

**AMENDED**  
**AGENDA**  
Regular Meeting  
BOARD OF TRUSTEES  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704  
4:00 p.m., August 6, 2002

- I. Call to Order
- II. Pledge of Allegiance
- III. Introduction of Guests
- IV. Approval of Minutes, Meeting of June 25 and July 16, 2002
- V. Delegations, Petitions, and Communications **[see footnote, page 3]**
  - A. Swearing In of New Student Trustees
  - B. Viron Energy Conservation Project Presentation
- VI. Reports of Chancellor and Staff
  - A. PRESENTATIONS
    - 1. Chancellor's Report Judith Redwine
    - 2. Campus Reports Ned Doffoney, FCC  
Tom Crow, RC  
Don Yeager, NC
    - 3. Academic Senate Report Olga Quercia, FCC
    - 4. Classified Senate Report Linda Nies, RC
  - B. CONSIDERATION OF CONSENT AGENDA [02-151 through 02-171]
  - C. PERSONNEL
    - 1. Consideration to Appoint Associate Dean of Instruction-Business Division, Fresno City College [02-173] Randy Rowe

D. GENERAL

- 2. Consideration to Adopt Resolution Ordering a Bond Election on November 5, 2002 Ballot [02-174] Judith Redwine
- 3. Consideration of Bids, Phase 1B Facilities, Madera Education Center [02-175] Brian Speece

VII. Reports of Board Members

VIII. Old Business

IX. Future Agenda Items

X. Closed Session

**NOTICE**

**Trustee Adolfo Corona will participate in Closed Session via conference call from the MGM Grand Hotel, Las Vegas, Nevada.**

- A. CONFERENCE WITH LABOR NEGOTIATOR [SCFT Part-Time Bargaining Unit]; Randy Rowe, Pursuant to Government Code Section 54957.6
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION; Name of Case: Charest Construction v. State Center Community College District, Pursuant to Government Code Section 54956.9 (a)
- C. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; Significant Exposure to Litigation: One Potential Case, Pursuant to Government Code 54956.9(b)**
- D. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT, Pursuant to Government Code Section 54957; Consideration to Appoint Vice Chancellor – Finance and Administration
- E. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code Section 54957; Title: Chancellor

XI. Open Session (if any)

- A. Report Out of Closed Session Action [02-172]

XII. Adjournment

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The Board chairperson, under Board Policy 9320.1, has set a limit of three minutes each for those who wish to address the Board. General comments will be heard under Agenda Section Delegations, Petitions and Communications at the beginning of the meeting. Those who wish to speak to items to be considered in Closed Session will be given the opportunity to do so following the completion of the open agenda and just prior to the Board's going into Closed Session. Individuals wishing to address the Board should fill out a Request Form and file it with the Associate Vice Chancellor-Human Resources, Randy Rowe, at the beginning of the meeting.

**AMENDED**  
CONSENT AGENDA  
BOARD OF TRUSTEES MEETING  
August 6, 2002

PERSONNEL

1. Employment, Change of Duty Days, and Retirement Date Change, Certificated Personnel [02-151]
2. Employment, Promotion, Transfer, Change of Status, Leave of Absence, and Resignation, Classified Personnel [02-152]
3. Employment of Part-Time Faculty on Adjunct Faculty Salary Schedule, Summer 2002, Fresno City College, Reedley College, and North Centers [02-153]
4. Consideration to Approve New Classified Positions [02-154]

GENERAL

5. Consideration of District Membership in Educational Organizations [02-155]
6. Consideration to Approve VTEA (Vocational Technical Education Act) Title 1-C Grant for 2002-03 [02-156]
7. Consideration to Approve Tech Prep Education Program Grant for 2002-03 [02-157]
8. Consideration to Approve Contracts Between the California Department of Education and the Office of the Secretary for Education [02-158]
9. Review of District Warrants and Checks [02-159]
10. Consideration to Accept Construction Project, Renovations to Building T-500, Fresno City College [02-160]
11. Consideration to Accept Maintenance Project, Painting of Superstructure, Ratcliffe Stadium, Fresno City College [02-161]
- 11a. Consideration to Accept Maintenance Project, Painting, Exterior/Interior, Various Buildings, Reedley College [02-161a]**
12. Consideration of Claim Against State Center Community College District-Patricia Adams [02-162]
13. Consideration to Authorize Year-End Balancing Transfers and to Adopt Resolution Authorizing Inter-fund Transfers – 2001-02 Fiscal Year [02-163]
14. Consideration to Approve Annual Schedule of Materials Fees and Increase in Transcript Fees, Districtwide [02-164]

15. Consideration to Approve Agreement with Fresno County Economic Opportunities Commission for Fresno Neighborhood Jobs Network, Fresno City College [02-165]
16. Consideration to Approve Agreement with Fresno County Superintendent of Schools for Early Care and Education Resource Center, Fresno City College [02-166]
17. Consideration to Approve Agreement with California Department of Education for Facilities Renovation and Repair, Fresno City College Child Development Center [02-167]
18. Consideration to Approve Agreement with California Community Colleges Chancellor's Office for 2002-03 Teacher and Reading Development Partnerships, Fresno City College [02-168]
19. Consideration to Adopt Resolution to Lease Surplus District Real Property [02-169]
20. Consideration to Adopt Resolution Regarding Construction Funding for Phase 1B Facilities, Madera Center [02-170]
21. Consideration of Bids, Custodial Supplies and Equipment, Fresno City College [02-171]

MINUTES OF MEETING OF  
BOARD OF TRUSTEES  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
June 25, 2002

- Call to Order                    A regular meeting of the Board of Trustees of the State Center Community College District was called to order by Vice President Adolfo Corona at 4:02 p.m., June 25, 2002, at the District Office Boardroom, 1525 E. Weldon Avenue, Fresno, California.
- Trustees Present                Adolfo M. Corona, Vice President  
Ron Manfredi, Secretary  
Patrick E. Patterson (arrived at 4:06 p.m.)  
Dorothy Smith (arrived at 4:06 p.m.)  
William J. Smith  
Leslie Thonesen
- Trustee Absent                 Phillip J. Forhan, President
- Also present were:
- Judith A. Redwine, Chancellor, SCCC  
    Art Elish, Interim President, Fresno City College  
    Tom Crow, President, Reedley College  
    Don Yeager, Vice Chancellor-North Centers  
    Shirley Bruegman, Vice Chancellor-Educational Services and Planning, SCCC  
    Randy Rowe, Associate Vice Chancellor-Human Resources, SCCC
- Introduction of  
Guests                            Among the others present, the following signed the guest list:
- Cindy Spring, Executive Secretary to the Chancellor, SCCC  
    Teresa Patterson, Executive Director-Public and Legislative Relations, SCCC  
    Eileen O'Hare, General Counsel, SCCC  
    Brian Speece, Associate Vice Chancellor-Business and Operations, SCCC  
    Paul Kaser, AFT Representative and Staff, FCC  
    Olga Quercia, Academic Senate President and Staff, FCC  
    Larry Dickson, Classified Senate President and Staff, FCC  
    Linda Nies, Classified Senate President and Staff, RC  
    Anthony Abbott, Academic Senate Representative and Staff, RC  
    George Kutnerian, Student Trustee Elect, FCC  
    Gene Blackwelder, College Business Manager, RC  
    Terry Kershaw, Dean of Instruction and Student Services, NC  
    Ed Eng, Director of Finance, SCCC  
    Randy Vogt, Director of Purchasing, SCCC

Introduction of  
Guests  
(continued)

Ted Uyesaka, Director-Management Information Systems,  
SCCCD  
Joan Edwards, Executive Director-Foundation, SCCC  
Jeff Josserand, Director of Classified Personnel, Personnel  
Commission  
Tony Cantu, Dean of Instruction, FCC  
Michael Guerra, College Business Manager, FCC  
Evelyn Fiorani, Duplications Supervisor, FCC  
Ernest Smith, Associate Dean of Students-CalWORKs, FCC  
Chris Monahan Bremer, Director of Marketing &  
Communications, FCC  
Robert Fox, Dean of Students, FCC  
Carolyn Drake, Associate Dean of Instruction, Health Sciences  
Division, FCC  
Bill Carr, Job Developer-DSPS, FCC  
B. J. Anteola, The Fresno Bee

Approval of Minutes

The minutes of the Board meeting of June 4, 2002, were presented for approval.

A motion was made by Mr. Manfredi and seconded by Mr. Smith that the minutes of June 4, 2002, be approved as presented.

The motion carried by the following vote:

Ayes - 4  
Noes - 0  
Absent - 3

Chancellor's Report

Dr. Redwine stated that she would like to publicly thank Dr. Elish for his service as Interim President at Fresno City College and for his calm, kind, fair, and forthright way of dealing with issues at the campus. Because of his leadership, much has been accomplished at Fresno City College during the last year. She concluded by saying that Dr. Elish will be missed and wished him a wonderful retirement.

On behalf of the Board, Mr. Corona thanked Dr. Elish for his service during the past year and wished him well in the future.

Consent Agenda  
Action

It was moved by Mr. Thonesen and seconded by Mr. Smith that the Board of Trustees approve the consent agenda as amended. The motion carried by the following vote:

Ayes - 4  
Noes - 0  
Absent - 3

Employment,  
Resignation,  
Retirement, and  
Change of Duty  
Days, Certificated  
Personnel  
[02-132]  
Action

approve certificated personnel recommendations, Items A through D, as amended. (Lists A through D are herewith made a part of these minutes as Appendix I, 02-132).

Employment,  
Promotion, Change  
of Status, Change of  
Duty Days, Leave of  
Absence,  
Resignation, and  
Retirement,  
Classified Personnel  
[02-133]  
Action

approve classified personnel recommendations, Items A through K as presented. (Lists A through K are herewith made a part of these minutes as Appendix II, 02-133).

Consideration to  
Approve Resolution  
of Layoff, Classified  
Personnel in  
Categorically  
Funded Positions,  
Tech Prep and  
CalWORKs  
[02-134]  
Action

approve the Resolution in the Matter of Reduction of Classified Services for the 2002-03 college year for the following positions: Administrative Aide-Tech Prep and Job Developer-CalWORKs-Reedley College.

Consideration of  
Limited Term  
Positions, Bookstore  
Operations,  
Districtwide  
[02-135]  
Action

approve 43 Limited Term Sales Clerk I positions and 6 Limited Term Account Clerk I positions for 51 days in the Fall of 2002, and 43 Limited Term Sales Clerk I positions and 6 Limited Term Account Clerk I positions for 51 days for Spring 2003.

Consideration to  
Approve Consultant  
Contract, Interim  
Vice Chancellor-  
Finance and  
Administration  
[02-136]  
Action

authorize the Chancellor or her designee to enter into a contract with Robert Matthew for the services of Interim Vice Chancellor-Finance and Administration at a monthly stipend of \$10,000.00, housing expenses, plus a 15% service fee for Professional Personnel Leasing, Inc. from July 1, 2002, until a Vice Chancellor-Finance and Administration is hired.



Review of District  
Warrants and Check  
Registers

[02-137]

Action

review and sign the warrants register for the period May 28, 2002, to June 13, 2002, in the total amount of \$6,442,369.47.

review and sign the check registers for the Fresno City College and Reedley College Co-Curricular and Bookstore Accounts for the period May 13, 2002, to June 17, 2002, in the amount of \$614,632.71.

Consideration to  
Adopt Resolution  
Establishing 2002-  
2003 Appropriations  
Limit

[02-138]

Action

adopt the Resolution IN THE MATTER OF THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT FOR THE 2002-03 FISCAL YEAR, which sets the 2002-03 Appropriations Limit for the District at \$148,105,213.00.

Consideration of  
Resolution  
Authorizing 2002-03  
Child Care and  
Development Block  
Grant, Fresno City  
College

[02-139]

Action

- a) authorize entering into an agreement with the California Department of Education for the 2002-03 Child Care and Development Federal Block Grant;
- b) authorize the Chancellor or her designee to execute the agreement on behalf of the District; and
- c) authorize the Secretary of the Board of Trustees to execute the appropriate Board Resolution for submission to the California Department of Education.

Consideration to  
Adopt Resolution  
Authorizing  
Agreement with  
State of California,  
Department of  
Rehabilitation, for  
Work Assessment  
Vocational  
Education (WAVE),  
Fresno City College

[02-140]

Action

- a) approve the Fresno City College 2002-03 Department of Rehabilitation Cooperative Contract for Work Assessment Vocational Education (WAVE) in the amount of \$221,084;
- b) authorize the Chancellor or her designee to execute the agreement and to prepare and submit any and all reports required on behalf of the District; and
- c) authorize the Secretary of the Board of Trustees to execute the appropriate Board Resolution for submission with the project agreement to the State Department of Rehabilitation.

Consideration of  
Amendment to  
WorkAbility III  
Agreement for 2002-  
2003, Fresno City  
College

[02-141]

Action

- a) approve the amendment to the WorkAbility III agreement for 2002-03; and
- b) authorize the Chancellor or her designee to execute the amendment and to prepare and submit any and all reports required on behalf of the District.

Consideration to  
Approve Agreement  
with the  
Employment  
Development  
Department for  
School-to-Career  
Grant, State Center  
Consortium  
[02-142]  
Action

- a) approve the agreement between the Employment Development Department and State Center Community College District, dba State Center Consortium, for a School-to-Career Grant in the amount of \$173,883.00; and
- b) authorize the Chancellor or her designee to sign the agreement on behalf of the District.

Consideration to  
Approve  
Amendment to  
Contract for Food  
Services, Taher, Inc.,  
Fresno City College  
and the Madera  
Center  
[02-143]  
Action

- a) authorize an amendment to the agreement with Taher, Inc., to continue to provide food services at the Fresno City College Cafeteria and the Madera Center for the 2002-03 school year, with zero percent commission/rent to be paid through December 21, 2002, and an anticipated net revenue-sharing agreement addendum, effective January 2, 2003, based upon a mid-year financial condition review; and
- b) authorize the Chancellor or her designee to sign the amendment on behalf of the District.

Consideration to  
Approve Parking Lot  
Lease Agreement,  
Clovis Center  
[02-144]  
Action

- a) authorize a Parking Lot Lease Agreement with Summa Properties in the amount of \$20,000 annually for a period of three years with annual extensions by mutual agreement; and
- b) authorize the Chancellor or her designee to sign the Lease Agreement on behalf of the District.

Consideration to  
Approve Resolution  
in Support of  
Adoption of 2002-03  
State Budget by  
June 30, 2002  
[02-145]  
Action

adopt Resolution No. 02-145 urging the State Legislature and the Governor to adopt a State Budget by the Constitutional deadline of June 30, 2002.

Consideration to  
Authorize Signatory  
Change, Revolving  
Fund Account  
[02-146]  
Action

authorize the removal of Jon Sharpe, Executive Vice Chancellor, and the addition of Edwin Eng, Director of Finance, as a signatory on the District's Revolving Fund Account.

\*\*\*\*\*End of Consent Agenda\*\*\*\*\*

Consideration to  
Approve 2002-03  
Tentative Budget  
[02-147]

Mr. Eng stated that the Tentative Budget was prepared according to the Governor's May Revise, and under law, it is necessary that the Board approve a Tentative Budget prior to June 30. He provided a brief PowerPoint presentation on the 2002-03 Tentative Budget, a copy of which is herewith made a part of these minutes as Appendix III, 02-147.

Mr. Manfredi questioned the possibility of funding for energy costs and conservation, and the District's payments into the STRS/PERS system. He noted that the budget summary pages in the presentation were especially helpful.

Mr. Patterson questioned the reserve amounts in the District's General Fund and in the Capital Projects Fund as it relates to the purchase of the northeast site.

Action

A motion was made by Mr. Manfredi and seconded by Mr. Smith that the Board of Trustees approve the 2002-03 Tentative Budget as presented. The motion carried by the following vote:

Ayes – 6  
Noes – 0  
Absent - 1

Public Hearing,  
2002-03 Proposed  
Final Budget  
[02-148]

A motion was made by Mr. Thonesen and seconded by Mr. Smith that the Board of Trustees schedule a Public Hearing for the proposed 2002-03 Final Budget at 4:15 p.m. on September 3, 2002. The motion carried by the following vote:

Action

Ayes – 6  
Noes – 0  
Absent - 1

Consideration of  
Bids, Parking Lot  
Construction, Clovis  
Center  
[02-149]

Mr. Brian Speece briefly explained the work necessary to construct a temporary parking lot at the Clovis Center.

Action

A motion was made by Ms. Smith and seconded by Mr. Manfredi that the Board of Trustees award Bid #0102-34, contingent upon agreement with Summa Properties for the Parking Lot Lease described in Item No. 02-144, in the amount of \$95,500.00 to JVD Construction, Inc., the lowest responsible bidder for Parking Lot Construction at the Clovis Center, and authorize the Chancellor or her designee to sign an agreement on behalf of the District.

Mr. Manfredi questioned the difference in cost between the proposed aggregate base and asphalt.

Consideration of  
Bids, Parking Lot  
Construction, Clovis  
Center  
[02-149]  
Action  
(continued)

The motion carried by the following vote:

Ayes – 6  
Noes – 0  
Absent - 1

Consideration of  
Resolution Ratifying  
Purchase  
Agreement- Willow/  
International  
Community College  
Center (Aluisi  
Parcel)  
[02-150]  
Action

A motion was made by Mr. Smith and seconded by Mr. Thonesen that the Board of Trustees table action on this item until the August 6, 2002, Board meeting. The motion carried by the following vote:

Ayes – 6  
Noes – 0  
Absent - 1

Reports of Board  
Members

Ms. Smith thanked Dr. Janice Emerzian for the list of accomplishments of the DSPS program.

Future Board Items

Mr. Corona reminded the Board of the Chancellor's evaluation on July 16, 2002, at 4:00 p.m. in the Boardroom.

Dr. Redwine asked for comments regarding a proposed special workshop to be held in December or January to discuss grading issues. It was the consensus of the Board that this is a campus issue rather than a Board issue, and that a workshop is not necessary at this time. Dr. Bruegman was asked to prepare a brief paper on the grading issues and to include information on the CBEST as well.

Closed Session

Mr. Corona stated that the Board, in closed session, will be discussing: CONFERENCE WITH LABOR NEGOTIATOR [SCFT Part-Time Bargaining Unit;], Randy Rowe, Pursuant to Government Code Section 54957.6; PUBLIC EMPLOYEE DISCIPLINE/ DISMISSAL/RELEASE, Pursuant to Government Code Section 54957; CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION; Name of Case: Charest Construction v. State Center Community College District, Pursuant to Government Code Section 54956.9(a); and PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Vice Chancellors and Presidents; Pursuant to Government Code Section 54957.

Mr. Corona declared a recess at 4:40 p.m.

Open Session

The Board moved into open session at 5:58 p.m. Mr. Corona reported that the Board in closed session took action with respect to Vice Chancellor/President compensation and benefits for Cabinet members.

