College District
Classified Prof/Supv Salary Schedule (40)
Effective Date: 01-JUL-2020

GRADE STEP		1	2	3	4	5	6
210S	Ann	104832.00	110088.00	115596.00	121368.00	127452.00	133800.00
	Mon	8736.00	9174.00	9633.00	10114.00	10621.00	11150.00
	Hrly	53.76	56.46	59.28	62.24	65.36	68.62
C4004	Senior Programmer I						
C4006	Systems Administrator						
C4055	Senior Financial Analyst						
C4104	Manager of Productions Services						
C4109	Manager of Distance Education/Instructional Design						
C4114	Facilities System Manager						
C4117	Network Analyst						
<hr/>							
220S	Ann	114144.00	120468.00	126792.00	133176.00	139488.00	146460.00
	Mon	9512.00	10039.00	10566.00	11098.00	11624.00	12205.00
	Hrly	58.54	61.78	65.02	68.30	71.53	75.11
C4001	Senior Programmer II						
C4091	Senior Database Administrator						
C4099	Curriculum and Instructional Systems Specialist						
C4102	Network Engineer						
<hr/>							
225S	Ann	119304.00	125880.00	132516.00	139176.00	145776.00	153072.00
	Mon	9942.00	10490.00	11043.00	11598.00	12148.00	12756.00
	Hrly	61.18	64.55	67.96	71.37	74.76	78.50
C4080	Director of Web Services						
<hr/>							
230S	Ann	124428.00	131268.00	138228.00	145176.00	152028.00	159636.00
	Mon	10369.00	10939.00	11519.00	12098.00	12669.00	13303.00
	Hrly	63.81	67.32	70.89	74.45	77.96	81.86

San Mateo County Community College District
Confidential Salary Schedule (50)
Effective Date: 01-JUL-2020

GRADE	STEP	1	2	3	4	5	6
160C	Ann	51408.00	54156.00	56856.00	59592.00	62652.00	65784.00
	Mon	4284.00	4513.00	4738.00	4966.00	5221.00	5482.00
	Hrly	26.36	27.77	29.16	30.56	32.13	33.74
165C	Ann	52728.00	55236.00	58032.00	60948.00	64044.00	67236.00
	Mon	4394.00	4603.00	4836.00	5079.00	5337.00	5603.00
	Hrly	27.04	28.33	29.76	31.26	32.84	34.48
170C	Ann	54156.00	56856.00	59592.00	62652.00	65724.00	69012.00
	Mon	4513.00	4738.00	4966.00	5221.00	5477.00	5751.00
	Hrly	27.77	29.16	30.56	32.13	33.70	35.39
175C	Ann	54444.00	57180.00	60072.00	63048.00	66120.00	69420.00
	Mon	4537.00	4765.00	5006.00	5254.00	5510.00	5785.00
	Hrly	27.92	29.32	30.81	32.33	33.91	35.60
180C	Ann	59892.00	62880.00	66000.00	69324.00	72792.00	76440.00
	Mon	4991.00	5240.00	5500.00	5777.00	6066.00	6370.00
	Hrly	30.71	32.25	33.85	35.55	37.33	39.20
188C	Ann	64524.00	67728.00	71124.00	74820.00	78612.00	82548.00
	Mon	5377.00	5644.00	5927.00	6235.00	6551.00	6879.00
	Hrly	33.09	34.73	36.47	38.37	40.31	42.33
190C	Ann	65724.00	69072.00	72516.00	76248.00	80172.00	84180.00
	Mon	5477.00	5756.00	6043.00	6354.00	6681.00	7015.00
	Hrly	33.70	35.42	37.19	39.10	41.11	43.17

San Mateo County Community College District
Confidential Salary Schedule (50)
Effective Date: 01-JUL-2020

GRADE	STEP	1	2	3	4	5	6
193C	Ann	68088.00	71448.00	75096.00	78960.00	82740.00	86892.00
	Mon	5674.00	5954.00	6258.00	6580.00	6895.00	7241.00
	Hrly	34.92	36.64	38.51	40.49	42.43	44.56
C5012	Administrative Assistant - Chancellor's Office						
CC018	Administrative Assistant - District Office (Measure H)						
194C	Ann	69084.00	72528.00	76176.00	79956.00	83976.00	88176.00
	Mon	5757.00	6044.00	6348.00	6663.00	6998.00	7348.00
	Hrly	35.43	37.19	39.06	41.00	43.06	45.22
195C	Ann	70968.00	74628.00	78264.00	82188.00	86436.00	90756.00
	Mon	5914.00	6219.00	6522.00	6849.00	7203.00	7563.00
	Hrly	36.39	38.27	40.14	42.15	44.33	46.54
200C	Ann	78684.00	82644.00	86772.00	91092.00	95628.00	100428.00
	Mon	6557.00	6887.00	7231.00	7591.00	7969.00	8369.00
	Hrly	40.35	42.38	44.50	46.71	49.04	51.50
201C	Ann	78936.00	82836.00	87036.00	91524.00	96060.00	100860.00
	Mon	6578.00	6903.00	7253.00	7627.00	8005.00	8405.00
	Hrly	40.48	42.48	44.63	46.94	49.26	51.72
C4018	Executive Assistant						
205C	Ann	79884.00	83856.00	88212.00	92460.00	97140.00	102024.00
	Mon	6657.00	6988.00	7351.00	7705.00	8095.00	8502.00
	Hrly	40.97	43.00	45.24	47.42	49.82	52.32

San Mateo County Community College District
Confidential Salary Schedule (50)
Effective Date: 01-JUL-2020

GRADE	STEP	1	2	3	4	5	6
208C	Ann	82620.00	86772.00	91080.00	95616.00	100428.00	105432.00
	Mon	6885.00	7231.00	7590.00	7968.00	8369.00	8786.00
	Hrly	42.37	44.50	46.71	49.03	51.50	54.07
	C5004	Human Resources Representative					
210C	Ann	86256.00	90660.00	95148.00	99936.00	104916.00	110184.00
	Mon	7188.00	7555.00	7929.00	8328.00	8743.00	9182.00
	Hrly	44.23	46.49	48.79	51.25	53.80	56.50
215C	Ann	93588.00	98280.00	103248.00	108408.00	113820.00	119520.00
	Mon	7799.00	8190.00	8604.00	9034.00	9485.00	9960.00
	Hrly	47.99	50.40	52.95	55.59	58.37	61.29
	C4110	Executive Assistant to the President					
	C4416	Facilities/Public Safety Executive Assistant					
	C5011	Senior Human Resources Representative					
216C	Ann	95772.00	100560.00	105576.00	110928.00	116484.00	122316.00
	Mon	7981.00	8380.00	8798.00	9244.00	9707.00	10193.00
	Hrly	49.11	51.57	54.14	56.89	59.74	62.73
	C4100	Senior Executive Assistant					

BOARD REPORT NO. 20-7-1CA

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

**APPROVAL OF BUDGETARY TRANSFERS FOR THE PERIOD ENDING
 MAY 31, 2020 AND ADOPTION OF RESOLUTION NO. 20-13 AUTHORIZING
 BUDGET REVISIONS AND TRANSFERS FOR 2019-20**

Section 58307 of Title 5 Regulations requires that the Board approve all transfers between expenditure classifications made after final adoption of the annual budget. Additionally, District Rules and Regulations Section 8.11 specifies that budgetary transfers will be authorized only when expenditures in certain accounting classifications are in excess of amounts budgeted and when there are amounts in other classifications that will not be required for expenditures in those classifications. The changes to the final adopted budget are submitted to the Board semi-annually.

The 2019-20 final budget (adopted by the Board in September 2019), mid-year changes approved by the Board in February 2020, and the revisions and transfers shown below are summarized as follows:

	2019-20	Transfers	Transfers
	<u>Final Budget</u>	<u>12/31/19</u>	<u>5/31/20</u>
General Fund (Unrestricted)	\$ 214,469,183	\$1,120,668	\$3,862,580
Self-Insurance Fund	2,138,378	31,902	28,708
Debt Service Fund	65,549,956	0	0
General Fund (Restricted)	46,253,978	3,067,908	8,938,440
Capital Projects Fund	100,457,464	1,423,300	9,177,931
Bookstore Fund	7,331,681	0	0
Cafeteria Fund	245,588	0	0
San Mateo Athletic Club	5,626,206	0	0
CCCE	1,638,578	0	0
Child Development Fund	1,428,922	0	3,000
Trust Fund (Financial Aid)	15,651,997	962,733	4,949,882
Post-Retirement Benefits	<u>6,916,000</u>	<u>0</u>	<u>0</u>
TOTAL	<u>\$ 467,707,931</u>	<u>\$6,606,511</u>	<u>\$26,960,541</u>

Detailed budget records are maintained in the District’s Administrative Services Office and serve as support documentation for the summary report information below. This report highlights increases and decreases in major classifications of object accounts for each fund and provides a brief explanation for changes in the fund totals that have occurred since the mid-year transfer report.

Unrestricted General Fund – Fund 1

Adjust the **EXPENDITURE** amounts in the following classifications:

1000	Academic Salaries	-	\$83,570
2000	Classified Salaries	-	82,389
3000	Employee Benefits		139,106
4000	Materials and Supplies		1,067,620
5000	Operating Expenses		-81,501
6000	Capital Outlay		-1,191,800
7000	Other Outgo		4,095,114
	Total		<u>\$3,862,580</u>

Adjust the **REVENUE** amounts in the following classifications:

8600	State Revenues		\$222,136
8800	Local Revenues		3,136,554
8900	Other Sources		503,890
	Total		<u>\$3,862,580</u>

Changes in expenditure budgets are a result of realignments within the site allocations, transfers out, and transfers from Central Services to site allocations.

Changes in revenue budgets are primarily the result of additional redevelopment agency property tax funds, facilities use, miscellaneous and surplus sales, interest income and transfers to the General Fund.

Self-Insurance Fund – Fund 2

Adjust the **EXPENDITURE** amounts in the following classifications:

5000	Operating Expenses		<u>\$28,708</u>
	Total		\$28,708

Adjust the **REVENUE** amounts in the following classifications:

8900	Other Sources		<u>\$28,708</u>
	Total		\$28,708

Changes in revenue and corresponding expenditure budgets reflect adjustments to insurance premiums.

Restricted General Fund – Fund 3

Adjust the **EXPENDITURE** amounts in the following classifications:

1000	Academic Salaries	\$2,547,119
2000	Classified Salaries	1,386,984
3000	Employee Benefits	694,839
4000	Materials and Supplies	114,929
5000	Operating Expenses	1,779,193
6000	Capital Outlay	-7,286,996
7000	Other Outgo	9,702,372
	Total	<u>\$8,938,440</u>

Adjust the **REVENUE** amounts in the following classifications:

8100	Federal Revenues	\$4,847,061
8600	State Revenues	2,436,881
8800	Local Revenues	1,104,634
8900	Other Sources	549,864
	Total	<u>\$8,938,440</u>

Changes in expenditure budgets are a result of realignments within the specific programs and to align with the revenue changes noted below.

The increase in Federal Revenues occurred as a result of the receipt of several grants including a National Science Foundation (Cañada: \$1.6M) and a portion of the CARES Act Funding (District-wide: \$3.2M). The increase in State Revenues are associated with programs including Strong Workforce, Veteran Resource Centers, Hunger Free Campus Support, Guided Pathways; and the DSN Energy Grant (CSM), Guided Pathways, IEPI Grant (Skyline), Small Business Development Grant (CSM); as well as Restricted Lottery, and other programs to a lesser degree. The increase in Local Revenues are associated with various local grants including grants from United Way (Skyline); the Grove Foundation (Skyline); among other grants to a lesser degree. The increase in Other Sources primarily reflect an increase to the inter-fund transfers associated with the Scholar's Promise Program and support for the Health Centers.

Capital Outlay Projects Fund – Fund 4

Adjust the **EXPENDITURE** amounts in the following classifications:

2000	Classified Salaries	\$253,691
3000	Employee Benefits	64,067
4000	Materials and Supplies	729,218
5000	Operating Expenses	4,835,081
6000	Capital Outlay	6,535,214
7000	Other Outgo	-3,239,340
	Total	<u>\$9,177,931</u>

Adjust the **REVENUE** amounts in the following classifications:

8600	State Revenues	\$2,702,549
8800	Local Revenues	17,194
8900	Other Sources	6,458,188
	Total	<u>\$9,177,931</u>

Changes in the expenditure budgets due to realignment within account classifications for various projects and to align with the revenue changes.

