

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

Monday, December 14, 2020

Closed Session at 5:00 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/83096350017>

Dial-In: 1-669-900-9128 – Webinar ID: 830 9635 0017

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) 358-6877 at least 24 hours prior to the Board meeting.

5:00 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 Labor Negotiator
Agency Designated Representative: Michael Claire
Unrepresented Employees
3. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code, § 54956.9, subd. (d)(2): Two cases

4. Employee Discipline, Dismissal, Release
5. Ratification of September and October 2020 Confidential District Warrants

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

SWEARING IN OF RE-ELECTED AND NEWLY ELECTED TRUSTEES

ORGANIZATION OF THE BOARD OF TRUSTEES

1. Election of President
2. Election of Vice President-Clerk
3. Election of Secretary for the Board
4. Appointment of Representative of the Board to the County Committee on School District Organization

PRESENTATIONS TO THE BOARD BY PERSONS OR DELEGATIONS

- | | |
|----------|--|
| 20-12-1C | Presentation of Fall Semester Activities by Associated Students of Cañada College, College of San Mateo and Skyline College |
| 20-12-2C | Contemporary Conversation Regarding Race, Class, Gender, Privilege and Equity: Discussion of Recent Court Actions Reinstating DACA Program |

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

- | | |
|----------|--|
| 20-12-1A | Approval of Personnel Items: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel |
| 20-12-2A | Ratification of Renewed Collective Bargaining Agreement between the District and the California School Employees Association (CSEA) and its Chapter 33 |

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.

- 20-12-1CA Approval of Curricular Additions, Deletions and Modifications – Cañada College, College of San Mateo and Skyline College
- 20-12-2CA Reappointment of Anne Campbell to the District's Bond Oversight Committee
- 20-12-3CA Ratification of September and October 2020 District Warrants

Other Recommendations

- 20-12-101B Setting of Board of Trustees Meeting Dates for 2021
- 20-12-102B Approval of Contract Award for Skyline College Building 19 Swing Space Project
- 20-12-103B Approval of District's Response to San Mateo County Civil Grand Jury Report Relating to Ransomware
- 20-12-104B Approval of Contract Award for Digital Marketing Services for Community, Continuing and Corporate Education
- 20-12-105B Approval of Updates to District Policy 6.18 – Credit by Examination
- 20-12-106B Adoption of Resolution No. 20-20 Honoring Trustee Karen Schwarz
- 20-12-107B Adoption of Resolution No. 20-21 Honoring Trustee Dave Mandelkern

INFORMATION REPORTS

- 20-12-3C Update on District COVID-19 Planning and Response, Including Planning for Summer Term 2021
- 20-12-4C Discussion of District Policy and Advocacy Priorities for 2021
- 20-12-5C Update on Contract Award Process for San Mateo Athletic Club RFP
- 20-12-6C Discussion of Potential Updates to Board Minutes Policy
- 20-12-7C District Financial Summary for the Quarter Ending September 30, 2020

COMMUNICATIONS**STATEMENTS FROM BOARD MEMBERS**

**MEETING OF THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
FINANCING CORPORATION**

1. Call to Order
2. Roll Call
3. [Approval of Minutes of the December 9, 2019 Meeting](#)
4. Naming of Officers for 2021
5. Adjournment

RECONVENE TO CLOSED SESSION (if necessary)

RECONVENE TO OPEN SESSION (if necessary)

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

ADJOURNMENT

BOARD REPORT NO. 20-12-1C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff – 574-6510

**PRESENTATION OF FALL SEMESTER ACTIVITIES BY ASSOCIATED STUDENTS OF
CAÑADA COLLEGE, COLLEGE OF SAN MATEO AND SKYLINE COLLEGE**

The Board of Trustees will receive a presentation from representatives of the Associated Students of Cañada College, College of San Mateo and Skyline College relating to activities during the fall 2020 semester.

BOARD REPORT NO. 20-12-2C

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

**CONTEMPORARY CONVERSATION REGARDING RACE, CLASS, GENDER, PRIVILEGE
AND EQUITY: DISCUSSION OF RECENT COURT ACTION REINSTATING DACA
PROGRAM**

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

The Board will continue this conversation with a discussion of recent court action relating to the reinstatement of the DACA program. A recent article from the *New York Times* is included to provide further context of the recent activities.

Additionally, the Board will discuss future topics it would like to highlight as part of this Board-directed and standing item.

Judge Orders Government to Fully Reinstate DACA Program

Up to 300,000 additional undocumented immigrants could be allowed to apply for protection from deportation under a new court ruling. President Trump had sought to cancel the program.



By Caitlin Dickerson and Michael D. Shear

Dec. 4, 2020

A federal judge on Friday ordered the Trump administration to fully restore an Obama-era program designed to shield young, undocumented immigrants from deportation, dealing what could be a final blow to President Trump's long-fought effort to end the protections.

The program, known as Deferred Action for Childhood Arrivals, was created by President Barack Obama in 2012. Over the years, it has protected more than 800,000 individuals, known as "dreamers," who met a series of strict requirements for eligibility.

But those protections have been under legal and political siege from Republicans for years, leaving the immigrants who were enrolled in DACA uncertain whether the threat of deportation from the United States could quickly return with a single court order or presidential memorandum.

Judge Nicholas G. Garaufis of the U.S. District Court in Brooklyn directed the administration on Friday to allow newly eligible immigrants to file new applications for protection under the program, reversing a memorandum issued in the summer by Chad Wolf, the acting secretary of Homeland Security, which restricted the program to people who were already enrolled. As many as 300,000 new applicants could now be eligible, according to the lawyers who pushed for the reinstatement.

The memo from the Department of Homeland Security also limited benefits under the program, including permits to work, to one year, but the judge ordered the government to restore them to a full two years. Judge Garaufis, who was appointed by President Bill Clinton, also said the government must find a way to contact all immigrants who are eligible for the program to inform them of the change.

The judge said the government must announce the changes to the program on its website by Monday.

Lawyers who had challenged the Trump administration in the case celebrated the decision, saying that amid a pandemic and global economic recession, it granted some stability to a vulnerable group.

"This is a really big day for DACA recipients and immigrant young people," said Karen Tumlin, director of the Justice Action Center, who litigated the class-action case. "It's a day that many of them have been waiting for for over three years." She said it could open the door for hundreds of thousands of immigrant youths "who have been unfairly denied their chance" under the DACA program.

The program still faces other challenges, including a case in federal court in Texas, where Republican attorneys general have asked a judge to declare it unlawful. And Mr. Trump's administration could appeal the ruling by Judge Garaufis in the days ahead.

Immigration advocates said they hoped the administration would not continue its legal fight to end the program given the arrival of a new, Democratic administration in less than two months.

President-elect Joseph R. Biden Jr. has vowed to restore the DACA program when he takes office, but a legislative solution that would permanently allow the dreamers to live and work legally in the United States remains elusive, leaving their fates to the shifting political winds in Washington.

If the judge's order still stands by the time Mr. Biden takes office in January, the new president would need to do nothing to make good on his promise. But Mr. Biden is certain to face intense pressure from immigrant groups to fight for a broad overhaul of the nation's immigration laws that would take care of the dreamers and millions of other undocumented immigrants.

ON POLITICS WITH LISA LERER: *A guiding hand through the political news cycle, telling you what you really need to know.*

Sign Up

Comprehensive legislation, including one that would provide a path to citizenship for some immigrants, would be less vulnerable to legal challenges than DACA, which Mr. Obama created using the executive powers of his office after Congress repeatedly refused to act.

But securing passage of a bill that includes citizenship for undocumented immigrants could be difficult for Mr. Biden, especially if Republicans still control the Senate after two runoff elections in Georgia early in January.

Americans have historically considered DACA beneficiaries to be among the most sympathetic categories of immigrants. Having violated immigration laws through no fault of their own by being brought to the United States as minors, they are required to have a high school diploma or G.E.D., unless they have served in the military, and they must maintain a clean criminal record to hold on to their status.

In a Pew survey conducted in June, about three-quarters of respondents, including majorities of both Democrats and Republicans, favored extending a pathway to permanent legal status to dreamers.

The program has had generational impact. Researchers estimate that 250,000 U.S.-born children have at least one parent who is enrolled in DACA, and that about 1.5 million people in the United States live with a beneficiary of the program.

The judge's ruling on Friday is a significant legal setback to Mr. Trump's yearslong attempt to terminate the program.

As a candidate, Mr. Trump insisted that DACA was unconstitutional, and as president he moved to end it in September 2017. That effort was put on hold by federal judges while the merits of the president's actions were evaluated. The legal battle culminated in a Supreme Court ruling this summer in which the justices said the president had not followed proper procedures to end the program.

In the wake of that ruling, Mr. Wolf only partially reinstated the program, refusing to allow new immigrants to apply and slashing the length of renewals to one year, instead of the two years previously allowed.

In November, Judge Garaufis determined that the partial reinstatement was invalid because it had been issued in the form of a memo by Mr. Wolf, who Judge Garaufis found had been unlawfully appointed to his position.

Officials at the Department of Homeland Security and the Justice Department did not immediately respond to a request for comment on Friday night.

But the administration has disputed the judge's determination that Mr. Wolf was not properly appointed and has signaled in the past that it intends to fight challenges to the president's efforts to end or scale back the program.

Adam Liptak contributed reporting.



Combined Report of the District Chancellor and College Presidents



They still come to work to keep campuses, buildings and technology running smoothly to support the District's educational mission.

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LOOKING BACK AT 2020



A grateful community member brought flowers to Officer Zorie Gomez, in appreciation of Officer Gomez' cheerful and helpful disposition every week at the entrance of the District Emergency Food Distribution event.

In this extraordinary year, The San Mateo County Community College District has innovated and pivoted to continue serving our students. Faculty and staff set up their home offices, reached out to students, and adapted courses to online format. Students, once again, showed their resolve and resilience in moving to online education.

Our students were already facing significant challenges in terms of housing, transportation, access to food, financial security, and equity in the classroom. The pandemic has only intensified those challenges. In response, the District adapted some student basic needs support programs and launched several new ones:

San Mateo County Community College District Emergency Food Distribution

The District partnered with Second Harvest of Silicon Valley to launch a Friday food distribution program at CSM. The program quickly reached its maximum capacity of serving 1,000 families per week. To date the program has distributed 1.2 million pounds of food, worth more than \$2 million, to more than 27,000 families.

In September, Skyline College added a food distribution program on Wednesdays. To date the program has distributed 300,000 pounds of food, worth \$537,000, to 7,500 families.

Emergency Food Card Program

Before the pandemic, the District had begun to distribute monthly vouchers for free groceries to students with food insecurity challenges. With campuses closed, the vouchers are now distributed digitally. About 1,600 students have received more than \$1 million in grocery vouchers to date. The District has funded another \$1 million for the 2020-21 fiscal year.

Housing

The District allocated and distributed \$100,000 in emergency funding to students for housing during the pandemic and set up a case management system to assist students with housing needs. District SparkPoint Centers have also built a partnership with United Way Bay Area to provide rental assistance to students. About 30 students received housing vouchers this fall worth \$1,750 each.

Chromebook and Hotspot Distribution

Without access to campus computers and wifi, many students were left without the technology they needed to continue their studies. The District acquired hundreds of Chromebooks and wifi hotspots to loan to students. This fall, about 400 Chromebooks are on loan to students, as well as 422 hotspots and 128 calculators.

Drive-Up WiFi

Students can now make reservations online for a parking space in designated wifi parking lots. Students work from their cars, and campus restroom facilities are available.

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Telemedicine

Using secure HIPAA-compliant Zoom technology, the College Health Centers now offer free telemedicine appointments to students. The telemedicine clinics offer medical advice, tuberculosis screenings, lab orders, some prescription refills, evaluation and treatment of illnesses and injuries, and referrals to other providers.

Flu Shot Clinics

The Health Centers have partnered with San Mateo County Health to offer free flu shots to employees and students. Each campus has hosted a drive-through flu shot clinic this fall.

Face-to-Face Instruction

With the community in need of healthcare workers, first responders, and job training/retraining programs, the District began piloting face-to-face classes in the summer. While instructors have been able to convert most courses to a fully online format, not all instruction can take place remotely. Thanks to big support efforts from Facilities, ITS, and Public Safety, classes that must meet face-to-face are now doing so.

As of this fall, more than 700 students are participating in some form of on-campus instruction as part of their curriculum. A sampling of these courses includes:

CAÑADA COLLEGE

Medical Assisting
Radiology Technology

COLLEGE OF SAN MATEO

Dentistry
EMT
Fire Academy
Nursing

SKYLINE COLLEGE

Automotive Technology
Cosmetology
Surgery Technology
Respiratory Care
STEM labs

WE SALUTE OUR ESSENTIAL WORKERS



Throughout the COVID-19 pandemic, certain categories of professionals have been designated "essential workers" for their role in maintaining the health and safety of the community. While most of our classified staff, faculty, and administrators work from home, these employees still come to work to keep campuses, buildings and technology running smoothly to support the District's educational mission. With three college campuses and the District Office to support, and with the complexities of intensive sanitization and safety procedures, these teams are more essential than ever.

Facilities

The District Facilities team continues to work full time during the pandemic. Every classroom, lab, hallway, staircase, door handle and elevator associated with a face-to-face class must be sanitized every day in order to keep people safe. Approximately

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85 groundskeepers, engineers and custodians are onsite every day. Three facilities managers and three custodial supervisors, and a project coordinator oversee these operations.

Prior to the pandemic, the Facilities custodians had already been certified hospital-grade cleaning and disinfecting techniques by the Cleaning Management Institute. They have kept up to speed on Coronavirus sanitization techniques by participating in workshops through the Global Biorisk Advisory Council (GBAC). Teams also now use a specialized Clorox 360 electrostatic disinfecting machine.

The team also continues to maintain District physical assets, monitoring central boiler and chiller plants, monitoring critical life safety and building systems, and performing regular grounds keeping.

Information Technology Services

With most employees working remotely, and nearly all classes being taught online, technology is more important than ever. A team of 30 information technology professionals is on campus every day to support the District's networks infrastructure, learning management systems, databases, business and records systems, communications systems, websites, and equipment. The team provides remote technical support for employees working from home, loans laptops and other equipment to employees and students, and has built the infrastructure to offer free Wi-Fi for students in the college parking lots.

Public Safety

The pandemic and its restrictions make safety, security, and controlling campus access of paramount importance. Access to the campuses and their buildings must be protected in order to offer food and technology distributions, face-to-face classes, and other high-priority campus operations. A team of 37 Public Safety employees makes this possible, working round-the-clock onsite at the three campuses.

Public Safety added six temporary employees to assist with staffing the campus access points, where people are screened for entry to the campuses. These employees work outside in summer heat, winter cold, rain and smoke, and have become experts at safely contacting and communicating with hundreds of people at our access points.

Public Safety has assigned several employees to assist with the facilitation of every food distribution event at Skyline and CSM since they began. Officers also assist with other campus operations like technology distributions and flu shot clinics.

The Public Safety emergency manager and emergency management coordinator have taken a lead role in the startup and ongoing work of the District's Emergency Operations Center.

JOSÉ NUÑEZ RECEIVES LEADERSHIP ACHIEVEMENT AWARD FROM CALIFORNIA COLLEGE FACILITY COALITION



At its annual conference in November, the California College Facility Coalition (CCFC) presented its Paul Holmes Facilities Leadership Achievement Award to Jose Nuñez, Vice Chancellor of Facilities Planning, Maintenance & Operations. The award is given each year to a state community college facilities leader who demonstrates a commitment and dedication to the organization's mission and vision of enhancing facilities for the students of California's community colleges.

In the awards presentation, Nuñez was recognized by his peers for his accomplishments at the District as well as his impact across the state. They cited his mentorship of many successful community college facilities professionals, his support of talent within his own organization, and for creating networks for sharing and problem-solving across districts. According to CCFC, Nuñez was the first to utilize the design-build project delivery method in Northern California and has been a leader in sustainability and the COVID-19 response.

The District's Facilities Planning, Maintenance and Operations team operates under a "Facilities Excellence" philosophy, and colleagues across the District are familiar with his "Team Work = One Team!" mantra.

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Núñez served 22 years with the U.S. Army, retiring as a major. During his military career, Major Núñez served in numerous infantry and foreign assignments around the world.

DAMAN GREWAL BECOMES DISTRICT CHIEF TECHNOLOGY OFFICER (CTO)



After a comprehensive search process and final approval from the Board of Trustees, Daman Grewal was named District Chief Technology Officer (CTO). The Chancellor announced the appointment to District employees on November 2.

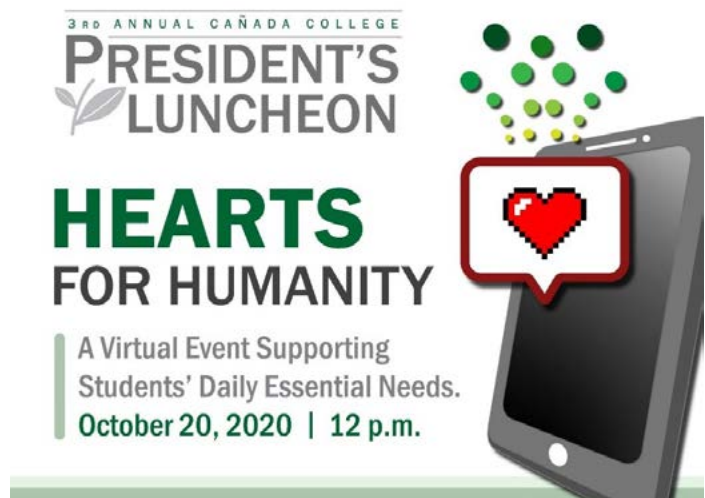
Grewal oversees the District's Information Technology Services (ITS) office, which includes 30 staff working at the three colleges and the District Office. He and his team are responsible for providing students and employees with business technology, learning management systems, databases, communications systems, websites, phone, computers, and many other essential tools for supporting the District's educational mission.

"Daman is a well-experienced professional with exceptional knowledge, skills and abilities to lead teams, build consensus, and provide sound guidance and advice and to facilitate processes that engage stakeholders from across the District," Chancellor Claire said in his announcement. "I am confident that he will continue to serve the District well in his role as our Chief Technology Officer."

Prior to joining the District as a contract employee with Strata Information Group in 2019, Grewal held many senior IT roles in higher education, including as Chief Information Technology Officer at City College of San Francisco, Chief Information Officer at the Cal State Maritime Academy, Director of Technical Services at Ohlone Community College District, and an IT Services Manager at Stanford University. He received a bachelor's degree in Commerce from Delhi University (India) and an MBA from the University of Lincoln (England).



THIRD ANNUAL PRESIDENT'S LUNCHEON - FUNDRAISING GOAL ACHIEVED!



Cañada College has achieved its \$40,000 fundraising goal for its [Third Annual President's Luncheon](#). This year's event, held virtually on October 20, raised funds to support daily essential needs of our students. This includes support with grocery and book vouchers, technology loans of Chromebooks, access to Drive-Up Wi-Fi Service for students and hot spots, direct student aid for emergency relief, plus other support that will help students remain on track to continue their studies and complete their educational goals.

In years past, the College has raised funds to support student scholarships through our Promise Scholars Program, where through the generosity of sponsors and donors, students received financial support to continue pursuing their academic goals. Due to COVID-19, and evaluating the overall needs of the community Cañada serves, the Cañada College [Presidents Advisory Group](#) (which hosts the President's Luncheon) felt it was important to respond to the immediate basic human needs of our students and their families.

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The success of the President's Luncheon would not have been possible without the hard work and dedication of the Cañada College President's Advisory Group, college employees, generous donations from event sponsors and many others who donated to support student access to an affordable post-secondary education. Cañada College is thankful to receive such immense support from the community. A recorded version of the President's Luncheon can be viewed [here](#).

CENTER FOR STUDENT LIFE & LEADERSHIP DEVELOPMENT HOSTS VIRTUAL EVENTS TO ENGAGE COMMUNITY



This semester, the Center for Student Life & Leadership Development sponsored and worked with Cañada College's students, faculty, staff, administrators and programs to create a series of quality virtual opportunities for the community to connect and engage in. Throughout this semester, Student Life has been able to sponsor and host more than 30 virtual events, including opportunities such as: Anti-Racist Film Screenings and Discussions, Bay Area History, 2020 T-shirt Contest, Bi-Annual Welcome Week Celebration, House Cup Championships, Bi-Annual Club Rush, Mask Competition, Educator's Now Club Book Publishing, Weekly Tune Up Tuesdays, National Coming Out Day, Indigenous People's Day, PTK Workshops, Halloween Bash, Dia de los Muertos, Post-Election Unpacking, International Education Day, Art with Arleene Correa Valencia, Active Minds Club Mental Wellness Talk, Women in STEM Empowerment Club Pre-Finals Event, Destress Day & Zen Garden Workshop, and finally our Annual Campus Movie Fest.

STUDENTS PARTICIPATE IN CAMPUS MOVIE FEST



This December, for the fourth year in a row, students from Cañada College have won top honors in the national Campus Movie Fest film festival and competition. Three of the College's films won national awards.

This year's Digital Art & Animation program film, "[Via](#)" was produced in a week by a team of 10 students: Ivy Wooldridge (who also directed the short), Brooke Muschott (producer), Ciaran Burke, Elizabeth Birdwell, Heather Theroff, Sierra Sholes, Tabitha Liu, Galen Soleimanipour, Timmy Rachman, and Veronica Plante. The film features a variety of styles and techniques including puppetry and stop-motion animation. "[Via](#)" was selected as one of the National Top 20 Films for the November Campus Movie Fest competition, and also won the Silver Tripod award for animation. With these distinctions, the film will move on to the final competition for all national award winners at the Terminus Film Festival and Conference in June 2021.



In addition to Digital Art & Animation's team of filmmakers, Student Body President, Adrian Afif, and Senator-at-Large for Concurrent Enrollment and Middle College, Mari Managadze, both took home national Jury Awards for their live action films "[The Game](#)" and "[You Draw Me In](#)." Adrian's "[The Game](#)" also won Campus Movie Fest's national Best Acting Award and Best Story Award; placing Cañada College as one of the top-placing colleges in the national competition this semester.

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Cañada College continues to be the only community college to sponsor this event, and it always proves to be a major



opportunity for Cañada students, college and programs to shine. Congratulations to these students for their outstanding achievements!

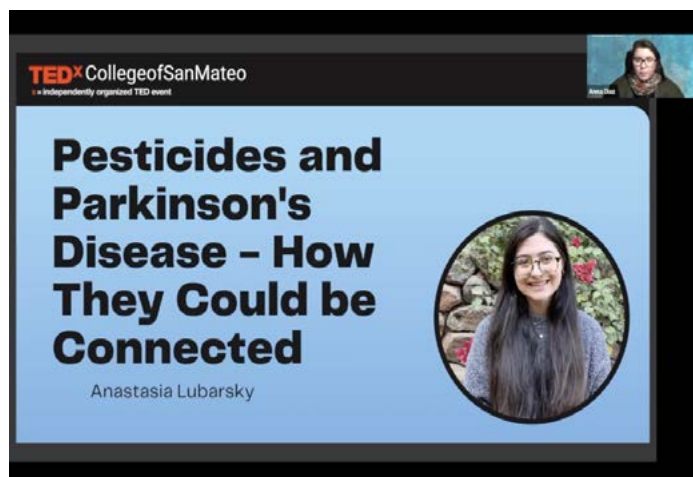
The virtual webinar was open to the SMCCD community, and garnered over 120 attendees. Featuring six student presentations that were both academic and personal, the event was the brainchild of two international CSM students, Mark Wong and Manraj Gill. Both are active in CSM's Honors Project and Phi Theta Kappa club. After approaching Honors Project coordinator David Laderman over the summer, Manraj and Mark put together a project planning team lead by Austin Chan and other CSM students. Working also with PTK adviser Ron Andrade, the TEDxCSM team brought their vision to life:

As we live through uncertain times and witness our world undergo unprecedented changes, it is important that we continue to share ideas with the power to inspire meaningful change in ourselves, our communities, and the world.

TEDxCollegeofSanMateo will engage the CSM community in an ongoing dialogue through these uncertain times, by showcasing the ideas of our fellow student researchers across various disciplines.

College of San Mateo

FIRST TEDxCSM ENGAGES THE DISTRICT COMMUNITY



On the afternoon of November 13, the SMCCD community was treated to a special event, the first of its kind for the District: [Living in Uncertainty: TEDxCSM](#).

Aside from Ron and David, key institutional support for this amazing event came from Vice President of Administrative Services Micaela Ochoa and Communications Manager David McLain. One of the presentations featured the PTK Honors in Action project, focusing on the interplay between artificial intelligence and the search for a COVID-19 vaccine. Other presentations, mostly by CSM and a few Cañada students, covered a wide range of issues, including neurodegenerative disorders, space exploration, mental health stigmas in the Latinx community, Lupus and COVID-19, and autoethnographic poetry. The event crystallized the visionary spirit of cross-disciplinary collaboration characterizing the students and faculty of our District.

Article by CSM Professor David Laderman

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CSM HOLDS FIRST VIRTUAL EMPLOYEE SERVICE AWARDS



On Thursday, December 3, College of San Mateo held its annual [Service Awards Ceremony](#) virtually for the first time. College managers and administrators shared stories about the 21 honorees that included faculty, staff, and administrators. Collectively, this year's group has almost 500 years of service to CSM and the District—an impressive number that reflects the dedication of these employees to our students.

The honorees were:

10 Years	30 Years
Steven Gonzales	Sylvia Aguirre-Alberto
Donna Marcus	Ada Delaplaine
Curt Moore	Melvin Hom
	Deborah Laulusa
	Jay Lehmann
	Lisa Suquitan Melnick
	Kim Meyer
	Mike Mitchell
20 Years	40 Years
Dante Betteo	Mohsen Janatpour
Jacqueline Collado	
Krystal Duncan	
Benjamin Eiland	
Nathaniel Hellerstein	
Fermin Irigoyen II	
Jane Jackson	
Bret Pollack	
Jesse Varela	

Even though the event was virtual, honorees and attendees felt a sense of connection due to the personal nature of the event. After it concluded, one honoree said, "[The event was] such a bright spot in our crazy times this year!"

LOOKING BACK: CSM'S 2020 IN REVIEW

Facing the COVID-19 fueled pandemic, local wildfires, ongoing instances of racial injustice and violence, and a fractured political environment, this has been a year for the history books. Like many other educational institutions, CSM has undergone some substantial transformations in the way we deliver education, the tools we use to do it, and the new types of support offered for students—all with a geographically-dispersed student body and workforce.

Here is a look back at some key events and accomplishments that have shaped CSM in 2020:

Spring 2020

- COVID-19 pandemic forces the conversion of in-person learning to virtual
- Over 200 employees attend CSM's first virtual Town Hall on March 27
- Student online transition survey conducted by PRIE Office
- Telemedicine launched through CSM Wellness Center
- CSM hosts first virtual "Connect to College" community outreach event
- Commencement postponed; commencement website launched with celebratory video messages and downloadable props
- Video of George Floyd being killed by police officer shocks the nation and sparks massive calls for systemic change; New antiracism efforts launched

Summer 2020

- District/College administration sign on to and release SMCCCD racial injustice statement to the community
- A community conversation on race and policing brought student athletes, police, community leaders, and District/CSM leaders together for "The Huddle"
- Five-part "Minding the Obligation Gap in Community Colleges and Beyond" summer equity learning series launched
 - Director of Student Equity Dr. Jeremiah Sims launches the IMPACT Equity Evaluation Grid, a tool for employees to assess their operations through an equity lens

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- Over 100 attendees join the “Students Speak Truth to Power” virtual town hall; students shared their concerns, challenges, and requests to CSM administration
 - Generated a list of 19 student requests meant to enhance access and effectiveness of academic equity
- First Antiracism Climate Survey conducted by PRIE Office to all CSM employees
- Fall 2020 athletics postponed to Spring 2021
- Student Bulldog Bulletin bi-monthly e-newsletter launched

Fall 2020

- Lightning-sparked Bay Area wildfires displace local residents and affect air quality for months; multiple campus closures occur due to unhealthy air quality
- CSM ranked third best college in the U.S. by WalletHub.com
- Annual Family Science Day held virtually for first time; draws hundreds of CSM and local community participants
- CSM athletics returns to campus for limited physical conditioning activities
- Hiring committee formed and search begins for permanent CSM president
- Institutional Planning Committee approves CSM's ACCJC Follow-Up Report
- Development of CSM Solidarity Statement to be approved in January 2021



SKYLINE COLLEGE HOLDS 3RD BI-ANNUAL EQUITY SUMMIT



EQUITY SUMMIT
AT SKYLINE COLLEGE
2020

FRIDAY NOV. 6, 2020
9:00 a.m. - 1:30 p.m. PST

Hosted via Zoom,
visit equityinstitute.com
to register

If you have questions, contact Katrina Pantig at pantigk@smccd.edu

FEATURED SPEAKERS

- DR. RONI ELLINGTON**
STEM Educator, Scholar and Consultant
- OLMECA**
Bilingual Hip-Hop artist, producer, and scholar.
- DR. ALLYSON TINTIANGCO-CUBALES**
Co-Founder of Community Responsive Education
- DR. CESAR CRUZ**
Homies Empowerment School Designer

KEYNOTE SPEAKER
BREE NEWSOME BASS
Community Organizer and Activist

Skyline College hosted its 3rd Bi-Annual Equity Summit on November 6, 2020 virtually through Zoom from 9:00 a.m. to 2:00 p.m. The event offered an opportunity for educators from throughout the nation to engage in a teaching and learning experience centered on equity, race, and student success.

Bree Newsome Bass, Community Organizer and Activist, who first garnered national attention for her courageous act of civil disobedience in June 2015, delivered the keynote address. The purpose of the summit is to immerse the educational community in the conversation about equity, race and student success through the scholarship of experts.

BOARD REPORT | DECEMBER 14, 2020

Presenters representing diverse perspectives and approaches regarding equity in education delivered TED Talk-style presentations along with a plenary session throughout the day.

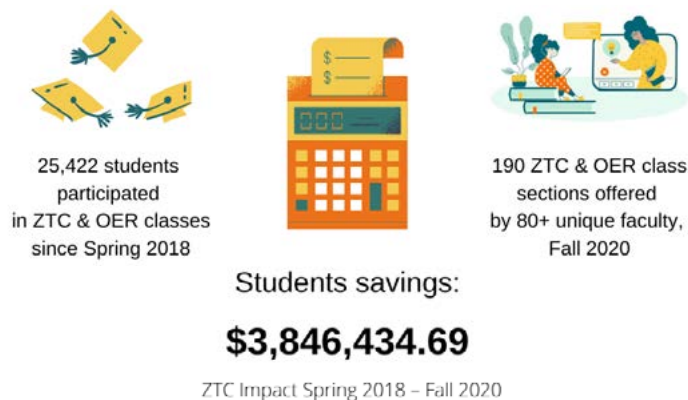
Speakers included Dr. Michael Benitez, Dr. Dorinda Carter-Andrews, Dr. Cesar Cruz, Dr. Roni Ellington, Lasana Hotep, Dr. Ali Michael, Dr. Darrick Smith, and Dr. Allyson Tintiangco-Cubales. David "Olmeca" Barragan was the guest musical performer. Full biographies for all speakers can be found on the [Equity Summit webpage](#).

- Ensure access long after semester ends!
- Protect student privacy and data!
- Your textbook and course material choices have a direct impact on students' lives!

Ready to choose ZTC? Begin with our OER by Subject Research Guide, <https://guides.skylinecollege.edu/oersbysubject>, or email the ZTC Team at skylineztc@smccd.edu.

Article by Ame Maloney

TEXTBOOK COST (ZTC) FACULTY CHOICES HAVE STUDENT IMPACT



Fall 2020 has the largest offering yet of Zero Textbook Cost (ZTC) and low-cost Open Educational Resources (OER) classes at Skyline College! 78 Faculty ZTC Champions have implemented digitally available no-cost Creative Commons licensed and library electronic resources in their classes. Together, they are offering 160 \$0-cost-to-students classes and 30-classes using a low-cost required course resource alongside a no-cost OER textbook. From Spring 2018 through Fall 2020, Faculty ZTC Champions have ensured Skyline Students kept \$3,846,434.69 in their pockets!

By choosing digitally available, no-cost OER & ZTC course materials ZTC champion:

- Save students money now!
- Ensure students have access to materials on day 1 of class!

2020 VIRTUAL FOOD DRIVE AND DRIVE-THRU COMMUNITY MARKET AT SKYLINE COLLEGE



The 2020 Virtual Food Drive at Skyline College was an effort to support local communities to gain access to fresh, nourishable groceries and meals provided by Second Harvest of Silicon Valley. Normally, we would be hosting this event on campus with the support of Second Harvest of Silicon Valley, SparkPoint, the Phi Theta Kappa Honor Society, the Kappa Beta Delta Honors Society, and the Alpha Gamma Sigma Honor Society, along with many other clubs and organizations.

Through our community partnership with Second Harvest of Silicon Valley, SparkPoint at Skyline College has been hosting a weekly drive-thru community market, wherein individuals or families in need can arrive and receive groceries, at no cost. Since its inception, the drive-thru market at Skyline College has distributed thousands of pounds fresh produce, milk, eggs, canned goods and other items, offsetting over \$350,000 in

BOARD REPORT | DECEMBER 14, 2020

grocery expenditures for families in need. These figures do not account for the several thousands of pounds of food and the families who have been assisted by the efforts of our SMCCCD compatriots at the College of San Mateo over the summer and through this fall semester.

In March 2020, the COVID-19 pandemic forced our district and our community to shelter in place. Unfortunately, this unprecedented situation forced the Skyline College Free Community Market and SparkPoint Food Pantry to close in order to protect the health and safety of our students, community and employees. In April, the District was able to partner with Second Harvest Food Bank of Silicon Valley to launch the SMCCCD Emergency Grocery Distribution located at College of San Mateo every Friday. After consistent growth and success at the CSM location, Skyline College launched its own grocery distribution event to provide food resources to students and the local community.

The Skyline College Drive-Thru Community Market launched on September 2, 2020, providing groceries to 300 families in the first day. October 7th marked its sixth food distribution event, which was the largest yet and served 650 families. Each family receives almost 40 lbs of groceries, including milk, eggs, pasta, rice, fresh produce, canned goods and dry goods, as well as a protein item (ham, chicken, turkey, etc.). Second Harvest Food Bank calculates that these distributions have offset over \$188,000 in grocery costs for the most at risk members of our local community.

This weekly event is held at Skyline College every Wednesday, 11 a.m. - 1 p.m. SparkPoint, public safety, and facilities staff work alongside volunteers from Skyline College, SMCCCD and our local community to distribute pre-boxed groceries while adhering to all COVID-19 Health and Safety Protocols.

Article by Chad Thompson and Christopher Wardell

BOARD REPORT NO. 20-12-1A

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

Nicole Kelly* Director of Global Trade Business/Workforce Division
(Funded by Deputy Sector Navigator Grant)

New full-time, 12-month classified supervisory (exempt) employment (Grade 190E of the Academic-Classified Exempt Supervisory Salary Schedule 35; Salary Range: \$111,264 - \$140,928), effective December 15, 2020. The position was previously Board approved on March 25, 2020.

College of San Mateo

Francisco Gamez* Dean of Business and Technology Business/Technology

New full-time, 12-month administrative employment (Grade AD of the Management Salary Schedule 20; Salary Range: \$162,108 - \$205,980), effective January 1, 2021, replacing Heidi Diamond who will be retiring.

District Office

Cheng Yu Hou* Chief Human Resources Officer Human Resources

New full-time, 12-month administrative employment (Grade AA of the Management Salary Schedule 20; Salary Range: \$208,212 - \$258,720), effective January 1, 2021. This is a vacant position.

Kathleen Harris* Foundation Development Director Foundation

New full-time, classified supervisory (exempt) employment (Grade 193E of the Academic-Classified Exempt Supervisory Salary Schedule 35; Salary Range: \$135,240 - \$171,324), effective January 1, 2021, replacing Reginald Duhe who resigned.

Ray Hernandez

Interim Director of Operations

Educational Services & Planning

At its meeting on August 19, 2020, the Board approved postponing Mr. Hernandez's retirement to December 31, 2020 to assist Skyline College with the transition to a new dean and to assist the District with the COVID-19 pandemic. As the District continues to operate in a remote work environment and in distance modality, there is a continued need for Mr. Hernandez's expertise in planning and coordination efforts. Therefore, Mr. Hernandez and the District have agreed to postpone his retirement until June 30, 2021 and assign him, on an interim basis, as the Director of Operations (Grade AE of the Management Salary Schedule 20; Salary Range \$154,140 - \$196,656) to assist the District during the current COVID-19 pandemic.

B. PUBLIC EMPLOYMENT

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

College of San Mateo

Hellen Pacheco*

Computer Information Science Instructor (NP)

Business & Technology

New Contract I status academic employment, effective January 14, 2021. This position was previously Board approved on January 8, 2020.

District Office

Salpy Yousef*

IT Support Technician II

ITS

New full-time, 12-month classified employment (Grade 31A of the Classified Salary Schedule 60; Salary Range: \$70,044 - \$89,496), effective January 2, 2021, replacing Charles LaMere who will be retiring.

Skyline College

Raxell Villagracia*

Automotive Technician

Business, Education and
Professional Programs

New full-time, 12-month classified employment (Grade 26 of the Classified Salary Schedule 60; Salary Range: \$61,344 - \$78,396), effective January 14, 2021, replacing Donald Ross who resigned.

2. Re-Employment

Cañada College

Janette Linares

Counselor - Promise

Counseling

Recommend approval of an extension for a temporary, categorically-funded academic position (10-month) for the spring semester 2021. The position was originally approved on November 20, 2019.

C. REASSIGNMENT THROUGH THE HIRING PROCESS**District Office****Yanely Pulido**

Director of General Services

General Services

Reassigned from a full-time Construction, Procurement, Risk and Contract Manager (Grade 191E of the Academic-Classified Exempt Supervisory Salary Schedule 35; Salary Range: \$116,808 - \$147,984) into this full-time administrative assignment at Grade AE of the Management Salary Schedule 20; Salary Range: \$154,140 - \$196,656, effective December 15, 2020, replacing Sue Harrison who retired.