Adjournment

The meeting was adjourned at 5:59 p.m. by the unanimous consent of the Board.

RM:cs

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Ron Manfredi  
Secretary, Board of Trustees  
State Center Community College District

MINUTES OF MEETING OF  
BOARD OF TRUSTEES  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
July 16, 2002

Call to Order                   A special meeting of the Board of Trustees of the State Center Community College District was called to order by President Phil Forhan at 4:04 p.m., July 16, 2002, at the District Office Boardroom, 1525 E. Weldon Avenue, Fresno, California.

Trustees Present               Phillip J. Forhan, President  
Adolfo M. Corona, Vice President (left at 5:20 p.m.)  
Ron Manfredi, Secretary (arrived at 4:09 p.m.)  
Patrick E. Patterson (arrived at 4:07 p.m.)  
Dorothy Smith  
William J. Smith  
Leslie Thonesen

Also present were:

Judith A. Redwine, Chancellor, SCCC  
Cindy Spring, Executive Secretary to the Chancellor, SCCC  
Eileen O'Hare, General Counsel, SCCC  
Brian Speece, Associate Vice Chancellor-Business and Operations, SCCC  
Jeff Josserand, Director of Classified Personnel, Personnel Commission  
Larry Dickson, Classified Senate President and Staff, FCC

Delegations,  
Petitions and  
Communications               Dr. Redwine stated that she had received a letter from Fresno County Office of Education Superintendent Pete Mehas announcing a public hearing as per Education Code 88070 regarding his proposed rejection of the State Center Community College Personnel Commission's 2002-03 budget. The hearing will be held at the Fresno County Office of Education's Boardroom located at 1111 Van Ness Avenue, Fresno, California on Thursday, July 18, 2002 at 4:30 p.m.

Closed Session               Mr. Forhan stated that the Board, in closed session, will be discussing:

A.     PUBLIC EMPLOYEE PERFORMANCE  
EVALUATION, Pursuant to Government Code  
Section 54957  
Title: Chancellor

Closed Session  
(continued)

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION; Name of Case: Charest Construction v. State Center Community College District, Pursuant to Government Code Section 54956.9(a)

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government Code Section 54956.8

Property: 2882 E. Annadale, Fresno, CA  
Agency Negotiator: Judith A. Redwine  
Negotiating Parties: John Mesrobian  
Under Negotiation: Price and Terms of Payment

Property: Assessor's Parcel Number 32803211  
Agency Negotiator: Judith A. Redwine  
Negotiating Parties: Vahan Chamlian  
Under Negotiation: Price and Terms of Payment

Mr. Forhan declared a recess at 4:06 p.m.

Open Session

The Board moved into open session at 5:28 p.m. Mr. Forhan reported that the Board in closed session evaluated the Chancellor and gave direction to its real property negotiator.

Ratification of Administration Compensation

A motion was made by Mr. Smith and seconded by Mr. Patterson that in accordance with the Chancellor's evaluation of the President of Reedley College the Board of Trustees increase his compensation by 2.75 percent effective July 1, 2002 and, in addition, to authorize for all members of the Chancellor's cabinet, a flat monthly reimbursement for vehicle allowance of \$650.00 per month in lieu of the current Runzheimer plan and require that the vehicles be no more than five years old, have four doors, automatic transmission and at least six cylinders. The motion carried by the following vote:

Ayes -	6
Noes -	0
Absent -	1

Facility Issues – Southeast/Southwest Fresno

The Chancellor and Board discussed issues relating to the proposed bond measure and the use of funds for the Historic Old Administration Building and the possible relocation of the Career and Technology Center.

Dr. Redwine also provided an update on various contacts with community leaders regarding the proposed bond issue.

Adjournment

The meeting was adjourned at 6:02 p.m. by the unanimous consent of the Board.

RM:cs

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Ron Manfredi  
Secretary, Board of Trustees  
State Center Community College District



STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Employment, Change of Duty Days, and  
Retirement Date Change, Certificated Personnel

ITEM NO. 02-151

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EXHIBIT: Certificated Personnel Recommendations

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Recommendation:

It is recommended that the Board of Trustees approve the certificated personnel recommendations, Items A through C as presented.

CERTIFICATED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following persons:

<u>Name</u>	<u>Campus</u>	<u>Range &amp; Step</u>	<u>Salary</u>	<u>Position</u>
<b>Alvarado, Samuel</b>	<b>RC</b>	<b>V, 8</b>	<b>\$16,320</b>	<b>Counselor</b>
<b>(Former categorically funded faculty)</b> <b>(Temporary contract, July 2, 2002 – August 31, 2002)</b>				
Dolata, Cynthia	FCC	IV, 6	\$29,502	Nursing Instructor
(Current adjunct instructor) (Categorically funded contract, August 15, 2002 – December 20, 2002)				
Reither, Linda	RC	IV, 6	\$59,003	Learning Disability Specialist
(New applicant) (Categorically funded contract, August 7, 2002 – June 30, 2003)				
<b>Spomer, Christopher</b>	<b>RC</b>	<b>III, 4</b>	<b>\$19,818</b>	<b>Counselor</b>
<b>(Current adjunct faculty)</b> <b>(Temporary contract, August 7, 2002 – November 8, 2002)</b>				
Stoddard, Seth	RC	I, 5	\$49,214	Natural Resources Instructor
(New applicant) (Temporary contract, August 15, 2002 – May 23, 2003)				
<b>Tidyman-Jones, Laurie</b>	<b>RC</b>	<b>III, 6</b>	<b>\$61,678</b>	<b>Counselor</b>
<b>(Current adjunct faculty)</b> <b>(First contract, August 15, 2002 – June 30, 2003)</b>				

B. Recommendation to approve a change of duty days for the following persons:

<u>Name</u>	<u>Campus</u>	<u>From</u>	<u>To</u>	<u>Position</u>
Teng, Loretta	FCC	224	205	Title V Co-Coordinator: Learning Communities Instruction

C. Recommendation to accept resignation for the purpose of retirement **date change** from the following person:

<u>Name</u>	<u>Campus</u>	<u>Effective Date</u>	<u>Position</u>
Bruegman, Shirley	DO	September 29, 2002	Vice Chancellor, Educational Services and Planning

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT:    Employment, Promotion, Transfer, Change of    ITEM NO. 02-152  
                 Status, Leave of Absence, and Resignation,  
                 Classified Personnel

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EXHIBIT:    Classified Personnel Recommendations

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Recommendation:

It is recommended that the Board of Trustees approve classified personnel recommendations, Items A through K, as presented.

CLASSIFIED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following persons (probationary):

Name	Location	Classification	Range/Step/Salary	Date
Sharpton, Verna	FCC	Office Assistant I Position No. 2014	38-A \$1947	7/1/02

B. Recommendation to employ the following persons (Ed Code 88076):

Name	Location	Classification	Hourly Rate	Date
Golding, Toni	DO	Dispatcher	\$ 6.91	7/1/02
Cozzi, Natalia	FCC	Peer Mentor	7.20	7/1/02

C. Recommendation to employ the following persons (Exempt):

Name	Location	Classification	Hourly Rate	Date
Bello, Desirae	RC	Registration Assistant	\$ 6.75	7/16/02
Clark, Stephanie	FCC	Registration Assistant	6.75	7/9/02 thru 9/30/02
Ka-Ne, Saben	FCC	Registration Assistant	6.75	7/9/02 thru 9/30/02
Mam, Saro euth	FCC	Registration Assistant	6.75	7/18/02 thru 9/30/02
Olinger, Corena	FCC	Registration Assistant	6.75	7/1/02
Rodriguez, Steven	FCC	Registration Assistant	6.75	7/18/02
Avedesian, Nicholas	FCC	Playground Asst I	10.00	6/7/02

C. Recommendation to employ the following persons (Exempt) (continued):

Name	Location	Classification	Hourly Rate	Date
Gill, Matthew	FCC	Playground Asst I	10.00	6/20/02
Ortega, Rochelle	FCC	Playground Asst I	10.00	6/24/02
Rialon, Rebecca	FCC	Playground Asst I	10.00	6/7/02
Rockhold, Teri	FCC	Playground Asst I	10.00	6/27/02
Rodriguez, Jilian	FCC	Playground Asst I	10.00	7/16/02 thru 9/30/02
Stetsko, Brian	FCC	Playground Asst I	10.00	6/10/02
Vasquez, Debbie	FCC	Playground Asst I	10.00	6/7/02
Hardamon, Restia	FCC	Educational Advisor	10.08	7/1/02
Cone, Christopher	FCC	LGI Assistant	10.28	7/1/02
Corrales, Juan	FCC	LGI Assistant	10.28	7/1/02 thru 9/30/02
Fevold-Milton, Sheryl	FCC	LGI Assistant	10.28	7/1/02
Galvan, Marisa	FCC	LGI Assistant	10.28	7/1/02
Guzman, Fanny	FCC	LGI Assistant	10.28	7/1/02
Hernandez, Martha	FCC	LGI Assistant	10.28	7/1/02 thru 9/30/02

C. Recommendation to employ the following persons (Exempt) (continued):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
House, Tajiddin	FCC	LGI Assistant	10.28	7/1/02 thru 9/30/02
Lucas, Jamie	FCC	LGI Assistant	10.28	7/1/02 thru 9/30/02
Pistalu, Mary	FCC	LGI Assistant	10.28	7/1/02
Reid, Kim	FCC	LGI Assistant	10.28	7/1/02
Roberts, Tom	FCC	LGI Assistant	10.28	7/1/02 thru 9/30/02
Seibert, Ruth	FCC	LGI Assistant	10.28	7/1/02 thru 9/30/02
Sounthone, Siphay	FCC	LGI Assistant	10.28	7/10/02
Bianco, Al	DO	Bus Driver	11.81	7/1/02 thru 9/30/02
Cozby, Allen	DO	Bus Driver	11.81	7/1/02 thru 9/30/02
Deis, Dale	DO	Bus Driver	11.81	7/1/02 thru 9/30/02
Hernandez, Vincent	DO	Bus Driver	11.81	7/1/02 thru 9/30/02
Mendenhall, Sam	DO	Bus Driver	11.81	7/1/02 thru 9/30/02

C. Recommendation to employ the following persons (Exempt) (continued):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Miranda, Frank	DO	Bus Driver	11.81	7/1/02 thru 9/30/02
Townsend, Herb	DO	Bus Driver	11.81	7/1/02 thru 9/30/02
Waterman, Lloyd	DO	Bus Driver	11.81	7/1/02 thru 9/30/02
Frazier, Brenda	FCC	Playground Asst II	12.00	5/29/02
Kunishige, Stacy	FCC	Playground Asst II	12.00	6/1/02
Denington, Sandra	FCC	Deaf Interp – Level 2	12.69	7/1/02
Nelson, Melonie	FCC	Deaf Interp – Level 2	12.69	7/1/02 thru 9/30/02
Sortwell, Melissa	FCC	Deaf Interp – Level 2	12.69	7/1/02 thru 9/30/02
Zambrano, Sandra	FCC	Program Specialist	13.97	5/10/02
Ashby, Michelle	FCC	Deaf Interp – Level 3	14.33	7/1/02 thru 9/30/02
Fogo, Millie	FCC	Deaf Interp – Level 3	14.33	7/1/02 thru 9/30/02
Goering, Lindsey	FCC	Deaf Interp – Level 3	14.33	7/1/02 thru 9/30/02



C. Recommendation to employ the following persons (Exempt) (continued):

Name	Location	Classification	Hourly Rate	Date
Russell, Jennifer	FCC	Deaf Interp – Level 3	14.33	7/1/02 thru 9/30/02
Santiago, Michelle	FCC	Deaf Interp – Level 3	14.33	7/1/02 thru 9/30/02
Sortwell, Sabrina	FCC	Deaf Interp – Level 3	14.33	7/1/02 thru 9/30/02
Gallegos, Cynthia	FCC	Deaf Interp – Level 4	15.89	7/1/02 thru 9/30/02
Visser, Dee	FCC	Deaf Interp – Level 4	15.89	7/1/02 thru 9/30/02
White, Alan	FCC	Deaf Interp – Level 4	15.89	7/1/02
Lee, Diana	RC	Deaf Interp – Level 5	17.76	5/24/02
Porter, Helen	FCC	Deaf Interp – Level 5	17.76	7/1/02 thru 9/30/02
West, Christy	FCC	Deaf Interp – Level 5	17.76	7/1/02 thru 9/30/02
Stevens, Mark	FCC	Playground Asst III	18.00	6/1/02
Yates, Susan	FCC	Playground Asst III	18.00	5/29/02
Klein, Annette	FCC	Deaf Interp – Level 6	25.98	7/1/02 thru 9/30/02

C. Recommendation to employ the following persons (Exempt) (continued):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Tufford, Sharon	FCC	Deaf Interp – Level 6	25.98	7/1/02 thru 9/30/02
Andreen, Kristi	FCC	TI Trainer 1	27.94	7/9/02 thru 9/30/02
Reyna, Guadalupe	FCC	TI Trainer 1	27.94	7/16/02 thru 9/30/02
Zhou, Yu	FCC	TI Trainer 1	27.94	6/18/02
Dauterman, Christopher	FCC	TI Trainer 2	33.52	7/10/02 thru 9/30/02
Esmay, Jerry	FCC	TI Trainer 2	33.52	7/11/02 thru 9/30/02
McClay, Joann	FCC	TI Trainer 2	33.52	7/10/02 thru 9/30/02
Schmidt, Brian	FCC	TI Trainer 2	33.52	7/10/02 thru 9/30/02
Allen Ronald	FCC	TI Trainer 3	39.11	7/9/02 thru 9/30/02
Chicconi, Mike	FCC	TI Trainer 3	39.11	7/11/02 thru 9/30/02
Lee, Arnold	FCC	TI Trainer 3	39.11	7/11/02 thru 9/30/02

C. Recommendation to employ the following persons (Exempt) (continued):

Name	Location	Classification	Hourly Rate	Date
Panico, Gregory	FCC	TI Trainer 3	39.11	7/11/02 thru 9/30/02
Christensen, Perry	FCC	TI Trainer 4	44.69	7/9/02 thru 9/30/02
Colston, William	FCC	TI Trainer 4	44.69	7/9/02 thru 9/30/02
Cortopassi, Ronald	FCC	TI Trainer 4	44.69	7/9/02 thru 9/30/02
Eritzian, Gregory	FCC	TI Trainer 4	44.69	7/10/02 thru 9/30/02
Herb, Rhonda	FCC	TI Trainer 4	44.69	7/10/02 thru 9/30/02
Montevecchi, Bonni	FCC	TI Trainer 4	44.69	7/10/02 thru 9/30/02
DiCerto, Valentine	FCC	TI Trainer 5	50.28	7/11/02 thru 9/30/02
Garretson, Angel	FCC	TI Trainer 5	50.28	7/11/02 thru 9/30/02
Hansen, Kimberly	FCC	TI Trainer 5	50.28	7/10/02 thru 9/30/02
Pierce, Paul	FCC	TI Trainer 5	50.28	7/11/02 thru 9/30/02

C. Recommendation to employ the following persons (Exempt) (continued):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Budke, Brenda	FCC	TI Trainer 6	55.86	7/9/02 thru 9/30/02

D. Recommendation to employ the following persons (provisional – filling vacant permanent full-time, permanent part-time position pending recruitment/selection, or replacing regular employee on leave):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Giannopoulos, John	FCC	Mobility Driver	\$ 7.50	7/1/02 thru 9/30/02
Carroll, Kelly	RC	Accounting Tech I	9.84	7/1/02
Shabazz, Orsyndah	FCC	Instructional Aide	9.69	7/1/02
Weddle, Charla	OC	Instructional Aide	9.69	7/1/02
Watters, Leah	FCC	Lib/Lrn Res Asst I	11.22	7/1/02
Helmer, Beverly	DO	Office Assistant I	11.22	5/29/02
Longoria, Joshua	FCC	Office Assistant I	11.22	6/20/02
Magbanua, Richard	FCC	Office Assistant I	11.22	7/1/02
Mancillas-Llanos, Josephine	FCC	Office Assistant I	11.22	7/18/02
McEntire, Evelyn	FCC	Office Assistant I	11.22	7/1/02
Torres, Paul	FCC	Office Assistant I	11.22	7/1/02

D. Recommendation to employ the following persons (provisional – filling vacant permanent full-time, permanent part-time position pending recruitment/selection, or replacing regular employee on leave):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Vang, Choua	FCC	Office Assistant I	11.22	7/1/02
Wiggins, Connie	FCC	Office Assistant I	11.22	7/1/02
Yang, Pao	FCC	Office Assistant I	11.22	7/1/02
Craig, Melva	RC	Accounting Clerk II	12.08	7/1/02
DiQuirico, Shawna	RC	Accounting Clerk II	12.08	7/1/02
Johnson, Wanda	RC	Accounting Clerk II	12.08	7/1/02
Greathouse, Alvin	CC	Custodian	12.08	6/25/02
House, Charles	CC	Custodian	12.08	7/1/02
Price, Michael	FCC	Custodian	12.08	7/1/02 thru 9/30/02
Xiong, Chong	FCC	Job Coach	12.08	7/1/02
Vang, Nhia	FCC	Job Coach	12.08	7/1/02
Gonzalez, Sonia	FCC	Book Sales Clerk III	12.69	7/17/02
Stewart, Shaun	DO	Groundskeeper I	12.69	5/16/02 thru 6/30/03
Camargo, Carla	CC	Department Secretary	12.99	7/1/02

D. Recommendation to employ the following persons (provisional – filling vacant permanent full-time, permanent part-time position pending recruitment/selection, or replacing regular employee on leave) (continued):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Gamboa, Graciela	FCC	Department Secretary	12.99	7/8/02
Perez, Corincia	FCC	Department Secretary	12.99	7/1/02
Guerro, Corinna	FCC	Office Assistant III	14.36	6/5/02
Ostos, Cathy	FCC	Office Assistant III	14.36	7/16/02
Ratliff, Cynthia	FCC	Office Assistant III	14.36	7/1/02
Perez, Juan	RC	Instructional Technician	15.07	7/1/02
Ramirez, Aurora	RC	Instructional Technician	15.07	7/1/02
Romero, Gloria	RC	Instructional Technician	15.07	7/1/02
Ruiz, Margarita	MC	Instructional Technician	15.07	6/10/02
Avery, Henry	FCC	Accounting Technician I	17.88	7/1/02
Her, Suzanne	FCC	Job Developer	20.17	7/1/02 thru 9/30/02
Perez-Ocampo, Pedro	FCC	Job Developer	20.17	7/1/02

E. Recommendation to employ the following persons (provisional – filling vacant limited-term position pending recruitment/selection):