Revenue increased primarily as a result of the State allocation for State Capital Outlay Projects and transfers--in from other funds for various projects.

Community, Continuing, and Corporate Education (CCCE) Fund – Fund 5

Adjust the **EXPENDITURE** amounts in the following classifications:

4000	Materials and Supplies	-\$45
5000	Operating Expenses	45
	Total	<u>\$0</u>

Changes in the expenditure budgets due to realignment within account classifications.

Child Development Fund – Fund 6

Adjust the **EXPENDITURE** amounts in the following classifications:

1000	Academic Salaries	\$1,720
2000	Classified Salaries	4,991
3000	Benefits	-5,211
4000	Materials and Supplies	1,493
5000	Operating Expenses	7
	Total	<u>\$3,000</u>

Adjust the **REVENUE** amounts in the following classifications:

8600	State Revenues	\$3,000
8800	Local Revenues	41,997
8900	Other Sources	-41,997
	Total	<u>\$3,000</u>

Changes in the expenditure budgets due to realignment within account classifications and to align with revenue changes.

Revenue increased as a result of a grant from the State Office of Education for the Skyline Child Development Center.

Trust Fund (Financial Aid) – Fund 7

Adjust the **EXPENDITURE** amounts in the following classification:

7500	Student Financial Aid	\$4,779,880
7600	Other Payments to/for Students	170,002
	Total	<u>\$4,949,882</u>

Adjust the **REVENUE** amounts in the following classifications:

8100	Federal Revenues	\$3,081,492
8600	State Revenues	356,206
8800	Local Revenues	315,000
8900	Other Sources	\$1,197,184
	Total	<u>\$4,949,882</u>

Changes in expenditure budgets are a result of alignment with the revenue changes noted below.

The increase in Federal Revenues occurred as a result of the receipt SEOG and CARES Act Funding. The increase in State Revenues are primarily associated with the Cal Grant Program. The increase in Local Revenues are associated with various scholarships. While the increase in Other Sources primarily reflect transfers-in from Fund 3 associated with direct aid to students (e.g., Student Success Completion Grant, EOPS, TRIO Grant, STEM Grant, CARES Act Funding, Grove Foundation Scholarships, etc.)

To close the fiscal year, a blanket budgetary revision or transfer will be required to authorize additional transfers that may be necessary to permit payment of District obligations incurred during 2019-20.

RECOMMENDATION

It is recommended that the Board approve budgetary transfers and income adjustments for the period January 1, 2020 through May 31, 2020 and that the Board adopt Resolution No. 20-13, authorizing budgetary transfers for 2019-20, as listed and as needed for year-end closing activities.

RESOLUTION NO. 20-13

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

**RESOLUTION AUTHORIZING
BUDGETARY TRANSFERS FOR 2019-20**

WHEREAS, Section 58307 of Title 5 Regulations provides that the governing board of a community college district may authorize transfers between expenditure classifications at any time by written resolution of the board of trustees of a district; and

WHEREAS, the governing board of the San Mateo County Community College District deems it necessary to make such budgetary transfers between expenditure classifications in the current year's budget as required to permit the payment of obligations of the District incurred during said fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the San Mateo County Community College District authorizes transfers between expenditure classifications in the 2019-20 budget as required to permit the payment of obligations of the District during the 2019-20 fiscal year.

REGULARLY PASSED AND ADOPTED this 22nd day of July, 2020.

Ayes:

Noes:

Attest:

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

BOARD REPORT NO. 20-7-2CA

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Dr. Jennifer Taylor-Mendoza, Vice President of Instruction, Skyline College,
738-4321

ACCEPTANCE OF GIFTS BY THE DISTRICT

Board Policy 8.38, Gifts and Donations, requires that a periodic report of gifts and donations valued at \$1,000 or more be made to the Board of Trustees. All gifts are promptly acknowledged when received. The following donations were received since the last report:

GIFT

1. E-learning course access
For instructional purposes to train new technicians
and update working technicians in the Skyline College
Automotive Program
Estimated value: no assigned value
2. Xentry Kit3 Scope (Item is on a 3 year lease)
For instructional purposes to train new technicians
and update working technicians in the Skyline College
Automotive Program
Estimated value: \$14,200
3. Vehicle, 2018 C300 Mercedes Benz
For instructional purposes to train new technicians
and update working technicians in the Skyline College
Automotive Program
Estimated value: \$30,000
4. Wiring repair consumables
For instructional purposes to train new technicians
and update working technicians in the Skyline College
Automotive Program
Estimated value: \$5,700

DONOR for All Items

Mercedes Benz USA
One Mercedes Benz Drive
Sandy Springs, GA 30328

RECOMMENDATION

It is recommended that the Board of Trustees accept the gifts listed above.

BOARD REPORT NO. 20-7-101B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: José D. Nuñez, Vice Chancellor, Facilities Planning & Operations, 650-358-6836
Marie Mejia, Project Manager II, 650-378-7259

APPROVAL OF 2022-2026 FIVE-YEAR CAPITAL CONSTRUCTION PLAN

On June 26, 2019 (Board Report No. 19-6-101B), the Board authorized submittal of the District’s 2021-2025 Five-Year Capital Construction Plan (5YCP), the related Initial Project Proposals (IPPs) and Final Project Proposals (FPPs) to the California Community Colleges Chancellor’s Office (CCCCO). The authorization was in accordance with the Community College Construction Act and both the Education Code Section 81800, *et seq.*, and State Administrative Manual 6610. The plan constitutes the first part of the capital outlay proposal process and was prepared according to current guidelines.

The CCCCCO reviews and evaluates submitted plans for conformance to existing guidelines and potential for funding. In May, CCCCCO announced that additional new capital outlay projects were added to the fiscal year (FY) 2021-2022 budget which included, Cañada College Performing Arts Center Technology & Environmental Modernization (Bldg. 3) and College of San Mateo Library Modernization (Bldg. 9).

In preparing and submitting the 2022-2026 plan, the District maintains its priorities with regard to funding improvements for (1) buildings and facilities, (2) improvements and modifications to meet the needs of the physically limited, and (3) response to safety concerns.

This report is broken down into five (5) categories:

- I. FY 2019-2020 FPPs (CCCCO Approved in progress)
- II. FY 2021-2022 FPPs (CCCCO Approved to be considered in the Governor’s budget)
- III. FY 2022-2023 FPPs (Subject to CCCCCO approval and future funding)
- IV. FY 2023-2024 IPPs (Subject to CCCCCO approval and future funding)
- V. Locally Funded Current and Future Projects

Each project is described under these sections and this report is meant to give the Board and community an understanding of the projects anticipated to be implemented in the 2022-2026 timeframe.

I. FY 2019-2020 FPPs (CCCCO Approved in progress)**CAÑADA COLLEGE – BUILDING 13 MULTIPLE PROGRAM INSTRUCTIONAL CENTER MODERNIZATION**

Project Description: This project involves the modernization of the academic classroom building. The building was one of the original instructional buildings built on the Cañada campus in 1968. The project proposes code upgrades to restroom facilities, corridors and vertical circulation systems. The modernization provide more flexible classroom layouts and new distance-learning classrooms. It addresses problems associated with facility accessibility for ADA compliance. As part of the mechanical work, BMS controls and existing AC units serving computer labs are replaced. Modernization of faculty offices is also part of this proposed project. A total of 29 offices will receive basic improvements including lights, mechanical, telephone/data and finishes. Shared office space for adjunct faculty and meeting room capacity are also part of this project. The renovation of the building-wide infrastructure systems improves the functionality of all 22,711 assignable square feet (asf) in the building including 6,059 asf lecture; 10,301 asf instructional laboratory; 3,604 asf office and 730 asf AV space.

Total Project Cost: Total project cost for the renovation of this facility \$26.2 million, with \$9.4 million State Capital Outlay funding, supplemented by \$16.8 million in local funds.

Status: Currently in DSA for review. Facility would be ready for use in Fall 2022.

COLLEGE OF SAN MATEO – WATER SUPPLY TANK REPLACEMENT

Project Description: During a scheduled cleaning and inspection of the existing 500,000-gallon campus water storage tank performed in April 2017, inspection divers discovered degradation of the interior tank liner. This water storage tank supplies domestic, irrigation and fire water for the entire campus through a triplex booster pump system and dedicated fire pumps (electric-normal operations, diesel direct drive-emergency operations). The tank is supplied water from a public water system (California Water Company), but due to the location and topography of the campus the large storage tank is required to supply and maintain flow rate and pressure for domestic and fire water demands.

The degraded liner condition put the water quality and usage at risk. Unlined areas of the tank are subject to biofilm and algae growth, which use up the free disinfectant residual, creating water quality issues. Additionally, the degraded liner is breaking up into pieces that could lodge in the domestic or firewater outlets and/or pumps limiting available water. Replacement of the liner is possible, but would take the tank offline for two to three months to complete. The tank age of almost 60 years makes capital investment into the liner replacement questionable. The tank is reaching its useful life and replacement is warranted.

A replacement tank could be completed while the existing tank remains online with only short periods of system downtime for cutover. The campus FTE population, size of campus building, and current fire code require a replacement tank approximately 120% greater in volume than the existing tank.

This project replaces the existing tank considering the new design standards of the American Waterworks Association (AWWA) used in the design of steel and concrete water storage tanks, American Society of Civil Engineers (ASCE) used in the design of non-building and utility infrastructure, California Fire Code, as well as those standards used in the structural design review by the DSA.

Total Project Cost: Total replacement cost of this facility \$6.1 million, with \$5.5 million State Capital Outlay funding, supplemented by \$614,000 in local funds.

Status: Currently in DSA for review. Facility would be ready for use in Summer 2021.

SKYLINE COLLEGE – BUILDING 2 WORKFORCE AND ECONOMIC DEVELOPMENT PROSPERITY CENTER MODERNIZATION

Project Description: This project provides a readily accessible integrated service center that responds to the need to link services, benefits, opportunities, and instruction to build on the State's investment in workforce and economic development and to strengthen the connections of the public to benefits and opportunities that help build personal and community economic sustainability. In particular, it addresses the specific needs of students by linking their educational experience with the job market and long-term careers. The services consist of three strands: employment/career services, income/work supports, and financial services/asset building.

This 31,061 asf facility includes a job placement center, resource libraries, international trade and development center, center for workforce development, and an English language institute. Project includes activating 7,897 asf of unassigned space. Improvements also include upgrades to base building utility systems such as power, lighting, data, security, hvac and plumbing.

Total Project Cost: Total project cost for the renovation of this facility \$42.2 million, with \$19.3 million State Capital Outlay funding, supplemented by \$22.9 million in local funds.

Status: Currently in DSA for review. Facility would be ready for use in Fall 2022.

II. 2021-2022 FPPs (CCCCO Approved to be considered in the Governor's budget)

CAÑADA COLLEGE – BUILDING 3 PERFORMING ARTS CENTER TECHNOLOGY AND ENVIRONMENTAL MODERNIZATION

Project Description: This project will modernize the 48-year old Fine Arts facility so that the visual arts, music and theater programs can be reconfigured for operational efficiencies, and be equipped with the appropriate technology, electrical, data, and mechanical systems required for comfortable, safe environments that increase student performance and learning. The rest of the Humanities and Social Sciences division also use the classrooms, computer labs and offices in the building which require the same upgrades. Programmatically the music program spaces will be consolidated to be next to one another, facilitating the creation of dressing rooms adjacent to the stage for the theater. A similar consolidation of art spaces facilitates a needed expansion for the Fashion program and the relocation of the theater sound/light control room to the second floor.

Technology and environmental upgrades addressed in the modernization include: upgrades to the theater systems (lighting, sound, rigging, etc.), the replacement and increase in capacity for the aged telecommunications, electrical, mechanical, security and lighting systems, and the removal of hazardous substances. The re-routing of all data cabling inside the building in lieu of the roof, which will also be replaced. New waterproofing at below grade concrete areas to address reoccurring water intrusion issues; and replacement of single-pane glazing for energy efficiency and reduced glare. Building Code upgrades include minor seismic strengthening, upgrades/replacements to stairs, elevator, wheelchair lift, fire alarm and restrooms, automatic entry doors and signage.

The project will result in a total of 39,400 assignable square feet (asf) in the building including 4,200 ASF lecture space; 8,050 asf instructional laboratory; 3,300 asf office; and 23,850 other space.