Jason Wendt

Public Safety Systems Manager

Public Safety

Reassigned from a full-time Public Safety Officer (Grade 27 of the Classified Salary Schedule 62; Salary Range: \$67,068 - \$85,560) into this full-time classified supervisory assignment at Grade 200S of the Classified Professional - Supervisory Salary Schedule 40; Salary Range: \$98,004 - \$125,064, effective December 15, 2020. The position was previously Board approved on August 19, 2020.

Nettie Wong

Compliance Officer

Administrative Services

Reassigned from a full-time Payroll Manager (Grade 192E of the Academic-Classified Exempt Supervisory Salary Schedule 35; Salary Range: \$122,688 - \$155,388) into this full-time classified exempt supervisory assignment at the same salary and the salary schedule, effective February 1, 2021, replacing Stephen Pang who will be retiring.

D. TRANSFER/ADMINISTRATIVE REASSIGNMENT

None

E. CHANGES IN STAFF ALLOCATION

None

F. PHASE-IN RETIREMENT

None

G. LEAVE OF ABSENCE

None

H. PUBLIC EMPLOYEE RETIREMENT AND RESIGNATION**1. Retirement****Cañada College****Loretta Rascon**

Office Assistant II

Counseling

Retirement effective December 30, 2020 with 13 years of District service. Not eligible for District retiree benefits.

College of San Mateo

Tania Beliz Professor Math & Science

Retiring as Professor Emerita effective December 18, 2020 with 30 years of District service. Eligible for District retiree benefits.

Melissa Green Professor Business Technology

Retiring as Professor Emerita effective January 18, 2021 with 20 years of District service. Eligible for District retiree benefits.

Jane Wong Executive Assistant Administrative Services

Retirement effective March 12, 2021 with 32.50 years of District service. Eligible for District retiree benefits.

District Office

Khanh Lam Custodian Facilities

Retirement effective October 8, 2020 with 13.50 years of District service. Not eligible for District retiree benefits.

Stephen Pang Compliance Officer Administrative Services

Retirement effective March 31, 2021 with 23 years of District service. Eligible for District retiree benefits.

Richard Tidd IT Support Technician II / ITS
IT Tech Construction Project Specialist

Retirement effective December 30, 2020 with 42 years of District service. Eligible for District retiree benefits.

2. Post-Retirement

None

3. Resignation

None

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

Kiran Malavade English Humanities

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 English discipline.

J. PROFESSIONAL EXPERT/CONTRACT POSITIONS

Cañada College	Workforce Development	8	01/01/2021	06/30/2021	Professional Expert: Consultation (Non-Instructional) As a result of COVID-19, consultants will conduct research on new program trends that will elevate the workforce needs retraining/upskilling during the current economic crisis and in compliance with BACCC standards and regional workforce guidelines. Work closely with content developers, media developers, third-party vendors and provide support to the Director of Workforce Development. Cultivate and expand community relationships/partnership to develop and build advisory boards for the college and its faculty.
Cañada College	Workforce Development	1	01/04/2021	06/30/2021	Professional Expert: Consultant This position will continue to support the coordination of a brand new program designed to serve formerly incarcerated students at Cañada College. Duties include building relationships with external and internal partners, assisting qualified students through the matriculation process and registering with the program, researching best practices for programs and recommending to administration next steps for long term program viability.
Cañada College	Workforce Development	9	01/01/2021	06/30/2021	Professional Expert: Contract Education Instructor (not for credit) Teach Board of Trustees approved not-for-credit courses. The short-term classes have also been approved by BACCC for regional development and community engagement. The courses are designed to provide entry-level workforce development support in order for completers to enter the workforce with upgraded skills sets. These short-term community-based courses will be offered in collaboration with Community, Continuing and Corporate Education and will be offsite or online with COVID-19 still affecting our community.

Skyline College	BEPP/ECE	2	01/14/2021	05/29/2021	Professional Expert: Practicum Mentor – Early Childhood Education (ECE): Practicum Mentors will facilitate a Community of Practice (CoP) each week while they are in the class. They will meet with their CoP at a time that they and their assigned students agree upon. During the CoP meetings the practicum mentors and the students will review assignments that may be written, self -videos or other activities that will be pre-organized by the primary course instructor.
Skyline College	STEM / EMC	10	01/01/2021	06/30/2021	Professional Expert: EMT Skills Proctor The Emergency Medical Technician (EMT) course requires the training and testing of manipulative skills for successful completion. The Emergency Medical Care department will need professional experts to come in periodically to assist with this hands-on training and testing. Because these people are active public safety personnel and not always available to participate on scheduled skills days, we would like to build a pool of 10 individuals. In general, there would only be 1 - 3 professional experts scheduled to assist during a skills day, however the skills final requires up to 10 people to proctor the various stations.
Skyline College	Strategic Partnerships & Workforce Development	4	01/01/2021	06/30/2021	Professional Expert: Consultant These positions will support the innovative Workforce Development and Job Placement panels, program development, and student engagement activities.
Skyline College	BAEC / BEPP	4	01/01/2021	06/30/2021	Professional Expert: Consultant – BAEC (Non-Instructional) These positions will support the BAEC Director. These consultants will assist with programs, workshops, and implement programs and resources for clients at the BAEC and as part of the Small Business Recovery & Assistance Program. Consultants will perform review,

					analysis, and consultation for specific events, projects, and programs requiring specialized knowledge and expertise, including outreach, written and verbal communication and data collection and analysis. This work is to be completed with a high degree of discretion and independent judgement.
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K. SHORT-TERM, NON-CONTINUING POSITIONS

<i>Location</i>	<i>Division / Department</i>	<i>No. of Pos.</i>	<i>Start and End Date</i>		<i>Services to be performed</i>
Cañada College	Student Services / Enrollment Services	1	01/01/2021 05/01/2021	01/31/2021 05/31/2021	Admissions and Records II: <i>Previously Requested Position</i> Position will provide A & R support in the following areas: - Exchange information with current and prospective students, faculty, staff, other educational institutions, governmental agencies, and the general public regarding student enrollment policies and procedures, confidential and other records, and services, programs and activities - Access and maintain the electronic and online application problem queue - Process grades, positive attendance, and census information - Assists students in the accurate completion of forms and required information
Cañada College	Student Services / TRIO Upward Bound	2	01/11/2021	05/31/2021	Instructional Aide II: <i>Previously Requested Position</i> These positions will provide academic writing, math, and science tutoring to TRIO Upward Bound high school students (low-income, first-generation, and at-risk youth). Instructional Aide II duties include - assisting program staff in the delivery of services and student success workshops, monitoring grades, student supervision, support in applying to scholarships, and record keeping. Work is performed virtually via Sequoia High School and at Cañada College, which includes weekend and evening hours.
Cañada College	VPSS / Alternate Media Office	1	01/04/2021	05/31/2021	Office Assistant II: <i>Previously Requested Position</i>

					<p>This position will support the Alternate Media staff by performing the following duties:</p> <ul style="list-style-type: none"> -Assist with project schedules and workflows -Assist with daily inquiries from students and instructors -Assist with maintaining office supplies and inventory records of Alternate Media equipment that is loaned out to students
Cañada College	Student Services / Dream Center	1	01/04/2021	06/30/2021	<p>Program Services Coordinator: <i>Previously Requested Position</i> This position will work to increase support for undocumented, AB540 and DREAMers at Cañada College. This will be accomplished by:</p> <ol style="list-style-type: none"> 1.) growing outreach at High Schools and Adult schools, 2.) developing timely and relevant trainings and workshops 3.) building community by providing a safe space for students to achieve their personal, professional and academic goals and 4.) during COVID19 by connecting students to campus and community resources. <p>This position also coordinates the weekly Free Legal Clinic which helps students navigate thru the current uncertain political climate and also meets the CCCCO mandate to have a Dream Center Liaison.</p>
College of San Mateo	KCSM / FM	3	01/01/2021	06/30/2021	<p>FM Announcers: <i>Previously Requested Position</i> These positions will select music, create lists of music scheduled for play; hosts radio programs, produces promotional announcements; operates specialized station equipment.</p>
District Office	General Services	1	01/01/2021	06/30/2021	<p>Staff Assistant: <i>Previously Requested Position</i> The employee is responsible for reconciling and uploading procurement card documents; assist Supervisor researching surplus value and posting to auction site and monitor results; assist mail clerk in his absence sorting and posting District Office mail; Assist Executive Assistant to Vice Chancellor sorting mail, preparing FedEx/UPS documentation and filing; Organizing</p>

					and filing receipt and surplus of District owned vehicles; Assist Contract Specialist with uploading Certificate of Insurance documents; Scan backup to all purchase orders to WebXtender; Scan all Independent Contractor documentation to WebXtender
Skyline College	BEPP / ECE	2	01/11/2021	05/21/2021	Cosmetology Aide: <i>Previously Requested Position</i> Request for 2 Short-term Temporary Cosmetology Aide positions to provide additional support in classroom and laboratory floor for the hands-on practical operation necessary for students to meet Board of Barbering and Cosmetology practical minimum requirements; providing additional guidance to ensure safe practice during live and model practical
Skyline College	Academic Support & Learning Technologies/ The Learning Center	6	01/01/2021	06/30/2021	Instructional Aide II: <i>Previously Requested Position</i> This request is for six short-term, temporary Instructional Aide II positions. Students are in greater need of tutoring services during the COVID-19 pandemic and these tutors will address this need. Tutors serve as expert tutors in their designated areas, often tutoring higher-level courses. They cover hours throughout the day to ensure that The Learning Center has full tutoring staff for student support. Tutors also assist with day-to-day oversight of the four tutoring labs, including training and upkeep of lab space.
Skyline College	STEM	3	01/01/2021	06/30/2021	Instructional Aide II: <i>Previously Requested Position</i> This request is for three short term, temporary Instructional Aide II positions, who hold this position while finishing their Bachelor's Degrees. From the beginning of STEM Center tutoring services, our Graduate Peer Instructional Leaders provide integral support to our students, and leadership to our Student Assistants. They oversee the different areas of the STEM Center (which include the Fabrication Lab, MESA Center, Discord Server as

					Moderators). They provide mentorship and guidance to Student Assistants looking to grow in their positions. They also provide critical academic support for students taking higher-level STEM courses students typically take in their last semester before transfer.
Skyline College	TRiO Program / SESP	3	01/01/2021	06/30/2021	Instructional Aide II: <i>Previously Requested Position</i> These positions will provide individualized and small group tutorial services to students in specific areas: Math, English, ESOL, Chemistry, Biology, Accounting and Social Science. Request will not exceed 3 IA's.
Skyline College	STEM	1	01/01/2021	06/30/2021	Laboratory Technician: <i>Previously Requested Position</i> This position will provide start up technical support for all simulation operations, including but not limited to integrating, maintaining, and operating the simulation lab equipment. Due to the Covid19 Pandemic, the students' clinical rotations have been cancelled or modified, so, the Simulation Lab have been used to meet the accrediting bodies requirements for clinical hours. The healthcare providers are essential workers, so now more than ever the Simulation Lab Technician is needed to support all the Allied Health Programs.
Skyline College	Equity Institute	1	01/01/2021	04/30/2021	Staff Assistant: <i>Previously Requested Position</i> This position will assist with Equity Institute day to day duties, data entry, composes and prepares correspondence, report narratives, forms, publicity materials from original ideas or with general instruction, agendas and meeting notes, and spreadsheets. This will help with transition while hiring the new Executive Director.

BOARD REPORT NO. 20-12-2A

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff – 574-6510
David Feune, Director of Human Resources – 358-6775

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

Negotiations on a renewed collective bargaining agreement were recently concluded with CSEA, and a Tentative Agreement, effective July 1, 2019 through June 30, 2022, is set to be ratified by the CSEA membership on December 14, 2020. The Tentative Agreement is now submitted to the Board of Trustees for approval.

For the Board's reference, the current agreement (for 2016-2019) is attached and red-lined edits for the new agreement are included after each article/section where there was a change in language.

This new agreement also includes the allocation of total compensation for FY2019-2020 and FY2020-2021 and updates Salary Schedules 60 and 62 for the previously referenced fiscal years. For FY 2019-2020 the salary increase will be 3.43% and for FY 2020-2021 the salary increase will be 5.46%.

RECOMMENDATION

It is recommended that the Board of Trustees accept and approve the Tentative Agreement between the District and the California School Employees Association, Chapter 33 and allocate total compensation for FY 2019-2020 and FY 2020-2021 and adopt updated Salary Schedules 60 and 62 accordingly.

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

AND

**THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
CHAPTER 33**

JULY 1, 2016 – JUNE 30, 2019

July 2018

TENTATIVE AGREEMENT (2020)

Tentative agreement between San Mateo CCCD and CSEA and its San Mateo CCCD Chapter 33
November 20, 2020

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

AND

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS SAN MATEO CCCD CHAPTER 33

JULY 1, ~~2016~~**2019** – JUNE 30, ~~2019~~**2022**

July 2018

CURRENT AGREEMENT (2016-2019)

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

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TENTATIVE AGREEMENT (2020)

Tentative agreement between San Mateo CCCD and CSEA and its San Mateo CCCD Chapter 33
November 20, 2020

**Agreement Between the San Mateo County Community College District
And
The California School Employees Association-and its San Mateo CCCD Chapter 33**

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CURRENT AGREEMENT (2016-2019)

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

PREAMBLE

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

ARTICLE 1: RECOGNITION

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

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

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

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

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

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

TENTATIVE AGREEMENT (2020)

ARTICLE 1: RECOGNITION

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

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

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

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

TENTATIVE AGREEMENT (2020)

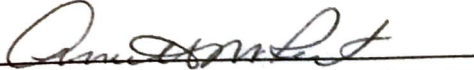
- b) “Regular” as used in the phrase “regular classified employee”, or any similar phrase refers to a classified employee who has probationary or permanent status.
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- 1.7 **Section Titles:** All section titles in this Agreement are descriptive only and have no meaning in regard to the interpretation of the sections.

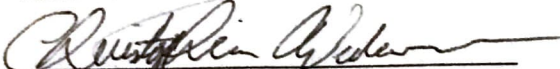
TENTATIVE AGREEMENT (2020)

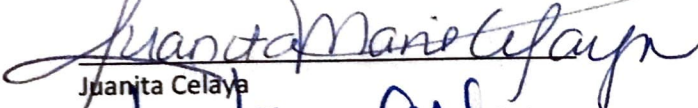
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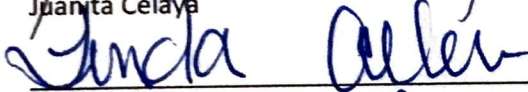
Signed by:

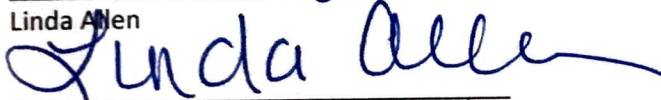
For CSEA:



Annette Perot



Christopher Weidman


Juanita Celaya


Linda Allen


Finausina Tovo


Rachel Corrales


DAVID WOOD

For District:


Mitchell Bailey


David Feune

ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES

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

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

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

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

TENTATIVE AGREEMENT (2020)

ARTICLE 2: MEMBERSHIP DUES OR SERVICE FEES

- ~~2.1 **Agency Shop:** All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of the CSEA shall, within sixty (60) days of the effective date of this Agreement, or within sixty (60) days of their date of employment, become members of CSEA, or in the alternative, shall as a condition of continuing employment, pay to the CSEA each month a service fee in the amount equal to the regular monthly CSEA membership dues uniformly required of employees of the Board who are members of the CSEA. The payments hereunder shall be made by authorized payroll deductions or by direct payment to CSEA.~~
- 2.1 Membership and Dues Deduction:** District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues to the CSEA Chapter President or Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
- 2.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic yearly renewal unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.**
- 2.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.**
- ~~2.2 **Non-compliance:** The Board, upon receiving a signed statement from the CSEA indicating that an employee has failed to comply with the condition of Article 2.1, shall immediately notify said employee that his/her service shall be terminated at the end of thirty (30) days from the date of such notification, and shall dismiss said employee accordingly. The Board shall follow the procedures for dismissal provided in Board policy and regulations and state law, as applicable.~~
- ~~2.3~~ **2.4 Compliance:** If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
- ~~2.4~~ **2.5 Payroll Deduction/List of Unit Members:** The Board shall deduct, in accordance with the CSEA dues schedule, dues from the pay wages of each employee from whom it receives authorization the required amount for the payment of all employees who are members of CSEA dues or service fees. ~~Check off authorization for CSEA dues or service fees which were executed prior to the execution of this Agreement shall remain in full force and effect. Checked off dues or fees, accompanied by the list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the CSEA no later than thirty (30) days after such deductions were made.~~
- ~~2.5 **Insufficient Funds:** If any employee does not have sufficient funds due him/her to~~
- CSEA Agreement 20169 - 204922
- 1
- Revised July 2018 ~~March 2019~~

TENTATIVE AGREEMENT (2020)

~~provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and the CSEA shall assume the duty of direct collection from the employee. The CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues or service fees.~~

2.6 The District's managers, supervisors and confidential employees shall take no position regarding employees' decisions to belong to the Union or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead will refer any questions to the CSEA Labor Relations Representative. The District shall only process requests to drop membership that originate from the CSEA State Association.

2.7 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.

2.8 There shall be no charge by the employer to CSEA for regular membership dues deductions.

2.9 Membership Information: The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

2.10 Hold Harmless: The CSEA agrees that, in the event of litigation against the Board of Trustees, its agents, or employees arising out of the implementation of this Article, the CSEA will co-defend and indemnify and hold harmless the Board of Trustees, its agents or employees for any monetary award arising out of such litigation. CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

TENTATIVE AGREEMENT (2020)

2.6

~~2.7 **Religious Exemption:** Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of continued employment except that, once such an employee has submitted evidence to the parties which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service either to a non religious, non labor organization or charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following:~~

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

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

Signed by:

For CSEA:

9-26-2019

Annette Perot

Christopher Weidman

Juanita Celaya

Linda Allen

Finausina Tovo

Rachael Corrales

DAVID WOOD

For District:

Mitchell Bailey

David Feune

ARTICLE 3: DEFINITIONS

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

CURRENT AGREEMENT (2016-2019)

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

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

TENTATIVE AGREEMENT (2020)

Tentative Agreement Successor Contract Negotiations Articles 3 & 5 SMCCCD and CSEA & its Chapter 33

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

TENTATIVE AGREEMENT (2020)

Tentative Agreement Successor Contract Negotiations Articles 3 & 5 SMCCCD and CSEA & its Chapter 33

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- 3.21 **MANAGEMENT EMPLOYEE**: See article 1.4
- 3.22 **MEET AND CONFER**: Meet and confer means to meet at reasonable times, to confer in good faith, and to endeavor to reach agreement.
- 3.22 **NEGOTIATION**: The process of the District and the Union meeting together and bargaining in a good faith effort to reach agreement on matters within the scope of representations and executing, if requested by either party, an agreement incorporating matters agreed on. In addition, negotiation implies the possible use of impasse procedure provided in the Education Employment Relations Act.
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- 3.39 **SUPERVISORY EMPLOYEE**: See Article 1.4
- 3.40 START OF WORK DAY: The work day shall begin at the start of the employee's regularly scheduled shift.**

ARTICLE 4: ORGANIZATIONAL RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 4: ORGANIZATIONAL RIGHTS

- 4.1 **Reasonable Access:** The CSEA shall have the right of access at reasonable times to areas in which employees work; the right to use institutional bulletin boards, mail boxes, and other means of communication subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by statute.
- 4.2 **Board Agendas:** The District shall make every effort to provide CSEA at a regularly scheduled LMC meeting all classified personnel items prior to the Board of Trustees approving such classified personnel items.
- A classified personnel item that is received subsequent to the LMC meeting will be sent electronically to each member of LMC prior to the Board of Trustees approving such classified personnel items.
- CSEA shall receive a copy of the agenda, minutes, and Board reports of regular Board meetings electronically in advance of any Board meetings.
- 4.3 **Facilities:** CSEA agrees to leave the facilities, buildings, and/or equipment used in a clean and orderly condition.
- 4.4 **List of Unit Members:** The CSEA shall have the right to be provided with a listing of all bargaining unit employees, their present classification, their initial hire date, and their primary job site, within a reasonable time following request by the CSEA. Thereafter, the CSEA will be provided with a current listing of additions and deletions to the bargaining unit by January 30 of each year or within thirty (30) days after request. In addition, the District shall provide the CSEA Chapter President or designee notice of each newly hired bargaining unit member within seven (7) days of employment, including the Personnel Action Form showing the employee's name, date of hire, classification, department, work location, and work schedule.
- 4.5 **Labor/Management Committee:** The CSEA and the District agree to establish an ongoing committee to provide a regular forum for discussion of matters related to the employment of unit members. The CSEA chapter president and the Chancellor-Superintendent shall determine the membership of the committee, which shall make recommendations to the Chancellor-Superintendent. All matters affecting the employment of unit members shall be considered appropriate for discussion by the committee, with the exception of matters which are directly within the scope of collective bargaining. The Chancellor-Superintendent shall report to the Board at least once each year on the recommendations of the committee.
- 4.6 **Changes in Job Descriptions:** The CSEA shall be provided with notification of any **proposed** changes in job descriptions of classifications within the bargaining unit

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and provided the opportunity to bargain such changes prior to implementation as per the Educational Employer Relations Act, 1976 (EERA).

- 4.7 **Worksite Elections:** The District shall allow CSEA to have worksite elections for contract ratification votes and officer elections. CSEA, with the concurrence of the Chief Executive Officer at each location (or his/her designee) will determine the location(s) and hours of operation. Normally, the ballot box and voter list will be available at the desk of a designated CSEA representative. It is not the intent of the parties to disrupt the normal workflow of the District by the implementation of this section.
- 4.8 **Release Time for Union Meetings:** The District agrees to provide paid release time for four (4) five (5) delegates to attend the CSEA State Association Annual Conference. If CSEA wishes to send more than four (4) than five (5) delegates with paid release time, the additional delegates may request and be granted use of vacation days if reasonable advance notice is given of such request and if no undue interruption of District workflow results therefrom.
- 4.9 **Access to Services:** CSEA's executive officers are permitted to have at their job locations file cabinets that may be used exclusively for CSEA business. CSEA's executive officers are also permitted to have the same access to services (reasonable office space, phone lines, computer networks, etc.) as other bargaining units.
- 4.10 **Release Time for Chapter Meetings:** The District will provide drive release time totaling one (1) hour (30 minutes before and 30 minutes after) for CSEA members to attend **three** lunch time Chapter meetings each year. Drive release time will only be for those employees who must travel to a District site other than their own. Employees at the site of the meeting will be given a total of 10 minutes release time (5 minutes before and 5 minutes after) to get from their regular workstations to the chapter meeting location. ~~For purposes of this section only, CSM and the District Office shall be considered one site.~~ In addition, CSEA members shall be granted 15-minute release time up to six (6) times per fiscal year for site balloting. CSEA will provide advance notice to the Vice Chancellor, Human Resources or designee of the dates for the three chapter meetings.
- 4.11 **Paid Leave to Serve as Elected Officer:**
- 4.11.1 The District shall grant a CSEA member, upon request, a paid leave of absence for the purpose of the employee to serve as an elected officer of the State Association Board of Directors (State Officer or Area Director).
- 4.11.2 The CSEA State Association shall reimburse the District for any paid leave of absence in accordance with California Education Code section 88210.
- 4.11.3 In addition to the reimbursed paid leave of absence provided in 4.11.1 and 4.11.2, the District shall grant, upon request, up to fifteen (15) additional days of paid leave to a CSEA member to serve as an elected officer of the CSEA State Association Board of Directors (State Officer or Area Director).
- 4.12 **Electronic Mail:** The District agrees to initiate a program to provide reasonable on-the-job

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email access to every employee in the bargaining unit. Once an employee has been given email access, the employee is responsible to ensure that he/she regularly reviews his/her email account for messages.

- 4.13 **Web Site:** The District shall provide a link to the CSEA web page on the District's web server, with content provided by and controlled by CSEA. Content shall adhere to both CSEA and District policies, rules, and regulations.

- 4.14 **Bulletin Board:** The District shall provide bulletin board(s) for the exclusive use of CSEA. The bulletin boards(s) will typically measure 3 by 4 feet. There will be a minimum of four bulletin boards district-wide located at the following sites in general publicly accessible areas: Canada College in the administration building, College of San Mateo in the administration building, Skyline College in the administrative building and the Chancellor's Office on the second floor.

- 4.15 **Memoranda of Understanding (MOU):** Any outstanding MOUs exceeding three (3) years that impacts the bargaining unit as a whole, will be reviewed by the District and CSEA and may become part of the CSEA contract.

- 4.16 **New Employee Orientation:** ~~The CSEA Chapter President or designee shall have the right to release time to present information to bargaining unit members at any new employee orientation conducted by the District. CSEA shall be granted a minimum of fifteen (15) minutes to meet with bargaining unit members at any such orientation session. For any new bargaining unit employee who for any reason does not attend a new employee orientation conducted by the District, the CSEA Chapter President or designee shall have the right to release time to meet with the employee for a minimum of fifteen (15) minutes during that employee's regularly scheduled working hours as soon as practicable after the employee's first day of employment. Immediately after conducting a new employee orientation session, the District shall provide to CSEA a list of all bargaining unit members who attended that session.~~

4.17 DISTRICT NOTICE TO CSEA OF NEW HIRES

- a) **Provide CSEA With Notice of New Hires: The District shall provide the CSEA Labor Relations Representative notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, and site.**
- b) **Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and who, have been placed in the bargaining unit represented by CSEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.**

4.18 EMPLOYEE INFORMATION

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- a) Provide CSEA With New Hire Contact Information: On the last workday of each month, the District shall provide to a CSEA, via a mutually agreeable secure FTP site or service the name and contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name
- iv. Suffix (eg Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. Zip Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Birth year
- xvii. Employee ID
- xviii. Cal PERS status ("Y" if in CalPERS retirement system: "N" if not in CalPERS);
- xix. Hire date.

In the event no one is hired on any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

- b) Provide CSEA With Periodic Update of Unit Member Contact Information: The District shall provide CSEA, via a mutually agreeable secure FTP site or service, all bargaining unit member names and contact information on the last working day of September, January, and May. The specific employee information required to be submitted shall be the same as the information described above in section 2(a) of this agreement.

4.19 NEW EMPLOYEE ORIENTATION

- a) Definition of New Employee Orientation: "New employee orientation" as set forth in Government Code Section 3555.5 means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums in which employees are advise of their employment rights, benefits, duties and responsibilities, or any other employment related matters.
- b) Provide CSEA With Access to New Employee Orientations: The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may

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be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

- i. Group Orientations: In the event the District conducts a group orientation, CSEA shall have a minimum of one (1) hour, including travel time, of paid release time for one (1) CSEA representative to conduct the orientation session after the conclusion of the District-organized orientation. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the CSEA orientation.
- ii. Individual Orientations: In the event the District conducts one-on-one orientations with new employees, CSEA shall have a minimum of thirty (30) minutes of paid release time, including travel time, for one (1) CSEA representative to conduct the orientation session after the conclusion of the District-organized orientation. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the CSEA orientation.
- iii. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.
- iv. During CSEA's orientation, no District manager or supervisor or non-unit employee shall be present.
- c) New Hire Information Packet: The District shall include the CSEA membership application and a link for an electronic application in the new employee orientation packet.

4.20 GRIEVANCE AND ARBITRATION PROCEDURE

Any alleged violation, misinterpretation, or misapplication of the terms of Article 4.17 shall be subject to the grievance provisions of Article 12 Grievance Procedure, except as follows.

- a) Definition of a "Grievant": For the purposes of Article 4.17 the "Grievant" shall only be CSEA and its Chapter #33. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA and its Chapter #33 and grieving on behalf of the union. This provision shall supersede Article 12.1.3.
- b) Expedited Grievance Procedure
 - i. Step 1: For the purposes of Article 4.17, the grievance procedure shall commence at Level II (Article 12.4).
 - ii. Step 2: If CSEA is not satisfied with the decision rendered at the *Formal Written Grievance Level*, the grievance shall be resolved at level III (Article 12).

4.21 SAVING CLAUSE

If during the life of this Collective Bargaining Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision

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contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Collective Bargaining Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

Signed by:

For CSEA:

Perot, Annette M.

Digitally signed by Perot, Annette M.
Date: 2020.06.01 15:58:25 -07'00'

Annette M. Perot

Christopher Weidman

Digitally signed by Christopher Weidman
Date: 2020.06.01 14:37:16 -07'00'

Christopher Weidman

Juanita Celaya

Digitally signed by Juanita Celaya
Date: 2020.06.02 13:51:52 -07'00'

Juanita Celaya

Linda Allen

Digitally signed by Linda Allen
Date: 2020.06.01 20:31:34 -07'00'

Linda Allen

Corrales, Rachel

Digitally signed by Corrales, Rachel
Date: 2020.06.03 10:35:00 -07'00'

Rachel Corrales



Digitally signed by David Wood
DN: cn=David Wood, o=CSEA, ou, email=dwood@csea.com, c=US
Date: 2020.06.01 14:46:41 -07'00'

David Wood

For District:



Digitally signed by Bailey, Mitchell
Date: 2020.06.11 09:11:41 -07'00'

Mitchell Bailey

Feune, David

Digitally signed by Feune, David
Date: 2020.06.04 11:20:18 -07'00'

David Feune

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ARTICLE 5: HOURS AND OVERTIME

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

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

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

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

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week, overtime pay/compensatory time will be paid.

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

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

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

site, considering skills necessary.

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

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

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

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

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

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

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

ARTICLE 5: HOURS AND OVERTIME

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

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

- 5.1.1 The length of the regular workday and workweek for bargaining unit employees who work at least fifty percent (50%) of full-time shall be in all instances a fixed regular and ascertainable minimum number of hours not less than 18.75 hours per week.
- 5.1.2 The length of the regular workday and workweek for bargaining unit employees who work less than fifty percent (50%) of the full-time working hours shall not be less than one (1) hour per day on the days worked.
- 5.1.3 Exceptions to the workday or workweek schedule for full- and part-time employees would be allowed for any employee currently working a different schedule or any employee mutually agreeing with the District to work a different schedule.
- 5.1.4 The regular workday of Public Safety Officers shall consist of eight (8) consecutive hours which shall include a forty-five (45) minute paid meal period. By mutual agreement between the employee and the District, Public Safety Officers may be scheduled for four (4) consecutive days of ten (10) hours per day. A ten hour shift shall include a one (1) hour paid meal period.

The workweek for Public Safety Officers shall consist of a forty (40) hour workweek with consecutive workdays, Sunday through Saturday, and with consecutive days off. Public Safety Officers shall not work more than sixteen (16) hours in one twenty-four (24) hour period without a minimum of eight (8) consecutive hours off. Exceptions to this section shall be declared emergencies by the District Chancellor, Governor of California, President of the United States, or their designees. **The intent of this subsection limiting overtime scheduling is to insure that unit members are not overscheduled and shall not be used as the sole grounds for discipline.**

- 5.1.5 The District and CSEA agree that an employee may request modification of the 37.5 hour workweek of 7.5 hours per day, 5 days per week. The request is subject to the approval of the supervisor. Employees whose work schedule is less than 100% of full time may also request a modification of their work schedules.

The adjustment of the work schedule will not result in a reduction of the total hours worked in a week but will increase the daily hours worked above 7.5 hours, e.g.

9.375 hours per day for four (4) days per week. The daily adjusted work hours also will not result in shift differential pay. Other than for Public Safety Officers working four days per week and 10 hours per day as described above, for hours that exceed the employee's daily adjusted work hours or exceed the 37.5 hours per week, overtime pay/compensatory time will be paid.

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

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

- 5.2 **Rest Periods:** Unit members working four (4) hours or less shall be granted a fifteen (15) minute rest period per day. Unit members working more than four (4) hours and up to six

(6) hours per day shall be granted one (1) fifteen (15) minute rest period and an unpaid meal period per day. Unit members working in excess of six (6) hours per day shall be granted two (2) fifteen (15) minute rest periods, to be taken, whenever practical, in the middle of each work period, as well as an unpaid meal period per day. By mutual consent of the immediate supervisor and the employee, the meal period and the rest periods specified in this article may be modified. The one (1) hour duty-free meal period shall be provided as close as possible to the middle of the regular workday. During meal periods, Public Safety Officers shall be paid and shall be subject to duty for emergency calls for service only.

- 5.3 **Overtime Assignments:** Overtime assignments shall be made only by mutual consent of the employee and the supervisor except in situations deemed to be an emergency, in which case the District may require overtime.

5.3.1 The duties of certain classes of jobs are subject to fluctuations in daily working hours which are not susceptible to administrative control. As a consequence, the Board, in accordance with Education Code Section 88026, exempts these classes from overtime compensation for service in excess of the hours in the workday, but agrees that hours worked in excess of the hours in a workweek, or for hours worked on a holiday, will be compensated on an overtime basis. The classes to which this section applies are: Athletic Trainer, Theatre Technician/Events Coordinator and Theatre Events Manager, **and KCSM Underwriter.**

5.3.2 **Pay or Compensatory Time Off:** Overtime shall be paid in accordance with Article 8.6 ~~at the current rate of pay of the employee.~~ However, if the employee requests to take compensatory time off, and the supervisor agrees, compensatory time may be arranged in accordance with Article 8.6.2.

- 5.3.3 **Call Back:** A minimum assignment of four (4) hours shall be given to an employee who is requested to return to work without having received notice of such request prior to the end of his/her normal work assignment. If notice is received prior to the end of the normal daily work assignment, the minimum assignment shall be two (2) hours.
- 5.3.4 **Overtime Distribution:** Overtime shall first be distributed and rotated as equally as is practical among employees in the bargaining unit within each department at each site, considering skills necessary.
- 5.3.5 **Public Safety Overtime Distribution:** Overtime shall be distributed to Public Safety Officers according to the following procedure:
- 1) The Department shall contact all officers in the bargaining unit to notify them of the availability of overtime hours.
 - 2) From within the group of officers who respond to such notification within thirty (30) minutes, the Department shall rotate the distribution of available overtime hours as equally as is practical, first to officers at the site where the overtime is available, and then, if necessary, to officers at other sites within the District.
- 5.4 **Excess Work for Part-Time Employee:** Any part-time employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to have vacation, sick leave and other benefits adjusted proportionately.
- 5.5 **Computing Number of Hours Worked:** For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other fully paid leave of absence shall be considered as time worked by the employee. Employees receiving salary continuance insurance benefits are not in paid leave status.
- 5.6 **Minimum of Twelve (12) Hours Between Shifts for KCSM Engineers:** The District and CSEA agree that there shall be a minimum of 12 hours between shifts for KCSM engineers subject to around-the-clock staffing. Overtime by the individual on the first shift does not count as part of the 12 hours.
- 5.7 **KCSM Engineers** The Broadcast Engineering Staff represented by CSEA at KCSM consists of the following job classifications: a) Broadcast Operations Engineers b) Broadcast Engineers II c) Senior Broadcast Engineer(s) In regards to Engineering employees represented by CSEA at KCSM, the following is agreed to:
- The work week for Broadcast Operations Engineers and Broadcast Engineers II shall be five (5) consecutive days.

TENTATIVE AGREEMENT (2020)

Tentative Agreement Successor Contract Negotiations Articles 3 & 5 SMCCCD and CSEA & its Chapter 33

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

5.8 Unscheduled Closure

Any time the District office or any of the colleges are closed due to circumstances outside of the District's control (e.g. loss of power, unhealthy air quality, etc.), employees at any work site that is closed shall be compensated at a minimum at their regular rate of pay.

Within ten work days of either party's request to negotiate, the parties shall meet and negotiate the effects and impacts of the closure on subjects within scope.

Signed by:

For CSEA:

Perot, Annette
M.

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Annette M.
Date: 2020.12.03 16:52:23
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Annette M. Perot

Christopher Weidman

Digitally signed by
Christopher Weidman
Date: 2020.12.03 15:53:12
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Christopher Weidman

Celaya,
Juanita Marie

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Date: 2020.12.03 16:48:37
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Juanita Celaya

Allen, Linda

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Linda
Date: 2020.12.03 16:35:14
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Linda Allen

Corrales,
Rachel

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Rachel
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Rachel Corrales



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Wood
Date: 2020.12.03 16:57:32
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David Wood

For District:



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Mitchell Bailey

Feune, David

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David
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David Feune

ARTICLE 6: VACATION

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

6.1.1 **Vacation Accrual:**

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

6.1.2 **Vacation Requests:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 6: VACATION

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

6.1.1 **Vacation Accrual: Based on 12-month 100% full-time employment**

Year	Vacation Hours Earned Per Month Worked	Total Number of Vacation Days Earned During Year	<u>Maximum Accrual</u>
1	6.250	10	<u>150</u>
2	6.875	11	<u>165</u>
3	7.500	12	<u>180</u>
4	9.375	15	<u>225</u>
5	9.375	15	<u>225</u>
6	9.375	15	<u>225</u>
7	10.000	16	<u>240</u>
8	10.000	16	<u>240</u>
9	10.625	17	<u>255</u>
10	11.250	18	<u>270</u>
11-14	12.500	20	<u>300</u>
15-19	13.750	22	<u>330</u>
20-24	15.000	24	<u>360</u>
25 and more	16.250	26	<u>390</u>

6.1.2 **Vacation Requests:**

- 4- 6.1.2.1 Each department/supervisor shall evaluate its specific workload, timelines, cycles, etc., to determine when it is essential for particular personnel to be at work.
- 6.1.2.2 Based on this evaluation, each department/supervisor may, if necessary, block out up to six (6) weeks in a fiscal year during which vacations are restricted; no more than three (3) consecutive weeks may be blocked at a time, and there must be a minimum of two (2) consecutive weeks between blocked time periods. **Blocked out periods must be posted at least 90 days in advance.**
- 3- 6.1.2.3 Employees shall be advised to avoid requesting vacation during these restricted period unless there are extenuating circumstances.
- 4- 6.1.2.4 An employee's request for vacation shall be in writing or sent electronically via e-mail to the employee's immediate supervisor. Supervisors shall respond in writing or electronically via e-mail within five (5) working days of receipt of the request. The supervisor's response shall be written and dated, with reasons cited if the request is denied. Requests that are not submitted at least five (5) days prior to the first requested day of vacation may be rejected.
- 4- 6.1.2.5 Denied requests or requests not responded to may be appealed to the next level supervisor who shall respond within five (5) working days.