Name	Location	Classification	Hourly Rate	Date
Rhyne, Sylvia	RC	Food Service Worker	\$ 6.75	7/1/02
Sasaki, Voola	RC	Food Service Worker	6.75	7/1/02
Solian, Armando	RC	Food Service Worker	6.75	7/1/02
Sullivan, Leanna	RC	Food Service Worker	6.75	7/1/02
Serrato, Jeanette	RC	Department Secretary	6.91	7/1/02 thru 8/30/02
Aguirre, Gloria	RC	Food Service Specialist	7.95	7/1/02
Arellano, Alicia	RC	Food Service Specialist	7.95	7/1/02
Taff, Caroline	RC	Food Service Specialist	7.95	7/1/02
Greene, Sandra	FCC	Instructional Aide – CDL	9.69	6/10/02
Deranian, Darin	FCC	Lib/Lrn Res Asst I	11.22	6/19/02
Wulf, Karen	FCC	Office Assistant I	11.22	7/1/02
Van Dyken, Robert	DO	Maintenance Generalist	11.24	7/1/02 thru 6/30/03
Mendoza, Yolanda	RC	Accounting Clerk II	12.08	7/1/02
Arredondo, Rudy	RC	Custodian	12.08	7/1/02

E. Recommendation to employ the following persons (provisional – filling vacant limited-term position pending recruitment/selection) (continued):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Franks Jr., Gary	RC	Custodian	12.08	7/9/02
Perales, Luis	RC	Custodian	12.08	5/10/02
Gomez, Ronnie	FCC	P.E. Attendant	12.69	7/1/02 thru 9/30/02
McGraw, Brenda	FCC	Department Secretary	12.99	7/1/02
Pacada, Emelita	RC	Department Secretary	12.99	7/1/02
Mills, Susan	RC	Office Assistant III	14.36	7/1/02
Kandarian, Valyn	RC	Student Services Assistant	16.61	7/1/02
Lorenzano, Adelfa	RC	Student Pers Serv Asst	16.61	7/1/02
Granado, Fernando	FCC	Financial Aid Asst I	17.88	7/1/02
Krikorian, David	FCC	Financial Aid Asst I	17.88	7/1/02
Larsen, Dale	FCC	Financial Aid Asst I	17.88	7/1/02
Rodriguez, Eric	RC	Financial Aid Asst I	17.88	7/1/02
Sanchez, Carmen	RC	Financial Aid Asst I	17.88	7/1/02
Walker, Margaret	RC	Financial Aid Asst I	17.88	6/10/02



E. Recommendation to employ the following persons (provisional – filling vacant limited-term position pending recruitment/selection) (continued):

Name	Location	Classification	Hourly Rate	Date
Alvarado, Ana	RC	School Relations Spec	23.94	7/1/02
Quinones, Carla	RC	School Relations Spec	23.94	7/1/02

F. Recommendation to employ the following persons (retirees):

Name	Location	Classification	Hourly Rate	Date
Agrifoglio, Mary	RC	Accounting Tech II	\$ 10.85	7/1/02
Lompfrey, Eleanor	FCC	Accounting Tech II	10.85	7/1/02
Wharton, Kathryn	DO	Administrative Asst	17.03	6/24/02
Pappanduros, Margaret	FCC	Administrative Secretary	19.48	7/1/02

G. Recommendation to approve promotion of the following employees (regular):

Name	Location	Classification	Range/Step	Date
Quail, Joan	FCC	Phone Comm Oper I Position No. 2142 to Phone Comm Oper II Position No. 2142	38-A \$1947 41-B \$2201	7/1/02
(Alternate Series Promotion)				
Trexler, Gina	FCC	Cashier Position No. 2341 to Accounting Clerk III Position No. 2348	44-C \$2491 48-C \$2744	7/1/02

H. Recommendation to approve transfer of the following employees (regular):

Name	Location	Classification	Range/Step	Date
Erickson, Linda	DO	Administrative Aide Position No. 1139 to	53-E \$3868	7/1/02
	CTC	Administrative Aide Position No. 2431	53-E \$3868	
(Position Eliminated)				
Henderson, Wilhemina	FCC	Office Greet/Recept Position No. 2458 to	38-D \$2255	7/1/02
	FCC	Office Assistant II Position No. 2351	41-D \$2424	
(Position Eliminated)				
Linn, Carolyn	DO	Research Assistant Position No. 1052 to	60-E \$4152	7/1/02
	FCC	Administrative Aide Position No. 2488	53-E \$3501	
(Voluntary Demotion)				
Parker, Lynn	FCC	Accounting Technician II Position No. 2457 to	61-D \$4049	7/1/02
	FCC	Accounting Technician II Position No. 2358	61-D \$4049	
(Position Eliminated)				

I. Recommendation to approve change of status of the following employees (regular):

Name	Location	Classification	Range/Step	Date
Aguilar, Norma	FCC	Financial Aid Asst I Position No. 2106 to	57-C \$3416	7/1/02 thru
		Financial Aid Asst II Position No. 2104	60-C \$3678	
		(Article 34, Section 8 CSEA Agreement)		
Bacon, Alicia	FCC	Office Assistant III Position No. 2201 to	48-C \$2744	7/1/02 thru
		Administrative Aide Position No. 2048	53-B \$2952	
		(Article 34, Section 8 CSEA Agreement)		

I. Recommendation to approve change of status of the following employees (regular)(continued):

Name	Location	Classification	Range/Step	Date
Baker, Donna	RC	Micro Comp Res Tech	63-E	5/1/02
		Position No. 3124 to Micro Comp Res Tech Position No. 3124	\$4357 63-E + 5% \$4575	thru 5/31/02
(Assuming Additional Duties)				
Calderon, Jesse	RC	Micro Comp Res Tech	63-E	5/1/02
		Position No. 3028 to Micro Comp Res Tech Position No. 3028	\$4357 63-E + 5% \$4575	thru 5/31/02
(Assuming Additional Duties)				
Custodio, Naomi	FCC	Office Assistant II	41-C	7/1/02
		Position No. 2024 to Office Assistant III Position No. 2006	\$2312 48-A \$2491	thru 9/30/02
(Article 34, Section 8 CSEA Agreement)				
Dahill, Teresa	FCC	Office Assistant III	48-C	7/1/02
		Position No. 2006 to Financial Aid Asst I Position No. 2106	\$2744 57-A \$3100	thru 9/30/02
(Article 34, Section 8 CSEA Agreement)				
DeAlba, Jennifer	CC	Office Assistant III	48-C	6/3/02
		Position No. 5005 to Administrative Asst. Position No. 5024	\$2744 55-A \$2952	thru 9/1/02
(Replacing employee on medical leave)				
Hernandez, Daniel	DO	Groundskeeper III	50-E	7/1/02
		Position No. 1081 to Groundskeeper III Position No. 1081	\$3505 50-E + 15% \$3750	thru 6/30/03
(Assuming Additional Duties)				
Johnson, Jason	DO	Groundskeeper III	50-E	7/1/02
		Position No. 1075 to Groundskeeper III Position No. 1075	\$3505 50-E + 15% \$3750	thru 6/30/03
(Assuming Additional Duties)				

I. Recommendation to approve change of status of the following employees (regular) (continued):

Name	Location	Classification	Range/Step	Date
Johnson, Susan	FCC	Department Secretary	44-B	7/1/02
		Position No. 2287 to	\$2372	thru
		Office Assistant III	48-B	9/30/02
		Position No. 2066	\$2615	
(Article 34, Section 8 CSEA Agreement)				
Khunti, Murubhai	DO	Air Cond/Plumb Spec	63-B	7/1/02
		Position No. 1098 to	\$4050	thru
		Air Cond/Plumb Spec	63-B + 15%	6/30/03
		Position No. 1098	\$4332	
(Assuming Additional Duties)				
Mahavong, Sunnie	FCC	Office Assistant II	41-E	5/28/02
		Position No. 2016 to	\$2549	
		Student Services Specialist	52-E	
		Position No. 2016	\$3336	
(Reclassified by the Personnel Commission effective 5/28/02)				
McSwain, Holly	FCC	Office Assistant III	48-E	6/1/02
		Position No. 2290 to	\$3026	
		Administrative Aide	53-D	
		Position No. 2060	\$3255	
(Limited Term Assignment – Pending recruitment and selection)				
Peters, Richard	DO	Electrician	64-E	7/1/02
		Position No. 1110 to	\$5403	thru
		Electrician	64-E + 15%	6/30/03
		Position No. 1110	\$5780	
(Assuming Additional Duties)				
Rodriguez, Diana	RC	Department Secretary	44-A	5/28/02
		Position No. 3010 to	\$2255	
		Department Secretary	44-B	
		Position No. 3010	\$2372	
(Adjustment to initial step placement, per recommendation of manager)				
Torosian, Leah	DO	Personnel Technician	50-E	7/1/02
		Position No. 1003 to	\$3181	thru
		Personnel Assistant	X57-B	9/30/02
		Position No. 1003	\$3496	
(Article 34, Section 8 CSEA Agreement)				

J. Recommendation to approve health leave of absence of the following employees (regular):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Date</u>
Vitela, Christina	RC	Lib/Lrn Res Asst I Position No. 3030	5/30/02 thru 6/30/02

(Family Medical Leave Act)

K. Recommendation to accept resignation of the following employee (regular):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Date</u>
Lomeli, Jose	DO	Police Officer Position No. 1090	6/21/02
Vitela, Christina	RC	Library/Learning Res Asst I Position No. 3030	7/6/02

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Employment of Part-Time Faculty on Adjunct  
Faculty Salary Schedule, Summer 2002,  
Fresno City College, Reedley College,  
and North Centers

ITEM NO. 02-153

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EXHIBIT: Listings of Part-time Adjunct Faculty

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Background:

Board Policy 4120 authorizes the administration to assign part-time faculty on the Adjunct Faculty Salary Schedule and calls for submittal to the Board of names of the individuals so assigned. Enclosed herewith for Board approval are assignment rosters from Fresno City College, Reedley College, and North Centers for Summer 2002.

Recommendation:

It is recommended that the Board of Trustees approve employment of part-time faculty on the Adjunct Faculty Salary Schedule for Fresno City College, Reedley College, and North Centers for Summer 2002, as presented.



**Fresno City College  
Adjunct Instructors  
Summer 2002**

<u>Instructor</u>	<u>Subject</u>
Acuna Olivia L	Accounting Business & Technology
Allen Curtis J	Physical Education
Allen Joanne T	Business & Technology
Amaro Arthur	Chicano-Latino Studies
Anda Bonnie W	Health Science
Arguelles Margaret A	English
Armes Stephen M	History
Arsala Baryalai	English as a Second Language
Atwal Kabeljit K	Child Development
Auble Sandra	Physical Education
Avera Joshua W	Speech
Baber Roberta	Information Systems
Baker Judy M	English as a Second Language
Balogh David P	Physical Science
Banuelos Fernando	Information Systems
Barkman David C	Photography
Bartels Fred W	Physical Education
Begley Polly	Speech
Bertolani William John	Special Studies
Bigham Craig Carter	Math
Biletnikoff Jr Frederick	Fitness Center Physical Education
Bithell Kara T	Dance
Black Bull Michael I	American Indian Studies
Bluth Gary W	Physical Education
Bourbon Edilia D	Business & Technology Information Systems
Boyd Steven L	Health Science
Boydstun Susan G	Psychology
Brady Jon L	Political Science
Bragg Angela N	Psychology
Brown Robin C	Information Systems

Burger Lance D	Math
Burger Lance D	Math
Burnett Lynn B	Health Science
Bush Bethany S	Biology
Cabral Richard L	Special Studies
Cabrera-Moreno Josefina	Spanish
Caddell Joseph F	Chemistry
Calhoun A.Brian	Education
Camacho Jose	Political Science
Camacho Richard A	Physical Education
Carter Brian K	English
Caviglia Anthony	Physical Education
Cerbo Gaetano T	Building Maintenance, CTC
Cha Tua	Hmong
Chacon Kenneth R	English
Chandler Donna L	Librarian
Cheatham Stephen B	Chemistry
Chicconi Michael J	Automotive Technology
Christiansen Kirstin A	Business & Technology
Colbert Bryan	Child Development
Cole Casey E	Biology
Collins Thomas J	Information Systems
Consolatti Allen J	English
Contreras Luis A	English
Cox Chantel M	American Sign Languages
Crombie Karen M	Biology
Crooks-Cheney Judith A	Dental Hygiene
Culp Robbey C	Chemistry
Dedmond Ann	Math
Deeter Gary N	Music
Delaney Melissa A	Art
Demichillie Robert W	Physical Education
Denis-Arrue Ricardo A	Biology
Denver Monta J	Dental Hygiene
DeSoto-Liles Sylvia C	Business & Technology
Dickson Jane F	Decision Science
Discont Conrad M.	English
Dixon Gaylord Wayne	English
Donnelly Stacy R	Math
Dorn Lawrence Steven	Physical Education
	Math



Dorn Shelly M	Business & Technology
Dose Kenneth D	Physical Education
	Recreation
Dunbar-McNary Barbara	English
Dustin Ronald A	Accounting
Eckenrod Sherian H	Business & Technology
Emerling Fred M	Work Experience
Emerzian Lori C	History
Espinosa Rosemary C	English
Etezadi Touradj	Accounting
Evans Robert W	Geography
Farris Beverly M	Nursing, Registered
Farris Diana L	Information Systems
Fernandez Gabriel M	English
Fleming Jerry A	Psychology
Fletcher Eric P	Speech
Fowlkes Tracey L	Guidance Studies
Freeman Charles A	Nursing, Registered
Fritz Tommy G	Math
Fry Martha E	Accounting
	Business & Technology
Garth Rebecca H	Human Services
Garza Nereyda	Spanish
Germond Oliver	Physical Education
Ghidelli Tara M	Nursing, Registered
Gilliam Brian	Special Studies
Goins Jennifer L	American Sign Languages
Gonzales Paul N	Health Science
	Radiology Technology
Guild Catherine C	Child Development
Gutierrez Margarita D	Child Development
Gutierrez-Osborne Virginia	Biology
Gutierrez-Sauceda Nancy	Women's Studies
Haber Judith A	Biology
Halper Carin A	English
Hamp David Marc	Speech
Haney Michael E	Automotive Technology
Hansen Lorraine	Speech
Hanson Audry J	Librarian
Harralson Christina D	English

Harrison Edward E	Applied Technology
Hartman Carol A	Art
Haskell Marc C	Business & Technology
Havens Melissa	Nursing, Registered
Hawkins Timothy G	Business Administration
He Jiandong	Math
Heiderich William R	Art
Henderson Leon C	Business & Technology
Hentzler Jerry Craig	Developmental Services
Higginbotham Kathryn R	Nursing, Registered
Hoff Anunciacion	Medical Assisting
	Special Studies
Holdt-Ruiz Michelle H	Nursing, Registered
Hord John S	Music
Houghton Candace M	Child Development
Hughes Larry C	Psychology
Humphrey Robert C	English
Hurt Terry L	Business & Technology
Hyde Grant P	English
Ingoldsby Larry	History
Jamison Gregory A	Computer Science
Jarvis Janet P	Health Science
Jensen Daniel A	Math
Johal Sarbjit S	Political Science
Johansson Carl A	Biology
Johnson Donnie R	Fitness Center
Johnson Donnie Roy	Physical Education
Johnson Judith Marie	Child Development
Johnston H. Bruce	Biology
Jones Blanca L	Spanish
Jones Sarah E	Information Systems
Kane Linda L	Developmental Services
Karimbakas Spiros K	Math
Keithley Alan P	Special Studies
Kennedy-Douglas Jean L	Women's Studies
Key Roger A	Physical Science
Kimball Robert	Business & Technology
	Information Systems
Klein Annette Marie	American Sign Languages
Knight-Barfield Melissa	Women's Studies
Kretsch Donna J	English

Krohn Debra L  
Kulbeth Jean Louise  
Kumano Ralph F

Laney Jason P  
Lavery Laura L  
Leon-Meneses Judy L  
Lewis Suzanne  
Linder Colby J  
Lindsey Laura L  
Liu Hsiu-Ju Teng  
Liu Wei  
Loftis Darlene E  
Loop Steven H  
Lopez Bradley W  
Lopez Rachel  
Lotspeich Roy  
Lourido-Habib Claudia  
Ludwig Sandra L

MacDonald Cynthia Reed  
Malekzadeh Behrouz  
Marinovich Branko B  
Marsh Robert R  
Martin Sheila J  
Martinez Jesus G  
Martinez Michael H  
Martinez Renato  
Martinez Victoria  
Mason Ronald D  
Mativo Kyalo W  
Mc Henry-Rogers Cindy  
McCabe Gail M  
McCline Robin G  
McCullough Bill J  
McIlhargey Patrick J  
McLeod Todd  
Meader Mary Jo  
Megerdichian Edward G  
Mendez Vincent L  
Meyer Marilyn L  
Mikow Marilyn B  
Minar Cynthia J

Chemistry  
Dental Hygiene  
Biology

Geography  
Child Development  
Guidance Studies  
Art  
Biology  
Art  
Math  
Physical Education  
Developmental Services  
Physical Education  
Health Science  
English  
Math  
Computer Aided Drafting & Design  
Special Studies

Library Technology  
Math  
Political Science  
Math  
Business & Technology  
Spanish  
Speech  
Spanish  
Guidance Studies  
Math  
African-American Studies  
Accounting  
English  
Art  
Graphic Communications  
Linguistics  
Information Systems  
Library Technology  
Math  
Art  
Information Systems  
Child Development  
Special Studies

Morgan Edward W  
Morgan Linda J  
Moua Chai C  
Mullaly Patricia J

Mumford Jeremy T  
Murray Paulette R  
Musick William D

Nance Steven H  
Neer David  
Nelson Rebecca L  
Neufeld Kenley E  
Nichols Jess D  
Nicholson Bill G  
Nielsen Myralu M  
Norton Kristen E

Obermire Margaret  
Ochs Raquel Mercedes  
Oeser Jeffrey Arthur  
Ohanian Gregory

Okin Isaac A  
Oller Deborah N  
Ollila Mary A  
Olsen Rodney G  
Ostrander Theodore E  
Ostrand-Hess Sheri  
Otschkal Nadine L

Pacheco Joanne M  
Palmer Debora K  
Parker Sandra L  
Partoviamin Soheil  
Patty William L  
Perez Enid  
Piper Victoria P  
Pontius David L  
Porteous Scott G  
Powell John T  
Pranzo Mary L  
Pucay Dorothy D

Philosophy  
Tutorial  
Math  
Accounting  
Business & Technology  
English  
Guidance Studies  
Physical Education

Music  
Physical Education  
Business & Technology  
Librarian  
Biology  
Physical Education  
Health Science  
Education

Business & Technology  
Child Development  
Economics  
Math  
Physical Science  
African-American Studies  
English  
Art  
Biology  
Math  
Physical Education  
Recreation

Dental Hygiene  
Business & Technology  
Speech  
Tutorial  
Child Development  
Chicano-Latino Studies  
Information Systems  
Information Systems  
Biology  
Guidance Studies  
Economics  
English as a Second Language

Quinn Charles T

Theatre Arts

Racki David K

Librarian

Ragab Judith A

English

Ramos Loretta M

Speech

Raun Shirley A

Guidance Studies

Rhodes Agnes L

Math

Riddlesprigger William

English

Roberts Deborah Kay

Child Development

Rodriguez Raquel

Spanish

Roos Jennifer M

Special Studies

Rosso Mario A

Information Systems

Rowan-Ono Ellen B

English

Russell Wanda H

English

Ryle Jacqueline L

Special Studies

Samora Lawrence R

Chemistry

Sause James

Information Systems

Scheidt Richard R

Health Science

Schneider Dennis W

Physical Education

Schramm David D

Business Administration

Schreiber Nancy Simerly

Music

Schuller Michael S

Nursing, Registered

Schulthies April E

Psychology

Scott Daniel J

English

Scott Ronald A

Speech

Sears Michael E

Physical Education

Setoodeh Hassan

Information Systems

Shapazian Debra P

Accounting

Sharp Caroline S

Theatre Arts

Shelton Marilyn

Child Development

Sherry Deborah C

Child Development

Shoemaker David M

Special Studies

Shultz Joseph John

Guidance Studies

Siddaramaiah Chandrashe

Radiology Technology

Silva Amy M

Linguistics

Silva Amy M.