Total Project Cost: The renovation of this facility has an estimated total project cost of \$38.4 million, with \$19.4 million requested from State Capital Outlay funding, supplemented by \$19 million in local funds. *The District currently does not have local District funding identified for this project.*

Status: Based on the assumption that the project is approved, design would commence in 2021 with construction starting in 2023. Assuming State Capital Outlay funding is secured, the facility would be ready for use in Spring 2025.

COLLEGE OF SAN MATEO – BUILDING 9 LIBRARY MODERNIZATION

Project Description: This project will modernize the 53-year old Library so that it can be reconfigured as a one-stop place for information needs, technology needs, and related services that support modern teaching pedagogies that have evolved over the last fifty years since the library was built. The reconfiguration of the top two floors will integrate the current media-technology-internet based learning systems throughout, provide a diversity of learning environments for study, collaboration and making, robust wired and wireless network and connection points, as well as comfortable flexible furniture. The project will also modernize the first floor to downsize TV/Radio spaces and convert the balance of the floor into two Academic Technology Support services: Center for Transformative Teaching and Learning (CTTL) for faculty and staff, and an Information Technology Help Center for students.

To provide the necessary infrastructure and environmental conditions to support these programs, to improve energy efficiency and reduce maintenance costs, the modernization includes the replacement and increase in capacity for the aged mechanical, electrical, telecommunications, fire alarm, security and lighting systems, as well as the removal of hazardous substances. The deteriorated roof and single pane glazing will also be replaced, and stairs, elevators, restrooms, doors and signage will be upgraded for accessibility and other code related changes. The modernization will also require some seismic strengthening.

The project will result in a total of 36,495 assignable square feet (asf) in the building including 3,501 asf office; 22,190 asf library space; 6,290 asf AV/TV space; and 6,804 other space.

Total Project Cost: The renovation of this facility has an estimated total project cost of \$35.6 million, with \$18 million requested from State Capital Outlay funding, supplemented by \$17.6 million in local funds. *The District currently does not have local District funding identified for this project.*

Status: Based on the assumption that the project is approved, design would commence in 2021 with construction starting in 2023. Assuming State Capital Outlay funding is secured, the facility would be ready for use in Spring 2025.

III. FY 2022-2023 FPPs (Subject to CCCCCO approval and future funding)

SKYLINE COLLEGE – BUILDING 5 LIBRARY/LEARNING RESOURCE CENTER

Project Description: This project will modernize the Library/LRC facility so that it can be reconfigured appropriately to deliver the support services needed for student success. The current building arrangement and infrastructure hinder the ability for these services to meet these goals effectively. The Learning Center (Tutoring, Supplemental Instruction, TRIO, BAM) will be expanded by locating it on the second floor where there is more space and daylighting, while the library stacks will be reduced and relocated downstairs, along with the circulation desk, library offices and some quieter areas to study. The second floor will also increase the number of group study rooms, and create diverse, comfortable and flexible study spaces. The modernization will expand the Disability Resource Center and the Center for Transformative Teaching and Learning (CTTL) on the first floor.

To provide the necessary infrastructure and environmental conditions to support these programs, to improve energy efficiency and reduce maintenance costs, the modernization includes the replacement and increase in capacity for the aged mechanical, electrical, telecommunications, fire alarm, security and lighting systems, as well as the addition of cooling. The deteriorated roof and glazing will also be replaced, and stairs, elevators, restrooms, doors and signage will be upgraded for accessibility and other code related changes. The modernization will also require some seismic strengthening.

The project will result in a total of 36,495 assignable square feet (asf) in the building including 1,200 asf instructional laboratory; 5,860 asf office; 24,725 library space; 1,300 asf AV/TV space and 3,410 other space.

Total Project Cost: The renovation of this facility has an estimated total project cost of \$27.5 million, with \$13.8 million requested from State Capital Outlay funding, supplemented by \$13.7 million in local funds. *The District currently does not have local District funding identified for this project.*

Status: Based on the assumption that the project is approved, design would commence in 2022 with construction starting in 2024. Assuming State Capital Outlay funding is secured, the facility would be ready for use in FY 2025-2026. The District currently does not have local District funding for this project.

IV. FY 2023-2024 IPPs (Subject to CCCCCO approval and future funding)

COLLEGE OF SAN MATEO – BUILDING 19 EMERGING TECHNOLOGIES MODERNIZATION

Project Description: Building 19 was constructed in 1963 and has outlived its capabilities to effectively deliver the high-tech programs of today. The modernization of Buildings 19 will allow for the construction of new state-of-the-art building for consolidation and centralization of highly active technology programs in Computer Information Science (CIS), Electronics, Engineering, Architecture, Building Technology, and Computer Aided Drafting. The existing building cannot support the mission of integrative learning wherein departments actively blend curricula and faculty to bring different disciplines together to work on projects. The Emerging Technology building will be home to Engineering, Architecture, Drafting, Electronics, Computer Information Sciences, and Building Inspection. The proximity of these disciplines will provide a unique opportunity to

simulate industry's "Architecture, Engineering, and Construction" (A/E/C) process model for both large and small projects.

Students enrolled in programs in this facility will be trained to transfer to more advanced programs in architecture, engineering and building technology at the university level or will be able to join the local Bay Area job market in advanced computer technology, electronics, engineering and building technology fields. It is the desire of the College and the District to form partnerships with local industry to develop more directed areas of study that fit the needs of the local employers and better develop the student's capability toward skilled and professional advancement.

The opportunities this modernization will offer to the reconfigured instructional spaces in support of the new pedagogies will be maximized daylight control, interior lighting and acoustics designed to provide a comfortable environment minimizing competition to the education process. Reduction of glare and control of reverberation will release the student's energies for the task at hand – learning.

Total Project Cost: The cost is expected to be approximately \$13 million, with \$6.5 million requested State Capital Outlay funding, supplemented by \$6.5 million in local funds. *The District currently does not have local District funding identified for this project.*

Status: If the CCCCOC approves this IPP, an FPP will be developed and submitted.

COLLEGE OF SAN MATEO – BUILDING 8 MODERNIZATION FOR KINESIOLOGY

Project Description: This 55,813 GSF building was constructed in 1963. It provides instructional space for the kinesiology program. The program and the instructional delivery methods have experienced significant changes over the last decade. The existing facilities are inadequate in addressing these changes in an effective and efficient manner. Areas have been carved out in a piecemeal fashion to address new programs in health and wellness. The locker/shower rooms consume large amounts of space that are no longer in high demand while important new programs are taking place in spaces that limit effective delivery. In some cases, enrollments have been limited by the inability of the spaces to provide safe and healthy physical activity. The program provides students with a learning environment that enhances health and wellness.

Total Project Cost: The cost is expected to be approximately \$19 million, with \$9.5 million requested State Capital Outlay funding, supplemented by \$9.5 million in local funds. *The District currently does not have local District funding identified for this project.*

Status: If the CCCCOC approves this IPP, an FPP will be developed and submitted.

SKYLINE COLLEGE – BUILDING 1 VISUAL AND PERFORMING ARTS MODERNIZATION

Project Description: Building 1, constructed in 1969, is a 77,827 GSF building. This project modernizes Building 1 interior spaces and upgrades equipment of the teaching/learning spaces and the theater to meet program needs of the social science and creative arts programs. The social sciences and creative arts are integral part of many student's academic programs. The building provides instructional spaces for Administration of Justice, Anthropology, Art (Drawing, Painting, Ceramics and Sculpture), Digital Arts, Economics, Film, Geography, History, International Studies, Music, Paralegal Studies, Philosophy, Political Science, Psychology, and Sociology. Courses utilizing space in this building facilitate the success of students in attaining transfer status as well as career opportunities in digital arts, Music and the legal professions. A 500-seat theater provides the

only large assembly space on the campus and supplements the learning experience with cultural, drama, and lecture events.

Total Project Cost: The cost is expected to be approximately \$30 million, with \$15 million requested State Capital Outlay funding, supplemented by \$15 million in local funds. *The District currently does not have local District funding identified for this project.*

Status: If the CCCCCO approves this IPP, an FPP will be developed and submitted.

SKYLINE COLLEGE – BUILDING 19 PACIFIC HEIGHTS MODERNIZATION

Project Description: Bldg 19, a 38,842 GSF facility constructed in 1978, has served a number of purposes over the last 10 years often used as swing space during the modernization of other buildings on campus. This project provides for permanent space for a number of services and programs that enhance student access and success. Spaces are provided for the Global Learning/Passport service, graphic arts production for student use, NETX for computer repair instruction, and renovated classrooms. The NETX program that requires expanded space is moved from Bldg 2. California Community Colleges are all undergoing a much-needed focus to Student Learning Outcomes (SLOs). The projected changes for Building 19 with regard to providing spaces for the Network Engineering Technology program, a program with high demand in career technology occupations. Furthermore, the Global Learning Center and the graphic production for student projects aid in student success in the learning processes. This provides for additional laboratory space for the CTE programs remaining in Bldg 2. The project also includes space for IT services and shipping/receiving. Restrooms are brought up to code.

Total Project Cost: The cost is expected to be approximately \$13.8 million, with \$6.9 million requested State Capital Outlay funding, supplemented by \$6.9 million in local funds. *The District currently does not have local District funding identified for this project.*

Status: If the CCCCCO approves this IPP, an FPP will be developed and submitted.

V. Locally Funded Current and New Projects

CAÑADA COLLEGE – BUILDING 1 KINESIOLOGY AND WELLNESS CENTER

Project Description: The existing 43-year-old gymnasium contains hazardous materials, does not meet current structural, accessibility or energy efficiency codes, is constructed of cast-in-place concrete and does not lend itself to reconfiguration. Therefore, the structure will be demolished and replaced. The new structure will serve certificate programs and transfers in Kinesiology, Fitness Professional, and Dance, provide a new state-of-the-art gymnasium and health club to serve the community, along with two 25-meter pools, envisioned as part of the original campus master plan. The project will include appropriate locker rooms to meet accessibility codes and to comply with Title IX^[1] requirements. In addition, this project will add a classroom dedicated to the advancement of the Kinesiology and Fitness Professional programs.

^[1] Title IX is a 1972 federal civil rights law prohibiting discrimination in education programs and activities receiving federal funds. It was the first comprehensive federal law to prohibit sex discrimination in these institutions.

Total Project Cost: Total project cost is expected to be approximately \$120 million, funded by Measure A and H general obligation bond funds as well as local funds.

Status: Construction in progress. Occupancy is scheduled for mid-2021.

CAÑADA COLLEGE – BUILDING 22 CLASSROOM UPGRADES AND PUBLIC SAFETY DEPT RELOCATION

Project Description: Renovation of the existing 11,870 gross square feet building for relocation of the Office of Public Safety, new offices for Education and Human Development, and Digital Media faculty, new classrooms for Education and Human Development, Digital Media and Animation, new breakroom for shared faculty use and minor modification of existing restrooms for accessibility compliance.

Total Project Cost: This project has an estimated cost of approximately \$5.6 million, funded by Measure H general obligation bond funds and local funds.

Status: Currently being reviewed by DSA. Target completion May 2021.

COLLEGE OF SAN MATEO – BUILDING 3 THEATRE REPAIR & ROOF REPLACEMENT

Project Description: This project will replace roofing for buildings 2/3/4, theater seating and carpet, theater lighting upgrade to LED, stage rigging system, stage drapes, fire curtain, new projection screen and other AV equipment upgrades. It also includes network upgrades and wireless access points for better coverage.

Total Project Cost: This project has an estimated cost of approximately \$5.6 million, funded by Measure H general obligation bond funds, scheduled maintenance funds and local funds.

Status: Construction in progress. Target completion December 2020.

COLLEGE OF SAN MATEO – BUILDING 19 CENTERS FOR EMERGING TECHNOLOGIES FACELIFT

Project Description: This project will improve the operational and functional performance of the facility for the next ten years while state funding is being secured for a full building modernization. It will include classrooms, labs and faculty offices finish and technology upgrade to accommodate the needs of the architecture, engineering and business technology programs.

Total Project Cost: This project has an estimated cost of approximately \$7 million, funded by Measure H general obligation bond funds and local funds.

Status: Programming in progress. Target completion January 2022.

