

**AGENDA**  
**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES**  
**October 27, 2021**  
**Closed Session at 5:00 p.m.; Open Session at 6:00 p.m.**

**In Person at 3401 CSM Drive, San Mateo, CA 94402**

**Members of the Public may also participate via Zoom.**  
**Zoom Meeting ID - <https://smccd.zoom.us/j/85977400609>**  
**Dial-In: 1-669-900-9128 – Webinar ID: 859 7740 0609**

**NOTICE ABOUT PUBLIC PARTICIPATION AT BOARD MEETINGS**

**Observing the Meeting**

Members of the public who wish to observe the meeting in-person or remotely by accessing the link or calling the following telephone number above at the beginning of the meeting.

**For individuals who attend the meeting in person, face coverings will be required while in-doors at the District Office for all individuals, regardless of COVID-19 vaccination status.**

**Providing Public Comment During the Meeting on NON-AGENDA Items**

To make a comment regarding a non-agenda item, members of the public:

- (1) If in person, may seek recognition at the speaker's lectern when called upon by the Board President, or
- (2) If remote, 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.
- (3) Members of the public making comment are reminded of the 3-minute time limit for comment.

**Providing Public Comment During the Meeting on AGENDA Items**

To make a comment regarding an item on the agenda, members of the public:

- (1) If in person, may seek recognition at the speaker's lectern when called upon by the Board President, or
- (2) If remote, 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.
- (3) Members of the public making comment are reminded of the 3-minute time limit for comment.

**Accommodations**

Persons with disabilities who require an accommodation or service should contact the Chancellor's Office at (650) 358-6877 at least 24 hours prior to the Board meeting.

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**5:00 p.m.      Call to Order**

**CLOSED SESSION ITEMS FOR DISCUSSION**

1. Ratification of July and August 2021 Confidential District Warrants
2. Conference with Legal Counsel – Potential Litigation: Significant exposure to litigation pursuant to Gov. Code, § 54956.9, subd. (d)(2): One Case

- 3. Conference with Labor Negotiator  
Agency Designated Representative: Michael Claire  
Employee Organizations: AFSCME, AFT, CSEA, Unrepresented Employees

**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**

**MINUTES**

- 21-10-02 Approval of the Minutes of the October 13, 2021 Study Session
- 21-10-03 Approval of the Minutes of the October 20, 2021 Special Closed Session

**PRESENTATIONS TO THE BOARD BY PERSONS OR DELEGATIONS**

- 21-10-09C Contemporary Conversation Regarding Race, Class, Gender, Privilege and Equity: Creating Filipinx Learning Communities  
*(Time Allotted: 15 minutes)*

**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**

- 21-10-02A Approval of Revision to Miscellaneous Pay Rate Salary Schedule  
*(Time Allotted: 5 minutes)*
- 21-10-03A Approval of Personnel Items: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel  
*(Time Allotted: 5 minutes)*

**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 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.*

- 21-10-01CA Ratification of District Warrants for July and August 2021

- 21-10-02CA Disposition of District Records
- 21-10-03CA Approval of Curricular Additions, Deletions, and Modifications Cañada College, College of San Mateo, and Skyline College
- 21-10-04CA Amendment of 2020-2021, 2021-2022, and 2022-2023 Academic Calendars to Include the Observance of the Juneteenth Holidays
- 21-10-05CA Acceptance of Grant Funds from the Silicon Valley Community Foundation to Support the Development of an Early Childhood Apprenticeship Program at Skyline College
- 21-10-06CA Acceptance of Title V Developing Hispanic Serving Institutions Program Grant from the U.S. Department of Education
- 21-10-07CA Acceptance of Gifts and Donations by the District: Fire Equipment from the Central County Fire Department
- 21-10-08CA Approval of College and Career Access Pathways Dual Enrollment Partnership Agreement with La Honda-Pescadero Unified School District

**Other Recommendations**

- 21-10-102B Approval of Contract Award for Districtwide Agency of Record for Marketing Services to Vision Point Marketing  
*(Time Allotted: 10 minutes)*
- 21-10-103B Approval of Partnership Agreement with Notre Dame de Namur University (NDNU) for Bachelor's Degree Completion Pathway *(Time Allotted: 10 minutes)*
- 21-10-104B Consideration of Quotes for Demographer Services for Board Trustee Areas Map Review *(Time Allotted: 10 minutes)*

**INFORMATION ITEMS**

- 21-10-03C Review of District Application Framework for State Student Housing Funds  
*(Time Allotted: 20 minutes)*
- 21-10-04C Update on Spring Semester 2022 Return to Work and Operations  
*(Time Allotted: 30 minutes)*
- 21-10-05C Consideration of Amendment to Board Policy No. 2.90 Relating to Employee and Student Vaccination Requirements *(Time Allotted: 10 minutes)*
- 21-10-06C Review of Proposed New Board Policy Relating to Non-Resident Tuition Waiver Eligibility *(Time Allotted: 10 minutes)*
- 21-10-07C Review of Proposed Revisions to Board Policy 2.27 – Policy on Smoking  
*(Time Allotted: 10 minutes)*
- 21-10-08C Update on San Mateo Athletic Club Operational Transition  
*(Time Allotted: 30 minutes)*

**COMMUNICATIONS**

**STATEMENTS FROM BOARD MEMBERS**

**RECONVENE TO CLOSED SESSION** (if necessary)

**RECONVENE TO OPEN SESSION** (if necessary)

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

**ADJOURNMENT**

**Minutes of the Study Session of the Board of Trustees  
San Mateo County Community College District  
October 13, 2021 – San Mateo, CA**

This was conducted remotely via Zoom. A video recording of the meeting can be accessed at: <https://smccd.edu/boardoftrustees/meetings.php>.

**CONVENE TO OPEN SESSION**

The Board convened to Open Session at 6:06 p.m.

**Board Members**

**Present:** President Thomas A. Nuris, Vice President Richard Holober, Trustee Maurice Goodman, Trustee Lisa Petrides, Trustee John Pimentel, Student Trustee Ashley Garcia

**Others Present:** Chancellor Michael Claire, Executive Vice Chancellor Richard Storti, Skyline College President Melissa Moreno, College of San Mateo President Jennifer Taylor-Mendoza, Cañada College Interim President Kim Lopez, District Academic Senate President Kate Williams Browne

**CONSIDERATION OF RESOLUTION REGARDING BROWN ACT MEETING REQUIREMENTS (21-10-101B)**

[\*\(Time Stamp: 1:08:29\)\*](#)

*Motion to Approve by:* Trustee Goodman

*Second by:* Vice President Holober

*Action:* Approved unanimously by Roll Call Vote.

*Summary of Discussion:* Chancellor Claire provided the Board with a brief overview about the need for the resolution, and noted that if the Board wished to continue with the provisions of the resolution, it would need to adopt a resolution to that effect every thirty (30) days.

*Public Comment:* None.

**DISCUSSION OF THE ORDER OF THE AGENDA**

[\*\(Time Stamp: 1:12:45\)\*](#)

None.

**Approval of the Minutes of the September 22, 2021 Study Session (21-10-01)**

[\*\(Time Stamp: 1:13:00\)\*](#)

*Motion to Approve by:* Vice President Holober

*Second by:* Trustee Petrides

*Action:* Approved unanimously, with all Trustees voting Aye.

*Summary of Edits or Corrections:* None.

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

[\(Time Stamp: 1:13:27\)](#)

- Amber Steele spoke about her concerns regarding the mandatory vaccination policy for faculty, staff, and students.
- Joaquin Rivera commented about the faculty compensation.
- Annette Perot spoke about the financial impact of COVID-19 on the District's classified employees.
- Joseph Puckett asked that Board Members meet with AFSME members and/or representatives to discuss increasing employee compensation.
- Rosemary Bell commented about the need to be more transparent about safety protocols for faculty, staff, and students return to campus in the spring semester.

## **NEW BUSINESS**

### **Approval of Personnel Items: Changes in Assignment, Compensation, Placement, Leaves, Staff Allocations and Classification of Academic and Classified Personnel (21-10-01A)**

[\(Time Stamp: 1:15:42\)](#)

***Motion to Approve by:*** Vice President Holober

***Second by:*** Trustee Pimentel

***Action:*** Approved unanimously, with all Trustees voting Aye.

***Summary of Discussion:*** Staff asked that the position under Section F, Item #2 be removed from the report. The Board further amended this item, by removing Section E in its entirety. Trustee Pimentel asked for a list of all non-represented employees receiving additional duties pay.

***Public Comment:*** None.

## **STUDY SESSION**

### **Update on Student Success Link Implementation (21-10-01C)**

[\(Time Stamp: 1:37:42\)](#)

Dr. Karrie Mitchell, Vice President of Planning, Research, and Institutional Effectiveness, provided an update on the District's implementation of the Constituent Relationship Management (CRM/Salesforce) software. Dr. Mitchell provided background on the CRM, the phases of implementation, and Project Prioritization.

The Board discussed the Early Alert or Student Alert system. Trustees emphasized the importance of faculty knowing and understanding the process and the importance of the system as it pertains to student status. District Academic Senate President Browne mentioned that the Early Alert system does present a few loopholes or issues for faculty. Each college has their own alert system, which is continuing to be developed.

**Discussion of Potential Next Steps in Developing Student Housing (21-10-02C)**

*(Time Stamp: 2:47:00)*

Vice Chancellor/Chief of Staff Mitchell Bailey and Executive Vice Chancellor Richard Storti led the discussion on revisiting the development of Student Housing. Dr. Stori and Mr. Bailey provided the Board with both building/facility scenarios and financing options and asked for Board direction on how to proceed.

Board Members advised that the details and plans can be taken care of later and directed district administration to confidently move forward with preparing and submitting documents/materials to obtain a portion of the Secure State Funding (deadline is October 31<sup>st</sup>) and/or the Planning Grant to build Student Housing.

**Public Comment:** Maxine Turner expressed concerns about meeting the grant funding deadline and advised that the Board should not give direction without more project details and public input.

**COMMUNICATIONS**

*(Time Stamp: 3:55:54)*

None.

**STATEMENTS FROM BOARD MEMBERS**

*(Time Stamp: 3:56:03)*

**President Nuris:** None.

**Vice President Holober:** Commended staff on their willingness and readiness to move quickly to get something done, especially regarding the grant for funding Student Housing.

**Trustee Goodman:** None.

**Trustee Petrides:** With Dr. Taylor-Mendoza, met with the mayor and city manager of Half Moon Bay to discuss District outreach to the coastal communities; they will start the process of putting together Town Hall Meetings, both in-person and virtual.

**Trustee Pimentel:** Has had conversations with elected officials of Sequoia Union High School District to meet regarding how the districts can better coordinate. He asked about an update on the hiring of an Internal Auditor, as well as an update on the Whistle Blower Hotline.

**Student Trustee Garcia:** None.

**ADJOURNMENT**

President Nuris stated that the next board meeting will be October 27, 2021.

Meeting adjourned at 9:00 p.m.

Submitted by

Michael Claire, Secretary

**Minutes of the Special Closed Session of the Board of Trustees  
San Mateo County Community College District  
October 20, 2021 – San Mateo, CA**

This was conducted remotely via Zoom. A video recording of the meeting can be accessed at:  
<https://smccd.edu/boardoftrustees/meetings.php>.

The meeting was called to order at 5:04 p.m.

Board Members Present: President Thomas A. Nuris, Vice President Richard Holober (joined meeting in progress), Trustee Maurice Goodman, Trustee Lisa Petrides (joined meeting in progress), Trustee John Pimentel

**ANNOUNCEMENT OF CLOSED SESSION ITEMS FOR DISCUSSION**

President Nuris stated that during Closed Session, the Board will take up items as listed on the printed agenda, including: 1) Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Gov. Code, § 54956.9, subd. (d)(2): One Case

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

None.

**RECESS TO CLOSED SESSION**

The Board recessed to closed session at 5:06 p.m.

**RECONVENE TO OPEN SESSION**

The Board reconvened to open session at 6:21 p.m.

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

President Nuris reported there were no actions taken during Closed Session.

**ADJOURNMENT**

Meeting adjourned at 6:22 p.m.

Submitted by

Michael Claire, Secretary

**BOARD REPORT NO. 21-10-09C**

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

**CONTEMPORARY CONVERSATION REGARDING RACE, CLASS, GENDER, PRIVILEGE  
AND EQUITY: CREATING FILIPINX LEARNING COMMUNITIES**

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 by receiving a presentation and discussing the development of Filipinx Learning Communities. A briefing document is attached to this report for the Board's information.

# Timeline of SMCCCD Filipinx Programs



## PAST

- 1993: Kababayan Program (KP) at Skyline College established by Nina Floro and Jefferey Acidera
- 2003: KP was re-established by Dr. Liza Erpelo
- 2003 - Present: Courses offered and created including English, Counseling, Sociology, History, Music, Dance, Filipino, Cultural Production, and Art
- 2004: Filipinx Student Union (FSU) established
- 2005: First Pilipino Cultural Night at Skyline College
- 2007: Peer mentorship program established within KP
- 2007: Dr. Nate Nevado becomes the first of 10 KP counselors in 14 years
- 2007: Began working with Fulbright Foreign Language Teaching Assistants (FLTA) from the Philippines. To date, Skyline College has hosted 15 FLTAs
- 2014: KP is renamed Kababayan Learning Community (KLC)
- 2014: Kapatiran Seminar (COUN 655), a concurrent enrollment course established at Westmoor H.S. then at South San Francisco (2015)
- 2019: Katipunan Student Organization established at College of San Mateo

## PRESENT

- 2020: continued remote support of FY19/20 cohort during pandemic and shelter-in-place orders
- 2020-2021: 75+ new student cohort
- Districtwide work with student organizations FSU and Katipunan, as well as staff and faculty to support Anti-Asian Hate resolutions presented to Colleges and Board of Trustees resulting in creation of Anti-Asian Hate Resolution Task Group at Skyline College.

### Current Projects:

- Outreach for Kapatiran Seminar for Westmoor and South San Francisco H.S. Anticipated expansion to Jefferson H.S.
- Continued support of FSU and Katipunan student organizations
- Campus Outreach via Skyline College ASSC's College Hour
- Programming for Filipino American History Month
- Discover Kababayan: campus exposure event for feeder high school students

## FUTURE

### Systemwide Transformation:

- Coalition for Statewide Filipinx Learning Community
- Build bridges to Bay Area California State Universities

### Districtwide Transformation:

- Develop partnership with Philippines Department of Education Balik Aral Program
- Student exchange programs
- Sister college establishment

### Collegewide Transformation:

- Skyline: expand dual enrollment program at feeder high schools; establish dedicated full-time counseling position; revive Kapamilya Peer Mentoring Program
- College of San Mateo: timeline of course offering expansion and submission for official learning community status in 2022
- Cañada College: identify student and staff/faculty advisory

LOVE • HOPE • TRANSFORMATION

**Planting the Legaseeds at SMCCCD:  
Creating Filipinx Learning Communities Collegewide, Districtwide, and Statewide**

**INTRODUCTION:**

In this presentation, **Planting the Legaseeds at SMCCCD**, we will share a timeline of our efforts serving Filipino students and the community from the lens of our past, present, and the vision for our future.

Historically, Filipinos have had a well-established presence not only in San Mateo County, but specifically at our campuses. At CSM, for 2019-20, Filipino students comprised 591 (7%) of the student population of approximately 8,437 students. In 2020-21, Cañada College has a Filipino community of 363 (6%) students of 6,048 total students. At Skyline College, Filipino students make up approximately 1404 (16%) of the population of 8,779 students.

The existence of such strong Filipino student populations in our colleges over the years has led to the inception of some notable Filipino student organizations and programs, which would often start strong, but were unable to keep the momentum going. While these organizations have come and gone, programs such as the Kababayan Learning Community have demonstrated that with institutional support, we can have a long-standing transformative impact on Filipino student lives.

As a district, we have the commitment of faculty, classified professionals, and administrators to continue, enhance, and transform programs and services to create a holistic educational journey for our Filipino students. These efforts align with Skyline College President's People's College Initiative, the SMCCCD Strategic Goals, and the State Chancellor's Vision for Success. Using the framework of LOVE + HOPE = TRANSFORMATION, this document will provide historical context as well as current information on programs and services available for this population, and aspirations to expand this work across the district and state.

### **For the Love: Planting the Seeds in the Past**

At Skyline College, the Kababayan Program was established in 1993 by Nina Floro, an English faculty member, and Jeffrey Acidera, a counselor. As it was not associated with any mandatory requirements, after several years, the program temporarily ceased to exist. In Fall 2003, Dr. Liza Erpelo was asked by Anita Martinez, Language Arts Division Dean, to resurrect the program and create a culturally relevant and responsive curriculum for the English courses. For many of the students who came into Kababayan, these courses were often the first times they had been exposed to Filipino American authors. The course offerings expanded to include sociology, Filipino and Filipino American history, indigenous music, cultural dance, Filipino language, cultural production, and photography.

In Fall 2004, the students created what is now the Filipinx Student Union, an organization of student activists whose goal is to uplift and create spaces to share their community and culture.

In Spring 2005, Kababayan held its first Pilipino Cultural Night, now in its 16th year, which is unique for two reasons: it is the only PCN offered at a California community college, and to participate, students must enroll in ENGL 103 and ENGL 104, Applied English Skills for Cultural Production I and II. In the fall, students create, write, and edit the script for the production collaboratively. In the spring, they direct, choreograph, and produce the event, all while earning up to 6 units of CSU-transferable electives that meet the Associate in Arts/Associate in Science degree requirements for Area 5b: Ethnic and Cultural Diversity – Area Studies.

In Fall 2006, Dr. Nate Nevado joined the ranks of the Skyline College counseling adjunct faculty. In Spring 2007, he became the first of ten Kababayan counselors over the years.

In Spring 2007, Kababayan also began hosting Fulbright Foreign Language Teaching Assistants from the Philippines. For 10 months at a time, FLTAs would assist teaching in the Filipino classes as well as serve as consultants for Filipino language in the English classes, guest speakers throughout campus, advisors for the Filipinx Student Union, and participants in the annual PCNs. The Fulbright FLTA teaching program is sponsored by the U.S. Department of State's Bureau of Educational and Cultural Affairs, so the FLTA is fully compensated for his or her teaching assistant duties by the U.S. government.

By Fall 2014, the Kababayan Program was rebranded as the [Kababayan Learning Community](#). Counselor Kent Gomez, KLC English instructor Grace Burns, and Dr. Erpelo met with the principal at Westmoor High School to create dual enrollment courses where the students are introduced to Kababayan curriculum and Skyline College resources. Counseling 655: Kapatiran Seminar, Transition to College began in Spring 2015. Bo Aleonar took over the class in Fall 2015 and developed the same class at South San Francisco High School. Alvin Gubatina and Crystal Ayop have also taught the course, and Francesca Dolor is slated to teach it at Westmoor in Spring 2022.

At College of San Mateo, Professor and Dean Emeritus Al Acena, a historian for Filipinos in San Mateo County, [indicated that the first Filipino club was in existence at CSM starting in 1929 and](#)

[in the yearbooks until 1937](#). The next documented student organization presence of Filipinos at CSM was in the 1970s in the College Readiness Program, created after the 1965 National Immigration Act lifted the quotas of Filipinos arriving to the United States. Prior to the creation of Katipunan, Lisa Suguitan Melnick and Chris Rico served as advisors to the Filipino Student Association from 2011 to 2015.

At Cañada College, the programming has not been established; however, there is expressed interest from students, faculty and classified professionals to implement a Filipino learning community and/or student club to support this population on campus.

## **Bringing Hope: Cultivating our Roots in the Present**

Despite Kababayan moving their services to the virtual space in March 2020, they were able to remotely provide support for that cohort, and in the fall 2020, create new cohorts of 75+ students who continue to build upon its legacy and add to the already thriving community. From continuing to teach the linked courses remotely, to hosting annual outreach events, and writing, directing, and producing Pilipino Cultural Night all entirely on Zoom, they successfully continue to adapt and transform the way they support students and build community. Currently, they are working on:

- Outreach for Kapatiran Seminar at Westmoor and South San Francisco H.S., and anticipating opportunities to expand to other campuses such as Jefferson H.S.
- Support for the Filipinx Student Union
- Campus Outreach via College Hour with the Associated Students of Skyline College (ASSC).
- Discover Kababayan, established in 2018 and supported by the President's Innovation Fund (PIF), which provides opportunities for high school students to experience being Skyline College students while being immersed in the campus culture. The intended audience are students enrolled in the Kapatiran Seminars at the high schools and from the feeder high schools. During these events, participants engage with current Kababayan students through icebreakers, storytelling, interactive activities, and more. Now in its fifth year, it has served roughly 40 participants at each event.
- Anti-Asian Hate Resolution Task Group, established at Skyline College as a result of supporting students' joint statement of #STOPAAPIHATE by FSU and Katipunan.

In Fall 2019, College of San Mateo's [student equity plan](#) highlighted that Filipinx students were disproportionately impacted in degree goal completion and retention from semester to semester, but there were zero services available for the community. With the support of students and counseling faculty, Katipunan started as a student organization. Through the Innovation Grant, additional supports for Filipinx students were implemented including a College Success course in Fall 2020 that focused on culture/identity, as well as KAMP (Katipunan Academic Mentorship Program), a Filipinx peer mentorship program that supports students in career and transfer.

College of San Mateo counseling faculty Doris Garcia and Alex Guiriba submitted a program review and budget allocation in October 2021 in order to institutionalize Katipunan as an official learning community starting in the 2022-2023 school year. The proposal is for year-long linking of College Success and English courses as well as coordination and student retention support. There is an active request for Filipina faculty Lisa Suguitan Melnick to teach the ENGL 105 and 110 courses, as well as a Filipino-focused IDST course themed in career, transfer, and engagement being submitted to Curriculum. We hope to hear back from administration by December 2021 about the official approval of the Filipinx Katipunan Learning Community.

## **Creating Transformation: Branching Out Into the Future**

Informed by the previous work, we envision a future that will continue the three pillars of Love, Hope, and Transformation. As we move forward, our transformation will take shape and impact three distinct bodies: collegewide, districtwide, and systemwide.

### **Collegewide**

The collaborative goals for the colleges are that learning communities and student clubs for Filipinx students are developed and supported, have the ability to expand and pivot, and are able to grow and adapt with the changing needs of the campus and community in order to keep the resources viable for the learning and educational growth of our students.

### **Districtwide**

With our local demography, SMCCCD is positioned to develop sister city and college relationships with regions of the Philippines as well as a partnership with the Philippines Department of Education's *Balik Aral* Program. This will offer opportunities for our students to engage in discussions and cultural exchange about contemporary social conditions in the United States and Philippines that inform the Filipino and Filipino American identity. A partnership with Global Learning Programs & Services can create Study Abroad and student exchange programs and increase scholarship opportunities for our students to realize these learning experiences.

Additionally, another districtwide goal would be to expand the demonstrated success of the Kababayan Learning Community, not only to solidify that CSM is able to officially establish their Filipinx learning community, but also to further support Cañada College in assessing their need to create and implement a Filipinx student club and/or learning community on their campus.

### **Systemwide**

Given the historical work and recognition statewide of the Kababayan Learning Community, in collaboration with University of California, Office of the President (UCOP) Puente Program, and the CCCCO's Umoja Statewide, the vision is to build a statewide coalition and develop a statewide Filipinx learning community. This would result in building more bridges to Bay Area California State Universities (CSUEB, SJSU, SFSU).

## **CONCLUSION**

The SMCCCD commitment in fulfilling this work is predicated by the pillars of LOVE + HOPE = TRANSFORMATION. All must be present to impact our institutions, the lives of our students, and the well being of our community. That is the educational work that we are striving for.

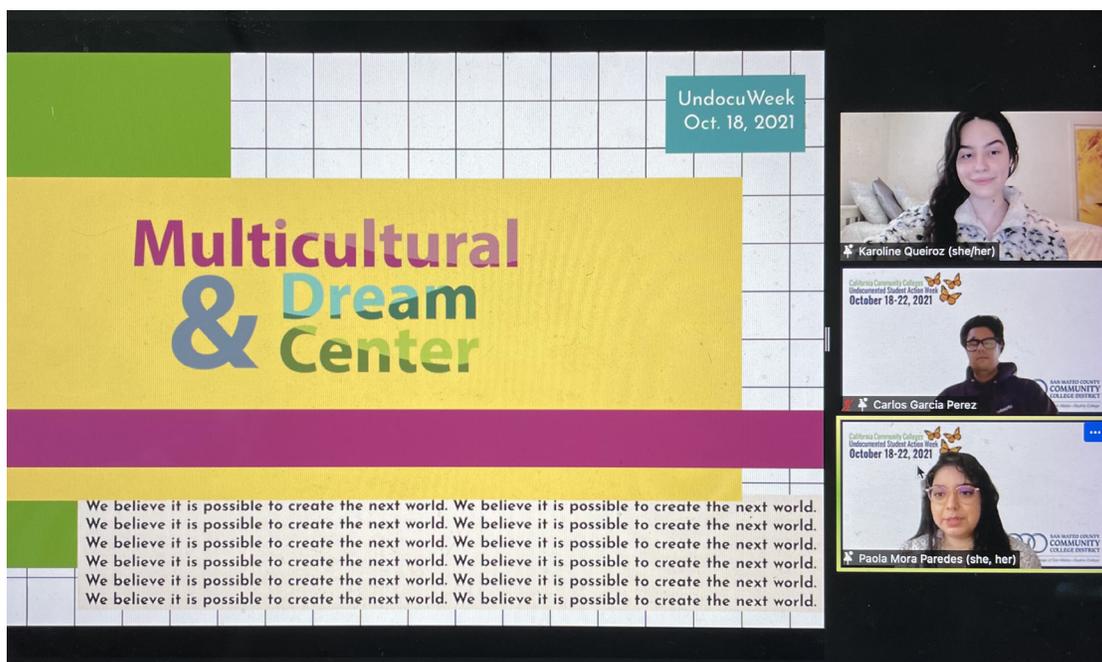
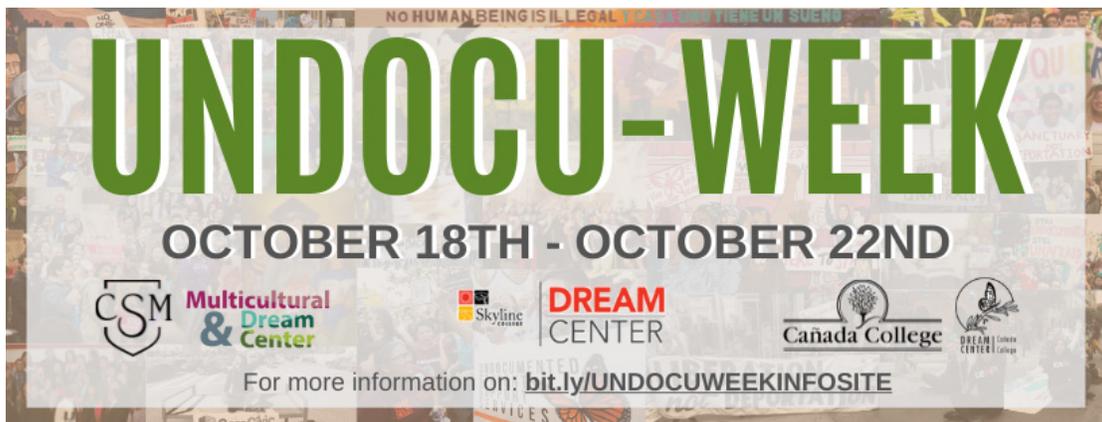
We ask for the support and commitment of the Board of Trustees, SMCCCD Chancellor, and College Presidents to stand with us in this critical work.



SAN MATEO COUNTY  
**COMMUNITY**  
COLLEGE DISTRICT

Cañada College • College of San Mateo • Skyline College

# Combined Report of the College Presidents



*SMCCCD Celebrates Undocu-week*



## CAÑADA CONNECTS WITH COMMUNITY



In preparation for a full campus return for the Spring semester, several members of the Cañada College team joined a series of special events throughout San Mateo County to cultivate new community-based relationships on behalf of the College.

College Recruiter Olivia Cortez-Figueroa, attended a community event called “La Mesa” in Half Moon Bay with partner, Ayudando Latinos a Soñar ([ALAS](#)). The event provided an opportunity to meet and break bread (or tamales and champurrado, in this case) with farmworkers from the Half Moon Bay community as well as with the ALAS Executive Director/Founder, Dr. Belinda Hernandez-Arriaga, Half-Moon Bay Council member, Joaquin Jimenez and ALAS staff and volunteers. The Outreach team has been working with ALAS to help connect students in the Half Moon Bay community who have expressed interest in continuing their educational journeys with Cañada College.

Cañadians from the Student Services Division joined the Friends of Redwood’s Food Forest Fundraiser which supported the development of Redwood High School’s (RHS) environmental center, focusing on education, sustainability and equitable

access to food resources for our community. The team had the opportunity to meet members of the Foundation, teachers and students that support RHS and toured the phases of growth that help support RHS’ green initiative.

Several members from the Cañada’s Outreach, STEM and Strong Workforce teams personally connected with community members and job seekers in Menlo Park at JobTrain’s Holiday Job Fair. There, the Cañada College shuttle was on display to preview that the College will begin resuming free services to the community in January 2022. In addition, members from the Cañada Promise Scholars Program, Counseling and Outreach teams attended Woodside High School’s College Day where Cañadians hosted a series of 50-minute rotating presentations about Cañada to high school seniors. Cañada also collaborated with College Advising Prep and Redwood City Police Athletic League to host College Night. The Cañada Outreach team connected with families while presenting information on the benefits of community college and the programs available at Cañada College. Both parents and students shared their gratitude with the Cañada team upon learning of Cañada’s Transfer Agreement program and the community college pathway option in general.



## BOARD REPORT | OCTOBER 27, 2021

The Cañada team is slated to attend a series of upcoming presentations and application workshops, including:

- Application Workshop at Redwood High School on Wednesday, 10/20
- Spanish Financial Aid Night at Menlo-Atherton High School on Wednesday, 10/20
- Cash for College Day at East Palo Alto High School on Saturday, 10/23
- Half Moon Bay High School Visits on Monday, 10/25
- SMUHSD Virtual College Fair on Wednesday, 10/27

The Cañada team continues to utilize existing, and cultivate new, community relationships to connect residents with academic and student support programs at Cañada College so they can actualize their goals and dreams.



### CAÑADA COLLEGE CELEBRATES LATINX HERITAGE MONTH

Cañada College celebrated Latinx Heritage month (Sept. 15-Oct. 15) with a series of events and conversations relevant to the Latinx community. All programs, workshops, and events were strategically planned to amplify Latinx voices and various identities, which included events that were built to share space with one another as a campus community of students, faculty, staff, administrators and the broader San Mateo County.

The College kicked off Latinx Heritage Month with a Bienvenida! During the virtual session, students and community members were introduced to new Cañada College employees and they shared how the new staff “nos pueden ayudar” both in person and virtually this fall semester. Another session from Latinx Heritage Month included Martes Gigante! Martes Gigante was inspired by Sábado Gigante, the longest-running Spanish variety game-show in television history. Martes Gigante was filled with virtual competitions and scavenger hunts. Attendees played Kahoot, for example, where those who answered the most correct questions about Latinx culture trivia, won. In addition, with October being Transfer Month, a highlight of Latinx Heritage Month included a panel of Latinx alumni who shared testimonios of resources and connections at Cañada College that supported their success.

Recordings from past events and additional details on Latinx Heritage Month can be found on the [Latinx Heritage Month website](#). Thank you to the students, faculty, staff, administrators and broader campus community who joined in the months' events to amplify Latinx voices and identities.



## College of San Mateo

### OCTOBER 13 FLEX DAY HIGHLIGHTS STUDENT VOICES DURING RECOVERY

CSM's mid-semester Flex Day brought back a session that is always a campus community favorite: the student panel.

Titled “Implementing a Student-Focused Recovery,” the session began with a [welcome](#) by President Jennifer Taylor-Mendoza. She provided an overview of the recovery process, a reminder

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that we will be living with COVID-19, and the priorities that will guide CSM's recovery process. These include:

- Reestablishing our sense of community
- Making time to connect with one another
- Allowing time for community building in class
- Redoubling outreach efforts in our local communities
- And listening to our students to meet their needs

President Taylor-Mendoza summed these priorities up by highlighting the need for a "student-focused recovery in a loving culture" before turning the virtual stage over to Director of Equity Jeremiah Sims. Dr. Sims shared [analogies and stories](#) that framed the need for a radical reimagining of what CSM can be post-recovery and how it's only possible by committing to "Love as Praxis."

Dean of PRIE Hilary Goodkind was up next as the student panel moderator and asked the students to [introduce themselves](#). Dawit Bairu, Nicole Hong, Seini (Jane) Petelo, Guillermo Garcia, Stelios Kyriacou, Cristian Alvarez-Flores, and Vou Aumavae shared their majors and what programs they are connected to at CSM. Next came the questions and responses.



Dr. Goodkind asked "[What are the top two challenges you've face with your education at this point?](#)" Student responses echoed common themes: balancing school and work, staying motivated in a virtual academic format, maintaining community and connections to other students, feeling Zoomed out, managing virtual content in various places, communicating

with peers and faculty, and staying informed. One student highlighted the overall challenge of being a first-generation student of color trying to navigate the higher education system.