TENTATIVE AGREEMENT (2020)

2019-2020 Successor Contract Negotiations Article 6 TA 6/1/2020

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

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

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

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

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

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

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

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

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

TENTATIVE AGREEMENT (2020)

2019-2020 Successor Contract Negotiations Article 6 TA 6/1/2020

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

- 6.10 **Vacation Not Permitted /Compensation:** If an employee is not permitted by the District to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. The total amount that is permitted to be accrued is two (2) times the employee's annual vacation entitlement.

If an employee reaches the maximum accrual and is unable to take the time off to reduce the accrual amount, the employee may request no more than one (1) week of accrued vacation to be paid in cash.

- 6.11 **WCIS Vacation:** Vacation pay for WCIS employees will be paid at the end of the Fall and Spring semesters.

Signed by:

For CSEA:

Perot, Annette
M.

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Annette M.
Date: 2020.06.01 15:59:47
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Annette M. Perot

Christopher
Weidman

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Christopher Weidman
Date: 2020.06.01 14:32:34
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Christopher Weidman

Juanita Celaya

Digitally signed by Juanita
Celaya
Date: 2020.06.02 13:52:57
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Juanita Celaya

Linda Allen

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Allen
Date: 2020.06.01 18:16:02
-07'00'

Linda Allen

Corrales,
Rachel

Digitally signed by Corrales,
Rachel
Date: 2020.06.03 10:37:20
-07'00'

Rachel Corrales

David Wood

Digitally signed by David Wood
DN: cn=David Wood, o=CSEA, ou,
email=dwood@csea.com, c=US
Date: 2020.06.01 14:47:13 -07'00'

For District:

Mitchell Bailey

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Mitchell
Date: 2020.06.11 09:12:24
-07'00'

Mitchell Bailey

Feune, David

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David
Date: 2020.06.04 11:21:20
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David Feune

ARTICLE 7: HOLIDAYS

- 7.1 **List of Holidays:** The Board will grant the following sixteen (16) paid holidays annually, as well as any additional holidays mandated by Education Code Section 88203.

Martin Luther King's Birthday
Lincoln Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day following Thanksgiving
Winter Recess (total of seven District work days)

- 7.2 **Holiday on Saturday or Sunday:** When a holiday falls on Sunday, the succeeding workday shall be observed as the Board approved holiday. When a holiday falls on Saturday, the preceding workday shall be observed as the Board approved holiday or CSEA and the District shall mutually agree to the replacement holiday.

- 7.3 **Holidays for Employees on Work Week other than Monday through Friday:**

- 7.3.1 Full-time employees who are regularly scheduled to work other than Monday through Friday, and who are scheduled to work on a Board approved holiday will receive pay as specified in Article 8.6.3.
- 7.3.2 Employees who are regularly scheduled to work other than Monday through Friday, and whose regularly scheduled day off falls on a Board approved holiday, may elect to receive an "in lieu" holiday or their regular rate of pay of seven and one-half (7.5) hours for each holiday. (Prorated hours for part-time employees.)
- 7.3.3 The "in lieu holiday" must be mutually scheduled between the employee and supervisor within one (1) month of the actual holiday or the day will be paid on the next regular pay check.

- 7.4 **Winter Recess:**

- 7.4.1 Winter Recess is defined as the period starting with the last official work day before Christmas Eve through and including New Year's Day for a total of seven (7) work days. (See Article 5.1 Regular Workday/Workweek.)
- 7.4.2 Employees who are not assigned to duty during the Winter Recess shall be paid for the last official work day before Christmas Eve through New Year's Day.
- 7.4.3 For Bookstore employees represented by CSEA, upon mutual agreement between

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

ARTICLE 7: HOLIDAYS

- 7.1 **List of Holidays:** The Board will grant the following sixteen (16) paid holidays annually, as well as any additional holidays mandated by Education Code Section 88203.

Martin Luther King's Birthday
Lincoln Day
Presidents' Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day following Thanksgiving
Winter Recess (total of seven District work days)

- 7.2 **Holiday on Saturday or Sunday:** When a holiday falls on Sunday, the succeeding workday shall be observed as the Board approved holiday. When a holiday falls on Saturday, the preceding workday shall be observed as the Board approved holiday or CSEA and the District shall mutually agree to the replacement holiday.

- 7.3 **Holidays for Employees on Work Week other than Monday through Friday:**

- 7.3.1 Full-time employees who are regularly scheduled to work other than Monday through Friday, and who are scheduled to work on a Board approved holiday will receive pay as specified in Article 8.6.3.

- 7.3.2 Employees who are regularly scheduled to work other than Monday through Friday, and whose regularly scheduled day off falls on a Board approved holiday, may elect to receive an "in lieu" holiday or their regular rate of pay of seven and one half (7.5) hours for each holiday. ~~(Prorated hours for part-time employees.)~~ **based on Full Time Equivalency (FTE). An in lieu holiday or pay "Prorated based on FTE" for the purpose of this section shall be calculated by adding together all regularly scheduled work hours in a work week and dividing by five.**

- 7.3.3 The "in lieu holiday" must be mutually scheduled between the employee and supervisor within one (1) month of the actual holiday **and entered in the District's online compensation tracking system,** or the day will be paid on the next regular pay check.

- 7.3.4 **Any employee whose regular work hours on a holiday will not be covered by the employee's allotted holiday hours based on the employee's FTE may make up the uncovered hours during the week in which the holiday occurs subject to supervisor approval or may elect to use personal necessity leave or vacation time.**

If the employee has no sick leave or vacation on the books, the employee may use unearned sick leave to cover the hours.

7.4 Winter Recess:

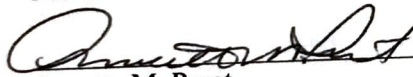
7.4.1 Winter Recess is defined as the period starting with the last official work day before Christmas Eve through and including New Year's Day for a total of seven (7) work days. (See Article 5.1 Regular Workday/Workweek.)


7.4.2 Employees who are not assigned to duty during the Winter Recess shall be paid for the last official work day before Christmas Eve through New Year's Day.

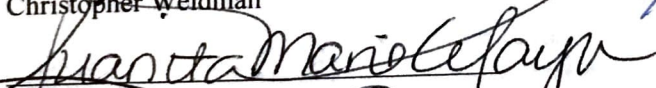
For Bookstore employees represented by CSEA, upon mutual agreement between the employee and the Bookstore Manager, an employee may be asked to work the winter holidays starting with December 23rd through and including December 31st, to prepare for the beginning of the spring semester. If an employee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


Signed by:

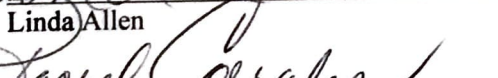
For CSEA:


Annette M. Perot


Christopher Weidman


Juanita Celaya


Linda Allen


Rachel Corrales


David Wood LRR

For District:


Mitchell Bailey


David Feuné

ARTICLE 8: PAY AND ALLOWANCES

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

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

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

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

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

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

* Effective July 1, 2017 increase salary schedules by 1.78%.

*Effective July 1, 2018 increase salary schedules by 4.17%.

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

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

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

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

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

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

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

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

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

8.3.1 If an employee assumes duties of a higher level position, the employee will be assigned detail pay for those duties which are outside of, or are inconsistent with, his/her normal assignment. Step placement on the higher salary range will be at the lower step which results in an increase of at least five percent (5%). If no step will result in a five percent (5%) increase, the employee will be placed on the highest step of the new range.

8.3.2 Said "detail assignment" shall not extend beyond 100 working days or for the term of a Leave of Absence (if said leave is the reason for a "detail assignment") after

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which said position shall be advertised.

8.3.3 Extension of the 100 working day period or past the expiration of the Leave of Absence must have the agreement of CSEA.

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

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

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

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

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

8.6 **Overtime Compensation:**

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

8.6.2 **Compensatory Time Off** Compensatory time is earned at time and one-half for each hour worked, in the same manner as pay is earned (as specified in 8.6.1) and may accrue up to a maximum of Fifty (50) hours during each fiscal year. Once an

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employee has reached the maximum accrual of compensatory time off during the fiscal year, all overtime hours worked thereafter shall be paid. Compensatory hours must be utilized by the end of each fiscal year. All accrued but untaken hours as of June 30th of each year shall be paid at the current regular rate of pay.

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

8.6.3 **Overtime Worked on a Holiday** Employees who are scheduled to and work on a Board approved holiday, as specified in Article 7.1, shall be compensated at a rate of 1.5 times the employee's regular hourly rate of pay. Refer to Article 7.3 for employees whose work week is other than Monday through Friday.

8.6.4 **Beyond Twelve (12) Hours Worked on a Holiday.** When an employee works in excess of the employee's scheduled workday on a holiday, (up to the first twelve (12) hours) shall be compensated at 1.5 times the employee's regular hourly rate of pay, plus holiday pay at 1.0 times the employee's regular hourly rate of pay. Hours worked beyond twelve (12) on a Board approved holiday shall be compensated at 2.0 times the regular hourly rate of pay.

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

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

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

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

- 1) The parties shall mutually agree to any proposed changes to the list of benchmark positions in Appendix D.

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

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

- a. Salary schedule step one (1) will be used as the basis for comparison.
- b. The grouping of the classification families to be reviewed shall be as described in Appendix **D**.
- c. Results of the survey will be utilized to show how our District compares to the fourth ranked pay rate within each comparison classification.
- d. CSEA will receive a copy of all documentation utilized for the survey upon completion of the survey and prior to the commencement of negotiations about the salary survey results.
- e. Unless otherwise agreed, the District and CSEA shall negotiate about any adjustments to compensation to be made as a result of the salary survey. Such negotiations shall not commence until survey results have been received from each of the Bay Ten community colleges.
- f. Any change in compensation negotiated as a result of the salary survey shall be calculated independently, and would be in addition to any change in compensation pursuant to Article 8.1.

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- g. Salary surveys will be conducted for benchmark classifications once every four (4) years starting with the first survey to be conducted between July 1, 2016 and May 30, 2017, followed by the next survey between July 1, 2020 and May 30, 2021, and every four (4) years thereafter. Any changes in compensation will be effective for the entire classification family as of July 1 of the survey year, e.g. July 1, 2017 or July 1, 2021, even if negotiations extend beyond July 1 of the survey year.

8.8 **Notification of Accrued Leave:** The District shall notify each employee in writing (by January 31 of each year) of the employee's accumulated sick leave and accrued vacation time, including a statement of the amount of sick leave and vacation time for which the employee is eligible during the coming year.

8.9 **Tools, Equipment, Uniforms, and Special Clothing:** The District will supply all tools, equipment, uniforms, and other special clothing and supplies reasonably necessary for the performance of employment duties. If the employee provides tools and equipment belonging to the employee for use in the course of employment, the District shall provide a safe place to store such tools and equipment. If the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish or reimburse the employee the full costs of procuring such.

8.9.1 **Public Safety Officers Equipment and Supplies:** Public Safety Officers are as follows: Public Safety Sergeant, Public Safety Officer and Public Safety Assistant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.13.1 Insufficient Payment: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.

8.13.2 Overpayment: If the District overpays the employee, the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid. For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months.

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

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All benefit plans (medical insurance, dental insurance, life insurance, long-term salary continuance policy and medical benefits for retirees) are described in the benefits handbook available in the Download on the District Web Site or call the Office of Human Resources at 650-574-6555.
(NOTE: moved to top of Article 9 with some revisions)

ARTICLE 8: PAY AND ALLOWANCES

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

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

Total Compensation Formula: the formula in the attached spreadsheet will be used to calculate the funds available to CSEA to distribute between salary, benefits or other items as desired.

a. The amount available for 2016/17 **total compensation for 2019-2020** is as shown on the spreadsheet: a salary increase of 2.07 **3.43%** **allocated entirely as an on schedule salary increase**; an increase to the District monthly benefit cap of \$36 for an individual, \$95 for 2-party and \$117.39 for family; an increase in LSI as stated in Article 8.4; and an additional step as stated in Article 8.1.

b. **The amount available for total compensation for 2020-2021 is 5.46% allocated entirely as an on schedule salary increase.**

c. The amount available for **2021-2022** the 2 succeeding years will be determined each **that** year based on the percentage increase on property taxes shown on the San Mateo County Assessor's website (<https://secure.smcare.org/apps/art/Login.aspx>) as well as any amounts due to appeals, etc.

The Executive Vice Chancellor (EVC) **District** shall make the property taxes **data** available to CSEA **once they are finalized** no later than July 8 of 2017 and 2018 and proposed CalPERS medical rates when they are made available. CSEA shall determine the distribution of the funds and ~~communicate that to~~ **sign a Memorandum of Understanding with** the EVC **District** by the later of July 15 or 30 days after the CalPERS rates **and final property tax rates** are made available. The EVC **District** and CSEA shall review the estimates and costs in advance so that the relatively short turn-around is not a hardship.

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

Comparability: The District agrees to provide at least the same total compensation formula to CSEA as is provided in other collective bargaining agreements that may be

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reached following this date for contract years 16-17, 17-18 and 18-19. 2019-2020, 2020-2021, and 2021-2022.

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

* Effective July 1, 2017 increase salary schedules by 1.78%.

* Effective July 1, 2018 increase salary schedules by 4.17%.

8.1.2 A new employee of the unit will normally be placed at Step 1. The Chancellor-Superintendent **or designee** may recommend initial placement above the first step based upon the new employee's qualifications. ~~in exceptional circumstances that affect the interests of the District.~~

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

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

8.2 **Shift Differential:** Members of the unit whose regular schedule includes work before 6:00 a.m. or after 4:30 p.m. will be paid a differential for any time worked before 6:00 a.m. or after 4:30 p.m. The differential paid will be that specified as the shift differential. The shift differential is five percent (5%) of regular salary.

One shift differential will be paid for the entire shift if the shift begins between 2:00 p.m. and 10:29 p.m.

8.3 A ten percent (10%) shift differential will be paid for the entire shift if the shift begins any hours worked from between 10:30 p.m. to and 4:59 a.m.

Members who voluntarily time-shift their schedules shall not be eligible for Shift Differential.

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

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

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- 8.3 **Detail Assignments: Prior to the commencement of any detail assignment, the District shall provide the President of CSEA with written notification of detail assignments, the rate of pay of such assignments, and the effective date of the detail assignment.**

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

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

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

- 8.3.1 If an employee assumes duties of a higher level position, the employee will be assigned detail pay for those duties which are outside of, or are inconsistent with, his/her normal assignment. Step placement on the higher salary range will be at the lower step which results in an increase of at least five percent (5%). If no step will result in a five percent (5%) increase, the employee will be placed on the highest step of the new range.
- 8.3.2 Said "detail assignment" shall not extend beyond 100 working days or for the term of a Leave of Absence (if said leave is the reason for a "detail assignment") after which said position shall be advertised.
- 8.3.3 Extension of the 100 working day period or past the expiration of the Leave of Absence must have the agreement of CSEA.
- 8.3.4 The District will post notices of all non-management classified detail opportunities which are expected to last more than 30 days. Any unit member may apply for the detail assignment within five (5) working days of posting.

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

Beginning Year: Monthly Increment:

Eight (8)	2.75% of base Salary
Twelve (12)	3.75% of base Salary
Sixteen (16)	6.25% of base Salary
Twenty (20)	8.0% of base Salary
Twenty-four (24)	10.75% of base salary
Twenty-eight (28)	12.0% of base Salary

- 8.4.1 The monthly increment will be added to the salary specified in the salary schedule and along with any applicable shift differential will become the regular rate of pay as specified in Section 8.1.
- 8.5 **Upward Step Placement:** A member of the unit who is permanently assigned to a classification at a higher range will be placed on any step which will result in an increase of at least five percent (5%). If no step increase will result in an increase of five percent (5%), the employee will be placed on the highest step of the new range.
- 8.6 **Overtime Compensation:**
- 8.6.1 **Overtime on a Regular Work Day:** Employees who work overtime shall be compensated at a rate of 1.5 times the employees' regular hourly rate of pay. Except for Public Safety Officers or employees on approved alternate work schedules pursuant to 5.1.3 through 5.1.5, overtime shall be defined as more than seven and one-half hours in a day or thirty-seven and a half (37.5) hours in a week. Employees who work more than twelve (12) hours during any twenty-four (24) hour period shall be entitled to compensation at the rate of 2.0 times the employees' regular rate of pay for any time worked in excess of twelve (12) hours. Overtime must be approved in advance by the appropriate supervisor.
- 8.6.2 **Compensatory Time Off:** Compensatory time is earned at time and one-half for each hour worked, in the same manner as pay is earned (as specified in 8.6.1) and may accrue up to a maximum of Fifty (50) hours during each fiscal year. Once an

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employee has reached the maximum accrual of compensatory time off during the fiscal year, all overtime hours worked thereafter shall be paid. Compensatory hours must be utilized by the end of each fiscal year. All accrued but untaken hours as of June 30th of each year shall be paid at the current regular rate of pay.

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

8.6.3 **Overtime Worked on a Holiday** Employees who are scheduled to and work on a Board approved holiday, as specified in Article 7.1, shall be compensated at a rate of 1.5 times the employee's regular hourly rate of pay. Refer to Article 7.3 for employees whose work week is other than Monday through Friday.

8.6.4 **Beyond Twelve (12) Hours Worked on a Holiday** When an employee works in excess of the employee's scheduled workday on a holiday, (up to the first twelve (12) hours) shall be compensated at 1.5 times the employee's regular hourly rate of pay, plus holiday pay at 1.0 times the employee's regular hourly rate of pay. Hours worked beyond twelve (12) on a Board approved holiday shall be compensated at 2.0 times the regular hourly rate of pay.

8.7 **At no time shall employees be permitted to perform the work of the District without compensation.**

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

a. **The compensation for each bargaining unit classification will be compared with the compensation for similar classifications using the Bay Ten community colleges and other organizations as mutually agreed upon by the District and CSEA.**

The District will review and update all generic job descriptions and send copies to CSEA for approval before the salary survey is begun. Comparisons will be of monthly salaries for organizations surveyed, adjusted for the number of hours worked per week. Monthly salaries in those districts whose employees work a 40-hour week will be multiplied by a factor of .9375 to equate them to the monthly salaries of SMCCCD employees who work a 37.5- hour work week.

For employees in classifications assigned to KCSM, the District and CSEA agree to utilize a mutually agreed upon alternate list of survey entities.

b. **The lowest and highest rates of pay, excluding long service increments/longevity, will be the basis for comparison.**

c. **The survey shall use the benchmark system.**

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- d. The grouping of the classification families to be reviewed shall be as described in Appendix F.
- e. Results of the survey will be utilized to show how our District compares to the fourth ranking of each classification.
- f. CSEA will receive a copy of the survey results prior to negotiations.
- g. Salary surveys may include recommendations for adjustments; the implementation of the survey recommendations are negotiable.
- h. Changes resulting from this survey will be retroactive to the previous July 1.
- i. Salary surveys will be conducted for benchmark classifications once every four (4) years starting with the first survey to be conducted between July 1, 2020 and May 30, 2021, followed by the next survey between July 1, 2024 and May 30, 2025, and every four (4) years thereafter. Any changes in compensation will be effective for the entire classification family as of July 1 of the survey year, e.g. July 1, 2020 or July 1, 2024, even if negotiations extend beyond July 1 of the survey year.

8.9

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

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

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

- ~~1) The parties shall mutually agree to any proposed changes to the list of benchmark positions in Appendix D.~~

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

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

- a. ~~Salary schedule step one (1) will be used as the basis for comparison.~~
- b. ~~The grouping of the classification families to be reviewed shall be as described in Appendix D.~~
- c. ~~Results of the survey will be utilized to show how our District compares to the fourth ranked pay rate within each comparison classification.~~
- d. ~~CSEA will receive a copy of all documentation utilized for the survey upon completion of the survey and prior to the commencement of negotiations about the salary survey results.~~
- e. ~~Unless otherwise agreed, the District and CSEA shall negotiate about any adjustments to compensation to be made as a result of the salary survey. Such negotiations shall not commence until survey results have been received from each of the Bay Ten community colleges.~~
- f. ~~Any change in compensation negotiated as a result of the salary survey shall be calculated independently, and would be in addition to any change in compensation pursuant to Article 8.1.~~

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~~g. Salary surveys will be conducted for benchmark classifications once every four (4) years starting with the first survey to be conducted between July 1, 2016 and May 30, 2017, followed by the next survey between July 1, 2020 and May 30, 2021, and every four (4) years thereafter. Any changes in compensation will be effective for the entire classification family as of July 1 of the survey year, e.g. July 1, 2017 or July 1, 2021, even if negotiations extend beyond July 1 of the survey year.~~

- 8.8 **Notification of Accrued Leave:** The District shall notify each employee in writing (by January 31 of each year) of the employee's accumulated sick leave and accrued vacation time, including a statement of the amount of sick leave and vacation time for which the employee is eligible during the coming year. **Employees shall have access at all times to their current leave balances, which shall be updated monthly. By January 31 each year, the District shall send instructions to every CSEA unit member on how to access their leave balances and a reminder to check them regularly. This reminder shall include the disclaimer that leave balances posted on the website at any given point may be up to one month behind.**
- 8.9 **Tools, Equipment, Uniforms, and Special Clothing:** The District will supply all tools, equipment, uniforms, and other special clothing and supplies reasonably necessary for the performance of employment duties. If the employee provides tools and equipment belonging to the employee for use in the course of employment, the District shall provide a safe place to store such tools and equipment. If the employment duties of an employee reasonably require use of any equipment or gear to insure the safety of the employee or others, the District shall furnish or reimburse the employee the full costs of procuring such.
- 8.9.1 **Public Safety Officers Equipment and Supplies:** Public Safety Officers are as follows: Public Safety Sergeant, Public Safety Officer and Public Safety Assistant.
- The District will provide, **upon request**, bulletproof vests to Security Officers and Safety Assistants while on duty; the type of vest to be tailored fabric with interchangeable protective plates. **If vests are assigned, they must be worn by the unit member. Vests issued by the District should only be worn by the unit member while doing District work. If the vests should wear out or expire, the vest shall be replaced at the District's expense. It is the responsibility of the unit member to notify the District of a pending expiration in a timely manner. Upon written notification the district shall initiate the process of ordering the new vest within ten (10) working days.** Vests shall remain property of the District. Specific equipment for security officers is specified in Department Policy.
- 8.9.2 **Public Safety Officer Uniforms and Uniform Allowance:** Each eligible full-time and part time (50% FTE or less) officer shall receive an annual uniform allowance paid **paid on the mid-month check** on each July 1. Effective July 1, 2017, full-time officers shall receive an \$800 uniform allowance, and part-time officers shall

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receive \$450. The District will provide uniforms to new employees. In July following the completion of one year of employment, new employees shall receive a prorated uniform allowance. Employees shall receive one-twelfth ($1/12^{\text{th}}$) of the allowance for each full calendar month of service completed between the end of the first year of employment and July 1.

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

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

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

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

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

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

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

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

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

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release time to attend.

- 8.11 **Stipend for Bookstore Employees:** Regular bookstore employees, regardless of classification, who assume some responsibility for store management in the absence of the Manager, will receive a stipend based upon 10% of the Bookstore Manager's grade at Step 1, for those hours after 3:00 p.m. Monday through Thursday, when the Manager's normal working hours have ended. The stipend will be given to the current employee working these hours, will be added to base pay, and will be effective the full year regardless of whether the Manager is in the store after 3:00 p.m. or not.
- 8.12 **Paychecks:** Paychecks will be available on the last working day of the month (PAYDAY). Employees whose work shift begins after 4:00 p.m. may receive their paychecks after 3:00 p.m. on the calendar day prior to PAYDAY. If the calendar day prior to PAYDAY is not also a workday, paychecks will be distributed on PAYDAY.
- 8.13 **Payroll Errors:** Proper salary class and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring to this information to the attention of the District.
- 8.13.1 Insufficient Payment: Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.
- 8.13.2 Overpayment: If the District overpays the **an** employee, ~~the employee shall, upon realizing the fact or upon notification from the District, repay the full amount of such overpayment. If the overpayment is \$100 or less, the employee shall have the overpayment deducted in the next paycheck. For overpayments exceeding \$100, the repayment schedule shall be equal to the number of months the employee was overpaid~~ **negotiated between the employee and the District.** ~~For example, an employee who was overpaid a total of \$300 over a period of three months shall have \$100 deducted for the three months.~~

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

ARTICLE 9: HEALTH AND WELFARE BENEFITS

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

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

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

As of January 1, 2019:

Single: **\$830.00** per month
Two Party: **\$1447.00** per month
Family: **\$1889.39** per month

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

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

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

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

9.1.4 **Salary Continuance Insurance:** The Board will provide each eligible employee with salary continuance insurance/employee assistance program to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance/employee assistance program plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly benefit for unit members shall be \$5,000 per month.

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

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

- 9.2 **Employed 50% or More of Full-Time to be Eligible:** To be eligible for the benefits described in this article, a member of the unit must be employed at fifty percent (50%) or more of full-time for either a 9-, 10-, 11-, or 12-month assignment, and be either a permanent or probationary employee of the District. Employees who work less than fifty percent (50%) may buy into Kaiser Foundation Health Plan L.
- 9.2.1 The Board will provide the benefits described in this article for a five-month period after paid sick leave has been exhausted.
- 9.3 **ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.
- 9.3.1 The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law and PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.
- 9.3.2 **Dental/Vision for Domestic Partners:** The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:
1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
 2. Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
 3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.
 4. Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.
 5. The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.
 6. The individuals are not in the relationship solely for the purpose of obtaining benefits coverage.
 7. The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals interdependence is demonstrated by at least two (2) of the following:

- Proof of domestic partnership from the California Secretary of State

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(required for

domestic partnership medical coverage under the Public Employees' Retirement System).

- Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
- Common ownership of a motor vehicle.
- Driver's license listing a common address.
- Proof of joint bank accounts or credit accounts.
- Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will.
- Assignment of a durable property power of attorney or health care power of attorney.

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

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

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

9.4.2 For unit members whose first day of paid service commences on or after July 1, 1992, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District; must be at least 55 years of age; must be currently employed by the District at the time of retirement and the age at retirement of the retiree (in full years) when added to the number of

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full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.

- 9.4.3 If an employee qualifies for retiree medical benefits as provided in Section 9.4.1 and dies while still an employee of the District, the unremarried surviving spouse/domestic partner will receive the same benefits as the unremarried surviving spouse/domestic partner of a retiree as provided in Section 9.4
- 9.4.4 For unit members employed on or after May 1, 1987, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan.
- 9.4.5 For unit members whose first day of paid service commences on or after July 1, 1992, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay the cost of the lowest medical plan available within the agreement between the parties.
- 9.4.6 For unit members whose first day of paid service commences on or after July 1, 1994, the maximum amount paid by the District for retiree benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the cost of the lowest medical plan available within the agreement between the parties.

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

CSEA Retiree Benefits*, Options, and Conditions

Retirement Requirements

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

Retiree Medical Plans

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

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

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care, life insurance or employee assistance plans.

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ARTICLE 9: HEALTH AND WELFARE BENEFITS

All benefit plans (medical insurance, dental insurance, life insurance, long-term salary continuance policy and medical benefits for retirees) are described in the Retiree Fringe Benefits Handbook last revised July 2015 found in Appendix E available in the Download on the District Web Site or call the Office of Human Resources at 650 574-6555.
No changes to any benefits shall be made without first negotiating the changes with CSEA.

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

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

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

As of January 1, 2019

Single: **\$830.00** per month

Two Party: **\$1447.00** per month

Family: **\$1889.39** per month

Effective from January 1, 2020 through December 31, 2022, the District will provide, on a one-time basis, utilizing one-time funds, an increase of \$50 per month to each tier of the medical caps listed above:

Single: \$880.00 per month

Two Party: \$1497.00 per month

Family: \$1939.39 per month.

This increase shall have no effect whatsoever on the total compensation formula from July 1, 2019-June 30, 2022, however, CSEA may apply available funds from total compensation to supplement the District's one-time allocation. Further, this one-time increase shall automatically sunset on December 31, 2022 absent mutual agreement of the parties to extend the one-time payment.

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

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

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

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- 9.1.3 **Life Insurance:** The Board will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The term life insurance coverage shall equal one time the employee's annual base salary.
- 9.1.4 **Salary Continuance Insurance:** The Board will provide each eligible employee with salary continuance insurance/employee assistance program to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance/employee assistance program plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly benefit for unit members shall be \$5,000 per month.
- 9.1.5 **Vision Insurance:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.
- 9.1.6 **Medicare Part B:** The Board will pay the premiums for Medicare Part B coverage for an eligible retiree and/or spouse over 65 years of age.
- 9.2 **Employed 50% or More of Full-Time to be Eligible:** To be eligible for the benefits described in this article, a member of the unit must be employed at fifty percent (50%) or more of full-time for either a 9-, 10-, 11-, or 12-month assignment, and be either a permanent or probationary employee of the District. Employees who work less than fifty percent (50%) may buy into Kaiser Foundation Health Plan L.
 - 9.2.1 The Board will provide the benefits described in this article for a five-month period after paid sick leave has been exhausted.
- 9.3 **WELLNESS PROGRAM: Unit members who opt in, shall have access to the San Mateo Athletic Club reflective of their membership level. The registration fee for new unit members (after the date of the approval of this agreement) shall be waived.**
- 9.4 **ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.
 - 9.4.1 The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all registration requirements required by state law and PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.
 - 9.4.2 **Dental/Vision for Domestic Partners:** The District agrees to include domestic partner benefits in the dental and vision plans offered by the

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District. In order to be considered a domestic partner, the following criteria must be met:

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

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

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

9.5 **Medical and Dental Benefits for Retired Unit Members:** The Board will provide medical benefits and dental benefits as described in the benefits handbook available in the Office of Human Resources for an eligible retired member of the unit, and spouse/domestic partner, continuing during the life of the retired member of the unit and, following the death of the retired member, the un-remarried surviving spouse/domestic partner. The District shall advise unit members of their rights under the Federal COBRA law for the continuation of

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benefits at the expense of the employee upon termination of employment for any reason. The list of "Qualifying Events" is listed in the benefits handbook available in the Office of Human Resources. This section of the article will remain in effect as long as Federal Law requires this action.

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

For unit members whose first day of paid service commences on or after July 1, 1992, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District; must be at least 55 years of age; must be currently employed by the District at the time of retirement and the age at retirement of the retiree (in full years) when added to the number of full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.

- 9.5.2 If an employee qualifies for retiree medical benefits as provided in Section 9.4.1 and dies while still an employee of the District, the unremarried surviving spouse/domestic partner will receive the same benefits as the unremarried surviving spouse/domestic partner of a retiree as provided in Section 9.4
- 9.5.3 For unit members employed on or after May 1, 1987, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan.
- 9.5.4 For unit members whose first day of paid service commences on or after July 1, 1992, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay the cost of the lowest medical plan available within the agreement between the parties.
- 9.5.5 For unit members whose first day of paid service commences on or after July 1, 1994, the maximum amount paid by the District for retiree benefits (medical and dental) shall be at the same amount as a single active employee per month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the cost of the lowest medical plan available within the agreement between the parties.

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

CSEA Retiree Benefits*, Options, and Conditions

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

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

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

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care, life insurance or employee assistance plans.

ARTICLE 10: LEAVES

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

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

10.2 **Work-related accident or illness** leave will be provided as follows:

- 10.2.1 The accident or illness must have arisen out of and in the course of employment, and must be accepted by the San Mateo County Schools Insurance Group as a bona

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fide injury or illness.

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

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

order requiring military duty.

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

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

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ARTICLE 10: LEAVES

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

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

10.2 **Work-related accident or illness** leave will be provided as follows:

- 10.2.1 The accident or illness must have arisen out of and in the course of employment, and must be accepted by the San Mateo County Schools Insurance Group as a bona

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Tentative Agreement Successor Contract Negotiations Article 10 SMCCCD and CSEA & its Chapter 33

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

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

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order requiring military duty.

- 10.8 **Jury Duty:** A member of the unit who is ordered to appear in court for jury duty or as a witness under subpoena on any day upon which he/she is required to render service to the District shall receive full salary less an amount equal to any fees received. Any specific amount provided for meals, mileage, and/or parking allowance provided by the court shall not be considered as part of the amount received for jury duty or witness fees. **Members shall furnish proof of service to Human Resources upon completion.**
- 10.9 **Maternity/Child Bonding Leave:** The Board of Trustees shall grant maternity and or child bonding leave to any permanent classified employee
- 10.9.1 **Maternity Leave:** Employees may take a maximum of twelve (12) calendar months of maternity leave for each birth. The twelve-month period of time begins on the first date that the treating physician authorizes absence from work, and ends twelve calendar months later. Accumulated sick leave may be used for any period of time which the employee must be absent from work as prescribed by the physician **for maternity leave. After the exhaustion of accumulated sick leave, extended sick leave may be used by the unit member.**
- 10.9.2 Child Bonding Leave:** The District shall grant child bonding leave without pay to any permanent classified employee upon request. Such leave shall be for a maximum period of what is allowable under FMLA/CFRA law **and Government code section 88196.1.** Prior to such leave, ~~the~~ The unit member shall be required to provide four (4) weeks notice **where possible** prior to the anticipated date upon which the leave is to commence. An employee **may utilize accumulated sick leave during child bonding leave. After the exhaustion of accumulated sick leave, extended sick leave may be used by the unit member who** may elect to utilize accrued vacation or other accrued paid leave other than paid sick leave during child bonding leave **to supplement extended sick leave.**
- 10.10 **Leave for Conferences/Special Meetings/Special Assignments:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary assignments in the performance of duties on the approval of the Chancellor-Superintendent or his/her designee.
- 10.11 **Leave of Absence:** A leave of absence may be granted to any employee on a paid or unpaid basis upon the request of the employee and the approval of the Board. For an employee to be eligible for medical benefits as described in 9.1, the employee must be employed for fifty percent (50%) or more of the month.
- 10.12 **Break in Service Guidelines:** Absence under paid leave shall not be considered a break in service, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not be considered a break in service (for seniority purposes) but the individual shall not accrue other benefits provided under the provisions of this contract during the period of the leave.

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10.13 **Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)**

Benefits: Family care leave in accordance with provisions of the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence will be applied concurrently with employee sick leave, extended sick leave, Work-related Accident/Injury Leave and/or other applicable paid District leaves. District policy provides for application of the FMLA and CFRA to domestic partners and children of domestic partners.

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

Signed by:

For CSEA:

**Perot,
Annette M.**

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Annette M.
Date: 2020.09.30 16:45:27
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Annette M. Perot

**Christopher
Weidman**

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Christopher Weidman
Date: 2020.09.30
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Christopher Weidman

**Juanita
Celaya**

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Juanita Celaya

Linda Allen

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Linda Allen

**Corrales,
Rachel**

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Rachel Corrales



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David Wood

For District:



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Mitchell Bailey

Feune, David

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David Feune

ARTICLE 11: TRANSFERS AND REASSIGNMENTS

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

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

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

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

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

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

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

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

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

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

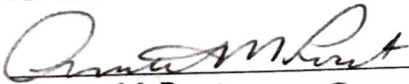
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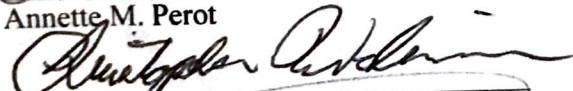
Tentative Agreement between SMCCCD and CSEA and its SMCCCD Chapter 33
January 8, 2020

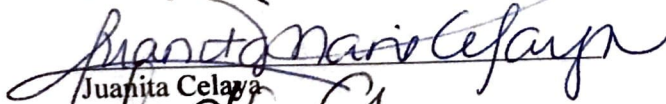
- 11.3 **Promotional Probation:** Any employee who is promoted into a position shall be placed in a six-month probationary status, similar to a new employee. If the District or the employee elects to end the promotional probationary period, the impacted employee shall have rights of return to his/her former position.
- 11.4 **Administrative Transfers:** Administrative transfers within the same classification, but to a different job site, may be made by the Chancellor ~~Superintendent~~ or his/her designee based upon justifiable needs of the District and considering the justifiable needs of the employee.
- Notice: Any employee who is administratively transferred or reassigned shall be given at least two weeks written notice prior to beginning the new work assignment unless the District determines that an emergency situation necessitates a shorter transfer period. In such circumstances, the District shall notify CSEA of the shortened transfer period.**
- 11.5 **Administrative Reassignment:** within the same classification but to a different position at the same job site, may be made by the College President or Chancellor at that job site based upon justifiable needs of the District.
- 11.6 **Employee May Request a Meeting:** An employee involved in an administrative transfer or reassignment may request a meeting with the appropriate administrator and be given the specific reason(s) for such administrative transfer or reassignment. Upon request by the employee, the reason(s) will be set forth in writing.

Signed by:


For CSEA:

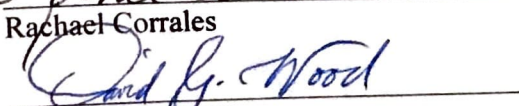

Annette M. Perot


Christopher Weidman



Juanita Celaya

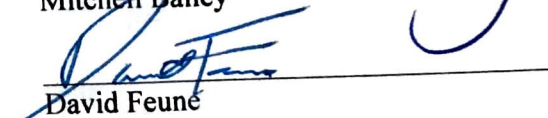

Linda Allen


Rachael Corrales


David Wood LRR

For District:


Mitchell Bailey


David Feune

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

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

ARTICLE 12: GRIEVANCE PROCEDURE

12.1 **Grievance Definitions**:

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

12.2 **Purpose**:

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

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

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

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

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

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

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

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District.

12.6 **Level IV:** Either the District or the grievant may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award. If neither party appeals the advisory award of the arbitrator, the decision shall become final and binding on both parties.