COLLEGE OF SAN MATEO – EDISON PARKING LOT (DEMOLITION OF BUILDINGS 20 & 20A)

Project Description: Building 20 and the associated greenhouses are 52 years old, in great disrepair, and non-ADA compliant. The District's facilities condition database indicates that all building systems in Building 20 are beyond their service life. The Facilities Condition Index (FCI) for Building 20 is 68.36%, which indicates it is in very poor condition.

As a result, the Administration determined that it would be best to demolish Building 20 and the associated greenhouses; then construct 206 parking spaces, 13 EV charging stations and 7 disabled person parking stalls (replacing the existing 30-40 spaces). Due to the opening of Building 10, new parking spaces on the east side of campus are definitely needed.

Total Project Cost: This project has an estimated cost of approximately \$6 million, funded by Measure H general obligation bond funds and local funds.

Status: Construction in progress. Target completion December 2020.

SKYLINE COLLEGE – BUILDING 1 FACELIFT

Project Description: This project will improve the operational and functional performance of the facility for the next ten years while state funding is being secured for a full building modernization. It will include classrooms, labs and faculty offices furniture, finish and technology upgrade to accommodate the needs of the Social Science and Creative Arts programs. The project includes upgraded for accessibility and other code related changes.

Total Project Cost: This project has an estimated cost of approximately \$15.5 million, \$1 million to be funded by the College, \$14.5 funded by Measure H general obligation bond funds and local funds.

Status: To avoid disruption to the programs this project is in phases. Target completion July 2022.

SKYLINE COLLEGE – B3 A-E ATHLETIC PORTABLE BUILDING REPLACEMENT

Project Description: This project is to replace 5 modular building and building foundations. It also includes improvements to existing electrical, sanitary and storm systems.

Total Project Cost: This project has an estimated cost of approximately \$3.1 million, funded by Measure H general obligation bond funds and local funds.

Status: Construction in progress. Target completion October 2020.

RECOMMENDATION

It is recommended that the Board of Trustees authorize submission of the District's 2022-2026 Five-Year Capital Construction Plan to the California Community Colleges Chancellor's Office, along with related Initial and Final Project Proposals seeking State Capital Outlay Funding.

BOARD REPORT NO. 20-7-102B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Julian Branch, Cañada College Director of Workforce Development
Jonathan Bissell, Executive Director, Community, Continuing and Corporate Education

APPROVAL OF MENLO PARK/CAÑADA COLLEGE CCCE COLLABORATIVE PROGRAMMING

Web Technology Integration and Systems Administration, Cañada College Menlo Park Continuing Education Certificate

Cañada College Workforce Development seeks to partner with Community, Continuing & Corporate Education (CCCE) to design and deliver a short, two-month not-for-credit workforce program that meets the needs of the communities we serve in Menlo Park. This pilot program will be offered in collaboration with Project 42, a Silicon Valley online training program.

Upon completing the program, students will receive a joint not-for-credit certificate of completion from Cañada College, CCCE, and 42 Silicon Valley as Web Technology Integration and Systems Administration Professionals. The program is set to run in Fall 2020. Students wishing to continue their studies may enroll in Cañada College's Computer Science Program.

Students will learn by doing, taking on rigorous development projects expected of programmers, developers, and engineers working in the Tech Industry. Students will also learn theory and subject matter content around Web Technology Integration and Systems Administration. Students will then be tested on the content through hands on activities, as well as the completion of individual and team projects, and will have the ability to articulate/explain their work on a regular basis throughout the 8-week program. This career-enhancing program is designed for students looking to build their skills, leading to careers in the high-tech industry.

Cybersecurity CompTIA Security+ Canada College Menlo Park Continuing Education Certificate

Cañada College Workforce Development seeks to partner with Community, Continuing & Corporate Education (CCCE) to design and deliver a short, two-month not-for-credit workforce program that enables computer science professionals in Menlo Park with experience working in the high-tech industry the opportunity to upskill in cybersecurity and obtain cybersecurity analyst roles.

Upon completing the program students will receive a not-for-credit certificate of completion. The program is set to run in Fall 2020. Students seeking to continue their studies in cybersecurity may enroll in the academic cybersecurity program offered by College of San Mateo.

This certificate program will be a CompTIA Security+ developed course which includes a voucher for the student to take the official exam to obtain the certification. Classes will be instructor-led, and students will take the course online through the CompTIA CertMaster Learn portal. Students will earn a CompTIA certificate which expires after three years, at which point the individual would need to take the exam again to renew their certification.

RECOMMENDATION

It is recommended that the Board of Trustees approve the not-for-credit short term programs as described above.

BOARD REPORT NO. 20-7-103B

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Dr. Jannett Jackson, Interim President, Skyline College

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT REGARDING SKYLINE COLLEGE MIDDLE COLLEGE

In May 2015, the South San Francisco Unified School District (SSFUSD) entered into an agreement with the San Mateo County Community College District (SMCCCD) to establish a Middle College at Skyline College starting the academic year 2015-2016. In collaboration with Dr. Shawnterra Moore, Superintendent of South San Francisco Unified School District, the Skyline College Middle College developed a Memorandum of Understanding to allow students from district high schools to attend the Middle College at Skyline College. As in years past, effective for Fiscal Year 2019-2020 and continuing for Fiscal Year 2020-2021, SSFUSD agrees to pay SMCCCD \$6,800 per student who attends the Middle College at Skyline College.

RECOMMENDATION

Skyline College recommends that the Board of Trustees approve the Memorandum of Understanding with South San Francisco Unified School District regarding the Middle College at Skyline College effective July 1, 2020 through June 30, 2021.

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AGREEMENT
WITH SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
FOR MIDDLE COLLEGE AT SKYLINE COLLEGE
2020-21**

This Agreement is entered into this **1st day of July 2020**, by and between the San Mateo County Community College District, a political subdivision of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called "SMCCCD") and South San Francisco Unified School District, a unified school district formed and existing under the laws of the State of California, having its business address at 398 B Street, South San Francisco, CA 94080 (hereinafter called "SSFUSD").

GOVERNANCE

1. **GOVERNANCE.** The Middle College at Skyline College (MCSC) will be jointly administered by SMCCCD and SSFUSD. It will be established as an alternative program of choice between the SSFUSD and the State Superintendent of Public Instruction (SSPI) and subject to district, state, and federal policies and requirements.
2. **EDUCATION CODE AND WAIVERS.** SSFUSD will seek, apply for, and obtain all necessary waivers from the SSPI, if any, to fully support a middle college operating as an alternative program of choice within SSFUSD.
3. **EDUCATION ADVISORY COMMITTEE AND LIAISON.** The MCSC Education Advisory Committee (hereinafter called "EAC") will provide support and guidance for the Middle College. The EAC will consist of the Superintendent of SSFUSD or his/her designee(s); Skyline College Vice President of Instruction or his/her designee(s); and the SMCCCD MCSC Director (hereinafter called "MCSC Director"). The EAC will review instructional and programmatic activities (including for consistency with section 11300 of the California Education Code), identify problems, issues and challenges that arise, and make recommendations for the program in order to ensure student success.
 - a. The SSFUSD designee will report to the SSFUSD and has the fiduciary responsibility to comply with the California Department of Education regulations, i.e., state reporting, high school transcripts, IEPs, student safety, curriculum, and graduation; and comply with all SSPI requirements (e.g., waivers); and provide assistance in referring potential students and promoting MCSC.
 - b. The MCSC Director will report to the Skyline College Vice-President of Instruction and has the responsibility of administering and managing the daily operations necessary to implement and maintain the middle college on the Skyline College campus, as well as, exercise responsibility over program operations, including faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance.

- c. The MCSC Director and the Director of Educational Services will collaborate to assure successful implementation of the program operations, i.e., faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance. They will monitor student progress, satisfy data reporting requirements and other program-appropriate issues or concerns.

FUNDING

4. SSFUSD will fund each student enrolled in MCSC at \$6800 per student. The total program cost is dependent on student enrollment and will be adjusted accordingly. SMCCCD will fund all MCSC costs not covered by SSFUSD's funding provided for in this section 4 or from other sources. The total program cost is dependent on student enrollment and will be adjusted accordingly.
 - a. Students are admitted to MCSC program for the fall and spring semester. Should a SSFUSD student not complete a full semester, the SSFUSD will pay half of the annual cost per student. Should a SSFUSD student complete one semester, but not a second semester, the SSFUSD will pay the full annual cost per student. Please refer attached Appendix A for a detailed depiction of cost-completion matrix.

5. REMUNERATION FOR SERVICES.

SMCCCD will invoice in December 2020 and May 2021, the bills are pay in January 2021 and June 2021.

- a. SSFUSD, upon receipt of a detailed invoice, should process payment to the following:

SMCCCD: San Mateo County Community College District,
Accounts Payable Office
3401 CSM Drive, San Mateo, CA 94402

TERM, TERMINATION AND TIME OF PERFORMANCE

6. **TERM OF CONTRACT.** This Agreement shall commence on July 1, 2020 and terminate on June 30, 2021. 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.
7. **TERMINATION OF CONTRACT.** SMCCCD may terminate for cause this Agreement, by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented to the SSFUSD within 60 days of the end of the current term so as not to interrupt student learning.

SSFUSD may terminate for cause this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be

presented to the SMCCCD within 60 days of the end of the current term so as not to interrupt student learning.

STAFFING

8. SMCCCD agrees to provide, through its established employment policies and procedures, the following staff to perform the following services:
 - a. The Director will oversee daily operations and provide supervision of all aspects of the Middle College at Skyline College including serving as an effective liaison between Skyline College and the SSFUSD.
 - b. The MCSC staff will monitor the progress of Middle College students in college and high school equivalent classes, will develop and implement high school equivalent curriculum in collaboration with SSFUSD Curriculum and Instructional staff that includes common core standards for English Language Arts and Literacy in History, Socials Studies, Science, and Technical Subjects including career and self-development courses, as well as monitor student and performance in all elements of MCSC.
 - c. In addition to the director and adjunct faculty members, SMCCCD will provide a 1.0 Full Time Equivalent (FTE) office assistant to support the Middle College Director, faculty and the day-to-day operation of the program.
 - d. SMCCCD will also provide a 2.0 FTE retention specialists whose duties include but are not limited to outreach and retention of students.
 - e. The personnel provided hereunder shall be employed, assigned, directed and evaluated by the SMCCCD in accordance with the SMCCCD Collective Bargaining Agreements, and shall not be considered employees of the SSFUSD. SMCCCD shall pay all salary and provide all benefits to which the personnel provided are entitled in the normal course of their employment with SMCCCD.

FACILITIES AND SERVICES

9. **PREMISES.** Subject to the terms and conditions set forth in this Agreement and during the term of the Agreement, SMCCCD will provide MCSC with space at Skyline College for classrooms, as well as staff and office space for all MCSC events.

Further, SMCCCD will provide MCSC with office supplies and outreach materials, as well as access to copy machines for instructional purposes.

10. **DISCLOSURES.** SSFUSD shall affirmatively make the following written disclosures to any potential enrollee in the Middle College Program, in a manner reasonably designed to inform all potential MCSC students and their parents/guardians of the following:

- a. MCSC is an alternative program of choice offered by the SSFUSD to its students. A maximum of 35 seats per grade level attending SSFUSD high schools will be reserved on an annual basis. SSFUSD may have additional seats as they are available in the 11th and/or 12th grade cohorts.
- b. MCSC Faculty are acting in the capacity of employees and agents of SMCCCD, and are not pursuing any employment activity for or on behalf of SSFUSD. Such faculty are not agents of SSFUSD.
- c. The MCSC Faculty shall be employed, assigned, directed, and evaluated by SMCCCD in accordance with the SMCCCD's Collective Bargaining Agreement. SMCCCD shall pay all salaries and provide all benefits to which the MCSC Faculty are entitled in the normal course of their employment with the SMCCCD.
- d. Students are dual enrolled in Skyline College courses. Complaints regarding instructor conduct, grading or other complaints or claims arising from Middle College students' concurrent enrollment in a Skyline College course must be directed to and resolved by Skyline College in accordance with policies, rules and regulations established by the SMCCCD.
- e. Parents/guardians will document their acknowledgement that their student must abide by the SMCCCD/Skyline College policies agreed to in signed documents for the MCSC program.
- f. Middle College Program Students are required to adhere to all standards of conduct and rules and regulations established both by SSFUSD and SMCCCD in their respective student hand books.
- g. Students will provide their own transportation to Skyline College in order to attend courses and other programs or Skyline College sponsored events.