The second question was "[Can you think of ways that CSM can help you address your challenges?](#)" Answers included suggestions to better organize and simplify class Canvas pages, faculty being more understanding with class assignment deadlines, requirements for students to turn their cameras on in class, more robust feedback from faculty in asynchronous classes, and more faculty face-to-face virtual office hours and study groups that help foster interaction.

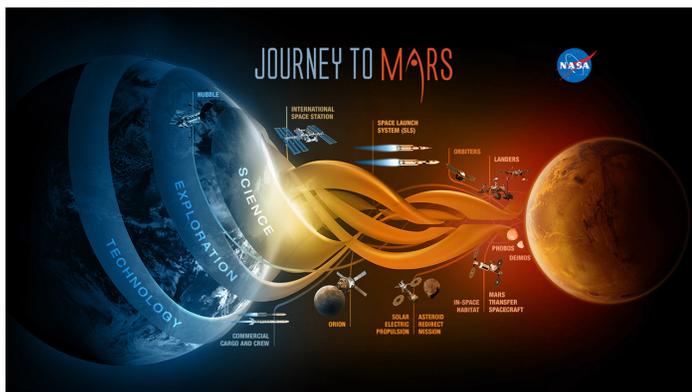
The next question was "[Where do you feel the greatest sense of support at CSM and what contributes to that feeling?](#)" The Promise Scholars Program was cited multiple times as a supportive "family" that helped provide belonging during lonely times. Other students shared how motivating the Promise Scholars Program support team is and how that helped them contribute to the campus community by getting involved in campus clubs. Many students thanked CSM faculty and shared how supportive they've have been: being present, checking in on students, asking how they are doing, and giving their all. Transfer Services, Associated Students, EOPS, Financial Aid, Multicultural & Dream Center, and the Disability Resource Center were also mentioned as supportive services.

With some extra time remaining, a bonus question was posed: "[How do you feel about a return to campus this spring?](#)" The student panel was excited about getting back to campus. They mentioned looking forward to having a place to hang out, participating in on-campus activities, interacting with live staff and faculty, and reconnecting with peers. While this group of students has been active in college programs and services, CSM recognizes that some students may prefer virtual learning, so the Spring 2022 schedule was built to accommodate students of all needs. The session concluded with the students asking questions regarding safety precautions during their return to campus.

Following this informative session, CSM's Flex Day continued in Zoom breakout sessions facilitated by faculty and staff, covering various topics on pedagogy, antiracism, technology, equity, and student support. While participants were primarily online

through the day, breakfast and lunch brought employees together on a beautiful day on the Bayview Terrace.

## FAMILY SCIENCE DAY RETURNS WITH KEYNOTE FROM MEMBER OF NASA'S PERSEVERANCE MARS ROVER SCIENCE TEAM



CSM's annual Family Science Day returned in late September for its second year in a virtual format, drawing hundreds of science fans of all ages. Spearheaded by Physics Professor Mohsen Janatpour, the event was made possible by the dedicated efforts of many CSM faculty, staff, students, administrators, and community members. Additional support also came from a long-time partnership with the San Mateo County Astronomical Society (SMCAS).

The day featured various [live sessions](#), and attendees were also encouraged to browse the [video library](#), a selection of pre-recorded videos created by the event organizers and presenters.

The day's highlight was the [keynote](#) given by Dr. Pablo Sobron, founder & CEO of Impossible Sensing and research scientist at the SETI Institute. Dr. Sobron shared his experience as a member of NASA's [Mars 2020/Perseverance Rover](#) Science Team and their mission to seek signs of ancient life on Mars and collect samples for return to Earth.

Dr. Sobron began the keynote by providing basic background facts about Mars' size, mass, temperature, and year length (687 days!). Then he explained the process of launching and landing spacecraft on the Red Planet before sharing footage of the Perseverance Mars Rover landing and the excited reactions of many on Earth at that moment.



He proceeded to explain elements of the Rover and the tools it uses to scan, drill, measure, and gather samples in desired "hot spots." Next, he played brief audio recordings from Mars, including the sound of the blades from [Ingenuity](#), a helicopter nestled in the belly of the Perseverance Rover. Finally, Dr. Sobron concluded the presentation by discussing upcoming missions before taking questions from attendees.

It was a fascinating day full of inquiry, exploration, and engaging discussions. A huge thank you goes out to the entire team that made this year's virtual event a success. And we look forward to next year's event returning to an in-person format in September 2022.



NASA's Perseverance Mars rover takes selfie over a rock nicknamed "Rochette" on September 10, 2021.  
(Source: [mars.nasa.gov](https://mars.nasa.gov))



**PANEL OF STUDENT RESEARCHERS HOSTED BY HONORS TRANSFER PROGRAM AND LIBRARY**



On Thursday, October 7, 2021, six student-researchers shared their experiences doing research in a first-time, hyflex program with five student-researchers—Amanda Sayaseng, Brendan Murtagh, Faith Valencia, Jiries Kaileh, Madeleine McSwain available in person, on campus—and student-researcher Shannon Hoang available online through Zoom.

Honors Transfer Program Faculty Coordinator Janice Sapigao welcomed everyone to the event, with close to 20 people attending in person and 20 people attending online. The event started with all students, professional staff, and faculty at the event engaging in a getting-to-know-you icebreaker led by fellow event co-organizers, Chemistry Professor Susanne Schubert and Professor Librarian Pia Walawalkar. After familiarizing ourselves with the space, as most of us were on-campus together either for the first time ever or after a long time away, we transitioned to the student panel.

The panelists primarily consisted of students in various stages of the research process, with some in their first or second years of the Honors Transfer Program. Five out of the six students are in the Next Enriched Xenon Observatory (nEXO) Program, of which Skyline College is the only community college participant.

The student-researchers answered questions about how they first got started in research, how they found faculty-mentors, how they overcame initial self-doubt, how feasible it was to

start research projects while taking on regular coursework, and how to find resources for support. Student Juries Kaileh said he didn't know he could ask for help with his research, but once he did, his research got easier. Madeleine McSwain said that finding the right resources has helped her figure out how to keep going. Shannon Hoang shared, "Most of the challenges I have faced was a lack of monetary resources. I strongly believe that the technology needed to fix climate issues already exists but the money made from bigger corporations is of higher value in this country. In order to make strides in the STEM industry, we must place the health of the people to a much higher level than it is now." All of the students mentioned and expressed gratitude to their faculty-mentors who supported them throughout the duration of various research projects.



Student Faith Valencia said that she got started in research after her Professor, Erinn Struss, reached out to her about the Honors Transfer Program. From there, she joined the program and enrolled in Interdisciplinary Studies 105 (IDST 105), the Honors Research Seminar, and she realized that she wanted to learn more about something she's really interested in: fashion. She ended up doing a creative research project on how Japanese fashion evolved from the 1800s to the twenty-first century.

*Article by Janice Sapiago | Photos by Marisa Thigpen*

**THE PEOPLE'S COLLEGE INITIATIVE AT SKYLINE COLLEGE**

This year, Skyline College plans to receive important grant funding through the Institutional Effectiveness Partnership Initiative (IEPI) at the State Chancellor's office to launch the People's College Initiative (PCI) which will further the college's

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participatory governance, climate review work, and anti-racist initiatives. Through the PCI, we plan to lay the foundation for a strong, sustainable and healthy college climate – work that intersects with our active antiracism efforts – to transform us as a community of the people, and to move us toward setting the best example of strong civic engagement and democracy for our students in the classroom.



We believe the key ingredients to transforming our climate into a healthy college and workplace experience is three-fold:

(1) Having a robust participatory governance process that people trust and believe in, rendering open and transparent decision-making a way of life at Skyline College. We will work to provide the structure and practices needed to ensure all voices are heard, and that the people and students of Skyline College actively work together to shape its future; (2) Creating an antiracist culture that embraces campus wide training, practice, and action toward becoming an antiracist college; and (3) Engaging in regular climate review in order to measure our transformation in becoming a true institution of the people with an emphasis on the student experience.



We will measure success by the existence of a broad-based understanding of how our college functions as a democratic institution, how our shared governance model works, how we can come together and learn to be antiracist practitioners in an educational environment. And, the piece de resistance is a healthy climate. We intend to norm participatory governance, antiracism training and action, and regular climate review.



A positive climate and culture, alongside active antiracism work undergirds a healthy 21st century community college campus – and when our campus community is healthy, students feel a greater sense of belonging and thrive in a true democratic environment.

**BOARD REPORT NO. 21-10-02A**

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Marie Billie, Interim Chief Human Resources Officer  
David Feune, Director of Human Resources

**APPROVAL OF REVISION TO MISCELLANEOUS PAY RATES SALARY SCHEDULE**

The Miscellaneous Pay Rates Salary Schedule was originally established by the Board of Trustees in 1989 (Board Report No. 89-7-3A) for selected services not covered by other District salary schedules. The classifications are designed to supplement current staff services on a short-term, non-continuing basis, and constitute temporary, at-will employment for special District services and projects.

As the District transitions the San Mateo Athletic Club to an in-house operation, the District has developed an initial staffing plan that supports internal operations. The following positions are being recommended for the Community Fitness Center and for inclusion on the Miscellaneous Pay Rates Salary Schedule:

- **Community Fitness Assistant Coach:** The Community Fitness Assistant Coach (CFAC) provides overall assistant leadership and coordination of the Masters Swim and Youth Swim Team at the College of San Mateo aquatic facility. The CFAC directs programs and executes duties consistent with District and College mission statements and values. The CFAC shall work with the Aquatics Program Manager/Coach to schedule the use of the aquatic facility in such a way as to preserve the primacy of the academic program and other college users and faculty, while accommodating the needs of the community during the unassigned time periods. The CFAC is responsible for implementing safety protocols as required by statute and District regulations and supervising, scheduling and daily service delivery of safety assurances including review of the lifeguard's schedules during team practice and swim practices and events with assurance of others assigned safety functions in conjunction with coaching duties. The CFAC practices cohesive team management strategy, with interdepartmental relationship development, daily focused coordinating and managing efforts and pool operations. Pay Range: \$22 - \$30 per hour.
- **Community Fitness Instructor (Not-for-Credit):** The Community Fitness Instructor serves in the following primary role of not-for-credit group or private instruction. The instruction is provided in pre-determined locations or virtually. The instructor will have a specific certification and/or have met the pre-determined certificate requirement of the specific instructional format. The instructor teaches through one-on-one or group demonstration and guidance in technique, critique, development, and direction while assuring safety and preparation for potential emergencies in all areas. The instructor will work in coordinated efforts (specific to communication and scheduling) with colleagues and front desk associates to assure adherence to scheduling. Areas of instruction include Pilates, Group Exercise/Dance and Swim. Pay Range: \$18 - \$75 per hour.
- **Community Fitness Personal Trainer:** The Community Fitness Personal Trainer (CFPT) serves in the following primary roles: one-on-one personal training and semi-private group fitness training. The role is performed only during pre-scheduled, pre-paid Personal Training Sessions. The service is provided in pre-determined designated fitness workout areas, outdoors, on the pool

deck, in classrooms or virtually. The CFPT will have a specific fitness exercise certification and/or the pre-determined certificate requirement of the specific exercise format requirements. The CFPT teaches and instructs participants through one-on-one demonstration and guidance in technique, critique, development, direction and supportive teaching, while assuring safety and preparation for potential emergencies in all areas including the pool. The CFPT shall demonstrate and communicate proven effective safety measures to all participants and offer modification options in execution. The CFPT will work in coordinated efforts (specific to communication and scheduling) with colleague, front desk associates to assure prescheduled appointments for private fitness instruction (personal training and semi-private training), are completed. Pay Range: \$18 - \$75 per hour.

- **Community Fitness Trainer:** The Community Fitness Trainer (CFT) serves in the following roles: fitness floor supervision and general fitness instruction. This position will perform in pre-determined designated fitness workout areas, outdoors, on the pool deck, in classrooms or virtually. The CFT will have a general or specific fitness exercise certification and/or the pre-determined certificate requirement of the specific exercise format requirements. The CFT delivers planning and instruction typically in pre-designated facility settings. The CFT teaches and instructs participants through demonstration and guidance in technique, critique, development, direction and supportive teaching, while assuring safety and preparation for emergencies in all areas including the pool. The CFT shall demonstrate and communicate proven effective safety measures to all participants and offer modification options in execution of classes. Pay Range: \$18 - \$75 per hour.
- **Lifeguard I:** The Lifeguard I monitors all pools for the Community Fitness Center the swimmers participating in academics, team practices, team sports, water exercise classes, group and private lessons. The Lifeguard I is responsible for overseeing the safety of all swimmers, executing coordinated efforts with fellow lifeguards on deck in assistance of aquatics programming. The Lifeguard I practices cohesive, cooperative strategies, with responsible implementation of safety protocols as required by statute and District regulations and may be asked to participate in the training and daily practice of lifeguards and others assigned safety functions. The Lifeguard I monitors maintenance, safety kits and assurances of lifesaving equipment, including AED's at the beginning of each shift supportive of the Lifeguard II, co-workers, team in ease and cooperation of procedures for staff. The Lifeguard I monitors and reports to the Lifeguard II any observed safety or facility compliance concerns with awareness of State and County standards. Position requires certified pool operator (CPO) certificate. Pay Range: \$18 - \$20 per hour.
- **Lifeguard II:** The Lifeguard II serves in the role as shift lead for all Lifeguards on duty. The Lifeguard II is responsible for overseeing the safety of all swimmers, with direct coordination and supervision of lifeguards on deck in assistance of aquatics programming. The Lifeguard II executes duties consistent with District and College mission statements and values and practices cohesive, cooperative strategies, with responsible implementation of safety protocols as required by statute and District regulations and may be asked to participate in the training and daily practice of lifeguards and others assigned safety functions. The Lifeguard II monitors maintenance, safety kits and assurances of lifesaving equipment, including AED's at the beginning of each shift supportive of the Program Manager-Aquatics, Aquatics team co-workers and with assurance of team ease and cooperation of procedures for staff. Position requires certified pool operator (CPO) certificate. Pay Range: \$20-\$22 per hour.

## RECOMMENDATION

It is recommended that the Miscellaneous Pay Rates Salary Schedule be revised, effective November 1, 2021, as indicated on the attached pay schedule.



**MISCELLANEOUS PAY RATES SALARY SCHEDULE**  
(Effective November 1, 2021)

| CLASSIFICATION  | HOURLY PAY RATES                  |
|---|-----------------------------------|
| <p><b>Academic Coach</b><br/>Will instill specific coaching methodologies into a class with the goal that students will be more engaged. The coaching methodologies include strategies such as developing friendly competition in the classroom, goal setting, teamwork, case loading, commitment to completing, dedication, accountability, perseverance, and resiliency to overcome setbacks.</p>   | <p>\$50.00 - \$75.00</p>          |
| <p><b>Accompanist</b><br/>Play piano to assist in voice classes and for choral groups.</p>  | <p>\$50.00 – \$75.00</p>          |
| <p><b>Art Model</b><br/>Perform specialized services in an instructional classroom environment for Art classes where the curriculum calls forth the requirement of drawing the human figure, with attention to drawing from the live model.</p>   | <p>\$25.00 - \$50.00</p>          |
| <p><b>Assistant Coach</b><br/>Provide support for coaching in a specific sport; supervise practices, assist at games.</p>   | <p>Up to \$20,000 per season.</p> |
| <p><b>College Physician</b><br/>Plans, implements and leads professional College health care services in conjunction with public health nursing staff; provides medical advice and treatment in the College Health Center; writes prescriptions as needed; confers with medical plan providers and emergency medical personnel regarding follow-up care; sets up and maintains confidential documentation of treatment and services provided; completes required medical provider and emergency forms; makes presentations to students, organizations and other groups as assigned.</p> | <p>\$110.00 - \$125.00</p>        |

| CLASSIFICATION  | HOURLY PAY RATES         |
|---|--------------------------|
| <p><b>Community Fitness Assistant Coach</b><br/>                     Provides overall assistant leadership and coordination of the Masters Swim and Youth Swim Teams at the College of San Mateo aquatic facility; directs programs and executes duties consistent with District and College mission statements and values; work with the Aquatics Program Manager/Coach to schedule the use of the aquatic facility in such a way as to preserve the primacy of the academic program and other college users and faculty, while accommodating the needs of the community during the unassigned time periods; responsible for implementing safety protocols as required by statute and District regulations and supervising, scheduling and daily service delivery of safety assurances including review of the lifeguard’s schedules during team practice and swim practices and events with assurance of others assigned safety functions in conjunction with coaching duties; practices cohesive team management strategy, with interdepartmental relationship development, daily focused coordinating and managing efforts and pool operations.</p> | <p>\$22.00 - \$30.00</p> |
| <p><b>Community Fitness Instructor (Not-for-Credit)</b><br/>                     Serves in the following primary role of not-for-credit group or private instruction. Instruction is provided in pre-determined locations or virtually. Instructors will have a specific certification and/or have met the pre-determined certificate requirement of the specific instructional format. Teaches through one-on-one or group demonstration and guidance in technique, critique, development, and direction while assuring safety and preparation for potential emergencies in all areas; work in coordinated efforts (specific to communication and scheduling) with colleagues and front desk associates to assure adherence to scheduling. Areas of instruction include Pilates, Group Exercise/Dance and Swim.</p>  | <p>\$18.00 - \$75.00</p> |

| CLASSIFICATION  | HOURLY PAY RATES          |
|---|---------------------------|
| <p><b>Community Fitness Personal Trainer</b><br/>                     Serves in the following primary roles of one-on-one personal training and semi-private group fitness training. The role is performed only during pre-scheduled, pre-paid Personal Training Sessions. The service is provided in pre-determined designated fitness workout areas, outdoors, on the pool deck, in classrooms or virtually. Personal Trainers will have a specific fitness exercise certification and/or the pre-determined certificate requirement of the specific exercise format requirements. Teaches and instructs participants through one-on-one demonstration and guidance in technique, critique, development, direction and supportive teaching, while assuring safety and preparation for potential emergencies in all areas including the pool; demonstrate and communicate proven effective safety measures to all participants and offer modification options in execution; work in coordinated efforts (specific to communication and scheduling) with colleague, front desk associates to assure prescheduled appointments for private fitness instruction (personal training and semi-private training), are completed.</p> | <p>\$18.00 - \$75.00</p>  |
| <p><b>Community Fitness Trainer</b><br/>                     Serves in the following roles of fitness floor supervision and general fitness instruction. This position will perform in pre-determined designated fitness workout areas, outdoors, on the pool deck, in classrooms or virtually. Fitness Trainers will have a general or specific fitness exercise certification and/or the pre-determined certificate requirement of the specific exercise format requirements. Delivers planning and instruction typically in pre-designated facility settings; teaches and instructs participants through demonstration and guidance in technique, critique, development, direction and supportive teaching, while assuring safety and preparation for emergencies in all areas including the pool; demonstrate and communicate proven effective safety measures to all participants and offer modification options in execution of classes.</p>  | <p>\$18.00 - \$75.00</p>  |
| <p><b>Community Services Instructor/Short Course (Teacher) Instructor</b> Instruct not-for-credit, personal and professional enrichment courses taught on a wide variety of topics at SMCCCD, as well as out in the community. Per contractual agreement between CCCE and business and industry customers, instruct and set up activities and develop curriculum or activities within the focus of the program(s). Independently prepare lesson plans and class/program materials, records of attendance and other related duties.</p>  | <p>\$20.00 - \$350.00</p> |

| CLASSIFICATION  | HOURLY PAY RATES            |
|---|-----------------------------|
| <p><b>Consultant (Non-Instructional)</b><br/>Perform review, analysis, and consultation for specific events/ and/or projects requiring specialized knowledge or expertise. Work is completed with a high degree of discretion, independent judgement, and generally performed as professional or administrative work.</p>   | \$25.00 - \$200.00          |
| <p><b>Contract Education Instructor (not-for-credit)</b><br/>Instruct not-for-for credit programs offered to public or private organizations to promote education/training and economic development for the business community. Maximum rate of pay subject to agreement between the district and trainer.</p>  | \$50.00 - \$350.00          |
| <p><b>Counseling Intern</b><br/>Provides individual, couple and group personal counseling to students; provides consultation with faculty and staff; attends outreach activities (in class presentation, workshops, tabling, etc.); collaborates with on-campus programs; provides referrals to off-campus resources; attends weekly group supervision/training and individual supervision; maintains clinical records.</p> | \$20 Flat Rate              |
| <p><b>EMT I Proctor</b><br/>Assists instructors in the various classes and schedules assignments to part-time instructors, which can result in work assignments varying from one to several class sessions per semester.</p>  | \$25.00 Flat Rate           |
| <p><b>Fashion Design Program Assistant</b><br/>Makes minor repairs to sewing machines, provides department tours, designs program websites, creates brochures and flyers to advertise classes and events, speaks at career days, plans for events, and manages supplies and equipment for the Fashion Design program.</p>   | \$16.19 – \$16.98 – \$17.80 |
| <p><b>Health Educator</b><br/>Assist in organizing and delivering health education programs and services to students. Provide proactive health information on an as-needed basis.</p>   | \$27.00 Flat Rate           |
| <p><b>KCSM Projects Leader</b><br/>Under direction of General Manager or other management staff, directs and coordinates contracts, technical requirements, compliance with Federal Communications Commission regulations, studio scheduling and other strategic planning and logistics for special station projects and productions.</p>   | \$60.00 Flat Rate           |
| <p><b>KCSM Production Operator</b><br/>Operates cameras; adjusts camera angles and apertures; makes minor repairs to equipment and supplies; serves as studio mixer; operates teleprompters.</p>  | \$35.00 – \$40.00 - \$45.00 |

| CLASSIFICATION  | HOURLY PAY RATES            |
|---|-----------------------------|
| <p><b>KCSM Floor Director</b><br/>Works with producer and other directors to set up, monitor and adjust camera angles, cues, lighting and sound performance quality; supervises scripts, placement and performance of on-air talent.</p>  | \$30.00 – \$35.00 – \$40.00 |
| <p><b>KCSM Video Shader</b><br/>Operates cameras to monitor color and level of consistency throughout various programs.</p>   | \$30.00 – \$35.00 – \$40.00 |
| <p><b>Lifeguard I</b><br/>Monitors all pools for the Community Fitness Center swimmers participating in academics, team practices, team sports, water exercise classes, group and private lessons; responsible for overseeing the safety of all swimmers, executing coordinated efforts with fellow lifeguards on deck in assistance of aquatics programming; practices cohesive, cooperative strategies, with responsible implementation of safety protocols as required by statute and District regulations and may be asked to participate in the training and daily practice of lifeguards and others assigned safety functions; monitors maintenance, safety kits and assurances of lifesaving equipment, including AED’s at the beginning of each shift supportive of the Lifeguard II, co-workers, team in ease and cooperation of procedures for staff; monitors and reports to the Lifeguard II any observed safety or facility compliance concerns with awareness of State and County standards. Position requires certified pool operator (CPO) certificate.</p> | \$18.00 - \$20.00           |
| <p><b>Lifeguard II</b><br/>Serves in the role as shift lead for all Lifeguards on duty; responsible for overseeing the safety of all swimmers, with direct coordination and supervision of lifeguards on deck in assistance of aquatics programming; executes duties consistent with District and College mission statements and values and practices cohesive, cooperative strategies, with responsible implementation of safety protocols as required by statute and District regulations and may be asked to participate in the training and daily practice of lifeguards and others assigned safety functions; monitors maintenance, safety kits and assurances of lifesaving equipment, including AED’s at the beginning of each shift supportive of the Program Manager-Aquatics, Aquatics team co-workers and with assurance of team ease and cooperation of procedures for staff. Position requires certified pool operator (CPO) certificate.</p>  | \$20.00 - \$22.00           |

| CLASSIFICATION   | HOURLY PAY RATES            |
|--|-----------------------------|
| <p><b>KCSM Video Mixer</b><br/>Sets up production video consoles pursuant to producer/director requests. Serves as interface between producer/directors and crews.</p>   | \$35.00 – \$40.00 – \$45.00 |
| <p><b>Practicum Mentor (Early Childhood Education)</b><br/>Facilitate a Community of Practice (CoP) each week. Practicum Mentors 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.</p> | \$35.00                     |
| <p><b>Shuttle Drivers</b><br/>Drive District-issued 10 passenger van for various events, programs, meetings, and tours.</p>  | \$16.50                     |
| <p><b>Videographer</b><br/>Film specific events and/or projects such as, campus events, campus activities, teaching in classrooms, campus landscapes, and conduct interviews to gather footage for the college. Film will be edited for use on the college website, social media and to document the work and activities of the college for communications and promotional purposes.</p>   | \$50.00 - \$200.00          |



**Jayn Pettingill\*** Staff Announcer/Producer (NP) KCSM

New part-time (40%), 12-month classified employment (Grade 25 of the Classified Salary Schedule 60; Salary Range: \$26,078.40 - \$33,393.60), effective November 1, 2021. This position was previously Board approved on June 9, 2021.

**District Office**

**Luis Ambojia\*** Maintenance Engineer Facilities

New full-time, 12-month classified employment (Grade FF of the Buildings and Grounds Salary Schedule 70; Salary Range: \$73,380 - \$90,096), effective November 1, 2021, replacing Jeffery Szklanecki who resigned.

**Skyline College**

**Muang Pharn\*** Office Assistant II Global Learning  
(Passport Acceptance Facility) Programs and Services

New part-time (48%), 12-month classified employment (Grade 18 of the Classified Salary Schedule 60; Salary Range: \$26,449.92 - \$33,719.04), effective November 1, 2021, replacing Kimiko Petsche who resigned.

**Guadalupe Vozar\*** Office Assistant II Global Learning  
(Passport Acceptance Facility) Programs and Services

New part-time (48%), 12-month classified employment (Grade 18 of the Classified Salary Schedule 60; Salary Range: \$26,449.92 - \$33,719.04), effective November 1, 2021, replacing Joseph Jaballa who was reassigned.

**1. Re-Employment**

**C. REASSIGNMENT THROUGH THE HIRING PROCESS**

**District Office**

**Francisco Magaña** Lead Custodian Facilities

Reassigned from a full-time Custodian (Grade AA of the Buildings and Grounds Salary Schedule 70; Salary Range: \$50,604 - \$62,736) into this full-time 12-month position (Grade CC of the same salary schedule; Salary Range: \$56,412 - \$70,128), effective October 28, 2021, replacing Eduardo Gonzalez who was reassigned.

**Hayward Ofa** Senior Maintenance Engineer Facilities

Reassigned from a full-time Maintenance Engineer (Grade FF of the Buildings and Grounds Salary Schedule 70; Salary Range: \$73,380 - \$90,096) into this full-time 12-month position (Grade HH of the same salary schedule; Salary Range: \$77,160 - \$98,532), effective October 28, 2021. This position was previously vacant.

**Hugo Zarco Vargas** Maintenance Engineer Facilities

Reassigned from a full-time Utility Engineer (Grade DD of the Buildings and Grounds Salary Schedule 70; Salary Range: \$61,908 - \$76,944) into this full-time 12-month position (Grade FF of the same salary schedule; Salary Range: \$73,380 - \$90,096), effective October 28, 2021, replacing Luis Hernandez who retired.

**Skyline College****Linda Truong**

Project Director (NP)

Strategic Partnerships &  
Workforce Development

Reassigned from full-time Program Services Coordinator (Funded by: Strong Workforce Program, Carl Perkins, and Career Technical Education Grants) (Grade 27 of the Classified Salary Schedule 60; Salary Range: \$68,580 - \$87,504) into this full-time 12-month position (Grade 175S of the Classified Professional/Supervisory Salary Schedule 40; Salary Range: \$73,272 – 93,600), effective October 28, 2021. This position was previously Board approved on May 12, 2021.

**D. TRANSFER/ADMINISTRATIVE REASSIGNMENT**

None

**E. NON-REPRESENTED EMPLOYEES ADDITIONAL DUTIES ASSIGNMENT**

None

**F. CHANGES IN STAFF ALLOCATION****District Office**

1. Recommend a change in staff allocation to add two full-time, 12-month Program Services Coordinator positions (Grade 27 of the Classified Salary Schedule 60; Salary Range: \$68,580 - \$87,504) in the areas of Aquatics and Front Desk for Community Fitness, effective October 28, 2021.
2. Recommend a change in staff allocation to add one full-time, 12-month Membership Services Coordinator position (Grade 27 of the Classified Salary Schedule 60; Salary Range: \$68,580 - \$87,504) in Community Fitness, effective October 28, 2021.
3. Recommend creation of a new classification titled, “Community Fitness Operations Manager” at Grade 180E of the Academic-Classified Exempt Supervisory Salary Schedule 35 (salary range: \$87,300 - \$110,580), effective October 28, 2021. In addition, recommend a change in staff allocation to add one full-time, 12-month Community Fitness Operations Manager position in Community Fitness, effective October 28, 2021.
4. Recommend creation of a new classification titled, “Aquatics Operations Manager” at Grade 180E of the Academic-Classified Exempt Supervisory Salary Schedule 35 (salary range: \$87,300 - \$110,580), effective October 28, 2021. In addition, recommend a change in staff allocation to add one full-time, 12-month Aquatics Operations Manager position in Community Fitness, effective October 28, 2021.
5. Recommend creation of a new classification titled, “Aquatics Program Manager/ Coach” at newly created Grade 175E of the Academic-Classified Exempt Supervisory Salary Schedule 35 (salary range: \$70,008 - \$88,680), effective October 28, 2021. In addition, recommend a change in staff allocation to add two full-time, 12-month Aquatics Program Manager/Coach positions in Community Fitness, effective October 28, 2021.

**G. PHASE-IN RETIREMENT**

None

**G. LEAVE OF ABSENCE**

None

**H. PUBLIC EMPLOYEE RETIREMENT AND RESIGNATION**

**1. Retirement**

**College of San Mateo**

**Susan Roseberry** Instructional Aide II Counseling

Retirement effective December 30, 2021, with 20.5 years of District service. Eligible for district retiree benefits.

**2. Post-Retirement**

None

**3. Resignation**

**Cañada College**

**Jannet Rios Leon** Program Services Coordinator Enrollment Services

Resignation effective October 30, 2021, with 4 months of District service.