12.6.1 If an appeal is filed, the Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties.

12.7 **General Provisions:**

12.7.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew, or with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.

12.7.2 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

12.7.3 Time allowances set forth at each level shall be considered final unless an appeal is registered within the time limits specified.

12.7.4 Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be so released without loss of pay or benefits.

12.7.5 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

12.7.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

12.7.7 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

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ARTICLE 12: GRIEVANCE PROCEDURE

12.1 Grievance Definitions:

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

12.2 Purpose:

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

12.3 General Provisions:

- 12.3.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew, or with reasonable diligence, should have known of the act, omission, or circumstances and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.
- 12.3.2 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.
- 12.3.3 If no decision is rendered within ten days of the grievance meeting at any level, the grievant may proceed to the next level.
- 12.3.4 Time allowances set forth at each level shall be considered final unless an appeal is registered within the time limits specified.
- 12.3.5 Should the hearing of any grievance require that an employee be granted release time from his/her regular assignment, he/she shall be so released without loss of pay or benefits.

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- 12.3.6 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 12.3.7 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 12.3.8 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.
- 12.3.9 The grievant shall have the right to representation at every level of the grievance process. All grievance timelines may be extended by mutual agreement between the parties.

12.4 Grievance Process

12.4.1 Informal Level: A grievance will first be discussed orally with the grievant's immediate supervisor or appropriate administrator with the objective of resolving the matter informally. In the event that the grievant is not satisfied with the attempted or suggested resolution by informal means, within ten (10) working days, the grievant will proceed to Level I. If after 10 working days of the suggested informal resolution, the grievant fails to proceed to the formal Level, the matter shall be deemed resolved.

If the contract violations occurred at the District level (i.e. any matter that has broad applicability and is not site-location specific), the grievance will first be discussed orally with the Head of Human Resources with the objective of resolving the matter informally. In the event that the grievant is not satisfied with the attempted or suggested resolution by informal means, within ten (10) working days, the grievant will proceed to Level III.

12.4.2 Formal Level: At every level of the formal grievance process, the following shall be reduced to writing by the grievant:

- (A) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- (B) A listing of the specific article or section of this Agreement alleged to have been violated;
- (C) A listing of the reasons why the immediate supervisor's proposed resolution at the immediately preceding level is unacceptable;
- (D) A listing of specific actions requested of the District which will remedy the grievance.

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12.4.2.1 Level I Supervisor: The grievant may submit a grievance in writing to the grievant's supervisor upon forms supplied by the District.

- a. A Level I meeting shall be scheduled within ten (10) working days of the filing date.
- b. The supervisor shall, within ten (10) working days following the meeting to discuss the grievance, render a decision and the reasons therefore, in writing, to the grievant.
- c. A copy of the decision at this level shall be sent to the president of the college and CSEA.
- d. If the grievant works at the District Office, the grievant shall skip Level II and proceed to Level III.
- e. In the event that the grievant is not satisfied with the attempted or suggested resolution, within ten (10) working days, the grievant may proceed to Level II. If after 10 working days of the suggested resolution, the grievant does not to proceed to Level II, the matter shall be deemed resolved.

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

If the grievant is not satisfied with the decision rendered at Level I, the grievant may file a written grievance at Level II with the College President within ten (10) days of the rendering of the Level I decision.

12.4.2 — If the grievant has not filed a grievance in writing within ten (10) working days after speaking to the immediate supervisor, the grievance will be deemed to have been waived.

12.4.3 If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally, or (b) request that a representative accompany him/her. In all cases, a

(A) A Level II meeting will **shall** be scheduled within seven **ten** (~~7~~**10**) working days of the filing date.

(B) The chief executive officer **President of the college** shall, within ten (10) working days following the meeting to discuss the grievance, render ~~his/her~~ **a** decision and the reasons

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therefore, in writing, to the grievant. A copy of the decision at this level shall be sent to the Head of Vice-Chancellor, Human Resources or designee and CSEA. If no decision is rendered within ten (10) working days the grievant may proceed to Level III.

12.4.2.3 **Level III Head of Human Resources:** If the grievant is not satisfied with the decision rendered disposition of the grievance at Level I at the previous level, the grievant may file for a Level III hearing conference within ten (10) days of the receipt of the Level I decision, or within fifteen (15) days of the close of the hearing at Level I if no Level I decision has been rendered, whichever is sooner. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II hearing. A grievant filing for a Level III hearing conference will forward the written grievance to the Office of the Head of Vice-Chancellor, Human Resources or designee. The written statement at Level II shall include:

12.4.2 A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;

12.4.3 A listing of the specific article or section of this Agreement alleged to have been violated;

12.4.4 A listing of the reasons why the immediate supervisor's proposed resolution is unacceptable;

12.4.5 A listing of specific actions requested of the District which will remedy the grievance; and

12.4.6 A and request for a conference with the Head of Vice-Chancellor, Human Resources or his/her designee, if desired.

(A) The Head of Vice-Chancellor, Human Resources, or his/her designee, may request a conference with the grievant. If either the grievant or the Head of Vice-Chancellor, Human Resources or his/her designee requests a conference at Level III, the request shall be granted. The grievant, any party at of interest, and the Head of Vice-Chancellor, Human Resources or his/her designee may request the presence of a representative or representatives at any conference.

(B) The Head of Vice-Chancellor, Human Resources or his/her designee shall render a written decision to the grievant within ten (10) working days after the conference at Level III, if one has been requested, or within ten (10) working days after receipt of the grievance if no conference is held. Information copies of the decision shall be sent by the Head of Vice-Chancellor, Human Resources or his/her designee to the college President chief executive officer, to the CSEA, and to any

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representative designated by the grievant.

12.4.2.5 Level III-A Mediation: If the grievant is not satisfied with the decision rendered at Level III, the grievant may request the services of the Conciliator from the California State Mediation and Conciliation Service in an attempt to resolve the grievance through mediation. A request for mediation shall be made within ten (10) working days of receipt of the decision at Level III. CSEA and the grievant shall determine which grievances shall be sent to mediation. Note this step is optional and may be skipped by the grievant.

12.4.2.6 Level IV District Chancellor: In the event the grievance is not resolved at Level III, the grievant may request a Level III IV conference with the District Chancellor within ten (10) days of the completion of either Level III or III-A. The District Chancellor shall render a written decision to the grievant within ten (10) working days after the meeting at Level IV. Information copies of the decision shall be sent by the Head of Human Resources or designee, to the College President, to the CSEA, and to any representative designated by the grievant.

12.4.2.7 Binding Arbitration Pilot: The District and CSEA agree that for a two year period ending June 30, 2022, for up to a maximum total of two (2) grievances per year, the decision of the arbitrator described in 12.5.3 shall be final and binding on both parties and the Level VI appeal described in 12.7 shall not apply.

The Binding Arbitration pilot will automatically sunset on June 30, 2022, and the award of the arbitrator will again be advisory. During the next successor negotiations, the parties shall meet to assess the pilot.

Apart from this pilot, the decision of the arbitrator described in 12.5.3 shall be advisory and 12.7 shall apply.

12.4.2.8 Level V Arbitration: If the grievant is not satisfied with the disposition~~decision rendered~~ of the grievance at Level III~~IV~~, the grievant may, through the CSEA, request that the grievance be arbitrated. Such written request shall be filed in the Office of the Vice Chancellor, Human Resources within ten (10) working days after receipt of the written decision at Level H ~~IV~~. The CSEA shall retain the right to determine which grievances may proceed to arbitration.

12.4.2.8.1 A certified Court Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the CSEA or the District. In any case in which a court reporter is

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involved, the requesting party shall bear the full cost of such reporter including per diem, mileage, and other out-of-pocket expenses. In the event that both parties request the court reporter, the parties shall share equally the cost of such reporter including per diem, mileage, and other out-of-pocket expenses. ~~If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter.~~ The cost of transcripts shall be borne by the party ordering such transcripts. All other expenses shall be borne by the party causing them to be incurred.

~~12.5.2~~ **12.4.2.8.2** When arbitration has been requested, the parties shall contact the California State Mediation and Conciliation Service for a list of at least 5 but no more than 9 arbitrators. The CSEA and the Vice Chancellor, Human Resources, or ~~his/her~~ designee, shall alternately strike names from such list until only one (1) name remains. The parties shall flip a coin to determine who has the right to decide who will strike the first name. The final name remaining ~~This person~~ shall be designated as the arbitrator, and shall proceed to hear the grievance.

~~12.5.3~~ **12.4.2.8.3** The function of the arbitrator shall be:

- A. To hold a hearing concerning the grievance, and
- B. To render an ~~advisory~~ award within thirty (30) days after the close of the hearing.

~~12.5.4~~ **12.4.2.8.4** Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.

~~12.5.5~~ **12.4.2.8.5** Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues which have been properly carried through prior steps as required by the provisions of this grievance procedure.

~~12.5.6~~ **12.4.2.8.6** The arbitrator shall not render any award which conflicts with or alters this Agreement or external law. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

~~12.5.7~~ **12.4.2.8.7** The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.

~~12.5.8~~ **12.4.2.8.8** Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges

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shall be divided equally between the grievant and the District.

12.4.2.9 ~~Level IV~~ ***Level V Appeal to Board of Advisory Arbitrator Award:*** Either the District or the grievant may appeal the an advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award. If neither party appeals the advisory award of the arbitrator, the decision shall become final and binding on both parties.

~~12.4.2~~ If an appeal is filed, the Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties.

12.5 ~~General Provisions:~~

~~12.5.2~~ No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew, or with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.

~~12.5.3~~ A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

~~12.5.4~~ Time allowances set forth at each level shall be considered final unless an appeal is registered within the time limits specified.

~~12.5.5~~ Should the hearing of any grievance require that an employee be released from his/her regular assignment, he/she shall be so released without loss of pay or benefits.

~~12.5.6~~ No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

~~12.5.7~~ All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

~~12.5.8~~ All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.

ARTICLE 13: SAFETY

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

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

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

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ARTICLE 13: SAFETY

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

TENTATIVE AGREEMENT (2020)

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

13.5.3 **Board:** The complainant may appeal the decision of the Chancellor/designee within 15 working days after receipt of his/her copy of the decision to the Board of Trustees. The decision of the Board shall be final.

13.6 **Safety Committee:** A Safety Committee shall be established on each campus and will include two (2) representatives appointed by CSEA. A Campus Safety Committee will meet at least quarterly. A District Safety Management Committee will meet at least twice each fiscal year.

13.6.1 The committees shall promulgate internal committee rules to promote and maintain a safe and healthful campus environment, educating and training personnel in safe work practice.

13.6.2 The committees shall recommend consistent District-wide procedures for scheduling safety inspections to identify and correct any unsafe conditions and work practices that may be in conflict with Section 13.1 of this Article.

13.6.3 The committees shall meet to discuss accident and illness prevention methods, injury and illness records, and the results of regular safety inspections.

13.6.4 The committees shall make recommendations to a District Safety Management Committee on the elimination of risks, on corrective actions on identified hazards, and on training needed to maintain environmental safety within the District.

13.6.5 This Article shall not be subject to the arbitration provision of the Grievance Procedure set forth in Article 12 herein.


13.6.6 Union members of the Safety Committee shall be allowed reasonable released time for Committee meetings.

TENTATIVE AGREEMENT (2020)


Signed by:

9.26.2019

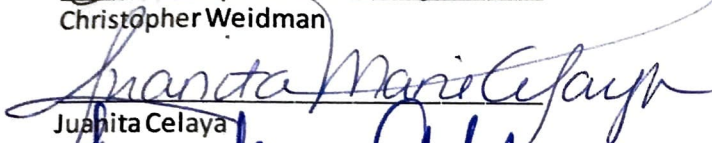
For CSEA:



Annette M. Perot



Christopher Weidman

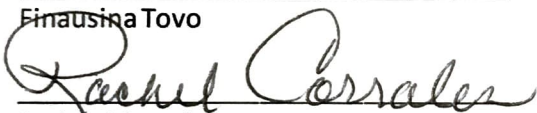


Juanita Celaya



Linda Allen

Enausina Tovo



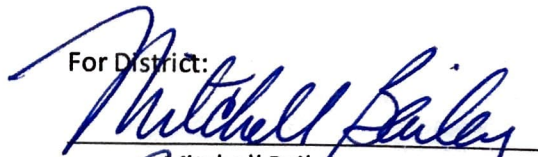
Rachael Corrales

RC

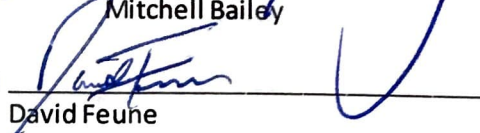


David G. Wood

For District:



Mitchell Bailey



David Feune

ARTICLE 14: PERFORMANCE EVALUATION PROCEDURES

- 14.1 **Purpose:** A formal written performance evaluation addresses the overall job performance of an employee and provides a documented record of the job performance.
- 14.2 **Schedule of Evaluations:** All unit members shall be evaluated by the immediate supervisor in conjunction with the responsible administrator . If the immediate supervisor has not supervised the employee for at least six months at the time the evaluation is due to be completed, the responsible administrator shall conduct the evaluation with the immediate supervisor as follows:
- Probationary Employees — at the completion of the first three (3) and five (5) months of employment in the employee’s position. There will be no exception or waiver for this time period, provided, however, that if employee is on an approved leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days, the District may extend the probationary period by the length of the leave. Failure to adhere to this schedule will result in the employee becoming a Permanent Employee of the San Mateo County Community College District
- Permanent Employees—annually on the employee’s anniversary date in the position, however if two successive satisfactory evaluations are completed, the reviews are conducted on a biannual basis. (Refer to Article 3.7 for definition of anniversary date)
- The evaluation process for permanent employees may begin thirty (30) calendar days prior to the employee’s anniversary date and must be completed within sixty (60) days after the employee’s anniversary date. If the employee is on leave of absence of any kind (including sick leave and/or vacation) for a period of more than thirty (30) calendar days during the ninety (90) day window for evaluation, the immediate supervisor shall conduct the evaluation within sixty (60) calendar days of the employee’s return from said absence.
- If the immediate supervisor fails to complete the evaluation process within the timelines outlined above, no evaluation will be recorded for the year and the next evaluation will be conducted on the employee’s next anniversary date. Employees currently on the biannual cycle will remain on this cycle.
- 14.3 All evaluations shall be based upon direct knowledge and observation by the immediate supervisor and responsible administrator. The employee shall be given a copy of the performance evaluation at least three (3) working days prior to a meeting between the evaluator and the employee to discuss the evaluation.
- 14.4 **Negative Evaluations:** Any negative evaluation shall include specific recommendations for improvements to assist the employee in meeting any/all recommendations made. The employee shall have the right to review and respond to the evaluation.
- 14.5 **Signing:** All evaluations shall be signed by the immediate supervisor, the responsible administrator (if other than the immediate supervisor) and by the employee. Signing the evaluation form does not necessarily indicate that the employee agrees with the evaluation but that the immediate supervisor and employee have met and discussed the evaluation.

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

CURRENT AGREEMENT (2016-2016)

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

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

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

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November 20, 2020

ARTICLE 14: PERFORMANCE EVALUATION PROCEDURES

14.1 **Purpose:** A formal written performance evaluation addresses the overall job performance of an employee and provides a documented record of the job performance. The District and CSEA accept as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. The District and CSEA agree that the purpose of evaluations is to provide employees with constructive feedback regarding quality of work and overall job performance. Evaluations shall not be used for the purpose of disciplining employees outside of the processes prescribed in Article 20: Disciplinary Procedures.

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

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

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

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

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

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

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- 14.4 **Negative Evaluations:** Any negative evaluation shall include specific recommendations for improvements to assist the employee in meeting any/all recommendations made. The employee shall have the right to review and respond to the evaluation.
- 14.5 **Signing:** All evaluations shall be signed by the immediate supervisor, the responsible administrator (if other than the immediate supervisor) and by the employee. Signing the evaluation form does not necessarily indicate that the employee agrees with the evaluation but that the immediate supervisor and employee have met and discussed the evaluation.
- 14.6 **Copy Distribution:** One copy of the completed evaluation form shall be given to the bargaining unit employee. The original evaluation report will be forwarded to the Office of Human Resources for placement in the official personnel file of the employee.
- 14.7 **Disagree with Evaluations:** A bargaining unit employee who disagrees with the evaluation may file a written response and/or request a meeting to review the evaluation with the respective College President or Vice Chancellor, Human Resources. Employees in the District Office may appeal to the Executive Vice Chancellor or the Vice Chancellor, Human Resources. If a response is not provided in writing to the employee and CSEA within thirty (30) calendar days, the appeal will be deemed accepted and any changes to the evaluation requested by the employee will be honored.

Last update 01-30-2019 – Doubled Checked & Merged Docs From 01-03-19 and 01-30-19

- 14.8 **Personnel File:** The District shall maintain only one ~~The official personnel file.~~ The official personnel file shall be electronic. Employees shall be granted access to their electronic personnel files via the secure employee portal by October 1, 2021. Effective October 1, 2021, any time a new document is uploaded into an employee's personnel file, the employee shall receive a secure notification that a new document has been uploaded.
- 14.9 **For employees who still have physical personnel files, the electronic personnel file shall make reference to the existence of the physical personnel file until such time as its contents have been uploaded to the electronic file.**
- 14.10 Upon request, every bargaining unit member shall have the right to inspect and receive a copy of all material in his/her personnel file. ~~and electronic copies~~ Personnel Action Forms and Salary Orders **and any other official paperwork pertaining to the personnel file shall be maintained in each employee's official personnel file at all times.** Any employee shall have the right to be accompanied by a CSEA representative when reviewing his/her personnel file and shall have the right to show the contents of his/her file to a designated representative. In addition, individual personnel files shall be made available to the CSEA representative with written authorization from the employee.
- 14.10.1 All information of a derogatory nature shall not be entered or filed in any personnel record unless and until the employee is given notice. (Education Code 87081)

Upon receiving such notice the employee may:

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November 20, 2020

1. Enter, and have attached to any derogatory statements, his/her own comments with regard to the information;
 2. Request a hearing with the appropriate administrator. If the employee and the administrator cannot reach agreement, the employee may appeal to the Vice Chancellor, Human Resources or designee for final determination. If there is no response to the employee and CSEA within the thirty (30) calendar days, the appeal will be deemed accepted by the District and no derogatory information will be placed in the employee's personnel record. (Education Code 87081)
- 14.10.2** Employees shall be informed specifically through written communication by their supervisor or person initiating the placement of any derogatory material in their personnel file of the following:
1. Date the material was sent for inclusion in the personnel file;
 2. Any communications to the Office of Human Resources accompanying the material.
- 3. Their right to attach their comments to the derogatory material.**
- 14.10.3** All material made a part of the file shall be dated for the date of incident, date of origin of composition, as well as the date material is received for the personnel file.

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Tentative agreement between San Mateo CCCD and CSEA and its San Mateo CCCD Chapter 33
November 20, 2020

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

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

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

ARTICLE 15: MANAGEMENT RIGHTS

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

ARTICLE 16: EFFECT OF AGREEMENT

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

TENTATIVE AGREEMENT (2020)

ARTICLE 16: EFFECT OF AGREEMENT

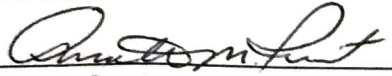
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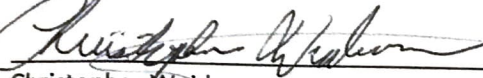
TENTATIVE AGREEMENT (2020)

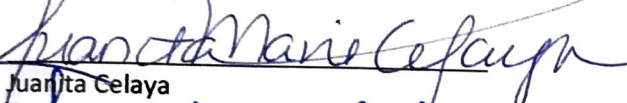
Signed by:


9/26/2019

For CSEA:

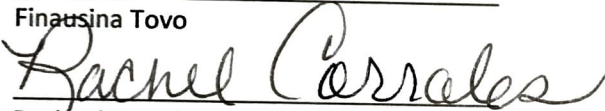

Annette Perot



Christopher Weidman


Juanita Celaya



Linda Allen

Finausina Tovo


Rachel Corrales
RC


DAVID WOOD

For District:


Mitchell Bailey


David Feune

ARTICLE 17: CLASSIFICATION SYSTEM MAINTENANCE

17.1 Reclassification

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

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

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

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

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

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

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

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

CURRENT AGREEMENT (2016-2016)

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

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

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

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

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

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

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

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

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

CURRENT AGREEMENT (2016-2016)

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

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

17.3.1 The District agrees to negotiate a decision to:

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

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

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

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November 20, 2020

ARTICLE 17: CLASSIFICATION SYSTEM MAINTENANCE

17.1 Reclassification

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

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

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

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

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

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

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

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

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Tentative agreement between San Mateo CCCD and CSEA and its San Mateo CCCD Chapter 33
November 20, 2020

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

A decision to reclassify an employee to a higher position shall be retroactive to the date the employee began performing the higher-level duties, or to ~~six (6)~~ **nine (9)** months prior to the submission of the request for classification review, whichever date is later. If higher level duties previously assigned to the employee are removed from the position as a result of a reclassification decision, the employee shall receive pay for performing the higher level duties retroactive to the date they began performing the duties, or to ~~six (6)~~ **nine (9)** months prior to the submission of the request for classification review, whichever date is later, and shall be paid until the date the duties are removed.

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

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

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

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

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

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

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

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

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

17.3.1 The District agrees to negotiate a decision to:

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

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

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

ARTICLE 18: REORGANIZATION PROCEDURES

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

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

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

ARTICLE 19: REDUCTION IN FORCE

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

ARTICLE 19A: MANAGED HIRING

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

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

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

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

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

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

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

ARTICLE 19B: LAYOFFS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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layoff except as defined under Section 19B.7.

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

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

ARTICLE 20: DISCIPLINARY PROCEDURES

20.1 **STATEMENT OF PURPOSE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.4.4 **REQUEST TO APPEAL SUSPENSION:**

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

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

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

the suspension that is rescinded.

20.5 **TERMINATION:** Before a permanent unit member is terminated, he/she shall be served a written Notice of Termination, stating in ordinary and concise language the acts and omissions upon which the dismissal is based, the specific charges against him/her, a statement of his/her right to contest the Notice of Termination or in writing pursuant to Section 20.5.2(d). In addition, the unit member shall be given a card or letter which only needs his/her signature to constitute a request for a hearing before the Vice Chancellor, Human Resources, and a denial of the charges. The unit member shall be informed of his/her rights to representation by CSEA. CSEA shall receive a copy of any notice of termination three (3) working days prior to the District's notification to the employee. The right to contest the Notice of Termination, and any associated suspension, shall be considered to be a "Skelly."

20.5.1 Any notice or request shall be deemed served when it is delivered in person to the unit member to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the unit member has given the Office of Human Resources.

20.5.2 The Chancellor or his/her designee may suspend a unit member pending final resolution of the dismissal action if prior to suspension the unit member has been accorded the following rights:

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

20.5.3 A suspension that is imposed after the rights listed in 20.5.2 have been accorded shall be without pay unless the Chancellor or his/her designee decides to make the suspension with pay. No unit member shall be deprived of pay until the rights listed in 20.5.2 have been accorded.

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

20.6 **APPEAL OF RECOMMENDATION OF TERMINATION:** CSEA may appeal a recommendation of termination to the Board of Trustees. Such appeal must be lodged with the Office of the Chancellor within ten (10) days following the decision rendered as a result of the Skelly process outlined in Section 20.5.

20.6.1 Within ten (10) days of the receipt of the appeal to the Board of Trustees, the Board shall appoint a hearing officer who shall not hold any other employment with the District, as described in 20.6.5 below. The unit member shall be given at least ten (10) days' written notice of the time and place of the hearing. The unit member and

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

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

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

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

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

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

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ARTICLE 20: DISCIPLINARY PROCEDURES

20.1 **STATEMENT OF PURPOSE**

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

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

12.2.2 APPLICATION: This Article applies to permanent unit members only. Probationary unit members may be terminated or subject to other discipline at the discretion of the District. All references to "days" within this Article shall mean working days. **A working day is any day in which the central administrative offices of the San Mateo County Community College District are open for business.**

20.1.1

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

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

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

- a) Incompetence ~~or inefficiency~~ in the performance of his/her duties
- b) Inefficiency in the performance of duties**
- c) Insubordination;
- d) Carelessness or negligence in the performance of duty;

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- e) Willful misuse or waste of, or damage to, school District property or equipment;
- f) Unauthorized or excessive absence and/or tardiness

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

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

The unit member shall be informed of his/her right to CSEA representation at said

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November 20, 2020

discussion. Following the oral discussion the Supervisor shall, in writing, describe the

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November 20, 2020

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

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

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

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

20.3.1 The unit member shall have ten (10) working ~~(40)~~ days to request a meeting to contest the written reprimand. The Supervisor shall schedule a conference to hear the unit member's response. Following the conference, the Supervisor may recommend that the written warning/reprimand be modified in part or in whole or left as originally written and recommend placement into the unit member's personnel file.

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

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

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

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

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

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

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

- (a) Written notice of the proposed action;
- (b) The reasons for the action;
- (c) A copy of the charges and materials upon which the charges are based;
- (d) The right to respond to the charges either orally or in writing, at the unit member's discretion, ~~to~~ **before an impartial Skelly officer who was not involved, consulted, or aware of the issue at any step of the disciplinary process leading up to the statement of charges** (the Chancellor or his/her designee)
- (e) **Notice of the right to appeal; and**
- (f) **Written notification to CSEA and notification to the unit member of the right to representation by CSEA.**

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

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

20.4.4 **REQUEST TO APPEAL SUSPENSION:**

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

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November 20, 2020

include a de novo hearing of the Board.

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

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

TENTATIVE AGREEMENT (2020)

Tentative agreement between San Mateo CCCD and CSEA and its San Mateo CCCD Chapter 33
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the suspension that is rescinded.

20.5 **TERMINATION:** Before a permanent unit member is terminated, he/she shall be served a written Notice of Termination, stating in ordinary and concise language the acts and omissions upon which the dismissal is based, the specific charges against him/her, a statement of his/her right to contest the Notice of Termination **in person** or in writing pursuant to Section 20.5.2(d). In addition, the unit member shall be given a card or letter which only needs his/her signature to constitute a request for a hearing before ~~the Vice-Chancellor, Human Resources~~ **an impartial hearing officer who was not involved, consulted, or aware of the issue at any step of the disciplinary process leading up to the statement of charges (the Chancellor or designee)** ~~and a denial of the charges.~~ The unit member shall be informed of his/her rights to representation by CSEA. CSEA shall receive a copy of any notice of termination three (3) working days prior to the District's notification to the employee. The right to contest the Notice of Termination, and any associated suspension, shall be considered to be a "Skelly."

20.5.1 Any notice or request shall be deemed served when it is delivered in person to the unit member to whom it is directed, or when it is deposited in the United States registered or certified mail, postage prepaid and addressed to the last address the unit member has given the Office of Human Resources.

20.5.2 The Chancellor or ~~his/her~~ designee may suspend a unit member pending final resolution of the dismissal action if prior to suspension the unit member has been accorded the following rights:

- (a) Notice of the proposed dismissal action and of the right to a hearing;
- (b) The reasons for the dismissal action;
- (c) A copy of the charges and materials upon which the charges are based; and
- (d) The right to respond to the charges either orally or in writing, at the discretion of the unit member, ~~to~~ **before an impartial hearing officer who was not involved, consulted, or aware of the issue at any step of the disciplinary process leading up to the statement of charges** ~~(the Chancellor or his/her designee).~~ Termination.
- (e) **Notice of the right to appeal; and**
- (f) **Written notification to CSEA and notification to the unit member of the right of representation by CSEA.**

20.5.3 A suspension that is imposed after the rights listed in 20.5.2 have been accorded shall be without pay unless the Chancellor or ~~his/her~~ designee decides to make the suspension with pay. No unit member shall be deprived of pay until the rights listed in 20.5.2 have been accorded.

20.5.4 In situations in which an immediate suspension is necessary to avert possible serious harm to the District, its unit members, its students and the public, the ~~above stated rights need not be accorded prior to the imposition of the suspension but shall be accorded as soon thereafter as is feasible.~~ **employee may be placed on paid administrative leave.**

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- 20.6 **APPEAL OF RECOMMENDATION OF TERMINATION OR SUSPENSION:** CSEA may appeal a **suspension or** recommendation of termination to the Board of Trustees. Such appeal must be lodged with the Office of the Chancellor within ten (10) days following the decision rendered as a result of the Skelly process outlined in Section 20.5.
- 20.6.1 Within ten (10) days of the receipt of association approval, the Board shall appoint a hearing officer who shall not hold any other employment with the District, as described in 20.6.5 below. ~~The unit member shall be given at least ten (10) days' written notice of the time and place of the hearing.~~ **The District and CSEA shall work together to schedule the appeal as timely as possible taking into consideration the schedules of the Board, the District, representatives, and timelines related to any relevant requests for information.** The unit member and the District administration shall be afforded equal opportunity to present evidence before the hearing officer. Following completion of the hearing, the hearing officer shall recommend a decision to the Board of Trustees. Hearings shall be held in closed session unless the unit member requests a hearing in open session. In either case, the Board need not be present during the hearing.
- 20.6.2 If a unit member fails to make a timely request for a hearing, the Board may act upon charges without a hearing and without notice to the unit member of the time and place of the Board's meeting to act on the charges.
- 20.6.3 The Board of Trustees shall consider the findings of fact and recommendations of the hearing officer and, if necessary, the transcript of the hearing prior to rendering a final decision on the matter. If the Board of Trustees finds for the unit member, it shall so notify the unit member within five (5) days after the finding, and all records pertaining to the incident shall be removed from the unit member's file.
- 20.6.4 If the Board of Trustees determines that sufficient cause exists it may impose discipline as proposed by the administration, or it may impose a lesser form of discipline. The Board's determination of the sufficiency of the cause for discipline and the degree thereof shall be conclusive.
- 20.4.1 If a unit member's suspension or termination is revoked, the unit member shall be compensated for any time during which the unit member was on an unpaid leave or suspension. If a suspension is modified, the unit member shall be compensated for any part of the suspension that is rescinded.**
- 20.4.2 Within 30 days of the signing of this Agreement, CSEA and the District shall each submit three (3) names to create a list of six (6) individuals upon whom the parties may call to serve as a hearing officer per Section 20.6.1 above. This list shall be memorialized as Appendix E of this Agreement, and shall be used to select a hearing officer for a **suspension or** termination hearing in the following manner: each party shall alternately strike a name from the list until only one name remains, and the order of striking shall be determined by lot. If any hearing officer retires

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or is otherwise no longer available, the party that submitted that hearing officer's name shall submit a new name to the list. The District ~~and CSEA~~ shall ~~share~~ ~~equally~~ **bear** the **full** cost, if any, of the hearing officer. In all cases, each party shall also bear in full any other costs for its participation in the hearing process, including the costs of court reporters, transcripts, and other related costs.

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

20.5.1 Any alleged violation of this Article shall be pursued as part of the appeals procedure of this Article and not as part of the Grievance Procedure, Article 12, of this Collective Bargaining Agreement.

20.5.2 A negative performance evaluation may be given to an employee without following the disciplinary procedure. (See Article 14, Performance Evaluation Procedures.)

20.5.3 The parties may mutually agree to skip steps or accelerate or slow time lines contained in the procedure, dependent upon the facts of an individual case.

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November 20, 2020

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

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

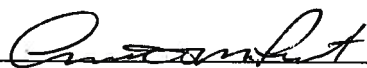
ARTICLE 21: DURATION

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

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

IN WITNESS WHEREOF, the CSEA has caused this Agreement to be signed by its President and negotiators, and the Board has caused this Agreement to be signed by its President Chancellor and negotiator.

FOR THE CSEA:

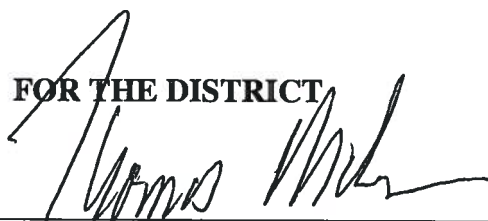


Annette M. Perot
President - CSEA, Chapter #33



Chris Weidman
Chief Negotiator - CSEA, Chapter #33

FOR THE DISTRICT



Thomas Mohr
President, Board of Trustees



Ron Galatolo
Chancellor



Kathy Blackwood
Executive Vice Chancellor

TENTATIVE AGREEMENT (2020)

Tentative agreement between San Mateo CCCD and CSEA and its San Mateo CCCD Chapter 33
November 20, 2020

ARTICLE 21: DURATION

21.1 Effective Dates of Contract: The term of this successor Agreement shall be July 1, ~~2016~~ 2019 through June 30, ~~2019~~ 2022.

21.2 Contract Reopeners: In addition to reopeners specified in Article 8.1.1, and Article 17: Reclassification, for the duration of this Agreement, each party may open up to two (2) non-economic articles ~~each contract year for negotiations in contract years 17/18 and 18/19~~ 21/22.

IN WITNESS WHEREOF, the CSEA has caused this Agreement to be signed by its President and negotiators, and the Board has caused this Agreement to be signed by its President, Chancellor and negotiators.