ATTENDANCE AND OTHER DATA SHARING

11. **ATTENDANCE.** MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by SSFUSD that is consistent with the waivers, if any; being requested from the SSPI by SSFUSD.
12. **STUDENT MANAGEMENT SYSTEM.** Through a mutually determined process SSFUSD will provide MCSC staff access to SSFUSD student management and learning management systems.

CURRICULUM, INSTRUCTION, BOOKS & SUPPLIES

13. **CURRICULUM.** The goal of the partnership is to offer a seamless transition between high

school to post-secondary education that promotes: (1) academic preparation for applying in the 12th grade to four-year colleges/universities; and/or (2) academic preparation for transferring from Skyline College to four-year colleges/universities; and/or (3) academic preparation for an Associate degree and/or (4) academic preparation for career technical education certificate. The following pathways are as follows:

a. **A-G College Entrance Requirements**

This is a sequence of high school courses that high school students must complete (with a grade of C or better) to be minimally eligible for admission to the University of California (UC) and California State University (CSU). Dual enrollment courses are included.

b. **CSU General Education – Breadth Certification**

This includes COLLEGE courses which have been approved to meet one of the General Education (GE) Breadth requirements (i.e., Areas A through E) for the California State University (CSU) system. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.

c. **Intersegmental General Education Transfer Curriculum (IGETC)**

This includes COLLEGE courses which have been approved to meet the lower-division general education requirements at any CSU or University of California (UC) campus. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.

d. **Associate Degree & Career Technical Education Certificate**

This includes COLLEGE courses which have been approved to meet associate degree and/or career technical education certificate general education requirements.

14. **INSTRUCTION.** Instruction under this agreement will be provide for an enrollment of up to 35 students in the 11th and 35 students in the 12th grades. All courses will be conducted on the Skyline College campus.

a. Students will receive 180 minutes of daily instruction by California secondary teaching credential instructors.

b. The instructional calendar will be based on 180 school days.

c. Students will participate in assigned high school equivalent classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. Students will take high school courses to earn their high school diploma and accrue college units toward either a Career Technical Education certificate and/or associate degree, and/or transfer to four-year college/university.

- d. Skyline College will provide all students with the academic support services needed to complete their courses successfully, which will include, but not be limited to academic coaching, tutoring, counseling/social services support. There is no cost for students to attend MCSC up to 11.0 college units.
 - e. SMCCCD will award college credit for all courses successfully completed in accordance with official SMCCCD policies and procedures. Students be enrolled in approved concurrently enrolled courses to receive both high school and college credit for the courses.
 - f. SSFUSD will accept courses for high school credit by the beginning of the subsequent semester.
 - g. SMCCCD will assign faculty to deliver, monitor and evaluate the instruction of courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the SSPI, SMCCCD, and the SSFUSD. SMCCCD faculty will have at least a master's degree and meet the other requirements necessary for instructors employed by a community college and meet the SSFUSD teacher requirements.
 - h. A student's withdrawal prior to completion of a course offered as part of this AGREEMENT shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
15. **BOOKS, SUPPLEMENTAL MATERIALS, SERVICES & FEES.** All high school textbooks and supplemental materials required for the mandatory high school classes will be provided by SSFUSD.
- a. Tuition fees shall not be assessed to students taking 11.0 or fewer units. Students taking more than 11.0 units will be responsible for the total cost of community college tuition, fees and textbooks.
 - b. SMCCCD shall have no obligation to provide students with school supplies such as course materials, lab equipment, pens, paper, and book bags.
 - c. Students will receive \$250 credit each semester to purchase and/or rent textbooks, students are responsible for any amount more than \$250.
 - d. Students shall not be assessed a health services fee, but will have access to SMCCCD health services.
 - e. SMCCCD will provide the same resources and services to MCSC students that are available to all Skyline College students including counselling, library and Learning Center resources.

GENERAL PROVISIONS

16. **SAFETY.** If any MCSC student should experience an accident or sudden illness while on the Skyline College campus, the response to such incidents will be based upon applicable SMCCCD regulations, guidelines, and procedures.
17. **EMERGENCY.** In emergency situations, MCSC students will follow emergency procedures as directed by SMCCCD emergency personnel.
 - a. All students are required to have a Student Emergency/Medical Information Card on file in MCSC office. Student Emergency/Medical Information Cards must be updated every school year, and the MCSC should be notified of any changes of information on the student emergency/medical information cards.
 - b. Students will remain on campus under the supervision of school staff during the regular school day or until it is determined safe to allow the students to go home. If students must be released prior to the end of the school day, the MCSC staff will automatically call the emergency contact and leave a message.
 - c. Students who are 18 years of age or older may legally leave the premises, but will be encouraged to stay until contact with a parent/guardian can be made. For accountability/tracking purposes, the student must communicate his/her intended destination (e.g., home, grandparents' house, neighbor's house) for MCSC Staff to use to inform any adult who may come looking for them.
18. **ATTENDANCE AND DATA SHARING.** SMCCCD and SSFUSD shall have equal access to students' data, including fiscal data. MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by the SSFUSD. An annual audit of the MCSC program will be submitted by SSFUSD to the SSPI.
 - a. Permanent records of student attendance, grades and achievement will be maintained by SSFUSD for SSFUSD students who enroll in a course(s) offered as part of this AGREEMENT. Permanent records of student enrollment, grades and achievement for COLLEGE courses shall be maintained by COLLEGE.
 - b. Each party shall maintain records pertaining to this AGREEMENT as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.
19. **ENROLLMENT/ELIGIBILITY.** Participation at MCSC is through application, interview and selection only. Admitted students are considered concurrently enrolled college students (as defined by state law related to community college), with all the benefits and responsibilities of all other Skyline College student.

- a. SMCCCD will provide the necessary admission and registration forms and procedures and both SMCCCD and SSFUSD will jointly ensure that each applicant accepted has met all the enrollment requirements.
 - b. SSFUSD and SMCCCD understand and agree that successful admission and registration requires that each participating student has completed the SMCCCD dual enrollment application process.
 - c. The MCSC Director has been designated by San Mateo Union High School District to sign the College Connection Course Request Form (concurrent enrollment form) to assist students in the registration process. Each semester the MCSC Director will provide the respective high school principals and Assistant Superintendent of Educational Services a list of students that were approved for concurrent enrollment.
20. **RELATIONSHIP OF THE PARTIES.** 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 SMCCCD may specify in writing, SSFUSD shall have no authority, expressed or implied, to act on behalf of SMCCCD in any capacity whatsoever. SSFUSD shall have no authority, expressed or implied, pursuant to this Agreement to bind SMCCCD to any obligation whatsoever. Except as SSFUSD may specify in writing, SMCCCD shall have no authority, expressed or implied, to act on behalf of SSFUSD in any capacity whatsoever. SMCCCD shall have no authority, expressed or implied pursuant to this Agreement to bind SSFUSD to any obligation whatsoever. SSFUSD and the SMCCCD will each be solely responsible for and will bear all of their own respective costs and expenses; at no time will either be responsible for any costs or expenses incurred by the other party.
21. **TRADEMARKS.** For the term of this Agreement and subject to its terms and conditions, each party agrees to get prior approval by the other party for use of that party's name, logos, and trademarks for the purposes of advertisement.
22. **SEPARATE EMPLOYERS.** This agreement does not permit or authorize either party to enter into, directly or indirectly, a joint employer relationship vis-a-vis the other's employees. SMCCCD will determine the hiring, termination or other terms and conditions of employment of its own employees. SSFUSD and the SMCCCD will not be joint employers nor co-employers of any employee of either or both Parties. SSFUSD shall not be employer or joint employer of any instructors hired by SMCCCD to teach its coursework, and such instructors shall not be agents of the SSFUSD. Notwithstanding any other provision herein, the SMCCCD shall defend and indemnify SSFUSD against any claim by a SMCCCD employee, which is based in whole or in part on the argument that while working for the SMCCCD, the instructor was also an employee or agent of SSFUSD.
23. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY UNDER LAW.** Each Party agrees that in a manner consistent with applicable law, each will administer their activities provided for

in this Agreement in full compliance with all laws and regulations governing their respective activities. The Parties also agree to comply with all other applicable federal, state, county, and local laws, ordinance, regulations, and codes in the performance of all of their obligations to each other under this Agreement. The Parties agree that actions taken or not taken, in compliance with the rules, guidelines or opinions of regulatory, licensing and accrediting bodies, boards and governing associations, shall not constitute a violation of the Agreement.

24. **FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.** SSFUSD is an equal opportunity employer. By entering into this Agreement, SMCCCD certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 1 1246, 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. SMCCCD personnel policies shall be made available to SSFUSD upon request.
25. **NOTICES.** Any notice required to be given or delivered to the other shall be in writing and addressed to the parties at the addresses provided below parties at the addresses provided below

College District
San Mateo County Community College District
Bernata Slater, Chief Financial Officer
3401 CSM Drive
San Mateo, CA 94402

SSFUSD
South San Francisco Unified School District
Keith Irish
Assistant Superintendent for Educational Services & Categorical Programs
398 B Street,
South San Francisco, CA 94080

26. **MODIFICATION AND WAIVER.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.
27. **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.
28. **SUCCESSORS AND ASSIGNS.** Neither party may assign, transfer or delegate all or any part of its rights or obligations under this Agreement to any party, including subsidiaries,

parent corporations, successors, or unrelated third parties without the other party's written consent, which either party may, in its sole discretion, withhold as it determines appropriate. Any unauthorized assignment, transfer, or delegation of all or any part of its rights or obligations under this Agreement shall constitute a material breach of this Agreement and shall be cause for immediate termination, subject to the other party's sole discretion.

29. **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.
30. **COUNTERPARTS.** This Agreement may be executed in any number of counterpart, each of which shall be deemed an original, but all such counterparts, together shall constitute one and the same instrument.
31. **LIABILITY AND INSURANCE.** SSFUSD shall be responsible for all damages to persons or properties that occur as a result of SSFUSD's or SSFUSD's employees fault or negligence in connection with the performance of this Agreement. SMCCCD shall be responsible for all damages to persons or properties that occur as a result of SMCCCD's or SMCCCD's employees' fault or negligence in connection with the performance of this Agreement.

SSFUSD and SMCCCD shall each take out and maintain during the life of this Agreement such liability insurance as shall protect them 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 either of the agencies or by any Subcontractor or by anyone directly or indirectly employed by either of them.

- 30.1 **Required Coverage.** SSFUSD and SMCCCD shall each 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 or the SSFUSD Superintendent, as the case may be.

Comprehensive General Liability and Property Damage insurance including:

- a. 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.

30.2 **Required Rating.** Insurance carriers must have a Best rating of A(-) | 0 or better.

30.3 **Endorsements and Certificates of Insurance.** San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SSFUSD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insured. South San Francisco Unified School District, its Officers, Agents, and Employees must be named by endorsement on SMCCCD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insureds.

Certificates of Insurance and endorsements for coverages required herein shall be filed with SSFUSD's Superintendent and the SMCCCD's Chief Financial Officer prior to the commencement of work under this Agreement. The certificates shall provide that if the policy or policies be canceled by the insurance company or by SSFUSD or SMCCCD, as the case may be, during the terms of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to SSFUSD's Superintendent or SMCCCD's Chief Financial Officer as the case may be. The certificates shall also show the information that the San Mateo County Community College District is named on SSFUSD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured and that the SSFUSD is named on SMCCCD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured. With respect to insurance procured by the SSFUSD, 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. With respect to insurance procured by the SMCCCD, certificates shall clearly state that "The South San Francisco Unified School 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 SSFUSD.

32. **WORKERS' COMPENSATION INSURANCE.** SSFUSD and SMCCCD shall each have in effect, during the full term of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, both parties certify 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.

Each Party Initials (if applicable)

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.

Each Party Initials (if applicable)

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

33. MUTUAL HOLD HARMLESS

- a. SMCCCD shall indemnify, hold harmless and defend the SSFUSD trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SMCCCD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.
- b. SSFUSD shall indemnify, hold harmless and defend SMCCCD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SSFUSD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.
- c. In the event of the concurrent negligence of SSFUSD and/or its officers and/or employees and SMCCCD and/or its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under California's theory of comparative negligence as presently established or as may hereafter be modified.

- 34. 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 portion of the expenses of the mediator.