Speech

Silva Gilbert J

Speech

Siroky Allen J

Health Science

Sloan Larry D

History

Smith Ernest Zane

Industrial Training, CTC

Smith Jared E

Photography

Physical Education

Smith Lorraine M	Business & Technology
	Information Systems
Snowden Patrick R	Art
Solberg Eric	Physical Education
Solwazi Kehinde	African-American Studies
Sosa Susana L	Art
Sowden Kenneth R	Math
Squire-Beem Nanci A	Tutorial
Srour Abraham E	French
Stannard Michael D	Philosophy
Stanton Raymond J	Math
Stark Scott M	Physical Education
Stewart Richard J	Biology
Stricker Terrelyn R	Accounting
Taylor James C	Decision Science
Taylor Wayne R	Business & Technology
Ting Rosemary S	Information Systems
Tognazzini Brenda J	Math
Tognazzini Eugene A	Math
Torigian Marcus A	Paralegal
Tuttrup Richard J	Business & Technology
Unruh David	Math
Valdez Tara D	English
Valencia Barbara G	Sociology
Valencia Richard A	Sociology
Van Dusen Trippel Cynthia	Business Administration
Van Wyk Sharon K	Accounting
	Business & Technology
Vander Plaats William D	Business Administration
Vang Alee	Asian-American Studies
Vang Linda M	Sociology
Vasquez Ana P	Spanish
Vega Guadalupe R	Spanish
	Special Studies
Vue Pa	Guidance Studies
Waite Susan E	Applied Technology
Wall Connie L	English as a Second Language
Wallace Gina M	Political Science
Warnock Aaron M	Math
Wasemiller Peter M	Business Administration

Watts Marilyn K  
Wayte William R  
Weaver Leslee D  
Weaver Louis H  
Wengerd Bethany D  
Wickstrom Debra D

Wimer Garrett A  
Winter Robert F  
Winther-Saxe Lenna A.  
Woods Ellen Marie  
Wright Charles T

Yang Dianne  
Young Janee L

Physical Education  
Physical Education  
Film  
Geography  
Anthropology  
English  
English as a Second Language  
Astronomy  
Biology  
Photography  
Nursing, Registered  
Theatre Arts

Biology  
Speech



**Fresno City College  
Police Academy  
Adjunct Instructors  
Summer 2002**

Adolph Ronald H	Cambria Barbara J	Dunn Jeffrey Edward
Anderson Gregory V	Caporale Philip Anthony	Duran Louis Anthony
Arendt James J	Carrasco Lydia	Esmay William D
Avila Edward H	Carrillo Rudy	Fief Gary L
Baker Earle R	Castro Manuel	Field Frederick P
Bandy Beth A	Chastain Curtis E	Fielden Sue Ann
Bawcom John L	Copher John E	Fleischmann Nicholas W
Baxter Geary W	Cotter Lee G	Flores Jose G
Beck Gordon J	Craig Rodney Duane	Fraizer Todd P
Benbrook Jan F	Crecelius Timothy James	Frascona Vincent Z
Bennink Hendrikus Antonius	Crews Patricia K	Frausto Cherise A
Bessinger Drew Mark	Cruise Harold W	Frost Thomas A
Bissett Brian Dewayne	Cuthbert Neil Andrew	Fuller Zebedee
Blaha Lynda M	Dadian Neil Gordon	Gaad Allen R
Boland Eugene S	Davis Janet E	Gaines Richard K
Boston Rebecca A	Davis Terry L	Gamoian Lisa M
Boyer Peter J	Dennis Jo D	Garner Robert Charles
Bradford David Lee	Desmond Christopher P	Garza Jose V
Brand Michael	Dewall Anthony R	Gentry James R
Bray Mark A	Dobrinen Michalann	Gibeault David A
Bridges Dennis Wayne	Dodd Jeffrey B	Gines Ramon R
Brisendine Rodney B	Dooley William James	Gomez Joseph V
Burge John Hamilton	Douglass John Martin	Gonzales Henry Montenegro
Burnett Lynn B	Downing Clifford E	Green Daryl L
Button Lynn E	Downing Craig C	Grove Lori Jean
	Dryden William N	



Grove William Eugene  
Hahn Timothy Paul  
Hahus Kenneth J  
Harris Robert Edward  
Haupt Harold H  
Haynes Lorine H  
Henkle Charles M  
Hernandez Rayann J  
Herrera Cruz Jose  
Hickman Kevin D  
Hogue Jalaine C  
Jackson Patrick G  
Jacobo Henry  
Jeans William C  
Jimenez Jimmy  
Johnson Dwayne A  
Johnson Fred James  
Jones David E  
Jones Frederica K  
Joseph Mary Catherine  
Kader Philip F  
Kalpakoff Paul A  
Kaundart Earl D  
Keeney Mark Allan  
Kennedy Rodney W  
Kershaw Cheryl Ann  
King Melvin W  
Kirkhart Larry C  
Klose Thomas Lynn  
Kurtze David Albert  
Lamm Daniel E  
La-Ponte Kirkorian Shiela  
K

Law Timothy J  
Lean Thomas C  
Lee Linda L  
Leist William J  
Leonardo Susan Ann  
Louviere Richard C  
Lusk James W  
Maier John Wayne  
Maroney Al Eugene  
Martin Gary Allen  
Matsuzaki Kent H  
Mayo Edward S  
McAnulty Laurie E  
McComas Stephen H  
McCrery John D  
McFadden Matthew W  
McKinney Rosanna L  
Mechem Timothy D  
Mestas Colleen K  
Miller Veronica L  
Mims Margaret A  
Mitchell Marilyn S  
Montoya Laurel J  
Moore Robert W  
Morgan Bryan S  
Moses Christina  
Owen Richard A  
Pace Eriz Michael  
Padgett Rand A.  
Padilla Mark  
Patchell Alan D  
Pendley Kevin Lee  
Perez Gilbert Garcia

Perry Dwight D  
Pino Jon Wallace  
Planas Edward  
Rabbon Everett A  
Rabner Lee D  
Ramos Michelle A  
Reese Douglas G  
Roberts Melissa J  
Robison Michael Terrell  
Rowe Thomas John  
Salvador Michael J  
Schaffer Harry J  
Schaffer Susan Frances  
Schmidt Eric G  
Schweizer Harald O  
Shapazian Michele R  
Shumate Harold Eldon  
Don  
Silva Manuel J  
Skiles Jonathan M  
Smith David Allyn  
Smith Michael Austin  
Sorensen Christin L  
Stalker Brent William  
Stephens Jaimy C  
Stokes Douglas Ray  
Tarver James A  
Tarver Marsha L  
Taylor James L  
Tidball Terry L  
Torosian Marvin B  
Tracy Vernon J  
Tucker Judith L

Turk Leonard  
Tushnet Geoffery D  
Valenzuela Paul  
Vanmeter Leslie G  
Vogan Barbara Lyn  
Walton Terry L  
Watson James Edward  
Watson John M  
Weldon Marilyn K  
West Marty Lee  
Wilkins Stephen Kirk  
Young William L



**Fresno City College  
Fire Academy  
Adjunct Instructors  
Summer 2002**

Akers David W	Gerking Christopher	Pearson Douglas G
Baker Earle R	Gilman Kenneth Lyman	Ralls Jason M
Banta Donald Jean	Guice Daniel R	Ramsey Leslie Dean
Barrera Jr Luis B	Harold Kirk Dale	Rauch Steven T
Baxter Geary W	Henry Steven D	Reid James H
Bey Gary Irvin	Hicks H Douglas	Rogers Edward Bert
Brotsis William C	Hilvers Robert S	Rowe Deborah K
Bump Christopher Michael	Kraft Brian Lee	Sawhill Gary L
Cabral Richard L	Krippner Virginia Lynn	Shackelton James Lee
Cadigan Richard D	Lawson Kevin A	Slater Gerald Lynn
Cottom Larry L	Leigh John Robert	Smith Scott Cummins
Cox Brian Harold	MacAlpine Donald B	Stach Roger L
Damico James M	Marquez Peter J	Stemler James M
Davis James Russell	Martinez Mark R	Sulenta David W
Despain Micheal Dan	Michaels Ralph L	Sutton Donald E
Diebert Richard C	Mitchell Marilyn S	Torosian Brian G
Duaima Matthew J	Nelson John S	Watkins Mark L
Finfrock Randy A	Norman Charles Alan	Watson John M
Garfield David L	Ockey Donald A	Young Jeffrey Allan
Gastelum Jose Sanchez	O'Meara Daniel M	

**FRESNO CITY COLLEGE**  
1101 E. University, Fresno, CA 93741

**ADJUNCT COUNSELORS**  
**SUMMER 2002**

**Dennis Adkins**  
**John Arndt**  
**Fred Bartels**  
**Theron Bell**  
**Cheryl Boney**  
**Cary Boone-Jones**  
**Moire Charters**  
**Randy Christensen**  
**Donna Fujioka-Hatfield**  
**Anne Gonzalez**  
**Fatima Grisby**  
**Mymee Her**  
**Lily Hernandez**  
**Deborah Huxley**  
**Jennifer Kennedy**  
**Carolyn Kincheloe**  
**Nadezhda Kostin**  
**Yury Kostin**  
**Judy Leon**  
**Monica Lopez**  
**Tabatha Madan**  
**Doris Manock**  
**Martin Martin**  
**Michelle Meinhold**  
**Noe Mendoza**  
**Russell Mitchell**  
**Michael Nelson**  
**Ilene Newman**  
**Monica Nolasco**  
**Deborah Norman**  
**Roberta-Lynn Palamino**  
**Danielle Parrish**  
**Peter Pavich**  
**John Powell**  
**Roger Radtke**  
**Manuel Rosales-Zuribi**  
**Sandip Samra**  
**Lesia Schwartz**

**Kenneth Semien**  
**Charlton Spurlin**  
**Lynn Story**  
**William Sweeney**  
**Traci Taylor**  
**Laurie Tidyman-Jones**  
**Nancy Unruh**  
**Brent Walker**  
**Carmella Warren-Johnson**  
**Aubry Gerald Williams**  
**Mayder Xiong**  
**Tong Yang**  
**Zheng Zhang**

**REEDLEY COLLEGE  
ADJUNCT FACULTY  
SUMMER 2002**

Robert L. Cannell	EH	R.OFF
Merdith C. Cornell	PE	R.OFF
James D. Gambrell	PE	R.OFF
Blanca A. Hernandez	GS	R.OFF
Edwin F. Lombardi	PE	R.OFF
Tim Murphy	PE	R.OFF
Mark L. Norwood	SPEECH	R.OFF
Vance P. Walberg	PE	R.OFF
Brian C. Abela	CHEM	RC
Brent J. Angangan	PE	RC
Louise K. Auernheimer	OT	RC
Newton Avetisyan	MATH	RC
Shane S. Beatty	PE	RC
Jothany Blackwood	ENGL	RC
Jo Lynne Blake	OT	RC
James E. Blied	MATH	RC
Ryan J. Blodgett	GS	RC
Angela M. Cabrera	CHDEV	RC
Robert L. Cannell	NR	RC
Katherine A. Carlsen	ASL	RC
Jean M. Carroll	SPAN	RC
Usha R. Chalasani	ENGL	RC
Helen R. Chavez	SPEECH	RC
Amparo Cisneros	SPAN	RC
David G. Clark	LAND/MAG	RC
ElRay Clarkson	PE	RC
Jennifer A. Clifton	MATH	RC
Veronica Cornel	CHEM	RC
David A. Dominguez	ENGL	RC
William L. Durley	PHIL	RC
Douglas V. Favelo	HIST	RC
Lester B. Festejo	BA/ECON	RC
Shirley M. Festejo	PE	RC
Brian K. Fonseca	HLTH/PE	RC
Christine D. Gough	ASL	RC
Anna G. Guerra	OT	RC
Donna R. Halliburton	ENGL	RC
Felisa L. Heller	ESL	RC
Keith Heller	ENGL	RC
Sam Heredia	GS	RC
Rene U. Iraheta	SPAN	RC
Shannon D. Jefferies	PE	RC
Ai Kanazawa	ESL	RC
Rajwant Kaur	MATH	RC
Ryan M. LaSalle	ENGL	RC

Linda M. Launer	HLTH	RC
Ralph R. Loya	AG	RC
Terri L. Main	SPEECH	RC
James R. McCoy	SPEECH	RC
Janette L. McFarlane	CHDEV	RC
Randall B. Miller	HIST	RC
Irene B. Monk	PE	RC
Tom R. Moradian	ENGL	RC
Jordan M. Morgan	ENGL	RC
Ted Munguia	IS/OT	RC
Judith L. Nelson	DA	RC
Willard A. Nielsen, Jr.	SOC	RC
Ronald H. Nishinaka	COTR/EH	RC
Kathleen M. O'Connor	HLTH	RC
Karey J. Olson	CHDEV	RC
Lois M. Parento	DA	RC
Teresa L. Porter	AG	RC
Eugene M. Radza	GEOG	RC
Ronald W. Reimer	MATH	RC
Everett M. Sandoval	IS	RC
Betty H. Shaw	ASL	RC
Janet L. Sheldon	ENGL	RC
Samuel R. Smith	POLSCI	RC
Teresa F. Smith	OT	RC
Lisa M. Solomon	POLSCI	RC
Bryon P. Spicci	BIOL	RC
Christine T. Thomas	CHDEV	RC
George E. Tindall	MATH	RC
Laurie E. Tobenkin	ENGL	RC
Junko Ueno	ESL	RC
Esmeralda E. Valdez	ESL	RC
Dudley M. Varner	ANTHRO	RC
Cathleen Weins	PSY	RC
Bud West	AG	RC
Robert J. Yohn	EDUC	RC

**REEDLEY COLLEGE – SOUTH CENTERS  
ADJUNCT FACULTY  
SUMMER 2002**

**SANGER**

Brent J. Angangan	PE	SA
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**SELMA**

Donald J. Cleave	ENGL	SE
Anna G. Guerra	OT	SE
Stephanie L. Morris	FN	SE
Ted Munguia	OT	SE
Marc B. Patterson	ART	SE
Eugene M. Radza	GEOG	SE
Fatina K. Taha	OT	SE

**REEDLEY COLLEGE – NORTH CENTERS  
ADJUNCT FACULTY  
SUMMER 2002**

**CLOVIS**

William E. Allen	MATH	CC
Kabeljit K. Atwal	CHDEV	CC
Robert B. Bates	PHIL	CC
Christopher A. Beverly	PSY	CC
Joy L. Bjerke	MATH	CC
Nathan G. Boyer	HIST	CC
Corvin W. Brown	ENGL	CC
Jeffrey D. Burdick	ENGL	CC
Brandon L. Daher	ENGL	CC
Dennis S. Driggers	HIST	CC
Steven A. Elberg	POLSCI	CC
James M. Esquivel	MATH	CC
Janet A. Fiorentino	POLSCI	CC
Michael Gilbert	BIOL	CC
Velda H. Gillespie	HLTH	CC
Steven A. Hail	ENGL	CC
Michael H. Hannen	HIST	CC
Patrick A. Humphrey	SPEECH	CC
Stephen J. Leech	ENGL	CC
Donald F. Lopez	IS	CC
James R. McCoy	SPEECH	CC
Carolyn McGaugh	MUS	CC
Michael J. McKay	IS	CC
Thomas C. Mester	BIOL	CC
Kathy L. Morgan	PSY	CC
Brent L. Nabors	EDUC	CC
Soheil Partoviamin	IS	CC
Michelle L. Reindl	MATH	CC
Jon C. Renwick	MATH	CC
Sol A. Rodriguez	SPAN	CC
Gary W. Rogers	ENGL	CC
Melanie R. Sanwo	ENGL	CC
Warren H. Starr	ENGL	CC
Janice M. Stevens	ENGL	CC
Courtney B. Tatum	SPEECH	CC
Bradford R. Taylor	STAT	CC
Ana M. Vasquez	SPAN	CC
Michael R. Weatherly	MATH	CC
Nancy S. Youdelman	ART	CC
Carri L. Young	HLTH	CC

**MADERA**

Christopher A. Beverly	PSY	MC
Deborah S. Druley	ENGL	MC
James S. Druley	PHIL	MC



Randy K. Durbin	PE	MC
James A. Glynn	SOC	MC
Angel H. Hadley	SPEECH	MC
Lori M. Levine	ENGL	MC
Dinah Loheide	GS	MC
Greg D. Marchbanks	HLTH	MC
Amie K. Mazzoni	BIOL	MC
Dwayne A. McCalister	MATH	MC
Marilyn B. Mikow	CHDEV	MC
Charles M. Petrillose	IS	MC
Sallie D. Pfeiffer-Turpen	CHDEV	MC
Michael D. Stannard	PHIL	MC
Bradford R. Taylor	ACCTG	MC
Sona Vartanian	MATH	MC
Ana M. Vasquez	SPAN	MC

**OAKHURST**

Laura L. Burgess	MATH	OC
Marcia Freedman	CHDEV/PSY	OC
Elizabeth M. Gorski	SPEECH	OC
Bruce Hill	POLSCI	OC
Victoria P. Piper	IS	OC
Jolinda M. Thomas	GS	OC

**Reedley College  
Student Services Division**

**Part-time Counselors—Summer 2002**

<u>Name</u>	<u>Assignment</u>
Rosalinda Carrillo	Counseling
Evelia Contreras-Vasquez	Counseling
Elizabeth Crooks	Counseling – CalWORKs, North Centers
Ruby Marin-Duran	Counseling – CalWORKs, Family Advocacy
Alexandra Gonzales	Counseling – Madera
Sandie Hermosillo	Counseling
Stacy McAaron	Counseling
Ruben Ortega	Counseling – Job Placement Intern
Debbie Peterson	Counseling – CalWORKs, Soft Skills
John Sims	Counseling – Job Placement
Chris Spomer	Counseling
Tina Tyler Smith	Counseling – CalWORKs

**PART-TIME COUNSELORS  
SUMMER 2002  
NORTH CENTERS**

1. Veronica Arredondo
2. Augie Caldera
3. Maria Ensminger
4. Alexandra Gonzales
5. Dennis Gregory
6. Lupe Ramirez

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Approve New Classified  
Positions

ITEM NO. 02-154

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EXHIBIT: None

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Background:

Construction Services Assistant:

The District Operations Department is in need of construction management assistance. They would serve as the owner's representative in all day-to-day construction activities and meetings for Phase 1B of the Madera Center. Typical duties would be to oversee and report on construction progress; review change orders, review construction inspection reports, review project schedules and maintain project files, work with architects, engineers, consultants, inspectors, contractors, suppliers, operations staff, and other staff to ensure successful project completion.