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

None

**J. PROFESSIONAL EXPERT/CONTRACT POSITIONS**

| <i>Location</i> | <i>Division / Department</i> | <i>No. of Pos.</i> | <i>Start and End Date</i> |            | <i>Services to be performed</i>   |
|-----------------|------------------------------|--------------------|---------------------------|------------|---|
| Cañada College  | Workforce Development        | 8                  | 01/01/2022                | 06/30/2022 | <b>Consultant (Non-Instructional):</b><br>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.<br>Requesting Manager: Tammy Robinson |

|                 |                       |    |            |            |  |
|-----------------|-----------------------|----|------------|------------|--|
| Cañada College  | Workforce Development | 7  | 01/01/2022 | 06/30/2022 | <p><b>Instructors (not-for-credit):</b><br/>These are short-term classes that 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 offsite.<br/>Requesting Manager: Tammy Robinson</p>   |
| District Office | Community Fitness     | 32 | 11/01/2021 | 06/30/2022 | <p><b>Community Fitness Instructor:</b><br/>This position will serve in the following primary role of not-for-credit group and/or private instruction in the areas of Pilates, Group Exercise/Dance, and Swim; provide in pre-determined locations or virtually; will have a specific certification and/or have met the pre-determined certificate requirement of the specific instructional format; teach through one-on-one or group demonstration and guidance in technique, critique, development, and direction while assuring safety and preparation for potential emergencies in all areas; work in coordinated efforts (specific to communication and scheduling) with colleagues and front desk associates to assure adherence to scheduling. Requesting Manager: Kurt Scholler</p> |
| District Office | Community Fitness     | 8  | 11/01/2021 | 06/30/2022 | <p><b>Community Fitness Personal Trainer:</b><br/>This position will serve in the following primary roles: one-on-one personal training and semi-private group fitness training; perform only during pre-scheduled, pre-paid Personal Training Sessions; provide in pre-determined designated fitness workout areas, outdoors, on the pool deck, in classrooms or virtually; have a specific fitness exercise certification and/or the pre-determined certificate requirement of the specific exercise format requirements; teach and instruct participants through one-on-one</p>   |

|                 |                   |   |            |            |   |
|-----------------|-------------------|---|------------|------------|---|
|                 |                   |   |            |            | demonstration and guidance in technique, critique, development, direction and supportive teaching, while assuring safety and preparation for potential emergencies in all areas including the pool; demonstrate and communicate proven effective safety measures to all participants and offer modification options in execution; work in coordinated efforts (specific to communication and scheduling) with colleagues, front desk associates to assure prescheduled appointments for private fitness instruction (personal training and semi-private training), are completed. Requesting Manager: Kurt Scholler   |
| District Office | Community Fitness | 4 | 11/01/2021 | 06/30/2022 | <b>Community Fitness Trainer:</b> This position will serve in the following roles: fitness floor supervision and general fitness instruction; perform in pre-determined designated fitness workout areas, outdoors, on the pool deck, in classrooms or virtually; will have a general or specific fitness exercise certification and/or the pre-determined certificate requirement of the specific exercise format requirements; deliver planning and instruction typically in pre-designated facility settings, teach and instruct participants through demonstration and guidance in technique, critique, development, direction and supportive teaching, while assuring safety and preparation for emergencies in all areas including the pool; demonstrate and communicate proven effective safety measures to all participants and offer modification options in execution of classes. Requesting Manager: Kurt Scholler |
| District Office | Community Fitness | 4 | 11/01/2021 | 06/30/2022 | <b>Community Fitness Assistant Coach:</b> This position will provide overall assistant leadership and coordination of the Masters Swim and Youth Swim Team at the College of San Mateo aquatic facility; direct programs and execute  |

|                 |                   |   |            |            |  |
|-----------------|-------------------|---|------------|------------|--|
|                 |                   |   |            |            | <p>duties consistent with District and College mission statements and values; work with the Aquatics Program Manager/Coach to schedule the use of the aquatic facility in such a way as to preserve the primacy of the academic program and other college users and faculty, while accommodating the needs of the community during the unassigned time periods; responsible for implementing safety protocols as required by statute and District regulations and supervising, scheduling and daily service delivery of safety assurances including review of the lifeguard's schedules during team practice and swim practices and events with assurance of others assigned safety functions in conjunction with coaching duties; practice cohesive team management strategy, with interdepartmental relationship development, daily focused coordinating and managing efforts and pool operations.</p>                               |
| District Office | Community Fitness | 8 | 11/01/2021 | 06/30/2022 | <p><b>Lifeguard I:</b><br/>                 This position will monitor all pools for the Community Fitness Center the swimmers participating in academics, team practices, team sports, water exercise classes, group and private lessons; is responsible for overseeing the safety of all swimmers, executing coordinated efforts with fellow lifeguards on deck in assistance of aquatics programming; practice cohesive, cooperative strategies, with responsible implementation of safety protocols as required by statute and District regulations and may be asked to participate in the training and daily practice of lifeguards and others assigned safety functions; monitor maintenance, safety kits and assurances of lifesaving equipment, including AED's at the beginning of each shift supportive of the Lifeguard II, co-workers, team in ease and cooperation of procedures for staff; monitor and report to the</p> |

|                 |                   |   |            |            |  |
|-----------------|-------------------|---|------------|------------|--|
|                 |                   |   |            |            | Lifeguard II any observed safety or facility compliance concerns with awareness of State and County standards. Requesting Manager: Kurt Scholler   |
| District Office | Community Fitness | 3 | 11/01/2021 | 06/30/2022 | <b>Lifeguard II:</b><br>This position will serve in the role as shift lead for all Lifeguards on duty; responsible for overseeing the safety of all swimmers, with direct coordination and supervision of lifeguards on deck in assistance of aquatics programming; execute duties consistent with District and College mission statements and values and practices cohesive, cooperative strategies, with responsible implementation of safety protocols as required by statute and District regulations and may be asked to participate in the training and daily practice of lifeguards and others assigned safety functions; monitor maintenance, safety kits and assurances of lifesaving equipment, including AED's at the beginning of each shift supportive of the Program Manager-Aquatics, Aquatics team co-workers and with assurance of team ease and cooperation of procedures for staff. Requesting Manager: Kurt Scholler |

**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  | Academic Support and Learning Technology | 4                  | 01/01/2022                | 06/30/2022 | <b>Instructional Aide II:</b><br><i>Previously Requested Position</i><br>This position will support students enrolled in college level math and English, with particular focus on accelerated course curriculum that is part of AB 705 implementation. Under supervision, this position will provide one-to-one and small group tutoring; assist program/lab coordinators in the development and application of supplemental subject area instruction; assist students in the use of instructional materials, |

|                 |                                      |   |            |            |  |
|-----------------|--------------------------------------|---|------------|------------|--|
|                 |                                      |   |            |            | e.g., computers, media; assist in the presentation of workshops and study groups, and related needs.<br>Requesting Manager: David Reed   |
| District Office | Community Fitness                    | 2 | 11/01/2021 | 06/30/2022 | <b>Office Assistant II:</b><br>This position will exchange member account information; screen calls, visitors and electronic inquiries to provide response based on confidential financial policy and procedural information training and directives and/or to take messages and make appropriate referrals; Set up and update member accounts to include new electronic billing information, address changes, membership freeze and /or similar data entry changes specific to training; uses a database and a variety of computer software to set up, track and maintain a wide variety of data and electronic and manual files and to perform data entry and retrieval; prepare member account correspondence, reports and forms to assure clear communication. Requesting Manager: Kurt Scholler |
| Skyline College | Kinesiology / Athletics / Dance      | 1 | 01/01/2022 | 06/30/2022 | <b>Athletic Trainer:</b><br><i>Previously Requested Position</i><br>Trainer responsibilities will include but not be limited to assessing injuries, event coverage, communicating with coaches, completing and filing paperwork, cleaning, and sterilizing/maintaining equipment. Position is requested just in case COVID 19 Return to Play protocols require additional athletic training support on an intermittent basis. We would not be able to increase hours or provide overtime in these situations for our current district athletic trainers as they would be handling their own campus responsibilities and events.<br>Requesting Manager: Joseph Morello  |
| Skyline College | Strategic Partnerships and Workforce | 2 | 11/01/2021 | 06/30/2022 | <b>Shuttle Drivers:</b><br>To support student centered programming transportation for off-campus events such as the  |

|  |  |  |  |  |   |
|--|--|--|--|--|---|
|  |  |  |  |  | Women's Mentoring and Leadership Academy, Adult School Transition Programming and Career Readiness and Job Placement as part of the Strategic Partnerships and Workforce Development Division. Requesting Manager: Andrea Vizenor |
|--|--|--|--|--|---|

**BOARD REPORT NO. 21-10-01CA**

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

**RATIFICATION OF JULY AND AUGUST 2021 DISTRICT WARRANTS**

Attached as Exhibits A and B are the warrants in excess of \$10,000 that were issued in the months of July and August 2021 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 July 1, 2021 through August 31, 2021 and ratify the contracts entered into leading to such payments.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
 July 1 - 31, 2021  
 WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

| Check Number | Check Date | Vendor Name                                       | Check Amount | Description  |
|--------------|------------|---|--------------|--|
|              |            | <u>District Accounts Payable</u>                  |              |  |
| 0088321      | 07/06/21   | Luan, Jing  | 12,013.45    | International Students Recruitment Travel Expenses Reimbursement                   |
| 0088324      | 07/06/21   | U.S. Bank National Association ND, .              | 322,620.97   | Districtwide Procurement Card Payment  |
| 0088327      | 07/06/21   | BankMobile Technologies, Inc.                     | 71,468.50    | Financial Aid Disbursement   |
| 0088329      | 07/06/21   | Blach Construction Company                        | 84,365.70    | Cañada Construction Project  |
| 0088333      | 07/06/21   | CalPERS   | 1,780,128.87 | Monthly Health Insurance Premium   |
| 0088337      | 07/06/21   | CIS, Inc  | 13,055.00    | Skyline and Cañada Construction Projects Inspection Services                       |
| 0088340      | 07/06/21   | Coulter Construction Inc.                         | 74,817.00    | Skyline Construction Projects  |
| 0088346      | 07/06/21   | Knorr Systems, Inc.                               | 32,512.20    | CSM Pool Scheduled Maintenance, Repairs and Supplies Purchase                      |
| 0088349      | 07/06/21   | Noll & Tam Architects                             | 22,463.96    | Cañada Construction Project Administration and Closeout Services                   |
| 0088350      | 07/06/21   | One Workplace L. Ferrari, LLC                     | 10,713.00    | Cañada and CSM Classroom Furniture Purchases                                       |
| 0088351      | 07/06/21   | Oracle America, Inc.                              | 15,631.99    | Districtwide ITS Software License Quarterly Fee                                    |
| 0088355      | 07/06/21   | Schneider Electric Buildings Americas, Inc.       | 19,122.00    | Districtwide Building Management Alarm Strategy Evaluation                         |
| 0088356      | 07/06/21   | School Project for Utility Rate Reduction (SPURR) | 58,361.16    | Utilities  |
| 0088358      | 07/06/21   | Siemens Industry, Inc.                            | 12,812.00    | Cañada College Fire Alarm Systems Maintenance and Monitoring Services              |
| 0088359      | 07/06/21   | SM County Community College District              | 62,101.14    | Replenish Flex Spending Account  |
| 0088364      | 07/06/21   | SMCCCD Bookstore                                  | 30,304.50    | CSM Departmental Supplies and Special Programs Material Purchases                  |
| 0088365      | 07/06/21   | SMCCCD Bookstore                                  | 76,124.08    | Cañada Promise Program Expenses  |
| 0088366      | 07/06/21   | SMCCCD Bookstore                                  | 84,948.65    | Skyline Promise Program Expenses   |
| 0088367      | 07/06/21   | SMCCCD Bookstore                                  | 153,247.63   | Bookstore Monthly Fees Reimbursement   |
| 0088379      | 07/08/21   | Santamaria, Carlos J.                             | 11,802.08    | CSM Grant Related Consulting Services  |
| 0088386      | 07/08/21   | SCP Distributors, LLC                             | 10,520.62    | Cañada College Pool Equipment Purchase   |
| 0088387      | 07/08/21   | Sedgwick Claims Management Services. Inc.         | 38,451.80    | Replenish Workers' Compensation Insurance Fund                                     |
| 0088390      | 07/08/21   | SMCCCD Bookstore                                  | 13,800.20    | Skyline Promise Program Expenses   |
| 0088391      | 07/08/21   | SMCCCD Bookstore                                  | 30,813.18    | Skyline Departmental Supplies Purchases  |
| 0088401      | 07/13/21   | BankMobile Technologies, Inc.                     | 36,753.34    | Financial Aid Disbursement   |
| 0088405      | 07/13/21   | Educational Computer Systems, Inc.                | 11,719.19    | Student 1098T Preparation and Distribution Services & Monthly Amex Fees Processing |
| 0088406      | 07/13/21   | Enterprise FM Trust                               | 11,638.32    | Districtwide Monthly Car Lease Payment   |
| 0088409      | 07/13/21   | Chen, Gang  | 11,499.81    | International Students Recruitment Services Fees                                   |
| 0088410      | 07/13/21   | KTGY Group, Inc.                                  | 18,930.05    | Skyline Housing Construction Consulting Services                                   |
| 0088411      | 07/13/21   | LPA Inc.  | 16,389.00    | Skyline Construction Project DSA Back Check and Approval Services                  |
| 0088414      | 07/13/21   | School Project for Utility Rate Reduction (SPURR) | 23,226.09    | Utilities  |
| 0088420      | 07/13/21   | The Guardian Life Insurance Company               | 59,920.57    | Monthly Life Insurance Premium   |
| 0088444      | 07/15/21   | Fisher Scientific Company, LLC                    | 28,007.15    | CSM Refrigeration Equipment Purchase   |
| 0088446      | 07/15/21   | San Francisco State University                    | 26,918.05    | Cañada Grant Related Expenses Reimbursement  |
| 0088447      | 07/15/21   | Schneider Electric Buildings Americas, Inc.       | 18,649.75    | Districtwide Maintenance and Service for Facilities Management System              |
| 0088458      | 07/20/21   | American Federation of Teachers                   | 20,691.09    | Monthly Union Dues   |
| 0088460      | 07/20/21   | BankMobile Technologies, Inc.                     | 43,765.00    | Financial Aid Disbursement   |
| 0088461      | 07/20/21   | Blach Construction Company                        | 47,089.60    | Cañada Construction Project  |
| 0088467      | 07/20/21   | GRD Energy Inc.                                   | 23,958.00    | Cañada Construction Project Commissioning Services                                 |
| 0088474      | 07/20/21   | One Workplace L. Ferrari, LLC                     | 21,109.92    | CSM Office Furniture Purchase  |
| 0088477      | 07/20/21   | SMCCCD Bookstore                                  | 50,016.50    | Skyline Special Program Materials Purchase   |
| 0088478      | 07/20/21   | Statewide Educational Wrap-Up Program             | 45,668.91    | Cañada and CSM Construction Project Insurance Premium                              |
| 0088479      | 07/20/21   | Strawn Construction Inc.                          | 275,695.76   | Skyline Construction Projects  |
| 0088480      | 07/20/21   | Swinerton Builders                                | 153,305.00   | Construction Program Management Services   |
| 0088481      | 07/20/21   | Tango Card Nebraska, Inc.                         | 39,225.00    | CSM Promise Scholars Program & Food Insecurity Grant Gift Cards Purchase           |
| 0088482      | 07/20/21   | Tango Card Nebraska, Inc.                         | 57,350.00    | Skyline Food Insecurity Grant Gift Cards Purchase                                  |
| 0088483      | 07/20/21   | VALIC Retirement Services Company                 | 20,464.00    | Monthly Tax Sheltered Annuities Employee Contribution                              |

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
July 1 - 31, 2021  
WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

| Check Number | Check Date | Vendor Name                                   | Check Amount | Description   |
|--------------|------------|---|--------------|---|
| 0088485      | 07/20/21   | W W Grainger Inc                              | 58,938.73    | Skyline Facilities Equipment Purchases  |
| 0088494      | 07/27/21   | Acme Electric Motor, Inc.                     | 19,679.84    | Cañada Construction Equipment Purchase  |
| 0088496      | 07/27/21   | Apple Computer, Inc                           | 33,042.73    | Districtwide Annual License Fees & Computer Purchases                                     |
| 0088497      | 07/27/21   | BankMobile Technologies, Inc.                 | 17,637.00    | Financial Aid Disbursement  |
| 0088505      | 07/27/21   | San Mateo County Schools Insurance Group      | 178,102.20   | Monthly Dental and Vision Insurance Premiums  |
| 0088507      | 07/27/21   | Tango Card Nebraska, Inc.                     | 40,950.00    | CSM & Cañada Promise Scholars Program and CSM Food Insecurity Grant Gift Cards Purchase   |
| 526944       | 07/06/21   | Callinectes Training, LLC                     | 19,529.00    | Skyline DCTE Pathways Team Coaching Services  |
| 526946       | 07/06/21   | CareerAmerica, LLC                            | 20,000.00    | Districtwide Financial Aid TV Comprehensive Service                                       |
| 526950       | 07/06/21   | City of Redwood City                          | 22,114.80    | Utilities   |
| 526953       | 07/06/21   | County of San Mateo                           | 59,963.78    | County IT Workload Automation Support Services Reimbursement                              |
| 526960       | 07/06/21   | EEC Acquisition LLC                           | 18,139.25    | Cafeterias Equipment Preventive Maintenance and Repair Services                           |
| 526967       | 07/06/21   | Galeb Paving, Inc.                            | 161,975.00   | CSM Parking Lot Construction Project  |
| 526972       | 07/06/21   | Guzman Construction Group, Inc.               | 1,467,519.06 | Skyline College Ridge Housing Construction Project  |
| 526977       | 07/06/21   | Intermountain Electric Company                | 33,727.00    | Skyline Lightning Electrical Project  |
| 526979       | 07/06/21   | JH Technologies, Inc.                         | 46,378.03    | CSM Instructional Equipment Purchase  |
| 527010       | 07/06/21   | Regents of the University of California       | 48,068.00    | Districtwide International Students UC Transfer Collaborative Program Services            |
| 527011       | 07/06/21   | Relation Insurance Services - Education, Inc. | 78,260.00    | Cañada International Students Health Insurance Premium                                    |
| 527021       | 07/06/21   | Tormach, Inc.                                 | 21,516.03    | CSM Instructional Equipment Purchase  |
| 527026       | 07/06/21   | Verizon Communications Inc.                   | 15,013.95    | Cañada Mobile Phone and Hotspot Services  |
| 527032       | 07/06/21   | Associated Std -Canada                        | 21,524.75    | Quarterly Student Fees Reimbursement  |
| 527033       | 07/06/21   | Associated Std-CSM                            | 33,085.26    | Quarterly Student Fees Reimbursement  |
| 527034       | 07/06/21   | Associated Std-Skyline                        | 27,293.66    | Quarterly Student Fees Reimbursement  |
| 527036       | 07/06/21   | Guzman Construction Group, Inc.               | 77,237.85    | Skyline College Ridge Housing Construction Project  |
| 527041       | 07/06/21   | U.S. Postal Services                          | 27,000.00    | Districtwide Fall Enrollment Campaign Postage   |
| 527046       | 07/08/21   | BetterGIS, Inc.                               | 40,210.00    | Districtwide Underground Utility Mapping Software Annual License                          |
| 527056       | 07/08/21   | Foundation for California Community College   | 33,716.09    | Districtwide Facilities Fusion Software Annual License Fee & Mobile Citizen Subscriptions |
| 527062       | 07/08/21   | Nucleus Robotics                              | 14,000.00    | Cañada Student Entrepreneurship Summer Course license                                     |
| 527073       | 07/08/21   | Strata Information Group                      | 61,070.00    | Monthly Districtwide Professional & Management Services                                   |
| 527074       | 07/08/21   | Tate, Daryl A.                                | 23,400.00    | Skyline Professional Development Initiatives Consulting Services                          |
| 527086       | 07/13/21   | Burning Glass International, Inc.             | 18,500.00    | Districtwide Software Annual License Fee  |
| 527089       | 07/13/21   | City of San Bruno                             | 10,487.57    | Utilities   |
| 527090       | 07/13/21   | Comm College League/Calif                     | 17,500.00    | Districtwide BoardDocs Pro Plus Annual Subscription                                       |
| 527091       | 07/13/21   | Constellation NewEnergy, Inc.                 | 29,118.83    | Utilities   |
| 527092       | 07/13/21   | Construction Testing Services, Inc.           | 17,389.15    | Skyline Construction Testing Services   |

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
July 1 - 31, 2021  
WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

| Check Number   | Check Date | Vendor Name   | Check Amount | Description  |
|--|------------|---|--------------|--|
| 527094   | 07/13/21   | Cornerstone Earth Group, Inc.                           | 13,563.00    | Cañada Construction Project Geotechnical Consulting Services                               |
| 527102   | 07/13/21   | Engineerica Systems, Inc.                               | 42,940.00    | Districtwide Instructional Cloud-based Software Annual Subscription                        |
| 527108   | 07/13/21   | Instructure, Inc.                                       | 10,500.00    | Districtwide Early Alert Tagging Implementation, Hosting, Maintenance and Support Services |
| 527109   | 07/13/21   | Interact Communications                                 | 15,000.00    | Skyline Digital Marketing Campaign Services  |
| 527126   | 07/13/21   | OmniUpdate, Inc.  | 35,500.00    | Districtwide ITS Annual SAAS License   |
| 527127   | 07/13/21   | Pacific Gas & Electric Co                               | 21,389.32    | Utilities  |
| 527139   | 07/13/21   | San Mateo County Electrical Apprenticeship and Training | 320,595.00   | CSM Electrical Apprenticeship Certification Training Services                              |
| 527143   | 07/13/21   | Tact, L3C   | 10,500.00    | Districtwide MogliSMS Software Annual License Fee  |
| 527145   | 07/13/21   | Townsend Communications, Inc.                           | 19,500.00    | Skyline and CSM Student Assessment Software License Renewal                                |
| 527147   | 07/13/21   | Uline Inc.  | 14,285.02    | Districtwide COVID-related Materials Purchase  |
| 527150   | 07/13/21   | Verde Design Inc.                                       | 17,888.50    | Cañada Construction Projects Related Services  |
| 527167   | 07/15/21   | Comm College League/Calif                               | 29,015.98    | Cañada Library Database Annual Subscriptions   |
| 527168   | 07/15/21   | Constellation NewEnergy, Inc.                           | 18,619.94    | Utilities  |
| 527185   | 07/15/21   | Guzman Construction Group, Inc.                         | 1,509,627.32 | Skyline College Ridge Housing Construction Project   |
| 527198   | 07/15/21   | Nossaman, LLP   | 10,000.00    | District Legislative Advocacy Services   |
| 527203   | 07/15/21   | RSC Insurance Brokerage, Inc.                           | 12,450.00    | Districtwide Annual Travelers Insurance Premium  |
| 527219   | 07/15/21   | Guzman Construction Group, Inc.                         | 79,454.07    | Skyline College Ridge Housing Construction Project   |
| 527224   | 07/20/21   | Bay Area Bioscience Education Community                 | 12,500.00    | Skyline Grant Related Consulting Services  |
| 527226   | 07/20/21   | City of Redwood City                                    | 25,000.00    | Cañada Membership agreement  |
| 527227   | 07/20/21   | Constellation NewEnergy, Inc.                           | 54,297.71    | Utilities  |
| 527229   | 07/20/21   | Cornerstone Earth Group, Inc.                           | 10,000.00    | CSM Construction Project Geotechnical Consulting Services                                  |
| 527232   | 07/20/21   | ENGEO Incorporated                                      | 17,197.72    | Skyline Housing Project Environmental Consulting Services                                  |
| 527235   | 07/20/21   | Galeb Paving, Inc.                                      | 338,879.25   | CSM Parking Lot Construction Project   |
| 527239   | 07/20/21   | LPAS, Inc.  | 48,165.62    | Skyline Construction Projects Professional Services  |
| 527242   | 07/20/21   | Pacific Gas & Electric Co                               | 52,626.19    | Utilities  |
| 527250   | 07/20/21   | Steinberg Hart  | 27,902.50    | Districtwide Facilities Master Plan Consulting Services                                    |
| 527251   | 07/20/21   | Strata Information Group                                | 62,750.00    | Monthly Districtwide Professional & Management Services                                    |
| 527252   | 07/20/21   | Strategic Energy Innovations                            | 32,586.30    | Districtwide Sustainability Fellowship Program Services                                    |
| 527259   | 07/20/21   | BankMobile Technologies, Inc.                           | 14,292.19    | Financial Aid Disbursement   |
| 527269   | 07/20/21   | Enviroplex, Inc   | 11,258.57    | Cañada Construction Project  |
| 527270   | 07/20/21   | Galeb Paving, Inc.                                      | 17,835.75    | CSM Parking Lot Construction Services  |
| 527272   | 07/20/21   | Strawn Construction Inc.                                | 13,308.75    | Skyline Construction Project   |
| 527279   | 07/27/21   | California Community Colleges Board of Governors        | 58,000.00    | Cañada Construction Project Capital Outlay Plan Check Fee (lost check replacement )        |
| 527284   | 07/27/21   | Comm College League/Calif                               | 72,151.74    | CSM Library Database Annual Subscriptions  |
| 527292   | 07/27/21   | Foundation for California Community College             | 84,755.00    | Districtwide Instructional Software Annual License   |
| 527297   | 07/27/21   | iContracts, Inc.  | 18,219.00    | Districtwide Purchasing Software Subscription  |
| 527305   | 07/27/21   | One Diversified, LLC                                    | 19,299.96    | Skyline and Cañada AV Equipment Purchases  |
| 527309   | 07/27/21   | Pacific Gas & Electric Co                               | 15,710.92    | Utilities  |
| 527330   | 07/27/21   | Unstructured Plans, Inc.                                | 22,750.00    | Cañada Student Support Directional Video Productions                                       |
| 527331   | 07/27/21   | Veoci Inc   | 23,750.00    | Districtwide Emergency Operations Software Purchase  |
| <u>District Payroll Disbursement (excluding Salary Warrants)</u> |            |   |              |  |
| J2200104   | 07/16/21   | US Treasury - Federal Payroll Tax                       | 663,283.96   | Federal Payroll Tax  |
| J2200104   | 07/16/21   | EDD - State Payroll Tax                                 | 164,671.20   | State Payroll Tax  |
| J2200104   | 07/16/21   | EDD - State Payroll Tax                                 | 15,240.99    | State Tax-Disability Insurance   |
| J2200128   | 07/30/21   | EDD - State Payroll Tax                                 | 21,229.49    | State Tax-Unemployment Insurance   |
| J2200023   | 07/01/21   | EDD - State Payroll Tax                                 | 785,759.02   | State Payroll Tax  |

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
July 1 - 31, 2021  
WARRANTS SCHEDULE GREATER THAN OR EQUAL TO \$10,000

| Check Number                                | Check Date                            | Vendor Name                                | Check Amount         | Description                         |
|---|---------------------------------------|--|----------------------|-------------------------------------|
| J2200023                                    | 07/01/21                              | EDD - State Payroll Tax                    | 33,627.79            | State Tax-Disability Insurance      |
| J2200024                                    | 07/09/21                              | PERS Retirement                            | 1,572,064.14         | PERS Retirement Advance             |
| J2200106                                    | 07/14/21                              | State Teacher Retirement - Cash Balance    | 103,412.44           | STRS Retirement-Cash Balance        |
| J2200112                                    | 07/21/21                              | State Teacher Retirement - Cash Balance    | 39,131.92            | STRS Retirement-Cash Balance        |
| J2200013                                    | 07/02/21                              | State Teacher Retirement - Defined Benefit | 1,772,159.48         | STRS Retirement-Defined Benefit 95% |
| J2200116                                    | 07/22/21                              | State Teacher Retirement - Defined Benefit | 94,919.54            | STRS Retirement-Defined Benefit Bal |
| J2200126                                    | 07/26/21                              | State Teacher Retirement - Defined Benefit | 350,066.55           | STRS Retirement-Defined Benefit Bal |
| <br>  |                                       |  |                      |                                     |
| <u>SMCCCD Bookstores</u>                    |                                       |  |                      |                                     |
| 120669                                      | 07/14/21                              | Marianna Industries Inc                    | 10,351.25            | Purchase of Inventory               |
| 120680                                      | 07/14/21                              | Redshelf                                   | 213,229.45           | Purchase of Inventory               |
| 120686                                      | 07/14/21                              | Skyline Bookstore GAP                      | 10,521.57            | Purchase of Inventory               |
| 120688                                      | 07/14/21                              | SM CC College District                     | 186,321.15           | Salaries and Benefits May 2021      |
| 120689                                      | 07/14/21                              | SM CC College District                     | 151,803.50           | Purchase of Inventory via Procard   |
| 120694                                      | 07/14/21                              | Xerox Corporation                          | 11,241.02            | Purchase of Inventory               |
| EFT 61699                                   | 07/27/21                              | CDTFA                                      | 13,658.27            | Sales Tax Prepayment Qtr2 2021      |
| Subtotal                                    |                                       |  | 16,363,035.39        | 95%                                 |
| Warrants Issued ≤ \$10,000                  |                                       |  | 790,806.82           | 5%                                  |
| Total Non-Salary Warrants Issued            |                                       |  | <u>17,153,842.21</u> | 100%                                |
| <br>  |                                       |  |                      |                                     |
| District Accounts Payable                   | Ck#526932-527335, DD88316-88510       |  | 11,004,128.76        |                                     |
| District Payroll                            | Ck#158303-158836, DD50224146-50226060 |  | 13,669,885.91        |                                     |
| SMCCCD Bookstores                           | CK#120641-120697, EFT 61699           |  | 670,227.57           |                                     |
| Total Warrants Including Salaries July 2021 |                                       |  | <u>25,344,242.24</u> |                                     |

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
August 1 - 31, 2021  
WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

| Check Number                     | Check Date | Vendor Name                                       | Check Amount | Description   |
|----------------------------------|------------|---|--------------|---|
| <u>District Accounts Payable</u> |            |   |              |   |
| 0088512                          | 08/03/21   | U.S. Bank National Association ND, .              | 115,349.52   | Districtwide Procurement Card Payment   |
| 0088515                          | 08/03/21   | American Federation of Teachers                   | 25,773.53    | Monthly Union Dues  |
| 0088518                          | 08/03/21   | Augusoft, Inc.                                    | 13,138.60    | Community Ed Enrollment Software Annual Subscription                                |
| 0088520                          | 08/03/21   | BankMobile Technologies, Inc.                     | 51,461.00    | Financial Aid Disbursement  |
| 0088521                          | 08/03/21   | CalPERS   | 1,787,249.43 | Monthly Health Insurance Premium  |
| 0088522                          | 08/03/21   | Dell Marketing LP                                 | 50,073.47    | Districtwide Computer Purchases   |
| 0088523                          | 08/03/21   | Evisions, Inc                                     | 28,612.00    | Districtwide ITS Annual License Renewal   |
| 0088528                          | 08/03/21   | Maverick Networks, Inc.                           | 44,575.60    | Districtwide Phones Annual Maintenance and Warranty                                 |
| 0088532                          | 08/03/21   | School Project for Utility Rate Reduction (SPURR) | 45,161.16    | Utilities   |
| 0088533                          | 08/03/21   | Siemens Industry, Inc.                            | 57,971.25    | Districtwide Fire Alarm Systems Monitoring Services                                 |
| 0088534                          | 08/03/21   | SMCCCD Bookstore                                  | 201,884.19   | Bookstore HEERF Loss Revenue Funding and Monthly Loan to Own and Fees Reimbursement |
| 0088535                          | 08/03/21   | Tango Card Nebraska, Inc.                         | 19,850.00    | Skyline Promise Scholars Program Grant Gift Cards Purchase                          |
| 0088540                          | 08/03/21   | VALIC Retirement Services Company                 | 186,467.68   | Monthly Tax Sheltered Annuities Employee Contribution                               |
| 0088541                          | 08/03/21   | W W Grainger Inc                                  | 33,586.86    | Skyline Facilities Equipment Purchases  |
| 0088550                          | 08/10/21   | Santamaria, Carlos J.                             | 11,802.08    | CSM Grant Related Consulting Services   |
| 0088557                          | 08/10/21   | BankMobile Technologies, Inc.                     | 226,086.10   | Financial Aid Disbursement  |
| 0088562                          | 08/10/21   | CWDL CPAs   | 30,960.00    | Districtwide Independent Audit Services   |
| 0088563                          | 08/10/21   | Dell Marketing LP                                 | 29,039.29    | Cañada and Skyline Computers Purchases  |
| 0088567                          | 08/10/21   | One Workplace L. Ferrari, LLC                     | 124,984.11   | Cañada and Skyline Classroom Furniture Purchases                                    |
| 0088572                          | 08/10/21   | Sedgwick Claims Management Services. Inc.         | 33,301.75    | Replenish Workers' Compensation Insurance Fund                                      |
| 0088573                          | 08/10/21   | SM County Community College District              | 28,898.60    | Replenish Flex Spending Account   |
| 0088576                          | 08/10/21   | Statewide Educational Wrap-Up Program             | 170,299.15   | Districtwide Construction Projects Insurance Premium                                |
| 0088577                          | 08/10/21   | Symplcity Corporation                             | 10,858.72    | Districtwide Student and Employee Title IX Case License Renewal                     |
| 0088578                          | 08/10/21   | The Guardian Life Insurance Company               | 59,269.53    | Monthly Life Insurance Premium  |
| 0088581                          | 08/10/21   | W W Grainger Inc                                  | 11,116.74    | Cañada and Skyline Facilities Tools and Equipment Purchases                         |
| 0088594                          | 08/17/21   | Apple Computer, Inc                               | 97,178.78    | Districtwide Computers Purchases  |
| 0088595                          | 08/17/21   | B & H Foto & Electronics Corp.                    | 10,148.82    | Districtwide AV Equipment Purchases   |
| 0088596                          | 08/17/21   | BankMobile Technologies, Inc.                     | 1,036,051.94 | Financial Aid Disbursement  |
| 0088597                          | 08/17/21   | Build Group Inc.                                  | 231,425.55   | Cañada Construction Project   |
| 0088599                          | 08/17/21   | CCT Technologies, Inc.                            | 74,884.50    | Districtwide Software Annual License  |
| 0088602                          | 08/17/21   | Dell Marketing LP                                 | 43,423.23    | Districtwide Computers Purchases  |
| 0088604                          | 08/17/21   | Enterprise FM Trust                               | 11,403.82    | Districtwide Monthly Car Lease Payment  |
| 0088612                          | 08/17/21   | Oracle America, Inc.                              | 40,000.00    | Districtwide ITS Cloud Infrastructure Services                                      |
| 0088631                          | 08/24/21   | Apple Computer, Inc                               | 69,651.70    | Districtwide Computers Purchases  |
| 0088633                          | 08/24/21   | BankMobile Technologies, Inc.                     | 477,847.46   | Financial Aid Disbursement  |
| 0088634                          | 08/24/21   | Blach Construction Company                        | 511,706.10   | Cañada Construction Project   |
| 0088635                          | 08/24/21   | Build Group Inc.                                  | 142,058.14   | Cañada Construction Project   |
| 0088641                          | 08/24/21   | Jaime L Arce                                      | 14,285.94    | Cañada College Directional Signage Project  |
| 0088644                          | 08/24/21   | KTGY Group, Inc.                                  | 12,746.04    | Skyline Housing Construction Project Architectural Services                         |
| 0088648                          | 08/24/21   | Oracle America, Inc.                              | 40,000.00    | Districtwide ITS Cloud Infrastructure Services                                      |
| 0088650                          | 08/24/21   | San Mateo County Schools Insurance Group          | 175,142.90   | Monthly Dental and Vision Insurance Premiums  |
| 527345                           | 08/03/21   | Callahan Piano                                    | 10,000.00    | CSM Piano Restoration Services  |
| 527353                           | 08/03/21   | Digital Scepter Corporation                       | 28,031.47    | Districtwide Managed Threat Hunting Service   |
| 527356                           | 08/03/21   | e-Learning Innovation LLC                         | 94,629.00    | Districtwide E-learning Software Annual License Fees                                |
| 527363                           | 08/03/21   | KnowBe4 Inc                                       | 44,592.00    | Districtwide Security Awareness Training Subscriptions                              |
| 527370                           | 08/03/21   | Peninsula Library System                          | 37,317.33    | Districtwide Library System Subscription  |
| 527376                           | 08/03/21   | RSC Insurance Brokerage, Inc.                     | 1,663,107.80 | Districtwide Annual Insurance Premiums  |