FOR THE CSEA:

Annette M. Perot Date
President – CSEA, Chapter #33

Chris Weidman Date
Chief Negotiator – CSEA, Chapter #33

David Wood Date
CSEA Labor Relations Representative

Juanita Celaya Date
1st Vice President – CSEA, Chapter #33

Linda Allen Date
2nd Vice President
CSM/District – CSEA, Chapter #33

Rachel Corrales Date
Union Steward – CSEA, Chapter #33

FOR THE DISTRICT:

Thomas Mohr Date
President, Board of Trustees

~~Ron Galatelo~~ Date
Michael Claire
Chancellor

~~Kathy Blackwood~~ Date
~~Executive Vice Chancellor~~
Mitchell Bailey
Vice Chancellor and Chief of Staff

David Feune Date
Director of Human Resources

TENTATIVE AGREEMENT (2020)

Tentative agreement between San Mateo CCCD and CSEA and its San Mateo CCCD Chapter 33
November 20, 2020

Signed by:

For CSEA:

Perot, Annette M. Digitally signed by Perot, Annette M.
Date: 2020.11.20 16:12:50 -08'00'

Annette M. Perot
Christopher Weidman Digitally signed by Christopher Weidman
Date: 2020.11.20 15:39:47 -08'00'

Christopher Weidman
Juanita Celaya Digitally signed by Juanita Celaya
Date: 2020.11.20 16:07:26 -08'00'

Juanita Celaya
Linda Allen Digitally signed by Linda Allen
Date: 2020.11.20 16:01:59 -08'00'

Linda Allen
Corrales, Rachel Digitally signed by Corrales, Rachel
Date: 2020.11.20 15:55:18 -08'00'

Rachel Corrales
David Wood Digitally signed by David Wood
Date: 2020.11.20 16:17:07 -08'00'

David Wood

For District:

Mitchell Bailey Digitally signed by Bailey, Mitchell
Date: 2020.11.20 15:44:18 -08'00'

Mitchell Bailey
Feune, David Digitally signed by Feune, David
Date: 2020.11.20 15:50:58 -08'00'

David Feune

CURRENT AGREEMENT (2016-2016)

APPENDIX A—CSEA BARGAINING UNIT

(Positions in italics are currently inactive/not filled)

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

Project Coordinator I, II
Promotions and Web/Context Coordinator

CURRENT AGREEMENT (2016-2016)

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

CURRENT AGREEMENT (2016-2016)

APPENDIX B—SALARY GRADE PLACEMENT

(Positions in italics are currently inactive/not filled)

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

CURRENT AGREEMENT (2016-2016)

- 25 Staff Announcer/Producer
 Television Programmer
 User Services Assistant

- 26 Accounting Technician II
 Assistant Project Director
 Athletic Trainer
 Automotive Technician
 Cosmetology Aide
 Director Radio Program Operations
 Financial Aid Technician
 Laboratory Technician
 Payroll Clerk II
 Reprographics Technician
 Tutor Coordinator/Basic Skills Specialist

- 27 Administrative Secretary
 Public Safety Officer
 Membership Services Coordinator
 Program Services Coordinator
 Program Services Coordinator/Degree Audit
 IT Support Technician I
 Theatre Manager/Technician
 Theatre Production Technician

- 28 Senior Accounting Technician

- 29 FM Program Director
 Television Program Manager

- 30 Buyer
 Project Coordinator I
 Electronics Technician
 Visual Communications Coordinator
 Systems Support Technician
 Theatre Technician/Events Coordinator
 Electronics Technician

- 31 IT Support Technician II
 Promotions Web/Context Coordinator
 Public Safety Sergeant
 Senior Accounting Coordinator
 Payroll Specialist

- 32 KCSM TV Broadcast Operations Engineer

- 34 IT Support Technician III
 KCSM Membership Director

CURRENT AGREEMENT (2016-2016)

Senior Buyer
Theatre Events Manager

35 KCSM Underwriting Representative
Network Infrastructure Technician

36 Broadcast Engineer II
Client Services Manager
KCSM Production Coordinator
KCSM TV Producer/Director I, II

37 Programmer/Analyst
Web Programmer Analyst

38 Project Coordinator II

41 Senior Broadcast Engineer

CURRENT AGREEMENT (2016-2016)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2018

Grade	Step	1	2	3	4	5	6
10	Ann	38088.00	39972.00	41976.00	43584.00	45756.00	48036.00
	Mon	3174.00	3331.00	3498.00	3632.00	3813.00	4003.00
	Hrly	19.53	20.50	21.53	22.35	23.46	24.63
<hr/>							
11	Ann	39972.00	41976.00	43584.00	45756.00	48024.00	50424.00
	Mon	3331.00	3498.00	3632.00	3813.00	4002.00	4202.00
	Hrly	20.50	21.53	22.35	23.46	24.63	25.86
	C6153	Child Dev Ctr Aide I (Associate)					
<hr/>							
12	Ann	42156.00	44172.00	46140.00	48456.00	50772.00	53316.00
	Mon	3513.00	3681.00	3845.00	4038.00	4231.00	4443.00
	Hrly	21.62	22.65	23.66	24.85	26.04	27.34
<hr/>							
13	Ann	43476.00	45444.00	47796.00	50136.00	52656.00	55272.00
	Mon	3623.00	3787.00	3983.00	4178.00	4388.00	4606.00
	Hrly	22.30	23.30	24.51	25.71	27.00	28.34
	C6002	Mail Clerk					
<hr/>							
14	Ann	45708.00	48024.00	50520.00	52944.00	55512.00	58296.00
	Mon	3809.00	4002.00	4210.00	4412.00	4626.00	4858.00
	Hrly	23.44	24.63	25.91	27.15	28.47	29.90
<hr/>							
15	Ann	46788.00	49236.00	51720.00	54192.00	56976.00	59832.00
	Mon	3899.00	4103.00	4310.00	4516.00	4748.00	4986.00
	Hrly	23.99	25.25	26.52	27.79	29.22	30.68
	C6014	Shipping/Receiving Clerk					

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2019

Grade	Step	1	2	3	4	5	6
10	Ann	39396.00	41340.00	43416.00	45084.00	47328.00	49680.00
	Mon	3283.00	3445.00	3618.00	3757.00	3944.00	4140.00
	Hrly	20.20	21.20	22.26	23.12	24.27	25.48
11	Ann	41340.00	43416.00	45084.00	47328.00	49668.00	52152.00
	Mon	3445.00	3618.00	3757.00	3944.00	4139.00	4346.00
	Hrly	21.20	22.26	23.12	24.27	25.47	26.74
	C6153	Child Dev Ctr Aide I (Associate)					
12	Ann	43596.00	45684.00	47724.00	50124.00	52512.00	55140.00
	Mon	3633.00	3807.00	3977.00	4177.00	4376.00	4595.00
	Hrly	22.36	23.43	24.47	25.70	26.93	28.28
13	Ann	44964.00	47004.00	49440.00	51852.00	54468.00	57168.00
	Mon	3747.00	3917.00	4120.00	4321.00	4539.00	4764.00
	Hrly	23.06	24.10	25.35	26.59	27.93	29.32
	C6002	Mail Clerk					
14	Ann	47280.00	49668.00	52248.00	54756.00	57420.00	60300.00
	Mon	3940.00	4139.00	4354.00	4563.00	4785.00	5025.00
	Hrly	24.25	25.47	26.79	28.08	29.45	30.92
15	Ann	48396.00	50928.00	53496.00	56052.00	58932.00	61884.00
	Mon	4033.00	4244.00	4458.00	4671.00	4911.00	5157.00
	Hrly	24.82	26.12	27.43	28.74	30.22	31.74
	C6014	Shipping/Receiving Clerk					

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2020

Grade	Step	1	2	3	4	5	6
10	Ann	41544.00	43596.00	45792.00	47544.00	49908.00	52392.00
	Mon	3462.00	3633.00	3816.00	3962.00	4159.00	4366.00
	Hrly	21.30	22.36	23.48	24.38	25.59	26.87
11	Ann	43596.00	45792.00	47544.00	49908.00	52380.00	54996.00
	Mon	3633.00	3816.00	3962.00	4159.00	4365.00	4583.00
	Hrly	22.36	23.48	24.38	25.59	26.86	28.20
	C6153	Child Dev Ctr Aide I (Associate)					
12	Ann	45972.00	48180.00	50328.00	52860.00	55380.00	58152.00
	Mon	3831.00	4015.00	4194.00	4405.00	4615.00	4846.00
	Hrly	23.58	24.71	25.81	27.11	28.40	29.82
13	Ann	47424.00	49572.00	52140.00	54684.00	57444.00	60288.00
	Mon	3952.00	4131.00	4345.00	4557.00	4787.00	5024.00
	Hrly	24.32	25.42	26.74	28.04	29.46	30.92
	C6002	Mail Clerk					
14	Ann	49860.00	52380.00	55104.00	57744.00	60552.00	63588.00
	Mon	4155.00	4365.00	4592.00	4812.00	5046.00	5299.00
	Hrly	25.57	26.86	28.26	29.61	31.05	32.61
15	Ann	51036.00	53712.00	56412.00	59112.00	62148.00	65268.00
	Mon	4253.00	4476.00	4701.00	4926.00	5179.00	5439.00
	Hrly	26.17	27.54	28.93	30.31	31.87	33.47
	C6014	Shipping/Receiving Clerk					

CURRENT AGREEMENT (2016-2016)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2018

Grade	Step	1	2	3	4	5	6
16	Ann	48024.00	50520.00	52944.00	55512.00	58536.00	61464.00
	Mon	4002.00	4210.00	4412.00	4626.00	4878.00	5122.00
	Hrly	24.63	25.91	27.15	28.47	30.02	31.52
	C6152	Child Dev Ctr Aide II (Teacher)					
17	Ann	49236.00	51720.00	54192.00	56976.00	59772.00	62760.00
	Mon	4103.00	4310.00	4516.00	4748.00	4981.00	5230.00
	Hrly	25.25	26.52	27.79	29.22	30.65	32.18
	C6004	Library/Media Technician					
18	Ann	50520.00	52944.00	55512.00	58536.00	61344.00	64404.00
	Mon	4210.00	4412.00	4626.00	4878.00	5112.00	5367.00
	Hrly	25.91	27.15	28.47	30.02	31.46	33.03
	C6030	Office Assistant II					
	C6167	Cosmetology Office Assistant					
19	Ann	51720.00	54192.00	56976.00	59772.00	62868.00	66000.00
	Mon	4310.00	4516.00	4748.00	4981.00	5239.00	5500.00
	Hrly	26.52	27.79	29.22	30.65	32.24	33.85
	C6036	Career Resources/Couns Aide					
	C6038	Storekeeper					
20	Ann	52944.00	55512.00	58536.00	61344.00	64452.00	67680.00
	Mon	4412.00	4626.00	4878.00	5112.00	5371.00	5640.00
	Hrly	27.15	28.47	30.02	31.46	33.05	34.71
	C6024	Public Safety Assistant					
	C6027	Admissions & Records Asst II					

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2019

Grade	Step	1	2	3	4	5	6
16	Ann	49668.00	52248.00	54756.00	57420.00	60540.00	63576.00
	Mon	4139.00	4354.00	4563.00	4785.00	5045.00	5298.00
	Hrly	25.47	26.79	28.08	29.45	31.05	32.60
	C6152	Child Dev Ctr Aide II (Teacher)					
17	Ann	50928.00	53496.00	56052.00	58932.00	61824.00	64908.00
	Mon	4244.00	4458.00	4671.00	4911.00	5152.00	5409.00
	Hrly	26.12	27.43	28.74	30.22	31.70	33.29
	C6004	Library/Media Technician					
18	Ann	52248.00	54756.00	57420.00	60540.00	63444.00	66612.00
	Mon	4354.00	4563.00	4785.00	5045.00	5287.00	5551.00
	Hrly	26.79	28.08	29.45	31.05	32.54	34.16
	C6030	Office Assistant II					
	C6167	Cosmetology Office Assistant					
19	Ann	53496.00	56052.00	58932.00	61824.00	65028.00	68268.00
	Mon	4458.00	4671.00	4911.00	5152.00	5419.00	5689.00
	Hrly	27.43	28.74	30.22	31.70	33.35	35.01
	C6036	Career Resources/Couns Aide					
	C6038	Storekeeper					
20	Ann	54756.00	57420.00	60540.00	63444.00	66660.00	69996.00
	Mon	4563.00	4785.00	5045.00	5287.00	5555.00	5833.00
	Hrly	28.08	29.45	31.05	32.54	34.18	35.90
	C6024	Public Safety Assistant					
	C6027	Admissions & Records Asst II					

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2020

Grade	Step	1	2	3	4	5	6
16	Ann	52380.00	55104.00	57744.00	60552.00	63840.00	67044.00
	Mon	4365.00	4592.00	4812.00	5046.00	5320.00	5587.00
	Hrly	26.86	28.26	29.61	31.05	32.74	34.38
	C6152	Child Dev Ctr Aide II (Teacher)					
17	Ann	53712.00	56412.00	59112.00	62148.00	65196.00	68448.00
	Mon	4476.00	4701.00	4926.00	5179.00	5433.00	5704.00
	Hrly	27.54	28.93	30.31	31.87	33.43	35.10
	C6004	Library/Media Technician					
18	Ann	55104.00	57744.00	60552.00	63840.00	66912.00	70248.00
	Mon	4592.00	4812.00	5046.00	5320.00	5576.00	5854.00
	Hrly	28.26	29.61	31.05	32.74	34.31	36.02
	C6030	Office Assistant II					
	C6167	Cosmetology Office Assistant					
19	Ann	56412.00	59112.00	62148.00	65196.00	68580.00	72000.00
	Mon	4701.00	4926.00	5179.00	5433.00	5715.00	6000.00
	Hrly	28.93	30.31	31.87	33.43	35.17	36.92
	C6036	Career Resources/Couns Aide					
	C6038	Storekeeper					
20	Ann	57744.00	60552.00	63840.00	66912.00	70296.00	73812.00
	Mon	4812.00	5046.00	5320.00	5576.00	5858.00	6151.00
	Hrly	29.61	31.05	32.74	34.31	36.05	37.85
	C6024	Public Safety Assistant					
	C6027	Admissions & Records Asst II					

CURRENT AGREEMENT (2016-2016)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2018

Grade	Step	1	2	3	4	5	6
21	Ann	54192.00	56976.00	59772.00	62868.00	65964.00	69264.00
	Mon	4516.00	4748.00	4981.00	5239.00	5497.00	5772.00
	Hrly	27.79	29.22	30.65	32.24	33.83	35.52
	C6042	Staff Assistant					
	C6043	Athletic Equipment Manager					
	C6184	Staff Assistant (United Way of the Bay Area)					
22	Ann	55512.00	58536.00	61344.00	64452.00	67812.00	71220.00
	Mon	4626.00	4878.00	5112.00	5371.00	5651.00	5935.00
	Hrly	28.47	30.02	31.46	33.05	34.78	36.52
	C6048	Instructional Aide II					
	C6069	Document Management ide II					
	C6143	Bookstore Operations Assistant					
	C6151	Child Dev Ctr Aide III (Master)					
	C6177	Document Management Specialist (Measure H)					
	C6194	Math Instructional Aide II (STEM)					
22A	Ann	56064.00	59124.00	61968.00	65100.00	68508.00	71928.00
	Mon	4672.00	4927.00	5164.00	5425.00	5709.00	5994.00
	Hrly	28.75	30.32	31.78	33.38	35.13	36.89
	C6022	Financial Aid Assistant					
23	Ann	56976.00	59772.00	62868.00	65964.00	69348.00	72816.00
	Mon	4748.00	4981.00	5239.00	5497.00	5779.00	6068.00
	Hrly	29.22	30.65	32.24	33.83	35.56	37.34

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2019

Grade	Step	1	2	3	4	5	6
21	Ann	56052.00	58932.00	61824.00	65028.00	68232.00	71640.00
	Mon	4671.00	4911.00	5152.00	5419.00	5686.00	5970.00
	Hrly	28.74	30.22	31.70	33.35	34.99	36.74
	C6042	Staff Assistant					
	C6043	Athletic Equipment Manager					
	C6184	Staff Assistant (United Way of the Bay Area)					
22	Ann	57420.00	60540.00	63444.00	66660.00	70140.00	73668.00
	Mon	4785.00	5045.00	5287.00	5555.00	5845.00	6139.00
	Hrly	29.45	31.05	32.54	34.18	35.97	37.78
	C6048	Instructional Aide II					
	C6069	Document Management Specialist					
	C6143	Bookstore Operations Assistant					
	C6151	Child Dev Ctr Aide III (Master)					
	C6194	Math Instructional Aide II (STEM)					
22A	Ann	57984.00	61152.00	64092.00	67332.00	70860.00	74400.00
	Mon	4832.00	5096.00	5341.00	5611.00	5905.00	6200.00
	Hrly	29.74	31.36	32.87	34.53	36.34	38.15
	C6022	Financial Aid Assistant					
23	Ann	58932.00	61824.00	65028.00	68232.00	71724.00	75312.00
	Mon	4911.00	5152.00	5419.00	5686.00	5977.00	6276.00
	Hrly	30.22	31.70	33.35	34.99	36.78	38.62

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2020

Grade	Step	1	2	3	4	5	6
21	Ann	59112.00	62148.00	65196.00	68580.00	71952.00	75552.00
	Mon	4926.00	5179.00	5433.00	5715.00	5996.00	6296.00
	Hrly	30.31	31.87	33.43	35.17	36.90	38.74
	C6042	Staff Assistant					
	C6043	Athletic Equipment Manager					
22	Ann	60552.00	63840.00	66912.00	70296.00	73968.00	77688.00
	Mon	5046.00	5320.00	5576.00	5858.00	6164.00	6474.00
	Hrly	31.05	32.74	34.31	36.05	37.93	39.84
	C6048	Instructional Aide II					
	C6069	Document Management Specialist					
22A	C6143	Bookstore Operations Assistant					
	C6151	Child Dev Ctr Aide III (Master)					
	C6194	Math Instructional Aide II (STEM)					
22A	Ann	61152.00	64488.00	67596.00	71004.00	74724.00	78468.00
	Mon	5096.00	5374.00	5633.00	5917.00	6227.00	6539.00
	Hrly	31.36	33.07	34.66	36.41	38.32	40.24
	C6022	Financial Aid Assistant					
23	Ann	62148.00	65196.00	68580.00	71952.00	75636.00	79428.00
	Mon	5179.00	5433.00	5715.00	5996.00	6303.00	6619.00
	Hrly	31.87	33.43	35.17	36.90	38.79	40.73

CURRENT AGREEMENT (2016-2016)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2018

Grade	Step	1	2	3	4	5	6
24	Ann	58536.00	61344.00	64452.00	67812.00	71280.00	74844.00
	Mon	4878.00	5112.00	5371.00	5651.00	5940.00	6237.00
	Hrly	30.02	31.46	33.05	34.78	36.55	38.38
	C6005	Library Support Specialist					
	C6050	Admissions & Records Asst III					
	C6161	Student Life & Leadership Asst					
	C6163	Retention Specialist					
	C6173	Retention Specialist (United Way of the Bay Area)					
	C6190	Retention Specialist-Student Equity					
	C6197	Retention Specialist (BSI)					
	CC031	Retention Specialist-STEM					
24A	Ann	59124.00	51968.00	65100.00	68508.00	72000.00	75600.00
	Mon	4927.00	4330.67	5425.00	5709.00	6000.00	6300.00
	Hrly	30.32	26.65	33.38	35.13	36.92	38.77
	C6039	Accounting Technician					
	C6139	Multimedia Technician					
	C6176	Accounting Technician (Measure H)					
25	Ann	59772.00	62868.00	65964.00	69348.00	72888.00	76536.00
	Mon	4981.00	5239.00	5497.00	5779.00	6074.00	6378.00
	Hrly	30.65	32.24	33.83	35.56	37.38	39.25
	C6019	Staff Announcer/Producer					

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2019

Grade	Step	1	2	3	4	5	6
24	Ann	60540.00	63444.00	66660.00	70140.00	73728.00	77412.00
	Mon	5045.00	5287.00	5555.00	5845.00	6144.00	6451.00
	Hrly	31.05	32.54	34.18	35.97	37.81	39.70
	C6005	Library Support Specialist					
	C6050	Admissions & Records Asst III					
	C6161	Student Life & Leadership Asst					
	C6163	Retention Specialist					
	C6173	Retention Specialist (United Way of the Bay Area)					
	C6190	Retention Specialist-Student Equity					
	C6197	Retention Specialist (BSI)					
	CC031	Retention Specialist-STEM					
24A	Ann	61152.00	64092.00	67332.00	70860.00	74472.00	78192.00
	Mon	5096.00	5341.00	5611.00	5905.00	6206.00	6516.00
	Hrly	31.36	32.87	34.53	36.34	38.19	40.10
	C6039	Accounting Technician					
	C6139	Multimedia Technician					
	C6176	Accounting Technician (Measure H)					
25	Ann	61824.00	65028.00	68232.00	71724.00	75384.00	79164.00
	Mon	5152.00	5419.00	5686.00	5977.00	6282.00	6597.00
	Hrly	31.70	33.35	34.99	36.78	38.66	40.60
	C6019	Staff Announcer/Producer					

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2020

Grade	Step	1	2	3	4	5	6
24	Ann	63840.00	66912.00	70296.00	73968.00	77748.00	81636.00
	Mon	5320.00	5576.00	5858.00	6164.00	6479.00	6803.00
	Hrly	32.74	34.31	36.05	37.93	39.87	41.86
	C6005	Library Support Specialist					
	C6050	Admissions & Records Asst III					
	C6161	Student Life & Leadership Asst					
	C6163	Retention Specialist					
	C6173	Retention Specialist (United Way of the Bay Area)					
	C6190	Retention Specialist-Student Equity					
	C6197	Retention Specialist (BSI)					
	CC031	Retention Specialist-STEM					
24A	Ann	64488.00	67596.00	71004.00	74724.00	78540.00	82464.00
	Mon	5374.00	5633.00	5917.00	6227.00	6545.00	6872.00
	Hrly	33.07	34.66	36.41	38.32	40.28	42.29
	C6039	Accounting Technician					
	C6139	Multimedia Technician					
	C6176	Accounting Technician (Measure H)					
25	Ann	65196.00	68580.00	71952.00	75636.00	79500.00	83484.00
	Mon	5433.00	5715.00	5996.00	6303.00	6625.00	6957.00
	Hrly	33.43	35.17	36.90	38.79	40.77	42.81
	C6019	Staff Announcer/Producer					

CURRENT AGREEMENT (2016-2016)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2018

Grade	Step	1	2	3	4	5	6
26	Ann	61344.00	64452.00	67812.00	71280.00	74652.00	78396.00
	Mon	5112.00	5371.00	5651.00	5940.00	6221.00	6533.00
	Hrly	31.46	33.05	34.78	36.55	38.28	40.20
	C6001	Automotive Technician					
	C6044	Laboratory Technician					
	C6070	Athletic Trainer					
	C6071	Cosmetology Aide					
	C6073	Tutor Coordinator/Basic Skills Specialist					
	C6127	Assistant Project Director					
	C6154	Reprographics Technician					
26A	C6169	Payroll Technician					
	C6175	Asst Project Director (CalSTEP)					
	CC029	Assistant Project Director-ESO Adelante					
	Ann	61968.00	65100.00	68508.00	72000.00	75420.00	79188.00
	Mon	5164.00	5425.00	5709.00	6000.00	6285.00	6599.00
	Hrly	31.78	33.38	35.13	36.92	38.68	40.61
	C6056	Financial Aid Technician					

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2019

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2020

Grade	Step	1	2	3	4	5	6
26	Ann	66912.00	70296.00	73968.00	77748.00	81420.00	85512.00
	Mon	5576.00	5858.00	6164.00	6479.00	6785.00	7126.00
	Hrly	34.31	36.05	37.93	39.87	41.75	43.85
	C6001	Automotive Technician					
	C6070	Athletic Trainer					
	C6071	Cosmetology Aide					
	C6073	Tutor Coordinator/Basic Skills Specialist					
	C6127	Assistant Project Director					
	C6154	Reprographics Technician					
	C6169	Payroll Technician					
C6175	Asst Project Director (CalSTEP)						
CC029	Assistant Project Director-ESO Adelante						
26A	Ann	67596.00	71004.00	74724.00	78540.00	82272.00	86376.00
	Mon	5633.00	5917.00	6227.00	6545.00	6856.00	7198.00
	Hrly	34.66	36.41	38.32	40.28	42.19	44.30
	C6056	Financial Aid Technician					

CURRENT AGREEMENT (2016-2016)

**San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2018**

Grade	Step	1	2	3	4	5	6
27	Ann	62868.00	65964.00	69348.00	72888.00	76404.00	80220.00
	Mon	5239.00	5497.00	5779.00	6074.00	6367.00	6685.00
	Hrly	32.24	33.83	35.56	37.38	39.18	41.14
	C6051	Membership Services Coordinator					
	C6055	Administrative Assistant					
	C6079	Program Services Coordinator					
	C6079	Program Services Coordinator - Degree Audit					
	C6122	Learning Ctr Coordinator					
	C6168	Prerequisite/Assessment Spec.					
	C6171	Multimedia Services Coordinator					
	C6174	Program Services Coordinator (CalSTEP)					
	C6178	Administrative Assistant (Measure H)					
	C6183	Cosmetology Program Assistant					
	C6195	Instructional Support Assistant					
	C6199	Intensive English Program Coordinator					
	C6200	Sparkpoint Coordinator					
	C6201	Transition Coordinator (Grant Funded)					
	CC006	Program Services Coordinator (HSI STEM)					
	CC008	Administrative Assistant (HSI-STEM)					
	C0395	Business Operations Facilities Coordinator					
	CC030	Program Services Coordinator-STEM					
	C0394	Business Operations Program Coordinator					
	C0466	Housing Program Coordinator					
	CC028	Sparkpoint Coordinator (Student Equity)					
	CC028	Program Services Coordinator-Post Secondary Success & Completion					
	C0465	Intensive English Program Coordinator					
	C0466	Program Services Coordinator					
	CC028	Sparkpoint Coordinator					
	C6142	Division Assistant					
27A	Ann	63504.00	66612.00	70044.00	73632.00	77160.00	81012.00
	Mon	5292.00	5551.00	5837.00	6136.00	6430.00	6751.00
	Hrly	32.57	34.16	35.92	37.76	39.57	41.54
	C6145	IT Support Technician I					

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2019

Grade	Step	1	2	3	4	5	6
27	Ann	65028.00	68232.00	71724.00	75384.00	79020.00	82968.00
	Mon	5419.00	5686.00	5977.00	6282.00	6585.00	6914.00
	Hrly	33.35	34.99	36.78	38.66	40.52	42.55
	C6051	Membership Services Coordinator					
	C6055	Administrative Assistant					
	C6079	Program Services Coordinator					
	C6079	Program Services Coordinator - Degree Audit					
	C6122	Learning Ctr Coordinator					
	C6168	Prerequisite/Assessment Spec.					
	C6171	Multimedia Services Coordinator					
	C6174	Program Services Coordinator (CalSTEP)					
	C6178	Administrative Assistant (Measure H)					
	C6183	Cosmetology Program Assistant					
	C6195	Instructional Support Assistant					
	C6199	Intensive English Program Coordinator					
	C6200	Sparkpoint Coordinator					
	C6201	Transition Coordinator					
	CC006	Program Services Coordinator (HSI STEM)					
	CC008	Administrative Assistant (HSI-STEM)					
	C0395	Business Operations Facilities Coordinator					
	CC030	Program Services Coordinator-STEM					
	C0394	Business Operations Program Coordinator					
	C0466	Housing Program Coordinator					
	CC028	Sparkpoint Coordinator (Student Equity)					
	CC028	Program Services Coordinator-Post Secondary Success & Completion					
	C0465	Intensive English Program Coordinator					
	C6142	Division Assistant					
	C6185	Community Education Coordinator					
27A	Ann	65688.00	68892.00	72444.00	76152.00	79812.00	83796.00
	Mon	5474.00	5741.00	6037.00	6346.00	6651.00	6983.00
	Hrly	33.69	35.33	37.15	39.05	40.93	42.97
	C6145	IT Support Technician I					

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Effective: 01-JUL-2020

27A	Ann	69276.00	72648.00	76404.00	80304.00	84168.00	88368.00
	Mon	5773.00	6054.00	6367.00	6692.00	7014.00	7364.00
	Hrly	35.53	37.26	39.18	41.18	43.16	45.32
	C6145	IT Support Technician I					

CURRENT AGREEMENT (2016-2016)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2018

Grade	Step	1	2	3	4	5	6
28	Ann	64452.00	67812.00	71280.00	74652.00	78420.00	82332.00
	Mon	5371.00	5651.00	5940.00	6221.00	6535.00	6861.00
	Hrly	33.05	34.78	36.55	38.28	40.22	42.22
	C6170	Senior Payroll Technician					
28A	Ann	65100.00	68508.00	72000.00	75420.00	79200.00	83148.00
	Mon	5425.00	5709.00	6000.00	6285.00	6600.00	6929.00
	Hrly	33.38	35.13	36.92	38.68	40.62	42.64
	C6131	Senior Accounting Technician					
29	Ann	65964.00	69348.00	72888.00	76404.00	80316.00	84336.00
	Mon	5497.00	5779.00	6074.00	6367.00	6693.00	7028.00
	Hrly	33.83	35.56	37.38	39.18	41.19	43.25
	C6078	FM Program Director					
	C6109	Dir of Radio Program Operations					
30	Ann	67812.00	71280.00	74652.00	78420.00	82416.00	86544.00
	Mon	5651.00	5940.00	6221.00	6535.00	6868.00	7212.00
	Hrly	34.78	36.55	38.28	40.22	42.26	44.38
	C4081	Visual Communications Coord.					
	C6089	Electronics Technician					
	C6144	Buyer					
	C6148	Project Coordinator I					
	C6179	Project Coordinator I (Measure H)					
	C6188	Utility & Sustainability Specialist					
30A	Ann	68508.00	72000.00	75420.00	79200.00	83232.00	87396.00
	Mon	5709.00	6000.00	6285.00	6600.00	6936.00	7283.00
	Hrly	35.13	36.92	38.68	40.62	42.68	44.82
	C6165	Fin Aid Reconciliation Specialist					

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2019

Grade	Step	1	2	3	4	5	6
28	Ann	66660.00	70140.00	73728.00	77208.00	81108.00	85152.00
	Mon	5555.00	5845.00	6144.00	6434.00	6759.00	7096.00
	Hrly	34.18	35.97	37.81	39.59	41.59	43.67
C6170 Senior Payroll Technician							
28A	Ann	67332.00	70860.00	74472.00	78012.00	81912.00	86004.00
	Mon	5611.00	5905.00	6206.00	6501.00	6826.00	7167.00
	Hrly	34.53	36.34	38.19	40.01	42.01	44.10
C6131 Senior Accounting Technician							
29	Ann	68232.00	71724.00	75384.00	79020.00	83076.00	87228.00
	Mon	5686.00	5977.00	6282.00	6585.00	6923.00	7269.00
	Hrly	34.99	36.78	38.66	40.52	42.60	44.73
C6078 FM Program Director							
C6109 Dir of Radio Program Operations							
30	Ann	70140.00	73728.00	77208.00	81108.00	85248.00	89508.00
	Mon	5845.00	6144.00	6434.00	6759.00	7104.00	7459.00
	Hrly	35.97	37.81	39.59	41.59	43.72	45.90
C4081 Visual Communications Coord.							
C6089 Electronics Technician							
C6144 Buyer							
C6148 Project Coordinator I							
C6179 Project Coordinator I (Measure H)							
C6188 Utility & Sustainability Specialist							
C6223 Laboratory Coordinator							
30A	Ann	70860.00	74472.00	78012.00	81912.00	86088.00	90396.00
	Mon	5905.00	6206.00	6501.00	6826.00	7174.00	7533.00
	Hrly	36.34	38.19	40.01	42.01	44.15	46.36
C6165 Fin Aid Reconciliation Specialist							
C6299 Emergency Management Coordinator							

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2020

Grade	Step	1	2	3	4	5	6
28	Ann	70296.00	73968.00	77748.00	81420.00	85536.00	89796.00
	Mon	5858.00	6164.00	6479.00	6785.00	7128.00	7483.00
	Hrly	36.05	37.93	39.87	41.75	43.86	46.05
	C6170	Senior Payroll Technician					
28A	Ann	71004.00	74724.00	78540.00	82272.00	86388.00	90696.00
	Mon	5917.00	6227.00	6545.00	6856.00	7199.00	7558.00
	Hrly	36.41	38.32	40.28	42.19	44.30	46.51
	C6131	Senior Accounting Technician					
29	Ann	71952.00	75636.00	79500.00	83340.00	87612.00	91992.00
	Mon	5996.00	6303.00	6625.00	6945.00	7301.00	7666.00
	Hrly	36.90	38.79	40.77	42.74	44.93	47.18
	C6078	FM Program Director					
	C6109	Dir of Radio Program Operations					
30	Ann	73968.00	77748.00	81420.00	85536.00	89904.00	94392.00
	Mon	6164.00	6479.00	6785.00	7128.00	7492.00	7866.00
	Hrly	37.93	39.87	41.75	43.86	46.10	48.41
	C4081	Visual Communications Coord.					
	C6089	Electronics Technician					
	C6144	Buyer					
	C6148	Project Coordinator I					
	C6179	Project Coordinator I (Measure H)					
	C6188	Utility & Sustainability Specialist					
	C6223	Laboratory Coordinator					
30A	Ann	74724.00	78540.00	82272.00	86388.00	90792.00	95328.00
	Mon	6227.00	6545.00	6856.00	7199.00	7566.00	7944.00
	Hrly	38.32	40.28	42.19	44.30	46.56	48.89
	C6165	Fin Aid Reconciliation Specialist					
	C6299	Emergency Management Coordinator					

CURRENT AGREEMENT (2016-2016)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2018

Grade	Step	1	2	3	4	5	6
31	Ann	69348.00	72888.00	76404.00	80316.00	84396.00	88608.00
	Mon	5779.00	6074.00	6367.00	6693.00	7033.00	7384.00
	Hrly	35.56	37.38	39.18	41.19	43.28	45.44
C6135		Promotions & Web Content Coord					
31A	Ann	70044.00	73632.00	77160.00	81120.00	85224.00	89496.00
	Mon	5837.00	6136.00	6430.00	6760.00	7102.00	7458.00
	Hrly	35.92	37.76	39.57	41.60	43.70	45.90
C6130		Senior Accounting Coordinator					
C6146		IT Support Technician II					
C0229		Campus Facilities Operations Technician					
32	Ann	71088.00	74640.00	78396.00	82332.00	86436.00	90768.00
	Mon	5924.00	6220.00	6533.00	6861.00	7203.00	7564.00
	Hrly	36.46	38.28	40.20	42.22	44.33	46.55
C6158		KCSM TV Broadcast Operations Engineer					
33	Ann	72876.00	76512.00	80340.00	84420.00	88608.00	93024.00
	Mon	6073.00	6376.00	6695.00	7035.00	7384.00	7752.00
	Hrly	37.37	39.24	41.20	43.29	45.44	47.70
C6141		Payroll Specialist					
34	Ann	74652.00	78420.00	82416.00	86628.00	90912.00	95460.00
	Mon	6221.00	6535.00	6868.00	7219.00	7576.00	7955.00
	Hrly	38.28	40.22	42.26	44.42	46.62	48.95
C6124		KCSM Membership Director					
C6134		Senior Buyer					
C6150		Theatre Events Manager					

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2019

Grade	Step	1	2	3	4	5	6
31	Ann	71724.00	75384.00	79020.00	83076.00	87288.00	91644.00
	Mon	5977.00	6282.00	6585.00	6923.00	7274.00	7637.00
	Hrly	36.78	38.66	40.52	42.60	44.76	47.00
	C6135	Promotions & Web Content Coord					
31A	Ann	72444.00	76152.00	79812.00	83904.00	88152.00	92568.00
	Mon	6037.00	6346.00	6651.00	6992.00	7346.00	7714.00
	Hrly	37.15	39.05	40.93	43.03	45.21	47.47
	C6130	Senior Accounting Coordinator					
	C6146	IT Support Technician II					
	C0229	Campus Facilities Operations Technician					
32	Ann	73524.00	77196.00	81084.00	85152.00	89400.00	93876.00
	Mon	6127.00	6433.00	6757.00	7096.00	7450.00	7823.00
	Hrly	37.70	39.59	41.58	43.67	45.85	48.14
	C6158	KCSM TV Broadcast Operations Engineer					
33	Ann	75372.00	79140.00	83100.00	87312.00	91644.00	96216.00
	Mon	6281.00	6595.00	6925.00	7276.00	7637.00	8018.00
	Hrly	38.65	40.58	42.62	44.78	47.00	49.34
	C6141	Payroll Specialist					
34	Ann	77208.00	81108.00	85248.00	89604.00	94032.00	98736.00
	Mon	6434.00	6759.00	7104.00	7467.00	7836.00	8228.00
	Hrly	39.59	41.59	43.72	45.95	48.22	50.63
	C6124	KCSM Membership Director					
	C6134	Senior Buyer					
	C6150	Theatre Events Manager					

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2020

Grade	Step	1	2	3	4	5	6
31	Ann	75636.00	79500.00	83340.00	87612.00	92052.00	96648.00
	Mon	6303.00	6625.00	6945.00	7301.00	7671.00	8054.00
	Hrly	38.79	40.77	42.74	44.93	47.21	49.56
	C6135	Promotions & Web Content Coord					
31A	Ann	76404.00	80304.00	84168.00	88488.00	92964.00	97620.00
	Mon	6367.00	6692.00	7014.00	7374.00	7747.00	8135.00
	Hrly	39.18	41.18	43.16	45.38	47.67	50.06
	C6130	Senior Accounting Coordinator					
	C6146	IT Support Technician II					
	C0229	Campus Facilities Operations Technician					
32	Ann	77544.00	81408.00	85512.00	89796.00	94284.00	99000.00
	Mon	6462.00	6784.00	7126.00	7483.00	7857.00	8250.00
	Hrly	39.77	41.75	43.85	46.05	48.35	50.77
	C6158	KCSM TV Broadcast Operations Engineer					
33	Ann	79488.00	83460.00	87636.00	92076.00	96648.00	101472.00
	Mon	6624.00	6955.00	7303.00	7673.00	8054.00	8456.00
	Hrly	40.76	42.80	44.94	47.22	49.56	52.04
	C6141	Payroll Specialist					
34	Ann	81420.00	85536.00	89904.00	94500.00	99168.00	104124.00
	Mon	6785.00	7128.00	7492.00	7875.00	8264.00	8677.00
	Hrly	41.75	43.86	46.10	48.46	50.86	53.40
	C6124	KCSM Membership Director					
	C6134	Senior Buyer					
	C6150	Theatre Events Manager					

CURRENT AGREEMENT (2016-2016)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2018

Grade	Step	1	2	3	4	5	6
34A	Ann	75420.00	79200.00	83232.00	87480.00	91812.00	96420.00
	Mon	6285.00	6600.00	6936.00	7290.00	7651.00	8035.00
	Hrly	38.68	40.62	42.68	44.86	47.08	49.45
	C6147	IT Support Technician III					
	C6166	FA Technical Support Specialist					
	C6187	IT Support Specialist					
35	Ann	76536.00	80352.00	84360.00	88620.00	93048.00	97716.00
	Mon	6378.00	6696.00	7030.00	7385.00	7754.00	8143.00
	Hrly	39.25	41.21	43.26	45.45	47.72	50.11
	C6128	KCSM Underwriting Represent.					
35A	Ann	77304.00	81168.00	85212.00	89508.00	94008.00	98688.00
	Mon	6442.00	6764.00	7101.00	7459.00	7834.00	8224.00
	Hrly	39.64	41.62	43.70	45.90	48.21	50.61
	C4119	Network Infrastructure Tech. (Measure H)					
	C6121	Network Infrastructure Tech.					
36	Ann	78660.00	82380.00	86520.00	90852.00	95364.00	100140.00
	Mon	6555.00	6865.00	7210.00	7571.00	7947.00	8345.00
	Hrly	40.34	42.25	44.37	46.59	48.90	51.35
	C6021	KCSM TV Producer/Director II					
	C6077	KCSM Production Coordinator					
	C6116	Broadcast Engineer II					
	C6136	Client Service manager KCSM					
	C6162	KCSM Radio Engineer					

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2019

Grade	Step	1	2	3	4	5	6
34A	Ann	78012.00	81912.00	86088.00	90480.00	94956.00	99732.00
	Mon	6501.00	6826.00	7174.00	7540.00	7913.00	8311.00
	Hrly	40.01	42.01	44.15	46.40	48.70	51.14
	C6147	IT Support Technician III					
	C6166	FA Technical Support Specialist					
35	Ann	76536.00	80352.00	84360.00	88620.00	93048.00	97716.00
	Mon	6378.00	6696.00	7030.00	7385.00	7754.00	8143.00
	Hrly	39.25	41.21	43.26	45.45	47.72	50.11
	C6128	KCSM Underwriting Represent.					
35A	Ann	79956.00	83952.00	88140.00	92580.00	97236.00	102072.00
	Mon	6663.00	6996.00	7345.00	7715.00	8103.00	8506.00
	Hrly	41.00	43.05	45.20	47.48	49.86	52.34
	C4119	Network Infrastructure Tech. (Measure H)					
	C6121	Network Infrastructure Tech.					
36	Ann	81360.00	85200.00	89484.00	93972.00	98640.00	103572.00
	Mon	6780.00	7100.00	7457.00	7831.00	8220.00	8631.00
	Hrly	41.72	43.69	45.89	48.19	50.58	53.11
	C6021	KCSM TV Producer/Director II					
	C6077	KCSM Production Coordinator					
	C6116	Broadcast Engineer II					
	C6136	Client Service manager KCSM					
	C6162	KCSM Radio Engineer					

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2020

Grade	Step	1	2	3	4	5	6
34A	Ann	82272.00	86388.00	90792.00	95424.00	100140.00	105180.00
	Mon	6856.00	7199.00	7566.00	7952.00	8345.00	8765.00
	Hrly	42.19	44.30	46.56	48.94	51.35	53.94
	C6147	IT Support Technician III					
	C6166	FA Technical Support Specialist					
35	Ann	83484.00	87648.00	92016.00	96660.00	101496.00	106584.00
	Mon	6957.00	7304.00	7668.00	8055.00	8458.00	8882.00
	Hrly	42.81	44.95	47.19	49.57	52.05	54.66
	C6128	KCSM Underwriting Represent.					
35A	Ann	84324.00	88536.00	92952.00	97632.00	102540.00	107640.00
	Mon	7027.00	7378.00	7746.00	8136.00	8545.00	8970.00
	Hrly	43.24	45.40	47.67	50.07	52.58	55.20
	C4119	Network Infrastructure Tech. (Measure H)					
	C6121	Network Infrastructure Tech.					
36	Ann	85800.00	89856.00	94368.00	99108.00	104028.00	109224.00
	Mon	7150.00	7488.00	7864.00	8259.00	8669.00	9102.00
	Hrly	44.00	46.08	48.39	50.82	53.35	56.01
	C6021	KCSM TV Producer/Director II					
	C6077	KCSM Production Coordinator					
	C6116	Broadcast Engineer II					
	C6136	Client Service manager KCSM					
	C6162	KCSM Radio Engineer					