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

35. **AMENDMENTS.** This Agreement may be amended only by a written instrument signed by both SMCCCD and SSFUSD which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
36. **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.
37. **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.
38. **REQUIRED POLICIES AND PROCEDURES.** SMCCCD shall have in place during the life of this Agreement such written rules, policies and procedures, including discrimination and harassment complaint procedures, as are required by applicable law.
39. **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.
40. **FAILURE TO PERFORM.** If, at any time, in the opinion of SSFUSD, SMCCCD 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 SMCCCD to be performed, kept, and observed, SSFUSD may give SMCCCD written notice to correct such conditions or cure such default; and if any such condition or default shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon SSFUSD or its duly authorized representative may employ other parties or carry this Agreement to completion as SSFUSD may deem proper.
41. **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: _____

Bernata Slater

Chief Financial Officer

Date:

Federal Tax Payer Identification Number:
(EIN) 94-3084147

**SOUTH SAN FRANCISCO UNIFIED
SCHOOL DISTRICT**

By: Ted O _____

Name: Ted O

Assistant Superintendent, Business

Date:

Federal Tax Payer Identification Number
(EIN): 94-308

Appendix A

Case	Description	Total Charge to HS
1	<i>Student completes two terms</i>	\$ 6,850
2	<i>Student enrolls in Fall term and does not complete.</i>	\$ 3,425
3	<i>Student completes only Fall term, does not enroll Spring</i>	\$ 3,425
4	<i>Students completes only Fall, withdraw Spring after drop period</i>	\$ 6,800
5	<i>Student completes only Fall, withdraw during drop period</i>	\$ 3,425
6	<i>Student enrolls and completes Spring only</i>	\$ 3,425
7	<i>Student enrolls and does not complete Spring only</i>	\$ 3,425
8	<i>Student completes Fall, withdraws from Spring during valid drop period, 'replaced' by a Spring only enrollee. (combination of cases 5 plus 6 or 7.)</i>	\$ 6,800

BOARD REPORT NO. 20-7-104B

TO: Members of the Board of Trustees
FROM: Michael Claire, Chancellor
PREPARED BY: Dr. Jannett Jackson, Interim President, Skyline College

APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH SAN MATEO UNION HIGH SCHOOL DISTRICT REGARDING SKYLINE COLLEGE MIDDLE COLLEGE

Skyline College recommends that the Board of Trustees approve the attached Memorandum of Understanding with San Mateo Union High School District regarding the Middle College at Skyline College effective July 1, 2020 through June 30, 2021.

In collaboration with Dr. Kevin Skelly of San Mateo Union High School District (SMUHSD), the Middle College at Skyline College developed an Agreement to allow students from Capuchino High School to attend the Middle College at Skyline College. This Agreement will facilitate the enrollment of Capuchino High School students in the Middle College at Skyline College, the Middle College that is closest to many of the students who attend Capuchino High School. The Capuchino High School student enrollment is capped at 15 students.

Effective FY 2020-2021, SMUHSD agreed to pay SMCCCD \$6,800 per student who attends the Middle College at Skyline College.

RECOMMENDATION

Skyline College recommends that the Board of Trustees approve the Agreement between the San Mateo Union High School District and San Mateo County Community College District regarding the Middle College at Skyline College effective July 1, 2020 through June 30, 2021.

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AGREEMENT
WITH SAN MATEO UNION HIGH SCHOOL DISTRICT
FOR MIDDLE COLLEGE AT SKYLINE COLLEGE
2020-21**

This Agreement is entered into this **1st day of July, 2020**, by and between the San Mateo County Community College District, a political subdivision of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called "SMCCCD") and San Mateo Union School District, a union school district formed and existing under the laws of the State of California, having its business address at 650 North Delaware Street, San Mateo, CA 94401 (hereinafter called "SMUHSD").

GOVERNANCE

1. **GOVERNANCE.** The Middle College at Skyline College (MCSC) will be jointly administered by SMCCCD and SMUHSD. It will be established as an alternative program of choice between the SMUHSD and the State Superintendent of Public Instruction (SSPI) and subject to district, state, and federal policies and requirements.
2. **EDUCATION CODE AND WAIVERS.** SMUHSD will seek, apply for, and obtain if necessary any waivers from the SSPI, if any, to fully support a middle college operating as an alternative program of choice within SMUHSD.
3. **EDUCATION ADVISORY COMMITTEE AND LIAISON.** The MCSC Education Advisory Committee (hereinafter called "EAC") will provide support and guidance for the Middle College. The EAC will consist of the Superintendent of SMUHSD or his/her designee(s), the Director of Student Services; Skyline College Vice President of Instruction or his/her designee(s), the MCSC Director. The EAC will review instructional and programmatic activities (including for consistency with section 11300 of the California Education Code), identify problems, issues and challenges that arise, and make recommendations for the program in order to ensure student success.
 - a. The Director of Student Services will report to the SMUHSD and has the fiduciary responsibility to comply with the California Department of Education regulations, i.e., state reporting, high school transcripts, IEPs, student safety, curriculum, and graduation; and comply with all SSPI requirements (e.g., waivers); and provide assistance in referring and recruiting potential students and promoting MCSC.
 - b. The MCSC Director will report to the Skyline College Vice-President of Instruction and has the responsibility of administering and managing the daily operations necessary to implement and maintain the middle college on the Skyline College campus, as well as, exercise responsibility over program operations, including

faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance.

- c. The MCSC Director and the Director of Student Services will collaborate to assure successful implementation of the program operations, i.e., faculty and staff hiring and supervision, student selection, curriculum alignment, scheduling of courses, academic standards, and student attendance. They will monitor student progress, satisfy data reporting requirements and other program-appropriate issues or concerns.

FUNDING

4. SMUHSD will fund each student enrolled in MCSC at \$6800 per student. The total program cost is dependent on student enrollment and will be adjusted accordingly. SMCCCD will fund all MCSC costs not covered by SMUHSD's funding provided for in this section 4 or from other sources. The total program cost is dependent on student enrollment and will be adjusted accordingly.
 - a. Students are admitted to MCSC program for the fall and spring semester. Should a SMUHSD student not complete a full semester, the SMUHSD will pay half of the annual cost per student. Should a SMUHSD student complete one semester, but not a second semester, the SMUHSD will pay the full annual cost per student. Please refer attached Appendix A for a detailed depiction of cost-completion matrix.
5. **REMUNERATION FOR SERVICES.**

SMCCCD will invoice in December 2020 and May 2021, the bills are pay in January 2021 and June 2021.

- a. SMUHSD, upon receipt of a detailed invoice, should process payment to the following:

SMCCCD: San Mateo County Community College District,
Accounts Payable Office
3401 CSM Drive, San Mateo, CA 94402

TERM, TERMINATION AND TIME OF PERFORMANCE

6. **TERM OF CONTRACT.** This Agreement shall commence on July 1, 2020 and terminate on June 30, 2021. 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.

7. **TERMINATION OF CONTRACT.** SMCCCD may terminate for cause this Agreement, by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented to the SMUHSD within 60 days of the end of the current term so as not to interrupt student learning.

SMUHSD may terminate for cause this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented to the SMCCCD within 60 days of the end of the current term so as not to interrupt student learning.

STAFFING

8. SMCCCD agrees to provide, through its established employment policies and procedures, the following staff to perform the following services:
- a. The Director will oversee daily operations and provide supervision of all aspects of the Middle College at Skyline College including serving as an effective liaison between Skyline College and the SMUHSD.
 - b. The MCSC staff will monitor the progress of Middle College students in college and high school equivalent classes, will develop and implement high school equivalent curriculum in collaboration with SMUHSD that includes common core standards for English Language Arts and Literacy in History, Socials Studies, Science, and Technical Subjects including career and self-development courses, as well as monitor student and performance in all elements of MCSC.
 - c. In addition to the director and adjunct faculty members, SMCCCD will provide a 1.0 Full Time Equivalent (FTE) office assistant to support the Middle College Director, faculty and the day-to-day operation of the program.
 - d. SMCCCD will also provide 2.0 FTE retention specialists whose duties include but are not limited to outreach and retention of students.
 - e. The personnel provided hereunder shall be employed, assigned, directed and evaluated by the SMCCCD in accordance with the SMCCCD Collective Bargaining Agreements, and shall not be considered employees of the SMUHSD. SMCCCD shall pay all salary and provide all benefits to which the personnel provided are entitled in the normal course of their employment with SMCCCD.

FACILITIES AND SERVICES

9. **PREMISES.** Subject to the terms and conditions set forth in this Agreement and during the term of the Agreement, SMCCCD will provide MCSC with space at Skyline College for classrooms, as well as staff and office space.

Further, SMCCCD will provide MCSC with office supplies and outreach materials, as well as access to copy machines for instructional purposes.

10. **DISCLOSURES.** SMUHSD shall affirmatively make the following written disclosures to any potential enrollee in the Middle College Program, in a manner reasonably designed to inform all potential MCSC students and their parents/guardians of the following:
- a. The MCSC is an alternative program of choice offered by the SMUHSD to its students. A maximum of 15 students per grade level attending Capuchino High School and/or living in the city of San Bruno, California and/or Millbrae, California will be reserved on an annual basis. SMUHSD may have additional seats as they are available in either 11th or 12th grade cohort.
 - b. MCSC Faculty are acting in the capacity of employees and agents of SMCCCD, and are not pursuing any employment activity for or on behalf of SMUHSD. Such faculty are not agents of SMUHSD.
 - c. The MCSC Faculty shall be employed, assigned, directed, and evaluated by SMCCCD in accordance with the SMCCCD's Collective Bargaining Agreement. SMCCCD shall pay all salaries and provide all benefits to which the MCSC Faculty are entitled in the normal course of their employment with the SMCCCD.
 - d. Students are dual enrolled in Skyline College courses. Complaints regarding instructor conduct, grading or other complaints or claims arising from Middle College students' concurrent enrollment in a Skyline College course must be directed to and resolved by Skyline College in accordance with policies, rules and regulations established by the SMCCCD.
 - e. Parents/guardians will document their acknowledgement that their student must abide by the SMCCCD/Skyline College policies agreed to in signed documents for the MCSC program.
 - f. Middle College Program Students are required to adhere to all standards of conduct and rules and regulations established both by SMUHSD and SMCCCD in their respective student hand books.
 - g. Students will provide their own transportation to Skyline College in order to attend courses and other programs or Skyline College sponsored events.

ATTENDANCE AND OTHER DATA SHARING

11. **ATTENDANCE.** MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by SMUHSD that is consistent with the waivers, if any; being requested from the SSPI by SMUHSD.
12. **STUDENT MANAGEMENT SYSTEM.** Through a mutually determined process SMUHSD will provide MCSC staff access to SMUHSD student management and learning management systems.

CURRICULUM, INSTRUCTION, BOOKS & SUPPLIES

13. **CURRICULUM.** The goal of the partnership is to offer a seamless transition between high school to post-secondary education that promotes: (1) academic preparation for applying in the 12th grade to four-year colleges/universities; and/or (2) academic preparation for transferring from Skyline College to four-year colleges/universities; and/or (3) academic preparation for an Associate degree and/or (4) academic preparation for career technical education certificate. The following pathways are as follows:
 - a. **A-G College Entrance Requirements**

This is a sequence of high school courses that high school students must complete (with a grade of C or better) to be minimally eligible for admission to the University of California (UC) and California State University (CSU). Dual enrollment courses are included.
 - b. **CSU General Education – Breadth Certification**

This includes COLLEGE courses which have been approved to meet one of the General Education (GE) Breadth requirements (i.e., Areas A through E) for the California State University (CSU) system. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.
 - c. **Intersegmental General Education Transfer Curriculum (IGETC)**

This includes COLLEGE courses which have been approved to meet the lower-division general education requirements at any CSU or University of California (UC) campus. Many are approved as A – G college entrance requirements. The specific courses offered during any particular semester will vary.
 - d. **Associate Degree & Career Technical Education Certificate**

This includes COLLEGE courses which have been approved to meet associate degree and/or career technical education certificate general education requirements.