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
August 1 - 31, 2021  
WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

| Check Number | Check Date | Vendor Name  | Check Amount | Description   |
|--------------|------------|--|--------------|---|
| 527379       | 08/03/21   | Scenario Learning, LLC   | 11,988.17    | Districtwide Student Online Education Training Services                 |
| 527380       | 08/03/21   | Sedgwick Claims Management Services. Inc.                        | 28,785.75    | Workers' Comp Quarterly Administration Fees                             |
| 527408       | 08/03/21   | Riva International, Inc.   | 16,320.00    | Districtwide ITS Cloud Subscription Software Purchase                   |
| 527417       | 08/10/21   | 25th Hour Communications, Inc.                                   | 25,000.00    | Skyline Digital Marketing Services                                      |
| 527427       | 08/10/21   | AT&T/MCI   | 15,362.83    | Districtwide Telephone Services   |
| 527440       | 08/10/21   | City of Redwood City   | 21,512.10    | Utilities   |
| 527444       | 08/10/21   | Comm College League/Calif  | 30,026.75    | Skyline Library Database Annual Subscriptions                           |
| 527453       | 08/10/21   | Eaton Corp.  | 19,463.92    | KCSM Equipment Repair Services  |
| 527457       | 08/10/21   | FolgerGraphics, Inc.   | 25,606.63    | Districtwide Fall Enrollment Campaign Postcards Mailing                 |
| 527459       | 08/10/21   | Global Equipment Co., Inc.                                       | 30,549.63    | Facilities AC Equipment Purchases                                       |
| 527462       | 08/10/21   | Hellas Construction, Inc.  | 13,000.00    | Cañada and Skyline Athletic Fields Maintenance Services                 |
| 527490       | 08/10/21   | Ontario Inc. dba Nexiwave Canada                                 | 15,324.00    | Districtwide Voicemail Transcription Services                           |
| 527496       | 08/10/21   | Rahi Systems, Inc  | 19,195.26    | KCSM AV Equipment Purchase  |
| 527501       | 08/10/21   | RSC Insurance Brokerage, Inc.                                    | 445,640.00   | Districtwide Annual Worker's Compensation Insurance Premiums            |
| 527506       | 08/10/21   | Strategic Energy Innovations                                     | 21,250.70    | Districtwide Sustainability Fellowship Program Services                 |
| 527507       | 08/10/21   | Studio W Associates, Inc.  | 22,670.57    | Cañada Construction Project Bidding/Negotiation Services                |
| 527513       | 08/10/21   | Wood Tech, Inc.  | 13,570.01    | Skyline Furniture Purchase and Installation                             |
| 527514       | 08/10/21   | Youth Insurance Agency, Inc.                                     | 195,990.00   | Districtwide Student Related Insurance Premiums                         |
| 527517       | 08/10/21   | Division of the State Architect                                  | 10,848.44    | Cañada Construction Project Plan Review Fee                             |
| 527518       | 08/10/21   | Division of the State Architect                                  | 119,855.27   | Cañada Construction Project Plan Review Fee                             |
| 527521       | 08/10/21   | SMCCC Foundation   | 112,000.00   | Skyline BAEC Grant Program Funding Transfer                             |
| 527545       | 08/17/21   | City of San Bruno  | 22,211.75    | Utilities   |
| 527549       | 08/17/21   | Constellation NewEnergy, Inc.                                    | 59,199.78    | Utilities   |
| 527596       | 08/17/21   | One Diversified, LLC   | 18,735.50    | Skyline AV Equipment Purchase   |
| 527600       | 08/17/21   | Pacific Gas & Electric Co  | 29,256.43    | Utilities   |
| 527602       | 08/17/21   | Pacific Gas & Electric Co  | 48,436.99    | Utilities   |
| 527611       | 08/17/21   | RSC Insurance Brokerage, Inc.                                    | 50,956.74    | Districtwide Insurance Premiums   |
| 527634       | 08/17/21   | Build Group Inc.   | 12,180.29    | Cañada Construction Project   |
| 527640       | 08/24/21   | AT&T/MCI   | 14,669.55    | Districtwide Telephone Services   |
| 527654       | 08/24/21   | Comm College League/Calif  | 30,443.00    | Districtwide Annual CCLC Membership Dues                                |
| 527655       | 08/24/21   | Comm College League/Calif  | 22,725.00    | Districtwide Annual CCCAA Dues  |
| 527656       | 08/24/21   | Comm College League/Calif  | 11,704.10    | Board Retreat Facilitation Fees   |
| 527671       | 08/24/21   | Helix Electric, Inc.   | 46,468.00    | Cañada Electrical Services  |
| 527674       | 08/24/21   | Interact Communications  | 15,000.00    | Skyline Digital Marketing Campaign Services                             |
| 527696       | 08/24/21   | OwnBackup, Inc.  | 13,096.08    | Districtwide Cloud Backup Services                                      |
| 527698       | 08/24/21   | Pacific Gas & Electric Co  | 28,330.77    | Utilities   |
| 527707       | 08/24/21   | Robert A. Bothman, Inc.  | 718,203.04   | CSM Water Tank Replacement Project                                      |
| 527714       | 08/24/21   | Salas O'Brien Engineers, Inc.                                    | 102,200.00   | CSM Mechanical System Engineering Study                                 |
| 527724       | 08/24/21   | Smartsheet Inc.  | 51,635.00    | Districtwide App Annual Subscription                                    |
| 527739       | 08/24/21   | The Prophet Corporation  | 12,816.60    | Cañada Athletics and Dance Studio Equipment Purchase                    |
| 527763       | 08/24/21   | Perez, Manuel A.   | 10,000.00    | Leadership Academy Conference Advance Payment                           |
| 527764       | 08/24/21   | RSC Insurance Brokerage, Inc.                                    | 258,125.00   | Districtwide Commercial Property & Surplus Lines Tax Insurance Premiums |
| 527765       | 08/24/21   | Blach Construction Company                                       | 26,931.90    | Cañada Construction Project   |
| 527768       | 08/24/21   | Robert A. Bothman, Inc.  | 37,800.16    | CSM Water Tank Replacement Project                                      |
|              |            | <u>District Payroll Disbursement (excluding Salary Warrants)</u> |              |   |
| J2200184     | 08/02/21   | Empower 457  | 32,270.89    | Tax Annuity   |

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT  
August 1 - 31, 2021  
WARRANT SCHEDULE GREATER THAN OR EQUAL TO \$10,000

| Check Number | Check Date | Vendor Name                                | Check Amount | Description                         |
|--------------|------------|--|--------------|-------------------------------------|
| J2200185     | 08/02/21   | VALIC 457                                  | 31,408.33    | Tax Annuity                         |
| J2200181     | 08/02/21   | US Treasury - Federal Payroll Tax          | 1,783,607.10 | Federal Payroll Tax                 |
| J2200181     | 08/02/21   | EDD - State Payroll Tax                    | 339,067.85   | State Payroll Tax                   |
| J2200181     | 08/02/21   | EDD - State Payroll Tax                    | 19,944.78    | State Tax-Disability Insurance      |
| J2200204     | 08/11/21   | US Treasury - Federal Payroll Tax          | 182,485.99   | Federal Payroll Tax                 |
| J2200204     | 08/11/21   | EDD - State Payroll Tax                    | 21,321.74    | State Payroll Tax                   |
| J2200217     | 08/12/21   | PERS Retirement                            | 1,539,137.53 | PERS Retirement Advance             |
| j2200188     | 08/09/21   | State Teacher Retirement - Cash Balance    | 48,208.80    | STRS Retirement-Cash Balance        |
| J2200187     | 08/04/21   | State Teacher Retirement - Defined Benefit | 661,483.26   | STRS Retirement-Defined Benefit 95% |
| J2200229     | 08/16/21   | State Teacher Retirement - Defined Benefit | 34,871.96    | STRS Retirement-Defined Benefit Bal |

SMCCCD Bookstores

No check was issued in August 2021

|                                  |                             |      |
|----------------------------------|-----------------------------|------|
| Subtotal                         | 15,812,296.82               | 96%  |
| Warrants Issued ≤ \$10,000       | <u>641,008.55</u>           | 4%   |
| Total Non-Salary Warrants Issued | <u><u>16,453,305.37</u></u> | 100% |

|                           |   |                             |
|---------------------------|---|-----------------------------|
| District Accounts Payable | Ck#527336-527779, DD88511-88658               | 11,718,098.15               |
| District Payroll          | Ck#158837-159095, DD50226061-50228362         | 12,856,986.46               |
| SMCCCD Bookstores         | EFT 98523                                     | <u>769.56</u>               |
|                           | Total Warrants Including Salaries August 2021 | <u><u>24,575,854.17</u></u> |

**BOARD REPORT NO. 21-10-02CA**

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Melissa Moreno, President, Skyline College  
Yanely Pulido, Director of General Services  
Bob Domenici, Purchasing Supervisor

**DISPOSITION OF DISTRICT RECORDS**

District Administrative Procedure 8.27 (Records Management) provides for disposition of District records, including classification, retention and destruction in accordance with the California Education Code. After its review of District records, District staff requests the Board's approval for the destruction of the records in Exhibit A. All of the listed records have outlived their usefulness and were kept for the period mandated by the Education Code.

For the Board's information, the record types are summarized as follows:

- Class 1: Permanent Records
- Class 2: Optional Records – Optional records not required to be maintained permanently, but deemed worthy of further preservation. These records shall be retained as Class 2 records until reclassified as Class 3
- Class 3: Disposable Records

**RECOMMENDATION**

It is recommended that the Board of Trustees approve destruction of the obsolete records as shown on the attached list.

### List of Records to be Disposed

College: Skyline  
 Date: 10/27/2021  
 FOAP: TBD

| Department                    | Bldg./Room           | Contact                             | Ext. | Email  | Year of Record             | Record Title   | Number of Boxes |
|-------------------------------|----------------------|-------------------------------------|------|--|----------------------------|--|-----------------|
| Enrollment Services           | Building 19          | Eric Imahara                        | 4336 | <a href="mailto:imaharae@smccd.edu">imaharae@smccd.edu</a>         | 16/17, 18/19, 19/20, 19/21 | Enrollment budget document copies, expired student schedules, expired graduation files, expired icontracts   | 5               |
| Enrollment Services           | Building 19          | Adriana Johnston                    | 4207 | <a href="mailto:johnstona@smccd.edu">johnstona@smccd.edu</a>       | 18/19, 19/20, 20/21        | Graduation petitions- already reviewed   | 8               |
| KAD                           | Building 3           | Joe Morello and Sandra Hatzistratis | 4293 | <a href="mailto:morelloj@smccd.edu">morelloj@smccd.edu</a>         | 2006-2020                  | Student-athlete eligibility materials, official class records, notes and file  | 20              |
| Social Science / Creative Art | Building 1           | Kathy Fitzpatrick / Masao Suzuki    | 4122 | <a href="mailto:fitzpatrickk@smccd.edu">fitzpatrickk@smccd.edu</a> | 2012-2019                  | Student grades, class records, g-numbers, receipts, payroll  | 15              |
| Admin Services                | Building 4           | Linda Liu                           | 4442 | <a href="mailto:liuq@smccd.edu">liuq@smccd.edu</a>                 | 1975-2011                  | Payroll records  | 15              |
| Admin Services                | Building 4           | Judy Hutchinson                     | 4441 | <a href="mailto:hutchinsonj@smccd.edu">hutchinsonj@smccd.edu</a>   | 2017-2019                  | Obsolete grants/VPAS periodic accounting reports and related files   | 6               |
| STEM Division                 | Building 7/Room 7130 | Nadia Tariq                         | 4176 | <a href="mailto:tariqn@smccd.edu">tariqn@smccd.edu</a>             | 2018 - 2020                | Allied Health programs special unaccepted applications, STEM Division PAF's and Absence Affidavits, Office miscellaneous handouts/notes containing personal info/G #'s, etc., Faculty Paperwork includes exam/quiz questions and answer sheets, student information/ notes/ grades with identifying information. | 20              |

|                         |             |                  |      |  |                     |  |    |
|-------------------------|-------------|------------------|------|--|---------------------|--|----|
| Health & Wellness       | Building 19 | Donna Elliott    | 4270 | <a href="mailto:elliott@smccd.edu">elliott@smccd.edu</a>   | 19/20 to 13/14      | health & personal counseling files   | 11 |
| Administrative Services | Building 19 | Marcella Escobar | 4434 | <a href="mailto:moram@smccd.edu">moram@smccd.edu</a>       | 13/14; 14/15        | ASSC Bank Statements; ASSC Club Accounts   | 4  |
| Administrative Services | Building 19 | Nancy Argarin    | 4432 | <a href="mailto:argarinn@smccd.edu">argarinn@smccd.edu</a> | 13/14; 14/15; 15-16 | Cashier's Deposit; Xerox; Invoices; BoGW Reversal; Drop for Non-Payment; PAF/PRF | 9  |
| Administrative Services | Building 4  | Barbara Lamson   | 4406 | <a href="mailto:lamson@smccd.edu">lamson@smccd.edu</a>     | 15/16; 16/17; 17/18 | Financial; Financial Records including Contracts                                 | 9  |

**BOARD REPORT NO. 21-10-03CA**

TO: Members of the Board of Trustees  
FROM: Michael Claire, Chancellor  
PREPARED BY: Dr. Aaron McVean, Vice Chancellor, Educational Services and Planning

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

The addition of five courses and two programs to and the deletion of one program from the College catalogs are proposed by Cañada College, College of San Mateo, and Skyline College at this time. Additionally, six courses are proposed to be offered in the distance education mode.

Forty-nine courses and 12 programs were modified.

Each of the proposed courses and programs has been reviewed by the appropriate Division Dean and approved by the College Curriculum or Instruction Committee, acting on behalf of the local Academic Senate. In addition, the Academic Senate Presidents provide oversight with respect to the necessary role of the local Senates in the review and approval process. The rigor of the approval process assures that each new course has substance and integrity in relation to its discipline and that it fills a clear student need not being served by existing course offerings.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached curricular changes for the Cañada College, College of San Mateo, and Skyline College catalogs.

San Mateo County Community College District

October 27, 2021

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

David Eck, Academic Senate President  
Cañada College

Kim Lopez, Interim President  
Cañada College

**PROPOSED CURRICULAR MODIFICATIONS – CAÑADA COLLEGE**

**BUSINESS ADMINISTRATION**

100 Introduction to Business

**EDUCATION AND HUMAN DEVELOPMENT: EARLY CHILDHOOD EDUCATION**

- 191 Children's Literature
- 201 Child Development
- 210 Early Childhood Education Principles
- 211 Early Childhood Education Curriculum
- 212 Child, Family, and Community
- 213 The School Age Child
- 225 Care and Education for Infants and Toddlers
- 240 Administration I: Business/Legal
- 241 Administration II: Personnel and Leadership
- 242 Adult Supervision and Mentoring
- 244 Curriculum and Strategies for PreK-Kindergarten
- 247 Foundations for School Success
- 254 Teaching in a Diverse Society
- 260 Children with Special Needs
- 263 Curriculum and Strategies for Children with Special Needs
- 275 Children's Language and Literacy Development
- 313 Health, Safety and Nutrition
- 333 Observation and Assessment of Young Children
- 362 Communicating with Families
- 366 Practicum in Early Childhood Education
- 369 Reflective Teaching Seminar

**EDUCATION AND HUMAN DEVELOPMENT: EDUCATION**

- 265 Positive Behavior Support in Inclusive Settings
- 300 Applied Inclusive Strategies

**FASHION DESIGN AND MERCHANDISING**

- 114 Introduction to Italian Fashion

**PROPOSED PROGRAM MODIFICATIONS – CAÑADA COLLEGE**

**FASHION DESIGN AND MERCHANDISING**

- Custom Dressmaking/Small Business Oriented** – AS Degree Program
- Custom Dressmaking/Small Business Oriented** – Certificate of Achievement
- Technical (Apparel Industry Oriented)** – AS Degree Program
- Technical (Apparel Industry Oriented)** – Certificate of Achievement

San Mateo County Community College District

October 27, 2021

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: Chris Walker, Chair, Curriculum Committee  
College of San Mateo

Arielle Smith, Co-President, Academic Senate  
Teresa Morris, Co-President, Academic Senate  
College of San Mateo

Jennifer Taylor-Mendoza, President  
College of San Mateo

## **PROPOSED CURRICULAR ADDITIONS – COLLEGE OF SAN MATEO**

### **BUSINESS**

113 PERSONAL FINANCE (3) (day or evening; distance education)

Justification: Offering a personal finance course based on advisory board information as well as the two sister colleges who are offering the same course.

Prerequisite: MATH 110 or appropriate score on the College Placement Test or other multiple measures assessment.

Recommended Preparation: None.

Description: This course leads students toward financial literacy and enables students to obtain the foundation for a lifelong understanding of the basics of personal finance including money management, tax planning, investing, and retirement planning. Students learn to apply and use financial models through critical thinking, quantitative reasoning, and developing problem-solving abilities. Emphasis is placed on learning the fundamental concepts of everyday finance with a hands-on approach.

Classification: AA/AS Degree; CSU transferable.

### **MANAGEMENT**

151 COMPENSATION AND BENEFITS (3) (day or evening; distance education)

Justification: Core course of Human Resources Management certificate of specialization.

Prerequisite: None.

Recommended Preparation: None.

Description: Introduction to compensation and benefits development and administration. Compliance with pay regulations, assessing benefit plans and pension systems. Incentive pay and wellness program components and considerations.

Classification: AA/AS Degree; CSU transferable.

152 STAFFING AND PERFORMANCE (3) (day or evening; distance education)

Justification: Core course for Human Resources Management certificate of specialization.

Prerequisite: None.

Recommended Preparation: Eligibility for ENGL 100 or ENGL 105

Description: Examination of the fundamental concepts and techniques for hiring and developing employees within an organization. The course examines the identification, recruitment, selection, on-boarding and promoting of employees within an organization. In addition, the course focuses on performance management; the process for developing high performing employees and managing low performing employees.

Classification: AA/AS Degree; CSU transferable.

154 TRAINING AND DEVELOPMENT (3) (day or evening; distance education)

Justification: Core course for Human Resources Management certificate of specialization.

Prerequisite: None.

Recommended Preparation: Eligibility for ENGL 100 or ENGL 105

Description: On-boarding and training of employees are key components of Human Resources Management. This course prepares future HRM professionals to institute effective training and development at their organization.

Classification: AA/AS Degree; CSU transferable.

## **PROPOSED CURRICULAR MODIFICATIONS – COLLEGE OF SAN MATEO**

### **ADMINISTRATION OF JUSTICE**

|     |  |
|-----|--|
| 100 | Introduction to the Criminal Justice System              |
| 102 | Principles and Procedures of the Criminal Justice System |
| 104 | Concepts of Criminal Law                                 |
| 106 | Legal Aspects of Evidence                                |
| 108 | Community Relations and the Justice System               |
| 120 | Criminal Investigation                                   |
| 125 | Juvenile Procedures                                      |
| 185 | Introduction to Forensic Science                         |

**BUSINESS**

- 100 Introduction to Business
- 174 The Business Plan

**DIGITAL MEDIA**

- 128 Media Performance & Presentation

**FIRE**

- 797 Emergency Medical Technician

**MANAGEMENT**

- 215 Human Resources Management

**PROPOSED TO BE OFFERED AS DISTANCE EDUCATION – COLLEGE OF SAN MATEO**

**BUSINESS**

- 113 Personal Finance

**DIGITAL MEDIA**

- 128 Media Performance & Presentation

**MANAGEMENT**

- 151 Compensation and Benefits
- 152 Staffing and Performance
- 154 Training and Development

**PROPOSED PROGRAM ADDITIONS – COLLEGE OF SAN MATEO**

College of San Mateo proposes to offer an Associate Degree, Associate Degree for Transfer, and/or Certificate of Achievement (16 units or more, state approved), and/or Certificate of Specialization (fewer than 16 units, not state approved) in the following programs:

**MANAGEMENT**

**Management – Certificate of Specialization** (15 units)

**PROPOSED PROGRAM MODIFICATIONS – COLLEGE OF SAN MATEO**

**BUSINESS**

**Business Administration** – Associate in Science Degree

**ENGINEERING**

**Engineering** - Associate in Science Degree

**MANAGEMENT**

**Human Resources Management** – Certificate of Specialization

**Management** – Associate in Arts Degree

**Management** – Certificate of Achievement

**Project Management** – Certificate of Specialization

**NURSING**

**Nursing** - Associate in Science Degree

**UNIVERSITY TRANSFER**

**University Transfer Option 1: California State University General Education Certification (CSUGE)** – Certificate of Achievement

San Mateo County Community College District

October 17, 2021

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

PREPARED BY: Danni Redding Lapuz, Interim Vice President, Instruction  
Skyline College

APPROVED BY: Jessica Hurless, Curriculum Committee Chair  
Skyline College

Lindsey Ayotte, Academic Senate President  
Skyline College

Melissa Moreno, President  
Skyline College

## **PROPOSED CURRICULAR ADDITIONS – SKYLINE COLLEGE**

### COURSE DESCRIPTIONS AND JUSTIFICATIONS

#### **COSMETOLOGY**

880SG ADVANCED TECHNIQUES IN MEN'S HAIRCUTTING (3.0) (day or evening)

Justification: This experimental course will serve the current cosmetology student or alumni who would like to further their knowledge of men's styles and short cuts. Surveys have shown that there is a great deal of interest in a continuing education course on men's cuts and the mastering of specific tools pertaining to them.

Prerequisite: COSM 702, or State of California Cosmetology License.

Recommended Preparation: None

Description: Designed for students enrolled in or graduated from the cosmetology program and/or licensed cosmetologists. Intermediate to advanced skills for creating precise and complete short cuts and styles for men. Will include the study and practice of clipper cutting as well as shear work per California state regulations, client services, and career exploration.

Classification: Not degree applicable; not transferable.

## **PROPOSED CURRICULAR MODIFICATIONS – SKYLINE COLLEGE**

#### **ACCOUNTING**

670 Vocational Cooperative Education in Accounting

#### **COMPUTER SCIENCE**

250 Introduction to Object-Oriented Programming: C++

**HISTORY**

- 202 United States History II
- 235 History of Ethnic Groups in the United States
- 240 History of Ethnic Groups in California
- 248 Women and the American Experience

**PARALEGAL STUDIES**

- 670 Vocational Cooperative Education in Paralegal Studies

**PHYSICS**

- 250 Physics with Calculus I
- 260 Physics with Calculus II
- 270 Physics with Calculus III

**WELLNESS**

- 713 Asian Bodywork Traditions Theory and Practice

**PROPOSED TO BE OFFERED AS DISTANCE EDUCATION – SKYLINE COLLEGE****WELLNESS**

- 713 Asian Bodywork Traditions Theory and Practice

**PROPOSED PROGRAM ADDITIONS– SKYLINE COLLEGE**

Skyline College proposes to offer an Associate Degree for Transfer in the following program:

**LEGAL STUDIES**

**Law, Public Policy, and Society – Associate in Arts Degree for Transfer** – 30-33 units in the major area + Certified completion of the California State University General Education Breadth (CSU GE Breadth) pattern OR the Intersegmental General Education Transfer Curriculum (IGETC/CSU) pattern, and other requirements for the Associate Degree for Transfer.

**PROPOSED PROGRAM DELETIONS – SKYLINE COLLEGE****SURGICAL CAREERS**

**Surgical Technology** – Certificate of Achievement

Justification: The Commission on Accreditation of Allied Health Programs (CAAHEP), the accrediting body for the Surgical Technology *program*, has mandated that as of August 2021 all persons graduating from an accredited surgical technologist program must graduate with a minimum of an Associate's Degree.

**BOARD REPORT NO. 21-10-04CA**

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff  
Dr. Karrie Mitchell, Vice President of Planning, Research & Institutional Effectiveness

**AMENDMENT OF 2020-2021, 2021-2022, AND 2022-2023 ACADEMIC CALENDARS TO INCLUDE THE OBSERVANCE OF THE JUNETEENTH HOLIDAYS**

During the June 23, 2021 Board of Trustees meeting, the Board approved Board Report No. 21-06-108B *to Modify the Academic Calendar to include the Juneteenth National Independence Day Holiday*. The Board also approved the observance of the Juneteenth Holiday for the 2020/2021 Academic Calendar to take place on Monday, June 28, 2021. As such, the previously approved Academic Calendars needed to be amended and reapproved by the Board of Trustees.

The District Academic Calendar addresses days of work for San Mateo County Community College District employees represented by AFT, CSEA, and AFSCME and is crafted in consultation with the Academic Calendar Committee. The amendments to the 2020-2021, 2021-2022, and 2022-2023 were discussed during the September 22, 2021 Academic Calendar Committee Meeting and recommended to move forward to the Board of Trustees at this time.

These proposed calendar changes of adding the Observance of the Juneteenth Holiday have been negotiated with AFT and provided to CSEA and AFSCME. No other changes have been made to the Academic Calendars that have been previously negotiated and approved.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt the amended 2020-2021, 2021-2022, and 2022-2023 District Academic Calendars to include the Observance of the Juneteenth Holidays as detailed in this report.



Cañada College • College of San Mateo • Skyline College

## Academic Calendar 2020–2021 (Revised)

### **FALL SEMESTER 2020** (86 Instructional Days including 5 Final Days, plus 3 Flex Days)

|                         |           |  |
|-------------------------|-----------|--|
| August                  | 17, 18    | ..... Flex Days (No Classes)   |
| <b>August</b>           | <b>19</b> | ..... <b>Day and Evening Classes Begin</b>                                       |
| September               | 1         | ....Last Day to Drop Semester Length Classes With Eligibility for Partial Refund |
| September               | 1         | ..... Last Day to <b>Add</b> Semester Length Classes                             |
| September               | 5, 6      | ..... Declared Recess  |
| September               | 7         | ..... Last Day to Drop Semester Length Classes Without Appearing on Record       |
| September               | 7         | ..... Labor Day (Holiday)  |
| September               | 8         | ..... Census Day   |
| October                 | 2         | ..... Last Day to Apply for Degree – Certificate                                 |
| October                 | 15        | ..... Flex Day (No Classes)  |
| November                | 11        | ..... Veterans’ Day (Holiday)  |
| November                | 17        | ..... Last Day to <b>Withdraw</b> from Semester Length Classes                   |
| November                | 26        | ..... Thanksgiving Day (Holiday)   |
| November                | 27 - 29   | ..... Declared Recess  |
| December                | 13 - 19   | ..... Final Examinations (Day and Evening Classes)                               |
| December                | 19        | ..... Day and Evening Classes End  |
| December 24 – January 1 |           | ..... Winter Recess (Total of Seven District Work Days)                          |

### **SPRING SEMESTER 2021** (89 Instructional Days including 5 Final Days, plus 3 Flex Days)

|                    |           |  |
|--------------------|-----------|--|
| January            | 14, 15    | ..... Flex Days (No Classes)   |
| January            | 16, 17    | ..... Declared Recess  |
| January            | 18        | ..... Martin Luther King Jr. Day (Holiday)                                       |
| <b>January</b>     | <b>19</b> | ..... <b>Day and Evening Classes Begin</b>                                       |
| February           | 1         | ....Last Day to Drop Semester Length Classes With Eligibility for Partial Refund |
| February           | 1         | ..... Last Day to <b>Add</b> Semester Length Classes                             |
| February           | 7         | ..... Last Day to Drop Semester Length Classes Without Appearing on Record       |
| February           | 8         | ..... Census Day   |
| February           | 12        | ..... Lincoln’s Birthday (Holiday)   |
| February           | 13, 14    | ..... Declared Recess  |
| February           | 15        | ..... Presidents’ Day (Holiday)  |
| March              | 5         | ..... Last Day to Apply for Degree – Certificate                                 |
| March 28 – April 3 |           | ..... Spring Recess  |
| March              | 31        | ..... Cesar Chavez Day (Holiday)   |
| April              | 22        | ..... Flex Day (No Classes)  |
| April              | 29        | ..... Last Day to <b>Withdraw</b> From Semester Length Classes                   |
| May                | 22 - 28   | ..... Final Examinations (Day and Evening Classes)                               |
| May                | 28        | ..... Day and Evening Classes End  |
| May                | 29, 30    | ..... Declared Recess  |
| May                | 31        | ..... Memorial Day (Holiday)   |

### **SUMMER SESSION 2021**

|                    |   |
|--------------------|---|
| June 14 – July 24  | ..... Six Week Session  |
| June 14 – July 31  | ..... Seven Week Session                                      |
| June 14 – August 7 | ..... Eight Week Session                                      |
| June 28            | ..... Juneteenth National Independence Day Observed (Holiday) |
| July 5             | ..... Independence Day Observed (Holiday)                     |



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## Academic Calendar 2021–2022 (Revised)

### **FALL SEMESTER 2021** (86 Instructional Days including 5 Final Days, plus 3 Flex Days)

|                           |           |   |
|---------------------------|-----------|---|
| August                    | 16, 17    | ..... Flex Days (No Classes)  |
| <b>August</b>             | <b>18</b> | ..... <b>Day and Evening Classes Begin</b>  |
| August                    | 31        | .... Last Day to Drop Semester Length Classes With Eligibility for Partial Refund |
| August                    | 31        | ..... Last Day to <b>Add</b> Semester Length Classes                              |
| September                 | 4,5       | ..... Declared Recess   |
| September                 | 6         | ..... Labor Day (Holiday)   |
| September                 | 6         | ..... Last Day to Drop Semester Length Classes Without Appearing on Record        |
| September                 | 7         | ..... Census Day  |
| October                   | 1         | ..... Last Day to Apply for Degree – Certificate                                  |
| October                   | 13        | ..... Flex Day (No Classes)   |
| November                  | 12        | ..... Veterans' Day (Holiday)   |
| November                  | 16        | ..... Last Day to <b>Withdraw</b> from Semester Length Classes                    |
| November                  | 25        | ..... Thanksgiving Day (Holiday)  |
| November                  | 26        | ..... Day after Thanksgiving (Holiday)  |
| November                  | 27 - 28   | ..... Declared Recess   |
| December                  | 12 - 18   | ..... Final Examinations (Day and Evening Classes)                                |
| December                  | 18        | ..... Day and Evening Classes End   |
| December 23 – December 31 |           | ..... Winter Recess (Total of Seven District Work Days)                           |

### **SPRING SEMESTER 2022** (89 Instructional Days including 5 Final Days, plus 3 Flex Days)

|                    |           |   |
|--------------------|-----------|---|
| January            | 13, 14    | ..... Flex Days (No Classes)  |
| January            | 15, 16    | ..... Declared Recess   |
| January            | 17        | ..... Martin Luther King Jr. Day (Holiday)  |
| <b>January</b>     | <b>18</b> | ..... <b>Day and Evening Classes Begin</b>  |
| January            | 31        | .... Last Day to Drop Semester Length Classes With Eligibility for Partial Refund |
| January            | 31        | ..... Last Day to <b>Add</b> Semester Length Classes                              |
| February           | 6         | ..... Last Day to Drop Semester Length Classes Without Appearing on Record        |
| February           | 7         | ..... Census Day  |
| February           | 18        | ..... Lincoln's Birthday Observed (Holiday)                                       |
| February           | 19, 20    | ..... Declared Recess   |
| February           | 21        | ..... Presidents' Day (Holiday)   |
| March              | 4         | ..... Last Day to Apply for Degree – Certificate                                  |
| March 27 – April 2 |           | ..... Spring Recess   |
| March              | 31        | ..... Cesar Chavez Day (Holiday)  |
| April              | 21        | ..... Flex Day (No Classes)   |
| April              | 28        | ..... Last Day to <b>Withdraw</b> From Semester Length Classes                    |
| May                | 21 - 27   | ..... Final Examinations (Day and Evening Classes)                                |
| May                | 27        | ..... Day and Evening Classes End   |
| May                | 28, 29    | ..... Declared Recess   |
| May                | 30        | ..... Memorial Day (Holiday)  |

### **SUMMER SESSION 2022**

|                    |   |
|--------------------|---|
| June 13 – July 23  | ..... Six Week Session  |
| June 13 – July 30  | ..... Seven Week Session                                      |
| June 13 – August 6 | ..... Eight Week Session                                      |
| June 17            | ..... Juneteenth National Independence Day Observed (Holiday) |
| July 4             | ..... Independence Day (Holiday)                              |

## Academic Calendar 2022–2023 (Revised)

### **FALL SEMESTER 2022** (86 Instructional Days including 5 Final Days, plus 3 Flex Days)

|                         |           |   |
|-------------------------|-----------|---|
| August                  | 15, 16    | .....Flex Days (No Classes)   |
| <b>August</b>           | <b>17</b> | ..... <b>Day and Evening Classes Begin</b>  |
| August                  | 30        | .... Last Day to Drop Semester Length Classes With Eligibility for Partial Refund |
| August                  | 30        | .....Last Day to <b>Add</b> Semester Length Classes                               |
| September               | 3,4       | ..... Declared Recess   |
| September               | 5         | ..... Labor Day (Holiday)   |
| September               | 5         | ..... Last Day to Drop Semester Length Classes Without Appearing on Record        |
| September               | 6         | ..... Census Day  |
| October                 | 7         | ..... Last Day to Apply for Degree – Certificate                                  |
| October                 | 12        | ..... Flex Day (No Classes)   |
| November                | 11        | ..... Veterans’ Day (Holiday)   |
| November                | 15        | ..... Last Day to <b>Withdraw</b> from Semester Length Classes                    |
| November                | 24        | ..... Thanksgiving Day (Holiday)  |
| November                | 25        | ..... Day after Thanksgiving (Holiday)  |
| November                | 26 -27    | ..... Declared Recess   |
| December                | 11 - 17   | ..... Final Examinations (Day and Evening Classes)                                |
| December                | 17        | .....Day and Evening Classes End  |
| December 23 – January 2 |           | ..... Winter Recess (Total of Seven District Work Days)                           |

### **SPRING SEMESTER 2023** (89 Instructional Days including 5 Final Days, plus 3 Flex Days)

|                    |           |   |
|--------------------|-----------|---|
| January            | 12, 13    | .....Flex Days (No Classes)   |
| January            | 14, 15    | ..... Declared Recess   |
| January            | 16        | ..... Martin Luther King Jr. Day (Holiday)  |
| <b>January</b>     | <b>17</b> | ..... <b>Day and Evening Classes Begin</b>  |
| January            | 30        | .... Last Day to Drop Semester Length Classes With Eligibility for Partial Refund |
| January            | 30        | .....Last Day to <b>Add</b> Semester Length Classes                               |
| February           | 5         | ..... Last Day to Drop Semester Length Classes Without Appearing on Record        |
| February           | 6         | ..... Census Day  |
| February           | 17        | .....Lincoln’s Birthday (Holiday)   |
| February           | 18, 19    | ..... Declared Recess   |
| February           | 20        | .....Presidents’ Day (Holiday)  |
| March              | 3         | ..... Last Day to Apply for Degree – Certificate                                  |
| March 26 – April 1 |           | ..... Spring Recess   |
| March              | 31        | .....Cesar Chavez Day (Holiday)   |
| April              | 20        | ..... Flex Day (No Classes)   |
| April              | 27        | ..... Last Day to <b>Withdraw</b> From Semester Length Classes                    |
| May                | 20 - 26   | ..... Final Examinations (Day and Evening Classes)                                |
| May                | 26        | .....Day and Evening Classes End  |
| May                | 27, 28    | ..... Declared Recess   |
| May                | 29        | .....Memorial Day (Holiday)   |

### **SUMMER SESSION 2023**

|                    |  |
|--------------------|--|
| June 12 – July 22  | ..... Six Week Session                               |
| June 12 – July 29  | ..... Seven Week Session                             |
| June 12 – August 5 | ..... Eight Week Session                             |
| June 19            | ..... Juneteenth National Independence Day (Holiday) |
| July 4             | .....Independence Day (Holiday)                      |

**BOARD REPORT NO. 21-10-05CA**

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Melissa Moreno, President, Skyline College  
Danni Redding Lapuz, Interim Vice President of Instruction, Skyline College

**ACCEPTANCE OF GRANT FUNDS FROM THE SILICON VALLEY COMMUNITY  
FOUNDATION TO SUPPORT THE DEVELOPMENT OF AN EARLY CHILDHOOD  
APPRENTICESHIP PROGRAM AT SKYLINE COLLEGE**

Skyline College has been awarded a grant from the Silicon Valley Community Foundation in the amount of \$40,000 to support the planning for an Early Childhood Education (ECE) apprenticeship program. The funding period is from October 1, 2021, until September 30, 2022. The funds will be utilized to continue the planning and development process for an ECE apprenticeship program as well as the development of an application for a statewide apprenticeship program grant of up to \$500,000.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize acceptance of the grant funds in the amount of \$40,000 from the Silicon Valley Community Foundation to support the planning for an Early Childhood Education (ECE) apprenticeship program.