Talent Search Coordinator and Talent Search Assistant:

Fresno City College has been awarded a Talent Search Grant to serve 17 schools in the target area: eleven middle schools (Ahwanee, Carver, Cooper, Fort Miller, Kings Canyon, Scandinavian, Sequoia, Tehipity, Teyana, and Tioga); and six high schools (Edison, Fresno, Hoover, McLane, Roosevelt and Sunnyside) in Fresno County. The project will serve 900 students. Two-thirds of the participants will be low-income and first-generation college students. The remaining one-third will be either low-income or first-generation college students. The purpose of the Talent Search will be to identify eligible participants who have the potential to succeed in postsecondary education and encourage them to complete secondary school. The project will encourage participants to enroll in a program of postsecondary study and will encourage and facilitate this process by providing students with financial aid information and assistance, academic advisement and support, career exploration, and college preparation and transition activities.

Item No. 02-154 (continued)

Typical duties for the Talent Search Coordinator would be to perform needs assessment research to determine the programs and activities necessary to increase enrollment and retention among target student groups, plan and implement the programs and activities including serving as liaison between district staff and target middle schools, high schools, actively promotes the programs and services provided, assists in the development and monitoring of the program budget, assigns and reviews the work of other employees and students assigned to the department. Typical duties for the Talent Search Assistant would be to assist middle school students with retention and progress to secondary education level, assist secondary grade students and parents in application and documentation for enrollment into a categorically funded project; assist high school seniors with completing financial aid, scholarship, and grant forms; conduct project orientation sessions; assist students with career guidance goals; administer student assessment instruments to determine strengths and weaknesses; collaborate with appropriate staff to score assessment instruments; determine appropriate course placement based upon assessment scores; plan and schedule academic social and cultural activities by devising a Master Calendar of Events for project students; identify students for remedial follow up who demonstrate academic deficiencies in one or more high school courses; provide in-service training for tutorial staff; monitor and evaluate the effectiveness of tutorial staff; maintain student records; enter and retrieve data on computer utilizing TRIO tracking or similar software; research and draft proposals for funding; collaborate with appropriate staff to identify and recruit project participants.

According to AR 4210.2 and education code section 88009 the Governing Board shall fix and prescribe the duties to be performed by all persons in the classified service. Following the Governing Board approval of the duties, the Director of Classified Personnel will develop the minimum qualification requirements. The minimum qualifications will then be forwarded to the Personnel Commission for their approval according to education code section 88095.

After the Personnel Commission approval of the minimum qualifications the Associate Vice Chancellor of Human Resources will meet with representatives of CSEA to negotiate the appropriate salary range.

Fiscal Impact:

None in that each new position will be funded out of project and grant money.

Recommendation:

It is recommended that the Board of Trustees fix and prescribe the duties for the following classified positions:

1. Construction Services Assistant
2. Talent Search Coordinator
3. Talent Search Assistant

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration of District Memberships in  
Educational Organizations

ITEM NO. 02-155

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EXHIBIT: None

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Background:

The 2002-03 dues billing for the District's institutional membership in the Association of Community College Trustees (ACCT) and Community College League of California (CCLC) have been received. The ACCT dues of \$2,548.00 have increased by \$79.00 from last year. Membership dues for the CCLC organization have increased from \$22,817.00 to \$23,273.00.

Recommendation:

It is recommended that the Board of Trustees approve membership in the following organizations for 2002- 2003:

- |   |             |
|---|-------------|
| (a) Association of Community College Trustees | \$ 2,548.00 |
| (b) Community College League of California    | \$23,273.00 |

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Approve VTEA (Vocational  
Technical Education Act) Title 1-C Grant for  
2002-03

ITEM NO. 02-156

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EXHIBIT: None

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Background:

This federal grant, which routes through the California State Chancellor's Office, will provide a projected allocation of \$1,349,353 to be used districtwide for support of occupational programs and related student services. Each college is responsible for developing plans based on the campus allocation. These plans and subsequent expenditure and progress reports are coordinated by the Office of Educational Services and Planning.

Recommendation:

It is recommended that the Board of Trustees:

- (a) authorize approval of the VTEA Title 1-C grant in the projected amount of \$1,349,353;
- (b) authorize renewal of future Title 1-C grants with similar terms and conditions; and
- (c) authorize the Chancellor or her designee to sign the agreement on behalf of the District.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Approve Tech Prep  
Education Program Grant for 2002-03

ITEM NO. 02-157

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EXHIBIT: None

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Background:

This grant, in the amount of \$145,260, is funded through the Carl Perkins' Vocational and Technical Education Act of 1998. It will support the full development of academic opportunities for students to gain rigorous vocational and technical skills at the secondary and post-secondary levels through enrollment in career-related programs. A major thrust of the Act is to ensure that students enrolled in vocational and technical education attain the same rigor of academics as those pursuing baccalaureate degrees.

Recommendation:

It is recommended that the Board of Trustees:

- (a) authorize approval of funding for Title II, Tech Prep Education Act, in the amount of \$145,260;
- (b) authorize renewal of the grant with similar terms and conditions; and
- (c) authorize the Chancellor or her designee to sign for the document.



STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Approve Contract Agreements  
with the California Department of Education and  
the Office of the Secretary for Education

ITEM NO. 02-158

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EXHIBIT: None

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Background:

The State Center Consortium has been awarded contract #2050 entitled Tech Prep Grant for Targeted Use in Transportation Sector. This grant is for a total of \$289,081.00. The focus of this project is to address three key components which 1) develop Articulated Curriculum Models, 2) create Multi-measure Assessments, and 3) provide Staff Development Programs for the following career pathways: 1) Air Transportation, 2) Land Transportation and 3) Water Transportation.

The State Center Consortium has also been awarded contract #1323 entitled California Tech Prep Transportation Industry Sector Work Group Project in the amount of \$70,000.00. The purpose of the grant is designed to encourage efforts to define, establish, convene, staff and coordinate/transfer/publish products of a statewide industry, both passenger and freight; commercial aviation industry, both passenger and freight; marine shipping industry, both passenger and freight; and commercial trucking industry freight. The objective is to establish a workgroup to identify the current alignment of articulated curriculum models, industry-based standards, the academic Content Standards for California Public Schools, and the common elements of industry sectors related to transportation. Upon completion of the grant the information will be widely distributed.

The State Center Consortium has also been awarded contract #SCP-00101 through the Governor's Office of Planning and Research with the State of California. This is the School-to-Career Initiative Grant in the amount of \$222,222.00. Funds received through the grant process shall be used to perform the critical functions of convening, connecting, measuring, and brokering specific services that serve to build a locally defined system that provides the connections between educators, employers, local government, and the community to improve public education for all pupils in the defined geographic area. This grant will fund our local partnership.

Item No. 02-158 (continued)

For the past year the State Center Consortium has been operating under a Building Trades and Construction Industry Sector Grant which has been extended into this fiscal year. As a matter of formality the Board of Trustees needs to approve Contract #0366, Amendment #5 to augment the original grant by \$123,892.00 for the 2002-2003 fiscal year.

The State Center Consortium has also been operating under an Integrated Work-based Learning Grant that has been extended for another year. The Board of Trustees needs to approve Contract #0368, Amendment #5 to augment the original grant by \$123,892.00.

The Cal-Pro-Net Center has operated under contract #7170 for several years. It is currently being augmented by \$9,473.00. Once again, as a matter of formality the Board of Trustees needs to approve this amendment #4.

The Cal-Pro-Net Center of Fresno City College has been awarded an additional Nutrient Standard Menu Planning Grant. This grant is much like those awarded in the past wherein the staff will provide workshops and inservices regarding child nutrition and menu planning. Contract #1372 is in the amount of \$35,000.00.

Fiscal Impact:

None

Recommendation:

It is recommended that the Board of Trustees approve contract agreements with the California Department of Education and the Office of the Secretary for Education as listed below:

1. Contract #2050 – Tech Prep Grant for Targeted Use in Transportation Sector in the amount of \$289,081.00
2. Contract #1323 – Tech Prep Transportation Industry Sector Work Group Project in the amount of \$70,000.00
3. Contract #SCP-00101 – School-to-Career Initiative Grant in the amount of \$222,222.00
4. Contract #0366 amendment #5 – Building Trades and Construction Industry Sector Grant in the amount of \$123,892.00
5. Contract #0368, Amendment #5 – Integrated Work-based Learning Grant in the amount of \$123,892.00
6. Contract #7170, Amendment #4 – Cal-Pro-Net Center in the amount of \$9,473.00
7. Contract #1372 – Nutrient Standard Menu Planning Grant in the amount of \$35,000.00

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Review of District Warrants and Checks

ITEM NO. 02-159

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EXHIBIT: None

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Recommendation:

It is recommended that the Board of Trustees review and sign the warrants register for the period June 18, 2002, to July 31, 2002, in the amount of \$16,431,671.58.

It is also recommended that the Board of Trustees review and sign the check registers for the Fresno City College and Reedley College Co-Curricular Accounts and the Fresno City College and Reedley College Bookstore Accounts for the period June 14, 2002, to July 24, 2002, in the amount of \$358,317.62.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Accept Construction Project,  
Renovations to Building T-500,  
Fresno City College

ITEM NO. 02-160

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EXHIBIT: None

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Background:

The project for the Renovations to Building T-500, Fresno City College, is now substantially complete and ready for acceptance by the Board of Trustees.

Recommendation :

It is recommended that the Board of Trustees:

- a) accept the project for Renovations to Building T-500, Fresno City College; and
- b) authorize the Chancellor or her designee to file a Notice of Completion with the County Recorder.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Accept Maintenance Project,  
Painting of Superstructure, Ratcliff Stadium,  
Fresno City College

ITEM NO. 02-161

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EXHIBIT: None

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Background:

The project for Painting of Superstructure, Ratcliff Stadium, Fresno City College, is now substantially complete and ready for acceptance by the Board of Trustees.

Recommendation :

It is recommended that the Board of Trustees:

- a) accept the project for Painting of Superstructure, Ratcliff Stadium, Fresno City College; and
- b) authorize the Chancellor or her designee to file a Notice of Completion with the County Recorder.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

AMENDED  
DATE: August 6, 2002

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SUBJECT: **Consideration to Accept Maintenance Project, Painting, Exterior/Interior, Various Buildings, Reedley College**      ITEM NO. **02-161a**

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EXHIBIT: **None**

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**Background:**

The project for the **Painting, Exterior/Interior, Various Buildings, Reedley College**, is now substantially complete and ready for acceptance by the Board of Trustees.

**Recommendation :**

**It is recommended that the Board of Trustees:**

- a) **accept the project for Painting, Exterior/Interior, Various Buildings, Reedley College; and**
- b) **authorize the Chancellor or her designee to file a Notice of Completion with the County Recorder.**

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration of Claim Against State Center  
Community College District, Patricia Adams

ITEM NO. 02-162

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EXHIBIT: Claim

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Background:

The District is in receipt of a claim submitted on behalf of Patricia Adams and the Board is asked to take action in accordance with the Government Code. The Board must reject the claim where there is a question of District liability and the amount of the claim is disputed. The claim has been submitted to the JPA and its Claims Administrator for defense coverage.

Fiscal Impact:

District – none; VIP JPA - unknown

Recommendation:

It is recommended that, in accordance with established procedures, the Board of Trustees reject the claim submitted on behalf of Patricia Adams and direct the Chancellor or her designee to give written notice of said action to the claimant.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

SUBJECT: Consideration to Authorize Year-end  
Balancing Transfers and to Adopt  
Resolution Authorizing Inter-fund  
Transfers - 2001-02 Fiscal Year

ITEM NO. 02-163

EXHIBIT: Resolution

Background:

Education Code 85201 authorizes districts to make year-end transfers to balance the major object accounts (i.e., certificated salaries, classified salaries, etc.) prior to closing the books for the fiscal year. The administration has identified areas of the 2001-02 budget where transfers will be required. It is necessary for the Board of Trustees to authorize year-end balancing transfers to more accurately reflect actual revenues and expenditures incurred during the fiscal year.

In addition, Districts are authorized to provide inter-fund transfers to properly account for District monies. Inter-fund transfers require an adopted Resolution authorizing the Fresno County Office of Education to complete the transfers. Following is a summary of inter-fund transfers for 2001-02:

Transfer From	Transfer to	Amount	Description
General Fund	Capital Projects Fund	\$ 522,460	Interest Income
General Fund	Capital Projects Fund	\$ 185,000	FCC ADA Match
General Fund	Capital Projects Fund	\$ 500,000	NE Fresno/Clovis Center
General Fund	Capital Projects Fund	\$1,500,000	LAN/WAN, Phase III
Bookstore Fund	Capital Projects Fund	\$ 200,000	Ratcliffe Renovation



Recommendation:

It is recommended that the Board of Trustees:

- a) authorize year-end balancing transfers for the 2001-02 fiscal year;
- b) approve Resolution No. 02-163 authorizing inter-fund transfers for the quarter ended June 30, 2002; and
- c) authorize filing said Resolution with the Fresno County Office of Education.

RESOLUTION NO. 02-163

AUTHORIZING INTER-FUND TRANSFERS

WHEREAS, the Board of Trustees has authorized establishment of the General Fund, Capital Projects Fund, Decision Package Fund, Bookstore Fund, and Co-Curricular Fund for the purpose of properly accounting for revenues and expenditures; and

WHEREAS, in order to maintain consistent accounting practices, it will be necessary to transfer \$2,707,460 from the General Fund to the Capital Projects Fund and \$200,000 from the Bookstore Fund to the Capital Projects Fund;

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 02-163 be approved transferring \$2,707,460 from the General Fund to the Capital Projects Fund and \$200,000 from the Bookstore Fund to the Capital Projects Fund.

\* \* \* \* \*

The foregoing Resolution was adopted upon motion of Trustee \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_, at a regular meeting of the Board of Trustees of the State Center Community College District on this 6<sup>th</sup> day of August, 2002, by the following vote, to wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Ron Manfredi, Secretary, Board of Trustees  
State Center Community College District

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Approve Annual  
Schedule of Materials Fees and Increase  
in Transcript Fees, Districtwide

ITEM NO. 02-164

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EXHIBIT: Materials Fee Schedule

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Background:

Title V of the California Code of Regulations allows districts to charge instructional materials fees for materials which are of continuing value to the students outside of the classroom setting, including, but not limited to, textbooks, tools, equipment, clothing, and those materials which are necessary for a student's vocational training and employment.

Many of the non-credit courses and various credit courses provide programs which are appropriate for assessment of an instructional materials fee. These programs include such items as woodworking projects, flower arranging, ceramics projects, and welding projects. Because these materials are of continuing value to the students and in most cases are retained by the students, it is appropriate to charge a materials fee. It should be noted that the fee cannot exceed the actual cost of the materials provided and cannot be a prerequisite to taking the available class. In order to provide courses of this nature, the District must rely upon the students paying the expenses for the value of the personal items; therefore, it is necessary for the Board of Trustees to adopt an instructional materials fee schedule for assessment of the appropriate fee.

Also, as an additional source of revenue for the District, the administration is recommending an increase in transcript fees from \$2.00 to \$5.00 for paid transcripts effective September 1, 2002. In accordance with past practice, the first two transcripts will be issued free of charge. The increased fee of \$5.00 is consistent with the fee charged by other California community colleges.

Fiscal Impact:

Materials Fee Schedule – N/A; Transcript Fees – additional \$45,000 per year based upon 15,000 paid transcripts (from \$30,000 to \$75,000 per year)

Recommendation:

It is recommended that the Board of Trustees:

- a) adopt a schedule of materials fees for the 2002-03 fiscal year; and
- b) approve an increase in transcript fees from \$2.00 to \$5.00 per paid transcript, effective September 1, 2002.