CURRENT AGREEMENT (2016-2016)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2018

Grade	Step	1	2	3	4	5	6
37	Ann	80316.00	84396.00	88680.00	93072.00	97920.00	102816.00
	Mon	6693.00	7033.00	7390.00	7756.00	8160.00	8568.00
	Hrly	41.19	43.28	45.48	47.73	50.22	52.73
	C6101	Programmer Analyst					
	C6156	Web Programmer Analyst					
	C6164	Accounting Analyst					
38	C6187	IT Support Specialist					
	C6202	Web Accessibility Programmer					
	Ann	82332.00	86520.00	90912.00	95376.00	100380.00	105408.00
	Mon	6861.00	7210.00	7576.00	7948.00	8365.00	8784.00
	Hrly	42.22	44.37	46.62	48.91	51.48	54.06
	C6149	Project Coordinator II					
	C6180	Project Coordinator II (Measure H)					
39	Ann	84360.00	88680.00	93180.00	97764.00	102852.00	107988.00
	Mon	7030.00	7390.00	7765.00	8147.00	8571.00	8999.00
	Hrly	43.26	45.48	47.78	50.14	52.74	55.38
40	Ann	86508.00	90912.00	95520.00	100236.00	105456.00	110712.00
	Mon	7209.00	7576.00	7960.00	8353.00	8788.00	9226.00
	Hrly	44.36	46.62	48.98	51.40	54.08	56.78
41	Ann	88644.00	93180.00	97896.00	102744.00	108096.00	113508.00
	Mon	7387.00	7765.00	8158.00	8562.00	9008.00	9459.00
	Hrly	45.46	47.78	50.20	52.69	55.43	58.21
	C6111	Senior Broadcast Engineer					

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2019

Grade	Step	1	2	3	4	5	6
37	Ann	83076.00	87288.00	91716.00	96264.00	101280.00	106344.00
	Mon	6923.00	7274.00	7643.00	8022.00	8440.00	8862.00
	Hrly	42.60	44.76	47.03	49.37	51.94	54.54
	C6101	Programmer Analyst					
	C6156	Web Programmer Analyst					
	C6164	Accounting Analyst					
38	C6187	IT Support Specialist					
	C6202	Web Accessibility Programmer					
	Ann	85152.00	89484.00	94032.00	98652.00	103824.00	109020.00
	Mon	7096.00	7457.00	7836.00	8221.00	8652.00	9085.00
	Hrly	43.67	45.89	48.22	50.59	53.24	55.91
	C6149	Project Coordinator II					
39	C6180	Project Coordinator II (Measure H)					
	C6222	Contract Specialist (Measure H)					
	Ann	87252.00	91716.00	96372.00	101112.00	106380.00	111696.00
	Mon	7271.00	7643.00	8031.00	8426.00	8865.00	9308.00
	Hrly	44.74	47.03	49.42	51.85	54.55	57.28
40	Ann	89472.00	94032.00	98796.00	103680.00	109068.00	114504.00
	Mon	7456.00	7836.00	8233.00	8640.00	9089.00	9542.00
	Hrly	45.88	48.22	50.66	53.17	55.93	58.72
41	Ann	91680.00	96372.00	101256.00	106272.00	111804.00	117396.00
	Mon	7640.00	8031.00	8438.00	8856.00	9317.00	9783.00
	Hrly	47.02	49.42	51.93	54.50	57.34	60.20
	C6111	Senior Broadcast Engineer					

TENTATIVE AGREEMENT (2020)

San Mateo County Community College District
Classified Salary Schedule (60)
Effective: 01-JUL-2020

Grade	Step	1	2	3	4	5	6
37	Ann	87612.00	92052.00	96720.00	101520.00	106812.00	112152.00
	Mon	7301.00	7671.00	8060.00	8460.00	8901.00	9346.00
	Hrly	44.93	47.21	49.60	52.06	54.78	57.51
	C6101	Programmer Analyst					
	C6156	Web Programmer Analyst					
	C6164	Accounting Analyst					
	C6187	IT Support Specialist					
	C6202	Web Accessibility Programmer					
38	Ann	89796.00	94368.00	99168.00	104040.00	109488.00	114972.00
	Mon	7483.00	7864.00	8264.00	8670.00	9124.00	9581.00
	Hrly	46.05	48.39	50.86	53.35	56.15	58.96
	C6149	Project Coordinator II					
	C6180	Project Coordinator II (Measure H)					
	C6222	Contract Specialist (Measure H)					
39	Ann	92016.00	96720.00	101628.00	106632.00	112188.00	117792.00
	Mon	7668.00	8060.00	8469.00	8886.00	9349.00	9816.00
	Hrly	47.19	49.60	52.12	54.68	57.53	60.41
40	Ann	94356.00	99168.00	104196.00	109344.00	115020.00	120756.00
	Mon	7863.00	8264.00	8683.00	9112.00	9585.00	10063.00
	Hrly	48.39	50.86	53.43	56.07	58.98	61.93
41	Ann	96684.00	101628.00	106788.00	112080.00	117912.00	123804.00
	Mon	8057.00	8469.00	8899.00	9340.00	9826.00	10317.00
	Hrly	49.58	52.12	54.76	57.48	60.47	63.49
	C6111	Senior Broadcast Engineer					

CURRENT AGREEMENT (2016-2016)

**San Mateo County Community College District
Classified Salary Schedule (62)
Effective: 01-JUL 2018**

Grade	Step	1	2	3	4	5	6
27	Ann	67068.00	70380.00	73968.00	77760.00	81492.00	85560.00
	Mon	5589.00	5865.00	6164.00	6480.00	6791.00	7130.00
	Hrly	32.24	33.84	35.56	37.39	39.18	41.14
C6028 Public Safety Officer							

TENTATIVE AGREEMENT (2020)

**San Mateo County Community College District
Salary Schedule (62)
Effective: 01-JUL 2020**

Grade	Step	1	2	3	4	5	6
27	Ann	73164.00	76764.00	80676.00	84816.00	88896.00	93336.00
	Mon	6097.00	6397.00	6723.00	7068.00	7408.00	7778.00
	Hrly	35.18	36.91	38.79	40.78	42.74	44.87
C6028 Public Safety Officer							

TENTATIVE AGREEMENT (2020)

**San Mateo County Community College District
Salary Schedule (62)
Effective: 01-JUL 2019**

Grade	Step	1	2	3	4	5	6
27	Ann	69372.00	72792.00	76500.00	80424.00	84288.00	88500.00
	Mon	5781.00	6066.00	6375.00	6702.00	7024.00	7375.00
	Hrly	33.35	35.00	36.78	38.67	40.52	42.55
C6028 Public Safety Officer							

APPENDIX D—SALARY SURVEY GROUPS

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

Classification Family A

(General Clerical/Secretarial/Office Support)

Cashier/Clerk

Office Assistant I

Office Assistant II

Human Resources Assistant

Staff Assistant

Administrative Secretary

Division Assistant

Document Management Specialist

Career Resources/Counseling Aide

Classification Family B

(Accounting/General Clerical)

Senior Account Clerk

Accounting Technician

Sr. Accounting Technician

Sr. Accounting Coordinator

Financial Aid Assistant

Financial Aid Technician

Lead Financial Aid Technician

Campus Facilities Operations Technician

Classification Family C

(Payroll)

Campus Certificated Payroll Clerk

Payroll Clerk II

Payroll Specialist

Classification Family D

(Admissions & Records)

Admissions and Records Assistant II

Admissions and Records Assistant III

Program Services Coordinator/Degree Audit

Classification Family E

(Library)

Library/Media Technician

Library Support Specialist

Classification Family F

(Instructional / Student Services)

Instructional Aide I

Instructional Aide II

Laboratory Technician

Automotive Technician

Child Development Center Aide I

Child Development Center Aide II

Child Development Center Aide III

Cosmetology Aide

Athletic Trainer

Classification Family G

(General Services)

Buyer

Senior Buyer

Bookstore Buyer

Bookstore Operations Assistant

Mail Clerk

Reprographics Technician

Shipping/Receiving Clerk

Storekeeper

Athletic Equipment Manager

Classification Family H

(Instructional Technology Support/User Support)

Electronics Technician

Multimedia Technician

IT Support Technician I

IT Support Technician II

IT Support Technician III

Systems Support Technician

Network Infrastructure Technician

Users Services Assistant

ITS Support Technician

Classification Family I

(Computer Programming)

Programmer I

Programmer/Analyst

Web Program Analyst

Classification Family J

(Program/Project Coordination)

Assistant Project Director

Project Coordinator I

Project Coordinator II

Program Services Coordinator

Tutor Coordinator/Basic Skills Specialist

Classification Family K

(Theatre)

Theatre Assistant

Theatre Technician/Events Coordinator

Theatre Manager/Technician

Theatre Production Technician

Classification Family L

(Public Safety)

Public Safety Assistant

Public Safety Officer

Public Safety Sergeant

Classification Family M

(Art / Design / Marketing)

Promotions & Web Content Coordinator

Visual Communications Coordinator

Classification Family N

(Broadcasting: Public Relations/Fundraising)

Client Services Manager

KCSM Membership Director

KCSM Production Coordinator

KCSM Underwriting Representative

Membership Services Coordinator

Classification Family O

(Broadcasting/Technical Equipment Operation)

KCSM Broadcast Operating Engineer

Broadcast Engineer II

Senior Broadcast Engineer

Classification Family P

(Programming)

CURRENT AGREEMENT (2016-2016)

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

BOARD REPORT NO. 20-12-1CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

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

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

The addition of 17 courses, one department, and one program to the College catalogs are proposed by Cañada College, College of San Mateo, and Skyline College at this time. Additionally, 214 courses are proposed to be offered in the distance education mode.

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

Furthermore, 235 courses were modified, and four courses were reactivated.

Each of the proposed courses and programs has been reviewed by the appropriate Division Dean and approved by the College Curriculum or Instruction Committee, acting on behalf of the local Academic Senate. In addition, the Academic Senate Presidents provide oversight with respect to the necessary role of the local Senates in the review and approval process. The rigor of the approval process assures that each new course has substance and integrity in relation to its discipline and that it fills a clear student need not being served by existing course offerings.

RECOMMENDATION

It is recommended that the Board approve the attached curricular changes for the Cañada College, College of San Mateo, and Skyline College catalogs.

San Mateo County Community College District

December 14, 2020

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

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

APPROVED BY: Lisa Palmer, Curriculum Committee Chair
Cañada College

Diana Tedone, Academic Senate President
Cañada College

Jamillah Moore, President
Cañada College

PROPOSED CURRICULAR ADDITIONS – CAÑADA COLLEGE

COURSE DESCRIPTIONS AND JUSTIFICATIONS

FUNERAL SERVICE EDUCATION

200 INTRODUCTION TO FUNERAL SERVICE (2.00) (day or evening)

Justification: The course content is required by the American Board of Funeral Service as described in the ABFSE - History of Funeral Directing and Embalming outline, and provides the student with an understanding of the concept of memorialization through history and the development of the funeral service industry in the United States. Additionally, the student is introduced to career opportunities available to graduates of the Funeral Service Education Program. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Prerequisite: None.

Recommended Preparation: Eligibility for ENGL 100.

Description: Survey of the history of the funeral service industry and a comprehensive overview of the field of funeral service. Students learn the role and skills of the funeral service practitioner. This course provides insight into the funeral service industry and the career opportunities available.

Classification: AA/AS Degree; CSU transferable.

210 FUNERAL DIRECTING I (3.00) (day or evening)

Justification: The American Board of Funeral Service as described in the ABFSE Funeral Directing outline requires the course content. It provides the student with an understanding of the role of the funeral director, funerals for different demographics, types of family systems, the responsibility of the

funeral director, time frames associated with funerals and documents used in association with funerals. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 220.

Prerequisite: FSE. 200, and acceptance into the Funeral Service Program.

Recommended Preparation: None.

Description: This course introduces the general practices of funeral directing. It focuses on the sociological phenomena that affect all the elements of funeral service including cultural differences, family structures, and factors of change that relate to funeralization. It also includes notification of death, transfer and disposition of bodies, arrangement conferences, pre-planned funerals, and post-arrangement follow-up.

Classification: AA/AS Degree; CSU transferable.

212 FUNERAL SERVICE SCIENCE (5.00) (day or evening)

Justification: The course content is required by the American Board of Funeral Service as described in several ABFSE curriculum outlines including Embalming, Chemistry, Pathology, Microbiology and Anatomy. This course will provide the student with an overview of the postmortem conditions associated with various pathologies and microorganisms as factor of embalming human remains. This includes the used of the anatomical structures to distribute preservative/disinfecting chemicals. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 210.

Prerequisite: BIOL 240, BIOL 250, CHEM 410, FSE. 200, and acceptance into the Funeral Service Program.

Recommended Preparation: None.

Description: This course is designed for the Funeral Service Education student. Course material expands on general anatomy, chemistry, microbiology, and pathological concepts as related to the preparation, presentation, and sanitation of the human remains.

Classification: AA/AS Degree; CSU transferable.

215 FUNERAL DIRECTING II (3.00) (day or evening)

Justification: The course content is required by the American Board of Funeral Service as described in the ABFSE Funeral Directing outline and provides the student with an understanding of funerals for different belief and ethnic systems, the importance of ceremonies to society and individual, and the disposition options that are currently available to the public. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 230.

Prerequisite: FSE. 210, and FSE. 220.

Recommended Preparation: None.

Description: This course introduces the basic philosophies of a cross-section of religious and ethnic funeral practices and the role of the funeral practitioner in directing each type. Example cultural groups include African-American, Islamic, Protestant, Buddhist and Hindu among others. It also includes procedures for fraternal, military, and celebrity funerals.

Classification: AA/AS Degree; CSU transferable.

220 FUNERAL SERVICE LAW AND ETHICS (3.00) (day or evening)

Justification: The course content is required by the American Board of Funeral Service as described in the ABFSE Funeral Service Law, Business Law and Ethics outlines and provides the student with an understanding of torts, crimes and contracts in funeral service. Additional topics include business organizations, estate law, explicit funeral law and laws regarding human remains. The course draws and emphasis on ethics in funeral service. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 210.

Prerequisite: BUS. 201, FSE. 200, and acceptance into the Funeral Service Education Program.

Recommended Preparation: None.

Description: This course introduces law and the judicial system as they pertain to the funeral industry. Topics include sources of law, the legal status of a dead human body, the duty of burial, rights to control funeral arrangements and final disposition, liability for funeral expenses, torts involving the dead human body and the funeral director, wills, estates, probate, cemeteries, crematories, and state and federal laws and regulations. Personal and professional ethics that guide decisions and actions in the proper treatment of the dead are also included.

Classification: AA/AS Degree; CSU transferable.

225 PSYCHOLOGY OF DEATH AND DYING (3.00) (day or evening)

Justification: The course content is required by the American Board of Funeral Service as described in the ABFSE Funeral Service Psychology and Counseling and Communication Professional/Business outlines and provides the student with an understanding of the general psychology related to death and the funeral service. The course also illustrates funeral-counseling skills, different types of counseling associated with funeral service and changing social factors that impact funeral service. There is an emphasis on listening, verbal/nonverbal and other communicating skills. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 230.

Prerequisite: FSE. 210.

Recommended Preparation: None.

Description: This course is an introduction to thanatology and basic psychological terminology and theories, with an emphasis on the study of grief, bereavement, and mourning. The content provides the knowledge required of the funeral director to work effectively with families as a facilitating agent. Follow-up programs initiated by the funeral director are examined in detail as well as community support groups with whom the funeral director participates. Major emphasis is placed on the student identifying problem areas in the field, intervening, and professional referral.

Classification: AA/AS Degree; CSU transferable.

230 MERCHANDISING IN THE FUNERAL SERVICE INDUSTRY (3.00) (day or evening)

Justification: The course content is required by the American Board of Funeral Service as described in the ABFSE Funeral Merchandising outline and provides the student with an understanding of the terminology associated with funeral products, the components of differing funeral products, the ability to evaluate product offerings. The course also introduces various display options that are used throughout funeral service. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 215.

Prerequisite: FSE. 210, and FSE. 220.

Recommended Preparation: None.

Description: This course introduces merchandising as it applies to the funeral service profession. The curriculum is divided into two main sections. The first covers construction and features of caskets, outer burial containers, and other funeral-related products. The second section examines methods of pricing, display, presentation, and control of funeral merchandise.

Classification: AA/AS Degree; CSU transferable.

235 FUNERAL SERVICE MANAGEMENT (3.00) (day or evening)

Justification: The course content is required by the American Board of Funeral Service as described in the ABFSE Funeral Service Management and Federal Trade Commission outlines and provides the student with an understanding of the objectives of management, different management techniques and operational styles in funeral service. The course also discusses different types of business based on size and legal classification. The student is introduced to the risks of acquiring or starting a funeral business. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 250, and FSE. 260.

Prerequisite: ACTG 100.

Recommended Preparation: None.

Description: This course introduces the basic principles of management as they apply to the practice of the funeral profession. It explores the role and function of an effective manager, emphasizing the functions of planning, organizing, motivating, directing, and controlling. Specific areas of funeral service practice and managerial guidelines for those areas are covered. Topics also include management theory as it relates to funeral service practice.

Classification: AA/AS Degree; CSU transferable.

250 RESTORATIVE ART (5.00) (day or evening)

Justification: The course content is required by the American Board of Funeral Service as described in the ABFSE Restorative Art and Anatomy outlines and provides the student with an understanding of the legalities associated with restorative art, the use of cosmetics, wax and prosthetics to create a natural appearance of the deceased for the funeral. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 260.

Recommended Preparation: None.

Description: This course introduces the techniques of creating an acceptable physical appearance of the deceased for the benefit of the survivors. Topics include the study of facial features, cosmetics, and restorative treatment for a variety of situations faced by the practitioner.

Classification: AA/AS Degree; CSU transferable.

260 EMBALMING I (4.00) (day or evening)

Justification: The course content is required by the American Board of Funeral Service as described in the ABFSE Embalming, Anatomy, Chemistry, Pathology, and Microbiology outlines and provides the student with an understanding of the legal, ethical and social implications of embalming. The student is introduced to embalming equipment, embalming suites, and the embalming procedure. Additional topics include the use of disinfecting and sanitizing chemical and postmortem conditions as result of pathology/microorganisms. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 250.

Prerequisite: FSE. 212.

Recommended Preparation: None.

Description: This course introduces the phenomenon of death relative to the human body. It includes the processes of preservation, restoration, and sanitation in treating the dead human body. The course outlines the legal and social aspect of embalming, the use of anatomical systems in preservation and the application of chemical preservatives to slow decomposition.

Classification: AA/AS Degree; CSU transferable.

265 EMBALMING II (2.00) (day or evening)

Justification: The course content is required by the American Board of Funeral Service as described in the ABFSE Embalming, Anatomy, Chemistry, Pathology, and Microbiology outlines and provides the student with an introduction to advanced embalming techniques, which include time, moisture and trauma. Additionally the student is introduced to dressing, casketing and cosmetizing in relation to

embalming. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 270.

Prerequisite: FSE. 250, and FSE. 260.

Recommended Preparation: None.

Description: This course is a continuation of FSE. 260. It is the study of vascular anatomy, case analysis, the selection and injection of embalming fluids, and treatment of specific conditions requiring special attention including traumatic deaths, time considerations, moisture considerations and tissue procurement.

Classification: AA/AS Degree; CSU transferable.

270 FUNERAL SERVICE COUNSELING (3.00) (day or evening)

Justification: The course content is required by the American Board of Funeral Service as described in the ABFSE Funeral Service Psychology and Counseling outline and provides the student with an understanding of the communication skills and the role of the funeral director as facilitator, counselor, and caregiver. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 265 and FSE. 280.

Prerequisite: FSE. 235, FSE. 250, and FSE. 260.

Recommended Preparation: None.

Description: This course examines communication skills and the role of the funeral director as facilitator, counselor, and caregiver. Topics include specific communication and counseling techniques as they are applied in funeral service practice as well as normal and abnormal grief reactions, children and death, crisis intervention counseling, and dealing with stress and burnout.

Classification: AA/AS Degree; CSU transferable.

280 FUNERAL SERVICE EDUCATION PRACTICUM (5.00) (day or evening)

Justification: This course is a Capstone class that prepares students for the National Board Examination administered by the International Conference of Funeral Examining Board. All required curriculum is reviewed. This examination is a requirement for licensure in California. Additionally, the lab component of this course proved the student with real world experience in a funeral home, the ability to network with professionals and complete any necessary graduation requirements. This course is a core requirement for the Funeral Service Education Associate in Science Degree.

Corequisite: Concurrent enrollment in FSE. 265 and FSE. 270.

Prerequisite: Students must show proof they have completed all general education and competency requirements for graduation and FSE. 250, and FSE. 260.

Recommended Preparation: None.

Description: This course provides an opportunity to apply classroom instruction in funeral service education to real-world practice in the community. The student participates in an off-site lab experience at approved off-campus preceptor sites. Additionally, students prepare for the National Board Examination.

Classification: AA/AS Degree; CSU transferable.

PROPOSED CURRICULAR MODIFICATIONS – CAÑADA COLLEGE

CAREER AND PERSONAL DEVELOPMENT

430 Composition for Multilingual Students

ENGLISH AS A SECOND LANGUAGE

400 Composition for Multilingual Students

HISTORY

245 Race, Ethnicity and Immigration in the U.S.

KINESIOLOGY, ATHLETICS AND DANCE: INDIVIDUAL SPORTS

251.3 Tennis III

PROPOSED TO BE OFFERED AS DISTANCE EDUCATION – CAÑADA COLLEGE

CAREER AND PERSONAL DEVELOPMENT

430 Composition for Multilingual Students

KINESIOLOGY, ATHLETICS AND DANCE: INDIVIDUAL SPORTS

251.3 Tennis III

PROPOSED PROGRAM ADDITIONS – CAÑADA COLLEGE

Cañada College proposes to offer an Associate Degree in the following programs:

FUNERAL SERVICE EDUCATION

Funeral Service Education – AS Degree Program

PROPOSED DEPARTMENT ADDITIONS – CAÑADA COLLEGE

PHOTONICS AND LASER TECHNOLOGY (PALT)

Photonics and Laser Technology is involved with generating and harnessing light and other forms of radiant energy whose quantum unit is the photon” (The National Center for Optics and Photonics

Education, 2019). This technology can be applied to numerous other fields of technology – alternative energy, manufacturing, health care, telecommunication, environmental monitoring, homeland security, aerospace, solid-state lighting, and many others. Due to the diverse applications of this technology, the photonics occupational group has been split into primary photonics occupations and secondary photonics occupations to illuminate job opportunities available to all students with photonics skills (Center of Excellence, 2019).

Over the past year, industry members from the Optics, Photonics and Laser Manufacturing sector in Silicon Valley have worked closely with Engineering Faculty and College administration to present their long-standing need for a training program that generates technicians for this industry. Currently, there is only one program in the region and a handful in the state of California. There is an opportunity for Cañada College to establish a Photonics and Laser Technology program that will enable students to secure high wage jobs. Additionally, the workforce demands and Labor Market data suggest a sustained as well as growing need for Optics, Photonics and Laser Technicians and engineers in the immediate region.

The Dean of Science and Technology, the Office of Instruction, the President's Cabinet, and the Instructional Planning Council have consulted about the viability of such a program at Cañada College. Additionally, the program has been able to secure multiple grants to support the development of the program.

The new department code (PALT) will be used to create courses that will be part of a stackable Certificate of Achievement program in Photonics and Laser Technology.

San Mateo County Community College District

December 14, 2020

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

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

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

Arielle Smith, President, Academic Senate
College of San Mateo

Kim Lopez, Acting President
College of San Mateo

PROPOSED CURRICULAR DEACTIVATIONS – COLLEGE OF SAN MATEO

CHINESE

140 Advanced Intermediate Chinese
221 Colloquial Chinese I, Advanced Elementary

PROPOSED CURRICULAR MODIFICATIONS – COLLEGE OF SAN MATEO

AMERICAN SIGN LANGUAGE

100 American Sign Language I
110 American Sign Language II

BIOLOGY

195 Biology Field Laboratory
240 General Microbiology

CHINESE

131 Intermediate Chinese I
132 Intermediate Chinese II

COMPUTER AND INFORMATION SCIENCE

111 Introduction to Web Programming
113 Ruby Programming
114 JavaScript/Ajax Programming
117 Python Programming
121 UNIX/Linux
127 HTML 5 and CSS
135 Android Programming
137 iOS/Swift Programming
145 Introduction to DevOps

- 262 Discrete Mathematics for Computer Science
- 279 (CS2) Data Structures: C++
- 380 PHP Programming
- 502 Applied Python Programming

COUNSELING

- 129 Puente: Transfer Readiness

CAREER AND LIFE PLANNING

- 155 Leadership Study

DENTAL ASSISTING

- 702 Dental Science II
- 722 Dental Materials II
- 742 Chairside Assisting II
- 753 Dental Assisting Clinical Practice
- 770 Dental Office Procedures

ENGLISH

- 850 Individual Writing Instruction

FIRE

- 787 Emergency Medical Technician: Basic – Refresher
- 797 Emergency Medical Technician: Basic
- 810 Firefighter Cadet I
- 811 Firefighter Cadet II
- 812 Firefighter Cadet III

KINESIOLOGY, ATHLETICS AND DANCE

DANCE

- 121.1 Modern Dance I
- 121.2 Modern Dance II
- 121.3 Modern Dance III
- 121.4 Modern Dance IV
- 130.1 Jazz Dance I
- 130.2 Jazz Dance II
- 130.3 Jazz Dance III
- 130.4 Jazz Dance IV
- 140.1 Ballet I
- 140.2 Ballet II
- 140.3 Ballet III
- 140.4 Ballet IV
- 390 Dance Composition/Theory/Choreography
- 400.1 Dance Performance & Production I
- 400.2 Dance Performance & Production II
- 400.3 Dance Performance & Production III

400.4 Dance Performance & Production IV**FITNESS**

- 220 Weight Conditioning for Varsity Football
- 225 Athletic Conditioning
- 226 Plyometric Conditioning
- 335.1 Pilates I
- 335.2 Pilates II
- 335.3 Pilates III
- 335.4 Pilates IV
- 336.1 Restorative Yoga I
- 336.2 Restorative Yoga II
- 336.3 Restorative Yoga III
- 336.4 Restorative Yoga IV

INDIVIDUAL SPORTS

- 251.1 Tennis I
- 251.2 Tennis II

KINESIOLOGY

- 106 Introduction to Sports Management
- 125 Pilates Mat Instructor Training
- 126 Pilates Reformer Instructor Training
- 127 Pilates Apparatus Instructor Training
- 135 Academic Skill Development for Intercollegiate Athletes I
- 136 Academic Skill Development for Intercollegiate Athletes II
- 190 Baseball Theory: Defense
- 191 Baseball Theory: Offense
- 300 Anatomy of Motion

PHYSICAL EDUCATION THEORY

- 101 Theory of Baseball
- 102 Theory of Offensive Football
- 103 Theory of Defensive Football
- 104 Theory of Special Teams
- 106 Theoretical Analysis of Softball

TEAM

- 105 Advanced Baseball
- 111.1 Basketball I
- 111.2 Basketball II
- 111.3 Basketball III
- 111.4 Basketball IV
- 116 Basketball: Individual Skill Development
- 118 Advanced Basketball
- 119 Tournament Basketball
- 135 Advanced Football and Conditioning
- 150 Softball

- 158 Advanced Softball: Women
- 165 Advanced Track and Field
- 171.1 Volleyball I
- 171.2 Volleyball II
- 171.3 Volleyball III
- 171.4 Volleyball IV
- 180 Volleyball – Applications in Team Tactics
- 182 Individual Volleyball Training
- 186 Men's Basketball: Individual Skill Development

VARSITY SPORTS

- 100 Varsity Baseball
- 105 Varsity Baseball Conditioning
- 110 Varsity Men's Basketball
- 130 Varsity Football
- 133 Offensive Varsity Football Lab
- 134 Defensive Varsity Football Lab
- 172 Varsity Cross Country: Men and Women
- 185 Varsity Track and Field: Men and Women
- 300 Varsity Basketball: Women
- 320 Varsity Softball: Women
- 340 Varsity Volleyball: Women
- 342 Beach Volleyball

LEARNING CENTER

- 105 Writing for Mass Media

LIBRARY STUDIES

- 100 Introduction to Library Research

NURSING

- 221 Pediatric Nursing
- 222 Maternity and Reproductive Health Nursing
- 225 Nursing Skills Lab II
- 241 Advanced Medical/Surgical Nursing
- 242 Leadership/Management in Nursing
- 245 Nursing Skills Lab IV
- 817 Open Lab for Nursing 221/222
- 819 Open Lab for Nursing 241/242

PROPOSED CURRICULAR REACTIVATION – COLLEGE OF SAN MATEO

ENGINEERING

- 240 Engineering Dynamics

PROPOSED TO BE OFFERED AS DISTANCE EDUCATION – COLLEGE OF SAN MATEO**AMERICAN SIGN LANGUAGE**

- 100 American Sign Language I
- 110 American Sign Language II

BIOLOGY

- 195 Biology Field Laboratory
- 240 General Microbiology

COUNSELING

- 129 Puente: Transfer Readiness

CAREER AND LIFE PLANNING

- 155 Leadership Study

DENTAL ASSISTING

- 702 Dental Science II
- 722 Dental Materials II
- 742 Chairside Assisting II
- 753 Dental Assisting Clinical Practice
- 770 Dental Office Procedures

ENGLISH

- 850 Individual Writing Instruction

KINESIOLOGY, ATHLETICS AND DANCE**DANCE**

- 121.1 Modern Dance I
- 121.2 Modern Dance II
- 121.3 Modern Dance III
- 121.4 Modern Dance IV
- 130.1 Jazz Dance I
- 130.2 Jazz Dance II
- 130.3 Jazz Dance III
- 130.4 Jazz Dance IV
- 140.1 Ballet I
- 140.2 Ballet II
- 140.3 Ballet III
- 140.4 Ballet IV
- 390 Dance Composition/Theory/Choreography
- 400.1 Dance Performance & Production I
- 400.2 Dance Performance & Production II
- 400.3 Dance Performance & Production III
- 400.4 Dance Performance & Production IV

FITNESS

- 220 Weight Conditioning for Varsity Football
- 225 Athletic Conditioning
- 226 Plyometric Conditioning
- 335.1 Pilates I
- 335.2 Pilates II
- 335.3 Pilates III
- 335.4 Pilates IV

INDIVIDUAL SPORTS

- 251.1 Tennis I
- 251.2 Tennis II

KINESIOLOGY

- 125 Pilates Mat Instructor Training
- 126 Pilates Reformer Instructor Training
- 127 Pilates Apparatus Instructor Training
- 135 Academic Skill Development for Intercollegiate Athletes I
- 136 Academic Skill Development for Intercollegiate Athletes II
- 190 Baseball Theory: Defense
- 191 Baseball Theory: Offense
- 300 Anatomy of Motion

PHYSICAL EDUCATION THEORY

- 101 Theory of Baseball
- 102 Theory of Offensive Football
- 103 Theory of Defensive Football
- 104 Theory of Special Teams
- 106 Theoretical Analysis of Softball

TEAM

- 105 Advanced Baseball
- 111.1 Basketball I
- 111.2 Basketball II
- 111.3 Basketball III
- 111.4 Basketball IV
- 116 Basketball: Individual Skill Development
- 118 Advanced Basketball
- 119 Tournament Basketball
- 135 Advanced Football and Conditioning
- 150 Softball
- 158 Advanced Softball: Women
- 165 Advanced Track and Field
- 171.1 Volleyball I
- 171.2 Volleyball II
- 171.3 Volleyball III
- 171.4 Volleyball IV

- 180 Volleyball – Applications in Team Tactics
- 182 Individual Volleyball Training
- 186 Men’s Basketball: Individual Skill Development

VARSITY SPORTS

- 100 Varsity Baseball
- 105 Varsity Baseball Conditioning
- 110 Varsity Men’s Basketball
- 130 Varsity Football
- 133 Offensive Varsity Football Lab
- 134 Defensive Varsity Football Lab
- 172 Varsity Cross Country: Men and Women
- 185 Varsity Track and Field: Men and Women
- 300 Varsity Basketball: Women
- 320 Varsity Softball: Women
- 340 Varsity Volleyball: Women
- 342 Beach Volleyball

LEARNING CENTER

- 105 Writing for Mass Media

NURSING

- 221 Pediatric Nursing
- 222 Maternity and Reproductive Health Nursing
- 225 Nursing Skills Lab II
- 241 Advanced Medical/Surgical Nursing
- 242 Leadership/Management in Nursing
- 245 Nursing Skills Lab IV
- 817 Open Lab for Nursing 221/222
- 819 Open Lab for Nursing 241/242

San Mateo County Community College District

December 14, 2020

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

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

APPROVED BY: Jessica Hurless, Curriculum Committee Chair
Skyline College

Leigh Anne Shaw, Academic Senate President
Skyline College

Melissa Moreno, President
Skyline College

PROPOSED CURRICULAR ADDITIONS – SKYLINE COLLEGE

COURSE DESCRIPTIONS AND JUSTIFICATIONS

COMPUTER SCIENCE

122 INTRODUCTION TO PROGRAMMING: PYTHON (3.0) (day, evening, or distance education)

Justification: COMP 122 has been developed to serve two purposes. The first is to support the college's emerging Data Science program, the development of which is being supported with an NSF grant. This course will be included in a Data Science certificate and is a required course in the collaborative transfer bridge agreement between Skyline College and CSU East Bay. The second need prompting the development of this course is what seems to be the start of a shift in some 4-year transfer institutions to either prefer or soon require (e.g., UC Santa Cruz) transfer students to complete their lower-level programming courses in the Python programming language.

Prerequisite: None.

Recommended Preparation: Eligibility for ENGL 846 or ESOL 400, or equivalent.

Description: Designed to teach computer programming to major and non - Computer Science majors with an introduction to Python Programming in interesting, relevant, and practical contexts. Focus is on hands-on Python programming skills, problem-solving using algorithmic thinking, abstraction, implementing an algorithm to executable code, debugging and testing software programs. Fundamental programming constructs such as variables, data types, selection, iteration, functions, data structures (lists, strings, dictionaries, tuples, DataFrames), file I/O, and other core concepts are covered. Applications focus on computational techniques to understand, analyze, and automate data analysis, basic encryption algorithms, matrix manipulation, sorting and searching algorithms, basic game design, and more.

Classification: AA/AS Degree; Associate Degree for Transfer; Certificate; CSU transferable.

COSMETOLOGY

665SU STATE BOARD WRITTEN EXAM PREPARATION (3.0) (day, evening, or distance education)

Justification: This course was developed based on the results from our students' state board exams over the last year. Practical scores were 92% and written scores were 81%. This course is specifically for students seeking extra help to prepare for the written portion of the licensure examination.

Prerequisite: Completion of or concurrent enrollment in COSM 707, or graduate of an approved cosmetology program.

Recommended Preparation: None.

Description: This optional elective is designed for cosmetology students in their final semester of the program. Offers further preparation of students for the California Board of Barbering and Cosmetology's written licensure exam.

Classification: AA/AS Degree; Certificate; not transferable.

ELECTRONICS TECHNOLOGY**111 INTRODUCTION TO ELECTRONICS FUNDAMENTALS (3.0) (day, evening, or distance education)**

Justification: ELEC 111 is part of Skyline College's new Engineering Electronics Technology program. The course fits into the first year of the program and leads to a certificate of completion designed to prepare students for entry-level internships. This work is being supported by the college's new SkyBayTech grant project, funded by the NSF's Advancing Technological Education (ATE) program.

Prerequisite: Completion of or concurrent enrollment in ELEC 231.

Recommended Preparation: None.

Description: Introduction to DC and AC electricity; reading simple schematic diagrams and construction of elementary electrical/electronic circuits; making measurements with multimeters and oscilloscopes; using DC power supplies and AC power sources with series, parallel and series-parallel resistive circuits; exploration of induction and capacitance in DC and AC voltage circuits. Emphasizes laboratory experiments and techniques. A materials fee as shown in the Schedule of Classes is payable upon registration.

Classification: AA/AS Degree; Certificate; CSU transferable.

WELLNESS**720 ENERGY MEDICINE: FOUNDATION AND THERAPIES (3.0) (day, evening, or distance education)**

Justification: This foundational course will be required for an Energy Medicine/Healing certificate that is in development. The course will benefit students pursuing studies in Integrative Health/Medicine, Traditional Chinese Medicine, Ayurveda, Massage Therapy, Shiatsu, Consciousness, and meditation.

Prerequisite: None.

Recommended Preparation: Eligibility for ENGL 846 or ESOL 400, or equivalent.

Description: An introductory overview exploring the field of energy medicine, various related energy healing therapies and the associated research. These therapies fall under the umbrella Holistic, Complementary, Alternative and Integrative Medicine professions.

Classification: AA/AS Degree; Certificate; not transferable.