**BOARD REPORT NO. 21-10-06CA**

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Jennifer Taylor-Mendoza, President, College of San Mateo  
Dr. Mike Holtzclaw, Vice President of Instruction, College of San Mateo  
Dr. Charlene Frontiera, Dean of Math and Science, College of San Mateo

**ACCEPTANCE OF THE TITLE V DEVELOPING HISPANIC SERVING INSTITUTIONS PROGRAM FROM THE DEPARTMENT OF EDUCATION**

College of San Mateo has been awarded a \$3 million Title V grant from the U.S. Department of Education to support the STEM@CSM project to increase the College's capacity to create an equity-minded, student-centered experience that empowers Hispanic, low-income, and other students to reach their educational goals.

The major activities and services include:

1. Develop a physical STEM Center to parallel the STEM@CSM online information center. Regular contact with students throughout the semester positively impacts persistence, retention, and success.
2. Increase undergraduate research and internship opportunities. Students will be introduced to research in newly developed STEM courses. In addition, STEM departments will increase partnerships with universities to offer students more opportunities in paid internships at CSM and at four-year universities
3. Purchase of laboratory equipment. At the pace science moves, it is critical that the equipment students learn on in a laboratory setting be current with what they will experience in the workplace. New and updated equipment is a constant need.
4. Establish a Science Faculty Institute for Teaching and Learning. During the planning process for the STEM@CSM project, division faculty reached consensus that beginning in spring 2022, a block of time will be created in the schedule of classes for all science departments to allow for a weekly "Faculty Institute Hour" to hold workshops and encourage faculty communication. Establishing a designated time and process for sharing information on best practices learned at conferences improves teaching and learning. CSM will create a transformative environment to promote equity, completion, and STEM success. The Science Faculty Institute for Teaching and Learning (SFIT) will facilitate among faculty and related staff change strategies commonly used in STEM education reform efforts.

Expected outcomes include increased enrollment of Hispanic and low-income STEM students; increased semester-to-semester persistence; increased retention and graduation; increased percentage of STEM degree students transferring into STEM fields at four-year institutions; increased percentage of Hispanic and low-income participants who successfully completed gateway courses; and decreased percentage of Hispanic and low-income students on academic probation.

The full award is \$3,000,000.00 for a five-year period beginning October 1, 2021 and ending September 30, 2026.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept the Title V \$3 million award to College of San Mateo from the Department of Education as specified above.

**BOARD REPORT NO. 21-10-07CA**

TO: Members of the Board of Trustees  
FROM: Michael Claire, Chancellor  
PREPARED BY: Dr. Jennifer Taylor-Mendoza, President, College of San Mateo  
Michelle Schneider, Program Services Coordinator, College of San Mateo

**ACCEPTANCE OF GIFTS AND DONATIONS BY THE DISTRICT: FIRE EQUIPMENT FROM  
THE CENTRAL COUNTY FIRE DEPARTMENT**

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

The following donation was received since the last report:

|                                       |   |
|---------------------------------------|---|
| Donated Item / Equipment:             | 1985 International Harvester Rescue, Model 1850B                            |
| Donor's Estimated Value:              | \$5,000   |
| Donation to be specifically used for: | Fire Technology Program at College of San Mateo                             |
| Donor:                                | Central County Fire Department<br>1399 Rollins Road<br>Burlingame, CA 94010 |

**RECOMMENDATION**

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

**BOARD REPORT NO. 21-10-08CA**

TO: Members of the Board of Trustees  
FROM: Michael Claire, Chancellor  
PREPARED BY: Dr. Aaron McVean, Vice Chancellor of Educational Services and Planning

**APPROVAL OF COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT WITH LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT**

The District, in its Strategic Plan 2021-2026, identifies Dual Enrollment as a key component of its *Free Community College Initiative*. In accordance with the provisions of AB 288, AB 30, and SB 586, the District has established a College and Career Access Pathways (CCAP) agreement with La Honda-Pescadero Unified School District (LHPUSD) to provide dual enrollment opportunities on its high school campuses.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the initial La Honda-Pescadero USD CCAP Agreement.

**COLLEGE AND CAREER ACCESS PATHWAYS  
DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN  
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND  
LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT**

This College and Career Access Pathway Partnership Agreement (“Agreement”) is entered into this 9th day of August 2021 by and between the San Mateo County Community College District, a community college district formed and existing under the law of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (“COMMUNITY COLLEGE DISTRICT”) and La Honda-Pescadero Unified School District having its principal business address 360 Butano Cutoff Pescadero, CA 94060 (hereinafter called “SCHOOL DISTRICT”).

This Agreement relates to a College and Career Access Pathways (“CCAP”) dual enrollment partnership between the parties at the COMMUNITY COLLEGE DISTRICT’S Skyline College, in San Bruno, California, hereinafter referred to as “COLLEGE.”

The COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT desire to enter into this Agreement for the purpose of offering or expanding dual enrollment opportunities at the COLLEGE for the SCHOOL DISTRICT’S students under the CCAP program, consistent with the provisions of Assembly Bill 288, as codified at Section 76004 of the California Education Code, with a focus on high school students who may not already be college bound or who are underrepresented in higher education. The parties’ goals include developing seamless pathways from high school to community college for career technical education or preparation for transfer to four year universities, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

NOW THEREFORE, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

**1. TERM OF AGREEMENT**

- 1.1 The term of this Agreement shall be for three years, beginning in August 16, 2021 and ending on June 30, 2024. The Agreement shall be extended for subsequent three (3) year terms, unless a party gives timely notice to the other party of its intent to terminate the Agreement at the end of the then-current term, in accordance with Section 18 of this Agreement.

**2. INFORMATION AND PROVISIONS REQUIRED BY EDUCATION CODE SECTION 76004**

- 2.1 Appendix A of this Agreement, incorporated herein by reference, sets forth the total number of SCHOOL DISTRICT students to be served; the scope, nature, time, location, and listing of community college courses to be offered; and criteria the parties intend to apply to assess the ability of pupils to benefit from

those courses. The COMMUNITY COLLEGE DISTRICT will not claim any SCHOOL DISTRICT students for apportionment.

- 2.2 Pursuant to Section 49076(a)(2)(F) of the Education Code, the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT may release to each other, without parental consent, information from pupil records information from pupil records for pupils who have enrolled, or sought to enroll, in a course offered under this Agreement. SCHOOL DISTRICT will be responsible for advising parents/guardians/eligible students of their right to receive a copy of the records and to a hearing to challenge the content of the records as set forth in Section 49068 of the Education Code and Section 99.34 of Title 34 of the Code of Federal Regulations.

Requests for pupil information shall be directed to the following points of contact:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County  
Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Amy Wooliever, Superintendent, La Honda-Pescadero  
Unified School District, 360 Butano Cutoff Pescadero, CA 94060, 650-879-0286

- 2.3 Section 5 of the Appendix A to this Agreement sets forth protocols for joint facilities use.
- 2.4 Section 4 of this Agreement includes protocols for parental consent for high school pupils to enroll in community college courses.
- 2.5 The point of contacts for this Agreement for the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT are, respectively, as follows:

COMMUNITY COLLEGE DISTRICT: Bernata Slater, San Mateo County  
Community College District Office, 3401 CSM Drive, San Mateo, CA 94402; 650-358-6755

SCHOOL DISTRICT: Amy Wooliever, Superintendent, La Honda-Pescadero  
Unified School District, 360 Butano Cutoff Pescadero, CA 94060, 650-879-0286

### **3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1 Consistent with Section 76004(a) of the Education Code, SCHOOL DISTRICT students eligible to participate in the dual enrollment partnership shall include those who may not already be college bound or who are

underrepresented in higher education, and eligibility determinations shall be made with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness.

- 3.2 To be eligible to enroll in a course offered under this Agreement, a SCHOOL DISTRICT student must have been admitted to the COLLEGE and must satisfy any applicable prerequisites for the course. Applicable prerequisites for particular courses offered under this Agreement will be determined by COMMUNITY COLLEGE DISTRICT and shall be in compliance with applicable law and COMMUNITY COLLEGE DISTRICT standards and policies.
- 3.3 The COMMUNITY COLLEGE DISTRICT's admissions and registration guidelines set forth in applicable law and COMMUNITY COLLEGE DISTRICT policy shall apply to all students who enroll in courses offered under this Agreement.
- 3.4 In accordance with Education Code § 76004(g), COMMUNITY COLLEGE DISTRICT may assign priority for enrollment and course registration to a SCHOOL DISTRICT pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001.
- 3.5 In accordance with Education Code § 76004(p), special part-time students enrolled in courses offered under this Agreement may enroll in up to a maximum of 15 units per term if the units constitute no more than four community college courses per term and are part of an academic program that is covered under this Agreement and designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.6 SCHOOL DISTRICT students must obtain approval from the SCHOOL DISTRICT in order to enroll, during the same semester, in more than one course offered under this Agreement.
- 3.7 SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students who are enrolled in courses under this Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. SCHOOL DISTRICT

defines a “regular school day” as at least 240 minutes of instruction in high-school-credit-only courses.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1 The COMMUNITY COLLEGE DISTRICT will be responsible for processing student applications to participate in the CCAP partnership program.
- 4.2 The COMMUNITY COLLEGE DISTRICT will provide the necessary admission and registration forms and procedures and both COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements. For high school pupil, the admission and/or registration forms will include a parental consent form that requires a parent or guardian to signify consent to the pupil’s enrollment in COLLEGE courses.
- 4.3 The SCHOOL DISTRICT shall assist COMMUNITY COLLEGE DISTRICT in the admission and registration of SCHOOL DISTRICT students as necessary and requested by COMMUNITY COLLEGE DISTRICT.

#### **5. CCAP AGREEMENT COURSES AND STUDENT SERVICES**

- 5.1 For courses offered under this Agreement at a SCHOOL DISTRICT campus during the regular school day, COMMUNITY COLLEGE DISTRICT shall limit enrollment to eligible high school students.
- 5.2 The COMMUNITY COLLEGE DISTRICT is responsible for all courses and educational programs offered under this Agreement whether the course and educational program is offered at a SCHOOL DISTRICT site or at the COMMUNITY COLLEGE DISTRICT campus.
- 5.3 Courses offered at a SCHOOL DISTRICT campus shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COMMUNITY COLLEGE DISTRICT Board and submitted to the Chancellor’s office, unless course is a standalone class (i.e., a class that is not part of an approved program, or a credit class that is required for a certificate of fewer than 18 semester or 28 quarter units that has not been approved by the California Community

Colleges Chancellor's Office as a Certificate of Achievement). Course outlines will be provided to the SCHOOL DISTRICT.

- 5.4 Courses must be of a sufficient length to meet hours requirements set in the stated performance objectives in the course outlines provided to the SCHOOL DISTRICT each semester.
- 5.5 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be jointly reviewed and approved by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT.
- 5.6 Courses offered under this Agreement at a SCHOOL DISTRICT campus shall be of the same quality and rigor as those offered on COMMUNITY COLLEGE DISTRICT campus and shall comply with COMMUNITY COLLEGE DISTRICT academic standards.
- 5.7 Courses shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits, regardless of whether they are offered at COLLEGE or HIGH SCHOOL DISTRICT campus.
- 5.8 Courses offered under this Agreement shall comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to the COMMUNITY COLLEGE DISTRICT, as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COMMUNITY COLLEGE DISTRICT course-related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COMMUNITY COLLEGE DISTRICT regulations, policies, procedures, prerequisites, and standards shall prevail.
- 5.9 A student's withdrawal prior to completion of a course offered as part of this Agreement shall be in accordance with COMMUNITY COLLEGE DISTRICT guidelines, policies, pertinent statutes and regulations relating to such withdrawals.
- 5.10 Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 5.11 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 5.12 Site visits by one or more representatives of the COMMUNITY COLLEGE DISTRICT shall be permitted by the SCHOOL DISTRICT to ensure that

courses offered at a SCHOOL DISTRICT campus meet the same standards as those applied to courses offered on the COLLEGE campus.

- 5.13 In accordance with Education Code § 76004(d), neither COMMUNITY COLLEGE DISTRICT nor COLLEGE shall provide physical education course opportunities to high school students pursuant to this Agreement, nor shall they provide any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 5.14 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT will ensure that ancillary and support services (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring) are available to students enrolled in courses offered under this Agreement. SCHOOL DISTRICT will ensure that students are provided with accommodations or modifications as required by federal or state law, including under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

## **6. INSTRUCTOR(S)**

- 6.1 All instructors teaching COLLEGE courses offered under this Agreement must meet the minimum qualifications for instruction in a California community college, as required by applicable law. Such instructors may be hired by the COMMUNITY COLLEGE DISTRICT and become COMMUNITY COLLEGE DISTRICT employees or may be SCHOOL DISTRICT employees provided by the SCHOOL DISTRICT. Instructors who are employees of the SCHOOL DISTRICT, and not of the COMMUNITY COLLEGE DISTRICT, shall enter into an Adjunct Faculty Agreement with the COMMUNITY COLLEGE DISTRICT
- 6.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are SCHOOL DISTRICT employees.
- 6.3 The COMMUNITY COLLEGE DISTRICT shall be solely responsible for all salaries, wages, and benefits due to instructors of courses offered under this Agreement who are COMMUNITY COLLEGE DISTRICT employees.
- 6.4 The COMMUNITY COLLEGE DISTRICT shall be responsible for instructor salaries associated with the instructional class time of the classes conducted under this Agreement, provided the instructor is not an employee of the SCHOOL DISTRICT. The COMMUNITY COLLEGE DISTRICT has no obligation to compensate instructors for any supplemental instruction,

including supplemental instruction related to course material that extends beyond the college schedule.

- 6.5 For purposes of assignment monitoring and reporting to the county office of education, the SCHOOL DISTRICT will be the employer of record with respect to courses for which the instructor is an employee of the SCHOOL DISTRICT; for other courses offered under this Agreement, COMMUNITY COLLEGE DISTRICT will be the employer of record
- 6.6 In accordance with Education Code § 76004(m)(2), SCHOOL DISTRICT shall assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 6.7 The COMMUNITY COLLEGE DISTRICT shall have the primary right to control and direct the activities of instructors of courses offered under this Agreement. Instructors who teach courses offered under this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.
- 6.8 Instructors who teach courses offered under this Agreement shall comply with the fingerprinting requirements set forth in Education Code § 45125 and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered under this Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 6.9 Prior to the start of the course they are teaching under this Agreement, instructors provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COMMUNITY COLLEGE DISTRICT regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Faculty training shall be approved by and provided by the COMMUNITY COLLEGE DISTRICT.
- 6.10 Instructors provided by the SCHOOL DISTRICT shall participate in professional development activities sponsored by the COMMUNITY COLLEGE DISTRICT as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction relating to course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 6.11 The performance of instructors in relation to courses offered under this Agreement shall be evaluated by the COMMUNITY COLLEGE DISTRICT

using the adopted evaluation process and standards for faculty of the COMMUNITY COLLEGE DISTRICT, subject to the approval of COMMUNITY COLLEGE DISTRICT.

- 6.12 Instructors who fail to comply with the policies, regulations, standards, and expectations of the COLLEGE and/or COMMUNITY COLLEGE DISTRICT shall be ineligible to teach courses offered under this Agreement.
- 6.13 The COMMUNITY COLLEGE DISTRICT may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of COMMUNITY COLLEGE DISTRICT specifically with regard to their duties as instructors of COLLEGE courses offered under this Agreement.
- 6.14 The COMMUNITY COLLEGE DISTRICT will be the employer of record for all COMMUNITY COLLEGE DISTRICT employees who teach courses offered under this Agreement, notwithstanding the fact that they the courses may take place at a SCHOOL DISTRICT campus.

## **7. ASSESSMENT OF LEARNING AND CONDUCT**

- 7.1 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 7.2 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same grading standards as those utilized in courses taught on the COLLEGE campus.
- 7.3 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 7.4 Students enrolled in COLLEGE courses offered under this Agreement at a SCHOOL DISTRICT campus shall be held to the same behavioral standards as those applied to students in courses taught on the COLLEGE campus.
- 7.5 Students who withdraw from a course offered under this Agreement will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a “W” on their transcript.
- 7.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when

the class was dropped. A student may complete the course to receive high school credit.

## **8. STUDENT FEE PROHIBITIONS AND EXEMPTIONS**

- 8.1 In accordance with Education Code § 76004(f), high school pupils enrolled in courses offered under this Agreement shall not be assessed or charged any fee prohibited by Education Code § 49011, including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and/or equipment needed to participate in the course. Section \_\_\_ of the Appendix A to this Agreement specifies the textbooks, supplies, materials, and equipment required for each course offered under this Agreement; the costs of these textbooks, supplies, materials, and/or equipment, which are also specified in the Appendix A will be borne by the SCHOOL DISTRICT.
- 8.2 In accordance with Education Code § 76004(q), high school pupils enrolled in courses offered under this Agreement and that are properly classified as having "special part-time student" status as described by Education Code § 76004(p) shall be exempt from the following community college fee requirements: Student Representation Fee (Education Code § 76060.5); Nonresident Tuition Fee (Education Code § 76140); Transcript Fees (Education Code § 76223); Course Enrollment Fees (Education Code § 76300); Apprenticeship Course Fees (Education Code § 76350); Child Development Center Fees (Education Code § 79121).

## **9. APPORTIONMENT**

- 9.1 Neither COMMUNITY COLLEGE DISTRICT nor HIGH SCHOOL DISTRICT shall claim allowances or apportionments from the State of California with respect to students enrolled in courses offered under the Agreement.

## **10. CERTIFICATIONS**

- 10.1 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(h), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course on a SCHOOL DISTRICT campus shall not have been convicted of any sex offense as defined in Education Code § 87010, or any controlled substance offense as defined in Education Code § 87011.
- 10.2 The SCHOOL DISTRICT certifies, in accordance with Education Code § 76004(i), that any COLLEGE or COMMUNITY COLLEGE DISTRICT instructor teaching a course at a SCHOOL DISTRICT campus shall not displace or result in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that SCHOOL DISTRICT campus.

- 10.3 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(j), that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at a SCHOOL DISTRICT campus shall not displace or result in the termination of an existing COLLEGE or COMMUNITY COLLEGE DISTRICT faculty member teaching the same course at the COLLEGE campus.
- 10.4 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(1), that a COLLEGE course offered for college credit at a SCHOOL DISTRICT campus shall not reduce access to the same course offered at the COLLEGE campus.
- 10.5 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(2), that a COLLEGE course that is oversubscribed or has a waiting list shall not be offered under the terms of this Agreement.
- 10.6 The COMMUNITY COLLEGE DISTRICT certifies, in accordance with Education Code § 76004(k)(3), that participation in this Agreement is consistent with the core mission of community colleges pursuant to Education Code § 66010.4, and that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE.
- 10.7 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(l), that the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT each comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a course under this Agreement that is offered for high school credit.
- 10.8 The COMMUNITY COLLEGE DISTRICT and the SCHOOL DISTRICT each certify, in accordance with Education Code § 76004(n), that any remedial course taught by COLLEGE faculty at a SCHOOL DISTRICT campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between SCHOOL DISTRICT and COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.
- 10.9 COMMUNITY COLLEGE DISTRICT certifies that a proposed agreement was presented to the Governing Board of the COMMUNITY COLLEGE DISTRICT, and public comments were taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.
- 10.10 SCHOOL DISTRICT certifies that a proposed agreement was presented to the Governing Board of the SCHOOL DISTRICT, and public comments were

taken prior to a vote being taken to approve or disapprove the proposed agreement at an open public meeting.

- 10.11 COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT certify that they do not receive full compensation for the direct education costs of the courses offered as part of this Agreement from another source, as provided in Education Code § 84752.

## **11. PROGRAM IMPROVEMENT**

- 11.1 The COMMUNITY COLLEGE DISTRICT, COLLEGE, and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered under this Agreement.

## **12. EDUCATIONAL RECORDS**

- 12.1 For SCHOOL DISTRICT students who enroll in a course(s) offered under this Agreement, both the SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT will maintain permanent educational records in keeping with applicable law.
- 12.2 COMMUNITY COLLEGE DISTRICT shall provide the SCHOOL DISTRICT with a roster of participants from SCHOOL DISTRICT and their final course grades in courses provided by the COMMUNITY COLLEGE DISTRICT.
- 12.3 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT understand and agree that education records of students enrolled in courses under this Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30, and state law, including Education Code §§ 49064 and 49076. COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT agree to hold all student education records generated in relation to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation.
- 12.4 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall use each student education record that it may receive pursuant under this Agreement solely for a purpose(s) consistent with its authority to access that information under applicable federal and state law.
- 12.5 COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT shall comply with the requirements governing maintenance of

records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

- 12.6 By signature of its authorized representative or agent on this Agreement, COMMUNITY COLLEGE DISTRICT, COLLEGE, and SCHOOL DISTRICT acknowledges that they have been provided with notice under 34 C.F.R. § 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

### **13. STATE CHANCELLOR'S OFFICE REPORTS AND FILINGS**

- 13.1 In accordance with Education Code § 76004(c)(3), COMMUNITY COLLEGE DISTRICT shall file a copy of this Agreement with the office of the Chancellor of the California Community Colleges and with the department California Department of Education before the start of the CCAP partnership.
- 13.2 COMMUNITY COLLEGE DISTRICT shall prepare an annual report for joint submission by the COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT to the office of the Chancellor of the California Community Colleges. This report shall include the data required by Education Code § 76004(t)(1). COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection and timely submission of the data. SCHOOL DISTRICT shall be provided an opportunity to review the report prior to its submission and may choose to submit its own, separate report. SCHOOL DISTRICT personnel will perform services specified in this section as part of their regular assignment as employees of SCHOOL DISTRICT.

### **14. FACILITIES**

- 14.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to COMMUNITY COLLEGE DISTRICT or COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises made available for the programming that is the subject of this agreement. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 14.2 COLLEGE facilities may be used subject to mutual agreement by the parties as provided in the Appendix A to this Agreement.

## **15. INDEMNIFICATION**

15.1 The SCHOOL DISTRICT shall indemnify, save and hold harmless the COMMUNITY COLLEGE DISTRICT and COLLEGE and their governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

15.2 The COMMUNITY COLLEGE DISTRICT and COLLEGE shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of COMMUNITY COLLEGE DISTRICT's and COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COMMUNITY COLLEGE DISTRICT and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

15.3 In the event of concurrent negligence (or intentional/reckless acts) of SCHOOL DISTRICT and/or its officers and employees, on the one hand, and COMMUNITY COLLEGE DISTRICT and COLLEGE and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

## **16. INSURANCE**

16.1 SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each take out and maintain during the life of this Agreement such liability insurance as shall protect each of them while performing work covered by this Agreement from any and all claims for damages and all operations under this Agreement, whether such operations be by either party or by any subcontractor or by anyone directly or indirectly employed by either of them.

16.2 Required Coverage. SCHOOL DISTRICT and COMMUNITY COLLEGE DISTRICT shall each procure and maintain liability coverage which shall not be less than the following amounts (unless agreed in writing by the Executive Vice Chancellor's office or by the SCHOOL DISTRICT's Superintendent, as the case may be):

- a. Commercial General Liability and Property Damage insurance, with no exclusion for molestation or abuse, including: Bodily Injury Liability insurance which provides for injuries including accidental death, per any one occurrence in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and Property Damage insurance in an amount not less than \$1,000,000 per occurrence.
  - b. Business Automobile Liability insurance in an amount not less than \$1,000,000 including coverage for owned, non-owned and hired vehicles; and
  - c. Umbrella liability in an amount not less than \$3,000,000 per occurrence and annual aggregate.
- 16.3 If SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT maintains higher limits than the minimums shown above, the SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COMMUNITY COLLEGE DISTRICT or the SCHOOL DISTRICT, as the case may be.
- 16.4 Required Rating. Insurance carriers must have a Best rating of A(-)X or better.
- 16.5 Endorsements and Certificates of Insurance. San Mateo County Community College District, its Officers, Agents and Employees must be named by endorsement on SCHOOL DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured, and [insert full name of High School District], its Officers, Agents, and Employees must be named by endorsement on COMMUNITY COLLEGE DISTRICT'S Commercial General Liability and Property Damage Policies as co-insured or additional insured. Certificates of Insurance and endorsements for coverages required herein shall be filed with COMMUNITY COLLEGE DISTRICT'S Executive Vice Chancellor and with the SCHOOL DISTRICT'S Superintendent *prior to the commencement of courses offered under this Agreement*. The certificates shall provide that if the policy or policies be canceled by the insurance company or SCHOOL DISTRICT or the COMMUNITY COLLEGE DISTRICT, as the case may be, during the term of this Agreement, thirty (30) days written notice prior to the effective date of such cancellation will be given to COMMUNITY COLLEGE DISTRICT's Executive Vice Chancellor or the SCHOOL DISTRICT's Superintendent, as the case may be.
- 16.6 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation

claims by its SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COMMUNITY COLLEGE DISTRICT and COLLEGE, their directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT personnel who may serve as instructors. For the purpose of Workers' Compensation, COMMUNITY COLLEGE DISTRICT shall be the "primary employer" for all of its personnel who perform services as instructors and support staff. COMMUNITY COLLEGE DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by its COMMUNITY COLLEGE DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. COMMUNITY COLLEGE DISTRICT agrees to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability resulting from the failure to process, investigate, defend, or pay any workers' compensation claims by COMMUNITY COLLEGE DISTRICT personnel connected with providing services under this Agreement. COMMUNITY COLLEGE DISTRICT is not responsible for non-COMMUNITY COLLEGE DISTRICT personnel who may serve as instructors.

## **17. NON-DISCRIMINATION**

17.1 Neither the SCHOOL DISTRICT, nor the COMMUNITY COLLEGE DISTRICT, nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **18. TERMINATION**

18.1 Any party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement must be provided to the point of contact for each party identified in this Agreement.

## **19. MODIFICATION AND AMENDMENT**

19.1 This Agreement sets forth the entire agreement between the parties relating to the subject matter of this Agreement. All agreements or representations, express or implied, oral or written, of the parties with regard to the subject matter hereof are incorporated into this Agreement.

19.2 No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the Parties.

**20. GOVERNING LAWS**

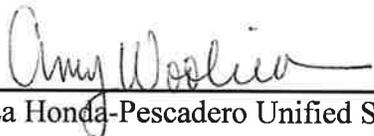
20.1 This agreement shall be interpreted according to the laws of the State of California.

**21. SEVERABILITY**

21.1 This Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

**22. COUNTERPARTS**

22.1 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

By:   
La Honda-Pescadero Unified School District

By: \_\_\_\_\_  
San Mateo County Community College District

**APPENDIX – A**

**FALL 2021 – SPRING 2022  
TO THE COLLEGE AND CAREER ACCESS PATHWAYS  
DUAL ENROLLMENT PARTNERSHIP AGREEMENT BETWEEN  
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND  
LA HONDA-PESCADERO UNIFIED SCHOOL DISTRICT**

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to set forth COLLEGE- and SCHOOL DISTRICT-specific components of the Agreement using this Appendix for purposes of addressing mandated reporting requirements, including, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COMMUNITY COLLEGE DISTRICT for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

This Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE the COMMUNITY COLLEGE DISTRICT, COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT agree as follows:

**1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT**

| <b>LOCATION</b>  | <b>NAME AND TITLE</b>         | <b>TELEPHONE</b> | <b>EMAIL</b>    |
|------------------|-------------------------------|------------------|-----------------|
| College:         |                               |                  |                 |
| School District: | Amy Wooliever, Superintendent | 650-879-0286     | amyw@lhpusd.com |

**2. AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)**

- a. THE COMMUNITY COLLEGE DISTRICT, acting through the COLLEGE, is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. **AGREEMENT PROGRAM YEAR FALL 2021-SPRING 2022** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2021-2022 COLLEGE: College of San Mateo

SCHOOL DISTRICT: La Honda-Pescadero Unified School District

**High School**

EDUCATIONAL PROGRAM:

| TOTAL NUMBER OF STUDENTS TO BE SERVED: |               |      |      |            | TOTAL PROJECTED FTES: |                    |          |
|--|---------------|------|------|------------|-----------------------|--------------------|----------|
| COURSE NAME                            | COURSE NUMBER | TERM | TIME | DAYS/HOURS | INSTRUCTOR            | EMPLOYER OF RECORD | LOCATION |
|  |               |      |      |            |                       |                    |          |

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

SCHOOL DISTRICT counselors select students based on academic readiness and the alignment of the course content to students; educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identify CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

4. **BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for SCHOOL DISTRICT students participating in courses covered by this Agreement will be borne by SCHOOL DISTRICT.

| COURSE NAME | TEXT | COST | OTHER INSTRUCTIONAL MATERIALS | COST |
|-------------|------|------|-------------------------------|------|
|             |      |      |                               |      |

5. **FACILITIES USE**

- a. COMMUNITY COLLEGE DISTRICT and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this Agreement.

| SCHOOL | BUILDING | CLASSROOM | DAYS | HOURS |
|--------|----------|-----------|------|-------|
|        |          |           |      |       |

**BOARD REPORT NO. 21-10-102B**

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Mitchell Bailey, Vice Chancellor/Chief of Staff  
 Yanely Pulido, Director, General Services  
 Megan Rodriguez Antone, Director of Community Relations and Marketing, Cañada College  
 Cherie Colin, Director of Community Relations and Marketing, Skyline College  
 David McLain, Director of Community Relations and Marketing, College of San Mateo

**APPROVAL OF CONTRACT AWARD FOR DISTRICTWIDE AGENCY OF RECORD FOR MARKETING SERVICES TO VISIONPOINT MARKETING, LLC**

The purpose of this Request for Proposal (RFP) was to solicit proposals from qualified marketing agencies to serve as the marketing agency of record to provide the District and its three colleges ongoing support in strategizing, planning, coordinating, producing, and distributing integrated advertising through a variety of digital and physical distribution channels. The goal of engaging an agency of record is to assist the District in driving requests for information, applications, and enrollments of potential and current students to the colleges, and to broaden and build community awareness that the colleges are here to support community members to achieve their academic, career and personal goals.