14. **INSTRUCTION.** Instruction under this agreement will be provide for enrollment of up to 15 students in the 11th and 15 students in the 12th grades. All courses will be conducted on the Skyline College campus.
- a. Students will receive 180 minutes of daily instruction by California secondary teaching credential instructors.
 - b. The instructional calendar will be based on 180 school days.
 - c. Students will participate in assigned high school equivalent classes, work with tutors and counselors, and receive intensive support services in order to facilitate their success. Students will take high school courses to earn their high school diploma and accrue college units toward either a Career Technical Education certificate and/or associate degree, and/or transfer to four-year college/university.
 - d. Skyline College will provide all students with the academic support services needed to complete their courses successfully, which will include, but not be limited to academic coaching, tutoring, counseling/social services support. There is no cost for students to attend MCSC up to 11.0 college units.
 - e. SMCCCD will award college credit for all courses successfully completed in accordance with official SMCCCD policies and procedures. Students be enrolled in approved concurrently enrolled courses to receive both high school and college credit for the courses.
 - f. SMUHSD will accept courses for high school credit by the beginning of the subsequent semester.
 - g. SMCCCD will assign faculty to deliver, monitor and evaluate the instruction of courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the SSPI, SMCCCD, and the SMUHSD. SMCCCD faculty will have at least a master's degree and meet the other requirements necessary for instructors employed by a community college and meet the SMUHSD teacher requirements.
 - h. A student's withdrawal prior to completion of a course offered as part of this AGREEMENT shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.

15. **BOOKS, SUPPLEMENTAL MATERIALS, SERVICES & FEES.** All high school textbooks and supplemental materials required for the mandatory high school classes will be provided by SMUHSD.
- a. Tuition fees shall not be assessed to students taking 11.0 or fewer units. Students taking more than 11.0 units will be responsible for the total cost of community college tuition, fees and textbooks.
 - b. SMCCCD shall have no obligation to provide students with school supplies such as course materials, lab equipment, pens, paper, and book bags.
 - c. Students will receive \$250 credit each semester to purchase and/or rent textbooks, students are responsible for any amount more than \$250.
 - d. Students shall not be assessed a health services fee, but will have access to SMCCCD health services.
 - e. SMCCCD will provide the same resources and services to MCSC students that are available to all Skyline College students including tutoring, academic coaching, psychological services, career services, counselling, library and Learning Center resources.

GENERAL PROVISIONS

16. **SAFETY.** If any MCSC student should experience an accident or sudden illness while on the Skyline College campus, the response to such incidents will be based upon applicable SMCCCD regulations, guidelines, and procedures.
17. **EMERGENCY.** In emergency situations, MCSC students will follow emergency procedures as directed by SMCCCD emergency personnel.
- a. All students are required to have a Student Emergency/Medical Information Card on file in MCSC office. Student Emergency/Medical Information Cards must be updated every school year, and the MCSC should be notified of any changes of information on the student emergency/medical information cards.
 - b. Students will remain on campus under the supervision of school staff during the regular school day or until it is determined safe to allow the students to go home. If students must be released prior to the end of the school day, the MCSC staff will automatically call the emergency contact and leave a message.

- c. Students who are 18 years of age or older may legally leave the premises, but will be encouraged to stay until contact with a parent/guardian can be made. For accountability/tracking purposes, the student must communicate his/her intended destination (e.g., home, grandparents' house, neighbor's house) for MCSC staff to use to inform any adult who may come looking for them.
18. **ATTENDANCE AND DATA SHARING.** SMCCCD and SMUHSD shall have equal access to students' data, including fiscal data. MCSC shall take and track attendance and high school class requirements, including grade information in the manner designated by the SMUHSD. An annual audit of the MCSC program will be submitted by SMUHSD to the SSPI.
- a. Permanent records of student attendance, grades and achievement will be maintained by SMUHSD for SMUHSD students who enroll in a course(s) offered as part of this AGREEMENT. Permanent records of student enrollment, grades and achievement for COLLEGE courses shall be maintained by COLLEGE.
 - b. Each party shall maintain records pertaining to this AGREEMENT as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.
19. **ENROLLMENT/ELIGIBILITY.** Participation at MCSC is through application, interview and selection only. Admitted students are considered concurrently enrolled college students (as defined by state law related to community college), with all the benefits and responsibilities of all other Skyline College student.
- a. SMCCCD will provide the necessary admission and registration forms and procedures and both SMCCCD and SMUHSD will jointly ensure that each applicant accepted has met all the enrollment requirements.
 - b. SMUHSD and SMCCCD understand and agree that successful admission and registration requires that each participating student has completed the SMCCCD dual enrollment application process.
 - c. The MCSC Director has been designated by San Mateo Union High School District to sign the College Connection Course Request Form (concurrent enrollment form) to assist students in the registration process. Each semester the MCSC Director will provide the respective high school principals and Assistant Superintendent of Educational Services a list of students that were approved for concurrent enrollment.

20. **RELATIONSHIP OF THE PARTIES.** 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 SMCCCD may specify in writing, SMUHSD shall have no authority, expressed or implied, to act on behalf of SMCCCD in any capacity whatsoever. SMUHSD shall have no authority, expressed or implied, pursuant to this Agreement to bind SMCCCD to any obligation whatsoever. Except as SMUHSD may specify in writing, SMCCCD shall have no authority, expressed or implied, to act on behalf of SMUHSD in any capacity whatsoever. SMCCCD shall have no authority, expressed or implied pursuant to this Agreement to bind SMUHSD to any obligation whatsoever. SMUHSD and the SMCCCD will each be solely responsible for and will bear all of their own respective costs and expenses; at no time will either be responsible for any costs or expenses incurred by the other party.
21. **TRADEMARKS.** For the term of this Agreement and subject to its terms and conditions, each party agrees to get prior approval by the other party for use of that party's name, logos, and trademarks for the purposes of advertisement.
22. **SEPARATE EMPLOYERS.** This agreement does not permit or authorize either party to enter into, directly or indirectly, a joint employer relationship vis-a-vis the other's employees. SMCCCD will determine the hiring, evaluation, termination or other terms and conditions of employment of its own employees. SMUHSD and the SMCCCD will not be joint employers nor co-employers of any employee of either or both Parties. SMUHSD shall not be employer or joint employer of any instructors hired by SMCCCD to teach its coursework, and such instructors shall not be agents of the SMUHSD. Notwithstanding any other provision herein, the SMCCCD shall defend and indemnify SMUHSD against any claim by a SMCCCD employee, which is based in whole or in part on the argument that while working for the SMCCCD, the instructor was also an employee or agent of SMUHSD.
23. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY UNDER LAW.** Each Party agrees that in a manner consistent with applicable law, each will administer their activities provided for in this Agreement in full compliance with all laws and regulations governing their respective activities. The Parties also agree to comply with all other applicable federal, state, county, and local laws, ordinance, regulations, and codes in the performance of all of their obligations to each other under this Agreement. The Parties agree that actions taken or not taken, in compliance with the rules, guidelines or opinions of regulatory, licensing and accrediting bodies, boards and governing associations, shall not constitute a violation of the Agreement.

24. **FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS.** SMUHSD is an equal opportunity employer. By entering into this Agreement, SMCCCD certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 1 1246, 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. SMCCCD personnel policies shall be made available to SMUHSD upon request.
25. **NOTICES.** Any notice required to be given or delivered to the other shall be in writing and addressed to the parties at the addresses provided below parties at the addresses provided below

College District
San Mateo County Community College District
Bernata Slater, Chief Financial Officer
3401 CSM Drive
San Mateo, CA 94402

SMUHSD
San Mateo Union High School District
Kevin Skelly, Ph.D., Superintendent
650 North Delaware Street
San Mateo, CA 94401

26. **MODIFICATION AND WAIVER.** No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.
27. **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.
28. **SUCCESSORS AND ASSIGNS.** Neither party may assign, transfer or delegate all or any part of its rights or obligations under this Agreement to any party, including subsidiaries, parent corporations, successors, or unrelated third parties without the other party's written consent, which either party may, in its sole discretion, withhold as it determines appropriate. Any unauthorized assignment, transfer, or delegation of all or any part of its rights or obligations under this Agreement shall constitute a material breach of this Agreement and shall be cause for immediate termination, subject to the other party's sole discretion.

29. **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.
30. **COUNTERPARTS.** This Agreement may be executed in any number of counterpart, each of which shall be deemed an original, but all such counterparts, together shall constitute one and the same instrument.
31. **LIABILITY AND INSURANCE.** SMUHSD shall be responsible for all damages to persons or properties that occur as a result of SMUHSD's or SMUHSD's employees fault or negligence in connection with the performance of this Agreement. SMCCCD shall be responsible for all damages to persons or properties that occur as a result of SMCCCD's or SMCCCD's employees' fault or negligence in connection with the performance of this Agreement.

SMUHSD and SMCCCD shall each take out and maintain during the life of this Agreement such liability insurance as shall protect them 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 either of the agencies or by any Subcontractor or by anyone directly or indirectly employed by either of them.

- 30.1 **Required Coverage.** SMUHSD and SMCCCD shall each 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 or the SMUHSD Superintendent, as the case may be.

Comprehensive General Liability and Property Damage insurance including:

- a. 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.

30.2 **Required Rating.** Insurance carriers must have a Best rating of A(-) | 0 or better.

30.3 **Endorsements and Certificates of Insurance.** San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SMUHSD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insured. San Mateo Union High School District, its Officers, Agents, and Employees must be named by endorsement on SMCCCD's Comprehensive General Liability and Property Damage Policies as co-insured or additional insureds.

Certificates of Insurance and endorsements for coverages required herein shall be filed with SMUHSD's Superintendent and the SMCCCD's Chief Financial Officer prior to the commencement of work under this Agreement. The certificates shall provide that if the policy or policies be canceled by the insurance company or by SMUHSD or SMCCCD, as the case may be, during the terms of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to SMUHSD's Superintendent or SMCCCD's Chief Financial Officer as the case may be. The certificates shall also show the information that the San Mateo County Community College District is named on SMUHSD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured and that the SMUHSD is named on SMCCCD's Comprehensive General Liability and Property Damage policies as co-insured or additional insured. With respect to insurance procured by the SMUHSD, 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. With respect to insurance procured by the SMCCCD, certificates shall clearly state that "The San Mateo Union High School 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 SMUHSD.

32. **WORKERS' COMPENSATION INSURANCE.** SMUHSD and SMCCCD shall each have in effect, during the full term of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, both parties certify 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.

Each Party Initials (if applicable)

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.

Each Party Initials (if applicable)

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

33. MUTUAL HOLD HARMLESS

- a. SMCCCD shall indemnify, hold harmless and defend the SMUHSD trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SMCCCD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.
- b. SMUHSD shall indemnify, hold harmless and defend SMCCCD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of SMUHSD and/or its employees or agents in their performance of this Agreement. Any right to indemnification shall not apply to acts of willful negligence or illegal actions.
- c. In the event of the concurrent negligence of SMUHSD and/or its officers and/or employees and SMCCCD and/or its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under California's theory of comparative negligence as presently established or as may hereafter be modified.

34. 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 portion of the expenses of the mediator.

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

35. **AMENDMENTS.** This Agreement may be amended only by a written instrument signed by both SMCCCD and SMUHSD which writing shall state expressly that it is intended by the parties to amend the terms and conditions of this Agreement.
36. **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.
37. **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.
38. **REQUIRED POLICIES AND PROCEDURES.** SMCCCD shall have in place during the life of this Agreement such written rules, policies and procedures, including discrimination and harassment complaint procedures, as are required by applicable law.
39. **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.
40. **FAILURE TO PERFORM.** If, at any time, in the opinion of SMUHSD, SMCCCD 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 SMCCCD to be performed, kept, and observed, SMUHSD may give SMCCCD written notice to correct such conditions or cure such default; and if any such condition or default shall continue for ten (10) days after said written notice, then, and in that event, this Agreement shall cease and expire. Thereupon SMUHSD or its duly authorized representative may employ other parties or carry this Agreement to completion as SMUHSD may deem

proper.