PROPOSED CURRICULAR INACTIVATIONS – SKYLINE COLLEGE

MUSIC

290 Introduction to MIDI Music (Musical Instrument Digital Interface)

PROPOSED CURRICULAR MODIFICATIONS – SKYLINE COLLEGE

AMERICAN SIGN LANGUAGE

100 American Sign Language I
110 American Sign Language II

ART

665SF Gallery Practicum

ASTRONOMY

101 Astronomy Laboratory

AUTOMOTIVE TECHNOLOGY

510 Basic Hybrid Powertrains
524 Smog Check Inspector Training Level I
525 Smog Check Inspector Training Level II
665S9 2021 Smog Check Update
710 Fundamentals of Automotive Technology
713 Automotive Electricity and Electronics
734 Automotive Engine Diagnosis and Repair
735 Automotive Transmission and Drivetrains Diagnosis and Repair
751 Automotive Engine Performance
824 Smog Check Inspector Training Level I (Apprenticeship)
825 Smog Check Inspector Training Level II (Apprenticeship)
910 Basic Hybrid Powertrains (Apprenticeship)

BIOLOGY

215 Organismal Biology
230 Introduction to Cell Biology: Core II
240 General Microbiology

COMPUTER SCIENCE

262 Discrete Mathematics

COSMETOLOGY

717 Advanced Makeup
767 Eyelash Enhancements
799 Braiding and Natural Hair Care (Non-Licensure)

DRAMA

200 Theory of Acting I
201 Advanced Acting I
202 Advanced Acting II

ELECTRONICS TECHNOLOGY

110 Fundamentals of Electronics

EMERGENCY MEDICAL CARE

410 Emergency Medical Technician

ENGINEERING

405 Engineering Makerspace Summer Experience

ENGLISH

103 Applied English Skills for Cultural Production I
104 Applied English Skills for Cultural Production II

ENVIRONMENTAL SCIENCE

101 Environmental Science Laboratory

HISTORY

435 History of the Philippines
436 Filipinos in America

HOSPITALITY AND TOURISM MANAGEMENT

120 Sanitation Practices in the Hospitality Industry
125 Restaurant and Banquet Operations
130 Food & Beverage/Restaurant Management

INTERDISCIPLINARY STUDIES

105 Honors Research Seminar

MATHEMATICS

200	Elementary Probability & Statistics
211	Introduction to Data Science
225	Path to Calculus
242	Applied Calculus II
243	Applied Calculus II with Trigonometry
252	Calculus with Analytic Geometry II
253	Calculus with Analytic Geometry III
270	Linear Algebra
275	Ordinary Differential Equations
800	Just-in-Time Support for Elementary Probability & Statistics
819	Mathematics Development
820	Just-in-Time Support for Intermediate Algebra
825	Just-in-Time Support for Path to Calculus
830	Just-in-Time Support for Analytical Trigonometry
890	Just-in-Time Support for Path to Statistics

MUSIC

294	Introduction to Music Technology
299	Electronic Music Production
301	Piano I
302	Piano II
303	Piano III
304	Piano IV
377	Guitar I
378	Guitar II
379	Guitar III
380	Guitar IV
383.1	Guitar Ensemble I
383.2	Guitar Ensemble II
383.3	Guitar Ensemble III
383.4	Guitar Ensemble IV
383.1	Guitar Ensemble I
383.2	Guitar Ensemble II
383.3	Guitar Ensemble III
383.4	Guitar Ensemble IV
420.1	Orchestra for the Musical Theater Production I
420.2	Orchestra for the Musical Theater Production II
420.3	Orchestra for the Musical Theater Production III
420.4	Orchestra for the Musical Theater Production IV
440.1	Symphony Orchestra I
440.2	Symphony Orchestra II
440.3	Symphony Orchestra III
440.4	Symphony Orchestra IV

OCEANOGRAPHY

101	Oceanography Laboratory
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PARALEGAL STUDIES

670 Paralegal Internship

PHYSICS

106 Conceptual Physics Laboratory
211 General Physics I – Calculus Supplement
221 General Physics II – Calculus Supplement

POLITICAL SCIENCE

335 History and Politics of the Middle East

RESPIRATORY CARE

400 Patient & Health Care Concerns
410 Introduction to Patient Care & Respiratory Assessment Techniques
415 Respiratory Pharmacology
420 Application of Cardiopulmonary Anatomy & Physiology
430 Introduction to Respiratory Therapeutics
445 Respiratory Diseases I
450 Respiratory Diseases II
460 Respiratory Critical Care
475 Hemodynamic Monitoring and Selected Topics in Respiratory Care
480 Diagnostic Testing and Outpatient Respiratory Care
485 Clinical Medicine Seminar
490 Neonatal and Pediatric Respiratory Care
495 Respiratory Care Board Examination Preparation and Review
695 Independent Study in Respiratory Care

SOCIAL JUSTICE STUDIES

110 Introduction to Social Justice Studies

SOCIAL SCIENCE

659 Life and Culture of the Local Area – Cuba

SOCIOLOGY

105 Contemporary Social Issues
129 Introduction to Research Methods
141 Race and Ethnicity
142 Filipina/o Community Issues
160 Sociology of Sex, Gender and Sexuality

WELLNESS

700 Massage Theory and Practice I
703 Holistic Health Science

- 704 Massage Techniques and Clinical/Spa Experience
- 705 Massage Theory and Practice II
- 708 Pathology and Pharmacology for Massage Therapists
- 710 Clinical Kinesiology and Applied Biomechanics for Manual Therapy
- 711 Sports Medicine and Manual Therapy
- 733 Tai Chi for Health

PROPOSED CURRICULAR REACTIVATIONS – SKYLINE COLLEGE

LITERATURE

- 154 Queer Literature
- 220 Introduction to World Literature I
- 265 Asian American Literature

PROPOSED TO BE OFFERED AS DISTANCE EDUCATION – SKYLINE COLLEGE

AMERICAN SIGN LANGUAGE

- 100 American Sign Language I
- 110 American Sign Language II

ART

- 665SF Gallery Practicum

ASTRONOMY

- 101 Astronomy Laboratory

AUTOMOTIVE TECHNOLOGY

- 510 Basic Hybrid Powertrains
- 524 Smog Check Inspector Training Level I
- 525 Smog Check Inspector Training Level II
- 665S9 2021 Smog Check Update
- 710 Fundamentals of Automotive Technology
- 713 Automotive Electricity and Electronics
- 734 Automotive Engine Diagnosis and Repair
- 735 Automotive Transmission and Drivetrains Diagnosis and Repair
- 751 Automotive Engine Performance
- 824 Smog Check Inspector Training Level I (Apprenticeship)
- 825 Smog Check Inspector Training Level II (Apprenticeship)
- 910 Basic Hybrid Powertrains (Apprenticeship)

BIOLOGY

- 215 Organismal Biology
- 230 Introduction to Cell Biology: Core II
- 240 General Microbiology

COMPUTER SCIENCE

- 122 Introduction to Programming: Python
- 262 Discrete Mathematics

COSMETOLOGY

- 665SU State Board Written Exam Preparation
- 717 Advanced Makeup
- 767 Eyelash Enhancements
- 799 Braiding and Natural Hair Care (Non-Licensure)

DRAMA

- 200 Theory of Acting I
- 201 Advanced Acting I
- 202 Advanced Acting II

ELECTRONICS TECHNOLOGY

- 110 Fundamentals of Electronics
- 111 Introduction to Electronics Fundamentals

EMERGENCY MEDICAL CARE

- 410 Emergency Medical Technician

ENGINEERING

- 405 Engineering Makerspace Summer Experience

ENGLISH

- 103 Applied English Skills for Cultural Production I
- 104 Applied English Skills for Cultural Production II

ENVIRONMENTAL SCIENCE

- 101 Environmental Science Laboratory

HISTORY

- 435 History of the Philippines
- 436 Filipinos in America

HOSPITALITY AND TOURISM MANAGEMENT

- 120 Sanitation Practices in the Hospitality Industry
- 125 Restaurant and Banquet Operations
- 130 Food & Beverage/Restaurant Management

INTERDISCIPLINARY STUDIES

105 Honors Research Seminar

LITERATURE

154 Queer Literature
220 Introduction to World Literature I
265 Asian American Literature

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200 Elementary Probability & Statistics
211 Introduction to Data Science
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242 Applied Calculus II
243 Applied Calculus II with Trigonometry
252 Calculus with Analytic Geometry II
253 Calculus with Analytic Geometry III
270 Linear Algebra
275 Ordinary Differential Equations
800 Just-in-Time Support for Elementary Probability & Statistics
819 Mathematics Development
820 Just-in-Time Support for Intermediate Algebra
825 Just-in-Time Support for Path to Calculus
830 Just-in-Time Support for Analytical Trigonometry
890 Just-in-Time Support for Path to Statistics

MUSIC

294 Introduction to Music Technology
299 Electronic Music Production
301 Piano I
302 Piano II
303 Piano III
304 Piano IV
377 Guitar I
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383.3 Guitar Ensemble III
383.4 Guitar Ensemble IV
420.1 Orchestra for the Musical Theater Production I
420.2 Orchestra for the Musical Theater Production II
420.3 Orchestra for the Musical Theater Production III

- 420.4 Orchestra for the Musical Theater Production IV
- 440.1 Symphony Orchestra I
- 440.2 Symphony Orchestra II
- 440.3 Symphony Orchestra III
- 440.4 Symphony Orchestra IV

OCEANOGRAPHY

- 101 Oceanography Laboratory

PARALEGAL STUDIES

- 670 Paralegal Internship

PHYSICS

- 106 Conceptual Physics Laboratory
- 211 General Physics I – Calculus Supplement
- 221 General Physics II – Calculus Supplement

POLITICAL SCIENCE

- 335 History and Politics of the Middle East

RESPIRATORY CARE

- 400 Patient & Health Care Concerns
- 410 Introduction to Patient Care & Respiratory Assessment Techniques
- 415 Respiratory Pharmacology
- 420 Application of Cardiopulmonary Anatomy & Physiology
- 430 Introduction to Respiratory Therapeutics
- 445 Respiratory Diseases I
- 450 Respiratory Diseases II
- 460 Respiratory Critical Care
- 475 Hemodynamic Monitoring and Selected Topics in Respiratory Care
- 480 Diagnostic Testing and Outpatient Respiratory Care
- 485 Clinical Medicine Seminar
- 490 Neonatal and Pediatric Respiratory Care
- 495 Respiratory Care Board Examination Preparation and Review
- 695 Independent Study in Respiratory Care

SOCIAL JUSTICE STUDIES

- 110 Introduction to Social Justice Studies

SOCIAL SCIENCE

- 659 Life and Culture of the Local Area – Cuba

SOCIOLOGY

105	Contemporary Social Issues
129	Introduction to Research Methods
141	Race and Ethnicity
142	Filipina/o Community Issues
160	Sociology of Sex, Gender and Sexuality

WELLNESS

700	Massage Theory and Practice I
703	Holistic Health Science
704	Massage Techniques and Clinical/Spa Experience
705	Massage Theory and Practice II
708	Pathology and Pharmacology for Massage Therapists
710	Clinical Kinesiology and Applied Biomechanics for Manual Therapy
711	Sports Medicine and Manual Therapy
720	Energy Medicine: Foundation and Therapies
733	Tai Chi for Health

BOARD REPORT NO. 20-12-2CA

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff, 574-6510

**REAPPOINTMENT OF ANNE CAMPBELL TO THE DISTRICT'S
BOND OVERSIGHT COMMITTEE**

The Board of Trustees makes appointments of members to the District's Bond Oversight Committee. The Committee is charged with the responsibility to assure voters that bond proceeds are expended only for construction, reconstruction, rehabilitation or replacement of College facilities in compliance with the ballot language approved by voters, and that no funds are used for teacher or administrator salaries or other operating expenses.

At this time, one member of the committee, Anne Campbell, is eligible for re-appointment to a second two-year term. Ms. Campbell holds the seat designated for a representative of a senior group.

RECOMMENDATION

It is recommended that the Board reappoint Anne Campbell to the Bond Oversight Committee for a second two-year term.

BOARD REPORT NO. 20-12-3CA

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

RATIFICATION OF SEPTEMBER AND OCTOBER 2020 DISTRICT WARRANTS

Attached as Exhibits A and B are the warrants in excess of \$10,000 that were issued in the months of September and October 2020 respectively. The schedules include total warrants issued for the subject period in addition to the warrant sequences. The District now seeks Board approval of the warrants listed in the attached Exhibits.

RECOMMENDATION

It is recommended that the Board of Trustees approve the warrants issued during the period September 1, 2020 through October 31, 2020 and ratify the contracts entered into leading to such payments.

Attachments:

A: September 2020 Warrants

B: October 2020 Warrants

Check Num	Check Date	Vendor Name	Check Amount	Description
<u>District Accounts Payable</u>				
0085574	09/01/20	U.S. Bank National Association ND, .	198,947.34	Districtwide Procurement Card Payment
0085577	09/01/20	American Federation of Teachers	47,285.08	Monthly Union Dues
0085580	09/01/20	BankMobile Technologies, Inc.	185,445.01	Financial Aid Disbursement
0085583	09/01/20	Carolina Biological Supply Company	27,090.10	Skyline Instructional Kits Purchases
0085585	09/01/20	CDW LLC	102,683.57	Districtwide IT Networking Equipment Purchases and Server Replacement
0085589	09/01/20	Home Depot USA Inc.	34,255.88	Districtwide Facilities Custodial Supplies Purchases
0085597	09/01/20	Oracle America, Inc.	15,225.00	Districtwide ITS Software Update License and Support Services
0085599	09/01/20	Quality Education Consultants, LLC	12,500.00	Cañada Grant Related Consulting Services
0085606	09/01/20	VALIC Retirement Services Company	253,599.27	Monthly Tax Sheltered Annuities Employee Contribution
0085607	09/01/20	W.E. Lyons Construction CO.	262,358.42	Cañada Vista Envelope Repair Project
0085619	09/08/20	BankMobile Technologies, Inc.	163,433.01	Financial Aid Disbursement
0085621	09/08/20	CalPERS	1,699,735.92	Monthly Health Insurance Premium
0085627	09/08/20	Gordon Kenny Realty, Inc.	40,000.00	Cañada Vista Operational Expenses Advancement
0085634	09/08/20	School Project for Utility Rate Reduction (SPURR)	26,166.00	Utilities
0085644	09/15/20	Santamaria, Carlos J.	12,500.00	CSM Grant Related Consulting Services
0085648	09/15/20	Apple Computer, Inc	43,643.37	Districtwide Computer Purchases
0085650	09/15/20	BankMobile Technologies, Inc.	2,185,897.02	Financial Aid Disbursement
0085652	09/15/20	CDW LLC	10,945.62	CSM and Cañada IT Networking Equipment Purchases
0085653	09/15/20	CIS, Inc	53,452.00	Cañada Construction Project Inspection Services
0085658	09/15/20	Home Depot USA Inc.	14,694.20	COVID-19 Related and Facilities Custodial Supplies Purchases
0085659	09/15/20	Chen, Gang	12,220.00	International Students Recruitment Services Fees
0085663	09/15/20	LPA Inc.	34,537.45	Skyline Construction Project Design Development Services
0085666	09/15/20	One Workplace L. Ferrari, LLC	120,001.71	Skyline Furniture Purchase
0085668	09/15/20	Sedgwick Claims Management Services. Inc.	33,465.09	Replenish Workers' Compensation Insurance Fund
0085669	09/15/20	SM County Community College District	22,547.25	Replenish Flex Spending Account
0085671	09/15/20	SMCCCD Bookstore	263,343.05	Bookstore Monthly Student Fees Reimbursement
0085672	09/15/20	Statewide Educational Wrap-Up Program	66,628.96	CSM Construction Project Insurance
0085673	09/15/20	Tango Card Nebraska, Inc.	15,000.00	Cañada Gift Cards for Food Insecurity Grant
0085674	09/15/20	Tango Card Nebraska, Inc.	102,950.00	Skyline and CSM Gift Cards for Food Insecurity and Promise Grant
0085680	09/15/20	Young Electric Company, Co.	73,951.60	Districtwide Various Electrical Projects
0085681	09/17/20	Tango Card Nebraska, Inc.	45,750.00	Skyline Gift Cards for Food Insecurity Grant
0085686	09/22/20	BankMobile Technologies, Inc.	280,452.70	Financial Aid Disbursement
0085698	09/22/20	Home Depot USA Inc.	12,730.60	Districtwide COVID-related And Facilities Custodial Supplies Purchases
0085711	09/22/20	Schneider Electric Buildings Americas, Inc.	53,959.76	Districtwide Facilities Management Systems Maintenance and Repair Service
0085712	09/22/20	Tango Card Nebraska, Inc.	23,200.00	Cañada Gift Cards for Promise Grant
0085726	09/29/20	Advance Soil Technology Inc.	18,804.00	Skyline Geotechnical Testing and Consulting Services
0085728	09/29/20	Allana Buick & Bers, Inc.	65,285.00	Cañada Construction Project
0085730	09/29/20	BankMobile Technologies, Inc.	287,619.51	Financial Aid Disbursement
0085731	09/29/20	Blach Construction Company	3,369,201.30	Cañada Construction Project
0085733	09/29/20	CIS, Inc	48,797.00	Cañada Construction Project Inspection Services
0085736	09/29/20	Gordon Kenny Realty, Inc.	40,000.00	College Vista Operational Expenses Advancement
0085738	09/29/20	Home Depot USA Inc.	44,383.37	Skyline and CSM COVID-relate And Facilities Custodial Supplies
0085743	09/29/20	Netronix Integration, Inc.	16,870.69	CSM Security Cameras Purchase and Installation Services
0085746	09/29/20	Oracle America, Inc.	21,941.87	Districtwide ITS Software Update License and Support Services
0085747	09/29/20	San Mateo County Schools Insurance Group	188,159.00	Monthly Dental and Vision Insurance Premiums
0085750	09/29/20	Siemens Industry, Inc.	42,825.00	Districtwide Fire Alarm Systems Annual Inspection Services
0085751	09/29/20	Signet Testing Laboratories, Inc.	36,440.22	Cañada Construction Project Testing and Inspection Services
0085752	09/29/20	Symplcity Corporation	10,491.52	Districtwide Student and Employee Title IX Case License Renewal
521484	09/01/20	Calif Water Service Co	27,494.41	Utilities
521485	09/01/20	W.E. Lyons Construction CO.	13,808.37	Cañada Vista Envelope Repair Project
521536	09/01/20	LPAS, Inc.	20,586.65	Skyline Construction Projects Architectural Services
521549	09/01/20	One Diversified, LLC	72,296.17	Districtwide AV Equipment Purchases
521554	09/01/20	Presido Networked Solutions Group LLC	15,591.51	Districtwide Server Replacement
521561	09/01/20	RJMS Corporation	25,189.43	Facilities Electrical Vehicles Purchase
521563	09/01/20	Scenario Learning, LLC	11,639.00	Districtwide Student Online Education Training Services
521564	09/01/20	Severin Intermediate Holdings, LLC	38,172.99	HR Recruiting Services Software Annual Fee
521573	09/01/20	Strawn Construction Inc.	264,396.40	Skyline Portables Installation and Replacement Project
521579	09/01/20	TRC Engineers, Inc.	24,367.50	Districtwide Solar and Energy Storage Geotechnical Services
521596	09/01/20	Division of the State Architect	55,615.26	Cañada Construction Project DSA Plan Review Fee
521611	09/01/20	Strawn Construction Inc.	13,915.60	Skyline Portables Installation and Replacement Project
521619	09/01/20	U.S. Postal Services	85,521.08	Skyline Workforce Postcard Mailing Services
521622	09/01/20	VALIC	22,183.33	Monthly Tax Sheltered Annuities Employee Contribution
521632	09/08/20	BrightView Tree Care Services, Inc.	59,300.00	CSM Tree Removal Services
521658	09/08/20	Jostens, Inc.	10,463.29	Skyline Graduation Materials Purchase
521712	09/15/20	BetterGIS, Inc.	19,000.00	Landmark Software Annual License and Support
521724	09/15/20	City of Redwood City	21,978.94	Utilities
521726	09/15/20	City of San Bruno	28,148.11	Utilities
521728	09/15/20	Comm College League/Calif	28,349.95	Skyline Library Database Annual Subscriptions
521729	09/15/20	Constellation NewEnergy, Inc.	65,430.17	Utilities
521737	09/15/20	DHE Computer Systems, LLC	18,257.19	CSM Grant Related Expenses
521765	09/15/20	LPAS, Inc.	10,275.00	Skyline Construction Projects Architectural Services
521777	09/15/20	One Diversified, LLC	17,727.72	Districtwide AV Equipment Purchases
521779	09/15/20	Pacific Gas & Electric Co	26,778.30	Utilities
521781	09/15/20	Pacific Gas & Electric Co	45,198.51	Utilities
521791	09/15/20	Presido Networked Solutions Group LLC	340,862.47	Districtwide Server Replacement
521805	09/15/20	San Francisco State University	18,085.96	Skyline Engineering Transfer Bridge Program related services
521816	09/15/20	SVAM International, Inc.	12,180.00	International Consultant Services
521817	09/15/20	Tact, L3C	10,500.00	Districtwide MogliSMS Software Annual License Fee
521832	09/15/20	The Guardian Life Insurance Company	56,017.85	Monthly Life Insurance Premium

Check Num	Check Date	Vendor Name	Check Amount	Description
521840	09/22/20	A.C.C.J.C., WASC	25,593.00	Cañada Annual Membership Dues
521841	09/22/20	A.C.C.J.C., WASC	25,593.00	CSM Annual Membership Dues
521868	09/22/20	CST Industries, Inc.	64,293.00	CSM Planetarium Dome Repair Services
521882	09/22/20	Harry L. Murphy, Inc	15,208.80	Skyline Flooring Demolition and Installation Services
521890	09/22/20	Iron Mountain Inc.	11,876.20	Districtwide Records and Data Shredding Services
521909	09/22/20	One Diversified, LLC	39,563.31	Districtwide AV Equipment Purchases
521910	09/22/20	Pacific Gas & Electric Co	18,990.58	Utilities
521911	09/22/20	Pasadena Area Community City College District	50,000.00	District CA Higher Education Innovation Grant related services
521915	09/22/20	Presido Networked Solutions Group LLC	36,015.11	Districtwide Server Replacement
521921	09/22/20	Reliable Concepts Corporation	54,630.00	Skyline Building Repair Projects
521933	09/22/20	Strata Information Group	58,750.00	Monthly Districtwide IT Management Services
521934	09/22/20	Strawn Construction Inc.	540,471.15	Skyline Portables Installation and Replacement Project
521942	09/22/20	Verizon Wireless Services, LLC	11,483.59	Cañada Mobile Phone and Hotspot Services
521950	09/22/20	Red Wing Brands of America, Inc.	16,568.70	Districtwide Facilities Work Shoes Purchases
521951	09/22/20	Strawn Construction Inc.	28,445.85	Skyline Portables Installation and Replacement Project
521952	09/22/20	Verde Design Inc.	11,691.00	Cañada Architectural Services
521960	09/29/20	Ann Kennedy Group, Inc.	14,436.31	Bond Related Consulting Services
521961	09/29/20	AT&T/MCI	11,851.32	Districtwide Telephone Services
521969	09/29/20	BrightView Tree Care Services, Inc.	15,400.00	CSM Tree Removal Services
521972	09/29/20	Carahsoft Technology Corporation	10,043.00	Districtwide SAP Enterprise Maintenance and Support Services
521979	09/29/20	Comm College League/Calif	35,217.00	Cañada Library Database Annual Subscriptions and CCLC Membership
521980	09/29/20	Constellation NewEnergy, Inc.	70,011.98	Utilities
521989	09/29/20	Galeb Paving, Inc.	1,144,616.05	CSM Construction Services
522025	09/29/20	Penguin Random House, LLC.	12,500.00	Skyline Grant Related Consulting Services
522028	09/29/20	Presido Networked Solutions Group LLC	321,087.58	Districtwide Server Replacement
522031	09/29/20	Reliable Concepts Corporation	54,030.00	Skyline Building Repair Projects
522036	09/29/20	Sol Ecology, Inc.	13,716.08	CSM Biological Consulting Services
522039	09/29/20	Strategic Energy Innovations	73,750.00	Districtwide Sustainability Fellowship Program Services
522044	09/29/20	TRC Engineers, Inc.	60,525.00	Districtwide Solar and Energy Storage Geotechnical Services
522057	09/29/20	Galeb Paving, Inc.	24,310.00	CSM Construction Services
522058	09/29/20	Galeb Paving, Inc.	29,932.95	CSM Construction Services
522060	09/29/20	Blach Construction Company	176,596.69	Cañada Construction Project

District Payroll Disbursement (excluding Salary Warrants)

J2100450	09/01/20	EDD - State Payroll Tax	437,696.62	State Payroll Tax
J2100450	09/01/20	US Treasury - Federal Payroll Tax	2,062,377.88	Federal Payroll Tax
J2100445	09/04/20	State Teacher Retirement - Defined Benefit	1,228,217.88	STRS Retirement-Defined Benefit 95%
J2100506	09/10/20	PERS Retirement	1,377,776.73	PERS Retirement Advance
J2100526	09/10/20	State Teacher Retirement - Cash Balance	32,899.06	STRS Retirement-Cash Balance
J2100595	09/15/20	State Teacher Retirement - Defined Benefit	60,497.93	STRS Retirement-Defined Benefit Bal
J2100556	09/16/20	EDD - State Payroll Tax	10,703.98	State Payroll Tax
J2100654	09/16/20	Mass Mutual 457	47,558.01	Tax Annuity
J2100556	09/16/20	US Treasury - Federal Payroll Tax	114,057.78	Federal Payroll Tax
J2100750	09/22/20	PERS Retirement	16,096.49	PERS Retirement Balance

SMCCCD Bookstores

120282	09/10/20	American Express	13,917.89	Purchase of Inventory
120289	09/10/20	Cengage Learning	10,565.41	Purchase of Inventory
120307	09/10/20	MacMillan Publishing USA	11,113.16	Purchase of Inventory
120308	09/10/20	Marianna Industries Inc	35,672.81	Purchase of Inventory
120309	09/10/20	MBS Textbook Exchanges	10,610.21	Purchase of Inventory
120311	09/10/20	McGraw Hill Education PE	18,345.00	Purchase of Inventory
120321	09/10/20	SM CC College District	168,314.51	Salaries and Benefits July 2020
120330	09/10/20	Xerox Corporation	16,876.66	Purchase of Inventory
EFT 11699	09/22/20	CDTFA	35,254.14	Sales Tax Prepayment August 2020

Subtotal	21,006,494.02	96%
Warrants Issued ≤ \$10,000	959,140.60	4%
Total Non-Salary Warrants Issued	<u>21,965,634.62</u>	100%

District Accounts Payal	Ck#521470-522063, DD85571-85755	16,533,299.29
District Payroll	Ck#152808-153280, DD50206268-50207983	14,113,241.07
SMCCCD Bookstores	CK#120278-120330, EFT 11699	405,247.57
Total Warrants Including Salaries September 2020		<u>31,051,787.93</u>

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
October 1 - 31, 2020
WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
<u>District Accounts Payable</u>				
I0085764	10/06/20	U.S. Bank National Association ND, .	224,771.31	Districtwide Procurement Card Payment
I0085766	10/06/20	American Federation of Teachers	69,003.57	Monthly Union Dues
I0085769	10/06/20	BankMobile Technologies, Inc.	172,675.56	Financial Aid Disbursement
I0085771	10/06/20	CalPERS	1,687,120.95	Monthly Health Insurance Premium
I0085778	10/06/20	Home Depot USA Inc.	76,084.53	COVID-19 Related Cleaning Equipment and Materials Purchases
I0085779	10/06/20	Linguabee LLC	10,803.50	Skyline and CSM Student Sign Language Interpreting Services
I0085783	10/06/20	Oracle America, Inc.	15,631.99	Districtwide ITS Software Upgrade
I0085785	10/06/20	Research Foundation of The City University of New York	50,000.00	Skyline ASAP Replication Technical Assistance Services
I0085786	10/06/20	School Project for Utility Rate Reduction (SPURR)	24,212.90	Utilities
I0085787	10/06/20	Sedgwick Claims Management Services. Inc.	35,123.93	Replenish Workers' Compensation Insurance Fund
I0085788	10/06/20	Siemens Industry, Inc.	48,286.00	Districtwide Fire Alarm Systems Annual Inspection Services
I0085791	10/06/20	SMCCCD Bookstore	70,119.64	Districtwide Loan to Own Program and Monthly Student Fees Reimbursement
I0085795	10/06/20	VALIC Retirement Services Company	278,499.27	Monthly Tax Sheltered Annuities Employee Contribution
I0085801	10/13/20	A. Lange Consulting, LLC	13,600.00	Districtwide Reporting and Data Analysis Consulting Services
I0085804	10/13/20	BankMobile Technologies, Inc.	193,456.00	Financial Aid Disbursement
I0085805	10/13/20	CCT Technologies, Inc.	109,812.20	Districtwide ITS Software Upgrade
I0085806	10/13/20	CDW LLC	18,309.36	Districtwide Computer Purchases
I0085812	10/13/20	Goombah's Embroidery	31,893.43	Districtwide Facilities Uniform Purchase
I0085815	10/13/20	Home Depot USA Inc.	65,854.91	COVID-19 Related Cleaning Equipment and Materials Purchases
I0085819	10/13/20	Noll & Tam Architects	70,199.85	Cañada Construction Documents Approval from DSA Services
I0085824	10/13/20	Schneider Electric Buildings Americas, Inc.	17,551.92	Districtwide Facilities Management Systems Maintenance and Repair Service
I0085825	10/13/20	Siemens Industry, Inc.	26,335.50	Skyline Fire Safety Related Project
I0085826	10/13/20	SM County Community College District	23,985.96	Replenish Flex Spending Account
I0085827	10/13/20	Swinerton Builders	136,677.00	Construction Program Management Services
I0085828	10/13/20	Tango Card Nebraska, Inc.	96,050.00	Districtwide Gift Cards for Promise and Food Insecurity Grant
I0085829	10/13/20	ThyssenKrupp Elevator Corporation	22,574.91	Districtwide Elevators Maintenance and Repair Services
I0085852	10/20/20	Santamaria, Carlos J.	12,500.00	CSM Grant Related Consulting Services
I0085861	10/20/20	BankMobile Technologies, Inc.	182,531.50	Financial Aid Disbursement
I0085862	10/20/20	Blach Construction Company	4,074,267.63	Cañada Construction Project
I0085863	10/20/20	CIS, Inc	58,162.00	Cañada and CSM Construction Project Inspection Services
I0085864	10/20/20	Coulter Construction Inc.	58,476.00	Skyline Construction Project
I0085865	10/20/20	Dell Marketing LP	110,007.80	Districtwide Computer Purchases
I0085866	10/20/20	Energy Mechanix, Inc.	11,125.90	Skyline Ice Cube Machine Repair Services
I0085871	10/20/20	Gordon Kenny Realty, Inc.	40,000.00	Cañada Vista Operational Expenses Advancement
I0085872	10/20/20	Home Depot USA Inc.	17,414.37	COVID-19 Related Cleaning and Facilities Equipment and Materials Purchases
I0085876	10/20/20	Linguabee LLC	12,809.90	Skyline and CSM Student Sign Language Interpreting Services
I0085878	10/20/20	One Workplace L. Ferrari, LLC	271,443.70	Districtwide Furniture Fixtures Purchases
I0085879	10/20/20	Quality Education Consultants, LLC	12,500.00	Cañada Grant Related Consulting Services
I0085882	10/20/20	Signet Testing Laboratories, Inc.	13,957.33	Cañada Construction Project Testing and Inspection Services
I0085883	10/20/20	Tango Card Nebraska, Inc.	55,350.00	Skyline Gift Cards for Food Insecurity Grant
I0085887	10/20/20	W.E. Lyons Construction CO.	167,156.82	Cañada Vista Envelope Repair Project
I0085894	10/20/20	Young Electric Company, Co.	12,450.00	Skyline Electrical Projects
I0085902	10/27/20	BankMobile Technologies, Inc.	176,962.00	Financial Aid Disbursement
I0085913	10/27/20	Home Depot USA Inc.	43,404.61	COVID-19 Related Cleaning Equipment and Materials Purchases
I0085917	10/27/20	LPA Inc.	34,505.00	Skyline Construction Structural Redesign Services
I0085918	10/27/20	McCarthy Holdings Inc.	233,983.00	Cañada Construction Project
I0085926	10/27/20	San Mateo County Schools Insurance Group	187,960.00	Monthly Dental and Vision Insurance Premiums
I0085929	10/27/20	Tango Card Nebraska, Inc.	21,825.00	Cañada Gift Cards for Food Insecurity Grant
I0085931	10/27/20	McCarthy Holdings Inc.	12,315.00	Cañada Construction Project
I0085933	10/27/20	Western Allied Mechanical Inc.	69,393.83	Skyline and CSM Mechanical Projects
I22064	10/06/20	A.C.C.J.C., WASC	25,593.00	Skyline Membership Annual Dues
I22070	10/06/20	BLX Group LLC	10,000.00	Annual Bond Arbitrage Calculation Service Fees
I22080	10/06/20	Comm College League/Calif	18,000.00	Districtwide Membership Annual Dues
I22091	10/06/20	Digital Scepter Corporation	35,964.00	District ITS Consulting and Subscription Services
I22094	10/06/20	Enco Systems Inc.	11,075.94	KCSM Broadcast Hardware and Software Purchase
I22097	10/06/20	Fallen Leaf Films	15,000.00	CSM Facility Maintenance Video Production Services
I22100	10/06/20	GeoWing Mapping, Inc.	22,000.00	Districtwide Thermal and Imagery Mapping Services
I22127	10/06/20	One Diversified, LLC	101,229.04	Districtwide AV Equipment Purchase
I22133	10/06/20	Piedmont Plastics, Inc.	22,896.45	COVID-19 Related Materials Purchases
I22137	10/06/20	Reentry Connect Technologies	30,000.00	Cañada Database Platform to Connect Formerly Incarcerated Integration Services
I22144	10/06/20	Sedgwick Claims Management Services. Inc.	27,947.25	Workers' Comp Quarterly Administration Fees
I22163	10/06/20	Associated Std -Canada	24,833.88	Quarterly Student Fees Reimbursement
I22164	10/06/20	Associated Std-CSM	34,759.72	Quarterly Student Fees Reimbursement
I22165	10/06/20	Associated Std-Skyline	42,159.69	Quarterly Student Fees Reimbursement
I22168	10/06/20	C S E A	18,943.53	Monthly Union Dues
I22194	10/06/20	U.S. Postal Services	10,000.00	Skyline Postage Purchase
I22203	10/06/20	VALIC	21,183.33	Monthly Tax Sheltered Annuities Employee Contribution
I22211	10/13/20	Atlas Pellizzari Electric, Inc.	58,964.00	Skyline Electrical Project
I22223	10/13/20	City of San Bruno	30,730.60	Utilities
I22225	10/13/20	Constellation NewEnergy, Inc.	40,602.67	Utilities
I22227	10/13/20	Crowe LLP	58,600.00	Districtwide Audit Services
I22228	10/13/20	D & B Power Associates, Inc.	57,437.78	District ITS Equipment and Software Purchase
I22229	10/13/20	Digital Scepter Corporation	19,500.00	District ITS Cloud Implementation Services
I22232	10/13/20	Engineerica Systems, Inc.	27,325.00	District ITS Software Annual Subscription
I22236	10/13/20	Floyd, Kay A.	11,540.00	CSM Grant Related Consulting Services
I22239	10/13/20	GeoWing Mapping, Inc.	15,000.00	Districtwide Thermal and Imagery Mapping Services
I22243	10/13/20	Harry L. Murphy, Inc	13,839.60	Skyline Carpet Replacement Project
I22255	10/13/20	LPAS, Inc.	106,026.75	Skyline Construction Related Services
I22256	10/13/20	Maduafokwa, Ugochukwu M.	14,989.00	Skyline Student Refund
I22261	10/13/20	One Diversified, LLC	22,074.16	Skyline AV Equipment Purchase
I22263	10/13/20	Pacific Gas & Electric Co	41,731.33	Utilities
I22271	10/13/20	Presidio Networked Solutions Group LLC	23,679.80	Districtwide ITS Server Replacement Project Purchases
I22301	10/13/20	The Guardian Life Insurance Company	56,849.27	Monthly Life Insurance Premium
I22314	10/20/20	Ann Kennedy Group, Inc.	10,310.00	Districtwide Bond Related Training and Program Management Services
I22321	10/20/20	Atlas Pellizzari Electric, Inc.	116,579.00	Skyline Electrical Projects
I22324	10/20/20	Bay Area Bioscience Education Community	26,250.00	Skyline BioSCOPE Grant Related Project Management Services
I22327	10/20/20	Calif Water Service Co	52,496.57	Utilities
I22328	10/20/20	Calif Water Service Co	40,437.75	Utilities
I22339	10/20/20	City of Redwood City	19,469.35	Utilities

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
October 1 - 31, 2020
WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

Check Num	Check Date	Vendor Name	Check Amount	Description
522340	10/20/20	Comm College League/Calif	25,603.86	Cañada Library Video Subscriptions
522342	10/20/20	Constellation NewEnergy, Inc.	38,206.67	Utilities
522371	10/20/20	Interface Engineering Inc.	24,000.00	Districtwide Emergency Generators Project
522377	10/20/20	Lake Tahoe Community College District	50,000.00	District Promise Scholars Program Subgrant Services
522390	10/20/20	Pacific Gas & Electric Co	27,471.19	Utilities
522392	10/20/20	Pacific Gas & Electric Co	14,648.98	Utilities
522412	10/20/20	San Luis Obispo County CCD	50,000.00	District Promise Scholars Program Subgrant Services
522418	10/20/20	Strata Information Group	58,750.00	Monthly Districtwide Professional & Management Services
522438	10/20/20	Blach Construction Company	212,820.88	Cañada Construction Project
522447	10/27/20	Agresti Electric Inc.	21,597.00	Skyline Electrical Project
522457	10/27/20	AT&T/MCI	13,745.84	Districtwide Telephone Services
522461	10/27/20	Bunton Clifford and Associates, Inc.	130,015.64	Cañada Construction Related Services
522475	10/27/20	Hit Labs, Inc.	19,500.00	District ITS Annual License
522483	10/27/20	One Diversified, LLC	15,675.16	Districtwide AV Equipment Purchase
522491	10/27/20	San Francisco State University	37,384.63	Cañada Grant Related Services
522502	10/27/20	The Scion Group LLC	15,000.00	Districtwide Student Housing Study Services
522508	10/27/20	Verde Design Inc.	16,477.30	Cañada and Skyline Landscape Design Related Services

District Payroll Disbursement (excluding Salary Warrants)

J2100837	10/01/20	US Treasury - Federal Payroll Tax	2,452,357.73	Federal Payroll Tax
J2100837	10/01/20	EDD - State Payroll Tax	547,421.10	State Payroll Tax
J2100837	10/01/20	EDD - State Payroll Tax	23,062.29	State Tax-Disability Insurance
J2100840	10/02/20	State Teacher Retirement - Defined Benefit	1,366,240.68	STRS Retirement-Defined Benefit 95%
J2100883	10/06/20	Mass Mutual 457	47,858.01	Tax Annuity
J2100928	10/09/20	PERS Retirement	1,388,727.72	PERS Retirement Advance
J2100965	10/13/20	State Teacher Retirement - Cash Balance	90,965.18	STRS Retirement-Cash Balance
J2100966	10/14/20	State Teacher Retirement - Defined Benefit	71,409.78	STRS Retirement-Defined Benefit Bal
J2100967	10/16/20	US Treasury - Federal Payroll Tax	136,828.18	Federal Payroll Tax
J2100967	10/16/20	EDD - State Payroll Tax	12,047.46	State Payroll Tax
J2101113	10/23/20	EDD - State Payroll Tax	17,466.71	State Tax-Unemployment Insurance
J2101168	10/23/20	PERS Retirement	18,882.20	PERS Retirement Balance

SMCCCD Bookstores

120342	10/14/20	Cengage Learning	15,168.51	Purchase of Inventory
120351	10/14/20	Hands on Lab	19,368.81	Purchase of Inventory
120355	10/14/20	MacMillan Publishing USA	16,262.28	Purchase of Inventory
120362	10/14/20	MPS	25,331.28	Purchase of Inventory
120369	10/14/20	Readycare/Frio	11,800.00	Purchase of Inventory
120377	10/14/20	SM CC College District	188,858.16	Salaries and Benefits August 2020
120378	10/14/20	SM CC College District	255,070.25	Procurement card April and May 2020
EFT 82433	10/30/20	CDTFA	14,418.22	Sales Tax Prepayment September 2020
Subtotal			18,305,595.74	96%
Warrants Issued ≤ \$10,000			701,106.67	4%
Total Non-Salary Warrants Issued			19,006,702.41	100%

District Accounts Payab	Ck#522064-522512, DD85757-85936	12,442,953.55
District Payroll	Ck#153281-153818, DD50207984-50209751	14,843,775.67
SMCCCD Bookstores	CK#120331- 203900, EFT 82433	615,981.37
Total Warrants Including Salaries October 2020		27,902,710.59

BOARD REPORT NO. 20-12-101B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff – 574-6510

SETTING OF BOARD OF TRUSTEES MEETING DATES FOR 2021

The Board annually sets meeting dates for the next calendar year. Board Policy 1.40 states that “the regular meetings of the Board shall normally be held on the second and fourth Wednesday of each month” and that “the date, time and place of the regular meeting may be changed by action of the Board.”