**Fresno City College  
Materials Fees  
2002-2003**

<u>Course ID</u>	<u>Title</u>	<u>Amount</u>
AC 50	Mech. Refrig Prin	\$30 – 50
AC 51	Elec. Systems	\$30 – 50
AC 53	Measure and Diag	\$30 – 50
AC 260C	Residential Heating	\$30 – 50
ACRT 51	Basic ACR	\$30 – 50
ACRT 51A	Basic ACR	\$30 – 50
ACRT 51B	Basic ACR	\$30 – 50
ACRT 53	Advanced ACR	\$30 – 50
ACRT 53A	Advanced ACR	\$30 – 50
ACRT 53B	Advanced ACR	\$30 – 50
AJ 200	Interview and Interr	\$10
AJ 219	Basic Course Recertification	\$121
AJ 270	Basic Pol. Acad	\$85
AJ 271	BRPAL3/P1PC832	\$35
AJ 276	Basic Supervisors	\$20
AJ 278	Pub Safety Disp	\$24.80
AJ 291	Field Train Officer	\$28
AJ 293	Drugs – H & S 11550	\$20
AJ 294	Officer Safety	\$15
AJ 273	BRPA, LEV 2	\$32
AJ 274	BRPA, LEV 1	\$28
AMCTC 372	Engine Perform	\$3
AMCTC 373	Brakes Suspension	\$3
ART 11	Beginning Sculpture	\$30-50
ART 21	Intermediate Sculpture	\$30-50
AUTO 52	Auto Elec Systems	\$30-50
AUTO 53	Engine Perform	\$30-50
AUTO 54	Suspns/Ster/Align	\$30-50
AUTO 55	Power Trains	\$30-50
AUTO 261A	Clean Air Car 1	\$30-50
AUTO 261B	Clean Air Car 11	\$30-50
AUTO 262A	Elec Tmg Prj A6	\$30-50
AUTO 262B	Eng Perf Tmg A8	\$30-50
AUTO 262C	Adv Eng Tmg L1	\$30-50
AUTO 281A	Power Train Sys 1	\$30-50
AUTO 282A	Suspen/Alignment	\$30-50
AUTO 282B	Braking Systems	\$30-50
AUTO 283A	Engine Perf/Diag	\$30-50
AUTO 286	Auto Info Systems	\$30-50

AUTO 9	Auto Essentials	\$30-50
AUTO 292	ASE Cert Prep	\$30-50
AUTO 294	Lmp/Brk Adj Prep	\$30-50
CABNT 51	Cabinetmaking	\$30-50
CABNT 51b	Adv Cabinetmaking	\$30-50
CABNT 53	Furn Constr/Wood	\$30-50
CAM 10	CNC Mill Prg/OP1	\$20
CAM 20	CNC Mill Prg/OP2	\$30
CAM 30	CNC Mill Prg/OP3	\$30-50
CAM 40	CNC Lathe Prg/Op	\$30-50
CAM 50	Spec Proj/Pretn	\$30-50
HLTH 1	Contemp Hlth Issues	\$1
MMCTC 370	Weld & Mach Shop	\$3
MMCTC 371	Hydraulics-Pneum	\$3
MMCTC 372	Electrical Fund	\$3
PE 15A	Weight Train – Wmn	\$4
PE 15B	Weight Train – Men	\$4
SPST 47	Crim Fld Resrch	\$300
TA 47	Shakespeare	\$445.46
WELD 2A	Intro Weld Tech	\$30-50
WELD 2B	Adv MIG & TIG	\$30-50
WELD 3A	Design & Fabr	\$30-50
WELD 3B	Adv Design & Fabr	\$30-50
WELD 4A	Struc Steel Cert	\$30-50
WELD 4B	Pipe, Tube & Cert	\$30-50

REEDLEY COLLEGE  
Instructional Materials Fees  
Fall 2002 – Spring 2003

ART 10	Beg Ceramics	\$5.00
ART 10X	Beg Ceramics	\$5.00
ART 20	Int Ceramics	\$5.00
ART 20X	Int Ceramics	\$5.00
ART 37A	Computerized Visual Art	\$10.00
ART 38	Computer Digital Imaging	\$10.00
ART 43	Adv Projects - Ceramics	\$5.00
ART 43	Adv Projects - Photo	\$6.00
ART 137A	Comp Vis Art/Photo	\$5.00
AUTOT 10	Auto Tech	\$39.00
AUTOT 11	Auto Tech	\$39.00
EH 35	Floral Design	\$45.00
EH 38	Adv Floral Design	\$45.00
EH 260A	Adv Floral Design	\$45.00
EH 260C	Florl Des Capstne	\$45.00
EH 260R	Food Preservtn	\$20.00
EH 260S	Veg Grdn Cook I	\$10.00
EH 260T	Veg Grdn Cook II	\$10.00
NR 5	Wildlnd Fire Tech	\$35.00
NR 32	Museum Taxidermy	\$15.00
NR 108	Intro Fld Stdy	\$30.00
NR 109	Forest Fld Stdy I	\$30.00
NR 115	Adv Fld Stdy	\$30.00
PHOTO 10	Bas Black/White	\$6.00

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Approve Agreement with  
Fresno County Economic Opportunities  
Commission for Fresno Neighborhood  
Jobs Network

ITEM NO. 02-165

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EXHIBIT: None

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Background:

For the past several years Fresno City College has been involved with the Fresno Neighborhood Jobs Network (FNJN) to provide delivery of Welfare-to-Work services. The Fresno County Economic Opportunities Commission (FCEOC) provides oversight responsibilities for administration of this program and allocation of funds.

In order to continue Fresno City College's involvement in this program, which provides decentralized services throughout the community to bring employment and training services to accessible sites, it is recommended that the District enter into an Agreement for the six-month period of July 1, 2002, to December 31, 2002, as a contractor to the FCEOC. This contract provides funding up to \$45,000 for services provided through FNJN.

Recommendation:

It is recommended that the Board of Trustees:

- a) authorize an Agreement between the Fresno County Economic Opportunities Commission and Fresno City College in an amount up to \$45,000 for the coordinated delivery of Welfare-to-Work services for the period July 1, 2002, through December 31, 2002;
- b) authorize renewal of the Agreement with similar terms and conditions; and
- c) authorize the Chancellor or her designee to sign the Agreement on behalf of the District.



STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Approve Agreement with  
Fresno County Superintendent of Schools  
for an Early Care and Education Center,  
Fresno City College

ITEM NO. 02-166

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EXHIBIT: None

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Background:

The Fresno County Superintendent of Schools has agreed to provide to Fresno City College the sum of \$429,880 for the development of an Early Care and Education Resource Center. The Center will coordinate and provide outreach services to early care and education programs and family child care providers to offer training, education and technical assistance information and resources on issues related to the improvement of quality services. The term of the Agreement will be from July 1, 2002, through June 30, 2003.

Recommendation:

It is recommended that the Board of Trustees:

- a) authorize an Agreement in the amount of \$429,880 with the Fresno County Superintendent of Schools for the period July 1, 2002, through June 30, 2003, for the development of an Early Care and Education Resource Center; and
- b) authorize the Chancellor or her designee to execute the Agreement on behalf of the District.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Approve Agreement with  
California Department of Education for  
Facilities Renovation and Repair, Fresno  
City College Child Development Center

ITEM NO. 02-167

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EXHIBIT: None

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Background:

The District has been notified that our application for Facilities Renovation & Repair funding has been approved in the amount of \$6,996. This funding will be used to repair and replace damaged items in the Fresno City College Child Development Center. The performance period of the Agreement will be for the period June 1, 2002, through June 30, 2004.

Recommendation:

It is recommended that the Board of Trustees:

- a) authorize entering into an Agreement with the California Department of Education for Facilities Renovation & Repair funding for the Fresno City College Child Development Center in the amount of \$6,996 for the period June 1, 2002, through June 30, 2004; and
- b) authorize the Chancellor or her designee to sign the Agreement on behalf of the District.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Approve Agreement with  
California Community Colleges Chancellor's  
Office for 2002-03 Teacher and Reading  
Development Partnerships, Fresno City College

ITEM NO. 02-168

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EXHIBIT: None

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Background:

Because of the tremendous student population growth in California, as well as such programs as class size reductions for grades K-3, California is experiencing a tremendous shortage in qualified teachers. In response to this shortage and Governor Davis's call for more teachers, Fresno City College applied for a grant to recruit college students, community members, and high school seniors to pursue teaching as a career. In addition to the recruitment of prospective teachers, the grant would enhance partnerships through CSUF and Fresno Pacific for developing programs and exchanging information regarding students interested in teaching. Additionally, the grant would provide for teacher preparation curriculum enhancement and a specific goal to assist in improving children's reading skills.

The District will receive the third year of funding under a Teacher and Reading Development Partnerships Grant, totaling \$33,660, commencing August 1, 2002, through December 31, 2003. This program will be fully funded by the grant and will assist in the recruitment and development of prospective teachers for the California Educational System.

Recommendation:

It is recommended that the Board of Trustees:

- a) authorize entering into an Agreement with the California Community Colleges Chancellor's Office for a Teacher and Reading Development Partnerships Grant in the amount of \$33,660, commencing August 1, 2002, through December 31, 2003;
- b) authorize renewal of the Agreement with similar terms and conditions; and
- c) authorize the Chancellor or her designee to sign the Agreement on behalf of the District.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Adopt Resolution  
to Lease Surplus District Real Property

ITEM NO. 02-169

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EXHIBIT: Resolution

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Background:

The District has been approached by a company that needs a location for an antenna and a small, prefabricated building for its equipment. The antenna would be located on a new steel monopole. The lease area is located at the corner of Cambridge and San Pablo Avenues behind the Allied Health Building. This is in the south corner of the existing gravel parking lot. This area will not be usable when the parking lot is eventually developed. The area under discussion is approximately 805 square feet.

The Education Code requires that proposals be solicited when any public property is made available for lease. A Resolution has been prepared and is enclosed providing the authorization to solicit bids and the basic minimum requirements for the proposals. It further authorizes the Chancellor or her designee to accept bids on behalf of the Board of Trustees. The final contract will be presented to the Board of Trustees at its meeting in September, establishing the highest bidder and all of the final terms and conditions.

Recommendation:

It is recommended that the Board of Trustees:

- a) adopt the Resolution of Intention to Lease Real Property which consists of approximately 805 square feet of land located at the northwest corner of Cambridge and San Pablo Avenues; and
- b) authorize the Chancellor or her designee to accept bids on behalf of the District

BEFORE THE BOARD OF TRUSTEES  
OF THE STATE CENTER COMMUNITY COLLEGE DISTRICT  
RESOLUTION NO. 02-169

In the Matter of ) Resolution of Intention to Lease  
 ) Real Property  
The Lease of District Property )  
\_\_\_\_\_ )

WHEREAS, the Board of Trustees of the State Center Community College District (“District”) finds that certain real property owned by the District is not and will not be needed by the District for school classroom purposes.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the State Center Community College District hereby declares that it is the intention of the Board of Trustees to lease real property belonging to the District, pursuant to the provisions of Section 81360, et seq., of the California Education Code. The real property to be leased by the District (the “Property”) is described in Exhibit “A,” attached hereby and incorporated by reference herein.

Sealed bids will be opened and considered at a public meeting by the Vice Chancellor, Finance & Administration, of State Center Community College District on the 29<sup>th</sup> day of August, 2002, at the hour of 2:00 p.m., or as soon thereafter as the matter can be heard in accordance with Education Code Sections 81370, 81371, and 81372. Bids must be enclosed in a sealed envelope, addressed to State Center Community College District, Attn: Vice Chancellor, Finance & Administration, and delivered to the office of the Vice Chancellor, Finance & Administration, at the District Office located at

1525 East Weldon Avenue, Fresno, California 93704, on or before 2:00 p.m. on August 29, 2002. All bids should be submitted on the attached bid proposal form.

After the opening of the sealed bids, oral bids will be called for, subject to the conditions specified in this Resolution and applicable law. To be considered an oral bid must exceed the highest written bid by at least five percent (5%). The highest oral bidder must immediately prepare a written bid at the close of oral bidding.

The lease shall be for a term of thirty (30) years. The minimum bid which will be considered by the governing board for the property is Seven Hundred and No/100ths Dollars (\$700.00) per month, increasing by three percent (3%) per year.

The successful bidder shall be required to enter into an Agreement acceptable to the District. A sample Agreement which is acceptable to the District is available for review. Interested bidders may obtain the sample agreement from the Vice Chancellor, Finance & Administration, at the District Office.

The District reserves the right to reject any and all bids and to waive any informality in the bidding.

Acceptance of any bid by the Vice Chancellor, Finance & Administration, shall not constitute final acceptance of the offer to enter into contract. Only after the Board of Trustees of State Center Community College District ratifies such an Agreement shall a contract be formed.

BE IT FURTHER RESOLVED that notice hereof be given by posting copies of this Resolution, signed by at least two-thirds (2/3) of the members of this Board, in three (3) public places within the State Center Community College District for not less than fifteen (15) days before the date of said public meeting herein referred to and by

publishing a copy of this Resolution once a week for three (3) successive weeks in a newspaper of general circulation.

Adopted this 6<sup>th</sup> day of August, 2002, at this duly called regular meeting of the Board by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Phillip J. Forhan, President

\_\_\_\_\_  
Adolfo Corona, Vice President

\_\_\_\_\_  
Ron Manfredi, Secretary

\_\_\_\_\_  
Patrick E. Patterson, Trustee

\_\_\_\_\_  
Dorothy Smith

\_\_\_\_\_  
William J. Smith

\_\_\_\_\_  
Leslie W. Thonesen

**EXHIBIT A**

**LEGAL DESCRIPTION OF LESSOR'S PROPERTY**

Lessor's Property of which Premises are a part is legally described as follows:

City of Fresno

**PARCEL 1:**

Lots 1 through 8, inclusive, in Block 4 of Normal Vista, according to the map thereof recorded in Book 8 Page 78 of Plats, Fresno County Records.

APN 444-165-10T (portion)

**PARCEL 2:**

All of Block 10 of Oakwood No. 2, according to the map thereof recorded in Book 8 Page 82 of Plats, Fresno County Records.

APN 444-165-10T (portion)



STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 EAST WELDON AVENUE  
FRESNO, CA 93704

B I D F O R M

RESOLUTION OF INTENTION TO LEASE REAL PROPERTY

Written Bid Opening: 2:00 P.M., August 29, 2002  
Oral Bids: FOLLOWING OPENING OF WRITTEN BIDS

BOARD OF TRUSTEES:

I hereby submit my bid for the lease of property as described in the bid document:

BID PRICE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )

BIDDER NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: ( \_\_\_\_\_ ) \_\_\_\_\_

DATED: \_\_\_\_\_

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Adopt Resolution Regarding  
Construction Funding for Phase 1B Facilities,  
Madera Center

ITEM NO. 02-170

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EXHIBIT: Resolution

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Background:

The process for funding construction of Phase 1B Facilities, Madera Center, requires that the Board approve the enclosed Resolution. This is the vehicle that provides for construction funding from the sale of bonds issued by the State Public Works Board and sets up the lease of the site and facility during the period in which the bonds are being repaid. This is a standard procedure for State-funded capital construction projects.

Recommendation:

It is recommended that the Board of Trustees:

- a) adopt Resolution No. 02-170 regarding construction funding for Phase 1B Facilities, Madera Center; and
- b) authorize the Chancellor or her designee to sign the required documents on behalf of the District.

RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
AUTHORIZING THE EXECUTION AND DELIVERY OF  
A SITE LEASE, A FACILITY LEASE, A CERTIFICATE AND A  
CONSTRUCTION AGREEMENT CONCERNING THE ISSUANCE OF LEASE  
REVENUE BONDS BY STATE PUBLIC WORKS BOARD FOR  
THE ACADEMIC FACILITIES, PHASE 1B AT  
MADERA CENTER AND APPROVING RELATED  
ACTIONS IN CONNECTION THEREWITH

WHEREAS, Chapter 33, of the Statutes of 2002, Section 34 (the "Law") contains an appropriation for the construction and equipping of the Academic Facilities, Phase 1B at Madera Center in Madera, California (the "Project"), payable from the proceeds of bonds, negotiable notes or negotiable bond anticipation notes (collectively, the "Obligations") to be issued by the State Public Works Board pursuant to the State Building Construction Act of 1955 (commencing at Government Code Section 15800), (the "Act");

WHEREAS, the State Center Community College District (the "District") has determined that it is in the public interest to request the State Public Works Board to obtain an interim loan from the General Fund or Pooled Money Investment Account (the "Interim Loan") to provide funds for the construction and equipping of the Project on behalf of the District;

WHEREAS, the District will provide and perform all activities required to construct and equip the Project on behalf of the State Public Works Board pursuant to a Construction Agreement (the "Construction Agreement") between the State Public Works Board and the District;

WHEREAS, in order to obtain the Interim Loan the State Public Works Board will covenant to issue the Obligations in order to repay the principal of and interest on the Interim Loan;

WHEREAS, the Obligations will be special obligations of the State Public Works Board payable solely from certain pledged revenues which shall include the annual rental payments payable by the District pursuant to the Facility Lease (as hereinafter defined);

WHEREAS, in order to induce the State Public Works Board to covenant to issue the Obligations and to provide for the payment of the principal of and interest on the Obligations, the District must agree to lease the real property owned by the District upon which the Project is constructed (the "Site") to the State Public Works Board pursuant to a site lease (the "Site Lease"), and the State Public Works Board will lease back the Site and the Project to the District pursuant to a facility lease (the "Facility Lease");

WHEREAS, it is the intent of the District that the Chancellor of the California Community Colleges shall, in addition to revenues calculated for apportionment to community college districts pursuant to Section 84750 of the Education Code, apportion state aid equal to the amount necessary to meet the annual rental payments pursuant to the Facility Lease:

WHEREAS, the District shall authorize, pursuant to the Facility Lease, the Chancellor of the California Community Colleges and the Controller of the State of California to withhold from its annual apportionment the amount of funds necessary to satisfy its annual rental payments pursuant to the Facility Lease, which shall include an authorization to withhold the additional apportionment amount and the amount determined by the Chancellor of the California Community Colleges to be the District's proportional share of such rental payments;

WHEREAS, while it is the intent of the District and the Chancellor of the California Community Colleges that such funds be appropriated annually as part of the State's general apportionment of funds for the California Community Colleges, the District's obligation to pay rental payments pursuant to the Facility Lease shall be an obligation payable from any lawfully available funds of the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the State Center Community College District as follows:

1. The proposed form of the Construction Agreement, by and between the District and the State Public Works Board, as presented to this meeting, is hereby approved. The President or Vice President of Business Services for the District (the "Authorized District Officer") is hereby authorized and directed, on behalf of the District, to execute, and deliver the Construction Agreement in substantially the form presented to this meeting, with such insertions and changes therein as the Authorized District Officer with the concurrence of the State Public Works Board and with the advice of counsel may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

2. The proposed form of Site Lease, by and between the District and the State Public Works Board, as presented to this meeting, is hereby approved. The Authorized District Officer is hereby authorized and directed, on behalf of the District, to execute and deliver the Site Lease in substantially the form presented to this meeting, with such insertions and changes therein as the Authorized District Officer with the concurrence of the State Public Works Board and with the advice of counsel may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

3. The proposed form of Facility Lease by and between the District and the Public Works Board, as presented to this meeting, is hereby approved. The Authorized District Officer is hereby authorized and directed, on behalf of the District, to execute and deliver the Facility Lease in substantially the form presented to this meeting, with such insertions and changes therein as the Authorized District Officer with the concurrence of the State Public Works Board and with the advice of counsel may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

4. The proposed form of Certificate of the Trustees, as presented to this meeting, is hereby approved. The Authorized District Officer is hereby authorized and directed, on

behalf of the District, to execute and deliver the Certificate in substantially the form presented to this meeting, with such insertions and changes therein as the Authorized District Officer with the concurrence of the State Public Works Board and with the advice of counsel may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

5. The officers of the District are hereby authorized and directed, for and in the name and on behalf of the District to do any and all things, take any and all actions and execute and deliver any and all agreements, documents and certificates (including, without limitation, Exhibit A attached to this resolution, the Continuing Disclosure Agreement, a Tax Certificate, etc.) which they, or any of them; may deem necessary or advisable in order to facilitate the Interim Loan and the lawful issuance and delivery of the Obligations by the State Public Works Board.