On September 21, 2021, the District issued RFP #86863 for a multi-year agency of record for marketing services contract. 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 September 21, and 28, 2021. On October 4, 2021 the District received three (3) proposals from the following firms which were reviewed and evaluated using the following criteria: cover letter/description of services, project approach, qualifications, experience, and cost:

| <b>Firm</b>                    | <b>Ranking</b>  | <b>Overall Score<br/>(Max 100pts)</b> | <b>Proposed Agency Fees</b>     |
|--------------------------------|-----------------|---------------------------------------|---------------------------------|
| 25th Hour Communications, Inc. | 2 <sup>nd</sup> | 90                                    | \$350,000*   (12.5% Ad Buy Fee) |
| Graduate Communications        | 3 <sup>rd</sup> | 80                                    | \$301,600*   (12% Ad Buy Fee)   |
| VisionPoint Marketing, LLC     | 1 <sup>st</sup> | 93                                    | \$228,748   (15% Ad Buy Fee)    |

\*Includes direct media costs based on recommended buy and firm’s management fee.

The RFP Evaluation Committee evaluated the three proposals and invited 25th Hour Communications and VisionPoint Marketing to present to the committee. The two firms were formally interviewed on October 12, 2021 and were provided the opportunity to respond to additional requests for information to clarify and further explain their proposal. At the conclusion of the evaluation and interview process, the RFP Evaluation Committee determined that VisionPoint Marketing, LLC demonstrated to be the most qualified firm with the best understanding of the District’s goals and objectives, thus providing the best value to the District. The RFP Evaluation Committee was comprised of representatives from the District and colleges’ Community Relations and Marketing Offices.

## **RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Chancellor, or his designee, to execute a three-year contract, with option to renew for up to two (2) additional one-year terms, with VisionPoint Marketing, LLC for RFP #86863, in an amount not to exceed \$228,748 per contract year for agency fees, and a media buy authorization of \$1.15M for the first contract year (2021-22).

**BOARD REPORT NO. 21-10-103B**

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

PREPARED BY: Dr. Aaron McVean, Vice Chancellor of Educational Services and Planning  
Dr. Mary Ho, Director of Postsecondary Success and the University Center, Cañada College

**DISCUSSION OF BACHELOR’S DEGREE COMPLETION PATHWAY PARTNERSHIP WITH NOTRE DAME DE NAMUR UNIVERSITY**

The San Mateo County Community College District (SMCCCD), as part of its District Strategic Plan, has committed to increasing degree attainment, transfer rates, and bachelor’s degree completion for the students and communities served by the District and its three colleges. Notre Dame de Namur University (NDNU) and SMCCCD have been working to develop a dedicated Bachelor’s Degree Completion Pathway (BDCP) for graduates of the District. The BDCP will be specifically designed for students who have completed an Associates Degree for Transfer (ADT) to complete a baccalaureate degree in two years. The inaugural pathway will lead from the Associates of Science for Transfer (AS-T) in Business Administration to NDNU’s BA in Business Administration, with additional pathways from the Associates of Arts for Transfer (AA-T) in Psychology, and others, to follow if the initial pathway proves successful. The BDCP is designed specifically to provide an affordable option for baccalaureate degree completion in San Mateo County, through a combination of institutional aid from NDNU and financial aid for students who qualify.

Staff from the District and NDNU provided a report to the Board at its September 9, 2021 meeting and outlined the proposed BDCP for the AS-T in Business Administration, including the financial aid and affordability model and the services provided through a proposed NDNU micro-site. The Board advised during its September 9 meeting to move forward with pursuing the partnership agreement and to bring a final agreement for Board ratification to a future meeting.

**RECOMMENDATION**

It is recommended that the Board of Trustees ratify the attached Bachelor’s Degree Completion Pathway agreement with Notre Dame de Namur University.

**AGREEMENT BETWEEN SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT AND NOTRE DAME DE NAMUR UNIVERSITY REGARDING THE BACHELOR DEGREE COMPLETION PATHWAY**

This Agreement (“Agreement”) is entered into this day, \_\_\_\_\_ by and between San Mateo County Community College (“District”) and Notre Dame De Namur, collectively referred to the “Parties.”

**WHEREAS**, District and NDNU desire to use their respective resources effectively to provide those seeking higher education with a wider range of options in achieving their educational goals;

**WHEREAS**, District and NDNU desire to coordinate curricula to facilitate student transfer from the District’s Associate degree programs (AA-T or AS-T) to NDNU bachelor degree completion programs in order to increase the percentage of District and NDNU students who earn bachelor degrees

**WHEREAS**, District and NDNU believe that scheduling certain NDNU’s program courses on the District campuses will create a more accessible transfer pathway for District students to NDNU;

**WHEREAS**, District and NDNU believe that offering certain NDNU program courses on District campuses will permit NDNU to attract members of the San Mateo County community to its programs;

**WHEREAS**, District and NDNU hope that the Agreement will stimulate communication and interchange between the two institutions and enhance the educational quality and reputation of both institutions;

**WHEREAS**, District and NDNU also desire to reduce or eliminate achievement gaps for ethnic and socioeconomic groups within their respective student bodies;

**WHEREAS**, the cooperation and coordination outlined in this Agreement will be an ongoing continuous process which will be further defined and developed over time;

**NOW, THEREFORE**, the Parties agree to cooperate in the following ways so that students may take full advantage of educational opportunities best suited to their individual needs.

**ARTICLE I. TERM AND TERMINATION**

- (A) **TERM OF THIS AGREEMENT:** This Agreement shall be effective from the date first shown on page one of this Agreement (the “Effective Date”), provided that the Agreement is approved by the governing bodies of District and NDNU, through June 30, 2025, (the “Term”).
- (B) **EXTENSION TERMS.** The Parties agree that no less than 365 days prior to the end of the Term of this Agreement, they will meet to discuss mutually agreeable extension terms.
- (C) **TERMINATION:** In the event that either party wants to terminate this Agreement early, a written termination notice shall be given to the other party at least 180 days in advance; termination shall be effective at the end of the academic year.

**ARTICLE II. PROGRAMS:** District and NDNU shall identify and agree to offer NDNU programs (degree completion) on District campuses located in Redwood City, San Mateo and/or San Bruno, by an official addendum to this Agreement for the program.

**ARTICLE III. COORDINATING PERSONNEL:** District and NDNU shall identify one representative from the District and one representative from NDNU to coordinate programs and facilitate resolution of issues that may arise in connection with this agreement. The Coordinating Personnel shall:

- (A) Monitor compliance with this Agreement.
- (B) Review instances in which students encounter difficulty with transfer credit or admissions and recommend appropriate solutions and assist with resolving any such difficulty.
- (C) Address any additional issues that arise from or are related to this Agreement and recommend appropriate solutions; and
- (D) At the end of each academic year during the Term of this Agreement, provide a report to the District and NDNU. The report should describe, at minimum (i) statistics regarding student transfers that have occurred as a result of this agreement; (ii) increase, if any, in students achieving a Bachelor Degree as a result of this collaboration; (iii) any measurable decrease in achievement gaps for ethnic and socioeconomic groups; and (iv) any policies or practices which may improve collaboration and coordination between District and NDNU.

**ARTICLE IV. GENERAL CONDITIONS FOR ADMISSION:** Students will be accepted into NDNU program in accordance with existing NDNU admissions standards and procedures. NDNU degree completion program offered on District campuses will be designed to enhance the ability of District students to complete their bachelor degrees after meeting all pre-requisite requirements for transfer in accordance with NDNU and District policy.

- (A) NDNU will evaluate all, applicable academic coursework of applicants to determine transfer credit eligibility and determine if minimum academic criteria for entry to the appropriate NDNU program has been met.
- (B) District and NDNU will coordinate and communicate applicable admissions policy and changes in admission policy to ensure clear understanding of application and admission requirements by all Parties.
- (C) Students participating in the an NDNU degree completion program offered on District campuses will be required to sign a release permitting NDNU and District to release student records and information on academic and disciplinary matters and investigations between NDNU and the District without violating the Family Educational Rights and Privacy Act or other federal and state requirements.
- (D) District shall provide NDNU with a list of college credit courses that meet the requirements for AA-T or AS-T programs aligned with potential BA or BS degree programs from NDNU. Upon receipt of the listing, NDNU shall identify those courses that are transferable from the District in these AA-T/AS-T programs that meet NDNU program requirements. All decisions in regard to transferability of credit for any and all NDNU programs shall be made by NDNU in accordance with existing NDNU policies and articulation agreements. Any disputes regarding transferable credit shall be submitted to the District/NDNU decision makers.

**ARTICLE V. OBLIGATIONS OF NDNU:**

- (A) NDNU shall bear all costs associated with offering NDNU programs on District campuses, subject to the limitations outlined in Article VI below.
- (B) NDNU shall market, recruit, and admit qualified students in NDNU programs.
- (C) NDNU shall recruit and hire faculty to teach the courses as necessary.
- (D) In consultation with District, NDNU shall schedule the required courses to be taught at District campuses each term (schedules defined in Article VII and associated agenda).
- (E) NDNU shall register students into the required NDNU program courses.
- (F) NDNU shall coordinate NDNU programs, providing advising and other student administrative and academic support services as necessary.
- (G) NDNU shall share with the District information regarding students enrolled in courses offered on District premises in accordance with District's Data Sharing and Security Terms and Conditions set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.
- (H) NDNU shall reimburse District for the reasonable cost of Materials, Information Technology Access, or Tech Support, each semester for each program established by addendum to this Agreement, during the term of each addendum, if any. This fee will include but is not limited to: regular maintenance cost of internet technology including wifi access for faculty and students, audio-visual and other classroom technology access and support, and any other instructional related costs.
- (I) NDNU shall reimburse District for the reasonable cost of Student Services on the campus where NDNU courses are being delivered, as established by addendum to this Agreement, each semester for each program during the term of the addendum. These student services may include but are not limited to: student health services, gym access, library access and services.
- (J) The appropriate NDNU school Dean or administrators shall respond to concerns raised by District regarding students' and NDNU employee's conduct, if any, and will address disciplinary issues in accordance with NDNU practices, rules and procedures. In the event NDNU fails to take disciplinary action or conduct an investigation within a reasonable time, as determined by the District in its sole discretion, the District may pursue disciplinary action against NDNU-registered students for non-academic misconduct.
- (K) NDNU employees and students at the District location shall abide by the provisions of Article VII below with respect to the use of District facilities.

**ARTICLE VI. OBLIGATIONS OF DISTRICT:**

- (A) District shall publicize the collaboration between District and NDNU as memorialized in this Agreement and its addenda, to all current District students via electronic and print communication developed in conjunction with NDNU.
- (B) District shall publicize the collaboration between District and NDNU as memorialized in this Agreement and its addenda to past District students who were enrolled in degree programs that provide a transfer pathway to NDNU bachelor's degree programs being offered.
- (C) District shall share with NDNU information regarding potential or enrolled students for the degree completion program in accordance with District's Data Sharing and Security Terms and Conditions set forth in Exhibit A.
- (D) District shall make available to all District students the recommended core requirements and shall assist 're-entry' students from the community to enroll in District courses in preparation for admission to NDNU degree completion programs.
- (E) District shall cooperate with NDNU admissions personnel to facilitate conferences with current and previous District students who are interested in transferring to NDNU.
- (F) District shall provide NDNU access to District campuses and facilities subject to the terms and conditions detailed in Article VII.

**ARTICLE VII. USE OF DISTRICT CAMPUSES AND FACILITIES**

District hereby grants to NDNU a non-exclusive permit ("Permit") for use of District campuses and facilities under the terms and conditions outlined below and further defined by addenda for individual programs:

- (A) Scope of Facilities Use: District shall provide student participants, NDNU faculty assigned to teach required program courses access to District campuses and facilities as follows:
  - i. District shall provide classrooms ("Classroom") at the designated campus as follows:
    - a. For each Degree Completion Program and District location defined and agreed to by addendum: Classrooms with white board, projector and laptop hookup, and wifi/network access, with sufficient seats to match course enrollment.
    - b. Other NDNU Programs defined and agreed to by addendum: Sufficient campus space at all three District campuses for student outreach activities, student programming activities or workshops. This could be in the office space described below or other campus location
  - ii. District shall provide dedicated office space at Cañada College including furniture ("Office Space") for the NDNU Degree Completion Program staff and faculty who are

assigned to this partnership. This space will include access to a copier, dedicated phone line, and wifi access for staff. The space should be sufficient to offer student support services, manage academic program offerings, or perform other duties to support NDNU students in the degree completion program (Office Space and Classrooms are collectively referred to herein as “Facilities”).

- iii. District shall provide student participants access to District parking facilities, *provided* that student participants purchase District parking permits and display them appropriately on their respective vehicles.
  - iv. District shall provide NDNU staff and faculty with parking passes that provide access to District parking facilities for no additional cost.
- (B) District Property Use: NDNU and District agree to the following with respect to use of District Property:
- i. NDNU will use its best efforts to inform NDNU employees and student participants that they may not smoke on District Property. Smoking is prohibited. District will make the District policy and procedures available to NDNU employees and student participants and NDNU will work with District to address NDNU employees and student participants for his or her failure to comply with such District policy and procedures.
  - ii. NDNU will use its best efforts to inform NDNU employees and student participants that they shall not use profane language, quarrel, fight, gamble, or use intoxicants or narcotics on District property.
  - iii. NDNU is responsible for ensuring that the number of people utilizing the Facilities does not exceed the posted maximum occupancy for each Facility if facility maximum occupancy information is provided by the District to NDNU.
  - iv. NDNU shall not permit NDNU employees or student participants to remove or displace District furniture or apparatus unless (a) NDNU requests or receives permission from the District; (b) a District employee is present to supervise any such removal or displacement; and (c) NDNU returns any removed or displaced furniture or apparatus at the end of the Term of this Agreement, unless District agrees otherwise in writing. NDNU shall be responsible for reimbursing the District for furniture or apparatus that are removed by NDNU employees or student participants and are not replaced in the condition in which they were removed.

#### **ARTICLE VIII. GENERAL TERMS**

- (A) **RELATIONSHIP OF THE PARTIES:** It is understood that this is an agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor.
- (B) **SEPARATE EMPLOYERS.** This Agreement does not permit or authorize either party to enter into, directly or indirectly, a joint employer relationship vis-à-vis the other’s employees. Each party will

determine the hiring, termination or other terms and conditions of employment of its own employees.

- (C) **FORCE MAJEURE:** In the event of occurrence of forces beyond District's control during the Term of Agreement including, but not limited to, fire, earthquake, flood, storm, strike, or civil disturbance, District reserves its right to suspend its obligation to provide access to District Property to NDNU employees and student participants for (i) the duration of any such event; plus (ii) a reasonable period of time after the event to afford District the opportunity to repair any damage caused and ensure the safety of District Property. District must notify all NDNU employees and student participants when the District Property is not accessible.
- (D) **USE OF NON-ACADEMIC INTELLECTUAL PROPERTY:** NDNU and SMCCCD each agree to grant a non-exclusive, non-transferable and royalty free reciprocal license to the other in order that each party may use the other party's names, logos, images and URL links for the purpose of program development, promotion, recruitment and general marketing in print and electronic format. License to use non-academic intellectual property expires immediately upon the expiration or termination of this Agreement for any reason.
- (E) **INDEMNIFICATION:**
- i. It is agreed that District shall defend, hold harmless and indemnify NDNU, its Officers, Agents and Employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of District, its Officers, Agents and/ or Employees.
  - ii. It is agreed that NDNU shall defend, hold harmless and indemnify District, its Officers, Agents and Employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of NDNU, its Officers, and/or Employees.
  - iii. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
  - iv. In the event of concurrent negligence (or intentional/reckless acts) of District, its Officers, Agents and/or Employees, and NDNU, its officers, Agents and/or Employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.
- (F) **INSURANCE:** Without limiting any liabilities or any other obligations, each party shall procure and maintain at its sole cost and expense, the insurance necessary to cover its obligations and responsibilities under this Agreement, or any amount required by Law, whichever is less, but in no case less than the following minimum coverages.

- i. Commercial General Liability: Insurance shall be on an occurrence basis and shall include broad form contractual coverage for:

|                                 |             |
|---------------------------------|-------------|
| Each Occurrence                 | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |

- |      |   |             |
|------|---|-------------|
|      | General Aggregate   | \$2,000,000 |
| ii.  | Automobile Liability: Insurance shall include coverage for the use of any owned, hired, or non-owned vehicles used in the performance of this Agreement for:  |             |
|      | Combined Single Limit   | \$1,000,000 |
|      | Bodily Injury   | \$1,000,000 |
|      | Property Damage   | \$1,000,000 |
| iii. | Workers' Compensation: Insurance in accordance with the provisions of applicable laws and regulations, and to include employer's liability insurance with a minimum limit of \$1,000,000 for each accident. |             |

Insurance shall be placed with companies that have an A. M. Best rating of not less than A- X or better. Each party shall deliver Certificates of Insurance for coverages required herein prior to the commencement of this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, of any pending change in the limits of liability or of any cancellation or modification of the policy. Failure on the part of either party to meet these requirements shall constitute a material breach upon which the other party may immediately terminate this Agreement.

- (G) **DISPUTE RESOLUTION:** Should any dispute arise out of this Agreement, the Parties agree to meet in mediation and attempt to reach a resolution with the assistance of a mutually agreed upon mediator. The mediation process shall provide for the selection, within fifteen (15) days of either party notifying the other of the existence of a dispute, by both Parties of a disinterested third person as mediator and shall be concluded within forty-five (45) days from the commencement of the mediation unless a time requirement is extended by stipulation of both Parties.

If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the mediated settlement. Each party agrees to bear an equal quota of the expenses of the mediator.

A party that refuses to participate in mediation or refuses to participate in the selection of a mediator cannot file a legal action. The non-refusing party shall be permitted to file a legal action immediately upon the other party's refusal to participate in mediation or the selection of a mediator.

- (H) **NON-DISCRIMINATION AND EQUAL OPPORTUNITY UNDER LAW:** Each party agrees that in a manner consistent with applicable law, each will administer their activities provided for in this Agreement in full compliance with all laws and regulations governing their respective activities. The Parties also agree to comply with all other applicable federal, state, county, and local laws, ordinance, regulations, and codes in the performance of all of their obligations to each other under this Agreement. The Parties agree to provide equal enrollment opportunities to all persons regardless of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law during the Term of this Agreement.

- (I) **THIRD PARTY OBLIGATIONS:** This Agreement is made solely for the benefit of the Parties hereto and is not intended to create third party beneficiaries.
- (J) **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- (K) **PARTIES BOUND:** This Agreement shall apply to and bind the Parties hereto, together with their respective heirs, successors and assigns.
- (L) **INTEGRATION:** This Agreement shall supersede all other proposals and negotiations with regard to the transfer of students from District to NDNU and shall constitute the foundation agreement for student transfer from District into NDNU.
- (M) **MODIFICATIONS:** Any modifications, additions, or deletions of this Agreement must be in writing and signed by both Parties.
- (N) **EXECUTION:** By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

**NOTRE DAME DE NAMUR UNIVERSITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Address for Notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A: DATA SHARING AND SECURITY TERMS AND CONDITIONS**

1. **Purpose and Scope of Study.** Support the final report for the BS Degree Completion Pathway Agreement, which should describe, at minimum (i) statistics regarding student transfers that have occurred as a result of this agreement; (ii) increase, if any, in students achieving a Bachelor Degree as a result of this collaboration; (iii) any measurable decrease in achievement gaps for ethnic and socioeconomic groups; and (iv) any policies or practices which may improve collaboration and coordination between District and NDNU.
2. **Data Sharing.** The District and the Institution each designate the other as an authorized representative for purposes of FERPA.
  - a. Data to be shared. The Parties shall provide one another with academic data concerning their respective students. The data shall include personally identifiable information for current and former District students in relevant disciplines including but not limited to student names, mailing address, email address, phone number(s), date of birth, gender, ethnicity, first-generation status, courses, grades, GPA, and terms of enrollment and graduation.
  - b. NDNU Enrollment funnel data: numbers of applications, admitted students, deposited and enrolled students from the District. Pell eligibility or other financial profiles for enrollment data will be shared in a manner that is not personally identifiable.
  - c. The data will be provided in a manner and form as agreed upon by the Parties and pursuant to the provisions of section 5 of this Exhibit A.
  - d. Use of Data by NDNU. The data shall be used only for:

Outreach, marketing, and recruitment purposes to promote the BS Degree Completion Pathway with NDNU and to:

    - i. Identify equity gaps in enrollment, persistence, and degree completion.
    - ii. Evaluate partnership success by analyzing and sharing enrollment metrics as well as student retention, persistence, and graduation rates
  - e. Use of Data by SMCCCD
    - i. Identify factors that predict success in degree completion program at NDNU.
    - ii. Evaluate success of partnership through enrollment, student persistence, retention, and graduation rates.
3. **Destruction of Data.** The receiving entity shall destroy any data received pursuant to this agreement when it is no longer needed for the studies and evaluations and no later than ten years from the date the data is first received.

- 4. **Points of Contact and Data Custodians.** The Authorized Representative and Contacts for each party, set forth below, are responsible for precisely defining the data needed and coordinating the data exchange between the Parties.

FOR NDNU

Program Contact: This person is responsible for coordinating the data sharing activities describe in this Agreement for NDNU:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Information Technology Contact: This person is responsible for generating and submitting the data files.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

FOR THE DISTRICT

SMCCCD College Name: \_\_\_\_\_

Program Contact: This person is responsible for coordinating the data sharing activities describe in this Agreement for the District:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Information Technology Contact: This person is responsible for generating and submitting the data files.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

- 5. **Confidentiality and Data Security.** The Parties will maintain the confidentiality of any and all student data exchanged by each as a part of this Agreement, and prevent further disclosure except as authorized by this Agreement and in accordance with state and federal laws. The confidentiality requirements under this paragraph shall survive the termination or expiration of this Agreement or any subsequent agreement intended to supersede this Agreement. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this Agreement, the Parties shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all student records, including records containing personally identifiable information, are kept in secured facilities and access to such records is limited to only those personnel who are authorized to have data access under this section of the Agreement.
  - b. All District and Institution staff and faculty involved in the handling, transmittal, and/or processing of data provided under this agreement will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.
  - c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this Agreement.
  - d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this Agreement.
  - e. Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
  - f. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall ensure that any and all disclosures of confidential student data comply with all provisions of FERPA and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this Agreement.
  - g. Data transmitted under this agreement must use a minimum standard of RSA 2048-bit encryption or a mutually agreed upon equivalent.
6. **Cyber Liability Insurance.** Parties shall procure and maintain cyber liability coverage for the duration of the Agreement which shall not be less than \$1,000,000.
7. **Security Breach; Notifications.** The Parties shall report in writing to one another any confirmed or reasonably suspected breach of the security of confidential data. The breached party shall make the report immediately, but in no case more than one business day after the party reasonably believes a breach has occurred. The report shall identify the nature of the breach, including if known, the data impacted and the source of the breach. The breached party shall comply with all applicable laws regarding the provision of notice of the breach to impacted persons and shall assume the full responsibility, including financial responsibility, of informing such persons in accordance with applicable laws.

(End of Exhibit A)

**ADDENDUM NO. 1: BUSINESS DEGREE COMPLETION PATHWAY**

This Addendum to the Agreement is entered into this day, \_\_\_\_\_, by San Mateo County Community College District (“District”) and Notre Dame de Namur University (“NDNU”).

WHEREAS, District and NDNU desire to provide opportunity to District students and members of the San Mateo County community seeking higher education the option to complete their bachelor degree; therefore the Parties agree to cooperate in the following ways to establish a Business Degree Completion Program hosted at the District’s Cañada College to achieve a B.S. Degree in Business Administration from NDNU.

ARTICLE I. NDNU will offer a Business Degree Completion Program (“Business DCP”) with courses hosted at the District’s Cañada College campus. The Business DCP will provide all courses to meet the upper division general education requirements and degree program requirements to meet the final 60 units (of the total 120 units needed) required for an NDNU bachelor’s degree.

- (A) The Business DCP is scheduled to begin with the Spring 2022 semester, dependent on the recruitment of sufficient number of students and appropriate instructors to implement the program.
- (B) Admissions to the Business DCP will be in accordance with applicable NDNU policy.
- (C) Completion of all degree requirements will be assessed and determined in accordance with applicable NDNU policy.
- (D) Student participants once admitted to the Business DCP shall be NDNU students for the purposes of all academic and financial aid services.
- (E) Student participants in the Business DCP shall not take NDNU courses offered outside of the Business DCP, unless otherwise authorized by a designated program advisor. Transfer credit will be assessed and applied in accordance with NDNU policy.

ARTICLE II. NDNU shall conduct marketing and recruit students for the Business DCP. NDNU shall work with appropriate District offices and officials to coordinate marketing, recruiting, and pre-admissions activities at all three District campuses to support the Business DCP for NDNU.

ARTICLE III. NDNU will provide appropriate staff and faculty using current hiring procedures in accordance with NDNU policy.

- (A) NDNU shall seek to hire a BS Business Administration Program Director who will oversee the Business DCP at the Cañada College campus, including course offerings, class scheduling, and student advising.
- (B) Faculty for all Business DCP courses shall be selected and assigned by the NDNU School of Business, in accordance with the department’s academic and accreditation requirements.

ARTICLE IV. Facilities and Services to support the Business DCP:

- (A) District shall provide at least one classroom with a whiteboard, projector and laptop hook up, wifi access for instructor, and seats for at least 20 students.
- (B) District will schedule facilities for the Business DCP after consultation with NDNU. Classroom scheduling will meet the minimum listed above, but may be revised based on the needs of the Business DCP and the availability of District space.
- (C) District shall provide office space for NDNU staff supporting this partnership, including but not limited to: transfer counselor, faculty program director/advisor, and Title V Grant program staff.
- (D) Student participants shall have access to District parking facilities, provided that student participants purchase District parking permits and display them appropriately on their respective vehicles.
- (E) See section above about NDNU faculty/staff parking and insert here.
- (F) District shall provide space at other District Campuses for student outreach and programming to promote the NDNU program located at Cañada College.

ARTICLE V. Unless otherwise delineated in this addendum, all other terms and conditions of the general Agreement between District and NDNU remain in effect. Any modifications, additions, or deletions from this Addendum must be in writing and signed by both Parties. This addendum will remain in effect under the same periods and terms as the general Agreement.

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

**NOTRE DAME DE NAMUR UNIVERSITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD REPORT NO. 21-10-104B**

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

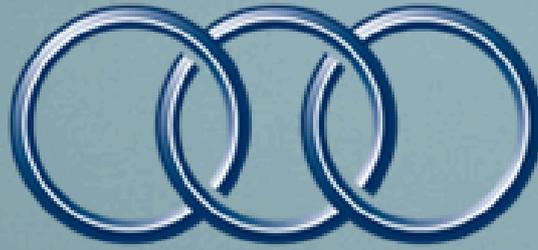
**CONSIDERATION OF QUOTES FOR DEMOGRAPHER SERVICES FOR BOARD  
TRUSTEE AREAS MAP REVIEW**

The Board of Trustees directed staff to solicit quotes from demographers to conduct a review of Census data relating to its trustee area map. Staff asked for quotes from four demographer firms and received one quote (with draft contract), which is attached to this report.

As a reminder, the Board must complete its review and make any desired trustee area boundary adjustments and report those changes to the County's Chief Election Officer by March 1, 2022.

**RECOMMENDATION**

It is recommended that the Board of Trustees evaluate the attached quote for demographer services and determine if it wishes to engage the firm or solicit other quotes.



SAN MATEO COUNTY  
**COMMUNITY**  
COLLEGE DISTRICT

PROPOSAL FOR

# TRUSTEE BOUNDARY REVIEW

ANALYSIS & POTENTIAL MAPPING SCENARIOS

*USING 2020 CENSUS DATA*

Submitted by



# OVERVIEW

Mr. Mitchell A. Bailey  
Vice Chancellor and Chief of Staff  
San Mateo County Community College District

Dear Mr. Bailey:

We appreciate SMCCCD reaching out to Davis Demographics regarding a Trustee Boundary Review. We are pleased to submit a proposal for these tasks, which follow the release of new census data every ten years. Our tasks would be heavy on data analysis through the use of GIS mapping/analysis software tools. On the following pages we have included brief information about our experienced staff members and their expertise with GIS mapping/analysis software tools.

Two references are included....Fremont USD and Sonoma Valley USD.

Davis Demographics undertook CVRA work for both of these northern California school districts in Fall 2019. Samples of our work are included, as well as contact information for the Associate Superintendent of Business Services at each district. Each of these projects was more than a review, each was a much broader project that involved transitioning from At-Large to By-District election of board members. So we're very familiar with the whole process.

*Both Districts have enlisted Davis Demographics to undertake their Trustee Area Review.*

Please do keep in mind that Davis Demographics knows CVRA procedures and CA Ed Code 5019.5 guidelines, yet we are by no means a legal firm. In the trustee review process, your Attorney (Dannis Woliver Kelley) will guide you in legal matters, and your selected Demographer will advise in areas of mapping and data analytics. We would be pleased to be of service to San Mateo County Community College District.

Sincerely,



Ken Ward  
Davis Demographics



## Demographer's Role

**Analysis and Mapping.** In the simplest terms, those are the Demographer's tasks in a CVRA or Trustee area review project. And there is no better way to accomplish both tasks than through the use of GIS software (geographic information system).

Davis Demographics has been using GIS software from Esri (the world leader in GIS) for decades, and twice was awarded Esri's Partner of the Year from among Esri's thousands of business partners. Davis Demographics is Esri's premier business partner in K-12 Education.

### **Specialized GIS software: One of Davis Demographics' greatest resources**

For those unfamiliar with Esri, their ArcGIS mapping software is the standard GIS (geographic information systems) software used throughout the U.S. and the world. Virtually every city, county, state, and federal government agency uses GIS specifically made by Esri, and not some other brand of GIS. This is important to a school district because when a need arises for specific data, that data is generally available quickly and inexpensively in Esri GIS format from your local county or city.

Davis Demographics has been an Esri business partner since 1989. **We don't just use GIS software, we pioneered it's use in the school planning industry, including the development of our unrivaled SchoolSite planning software.** With ArcGIS and SchoolSite, we are able to see more, understand more, leverage more data, and provide the school district client with the greatest experience from a demographic study. Davis Demographics is the premier business partner with Esri in the K12 Education field.



*"As an early adopter of GIS technology, Davis Demographics has worked with Esri since the mid 1980s, delivering many of the first school administrative demographic and planning applications. SchoolSite for ArcGIS illustrates the continuing commitment that Davis Demographics has given to providing K-12 school administrators with the most up-to-date planning solutions based on Esri technology."*

— Jack Dangermond, Esri Founder and President

Esri Founder Jack Dangermond (left) and Davis Demographics Founder Greg Davis (right)

# MEET OUR *Staff*

Davis Demographics employs a staff of 20, with offices in Riverside CA, Dallas TX, and Phoenix AZ. In 28 years, we have grown to be the nation's premier K12 Demographer, having served hundreds of school districts in 40 states. We've partnered with Esri (GIS mapping) for over 30 years, longer than any other demographer. Esri tools and our own specialized school planning add-ons give us unrivaled geospatial analytic capabilities, with the unique "where" perspective so important to planning.



The personnel of Davis Demographics are highly-skilled Demographers, Analysts, and Statisticians, holding degrees in Geography, Urban Planning, Land Management, and other fields. They are empowered with the most advanced analytic tools in the industry, including Esri ArcGIS and Davis' exclusive SchoolSite software. With these tools and expertise, our team is able to dig deeper, leverage more data, discover more, process more, and accurately model and simulate the future of your school district...

...in ways that no other Demographer can.

# CASE EXAMPLE #1

On the next two pages are samples of Trustee Districting work recently completed by Davis Demographics. In both cases, these school districts had already made a legal declaration of intent to transition from an At-Large Trustee election system, to electing their Trustees by District, prior to involvement from Davis Demographics.