Traditionally, the Board holds only one meeting in May, August, November and December due to a large number of events and/or holidays. Additionally, the Board holds an annual retreat on a Saturday in February rather than holding a meeting on the second Wednesday of the month.

On occasion, the Board may change a scheduled meeting date due to unforeseen circumstances. In such instances, the change will be noted in advance of the meeting.

The following shows proposed dates for the 2021 meetings. The Board will discuss this schedule and come to an agreement on any changes.

January 13 and January 27
February 6 (Retreat) and February 24
March 10 and March 24
April 14 and April 28
May 12
June 9 and June 23
July 14 and July 28
August 25
September 9 (first Thursday to avoid conflict with Rosh Hashanah) and September 22
October 13 and October 27
November 10
December 15 (third Wednesday to comply with organizational meeting requirements)

RECOMMENDATION

It is recommended that the Board review the proposed Board of Trustees meeting dates and approve the calendar for 2021.

BOARD REPORT NO. 20-12-102B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: José D. Nuñez, Vice Chancellor, Facilities Planning and Operations, 358-6836
Chris Strugar-Fritsch, Director of Capital Projects, 378-7342

**APPROVAL OF CONTRACT AWARD FOR
SKYLINE COLLEGE BUILDING 19 SWING SPACE PROJECT**

The 2015 Facilities Master Plan Amendment identified Skyline Building 19 (SKYB19) as needing modernization/renovation in order to function as swing space for programs including the Health and Wellness Center, the Assessment Center in Skyline Building 2 (SKYB2), during State funded modernization. Network Engineering Technologies (NETX) lab classrooms, the Global Learning Services Program (GLPS), Passport Offices and the Information Technology Services (ITS) staff offices will relocate permanently from SKYB2 to SKYB19 as part of this project. A comprehensive replacement of the dissimilar fire alarm systems for both SKYB19 and SKYB20, the adjacent accessible restroom building is included in the scope of work. This project is covered under the approved Program Stabilization Agreement amended by the Board of Trustees on March 16, 2016 (Board Report 16-3-103B).

LPAS Architecture was hired to work with the College administration, faculty and staff, as well as with Facilities, to program and design the project to best meet both the temporary and permanent needs of the relocating departments within the confines of the existing building structure. The architect completed the design plans and specifications, submitted those to the Division of the State Architect, obtained final approval and issued the DSA approved documents for bidding.

The Facilities Planning Department with support from Swinerton Management & Consulting, advertised this construction opportunity (Bid #86830) to B licensed General Building contractors through the District's online bid portal and a formal Advertisement to Bid was published in a local newspaper for two consecutive weeks on October 29, 2020 and November 5, 2020. Five (5) general contractors attended the optional pre-bid conference call and virtual job walk held on November 6, 2020.

On November 19, 2020 the District received four (4) bids for the project as follows:

Contractor	Total Bid
Build Group, Inc.	\$2,270,500
Strawn Construction, Inc.	\$2,414,000
Coulter Construction, Inc.	\$2,576,399
Rodan Builders	\$2,620,918

Staff conducted its due diligence investigation of the bid results. Build Group, Inc. was the apparent low bidder. However, their bid was deemed non-responsive because they failed to submit a completed Bid Form (Document 00 41 00) with their bid. The apparent second lowest bidder, Strawn Construction, Inc., was therefore deemed the lowest responsive responsible bidder and meets all the requirements of the project.

This project will be funded by Measure H general obligation bonds.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor or designee to execute a contract with Strawn Construction, Inc. for the Skyline College Building 19 Swing Space Project, Bid #86830, in an amount not-to-exceed \$2,414,000.00, which includes an owner contingency of 10% of the contract award.

BOARD REPORT NO. 20-12-103B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff – 574-6510

**APPROVAL OF DISTRICT'S RESPONSE TO SAN MATEO CIVIL GRAND JURY REPORT
RELATING TO RANSOMWARE**

On October 7, 2020, the San Mateo County Civil Grand Jury issued a report entitled: "Ransomware: It Is Not Enough To Think You Are Protected." In this report (which can be accessed at http://www.sanmateocourt.org/documents/grand_jury/2019/ransomware.pdf), the Grand Jury outlines general risks of Ransomware attacks and provides findings and offers recommendations for public agencies to become aware of and protect against these risks.

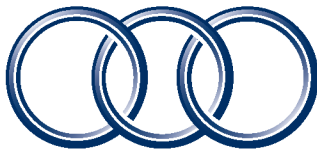
The Grand Jury provided this report to all public agencies within the County and asked that each respective agency review the report and respond to the findings and recommendations by January 5, 2021. The response further requires the District's response be approved by the Board of Trustees at a public meeting.

District staff have reviewed the report and the Chancellor has directed the Chief Technology Officer to begin a confidential review of the items outlined in the report. A briefing of this confidential review and a corresponding confidential report will be provided to the Board of Trustees by June 30, 2021.

The Chancellor's draft response on behalf of the District is attached and is offered to the Board for its consideration and approval.

RECOMMENDATION

It is recommended that the Board approve the Chancellor's attached response, on behalf of the District, to the San Mateo County Civil Grand Jury.



DRAFT

December 15, 2020

Via Email to grandjury@sanmateocourt.org

The Honorable Danny Y. Chou
Judge
San Mateo County Superior Court
c/o Jenarda Dubois
Hall of Justice
400 County Center; 2nd Floor
Redwood City, CA 94063-1655

RE: Response to the 2019-2020 Grand Jury Report entitled "Ransomware: It Is Not Enough To Think You Are Protected."

Dear Judge Chou:

The San Mateo County Community College District ("the District") has received and reviewed the 2019-2020 Grand Jury Report entitled "Ransomware: It Is Not Enough To Think You Are Protected." We appreciate the Grand Jury's interest in this matter. Having reviewed and considered the Grand Jury's Findings and Recommendations, the District responds below pursuant to section 933.05 of the California Penal Code.

Please be advised that the District presented the Grand Jury Report to its Board of Trustees, and the District's Board approved these responses, on December 14, 2020.

In its report, the Grand Jury delivered eight findings and the District provides the following responses:

Finding 1. Ransomware is a real and growing threat to public entities including those in San Mateo County.

District Response: *The District agrees with this finding.*

Finding 2. Across the country, local governments and schools represent 12% of all Ransomware attacks.

District Response: *The District lacks information to fully agree or disagree with this finding given that it did not conduct the research related to this Report. The District, however, accepts the Grand Jury's finding for the purposes of this Response.*

Finding 3. The direct and indirect costs of Ransomware can be significant.

***District Response:** The District agrees with this finding.*

Finding 4. Cybersecurity reviews and assessments, and an updated, well-executed Cybersecurity plan, are critical components of IT security strategy.

***District Response:** The District agrees with this finding.*

Finding 5. A comprehensive Cybersecurity plan should include, at a minimum, information concerning prevention steps, spam and malware software, and backups and full recovery testing.

***District Response:** The District agrees with this finding.*

Finding 6. The identification of phishing attempts, including the use of spam filters, is an important component to protecting an IT system from Ransomware attacks.

***District Response:** The District agrees with this finding.*

Finding 7. Testing a full restore of a server to ensure that backups are reliable should be undertaken regularly as part an entity's backup plan to recover lost information.

***District Response:** The District lacks information to fully agree or disagree with this finding given that it did not conduct the research related to this Report. The District, however, accepts the Grand Jury's finding for the purposes of this Response.*

Finding 8. Training of new employees, and the recurring training of existing employees, is an important component of defense against Ransomware.

***District Response:** The District agrees with this finding.*

Further, the Grand Jury has offered the following recommendations who which it has asked the District to respond:

Recommendation 1. Each of the governmental entities in San Mateo County with an IT department or IT function (whether in-house, handled by another government unit or outsourced to a private enterprise) as listed in Appendix F, should by November 30, 2020, make a request for a report from their IT organization that addresses the concerns identified in the report, specifically:

1. System Security (Firewalls, Anti-malware/Antivirus software, use of subnets, strong password policies, updating/patching regularly)
2. Backup & Recovery (In the event of an attack, can you shut down your system quickly? What is being backed up, how it is being backed up, when are backups run, and where are the backups being stored? Have backups been tested? Can you fully restore a Server from a backup?)

3. Prevention (turning on email filtering, setting up message rules to warn users, providing employee training on phishing and providing a reporting system to flag suspect content)

District Response: *The Chancellor has directed the District's Chief Technology Officer to prepare a confidential report which addresses the issues outlined above.*

Recommendation 2. These confidential internal reports should be provided to the governing body by June 30, 2021. This report should describe what actions have already been taken and which will be given timely consideration for future enhancements to the existing cybersecurity plan.

District Response: *The District intends to prepare and provide a confidential report to the District's Board of Trustees by June 30, 2021.*

Recommendation 3. Given the results of their internal reports, governmental entities may choose to request further guidance by means of a Cybersecurity review from the U.S. Department of Homeland Security and/or a cyber hygiene assessment from the County Controller's Office.

District Response: *The District will implement this Recommendation if warranted and appropriate based on the results of the District's confidential internal report.*

Recommendation 4. Given the results of their internal reports, governmental entities may choose to ask their IT departments to review their own Cybersecurity Plan with the detailed template provided by the FCC's Cybersecurity Planning Guide and consider customizing it using FCC's Create Custom Cybersecurity Planning Guide tool (see footnote 52).

District Response: *The District will implement this Recommendation if warranted and appropriate based on the results of the District's confidential internal report.*

The District appreciates the work of the Grand Jury and the opportunity to respond to the findings and recommendations of its report. Should the Grand Jury have any questions regarding the District's responses, or need additional information, please let me know.

Sincerely,

Michael E. Claire
Chancellor

BOARD REPORT NO. 20-12-104B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Jonathan Bissell, Executive Director, Community, Continuing & Corporate Education, 650-574-6179
Yanely Pulido, Interim Director, General Services, 650-358-6863

APPROVAL OF CONTRACT AWARD FOR DIGITAL MARKETING SERVICES FOR COMMUNITY, CONTINUING AND CORPORATE EDUCATION

Community, Continuing and Corporate Education (CCCE) serves the community through its not-for-credit Community Education offerings, its Corporate Education services, its Bay Area Pathway Academy programming for youth, and its Silicon Valley Intensive English Program, which provides a matriculation pipeline to our colleges for international students who fall short of the college English language requirements.

The purpose of this Request for Proposal (RFP) was to solicit proposals from qualified advertising and marketing firms to provide digital marketing services to engage broader community and business awareness for Community, Continuing and Corporate Education programs. This shift to ongoing digital marketing continues efforts begun in 2019 to replace print catalogs for Community Education, which cost \$75,000 annually in printing and postage, with more targeted and affordable digital marketing services to benefit the entire department.

For this RFP, CCCE staff identified a range of possible activities to be completed by the vendor, including: create comprehensive digital marketing plan; create a comprehensive social media strategy with an audit, campaign planning and implementation; develop social media posts, photos/videos, boost posts, editorial calendar to address goals; utilize analytics accessing what works and not works, click-through rates and measuring success; create graphics for social media, website and emails, banners, buttons, presentations and prints, ensuring cohesive look and feel across marketing materials-social media, web and email; provide photo editing-cropping, editing, color correction and overlays; develop website and design custom themes, forms, widgets, mobile-friendly, take action links, SEO and analytics; customize mobile app with ease of use functionally; increase video visuals, testimonials and promos; organize target lists by audience, campaign and/or event; provide branded templates-emails, newsletters, updates and registration forms; enhance sign up opportunities with buttons, pop-ups and landing pages, trackable links encouraging newsletter sign-ups, track open rates, click through and conversation for analytic evaluations; and prepare monthly report and monthly results.

On November 2, 2020 the District issued the RFP 86821 for Digital Marketing for Community, Continuing and Corporate Education. An announcement for this business opportunity was released through the District's online bid portal and a formal Advertisement to Bid was published in a local newspaper for two consecutive weeks on November 2, 2020 and November 9, 2020. On November 16, 2020 the District received three (3) proposals for this project as follows:

Firm	Ranking	Overall Combined Rating <i>(5 = Excellent)</i>	Price Proposal
Mapped Digital	1 st	4.8	\$3,150
Graduate Communications	2 nd	4.1	\$3,125
3fold Communications	3 rd	3.7	\$4,050

Monthly amounts listed are capped limits; actual costs may be lower based on specific monthly needs. The RFP Evaluation Committee evaluated the three proposals based on the firm's description of services, work plan to develop and implement effective digital marketing strategies, experience and qualifications, sample work portfolio, cost proposal, and references. The District's RFP Evaluation Committee was comprised of representatives from the District's Community, Continuing and Corporate Education and General Services departments.

The committee decided that Mapped Digital demonstrated the best understanding of the District's objectives and could provide the appropriate resources to produce the required deliverables at a reasonable cost, thus providing the best value to the District.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor, or his designee, to execute a contract with Mapped Digital for Digital Marketing Services for Community, Continuing and Corporate Education project, RFP 86821, in an amount not to exceed \$113,400. This is a three-year contract beginning January 1, 2021 through December 31, 2023, with an option to renew for two additional one-year terms.

BOARD REPORT NO. 20-12-105B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff – 574-6510
Dr. Aaron McVean, Vice Chancellor, Educational Services and Planning

APPROVAL OF REVISIONS TO BOARD POLICY 6.18 – CREDIT BY EXAMINATION

The District Participatory Governance Council has reviewed and advised the Chancellor on revisions to Board Policy 6.18 – Credit by Examination. The Chancellor concurs with the recommended edits to this policy, which includes a substantial re-write and includes a title change to better reflect the intent of the policy, and presents the attached revised policy for the Board's consideration.

RECOMMENDATION

It is recommended that the Board approve the revisions to the above referenced Board Policy as outlined in the attached document.

BOARD POLICY
San Mateo County Community College District

<u>Subject:</u>	6.18 Credit by Examination <u>Credit for Prior Learning</u>
<u>Revision Date:</u>	6/10; Reviewed 1/18; <u>Revised XX</u>
<u>Policy Reference:</u>	Title 5 Sections: <u>55050; 55021; 55023; 55025</u> <u>CA Education Code Sections: 66025.71; 78212</u>

~~The Board shall adopt and publish procedures pertaining to credit by examination in accordance with the provisions of Title 5, Section 55050.~~

- ~~1. The Board may grant credit to any student who satisfactorily passes an examination approved or conducted by appropriate authorities of the College. Such credit may be granted only to a student who is registered at the College and in good standing and only for a course listed in the College Catalog.~~
- ~~2. Faculty will determine which courses are eligible for credit by examination. The list of such courses will be maintained by District administration and be made available across the District.~~
- ~~3. The nature and content of the examination shall be determined solely by faculty in the discipline who normally teach the course for which credit is to be granted. The faculty shall determine that the examination adequately measures mastery of the course content as set forth in the course outline of record. The faculty may accept an examination conducted at a location other than the College for this purpose.~~
- ~~4. A separate examination shall be conducted for each course for which credit is to be granted. Credit may be awarded for prior experience or prior learning only in terms of individually identified courses for which examinations are conducted.~~
- ~~5. A student may challenge a course for credit by examination only one time.~~
- ~~6. The student's academic record shall be clearly annotated to reflect that credit was earned by examination.~~
- ~~7. Grading shall be according to the regular grading system. Students shall be offered a "pass-no-pass" option if that option is ordinarily available for the course.~~
- ~~8. A maximum of 12 units toward an Associate degree or 6 units toward a certificate may be earned by courses for which credit has been earned by examination.~~
- ~~9. Units for which credit is given shall not be counted in determining the twelve (12) semester hours of credit in residence required for an associate degree.~~

(a) The District may charge a student a fee for administering an examination provided the fee does not exceed the enrollment fee which would be associated with enrollment in the course for which the student seeks credit by examination.

The Board shall adopt and publish procedures pertaining to credit for prior in accordance with the provisions of Title V, Section 55050.

1. The governing board may grant credit to any student who satisfactorily passes an assessment approved or conducted by proper authorities of the College. For purposes of this section, "assessment" means the process that faculty undertake with a student to ensure the student demonstrates sufficient mastery of the course outcomes as set forth in the course outline of record. "Sufficient mastery" means having attained a level of knowledge, skill, and information equivalent to that demonstrated generally by students who receive the minimum passing grade in the course.
2. The nature and content of the assessment shall be determined solely by faculty in the discipline who normally teach the course for which credit is to be granted in accordance with policies and procedures approved by the curriculum committee established pursuant to Title V Section 55002. The faculty shall determine that the assessment adequately measures mastery of the course content as set forth in the outline of record. The faculty may accept an assessment conducted at a location other than the College for this purpose.
3. Credit may be awarded for prior experience or prior learning only for individually identified courses with subject matter similar to that of the individual's prior learning, and only for a course listed in the catalog of the community college. Colleges shall consider the credit recommendations of the American Council on Education pursuant to Education Code Section 66025.71. Upon a student's demonstration of sufficient mastery through an examination or assessment, an award of credit should be made, if possible, to California Intersegmental General Education Transfer Curriculum (IGETC), California State University (CSU) General Education (GE) Breadth, and local College general education requirements or requirements for a student's chosen program. Award of credit may be made to electives for students who do not require additional general education or program credits to meet their goals.
4. Credit by Examination: The determination to offer credit by examination rests solely on the discretion of the discipline faculty. A separate examination shall be conducted for each course for which credit is to be granted. Credit may be granted only to a student who is registered at one of the Colleges of the District, and in good standing, and only for a course listed in the catalog of the College.
5. The student's academic record shall be clearly annotated to reflect that credit was earned by assessment of prior learning.
6. Grading shall be according to the regular grading system approved by the governing board pursuant to Title V Section 55023, except that students shall be offered a "pass-no pass" option if that option is ordinarily available for the course.
7. Units for which credit is given pursuant to the provisions of this section shall not be counted in determining the 12 semester hours of credit in residence required for an associate degree.
8. The District may charge a student a fee for administering an examination pursuant to this section, provided the fee does not exceed the enrollment fee which would be associated with enrollment in the course for which the student seeks credit by examination.
9. The policies and procedures adopted by the governing board of a community college district pursuant to this section shall require that a student, upon completion of their educational plan pursuant to California Education Code Section 78212, shall be referred to the college's appropriate authority for assessment of prior learning if the student is a veteran or an active-duty member of the armed forces, holds industry-recognized credentials, or requests credit for a course based on their prior learning.

10. The policies for assessments adopted by the governing board of the District shall offer students an opportunity to accept, decline, or appeal decisions related to the award of credit, and in cases of credit by exam, pursuant to Title V Sections 55021 and 55025.

~~11.~~ 11. The governing board of the District shall review the credit for prior learning policy every three years and report findings to the state Chancellor's Office. Findings shall include data disaggregated by gender and race/ethnicity including the number of students who received credit for prior learning, the number of credits awarded per student, retention and persistence rates of students earning credit for prior learning, completion data (for certificate, degree, and transfer) for students earning credit for prior learning, and qualitative assessments by students of the policies and procedures.

~~2.12.~~ 12. The governing board of each community college district shall incorporate policies pursuant to section 55052 on College Board Advanced Placement examinations and any other districtwide policies governing the award of credit for prior learning to create a comprehensive credit for prior learning policy.

BOARD REPORT NO. 20-12-106B

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

ADOPTION OF RESOLUTION NO. 20-20 HONORING TRUSTEE KAREN SCHWARZ

Karen Schwarz is concluding her service as a member of the San Mateo County Community College District Board of Trustees after six terms spanning 25 years. Trustee Schwarz is a valued and respected leader in the District and community and her service is worthy of celebration and commemoration.

In recognition of her many years of public service in San Mateo County, Resolution No. 20-20 is presented to the Board for its consideration in honoring Trustee Schwarz.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 20-20, honoring Trustee Karen Schwarz and conferring the honor and status of Trustee Emerita.

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

RESOLUTION HONORING TRUSTEE KAREN SCHWARZ

WHEREAS, Karen Schwarz has contributed her time and talents for the betterment of education in San Mateo County, serving in both volunteer and elected positions at the elementary, secondary and higher education levels for nearly 40 years; and

WHEREAS, Karen Schwarz has served as a trustee of the San Mateo County Community College District, having been elected to six terms beginning in November 1995 and where she served six terms as Board President; and

WHEREAS, Trustee Schwarz has devoted herself to support efforts to enhance educational opportunities for residents of San Mateo County, including serving as a member of the San Mateo County School Boards Association, where she served a term as president, the California School Boards Association, the California County Boards of Education and the South San Francisco PTA Council, where she served as president; and

WHEREAS, Trustee Schwarz's contributions to the growth and preeminence of the San Mateo County Community College District has been notable as she supported the District's three bond measures which redeveloped the three college campuses into world-class facilities for teaching and learning, the development of employee housing where she served as a member of the Educational Housing Corporation board of directors, and numerous student success and support initiatives that have resulted in the full development of students; and

WHEREAS, the San Mateo County Community College District in particular, and the broader San Mateo County community in general, have benefited more than can ever be measured from the wisdom, support, mentorship, and friendship of Trustee Karen Schwarz; and

WHEREAS, as Karen Schwarz is retiring from her role as trustee of the San Mateo County Community College District, it is fitting and proper that she be lauded, acknowledged and celebrated for her tireless drive to expand educational opportunities for the residents of San Mateo County;

NOW, THEREFORE, BE IT RESOLVED, THAT the San Mateo County Community College District Board of Trustees hereby offers its sincerest and most heartfelt gratitude and appreciation to Karen Schwarz for her decades of dedication to making the lives of students better and the educational fabric of our community stronger; and

BE IT FURTHER RESOLVED, THAT the Board of Trustees wishes to convey to Karen Schwarz that she is forever a part of the San Mateo County Community College District family and that she has left a lasting mark on the students, employees and trustees of the San Mateo County Community College District; and

BE IT FURTHER RESOLVED, THAT Karen Schwarz has earned and is hereby conferred the honor and distinction of Trustee Emerita.

REGULARLY PASSED AND ADOPTED 14th day of December 2020 by the San Mateo County Community College District Board of Trustees.

AYES:

NOES:

ABSTAIN:

Attest: _____
Vice President-Clerk

BOARD REPORT NO. 20-12-107B

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff, 574-6510

ADOPTION OF RESOLUTION NO. 20-21 HONORING TRUSTEE DAVE MANDELKERN

Dave Mandelkern is concluding his service as a member of the San Mateo County Community College District Board of Trustees after four terms spanning 17 years. Trustee Mandelkern is a valued and respected leader in the District and community and his service is worthy of celebration and commemoration.

In recognition of his many years of public service in San Mateo County, Resolution No. 20-21 is presented to the Board for its consideration in honoring Trustee Mandelkern.

RECOMMENDATION

It is recommended that the Board adopt Resolution No. 20-21, honoring Trustee Dave Mandelkern and conferring the honor and status of Trustee Emeritus.

**RESOLUTION NO. 20-21
BY THE GOVERNING BOARD OF THE
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
STATE OF CALIFORNIA**

RESOLUTION HONORING TRUSTEE DAVE MANDELKERN

WHEREAS, Dave Mandelkern has contributed his time and talents for the betterment of education in San Mateo County, serving in both volunteer and elected positions for more than two decades; and

WHEREAS, Dave Mandelkern has served as a trustee of the San Mateo County Community College District, having been elected to four terms beginning in November 2003 and where he served three terms as Board President; and

WHEREAS, Trustee Mandelkern has devoted himself to support efforts to enhance educational opportunities for residents of San Mateo County, including serving as a member of the Skyline College President's Council, the College of San Mateo Centennial Committee, the San Mateo County Colleges Foundation board of directors, and a host of community organizations including the California Parks Foundation, where he served as chair, and the San Mateo County Office of Education Internet Access Task Force; and

WHEREAS, Trustee Mandelkern's contributions to the growth and preeminence of the San Mateo County Community College District has been notable as he supported the District's two recent bond measures which further redeveloped the three college campuses into world-class facilities for teaching and learning, the development of a District strategic plan, and numerous student success and support initiatives that have resulted in the full development of students; and

WHEREAS, the San Mateo County Community College District in particular, and the broader San Mateo County community in general, have benefited more than can ever be measured from the wisdom, support, mentorship, and friendship of Trustee Dave Mandelkern; and

WHEREAS, as Dave Mandelkern is retiring from his role as trustee of the San Mateo County Community College District, it is fitting and proper that he be lauded, acknowledged and celebrated for his tireless drive to expand educational opportunities for the residents of San Mateo County;

NOW, THEREFORE, BE IT RESOLVED, THAT the San Mateo County Community College District Board of Trustees hereby offers its sincerest and most heartfelt gratitude and appreciation to Dave Mandelkern for his decades of dedication to making the lives of students better and the educational fabric of our community stronger; and

BE IT FURTHER RESOLVED, THAT the Board of Trustees wishes to convey to Dave Mandelkern that he is forever a part of the San Mateo County Community College District family and that he has left a lasting mark on the students, employees and trustees of the San Mateo County Community College District; and

BE IT FURTHER RESOLVED, THAT Dave Mandelkern has earned and is hereby conferred the honor and distinction of Trustee Emeritus.

REGULARLY PASSED AND ADOPTED 14th day of December 2020 by the San Mateo County Community College District Board of Trustees.

AYES:

NOES:

ABSTAIN:

Attest: _____
Vice President-Clerk

BOARD REPORT NO. 20-12-3C

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

**UPDATE ON DISTRICT COVID-19 PLANNING AND RESPONSE,
INCLUDING PLANNING FOR SUMMER TERM 2021**

The District continues to respond to the COVID-19 pandemic and the implications on the District's academic and administrative operations, and plan for changes in local, state and national conditions.

The Chancellor will provide the Board of Trustees with an update on District operations and discuss future planning issues and considerations, including preparations for summer term 2021.

BOARD REPORT NO. 20-12-4C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff – 574-6510

DISCUSSION OF DISTRICT POLICY AND ADVOCACY PRIORITIES FOR 2021

The Board of Trustees has, over time, formulated general local, state and federal policy interests and advocacy priorities for the District, including supporting funding for and access to basic needs supports for students (i.e. food, housing, transportation, mental health, etc.), access to financial supports for tuition and fees, reduced costs for textbooks, and equity priorities that enhance access and provide support to underrepresented and marginalized populations to close opportunity and educational gaps.

Staff will discuss with the Board the development of a tailored policy and advocacy agenda for 2021. In general, staff are recommending – based on current economic and operating conditions – that the District focus on the following three state policy areas:

1. Protecting the District's Basic Aid status
2. Advocating for greater flexibility in the use of Fund 1 (General Fund) dollars to support basic student needs (i.e. food, transportation, housing, mental health services), akin to the flexibility granted in 2020 for the use of Lottery Funds
3. Guaranteeing that any state budget cuts to categorical funds (or other funds which the District receives) are applied equally among Districts, regardless of their Basic Aid or Revenue-Limit status (meaning the SMCCCD should not take a disproportionate cut because of its Basic Aid status)

There are certainly many areas which the District would be interested in supporting policy initiatives, but for the purposes of District-driven advocacy, the above items recognize the funding and political climate in Sacramento, to which the District must be attune.

BOARD REPORT NO. 20-12-5C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff – 574-6510

UPDATE ON CONTRACT AWARD PROCESS FOR SAN MATEO ATHLETIC CLUB RFP

Based on follow-up items resulting from the Board's meeting of November 18, 2020, the Chancellor will provide the Board with an update on the San Mateo Athletic Club RFP.

BOARD REPORT NO. 20-12-6C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff – 574-6510

DISCUSSION OF POTENTIAL UPDATES TO BOARD MINUTES POLICY

Board Policy 1.50 addresses the topic of Board meeting minutes. The Board has, for many years, had very extensive and detailed minutes of its meetings. At various times over the last few years, staff have engaged the Board in discussions of modifications to the format of Board meeting minutes.

During its last discussion of this topic, the Board indicated it would be willing to entertain modifications if and when the District began broadcasting Board meetings. Due to COVID-19 and restrictions on in-person gatherings, the Board has held its meetings remotely, via Zoom, since March 25, 2020.

The Chancellor will provide an update on the status of the current Board minutes, review Board Policy 1.50, and seek direction from the Board regarding proposed operational changes and potential modifications to Board Policy 1.50.

BOARD REPORT NO. 20-12-7C

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Bernata Slater, Chief Financial Officer, 358-6755

DISTRICT FINANCIAL SUMMARY FOR THE QUARTER ENDING SEPTEMBER 30, 2020

In accordance with Education Code Section 72413, the State Chancellor's Office requires submission of a Quarterly Financial Status Report (Form CCFS-311Q) and a copy of the District's financial report.

Attached are:

- Form CCFS-311Q (Exhibit A) for the quarter ending September 30, 2020, which was forwarded to the State Chancellor's Office on November 13, 2020
- Cash Flow Statement for quarter ending September 30, 2020 (Exhibit B).

General Fund—Unrestricted: Below is financial data for the unrestricted portion of the Unrestricted General Fund for the quarters ending September 30, 2019 and September 30, 2020. The variance in revenue is mainly due to decline in FTES due to COVID-19 pandemic. As FTES decline, state allocations for lottery, mandated cost claims and Prop 55 allocations decline as well resulting in further erosion of revenue. Expenses are almost flat as compared to the same period in the prior year. Due to the COVID-19 Pandemic Shelter-In-Place Order by the San Mateo County Public Health Department, the campuses continue to work remotely thorough the Spring Semester and with exception of select courses, instruction is mainly being provided through distance learning. The pandemic and its accompanying shelter-in-place requirements continue to affect instruction and operational processes. Additional funding from the federal and state governments are assisting in offsetting some of the general fund expenses related to personal protective equipment and other safety measures needed to meet social distancing regulations. However, the true magnitude of the cost, time, and operational adjustments that will be needed to bring students, staff and faculty back to campus is not fully known at this time. The District is continuing to plan and develop measures to ensure the safety of its students and staff, including ongoing costs associated with these efforts.

In the first quarter there have not been significant changes to known revenue and expenditure trends, though it is still early in the fiscal year. Management will continue to monitor information at the local, state, and federal levels and keep the Board informed of important developments impacting revenues and expenses as the year progresses.

	<u>Amount</u>		<u>Difference</u>	
	<u>9/30/20</u>	<u>9/30/19</u>	<u>Amount</u>	<u>Percentage</u>
INCOME:				
State Aid	1,023,482	1,269,107	\$ (245,624)	(19.35)
Enrollment Fees	5,177,817	5,185,240	\$ (7,422)	(0.14)
Non-Resident Tuition	4,138,655	4,938,919	\$ (800,264)	(16.20)
Property Tax	625,006	766,886	\$ (141,880)	(18.50)
Interfund Transfer	800,000	910,000	\$ (110,000)	N/A
Other Income	292,289	465,885	\$ (173,596)	N/A
Total Income	\$ 12,057,250	\$ 13,536,036	\$ (1,478,787)	(12.26)
% of Budget	5.76%	6.69%		
Expenses:				
Academic Salaries	\$ 14,027,213	\$ 13,137,456	\$ 889,757	6.77
Classified Salaries	11,021,411	10,202,343	\$ 819,068	8.03
Administrative Salaries	2,735,702	2,656,626	\$ 79,076	2.98
Fringe Benefits	9,155,940	10,574,797	\$ (1,418,857)	(13.42)
Supplies & Materials	368,192	559,030	\$ (190,837)	(34.14)
Operating Expenses	3,080,979	3,027,387	\$ 53,592	1.77
Capital Outlay	122,163	295,521	\$ (173,358)	(58.66)
Transfer Accounts	2,594,656	2,553,386	\$ 41,270	1.62
Bills & Salaries	\$ 43,106,257	\$ 43,006,546	\$ 99,712	0.23
% of Budget	18.58%	19.97%		
Net	\$ (31,049,008)	\$ (29,470,510)		
Adm. Salaries - Cert				
Total for 1000	16,209,434	15,257,481	951,952	6.24
1210 Adm. Salary	202,375	160,868	41,507	25.80
123x-124x Adm. Salary	1,979,845	1,959,157	20,688	1.06
Cert. Other (Non-Adm.)	14,027,213	13,137,456	889,757	6.77
Adm. Salaries - Class				
Total for 2000	11,574,893	10,738,944	835,950	7.78
211x Adm. Salary	553,482	536,601	16,881	3.15
Class. Other (Non-Adm.)	11,021,411	10,202,343	819,068	8.03
NET	\$ (31,049,008)	\$ (29,470,510)		

OTHER FUNDS: Below is financial data for all other funds. Total income and expenditures, comparing the first quarter for 2019-2020 and 2020-2021, are listed below:

Restricted General and Other Funds				
	<u>Amount</u>		<u>Difference</u>	
	<u>9/30/20</u>	<u>9/30/19</u>	<u>Amount</u>	<u>Percentage</u>
Summary:				
Income	\$ 20,196,230	21,495,424	(1,299,193.46)	(6.04)
Bills & Salaries	\$ 92,700,667	88,456,969	4,243,698.67	4.80
Net	\$ (72,504,437)	\$ (66,961,545)		

Revenue decreases were mainly due to decreases in Financial Aid awards as compared to prior year this time. Expenditures increased due to planned increases associated with debt service payments on the General Obligation Bonds. It should be noted that debt service payments are funded by ad valorem taxes collected by San Mateo County.

REPORT ON INVESTMENTS: As of September 30, 2020, the District has a deposit of \$46,057,719 in total investments with the Local Agency Investment Fund (LAIF) of the State Treasurer's Office, County Pool Investment, and Money Market Accounts with local banks. The average yields on LAIF, County Pool, Money Market Account, and Oil Well Bond Account were 0.84%, 1.63%, 1.13%-1.65% (depending on length of term of investment), and 0.05%, respectively. These deposits consisted of the following sources:

Investment Type	LAIF Investment	County Pool Investment	Money Market, CD Investment	Speccial Deposit Bond	Total Investment
Unrestricted Gen. Fund	\$ 614		\$ 31,381,502		\$ 31,382,115
Capital Outlay Fund	0			5,000	5,000
Agency Fund	-	14,670,604			14,670,604
Total Investment	\$ 614	\$ 14,670,604	\$ 31,381,502	\$ 5,000	\$ 46,057,719

MINUTES

ANNUAL MEETING OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT FINANCING CORPORATION

December 9, 2019

The meeting was called to order at 9:59 p.m.

Present: President Maurice Goodman, Vice President Michael Claire, Secretary Karen Schwarz, Director Richard Holober, Director Dave Mandelkern, Director Thomas Nuris, Treasurer Bernata Slater

Approval of Minutes of the December 12, 2018 Meeting

It was moved by Director Mandelkern and seconded by Director Holober to approve the minutes as presented. The motion carried, all members voting Aye.

Naming of Officers for 2020

President Goodman said that in accordance with the bylaws of the Financing Corporation, the officers for 2020 will be:

President – Board of Trustees President Karen Schwarz
Vice President – Interim Chancellor Michael Claire
Secretary – Board of Trustees Vice President-Clerk Thomas A. Nuris
Treasurer – Chief Financial Officer Bernata Slater

Board of Trustees members Richard Holober and Dave Mandelkern will serve as Directors.

It was moved by Director Mandelkern and seconded by Director Nuris to approve the new officers. The motion carried, all members voting Aye.

President Schwarz announced that the next scheduled meeting of the Financing Corporation will be held in conjunction with the Board of Trustees regular meeting in December 2020.

It was moved by Director Mandelkern and seconded by Director Holober to adjourn the meeting. The meeting was adjourned at 10:01 p.m.

Submitted by

Michael Claire
Vice President