6. This resolution shall take effect immediately upon its passage.

**EXHIBIT A**

**CERTIFICATE OF THE STATE CENTER COMMUNITY COLLEGE DISTRICT**

The undersigned President or Vice President of Business Services, of the STATE CENTER COMMUNITY COLLEGE DISTRICT (the "District") hereby acknowledges and certifies with respect to the resolution (the "Resolution") of the State Public Works Board of the State of California (the "Board") authorizing the sale of the Board's Lease Revenue Bonds STATE CENTER COMMUNITY COLLEGE DISTRICT – ACADEMIC FACILITIES, PHASE 1B (the "Bonds") as follows:

1. By enactment of Chapter 33 of the Statutes of 2002, Section 34 (the "Law"), the Legislature of the State of California has authorized the Board to issue the Bonds for the construction and equipping for a Academic Facilities, Phase 1B at Madera Center in Madera, California (the "Project") for the District.
2. The District has requested the (1) Board to authorize issuance of the Bonds and (2) the Director of the Department of Finance of the State of California (the "Director of Finance") to request a General Fund Loan and/or request that the Pooled Money Investment Board (the "PMIB") make a loan to pay for the costs of construction and equipping of the Project prior to issuance of the Bonds (the "Interim Loan").
3. The District understands that the Director of Finance and the PMIB require that the Board covenant to issue the Bonds before an Interim Loan will be made. The District further understands that subsection (f) of the Law requires that in the event the Bonds authorized for the Project are not sold, the District shall commit a sufficient portion of its current annual apportionment to repay all interim finance costs associated with the Project.

4. The Project is to be located on District owned real property and the District agrees to transfer possession and control of this property to the Board pursuant to a site lease, the form of which was approved by the Board in the Resolution (the "Site Lease") and the Board will lease said real property and the Project to the District pursuant to the facility lease, a form of which was approved by the Board in the Resolution (the "Facility Lease").

5. The District understands that, in accordance with California Government Code Section 15830, the Bonds will be secured solely by rental payments made by the District pursuant to the Facility Lease. The District acknowledges that in Section 3 of the Facility Lease the District authorizes the Chancellor of the California Community Colleges and the State Controller to withhold from its annual apportionment an amount sufficient to fully pay the District's rental obligations under the Facility Lease and that this authorization has precedence over other expenditure obligations of the District.

6. The District will use the Project only in a manner and to the extent that such uses shall be permitted under the Internal Revenue Code of 1986, as amended, so as to assure the tax-exempt status of the Bonds at all times.

7. The District understands that the Board was induced to authorize issuance of the Bonds by the District's covenant to execute and deliver and perform under the Site Lease and the Facility Lease and all certificates, agreements or other documents that the Chair or the Administrative Secretary of the Board may deem necessary or desirable to carry out the purposes of the Resolution (the "Security Documents").

8. The District has approved the Security Documents and certifies that it will execute and deliver and perform under the Security Documents when and as requested by the Board.



9. The District acknowledges that if it fails to execute and deliver and perform under the Security Documents, the Board will be entitled to seek judicial or other relief to compel such execution, delivery and performance.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands.

Date: \_\_\_\_\_, 200\_\_

Name

Office

Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary of the Board of Trustees of the State Center Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of said District duly and regularly and legally held at the regular meeting place thereof on \_\_\_\_\_, of which meeting all of the members of the Board of Trustees of said District had due notice and at which a majority thereof were present.

At said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Secretary of the Board of Trustees of the  
State Center Community College District

## CONSTRUCTION AGREEMENT

THIS AGREEMENT, made as of August 9, 2002 by and between the State Public Works Board of the State of California (hereinafter called the "Board") and the State Center Community College District (hereinafter called the "District"),

### W I T N E S S E T H:

WHEREAS, the State Building Construction Act of 1955 (commencing at Government Code Section 15800) (the "Act") and Chapter 33 of the Statutes of 2002, Section 34 (the "Law"), the Legislature has authorized the Board to finance the construction and equipping for the District of a Academic Facilities, Phase 1B (the "Project"), as such, the Board is contracting with the District for all activities required to construct and equip the Project;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Board hereby declares its intention, through the use of an interim loan from the State of California's General Fund or Pooled Money Investment Account pursuant to Government Code Section 15849.1 or 16312, respectively, to finance the Project as authorized by the Act and the Law.
2. The District hereby agrees to provide and perform all activities required to construct and equip the Project on behalf of the Board in accordance with the applicable provisions of the Act and the Law and in accordance with the District's established policies and procedures for the construction of major capital projects.

3. Funds shall be disbursed to the District in accordance with the Board's resolution and the loan authorized thereby and under claim procedures which shall provide for cash advances.

4. The Board does hereby authorize and direct the District to execute and deliver a contract or contracts for the construction of the Project, provided that such contracts are within the cost and scope previously approved by the Board. Prior to the execution of any of the above referenced contracts, the District shall timely ascertain whether the Board's staff wishes to review the contract and make all necessary arrangements for such review.

5. The District hereby agrees, to the extent permitted by law, to indemnify, hold harmless, and defend the Board in the matter of all claims and disputes, including but not limited to construction contract disputes, arising out of the purposes of this agreement except those claims or disputes arising out of the negligence or other wrongful act of the Board.

IN WITNESS WHEREOF this Agreement has been executed as of the day and  
year first above written.

STATE PUBLIC WORKS BOARD OF THE  
STATE OF CALIFORNIA

By \_\_\_\_\_  
Administrative Secretary

STATE CENTER COMMUNITY COLLEGE  
DISTRICT

By \_\_\_\_\_  
Name:  
Title:

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CONSTRUCTION AGREEMENT

STATE CENTER COMMUNITY COLLEGE DISTRICT

ACADEMIC FACILITIES, PHASE 1B at MADERA CENTER

MADERA COUNTY

Dated as of August 9, 2002

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by and between

STATE CENTER COMMUNITY COLLEGE DISTRICT

and

STATE PUBLIC WORKS BOARD  
OF THE STATE OF CALIFORNIA

FORM OF  
CERTIFICATE OF THE TRUSTEES OF THE  
STATE CENTER COMMUNITY COLLEGE DISTRICT

The undersigned, President and Secretary, respectively, of the governing board of the STATE CENTER COMMUNITY COLLEGE DISTRICT (the "District"), acting in their official capacities, hereby certify as follows in connection with the issuance of the State Public Works Board of the State of California Lease Revenue Bonds (California Community Colleges) XXXX Series X (Various Community College Projects) (the "Bonds"):

1. The District is duly organized and validly existing under and by virtue of Division 7 of Title 3 of the Education Code of the State of California, with full right, power and authority to (a) establish, maintain and govern one or more community colleges, (b) manage, control, hold and convey property for the use and benefit of the District, and (c) enter into and perform all of the transactions contemplated by the site lease (the "Site Lease") the facility lease (the "Facility Lease"), for Madera Center, each dated as of [XXX 1, 20XX] and each by and between the District and the State Public Works Board of California (the "Board") (collectively, the "Leases").

2. The persons named below are now, and at all relevant times, have been duly appointed and qualified officers of the District holding the offices of the District set forth opposite their respective names, and each of the undersigned certifies that the signature affixed following the other of the undersigned's name and office is the genuine signature of such person.

3. At a duly noticed public meeting at which a quorum was present, the District has duly authorized the execution and delivery of the Leases and other agreements and documents deemed necessary to effectuate the financing and the performance of all obligations on its part to be performed thereunder.

4. The District is not in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument to which the District is a party or otherwise subject, which breach or default would in any way materially and adversely affect the Leases or the performance of any of the District's obligations thereunder. No event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default. The execution and delivery by the District of the Leases and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree or any agreement or other instrument to which the District is

a party or otherwise subject; nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge, encumbrance or security interest of any nature whatsoever upon any of the revenues, property or assets of the District, except as expressly provided or permitted by the Leases.

5. No litigation is pending (with service of process having been accomplished) or, to the knowledge of the undersigned, threatened (a) to restrain or enjoin the execution of or the delivery of the Bonds or the Indenture (as those terms are defined in the Facility Lease), the execution of and performance under the Leases, the use and occupancy by the District of the of the Facility (as that term is defined in the Facility Lease), or (b) in any way contesting or affecting the validity of the Bonds, the Indenture, Leases or any other document, license, permit or approval necessary to the constructing or undertaking of the construction of the Facility or the acquisition of the equipment or performance by the District under the Leases.

6. There is no litigation pending (with service of process having been accomplished), or, to the knowledge of the undersigned, threatened against the District or involving any of the property or assets under the control of the District, including, without limitation, the Facility, that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets or in the condition, financial, physical, legal or otherwise, of the District or of the Facility.

7. After due investigation, we certify the District has (a) fee title to the parcel of real property described in the Site Lease (the "Site") subject only to encumbrances or defects in title which would not materially adversely affect the right to quiet enjoyment of such fee estate, and (b) the interest in real property conveyed by the District to the Board pursuant to the Site Lease and the interest in real property conveyed by the Board pursuant to the Facility Lease is such that the estate vesting in the District is a valid leasehold estate, subject only to encumbrances which would not materially adversely affect the right to quiet enjoyment of such leasehold estate or would not interfere with the beneficial use and occupancy of the Facility as contemplated by the Leases.

8. (a) The District does hereby authorize the Chancellor of the California Community Colleges to complete the termination dates in Section 2 of each Lease.

(b) The District does hereby authorize the Chancellor of the California Community Colleges to complete on or before the date of issuance of the Bonds, the Base Rental Schedule attached to the Facility Lease as Schedule I.

(c) The District does hereby authorize the Chancellor of the California Community Colleges to insert the date of issuance of the Bonds as the date of this Certificate, the date of the Certificate of Compliance with Insurance Requirements and



the date of the opinion of counsel to the District. The District understands that [XXX, X, 20XX] is the anticipated date of closing and any change from this date will be communicated to the District.

(d) The District does hereby certify that the resolution previously adopted by the District approving the execution of the Leases was duly adopted at proceedings duly conducted by the District, and that such resolution is in full force and effect and has not been amended, modified, or rescinded as of the date hereof.

(e) The District does hereby approve the form the Leases presented by the District for execution in connection with the issuance of the Bonds.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands.

Date: \_\_\_\_\_, 2002

<u>Name</u>	<u>Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____

## SITE LEASE

THIS SITE LEASE dated as of \_\_\_\_ 1, \_\_\_\_, by and between THE STATE CENTER COMMUNITY COLLEGE DISTRICT (the "District") and THE STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA (the "Board");

### W I T N E S S E T H:

WHEREAS, the Board intends to assist the District by financing the construction and equipping, plus certain related costs, of Academic Facilities, Phase 1B (the "Project") on the Site, as hereinafter defined (the Site and Project are together the "Facility") as authorized by the State Building Construction Act of 1955 (commencing at California Government Code Section 15800) (the "Act") and Chapter 33 of the Statutes of 2002, Section 34 (the "Law"); and

WHEREAS, the Board intends to lease the Facility to the District by a facility lease (the "Facility Lease") and the District intends to enter into such a lease with the Board as a material consideration for the Board's agreement to finance the construction of the Project for and on behalf of the District;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

#### SECTION 1. Site.

The District hereby leases to the Board and the Board hereby hires from the District, on the terms and conditions hereinafter set forth, the real property situated in Madera County, State of California, and described in Exhibit A attached hereto and made a part hereof and all improvements thereon (the "Site").

#### SECTION 2. Term.

The term of this lease shall commence on the earlier of the date of recordation of this lease in the office of the County Recorder of Madera County, State of California, or \_\_\_\_ 1, \_\_\_\_, and shall end on \_\_\_\_ 1, \_\_\_\_, unless such term is extended or sooner terminated as hereinafter provided. If on such date, the bonds or other indebtedness of the Board (the "Bonds") issued to repay any interim loan incurred by the Board to pay for the construction and equipping of the Project and certain related costs shall not be fully paid and retired or the indenture authorizing such Bonds shall not be discharged by its terms, or if the rental payable under the Facility Lease shall have been abated at any time and for any reason, then the term of this lease shall be extended until ten (10) days after all Bonds shall be fully paid and retired and any such indenture shall be discharged by its terms, except that the term of this lease shall in no event be extended beyond \_\_\_\_ 1, \_\_\_\_. If prior to \_\_\_\_ 1, \_\_\_\_, all Bonds and any such indenture shall be discharged by its terms, the term of this lease shall end ten (10) days thereafter or ten (10) days after written notice by the District to the Board, whichever is earlier.

SECTION 3. Rental.

The Board shall pay to the District as and for rental hereunder the sum of One Dollar (\$1.00), all of which rental shall be payable in full within ten (10) days of the recordation hereof. In addition to the foregoing rental payment, the Board may pay to the District as and for rental hereunder such surplus moneys as shall be permitted to be paid over to the District pursuant to any indenture of the Board authorizing the Bonds.

SECTION 4. Purpose.

The Board shall use the Site solely for the purpose of permitting the construction and equipping of the Project thereon and leasing the Facility to the District pursuant to the Facility Lease and for such purposes as may be incidental thereto, including the demolition of any improvements which are designated for demolition in the plans and specifications for the Project; provided, that in the event of default by the District under the Facility Lease the Board may exercise the remedies provided in the Facility Lease.

SECTION 5. Nonsubordination; Assignments and Subleases.

This lease shall be nonsubordinated and, unless the District shall be in default under the Facility Lease, the Board shall not assign its rights under this lease or sublet the Site without the prior written consent of the District.

SECTION 6. Right of Entry.

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 7. Termination.

The Board agrees, upon the termination or expiration of this lease, to quit and surrender the Site in the same good order and condition as the same was in at the time of commencement of the term hereunder, except for acts of God and reasonable wear and tear and any actions taken by the District that may affect the condition of the Site, and agrees that any permanent improvements and structures existing upon the Site at the time of such termination or expiration of this lease shall remain thereon and title thereto shall vest in the District.

SECTION 8. Default.

In the event the Board shall be in default in the performance of any obligation on its part to be performed under the terms of this lease, which default continues for sixty (60) days following notice and demand for correction thereof to the Board, the District may exercise any and all remedies granted by law, except that no merger of this lease and of the Facility Lease shall be deemed to occur as a result thereof; provided, however, that the District shall have no power to terminate this lease by reason of any default on the part of the Board if such termination would affect or impair any assignment or sublease of all or any part of the Site then in effect

between the Board and any assignee or subtenant of the Board (other than the District under the Facility Lease); and provided further, that so long as any bonds or other indebtedness of the Board is outstanding and unpaid in accordance with the terms of any indenture authorizing such bonds or other indebtedness, the rentals or any part thereof payable to the trustee pursuant to such indenture (by the terms of such assignment or sublease) shall continue to be paid to said trustee. So long as any such assignee or subtenant of the Board shall duly perform the terms and conditions of this lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the District hereunder and shall be entitled to all of the rights and privileges granted under any such assignment or sublease; provided further, however, that so long as any bonds or other indebtedness of the Board is outstanding and unpaid in accordance with the terms of any indenture authorizing such bonds or other indebtedness, the rentals or any part thereof payable to the trustee pursuant to such indenture (by the terms of such assignment or sublease) shall continue to be paid to said trustee.

#### SECTION 9. Quiet Enjoyment.

The Board at all times during the term of this lease, subject to the provisions of Section 8 hereof, shall peaceably and quietly have, hold and enjoy all of the Site.

#### SECTION 10. Waiver of Personal Liability.

All liabilities under this lease on the part of the Board are solely liabilities of the Board as an entity of state government, and the District hereby releases each and every member, officer, agent and employee of the Board of and from any personal or individual liability for negligence under this lease. All liabilities under this lease on the part of the District are solely liabilities of the District as a public entity, and the Board hereby releases each and every member, officer, agent and employee of the District of and from any personal or individual liability for negligence under this lease.

#### SECTION 11. Taxes.

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site (including both land and improvements); provided, however, that the District shall not pay any possessory interest taxes levied as a result of any assignment or sublease of all or any part of the Site then in effect between the Board and any assignee or subtenant of the Board (other than the District under the Facility Lease).

#### SECTION 12. Eminent Domain.

In the event the whole or any part of the Site or the improvements thereon (including the Facility) is taken permanently or temporarily under the power of eminent domain, the interest of the Board shall be recognized and is hereby determined to be the amount of the then unpaid indebtedness incurred by the Board to finance or refinance the construction and equipping of the Project, including the unpaid principal of and interest on any then outstanding bonds or other indebtedness of the Board, and shall be paid as required by any interim loan to the

trustee under any indenture authorizing such bonds or other indebtedness and applied as provided in said indenture. The term "unpaid indebtedness," as used in the preceding sentence, includes the face amount of the indebtedness evidenced by any outstanding loans, bonds or notes of the Board obtained or issued to finance or refinance the Facility, together with the interest thereon and all other payments required to be made by the trustee pursuant to the indenture authorizing the issuance of said bonds or notes on account of said indebtedness, until such indebtedness, together with the interest thereon, has been paid in full in accordance with the terms thereof.

SECTION 13. License to Access Site Utilities and Parking.

The District hereby irrevocably grants to the Board and the Board hereby accepts from the District, during the term of this lease, a license for ingress and egress to the Facility across the real property situated in Madera County, State of California, and described in Exhibit B attached hereto and made a part hereof. Unless the District shall be in default under the Facility Lease, the Board shall not assign its rights under this license or sublicense this license without the prior written consent of the District.

The District agrees to provide or cause to be provided to the Board, at reasonable rates and charges payable by the Board, its assigns or sublessees, adequate parking spaces and such utility services, including electricity, gas, water, sewer, garbage disposal, heating, air conditioning and telephone, as the District provides or causes to be provided to buildings similar to the Project.

SECTION 14. Partial Invalidity.

If any one or more of the terms, provisions, covenants or conditions of this lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this lease shall be affected thereby, and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 15. Notices.

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests, agreements or promises or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States certified or registered mail, return receipt requested, postage prepaid, and, if to the District, addressed to the District at 1525 Weldon Avenue, Fresno, CA 93704 Attention: Jon Sharpe, if to the Board, addressed to the Board c/o Department of General Services, Contracted Fiscal Services, 707 Third Street, 6<sup>th</sup> Floor, West Sacramento, California 95605, Attention: Manager of Contracted Fiscal Services, with a copy to the State Treasurer, addressed to the Office of the State Treasurer, State of California, 915 Capitol Mall, Room 110, Sacramento, California 95814, or to such other addresses as the respective parties may from time to time designate by notice in writing.

SECTION 16. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this lease.

SECTION 17. Amendment.

This lease may only be amended by a written instrument duly authorized and executed by the Board and the District, provided however that no such amendment shall materially adversely affect the owners of the Bonds.

SECTION 18. Execution.

This lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this lease may separately be executed by the Board and the District, all with the same force and effect as though the same counterpart had been executed by both the Board and the District.

IN WITNESS WHEREOF, the District and the Board have caused this lease to be executed by their respective officer's thereunto duly authorized, all as of the day and year first above written.