The CVRA work for Fremont USD involved a very engaged community that came out to the school board meetings. Even after the meetings, member of the community would gather around the demographer with many questions. The information shared by the Attorney and the Demographer went a long way towards providing a greater understanding of the process for the Board and the community.



## Fremont Unified School District

(Fall 2019)

**FREMONT, CALIFORNIA**

Davis Demographics assisted FUSD with a complete transition from At-Large Trustee elections to By-District Trustee elections. 5 public hearings (at Board Meetings), much analysis, many draft map options prepared.

## The Process

[Link to FUSD website \(CLICK HERE\)](#). Full discussion of process undertaken for creating Trustee Districts. Davis Demographics serving as Demographer.

## The Maps

[CLICK HERE for online side-by-side maps \(PDF\)](#). [CLICK HERE for live map](#).

## The Contact

Marcus Battle, Associate Superintendent of Business Services  
mbattle@fusdk12.net (510) 438-9254

Mr. Battle was present at every School Board meeting in Fall 2019 during the process of CVRA redistricting transitioning away from At-Large Trustee elections.



*Update: Mr. Battle was recently named CBO for Stockton USD.*

# CASE EXAMPLE #2



Sonoma Valley Unified School District

## Sonoma Valley Unified School District (Fall 2019)

### SONOMA, CALIFORNIA

Davis Demographics assisted SVUSD with a complete transition from At-Large Trustee Elections to By-District Trustee Elections. 5 public hearings (at Board Meetings), much analysis, many draft map options prepared.

## The Process & Maps

[CLICK HERE for online map and news article](#)

[CLICK HERE for online real-time map.](#)

Davis Demographics serving as Demographer.

## The Contact

Bruce Abbott, Assistant Superintendent, Business Services  
[babbott@sonomaschools.org](mailto:babbott@sonomaschools.org) (707) 935-4249

Mr. Abbott was present at every School Board meeting in Fall 2019 during the process of CVRA redistricting transitioning away from At-Large Trustee elections.





# DELIVERABLES

Our fees are based on the time required for the overall project, consistent with a company hourly rate of \$170.00 per hour. Any expenses for travel, meals, online map hosting, etc. are all included in this rate.

## PROJECT DELIVERABLES

### Part 1

*Per Guidelines in California Education Code 5019.5*

#### 1. Following the release of the 2020 Census data:

- a. Input the new data onto the District's current trustee area map;
- b. Review for total population equality amongst the five trustee areas to confirm whether or not the current map meets the population equality requirements within the permissible deviation of ten percent (five percent up or down) among areas.
- c. Review CVAP data to determine whether population shifts and concentrations amongst protected classes warrant potential adjustments to the current map.
- d. Present in open session to the Board\* on the new census data and related impacts on the current trustee area map, including providing detailed demographic information on a District-wide and per trustee area basis, including Total Population and Voting Age Population / Citizen Voting Age Population numbers for all protected classifications within each trustee area.

Investment  
**\$8,000**

\*An open session presentation is recommended, but is not required under CA guidelines. So whether or not to have an open session would be at the discretion of District leadership. We recommend verifying this with legal counsel.

**\*Any meetings outlined shall have virtual participation from the Demographer (via Zoom or similar). Because of the overwhelming demand for Demographers in Fall 2021 due to the release of census data, we are unable to offer onsite meetings for this project.**

**There is a potential Part 2 to this process.  
Please see the following page.**

(continued)



# DELIVERABLES

Item C on the previous page mentions "whether", or it could have read "if".  
**If** adjustments to the current Trustee map are necessary due to the analysis that would occur under Part 1 on preceding page, then Phase 2 becomes necessary.

## PROJECT DELIVERABLES

**1. Items 1a-1d on the previous page...these tasks will be mandated for Contra Costa COE. CA Education Code 5019.5 guidelines mandate the review.**

**The following steps in Item 2 below may (or may not) be necessary.  
We won't know until the tasks outlined in Item 1 are completed.  
Please continue reading below.**

For any meetings, we have set pricing as though all meetings will be virtual meetings (Zoom or similar). Due to the overwhelming demand for Demographers in Fall 2021, we are unable to offer onsite meetings for this project.

**2. If population or demographic shifts necessitate, or if the Board of Education desires, adjustments to the current trustee area map:**

- a. Create 1-3 additional options for potential trustee voting area maps to be considered by the Governing Board that (i) comply with state and federal law and (ii) which take into account relevant community interest factors. In addition to preparing the draft trustee voting area maps, also provide the District with detailed demographic information for each proposed plan, including Voting Age Population and Citizen Voting Age Population numbers for all protected classifications within each proposed trustee area.
- b. Present at one or more additional Governing Board meetings\* regarding the newly proposed trustee area plan maps and make revisions to the draft revised trustee area plans based on comments received, as determined to be necessary, and
- c. Assist with the filing of the revised voting area map with the local Registrar of Voters.

Investment  
**\$12,500**

**\*Any meetings outlined shall have virtual participation (Zoom or similar) from the Demographer. No onsite meetings are available/offered from Davis Demographics for this project.**

## **PROFESSIONAL DEMOGRAPHICS CONSULTING SERVICES AGREEMENT**

### **San Mateo County Community College District**

3401 CSM Drive  
San Mateo, CA 94402  
TEL: (650)574-6550

and

### **Davis Demographics & Planning, Inc.**

11850 Pierce Street #200, Riverside, CA 92505  
TEL: (951)270-5211 FAX: (951)270-5212

This Agreement is made by and between Davis Demographics & Planning, Inc., a California Corporation, (hereinafter referred to as "DDP") and the San Mateo County Community College District (hereinafter referred to as "DISTRICT") with reference to the following:

The DISTRICT has requested professional services in demographic/census data analysis and potential trustee area redistricting related to the CA state mandated review following each official decennial census.

Therefore, it is agreed between the parties hereto, as follows:

### **SECTION ONE - SERVICES OF DDP**

DDP shall perform consulting services and/or provide licenses to software products as outlined in Appendix A of this Agreement. Any additional work not specifically listed under Appendix A and requested by the DISTRICT will be performed at an agreed upon fee through an additional project authorization and shall be governed by the terms of this Agreement.

This Agreement will not take effect and DDP will have no obligation to provide services, until the DISTRICT returns a signed copy of this Agreement and furnishes payment of the initial Retainer Fee set forth in Section Six below.

### **SECTION TWO - PERIOD OF PERFORMANCE**

Performance of consulting services outlined in Appendix A shall be on a one-time basis commencing upon the later date this Agreement is signed by both parties and extending through June 30, 2022. It is anticipated that the project work would begin in October or November following the recent release of the 2020 U.S. Census data.

### **SECTION THREE - OBLIGATIONS OF THE DISTRICT**

- A) DISTRICT agrees that its employees will cooperate with DDP in the performance of services under this Agreement and will be available for consultation with DDP at reasonable times.
- B) DISTRICT shall provide, at no cost to DDP, DISTRICT data which are requested DDP and required for providing the services of this Agreement.
- C) DISTRICT shall aid DDP in obtaining data from other public offices or agencies, local business firms, and private citizens whenever such data is necessary for the completion of the work outlined in this Agreement.

#### **SECTION FOUR - LIMITATIONS**

- A) DDP understands that time is of the essence in completing the work outlined in this Agreement. However, DISTRICT understands that DDP may be dependent upon the timely delivery of data from the DISTRICT as well as third parties and that all tasks may not be completed in the allotted time as may be specified in this Agreement, but will make all reasonable efforts to complete all tasks.
- B) DISTRICT understands that the work performed by DDP is based upon the best information available to DDP at the time of rendering services. DISTRICT also understands that DDP makes no guarantees for these services and DISTRICT hereby agrees.
- C) DISTRICT understands that the mapping databases and associated information licensed from third parties in the performance of this Agreement are detailed and complex products. DDP will make all reasonable efforts to bring these databases and products into compliance for accuracy standards within the industry, however DDP makes no warranties for these third-party data products and DISTRICT hereby agrees.

#### **SECTION FIVE - GENERAL PROVISIONS**

This Agreement is a contract for services including the licensing of any optional software. Software licensed as part of this Agreement is/are subject to the software license terms outlined in the Appendices of this Agreement.

All report formats and software application programs remain the property of DDP. The DISTRICT may make as many duplicates of any hardcopy maps and reports as may be deemed necessary for its business use. Unless clearly stated in this Agreement, due to various data licensing and copyright agreements, the DISTRICT does not receive automatic access or use of any internal data or GIS map data, other than the DISTRICT's own student record data provided to DDP. If data is made available and transferred to the DISTRICT, it is expressly understood that such data developed by DDP, and/or licensed from, an outside data provider is for DISTRICT internal use only, and may not be reproduced, distributed or released by the DISTRICT to any third parties without the written consent of DDP and the data provider.

DDP is acting as, and shall be considered, an independent contractor, and will be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and DDP or any of DDP's agents or employees. DDP assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. DDP, its agents and employees, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

#### **SECTION SIX - COMPENSATION**

Twenty-five percent (25%) of the consulting contract amount is due as a Retainer Fee upon execution of this Agreement and will be invoiced by DDP and is payable before substantial work will commence. This fee is non-refundable indicating a commitment by DDP staff to be available to complete any work outlined or requested as part of the Agreement. Initial hours and expenses incurred will be applied to this Retainer Fee amount. Once the Retainer Fee has been reached, compensation to DDP shall be made at an hourly rate of \$170.00 with a maximum fee for tasks to be completed as outlined in Appendix A.

DDP shall invoice DISTRICT on a monthly basis at which time such invoices shall be due and payable. DDP reserves the right to charge interest at the rate of 10 percent per annum, on the unpaid balance, compounded annually (to the extent permitted by the law) on any sums not paid within 90 days of the initial billing date.

Professional services tasks outlined in Appendix A and their associated fees are for estimate purposes only within the total scope of the Agreement—task fees are not individual maximum fees—DDP retains the right to shift fees between the tasks in order to complete the overall scope of work outlined in the Agreement.

If this Agreement is for multiple years, each additional year will be handled in the same manner as the first year, with the Retainer Fee of 25% of each year's contract amount invoiced and due on July 1st.

Any additional services not specifically outlined in this Agreement shall be invoiced at the hourly fee noted above. Any meetings not specifically outlined in this Agreement shall be invoiced at the hourly fee (inclusive of travel time to and from any meeting) plus any airfare and \$275 per diem travel expenses (for overnight trips or any trips requiring air travel).

## **SECTION SEVEN - TERMINATION**

It is understood and agreed that the DISTRICT may terminate this Agreement for the DISTRICT's convenience and without cause by giving DDP written notice at least thirty (30) days before the effective date of such termination. Upon termination, DDP shall:

- 1) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- 2) Transfer to the DISTRICT (to the extent allowed under Section Five of this Agreement) and deliver, in the manner, at the times and to the extent directed by the DISTRICT, the work in process on the effective date of the Notice of Termination.
- 3) Require Payment

The amount due DDP upon receipt of termination notice shall be payment for all work completed including:

- a) The Retainer Fee (representing commitment of resources/personnel and lost opportunity for profit);
- b) payment at the hourly rate specified in this Agreement for all time spent over the Retainer Fee towards the performance of this Agreement up until the receipt of notice of termination;
- c) payment for all expenses incurred by DDP in the performance of this Agreement, including, but not limited to, mapping and other purchased or licensed data;
- d) in the case of a multiple year Agreement, additional Retainer Fees of 25% of the annual consulting contract amount for each year of the Agreement not completed shall be due, as an early termination convenience to compensate for commitment of staff, multiple year discount offered, and lost profit opportunity.

## **SECTION EIGHT – NONHIRE OF DDP PERSONNEL**

It is hereby mutually agreed that the DISTRICT will not solicit for hire any current or former employee(s) of DDP's staff without the written permission of the President of Davis Demographics for a period of two years after completion of the services outlined in this Agreement, or any ongoing Agreements for services for additional work, whichever is later. In the event the foregoing provision is breached, liquidated damages equal to twenty-four (24) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the DISTRICT to DDP.

## **SECTION NINE - CONFIDENTIALITY**

All communication and information obtained by DDP from the DISTRICT relating to this Agreement and all information developed by DDP under this Agreement are confidential. Should there be a need for DDP to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA), DDP will take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations. In addition, DDP acknowledges and agrees that, in the course of its Agreement with the DISTRICT, DDP will receive or have access to personal information. Personal information means information provided to DDP or to which access was provided to DDP by or at the direction of the DISTRICT in the course of DDP's performance under this Agreement that (a) identifies or can be used to identify an individual, including without limitation, names, addresses, or other unique identifiers or (b) can be used to authenticate an individual, including, without limitation identification numbers or other sensitive information. DDP shall comply with this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of personal information under its control or in its possession and shall remain liable to the DISTRICT and to any other person whose personal information is under its control or in its possession. In recognition of the foregoing, DDP agrees and covenants that it shall: (a) keep and maintain all personal information in strict confidence using such degree of care as is appropriate to avoid unauthorized access use or disclosure, including but limited to security or data breach, malware intrusion or any other unauthorized access to such personal information; (b) shall not use, sell, rent, transfer or otherwise disclose or make available personal information for the benefit of anyone other than the DISTRICT; (c) at a minimum, DDP shall have in place safeguards for the protection of personal information which shall include limiting access to the DISTRICT information, securing business facilities, data centers, servers, back-up systems and computing equipment with information storage capability, as well as implementing network, database and platform security on computing equipment that are either owned by, used by or in the care or control of DDP.

## **SECTION TEN - INDEMNIFICATION**

Indemnification for Professional Liability Claims:

For liability arising out of professional services, DDP shall indemnify the DISTRICT, its officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent acts, errors or omissions of DDP, or any of its employees or subconsultant's (if applicable) negligent acts or omissions under this Agreement.

Indemnification for All Other Claims:

DDP shall hold harmless, defend and indemnify, for damages arising out of bodily injury, death and property damage, the DISTRICT, and the DISTRICT's officers and employees against all claims, demands, actions and suits (including reasonable post tender attorney's fees and costs) brought against any of them arising from DDP's work and or any of its subconsultant's work under this Agreement other than professional services.

As used herein, DDP's obligation to defend any indemnified party shall mean the obligation to reimburse the party pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the DISTRICT in the defense of those claims specifically founded upon DDP's, its employees, or its consultants' negligence, but only after a final determination of liability.

**SECTION ELEVEN - DISPUTE**

In the event of dispute, the parties agree to first attempt all reasonable efforts to resolve any disputes through good faith negotiation and/or mediation. If a reasonable settlement cannot be made, dispute determination shall be made in a court of competent jurisdiction in the United States county location where the project is located.

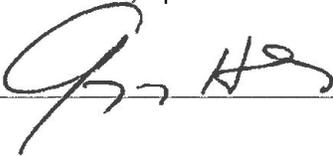
**SECTION TWELVE – ENTIRE AGREEMENT**

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either oral or written prior to the execution of this Agreement.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO EXECUTE THIS AGREEMENT BY THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTAIVES BELOW.**

Davis Demographics & Planning, Inc.

  
\_\_\_\_\_

Gregory H. Davis

President

October 14, 2021

Fed Employer #: 33-0759263

San Mateo County Community College District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_

Date \_\_\_\_\_

Billing Contact:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

## Appendix A

### Consulting Services: Trustee Area Boundary Review - CVRA

#### MANDATORY FIRST PHASE

##### Following the release of the 2020 Census data:

- 1) Input the new data onto the District's current trustee election areas map;  
(5 Trustees and 5 Trustee Areas)
- 2) Review for total population equality amongst the five trustee areas to confirm whether the map meets the population equality requirements within the permissible deviation.
- 3) Review CVAP data to determine whether population shifts and concentrations amongst protected classes warrant potential adjustments to the current map.
- 4) Present in open session\* to the Board on the new census data and related impacts on the current trustee area map, including providing detailed demographic information on a District-wide and per trustee area basis, including Total Population and Voting Age Population / Citizen Voting Age Population numbers for all protected classifications within each trustee area. *\*An open-session presentation is recommended, but is not required under CVRA guidelines, so whether or not to do this will be at the discretion of District leadership. We recommend verifying this with legal counsel.*

Timeline: roughly October 2021 to February 2022. Needs to be completed by 03/01/22 CVRA milestone.

#### POTENTIAL SECOND PHASE

##### If population or demographic shifts necessitate, or if the Board desires, adjustments to the current trustee area map:

- 5) Create 1-3 additional options for potential trustee voting area maps to be considered by the public and the Governing Board that (i) comply with state and federal law and (ii) which take into account relevant community interest factors. In addition to preparing the draft trustee voting area maps, also provide the District with detailed demographic information for each proposed plan, including Voting Age Population and Citizen Voting Age Population numbers for all protected classifications within each proposed trustee area.
- 6) Present at up to three additional public hearings regarding the newly proposed trustee area plan maps and make revisions to the draft revised trustee area plans based on comments received, as determined to be necessary, and
- 7) Assist with the filing of the revised voting area map with the local Registrar of Voters.

---

First Phase FEES (1-4): \$8,000.00

Second Phase FEES (5-7): \$12,500.00



**Initial here for all Tasks 1-7\* outlined above (\$20,500). Please SIGN Page 5.**

*\*It cannot be known at the outset of the project whether or not the second phase (items 5-7) will be necessary. Upon completion of the first phase, if the current Trustee Boundaries are determined to still meet current CVRA guidelines, then the second phase would be unnecessary and therefore no fees for the Second Phase would be required.*



Any meetings outlined shall have only **virtual participation** (Zoom or similar) from the Demographer.  
**No onsite meetings by Demographer are offered.**

**BOARD REPORT NO. 21-10-03C**

TO: Members of the Board of Trustees  
FROM: Michael Claire, Chancellor  
PREPARED BY: Dr. Richard Storti, Executive Vice Chancellor for Administrative Services  
Mitchell Bailey, Vice Chancellor/Chief of Staff

**REVIEW OF DISTRICT APPLICATION FRAMEWORK FOR STATE STUDENT HOUSING FUNDS**

At the Board of Trustees’ meeting on October 13, 2021, staff presented various scenarios and funding options for the Board’s consideration relating to the development of student housing in the District. The Board directed staff to pursue newly-available state funding to construct student housing. Since that meeting, staff have worked to create an application submission that is due to the California Department of Finance by October 31, 2021.

Due to the short turn-around time for the application submittal, the District’s application is not yet finalized, but staff offers the following framework for the Board’s information and feedback:

|                           |  |
|---------------------------|--|
| Request Amount:           | \$98.5 million   |
| Proposed District Match:  | \$10 million   |
| Total Proposed Budget:    | \$108.5 million  |
| Purpose:                  | Construct a four-story, wood-framed student housing complex  |
| Site Location:            | College of San Mateo (exact location to be determined)   |
| Project Size:             | 144,000 square feet  |
| Total Students Served:    | Approx. 500  |
| Program Mix:              | Traditional (dormitory) for single students – 224 students/beds<br>Apartment style for single students – 224 students in 112 units<br>Apartment style for students with families – 45 students/units   |
| Populations to be Served: | Per the state funding restrictions, units funded with the state grant must serve students who are enrolled full-time (at least 12 credit units) and low-income must receive first priority for units. With the District’s matching funds, other students, including part-time students, could be served. |

Staff will be working over the coming days, weeks and months to further develop and refine develop and refine the District’s plans; this will include regular Board engagement and stakeholder feedback processes.

**BOARD REPORT NO. 21-10-04C**

TO: Members of the Board of Trustees

FROM: Michael Claire, Chancellor

**UPDATE ON SPRING SEMESTER 2022 RETURN TO WORK AND OPERATIONS**

**Introduction**

The COVID-19 coronavirus has triggered worldwide disruption at a scale not seen since the 1918 pandemic and the San Mateo County Community College District has not escaped the disruption caused by the pandemic. Fortunately, San Mateo County and the surrounding Bay Area counties have mounted a full and coordinated response to combat COVID-19. Also, COVID-19 vaccinations have proven highly effective at preventing serious illness, hospitalizations and death. San Mateo County, and the Bay Area generally, is experiencing low hospitalization rates, low transmission rates, and low per-capita case rates. Moreover, San Mateo County K-12 schools returned to full instruction this fall and reported that on-campus transmissions have been minimal.

These indicators bode well for our District for the remainder of the academic year. It was always the stated intent of the administration to recommend a full return to in-person operations by Spring 2022. This means that our campuses and other District facilities will be fully open and that courses and direct services to students will be scheduled according to student preferences and needs.

The intent of this report is to brief the Board on the planned return to onsite operations and to highlight certain aspects of the District's written *COVID-19 Prevention Plan*. The District's COVID-19 Plan is widely available through the District's Return to Campus website. This plan is continuously updated in response to changing conditions and health orders. A copy of the plan can be found at: [COVID-19 Prevention Plan](#).

**A Proven Record of Successful Prevention**

The District employs strict contact tracing protocols in cooperation with the San Mateo County Health Department. The District maintains a full report of all known COVID exposures, and the report is available to all and can be found at: [SMCCCD COVID Exposure Report](#).

It should be noted that since the start of the pandemic there has not been an on-site outbreak of COVID-19 at any campus or District facility, nor has there been a single reported known on-site transmission of COVID-19. This is a testament to the students and employees of our District, our emergency operations and facilities teams, and the safety measures taken to protect our students, employees, and the public.

**History and Timeline**

The District suspended normal, on-campus operations on March 12, 2020, five days before San Mateo County issued a shelter-in-place order.

The following provides a brief chronological summary of the actions taken in response to the pandemic since March 2020:

2020/21 Academic Year:

- District activates its full EOC on March 12, 2020.
- Suspension of on-site activities for the duration of the Spring 2020 semester; campus access limited to authorized personnel only.
- Declaration of Summer 2020 and Fall 2020 courses and support services to be offered primarily online. Resumption of onsite delivery of hard-to-convert courses in Summer 2020; vehicular campus access limited to essential personnel and students enrolled in hard-to-convert courses.
- Campus access open to pedestrians and essential community and student services (i.e. Food Bank Distribution, supply and textbook distribution)
- Declaration Spring 2021 primarily online made in early Fall 2020; hard-to-convert courses continue onsite.

2021/22 Academic Year:

- Staff’s makes a recommendation to offer courses and services primarily online for Fall 2021 and schedules accordingly (note the fall semester schedule process generally begins in early February).
- Given the success of the vaccination distribution and falling case rates in San Mateo County in late spring 2021, the Board directs staff to increase Fall 2021 course offerings and provide additional on-site services for Fall 2022-with a goal of offering at least 30% of courses onsite.
- Vehicular campus access restrictions lifted on June 15 in accordance with the Governor’s declaration. Campus are open to the general public and the District’s EOC is deactivated.
- Board approves mandatory vaccine requirement for students and employees. Mandate becomes effective at the later of the start date of Fall 2021 semester or FDA approval of a vaccine.
- The Colleges offer additional onsite sections in accordance with Board direction. Ability to find staff willing to teach on-campus courses and student demand for onsite offerings is muted due to the rise the Delta variant over the summer and early fall

Preliminary data for Fall 2021 as of October 22:

**Table 1: Onsite/Hybrid Offerings**

|                      | <b>Fall 2021</b> | <b>Planned Spring 2022</b> |
|----------------------|------------------|----------------------------|
| Cañada College       | 10%              | 55%                        |
| College of San Mateo | 23%              | 65%                        |
| Skyline College      | 24%              | 65%                        |

- Substantially all administrators and classified personnel return to campus (hybrid-remote workweek piloted) in early August.

- Selected onsite student services are offered with a planned ramp-up as the semester progresses.
- FDA approves Pfizer vaccine after the start of the fall semester;
- District continues with mandatory mask mandate because: 1) the San Mateo County health order for indoor face coverings is still in effect and 2) non-vaccinated enrolled students cannot be dropped from their courses after semester start and face coverings are required for all non-vaccinated individuals.
- District implements accommodation processes for the vaccine exemption.
- District implements accommodation processes for onsite work requirements.

### **Fall 2021: An On-Ramp for a Full Return in Spring 2022**

The District employs over 2,000 individuals and serves more than 16,000 students at any one time. Thus, the recovery process to onsite operations is complex and requires careful planning. The District has used the Fall 2021 semester as means to prepare for a full return to onsite operations for Spring 2022. The following is a high-level summary of key actions:

Work completed or in progress:

- Returned all administrators and classified personnel during the month of August 2021.
- Offered additional onsite sections of high-demand courses; approximately 5,000 students are currently enrolled in onsite courses across the District.
- Piloted the use of a flexible remote worksite schedule to allow employees the time to adjust to a return to site work requirement and to keep occupancy loads to reasonable levels during the height of the Delta variant surge.
- Opened access to the campus to all employees, including faculty who are currently teaching 100% online.
- Opened access to the campus to all students and members of the public.
- Issued multiple surveys to students to assist in scheduling onsite and online courses for the Spring 2022 semester. Spring schedules have been built to reflect student preferences at each individual campus; onsite student support services will return to their pre-pandemic hours for Spring 2022.
- Held numerous briefings and townhalls at all three campuses to provide information to employees. Recordings of townhall meetings and briefings can be found on each campus and the District website.
- Held specialized briefings with individual departments to answer specific concerns (i.e. site safety/ventilation/ etc.)
- All three college presidents hold weekly open office hours and relay employee and student concerns to Chancellor's Cabinet.
- Provided information through all-employee emails and built a return-to-campus website for students and employees: [Return to Campus Resources](#)
- Provided numerous pop-up vaccination events at each of the campuses.

- Reconstituted the Health and Safety Committees at each campus.
- Completed mapping for all HVAC systems; upgraded filters where possible, verified the operational status of all HVAC systems, and assessed spaces where employees have expressed concerns.
- Installed plexiglass barriers in high-traffic areas.
- Maintained sanitation protocols including extra cleaning in high traffic areas.
- Developed HR processes for vaccination exemptions and other accommodations.
- Provided N95 masks and fit test training to any employee who requested a mask; provided other PPE when requested.
- Provided safety training through various townhall meetings, emails, web resources, and the Keenan Safe Colleges training platform.
- Gathered information on the vaccination status for all employees; the District is working with employees who refuse the vaccination or decline to state their vaccination status. As of October 22, approximately 94% of employees who have responded indicate that they are vaccinated.

Activities to be completed during the remainder of the Fall 2021 semester:

- Fully build capacity to enforce the student vaccination mandate by developing a software platform and also increasing campus-based staffing to ensure that all students returning to campuses for classes or scheduled in-person services in Spring 2022 are either fully vaccinated or qualify for a vaccination exemption.
- Implement the student proof of vaccine requirement by November 1 (prior to registration for Spring 2022 classes).
- Establish free and unlimited COVID testing at all three campus sites for employees and students (to commence mid-November)
- Work collaboratively with the Academic Senate to assist faculty in their return to in-person teaching.
- Work collaboratively with all constituent groups to encourage vaccinations for employees and students, and to help with messaging to students regarding Spring 2022.
- Provide students and employees with a return to campus “check list”

### **Spring 2022: The District COVID Safety Plan**

The District COVID-19 Safety Plan was developed to ensure the safety of students, employees, and the general public. The plan is based on proven best practices and complies with Cal/OSHA standards. Finally, the District will continue to follow State of California and County of San Mateo health directives at all times. A copy of the COVID-19 Safety Plan is included with this report. The plan is organized around the following Standard Operating Procedures (SOPs):

- Communications
- COVID-19 Vaccinations
- Identification and Evaluation of COVID-19 Hazards

- Investigating and Responding to COVID-19 Cases in the Workplace
- COVID-19 Workplace Safety Assessment
- Training and Instruction
- Face Coverings and Personal Protective Equipment
- Sanitization and Hygiene
- Reporting, Recordkeeping, and Access
- Return to Work
- Multiple COVID-19 Infections and COVID-19 Outbreaks
- Major COVID-19 Outbreaks
- Prevention in SMCCCD- Provided Housing
- COVID-19 Prevention in Employer-Provided Transportation.

This remainder of this report highlights selected standard operating procedures and their plan implementation for Spring 2022.

### **COVID-19 Vaccination Mandate**

A COVID-19 vaccination provides the very best protection against serious illness, hospitalization and death. For Spring 2022 no student will be allowed to register for onsite classes or schedule onsite services without uploading a proof of vaccination or securing an approved exemption. Students (and employees) who are exempt from vaccination will be required to wear a face covering indoors and will also submit weekly COVID test results. A full description of the process can be found at: [COVID 19 Vaccination Implementation](#) (the student vaccination process starts at the 21:00 mark in the video). Finally, the district and the colleges will develop messaging to support all who choose to wear a face covering.

### **Face Coverings and Personal Protective Equipment**

The District will require face coverings for all students, employees, and visitors for the remainder of the Fall semester. For Spring 2022 the District intends to follow San Mateo County health orders regarding face coverings. The District will continue to issue N95 masks and face guards to all employees upon request and at no charge.

### **Identification and Evaluation of COVID Hazards/COVID Workplace Safety Assessment**

District Facilities will continue to work proactively with stakeholders to identify and evaluate potential COVID hazards with particular attention on building ventilation systems. As noted above, HVAC systems are monitored continuously and all are currently operating as designed. District Facilities has also established an aggressive schedule for HVAC filter replacement. A general briefing on District HVAC systems can be found at: [HVAC Briefing](#).

Finally, District Facilities has established a process for individuals to report concerns about building safety: [Workplace Safety Assessment](#)

**Sanitation and Hygiene**

District Facilities will continue to disinfect high-traffic areas. Also, the District has provided personal sanitation stations in high-traffic areas. Areas where there is a known COVID exposure will be disinfected.

**Reporting, Record Keeping and Access**

The District will continue employ contact tracing protocols will report information about COVID cases to the San Mateo County Health Department. The District will continue to maintain related records in a manner that ensures HIPPA compliance. Finally, the District will continue to report all COVID known COVID exposures and will provide frequent updates its publicly accessible website.

All other elements of the COVID-19 Prevention Plan will continue to be implemented for Spring 2022.

**Conclusion**

The District intends to return to full onsite operations by Spring 2022. Courses have been scheduled in response to student needs and onsite student support services will return to pre-pandemic onsite operating levels. Based on student survey feedback Skyline College and College of San Mateo intend to offer approximately two-thirds of their courses onsite or in hybrid mode, while Cañada College intends to offer 55% of their courses onsite or in hybrid mode for Spring 2022.

The District has used the Fall 2021 semester as an “on-ramp” in preparation for Spring 2022. Substantially all administrators and classified personnel have returned to onsite work and many faculty have returned in response to increased onsite course offerings.

The District has established a comprehensive *COVID-19 Prevention Plan* and has successfully implemented the plan. To date there have been no reported outbreaks of COVID-19 transmission on college or district sites, nor has there been a single reported case of an individual COVID-19 transmission. The District has prepared thoroughly for a successful transition to full operations for Spring 2022.

**BOARD REPORT NO. 21-10-05C**

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

**REVIEW OF PROPOSED AMENDMENTS TO BOARD POLICY NO. 2.90 RELATING TO  
EMPLOYEE AND STUDENT VACCINATION REQUIREMENTS**

At its July 28, 2021 meeting, the Board of Trustees approved Board Policy No. 2.90 requiring vaccination against COVID-19 for employees and students. The policy went into effect when the U.S. Food and Drug Administration provided full approval of one of the available vaccines.

The District has phased implementation and enforcement of the policy, with employee requirements effective during the fall 2021 semester and student requirements effective beginning late fall 2020 and into spring 2022 semesters. Over the course of the last several months, the District has better developed its understanding of the implementation requirements and finds that revisions to the policy are needed. As such, staff provides the attached draft of revisions for Board feedback.

The draft suggested revisions to the policy are not agendized for approval and are presented for discussion purposes only.

**DRAFT REVISIONS – FOR DISCUSSION PURPOSES ONLY**

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

**Subject:** COVID-19 Vaccination Requirement

**Revision Date:** New - 07/2021

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The San Mateo County Community College District (District) is committed to protecting the health and well-being of students, faculty, staff, administrators, and the communities we serve, as well as maintaining higher education access and attainment for our students. As we work toward the safe resumption of increased on-campus learning, working and other activities, we embrace a comprehensive strategy designed to reduce the likelihood of transmission of the COVID-19 virus.

In light of the evidence established to date regarding the safety and effectiveness of available COVID-19 vaccines, the District hereby requires that:

- (1) all full-time District employees ~~who access campuses, the District office, District facilities, and/or participate in off-site work in-person for the District,~~ must be fully vaccinated against COVID-19, unless approved as exempt due to verified medical or religious reasons (as defined in federal or state policy);
- (2) any less than full-time employees who access campuses, the District office, District facilities, and/or participate in off-site work in-person for the District, must be fully vaccinated against COVID- 19, unless approved as exempt due to verified medical or religious reasons (as defined in federal or state policy);
- ~~(2)~~(3) all students attending classes, programs, utilizing services or participating in any activity on any campus be must be fully vaccinated against COVID-19, unless approved as exempt due to verified medical ~~or religious~~ reasons ~~(as defined in federal or state policy).~~

Employees and students who qualify as exempt, ~~or who decline to state their vaccination status~~ may be subject to other safety measures as prescribed by the District in accordance with Cal/OSHA regulations.

This vaccine requirement is effective the later of (1) the first day of the fall semester (August 18, 2021); or (2) when a COVID-19 vaccine receives full U.S. Food & Drug Administration (FDA) approval and is readily available.