41. **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: _____

Bernata Slater
Chief Financial Officer

Date:

Federal Tax Payer Identification Number:
94-3084147

**SAN MATEO UNION HIGH SCHOOL
DISTRICT**



By: _____

Kevin Skelly, Ph.D.,
Superintendent

Date:

Federal Tax Payer Identification Number
(EIN): 94-3083861

Appendix A

Case	Description	Total Charge to HS
1	<i>Student completes two terms</i>	\$ 6,850
2	<i>Student enrolls in Fall term and does not complete.</i>	\$ 3,425
3	<i>Student completes only Fall term, does not enroll Spring</i>	\$ 3,425
4	<i>Students completes only Fall, withdraw Spring after drop period</i>	\$ 6,800
5	<i>Student completes only Fall, withdraw during drop period</i>	\$ 3,425
6	<i>Student enrolls and completes Spring only</i>	\$ 3,425
7	<i>Student enrolls and does not complete Spring only</i>	\$ 3,425
8	<i>Student completes Fall, withdraws from Spring during valid drop period, 'replaced' by a Spring only enrollee. (combination of cases 5 <u>plus</u> 6 or 7.)</i>	\$ 6,800

BOARD REPORT NO. 20-7-2C

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

**DISCUSSION OF BOARD DIRECTION ON REVISING STANDING MEETING ITEM
RELATING TO CONTEMPORARY CONVERSATION REGARDING RACE, CLASS,
GENDER, PRIVILEGE AND EQUITY**

At the Board's July 8, 2020 meeting, the Board discussed wanting to revise the format and topics of the monthly standing agenda item relating to Contemporary Conversations Regarding Race, Class, Gender, Privilege and Equity.

The Board will discuss the item described above.

BOARD REPORT NO. 20-7-3C

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

BUDGET UPDATE IN ADVANCE OF THE FY 2020-21 ADOPTED BUDGET

The District is in the process of adjusting its budget projections based on new data available including, but not limited to, changes to revenue estimates, changes to enrollment expectations, and State support for COVID-19 expenses mitigation. The Chancellor and Chief Financial Officer will provide an update with regards to the impacts of these adjustments on the San Mateo County Community College District in advance of the 2020-21 Adopted Budget, which will be presented to the Board of Trustees for adoption at their meeting of September 9, 2020.

BOARD REPORT NO. 20-7-4C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mwanaisha A. Sims, Director of Policy, Training and Compliance, Human Resources

UPDATE ON EFFECT OF THE TITLE IX FINAL RULE AND NEW REGULATIONS

This report provides a general overview of changes relating to recent Title IX regulations issued by the U.S. Department of Education (DOE) on May 6, 2020, with implementation on August 14, 2020. The final regulations govern campus sexual assault under Title IX, the law prohibiting sex discrimination at federally-funded institutions. Due to the complexity and number of changes of the new regulations, District staff will present a full study session on this topic, with the assistance of outside counsel, at a time agendized by the Board in the coming months.

These regulations will be the first Title IX guidance published by DOE's Office of Civil Rights (OCR) to go through a formal notice and comment process since 1997, and will have the force of law, whereas guidance issued by the previous administration in 2011 and 2014 did not.

Under this new guidance, major changes include:

1. Narrowing definition of sexual harassment; (a) Unwelcome conduct on the basis of sex that a reasonable person would determine is so "severe, pervasive and objectively offensive" that it effectively denies a person equal access to the recipient's education program or activity; (b) Quid pro quo harassment, which includes teacher and student but excludes student and student; or (c) Sexual assault, dating violence, domestic violence, or stalking as defined in the Clery Act/Violence Against Women Act ("VAWA").
2. Live Hearings that include schools providing an advisor to each party for cross-examination.
3. Clear and distinct roles of each person on the Title IX Team; at the hearing, the decision maker(s) cannot be the investigator of the complaint or the Title IX Coordinator. The decision maker(s), cannot be the appeals officer.
4. Both parties have a right to appeal a determination regarding responsibility on the following bases: (a) Procedural irregularity that affected the outcome of the matter; (b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and (c) The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
5. No Title IX jurisdiction for conduct that occurs off campus via social media if not tied to an educational program or activity; no Title IX jurisdiction for study abroad programs.

6. A school must make all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process publicly available on its website, or if the recipient does not maintain a website the recipient must make these materials available upon request for inspection by members of the public.
7. Shift from Mandatory Reporter to Responsible Employee with actual knowledge.

The District's Title IX Team has been working to comply with these new regulations. The team currently consists of each of the campuses' Title IX Coordinators and the District Director of Policy, Training and Compliance as the District Investigator. In planning and preparing for the new regulations, the Title IX team has been expanded to include the campuses' Student Conduct Disciplinary Officers and District Human Resources Director.

Because all colleges and universities will be responsible for implementing these new regulations, the District is meeting with colleagues in the Bay 10 Area Human Resources and Region Eight Title IX groups to discuss best practices and sharing plans for implementation. Further, the District team is participating in statewide trainings and workshops to better understand the impact of the regulations and to design necessary revisions to District policies, practices, procedures and training.

The District is diligently working on completing the following tasks by August 14, 2020, to be in compliance with the new regulations:

- Preparing "interim" policies and regulations, as it relates sexual harassment and sexual misconduct definitions, notice to parties and timeline for investigations.
- Training administrators (listed above) on new duties and responsibilities, a school must ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training on [1] the definition of sexual harassment in [2] the scope of the recipient's education program or activity, [3] how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and [4] how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. A school must ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant. A recipient also must ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
- Training employees on reporting responsibilities
- Revising and posting current Title IX training materials on Websites
- Updating District Website in compliance with Title IX and California law
- Reviewing existing compliance officer titles and include "Title IX Coordinator" (where appropriate)
- Determining Title IX Team: Title IX Coordinator, Investigators, Facilitator of Informal Resolution Process, Advisors, Hearing Officer/Decision Maker, Decision Maker for Appeals, etc.

BOARD REPORT NO. 20-7-5C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Tom Bauer, Vice Chancellor, Auxiliary and Community Services 358-6782
Yanely Pulido, Interim Director of General Services 358-6863

UPDATE ON REQUEST FOR PROPOSAL PROCESS FOR OPERATION OF THE SAN MATEO ATHLETIC CLUB IN PARTNERSHIP WITH THE DISTRICT

During the Board Regular Meeting on June 24, 2020, staff presented an information report on the Request for Proposal (RFP) process for the operation of the San Mateo Athletic Club (SMAC) (Board Report 20-6-6C). At the direction of the Board of Trustees, staff is currently working with the assigned Board Ad-hoc Committee to finalize the RFP's Scope of Work. Additionally, the Board requested that the public be offered the opportunity to review this information. This RFP does not include any services for Cañada College, Building 1. This RFP is for the San Mateo Athletic Club operated at College of San Mateo.

Per staff's recommendation, the following high-level summary highlights the RFP's opportunity statement, goals and objectives, and other important components.

1. Opportunity Statement: The District is seeking a partner to provide services in operating a full-service, professional health club. The scope of work includes but is not specifically limited to fitness center membership marketing, development and management, fitness program development including group exercise programs and individual personal training; aquatics program development, marketing and management, as well as all day-to-day operations of the center in close consultation with District staff. Also included is the daily maintenance of the entire facility with a particular emphasis on cleanliness as well as maintaining scheduled equipment maintenance.
2. Goals and Objectives:
 - a. RFP is being developed in accordance with the Board's Core Values and Principals, and Affirmation of Commitment to Social and Economic Justice
 - b. Accessible and affordable for District students, employees, and members of the community of all ages and skill levels
 - c. Ensure coordination and collaboration with District's continued operation to offer services to meet College academic needs, group/meets and event management
 - d. Fully and professionally staffed with qualified, nationally-certified staff, including personal trainers and group exercise staff
 - e. Ascertain vendor position on using District cleaning staff as opposed to a cleaning service managed by the contractor if District assumes liability for the use of District cleaning staff
 - f. Ascertain vendor position on hybrid staffing with a mix of district and non-district employees
 - g. Stay current with industry practices and trends, and provide knowledgeable health, wellness and fitness delivery methods to meet the program demands of the public

- h. Emphasize customer service and maintain the highest public standards for the operation and management of the SMAC Facilities and programs
 - i. Seamless delivery and transition (if necessary) of these services in a manner consistent with the current level of programming or better; if a transition of vendor occurs, assurance that current staff will be maintained to the maximum extent possible
 - j. Provide a variety of cutting-edge group exercise and fitness instruction, education, personal training, and guest services
 - k. Assure the long-term sustainability and vitality of the SMAC facilities by creating a financing model that builds a reserve fund for long-term needs
 - l. Support a mutually collaborative, transparent and flexible relationship among the Partner Operator, the District and the community it serves
3. Evaluation Criteria: The RFP Evaluation Committee will review, evaluate and score all responsive proposals in accordance with the following criteria. Proposers will be asked to provide evidence of their ability to meet the Districts’ needs.

#	Evaluation Criteria
1.	Letter of Intent/Cover Letter
2.	Qualifications and Experience
3.	Operations
4.	Programs & Services
5.	Software & Technology
6.	Marketing
7.	Administration
8.	Staffing
9.	Risk Management & Safety
10.	Quality and completeness of proposal
11.	Small, Local or other Business Enterprise (SLBE)

4. Proposed Contract Term: The District intends to award a three (3) year contract with the option to renew for two (2) additional one-year terms providing that service and quality remains excellent. The District has no obligation to renew the contract. The District reserves the right to cancel the agreement at any time for convenience with ninety (90) days’ notice and no further payments will be due.
5. Anticipated Procurement Timeline: The RFP is anticipated to be released on August 17, 2020, per the attached updated schedule for the RFP process.
6. Legal Notice and Other Outreach Efforts: General Services will advertise this business opportunity through the District’s online bid portal and a formal legal advertisement will be published in a local newspaper for two consecutive weeks, as required by public contracting code. The Vice Chancellor of Auxiliary and Community Services will connect with industry contacts to develop a list of interested potential bidders.

The Vice Chancellor of Auxiliary and Community Services and the Interim Director of General Services plan to bring a contract award recommendation for the Board’s consideration during the Board’s regular meeting scheduled on October 28, 2020.

San Mateo Athletic Full-Service Health Club Operations
RFP Schedule (Approximately 8 wks from RFP Release to Selection) - as of 7/16/2020
Bid #86826

ACTIVITY	DATE & TIME (PT)
Advertisement/Issuance of RFP	1 st : August 17, 2020 2 nd : August 24, 2020
Virtual Pre-Proposal Conference (Mandatory)	Tuesday, August 25, 2020
Last Day to submit questions about RFP (RFIs)	Wednesday, September 16, 2020
Final RFP Addendum issued (if required)	Friday, September 18, 2020
Deadline for Submission of Proposals	Tuesday, September 22, 2020 at 2:00 PM <i>MUST SUBMIT ELECTRONICALLY</i>
Proposal Review	September 23-30, 2020
Proposer Interviews	Week of October 5, 2020
Anticipated Board Approval	Wednesday, October 28, 2020
Anticipated Contract Start Date	Friday, January 1, 2021

* The District reserves the right to change or alter these times and activities at its sole discretion.

BOARD REPORT NO. 20-7-6C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

UPDATE ON THE CRYSTAL SPRINGS CROSS COUNTRY COURSE

The District holds a use permit on land owned by the San Francisco Public Utilities Commission (SFPUC). The land is located just west of the boundary with the City of Belmont and is accessible via Hallmark Drive. The College of San Mateo has used this land as their home cross-country course since the early 1970s. The College also makes the course available to high schools and middle schools for cross-country meets. The College charges fees for the meets and these fees are used to maintain the course. In addition, the course is open to the public and members of the public enjoy access to the space when it is not used for cross-country events.

The CSM cross country team does not use the course on a regular basis. At the same time, the course has grown in popularity for high school and middle school events. The College finds itself in a situation where it is fully responsible for managing the course but uses the course sporadically. Neither the College nor the District have the personnel resources necessary to actively manage the scheduling of the course. While the College has limited interest in the course, the District and the College recognize the importance of this resource both to K-12 cross-country programs and to the community at-large.

District staff will engage in a conversation with the Board regarding possible solutions to respond to community stakeholder needs while also reducing the increasing administrative burden associated with scheduling non-college meets and responding to community concerns.

BOARD REPORT NO. 20-7-7C

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

**DISCUSSION OF CONCEPT OF NEW BOARD POLICY REGARDING SOLICITATION OF
AND DIRECT CONTRIBUTIONS FROM CONTRACTORS AND VENDORS
FOR TRUSTEE ELECTIONS**

At the Board's July 8, 2020 meeting, Trustee Holoher asked – and the Board agreed – to agendaize a discussion of the concept of having Board policy relating to direct contribution from contractors and vendors and solicitations of contractors and vendors by administrators required to file Form 700 as it relates to trustee elections.

The Board will discuss the item described above and provide staff with specific policy principles and any concepts to be researched should the Board desire to prepare a new policy.