Visitors to campuses, the District office or other District facilities (e.g. those individuals not considered students or employees of the District) must comply with ~~Cal/OSHA~~ safety guidelines and other policies in place by the District and outlined in an administrative procedure associated with this policy.

The Chancellor shall establish administrative procedures to implement this policy.

**BOARD REPORT NO. 20-10-06C**

TO: Members of the Board of Trustees  
FROM: Michael Claire, Chancellor  
PREPARED BY: Dr. Aaron McVean, Vice Chancellor of Educational Services and Planning

**REVIEW OF PROPOSED NEW BOARD POLICY RELATING TO NON-RESIDENT TUITION  
WAIVER ELIGIBILITY**

The District has adopted a Strategic Plan 2021-2026 that is explicit in its focus on social justice, equity, and completion. Based on the work of the Undocumented Student Coalition and District Anti-Racism Council there has been a high-level of discussion about enacting policy changes that support this strategic focus. As part of that work, a new Board policy has been drafted that would create eligibility criteria to allow for a waiver of non-resident tuition for undocumented students who do not otherwise qualify for current waivers under AB 540. This policy has been presented for a first reading at District Participatory Governance Council (DPGC), and is being discussed across all constituent groups. As part of the development of this Policy, the potential fiscal impact has been examined and that analysis supports establishing criteria that will narrow the impact of the policy to benefitting specifically the undocumented student population served by the District. That analysis is also included in this Board packet for review and discussion.

**NON-RESIDENT TUITION WAIVER FOR UNDOCUMENTED STUDENTS**

**BACKGROUND**

The Board of Governors of the California Community College (CCC) system provides the ability to waive non-resident tuition through regulation (California Education Code, Title 3, Division 7, Part 47, Chapter 1, Article 9, Sections 76140-76143):

76140. A community college district may admit and shall charge a tuition fee to nonresident students. The district may exempt from all or parts of the fee any person described in paragraph (1), (2), or (3):

- (1) *All nonresidents who enroll for six or fewer units. Exemptions made pursuant to this paragraph shall not be made on an individual basis.*

**POTENTIAL PROGRAM IMPACT**

The primary program areas that include students who would potentially benefit from this policy change include:

- ACCEL Adult School Transition Program – Adult Education Block Grant AB 86
- Strong Workforce Initiative – Degree and Certificate programs
- ESL/ESOL Access and Progression
- SB 68 – Can use Community College for AB540 Eligibility

**STUDENT IMPACT**

The table below shows the numbers of students who would have been impacted by this policy implementation across the Colleges of the SMCCCD in 2017-18, 2018-19, 2019-20, and 2020-21. Students are included if they met the following criteria:

1. Enrolled in six (6) or fewer units.
2. Paid non-resident tuition.
3. Had a California address.
4. Were *not* international students.

|                | Summer 2017 | Fall 2017 | Spring 2018 | Summer 2018 | Fall 2018 | Spring 2019 | Summer 2019 | Fall 2019 | Spring 2020 | Summer 2020 | Fall 2020 | Spring 2021 |
|----------------|-------------|-----------|-------------|-------------|-----------|-------------|-------------|-----------|-------------|-------------|-----------|-------------|
| <b>SMCCCD</b>  | 142         | 144       | 132         | 97          | 107       | 142         | 105         | 114       | 146         | 153         | 104       | 112         |
| <b>CSM</b>     | 62          | 68        | 65          | 43          | 46        | 67          | 50          | 47        | 55          | 63          | 40        | 45          |
| <b>Skyline</b> | 56          | 40        | 48          | 38          | 43        | 40          | 33          | 43        | 50          | 69          | 46        | 51          |
| <b>Cañada</b>  | 29          | 37        | 25          | 26          | 23        | 40          | 31          | 28        | 44          | 42          | 24        | 22          |

Table 1 – \*NOTE: Unduplicated headcount for the District each term. College counts include students who may have be enrolled at more than one campus.

**POTENTIAL FISCAL IMPACT**

The table below shows the breakdown of non-resident Tuition Revenue for students enrolled in six or fewer units in any of the terms from summer 2017 to spring 2021. Based on 2021-22 rates, nonresident students pay \$307/unit tuition, plus a \$2/unit Capital Outlay fee and the \$46/unit enrollment fee. Nonresident students enrolled in six or fewer units would continue to pay the \$46/unit enrollment fee.

| Site    | Headcount* | Total Units<br>2017-18<br>to 2020-<br>21 | Non-Resident<br>Tuition | Capital<br>Outlay<br>Fee | Sub-Totals<br>Revenue<br>Loss | Enrollment<br>Fee<br>Revenue | Total<br>Revenue<br>Loss |
|---------|------------|--|-------------------------|--------------------------|-------------------------------|------------------------------|--------------------------|
| Cañada  | 371        | 1,544.5                                  | \$474,162               | \$3,089                  | (\$477,251)                   | \$17,066                     | (\$460,185)              |
| CSM     | 651        | 2,674.0                                  | \$820,918               | \$5,348                  | (\$826,266)                   | \$29,946                     | (\$796,320)              |
| Skyline | 557        | 2,567.5                                  | \$788,223               | \$5,135                  | (\$793,358)                   | \$25,622                     | (\$767,736)              |
| SMCCCD  | -          | 6,786.0                                  | \$2,083,303             | \$13,572                 | (\$2,096,874)                 | \$72,634                     | (\$2,024,241)            |

Table 2 – \*NOTE: Calculations based on 2021-22 fees of \$309/unit. From 2017-18 to 2020-21 academic years, non-resident tuition fees were \$228, \$233, \$265, and \$288/unit, respectively. For those academic years, capital outlay was \$8 per student.

Based on a review of students who meet the criteria specified above over the past three academic years and their demographics, courses taken, and other secondary indicators, it is believed that the majority have not been from the undocumented student population. Therefore, there will potentially be a loss of future revenue from the adoption of this policy, but the exact amount is undetermined.

#### PROPOSED POLICY

Based on the analysis presented above the proposed Board policy would explicitly narrow the impact and benefit of the tuition waiver as follows:

1. Nonresident students enrolling for 6 or fewer units will have their non-resident tuition fee waived if they meet the following criteria:
  1. Have a permanent address in California AND
    - a. California residency shall be established following standards set forth in CA Ed Code Sections 68000-70902 Uniform Student Residency Requirements.
  2. Students working toward eligibility for AB540 status as defined by [CA ED Code 68130.5](#).

#### SUMMARY

The adoption of the proposed Board policy is aligned with the values of the SMCCCD and the focus of the District Strategic Plan. A non-resident tuition waiver that meets the proposed criteria will result in a potential loss of future revenue, but will also remove a substantial barrier to accessing higher education for the undocumented communities served by the District.

**BOARD POLICY**

**San Mateo County Community College District**

**Subject:** BP XX.XX Non-Resident Tuition Waiver Eligibility  
**Revision Date:** XXXX  
**Policy References:** CA Education Code Section(s) 68000, 68130.5, 76140, 76140.5

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As set out in California Education Code [CA Ed Code 76140](#): “(a) A community college district may admit, and shall charge a tuition fee to, nonresident students, except that a community college district may exempt from all or parts of the fee any person described in paragraph (1), (2), (3), or (6), and shall exempt from all of the fee any person described in paragraph (4) or (5):

(1) All nonresidents who enroll for six or fewer units. Exemptions made pursuant to this paragraph shall not be made on an individual basis.”

Per the permissive exemptions allowed by Education Code Sections 76140 and 76140.5, the Board of Trustees of the San Mateo County Community College District establishes the following criteria for the waiver of non-resident tuition:

1. Nonresident students enrolling for 6 or fewer units will have their non-resident tuition fee waived if they meet the following criteria:

1. Have a permanent address in ~~San Mateo County California~~ AND

~~a. Permanence in the county California residency shall be established following standards set forth in CA Ed Code Sections 68000-70902 Uniform Student Residency Requirements. applied to residency in San Mateo County specifically.~~

2. Students working toward eligibility for AB540 status as defined by [CA ED Code 68130.5](#):

“(a) A student, other than a nonimmigrant alien within the meaning of paragraph (15) of subsection (a) of Section 1101 of Title 8 of the United States Code, shall be exempt from paying nonresident tuition at the California State University and the California Community Colleges if the student meets all of the following requirements:

(1) Satisfaction of the requirements of either subparagraph (A) or subparagraph (B):

(A) A total attendance of, or attainment of credits earned while in California equivalent to, three or more years of full-time attendance or attainment of credits at any of the following:

- (i) California high schools.
- (ii) California high schools established by the State Board of Education.
- (iii) California adult schools established by any of the following entities:
  - (I) A county office of education.
  - (II) A unified school district or high school district.

(III) The Department of Corrections and Rehabilitation.  
(iv) Campuses of the California Community Colleges.  
(v) A combination of those schools set forth in clauses (i) to (iv), inclusive.”

2. All students who qualify for the non-resident tuition fee waiver will also qualify for the waiver of the Capital Outlay Fee.

DRAFT

**BOARD REPORT NO. 20-10-07C**

TO: Members of the Board of Trustees  
FROM: Michael Claire, Chancellor  
PREPARED BY: Dr. Aaron McVean, Vice Chancellor of Educational Services and Planning

**PROPOSED BP 2.27 – POLICY ON SMOKING AND TOBACCO USE**

The District Participatory Governance Council (DPGC) has recommended a revision to Board Policy No. 2.27 – Policy on Smoking. The DPGC recommends expanding the scope of the policy to include all tobacco products and any other substance that is smoked or vaped, and to eliminate any designated smoking areas from District property. A brief report from faculty and students from Skyline College involved in the “Only the Fog” project is included in this Board packet and a brief presentation will be given.

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

**Subject:** BP 2.27 Policy on Smoking and Tobacco Use

**Revision Date:** 7/10; 5/14; XX

**Policy References:** Government Code Sections 7596, 7597, 7598; Labor Code Section 6404.5; Title 8 Section 5148

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It is the policy of San Mateo County Community College District to provide a safe and healthy learning and working environment for both students, and employees, and visitors. It is recognized that smoke from cigarettes pipes and/or cigars is hazardous to health. There is also evidence that vapor from e-cigarettes may be harmful. Therefore, it is the intent of the District to provide a smoke free environment to the greatest extent possible. In light of evidence that the use of tobacco and nicotine as well as exposure to secondhand smoke and aerosol (commonly referred to as “vapor”) from electronic smoking devices pose significant health and environmental hazards, the District has established a smoke, vapor, and tobacco-free environment. To achieve this goal, the District will limit smoking on District property to outdoor areas only, at a minimum of twenty (20) feet away from any doorway, entrance to an indoor facility, or fresh air intake vent.

Smoking of any kind, including use of electronic devices, and all uses of tobacco are prohibited on all property and in all indoor and outdoor spaces owned, leased, licensed, or otherwise controlled by the District, and in all District-owned vehicles. Smoking of any plant, oils, or chemical product(s) is also prohibited.

**Definitions**

1. “Smoking” means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic device, or any other device that delivers nicotine or other substances to a person.
2. “Tobacco Product” means any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; and any electronic device that delivers nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, or electronic hookah.
1. ~~“Smoking” means engaging in an act that generates smoke or vapor, such as possessing a lit pipe, a lit hookah pipe, electronic cigarettes or other imitation cigarette devices, a lit cigar, or a lit cigarette of any kind.~~
2. ~~This policy shall apply to all owned or leased District facilities and all owned or leased District vehicles.~~
3. ~~Smoking is prohibited in all indoor locations within the District.~~
4. ~~Smoking is prohibited within a distance of twenty (20) feet from any District or College doorway, entrance to an interior area or fresh air intake vent. The College President, in conjunction with the College Council, has the discretion to set campus smoking regulations as long as smoking is prohibited within a distance of at least 20 feet from any District or College doorway, entrance to an interior area or fresh air intake vent.~~

5. District managers are responsible for publicizing the policy to students, employees and visitors, and are responsible for the posting of signs. International no smoking signs will be posted as appropriate. Notification about the policy on smoking will be included in employee and student publications, newsletters and in other written materials as appropriate. In addition, materials that are used to publicize District public events will include policy notification to the public.
6. To assist in the implementation of this policy, the District will provide education and training in the areas of smoking dangers and smoking cessation.
7. It is the responsibility of all students and employees to observe the policy and guidelines on smoking. Failure to comply with the policy on smoking will be treated in the same manner as other violations of District Rules and Regulations and may result in disciplinary action. **Enforcement of this policy is outlined in Administrative Procedure 2.27.1.**
- ~~8. It is the responsibility of College and District Office managers to enforce the policy on smoking. Disputes over the interpretation of the policy or complaints about individuals violating the policy should be brought to the attention of the person's supervisor, the Vice President of Student Services at the College level, or the Vice Chancellor of Human Resources and Employee Relations head of Human Resources in the District Office. When the evidence is non-persuasive on either side, such disputes will be settled in favor of the nonsmoker(s) in recognition of the policy of the District to provide a smoke-free environment. Such disputes shall be settled at the lowest management level.~~
- ~~9. This policy does not supersede more restrictive policies which may be in force in compliance with State or Federal regulations or which are imposed by one of the Colleges.~~
10. The District's employee housing program is not subject to this policy. However, the San Mateo College Educational Housing Corporation may adopt similar policies as it sees fit.

# **100% Smoke, Tobacco and Vape-Free Policy San Mateo County Community College District**

**San Francisco Community Health Center**  
**Only Fog @ Skyline**

**Mark Daniel M. Heringer**  
Program Specialist  
San Francisco Community Health Center

**Rika Yonemura-Fabian Ph. D**  
Sociology/Social Justice Studies Department  
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**Autumn Albers, MPH**  
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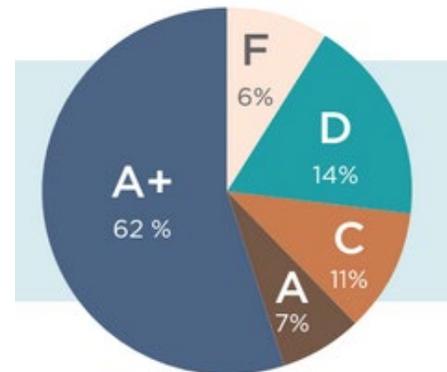
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  - **Not on Our Campus, Not in Our Lungs**
  - **Public Opinion Poll 2019/2021**
- **California College & University Smoke/Tobacco-Free Policy Report Card**
- **Letter of Support**

## Only Fog @Skyline: Supporting smoke- and tobacco-free campuses

Only Fog @Skyline is a group of faculty, students, and community partners from San Francisco Community Health Center that aims to reduce tobacco-related health disparities for communities targeted by commercial tobacco industries. In 2020 July, Only Fog @Skyline was selected by Truth Initiative to be one of the 13 grantees of the Tobacco/vape-free College program grant to support this effort.

According to the annual report published by the *California Youth Advocacy Network* in June 2020, **Skyline College received a D grade** because of the existing nine designated smoking areas on campus, and **CSM and Canada received a C grade** for allowing smoking in parking lot areas. In comparison, the average grade of community colleges in the same region was an A-, and SMCCCD colleges ranked in the bottom third of California Community Colleges overall (see **Figure 1.0 and Appendix A**)



*Figure 1.0 With grades ranging from C to D, SMCCCD Colleges ranked in the lowest third of California Community Colleges on campus tobacco policies in 2020.*

San Mateo Community College District is also falling behind other higher education systems to revise our tobacco policies. As of 2021, 100% of the UC and CSU systems have gone completely tobacco-free, while only 60% out of California Community College Districts have followed the same path. Given that California's 115 two-year community colleges are the nation's largest system of higher education that serves students from communities heavily impacted by commercial tobacco (such as lower income and communities of color), the SMCCCD tobacco/smoking policies need an urgent revision to address the health equity gap that our campuses are facing.

## Tobacco Use is a Social Justice Issue

The San Francisco Community Health Center (SFCHC) is a grant recipient from the California Tobacco Control Program (CTCP) whose primary focus is to serve the Lesbian, Gay, Bisexual, Transgender, Queer+ (LGBTQ+) communities of color to address public health disparities and advocate for the communities who have been historically and continue to be disproportionately targeted by big tobacco industries.

San Mateo Community College District launched a District Anti-Racism Council led by the Chancellor. Given that Big Tobacco targets communities of color, low-income communities, and LGBTQ+ youths through targeted marketing and kills those from marginalized groups, the district should revisit the current policies that would allow addiction and health problems perpetrated by Big Tobacco on our campuses.

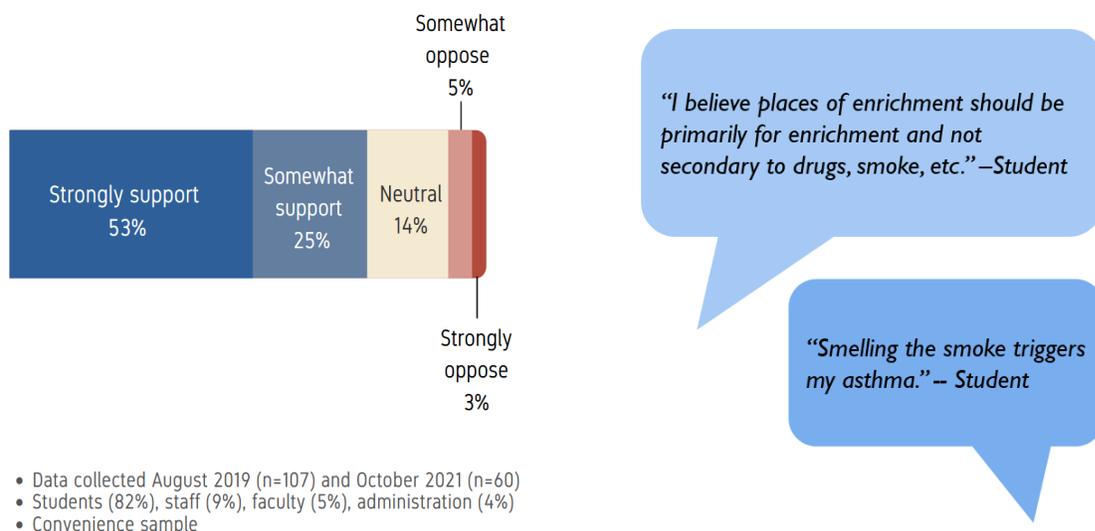
## Community Engagement

To adjust from the impacts of COVID-19, SFCHC and Only Fog @Skyline continued our community engagement through virtual events to inform students and employees of the dangers of tobacco and second and third hand smoke. SFCHC and Only Fog held a two-part virtual campus event called **Not On Our Campus, Not In Our Lung** on February 22<sup>nd</sup> 2021 and February 24<sup>th</sup>, 2021. In the first part of the event, we discussed how tobacco affects Black, Indigenous and People of Color and the LGBTQ+ community. During the second part of the event, we had 4 community activists who have spear-headed their anti-Big Tobacco organizing. Our panelists included Tasha, Sixfootah, the poet, Carol McGruder

(African American Tobacco Control Leadership Council), Bob Gordon (California LGBT Tobacco Education Partnership), and Lou Moerner (Northern California Indian Development Council).

We also organized multiple in-person tabling and collected **public opinion data** from a convenience sample of more than 165 campus stakeholders, including students, staff, and faculty, at Skyline College in 2019 and 2021. As shown in Figure 2.0, early results demonstrate that **more than three-quarters (78%) of our sample was in support of a 100% smoke- and tobacco-free campus policy.**

In addition, **three in four survey respondents preferred an educational, rather than punitive, enforcement approach** should a 100% smoke- and tobacco-free campus policy be adopted by the district.



*Figure 2.0. In a convenience sample of 165 Skyline students, faculty, staff, and administrators, 78% expressed support a 100% smoke- and tobacco-free campus policy.*

We will collect additional public opinion data in 2021.

## Appendix A

California Youth Advocacy Network (CYAN) releases the *California College and University Smoke/Tobacco-Free Policy Report Card* yearly and reports on each college system in California and their current tobacco policy (p.22) The San Mateo Community College District falls under Region 3.



### REGION 3

Includes the following Counties:  
Alameda (Part) , Contra Costa, Marin,  
San Francisco, San Mateo, Sonoma

# A<sup>-</sup>

AVERAGE

| District         | College Name                  | Grade | Policy Type                                     |
|------------------|-------------------------------|-------|---|
| Contra Costa     | CONTRA COSTA                  | A+    | 100% Smoke/Tobacco-Free including e-cigarettes  |
| Contra Costa     | DIABLO VALLEY                 | A+    | 100% Smoke/Tobacco-Free including e-cigarettes  |
| Contra Costa     | LOS MEDANOS                   | A+    | 100% Smoke/Tobacco-Free including e-cigarettes  |
| Marin            | COLLEGE OF MARIN              | D     | Designated Smoking Areas, E-cigarettes Included |
| Peralta          | BERKELEY CITY                 | A+    | 100% Smoke/Tobacco-Free including e-cigarettes  |
| Peralta          | COLLEGE OF ALAMEDA            | A+    | 100% Smoke/Tobacco-Free including e-cigarettes  |
| Peralta          | LANEY                         | A+    | 100% Smoke/Tobacco-Free including e-cigarettes  |
| Peralta          | MERRITT                       | A+    | 100% Smoke/Tobacco-Free including e-cigarettes  |
| San Francisco    | CITY COLLEGE OF SAN FRANCISCO | A     | 100% Smoke-Free including e-cigarettes          |
| San Mateo County | CANADA                        | C     | Parking Lots, E-cigarettes Included             |
| San Mateo County | COLLEGE OF SAN MATEO          | C     | Parking Lots, E-cigarettes Included             |
| San Mateo County | SKYLINE                       | D     | Designated Smoking Areas, E-cigarettes Included |
| Sonoma County    | SANTA ROSA JUNIOR             | A+    | 100% Smoke/Tobacco-Free including e-cigarettes  |

## Appendix B

### The Skyline College Academic Senate Executive Committee Letter of Support (2021).



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February 23, 2021

Dear Board of Trustees of the San Mateo County Community College District,

As faculty of the San Mateo County Community College District (SMCCCD), we care about campus health and cleanliness throughout the District. It is for this reason that we issue our wholehearted support for a 100% smoke, tobacco, vape-free policy for all three SMCCCD campuses.

Smoking has deep roots in the inequity prevalent in our society, causing a gap in health equity which predominantly affects marginalized groups. The tobacco industry is notorious for targeting Black, Indigenous, and People of Color (BIPOC), those from low socio-economic backgrounds, and LGBTQIA2S+ youth; its targeted marketing aims to profit off of minoritized people. Indeed, tobacco use is more than a public health issue; it is a social justice issue that merits attention from our District-wide Social Justice Council. We join the students of the SMCCCD in urging the Board of Trustees to revisit the current smoking policies across all three campuses in order to close these equity health gaps.

We applaud the vision and activism exhibited by the students, staff, faculty, and community members comprising the Skyline College group *Only Fog@Skyline*. *Only Fog* is clear that the focus is not on community members who smoke, but rather on the tobacco industries that promote smoking to the detriment of community health and social disparity. *Only Fog* acknowledges the addiction caused by tobacco and nicotine and is currently working alongside the San Francisco Community Health Center to provide resources for cessation of tobacco use and to promote community health education rather than focusing on disciplinary action. Skyline faculty could not be prouder of collaboration among students and community members than at this time.

Please support the proposed revisions to policy 2.27 Policy on Smoking as presented by *Only Fog@Skyline*. Supporting this policy revision means taking a stand against systemic inequity promoted by the tobacco industry by committing to a healthy, just society. If you have any questions or request additional information about the proposal for a 100% smoke, tobacco, and vape-free policy, you are invited to contact Rika Yonemura-Fabian, Professor of Sociology, at [fabianr@smccd.edu](mailto:fabianr@smccd.edu).

Sincerely,

The Skyline College Academic Senate Executive Committee  
on behalf of Skyline College faculty

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OFFICE OF THE ACADEMIC SENATE PRESIDENT  
3300 College Drive, San Bruno, CA 94066 TELEPHONE (650) 738-4408 WEBSITE [www.SkylineCollege.edu](http://www.SkylineCollege.edu)

**BOARD REPORT NO. 21-10-08C**

TO: Members of the Board of Trustees  
FROM: Michael Claire, Chancellor  
PREPARED BY: Dr. Richard Storti, Executive Vice Chancellor for Administrative Services

**UPDATE ON SAN MATEO ATHLETIC CLUB OPERATONAL TRANSITION**

The San Mateo Athletic Club (SMAC) is a popular fitness club offering quality fitness equipment, swimming, and programs to students, staff and community members. During its peak, membership grew to over 6,000. As a result of COVID-19, membership declined to a low of approximately 3,000. SMAC has been managed by an external operator since 2010. In an effort to create a more student-centered focus, while maintaining opportunities for community usage, the Board directed staff on May 12, 2021 to transition operations of SMAC to a District-operated model beginning January 1, 2022. The goal of the transition is to provide greater alignment with instructional programs, affordable membership options for students, student employment opportunities, and to maintain comparable levels of programs for external members. As a District-operated enterprise, SMAC is required to be a self-funded enterprise.

Progress continues toward a success transition. Below is an update on some of the primary transition areas:

**Student-Centered Approach**

The new SMAC model includes a student-centered approach and is being developed with input from key stakeholders including faculty, students, and Kinesiology, Athletics, and Dance (KAD) Deans. Target areas include academic goals and the development of new programs for students. Other areas prioritizing academic programs and students include facility scheduling, equipment placement, and equipment procurement.

Planning efforts are underway to further develop and promote student-community interactions, student-guest usages, and incentivized quarterly promotional events that focus on increasing student participation through community fitness events. The focus is a creation of an upward spiral of positive personal results, with encouragement towards the student population to live in health through the pursuit of passionate fitness endeavors.

**Pricing**

Staff recommends that pricing not be increased on January 1, 2022. This includes the existing rates for external members, discounted rates for students, and pricing for various training and group programs. The intent of the pricing strategy is to have a seamless transition for all members and to remain affordable, especially for students.

**Fitness Training Programs / Group Exercise / Aquatics**

Fitness Training programs include personal training, semi-private group training, and pilates. Group Exercise programs include exercise and dance and are offered in-person and virtually. Aquatics includes

Youth Swim and Masters. Under the new model, these programs will be comparable to existing programs with format and frequency based on demand.

### Staffing Plan

The District has developed an initial staffing plan that supports internal operations of SMAC. The staffing plan supports maintaining a clean and safe environment for students and members of the public while maintaining quality of service and existing hours of operation (Monday – Friday: 6:00 am – 7:00 pm, Saturday – Sunday: 7:00 am – 2:00 pm).

To support operations, a minimum of 12 staff members will be on-site at any given time. This base level of staffing will increase during busier periods to support operations. The staffing plan calls for five (5) management / supervisory positions, six (6) CSEA positions, two (2) AFSCME positions, and operational staff in various positions such as front desk associates, lifeguards, fitness instructors. While the total number of management / supervisory staff is fixed at five (5), the number of operational staff will be approximately 75 as a majority of the positions are part-time (see attached organizational chart). All new positions will be presented to the Board for approval prior to hiring.

### Budget

SMAC is required by law to operate as a self-funded enterprise. This requires operations to break even with total expenses equal to or less than total revenue. From a revenue standpoint, the goal is to maintain and grow the member base to sustain revenue levels that are sufficient to cover ongoing expenses, including reserves for expenditures such as equipment replacements. From an expense standpoint, the challenge will be controlling costs while maintaining services. As the largest expense item is staffing and related employee benefits, a well-managed team is critical to ensuring long-term financial solvency. Savings will be gained from no longer having ongoing management fees paid to the external operator. A detailed analysis of different scenarios and assumptions demonstrates an optimistic outlook for financial solvency, barring unforeseen circumstances. It is important to note that under the external-operator model, surpluses were generated sufficient to contribute to other Board priorities. While the initial projections of the District-operated model are self-supporting, they are not initially providing surpluses to support other Board priorities at the same level as the external-operator model. Staff has prepared best-case, worst-case, and most probable scenarios for the first six months of District operations as noted below:

#### SMAC

Projected Surplus (Deficit) under District-Operated Model  
Six Months Ended June 30, 2022

|                          | Worst-Case       | Most Probable | Best-Case      |
|--------------------------|------------------|---------------|----------------|
| Revenue                  | 1,532,062        | 1,579,446     | 1,658,418      |
| Salaries                 | 1,118,689        | 1,065,418     | 1,065,418      |
| Fringe                   | 304,614          | 290,108       | 290,108        |
| Operating Exp            | 231,000          | 220,000       | 200,000        |
| Total Expense            | 1,654,303        | 1,575,527     | 1,555,527      |
| <b>Surplus (Deficit)</b> | <b>(122,241)</b> | <b>3,919</b>  | <b>102,891</b> |

**Insurance**

Insurance is required to protect the District from loss, injuries and damages. Insurance is currently obtained by the external operator. The District has secured insurance with a start date of January 1, 2022.

**Software System**

SMAC utilizes a membership software system for billing, accounting, reporting, and maintaining member information. The system is cloud-based and provided through a licensing agreement with an external software firm. Arrangements have been made to transition the licensing of the software from the external operator to the District with an effective date of January 1, 2022.

**Operating Procedures**

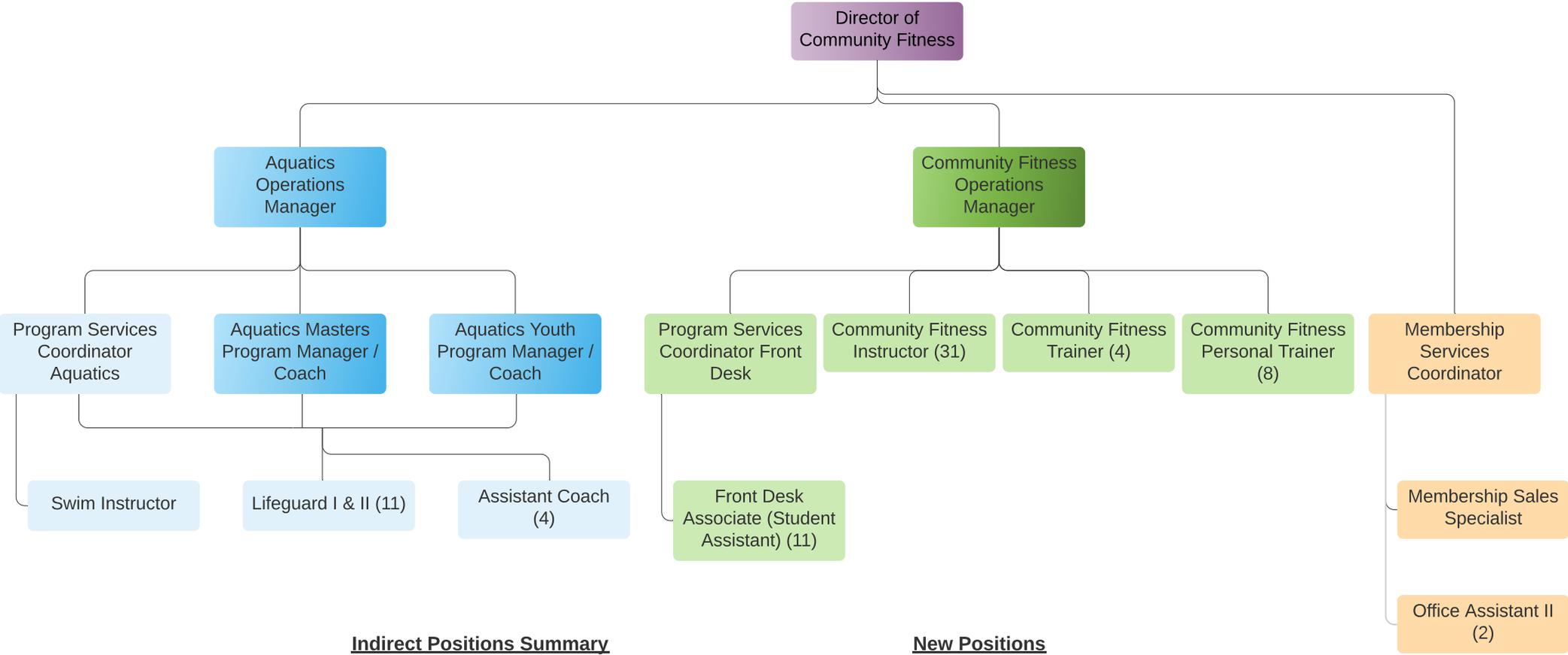
Operating procedures are being developed to ensure safe and effective operations of SMAC. The procedures will serve as a resource for employees and will be relied upon during training and ongoing operations.

**Branding**

Branding is being developed with a student-centered focus while including the individuality of each College. Branding development includes the pride of each individual college and provides a connection to community involvement and education.

# San Mateo Athletic Club

## Organizational Chart



**Indirect Positions Summary**

- Accountant
- Human Resources
- Custodian (2)
- Pool Technician (1)

**New Positions**

|                        |           |
|------------------------|-----------|
| Manager / Supervisory: | 5         |
| CSEA:                  | 6         |
| AFSCME:                | 2         |
| Operational Hourly:    | 59        |
| Student Assistants:    | 11        |
| <b>Total:</b>          | <b>83</b> |