THE STATE CENTER COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_  
Name:  
Title:

STATE PUBLIC WORKS BOARD OF THE  
STATE OF CALIFORNIA

By: \_\_\_\_\_  
Administrative Secretary

APPROVED:

DEPARTMENT OF GENERAL SERVICES

By \_\_\_\_\_  
Counsel

APPROVED:

DEPARTMENT OF FINANCE

By \_\_\_\_\_

EXHIBIT A





FORM OF SITE LEASE  
(ACADEMIC FACILITIES, PHASE 1B, MADERA COUNTY)

Dated as of \_\_\_\_ 1, \_\_\_\_

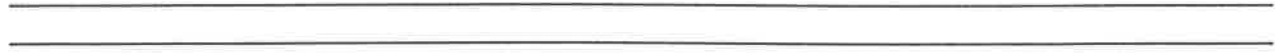


by and between

THE STATE CENTER COMMUNITY COLLEGE DISTRICT

and

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA



## FACILITY LEASE

This lease, dated as of \_\_\_\_ 1, \_\_\_\_, by and between THE STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA as lessor and THE STATE CENTER COMMUNITY COLLEGE DISTRICT, as lessee;

### WITNESSETH:

WHEREAS, the State Public Works Board of the State of California has acquired a leasehold interest in certain real property situated at Madera Center in Madera County, and has financed the construction and equipping of the Academic Facilities, Phase 1B, as described more particularly in the attached and incorporated Exhibit A, and certain related costs, by obtaining an interim loan (the "Loan") from the General Fund pursuant to Government Code Section 15849.1 and/or the Pooled Money Investment Account pursuant to Government Code Section 16312;

WHEREAS, the Board desires to refinance the Loan by the issuance of its lease revenue bonds, notes or other obligations as authorized by the Act (as defined below) and Chapter 33 of the Statutes of 2002, Section 34 (the "Law") and the lease revenue bonds, notes or other obligations will be secured by this lease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

#### SECTION 1. Definitions.

Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this lease, have the meanings herein specified:

The term "Act" means the State Building Construction Act of 1955 (commencing at Section 15800 of the California Government Code) and all laws amendatory thereof or supplemental thereto.

The term "Board" means the State Public Works Board of the State of California, an entity of state government duly organized and validly existing under and pursuant to Part 10.5 of Division 3 of Title 2 of the California Government Code (commencing at Section 15752).

The term "Bonds" means the lease revenue bonds, notes or other obligations issued by the Board authorized by the Act and the Law and pursuant to the Indenture to refinance the Board's costs of the construction and equipping of the Project and certain related costs.

The term "Business Day" means a day of the year which is not a Saturday or Sunday or not a day which State of California offices or banking institutions located in California are required or authorized to remain closed.

The term "District" means the STATE CENTER COMMUNITY COLLEGE DISTRICT, an entity of local government duly organized and validly existing under and by virtue of the laws of the state.

The term "Facility" means the Project and the Site. The Facility is located at 30277 Avenue 12, Madera, CA.

The term "Indenture" means the Indenture by and between the Board and the State Treasurer, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions thereof.

The term "Project" means the Academic Facilities, Phase 1B to be constructed on the Site, and all additions, betterments, extensions and improvements thereto as more particularly described in Exhibit A.

The term "Site" means that certain District owned real property described in the attached and incorporated Exhibit B and that is also described in Exhibit A to the Site Lease.

The term "Site Lease" means the agreement for transfer of control and possession of the Site, dated as of \_\_\_\_ 1, \_\_\_\_ entered into between the District as lessor and the Board as lessee, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof and thereof.

The term "State Treasurer" means the Treasurer of the State of California, or its successor, acting as trustee under and pursuant to the Indenture.

## SECTION 2. Purpose and Term.

The Board hereby leases the Facility to the District and the District hereby hires the Facility from the Board, on the terms and conditions hereinafter set forth and subject to all easements, encumbrances and restrictions, including without limitation the terms and conditions of the Site Lease. The District hereby agrees and covenants during the term of this lease that, except as hereinafter provided, it will use the Facility solely for instructional purposes and related laboratory and support space so as to afford the public the benefits contemplated by the Act and the Law and by this lease and so as to permit the Board to carry out its agreements and covenants contained in the Indenture and further agrees that it will not abandon the Facility. The District further covenants that it will not take any action or fail to take any action, if such action or the failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

The term of this lease shall commence on the earlier of the date of recordation of this lease in the office of the County Recorder of Madera, State of California, or on \_\_\_\_ 1, \_\_\_\_, and shall end on \_\_\_\_ 1, \_\_\_\_ unless such term is extended or sooner terminated as hereinafter provided. If on \_\_\_\_ 1, \_\_\_\_ the Bonds shall not have been fully paid and retired, or if the rental payable hereunder shall have been abated at any time and for any reason, then the term of this lease shall be extended until the date upon which all the Bonds shall have been fully paid and retired, except that the term of this lease shall in no event be extended beyond \_\_\_\_ 1, \_\_\_\_ . If prior to \_\_\_\_ 1, \_\_\_\_ the Bonds shall have been fully paid and retired, then the term of this lease shall end simultaneously therewith.

The obligation to pay base rental shall commence on the date of issuance of the Bonds; provided, however, that in the event the Board cannot deliver possession of the Facility to the District at such time, this lease shall not be void nor shall the Board be liable for damages, but the base rental

payment shall be abated proportionate to the construction cost of the parts of the Facility not yet delivered. If the Facility or any part thereof shall be substantially completed before such date, the District may take possession of the Facility or such part thereof upon such substantial completion and shall, at the written request of the Board, pay base rental for the period commencing with the date the District takes possession of the Facility through the date of issuance of the Bonds, at such annual amount as shall be equal to the interest on the Loan, plus Additional Rental. The Board covenants that it will cause the Facility to be constructed with all practicable dispatch.

### SECTION 3. Rental.

The District agrees to pay to the Board, its successors or assigns, without deduction or offset of any kind, as rental for the use and occupancy of the Facility, the following amounts at the following times:

(a) Base Rental. The District shall pay to the Board base rental hereunder at such amount in each year as shall be equal to the principal of and interest on the Bonds in such year as set forth in the attached Schedule 1. Such annual base rental shall be payable at such times and in such amounts as shall be determined by the Board, upon the advice of the State Treasurer, upon the issuance of such Bonds or other obligations of the Board. Each payment of base rental shall be for the use of the Facility for the period ending on the last day of the month preceding the date on which such rental is due. If any date for payment of base rental is not a Business Day, such base rental shall be paid on the next succeeding business Day.

(b) Additional Rental. The District shall pay to or upon the order of the Board as additional rental hereunder such reasonable amounts in each year as shall be required by the Board for the payment of all administrative costs and other expenses of the Board in connection with the Facility, including all expenses, compensation and indemnification of the State Treasurer payable by the Board under the Indenture, fees of accountants, fees of the Attorney General or attorneys, litigation costs, insurance premiums and all other necessary costs of the Board or charges required to be paid by it in order to comply with the terms of the Act or of the Indenture or of the Bonds. Such additional rental shall be billed by the Board or the State Treasurer from time to time, together with a statement certifying that the amount so billed has been paid by the Board or by the State Treasurer on behalf of the Board for one or more of the items above described, or that such amount is then payable by the Board or the State Treasurer on behalf of the Board for such items. Amounts so billed shall be due and payable by the District within thirty (30) days after receipt of the bill by the District.

Such payments of base rental and additional rental for each rental payment period during the term of this lease shall constitute the total rental for such rental payment period, and shall be paid by the District in each rental payment period for and in consideration of the right to the use and occupancy, and the continued quiet enjoyment, of the Facility during each such rental payment period for which such rental is paid. The parties hereto have agreed and determined that such total rental represents the fair rental value of the Facility. In making such determination, consideration has been given to the costs of the construction of the Project to be financed or refinanced by the Board with the proceeds of the Bonds, other obligations of the parties under this lease, the uses and purposes which may be served by the Facility and the benefits therefrom which will accrue to the District and the general public.

Each installment of rental payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Board in Sacramento, California, or such other place as the Board shall designate. Any such installment of rental accruing hereunder which shall not be paid when due shall bear interest at the legal rate of interest per annum from the date when the same is due hereunder until the same shall be paid. Notwithstanding any dispute between the Board and the District, the District shall make all rental payments when due without deduction or offset of any kind and shall not withhold any rental payments pending the final resolution of such dispute.

The District covenants to take such action as may be necessary to include all such rental payments due hereunder in its annual budgets (and that portion of the budget of the State related to the District) and to make the necessary annual allocations for all such rental payments. The District will furnish to the Board and the State Treasurer copies of each annual budget of the District (or that portion of the budget of the State that contains the appropriation to pay rent hereunder within ten (10) days after the adoption thereof by the District. The covenants on the part of the District herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the agreements and covenants in this lease agreed to be carried out and performed by the District.

All rental payments received shall be applied first to the base rental due hereunder and thereafter to all additional rental due hereunder, but no such application of any payments which are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

Pursuant to California Government Code Section 15820.60(e), the District hereby authorizes (which authorization has precedence over other expenditure obligations of the District) the Chancellor of the California Community Colleges and the State Controller to withhold from its annual apportionment an amount equal to its annual rental, including the withholding of the additional apportionment amount and the amount determined to be the District's proportional share of the rental payments, as determined by the Chancellor of the California Community Colleges pursuant to Government Code Section 15820.60(d).

The rental shall be abated proportionately during any period in which, by reason of any damage or destruction (other than by condemnation which is provided for in Section 9), there is substantial interference with the use and occupancy of the Facility or any portion thereof by the District. Such abatement shall continue for the period commencing with such damage or destruction and ending when such use and occupancy are restored. The District waives the benefits of Civil Code Sections 1932(2) and 1933(4) and any and all other rights to terminate this lease by virtue of any such damage or destruction.

#### SECTION 4. Financing the Project.

The Board agrees to use the proceeds of the Bonds to refinance the costs of the construction and equipping of the Project, and certain related costs (or for making reimbursements to the Board or any other state agency, public agency, person, firm or corporation for such costs theretofore paid by it), including payment of the Loan and all costs incidental to or connected with such construction and equipping.

SECTION 5. Maintenance, Utilities, Taxes and Assessments.

During such time as the District is in possession of the Facility, all maintenance and repair, both ordinary and extraordinary, of the Facility shall be the sole responsibility of the District, which shall at all times maintain or otherwise arrange for the maintenance of the Facility in good condition, and the District shall pay for or otherwise arrange for the payment of all utility services supplied to the Facility and shall pay for or otherwise arrange for the payment of the costs of the repair and replacement of the Facility resulting from ordinary wear and tear or want of care on the part of the District or any other cause and shall pay for or otherwise arrange for the payment of all insurance policies required to be maintained with respect to the Facility. In exchange for the rentals herein provided, the Board agrees to provide the Facility.

The District shall also pay to or upon the order of the Board as additional rental hereunder such amounts, if any, in each year as shall be required by the Board for the payment of all applicable taxes and assessments of any type or nature assessed or levied by any governmental agency or entity having power to levy taxes or assessments charged to the Board or the State Treasurer affecting or relating to the Facility or the respective interests or estates therein, or the amount of rentals received by the Board hereunder. Nothing herein shall require the District or any entity or agency of the State of California to pay any taxes or assessments not otherwise required by law.

SECTION 6. Changes to the Facility.

The District shall have the right during the term of this lease to make additions, betterments, extensions or improvements to the Facility or to attach fixtures, structures or signs to the Facility if such additions, betterments, extensions or improvements or fixtures, structures or signs are necessary or beneficial for the use of the Facility by the District.

SECTION 7. Insurance.

(a) The District will maintain or cause to be maintained fire, lightning and extended coverage insurance on the Facility in an amount equal to one hundred per cent (100%) of the then current replacement cost of the Facility, excluding the then value of the land as unimproved (except that such insurance may be subject to deductible clauses of not to exceed five hundred thousand dollars (\$500,000) for any one loss), and earthquake insurance (if available on the open market from reputable insurance companies at a reasonable cost) on any structure comprising part of the Facility in an amount equal to the full insurable value of such structure or the principal amount of all outstanding Bonds, whichever is less (except that such insurance may be subject to a deductible clause of not to exceed five hundred thousand dollars (\$500,000) for any one loss). The extended coverage endorsement shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other hazards as are normally covered by such endorsement. Each such policy of insurance shall be in form reasonably satisfactory to the Board and shall contain a clause making all losses payable to the State Treasurer, the Board and the District as their interests may appear, and all proceeds thereof shall be paid over to the party contractually responsible for making repairs of casualty damage or to the Board to redeem Bonds.

In the event of any damage to or destruction of the Facility caused by the perils covered by such insurance, the proceeds of such insurance shall be utilized, in the discretion of the Board, either (i) to redeem the outstanding Bonds, to the extent possible and in accordance with the provisions of the Indenture, but only if the base rental payments due after such redemption would be sufficient to retire the Bonds then outstanding in accordance with their terms, or (ii) to repair, reconstruct or replace the Facility to the end that the Facility shall be restored to at least the same condition that it was in prior to such damage or destruction. Any balance of such proceeds not required for such repair, reconstruction or replacement shall be transferred to the Board and treated as Revenues (as defined in the Indenture) and applied in the manner provided in the Indenture.

(b) The District will maintain or cause to be maintained rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Facility as a result of any of the hazards covered by the insurance required by subsection (a) of this section in an amount not less than the total base rent payable by the District under this lease for any period of at least two (2) consecutive years. Any such insurance policy shall be in form satisfactory to the State Treasurer and shall contain a loss payable clause making any loss thereunder payable to the State Treasurer. Any proceeds of such insurance shall be used by the State Treasurer to reimburse the District for any rental theretofore paid by the District under this lease for a period of time during which the payment of rental under this lease is abated, and any proceeds of such insurance not so used shall be applied as provided in the Indenture to the extent required to pay Annual Debt Service on the Bonds as defined in the Indenture, or shall be applied as provided in the Indenture to the extent required to pay administrative costs of the Board in connection with the Facility.

(c) The District will deliver to the State Treasurer in the month of July in each year a schedule, in such detail as the State Treasurer in its discretion may request, setting forth the insurance policies then in force pursuant to this section, the names of the insurers which have issued the policies, the amounts thereof and the property and risks covered thereby. Each such insurance policy shall require that the State Treasurer be given thirty (30) days' notice of any intended cancellation thereof or reduction of the coverage provided thereby. Delivery to the State Treasurer of the schedule of insurance policies under the provisions of this section shall not confer responsibility upon the State Treasurer as to the sufficiency of coverage or amounts of such policies. If so requested in writing by the State Treasurer, the District shall also deliver to the State Treasurer duplicate originals or certified copies of each insurance policy described in such schedule.

#### SECTION 8. Breach.

(a) If the District shall fail to pay any rental payable hereunder when the same becomes due and payable, time being expressly declared to be of the essence of this lease, or the District shall fail to keep, observe or perform any other term, covenant or condition contained herein to be kept or performed by the District for a period of sixty (60) days after notice of the same has been given to the District by the Board or the State Treasurer or for such additional time as is reasonably required, in the sole discretion of the State Treasurer to correct any of the same, or upon the happening of any of the events specified in subsection (b) of this Section, the District shall be deemed to be in default hereunder and it shall be lawful for the Board to exercise any and all remedies available pursuant to law or granted pursuant to this lease. Upon any such default, the Board, in addition to all other rights and remedies it may have at law, shall have the option to do any of the following:

(1) To terminate this lease in the manner hereinafter provided on account of default by the District, notwithstanding any re-entry or re-letting of the Facility as hereinafter provided for in subparagraph (2) hereof, and to re-enter the Facility and remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and place such personal property in storage in any warehouse or other suitable place in the District. In the event of such termination, the District agrees to immediately surrender possession of the Facility, without let or hindrance, and to pay the Board all damages recoverable at law that the Board may incur by reason of default by the District, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Facility and removal and storage of such property by the Board or its duly authorized agents in accordance with the provisions herein contained. Neither notice to pay rent or to deliver up possession of the Facility given pursuant to law nor any entry or re-entry by the Board nor any proceeding in unlawful detainer, or otherwise, brought by the Board for the purpose of effecting such re-entry or obtaining possession of the Facility nor the appointment of a receiver upon initiative of the Board to protect the Board's interest under this lease shall of itself operate to terminate this lease, and no termination of this lease on account of default by the District shall be or become effective by operation of law or acts of the parties hereto, or otherwise, unless and until the Board shall have given written notice to the District of the election on the part of the Board to terminate this lease. The District covenants and agrees that no surrender of the Facility or of the remainder of the term hereof or any termination of this lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Board by such written notice.

(2) Without terminating this lease, (i) to collect each installment of rent as it becomes due and enforce any other term or provision hereof to be kept or performed by the District or (ii) to exercise any and all rights of entry and re-entry upon the Facility. In the event the Board does not elect to terminate this lease in the manner provided for in subparagraph (1) hereof, the District shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the District, and, if the Facility is not re-let, to pay the full amount of the rent to the end of the term of this lease or, in the event that the Facility is re-let, to pay any deficiency in rent that results therefrom; and further agrees to pay said rent and/or rent deficiency punctually at the same time and in the same manner as herein above provided for the payment of rent hereunder, notwithstanding the fact that the Board may have received in previous years or may receive thereafter in subsequent years rental in excess of the rental herein specified, and notwithstanding any entry or re-entry by the Board or suit in unlawful detainer, or otherwise, brought by the Board for the purpose of effecting such re-entry or obtaining possession of the Facility. Should the Board elect to re-enter as herein provided, the District hereby irrevocably appoints the Board as the agent and attorney-in-fact of the District to re-let the Facility, or any part thereof, from time to time, either in the Board's name or otherwise, upon such terms and conditions and for such use and period as the Board may deem advisable and to remove all persons in possession thereof and all personal property whatsoever situated upon the Facility and to place such personal property in storage in any warehouse or other suitable place in the District or Madera County, for the account of and at the expense of the District, and the District hereby exempts and agrees to save harmless the Board from any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry



upon and re-letting of the Facility and removal and storage of such property by the Board or its duly authorized agents in accordance with the provisions herein contained except for any such costs, loss or damage resulting from the intentional or negligent actions of the Board or its agents. The District agrees that the terms of this lease constitute full and sufficient notice of the right of the Board to re-let the Facility in the event of such re-entry without effecting a surrender of this lease, and further agrees that no acts of the Board in effecting such re-letting shall constitute a surrender or termination of this lease irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Facility Lease shall vest in the Board to be effected in the sole and exclusive manner provided for in subparagraph (1) hereof. The District further waives the right to any rental obtained by the Board in excess of the rental herein specified and hereby conveys and releases such excess to the Board as compensation to the Board for its services in re-letting the Facility. The District further agrees to pay the Board the cost of any alterations or additions to the Facility necessary to place the Facility in condition for re-letting immediately upon notice to the District of the completion and installation of such additions or alterations.

Upon default under this lease, payments of base rental hereunder shall not be accelerated.

The District hereby waives any and all claims for damages caused or which may be caused by the Board in re-entering and taking possession of the Facility as herein provided and all claims for damages that may result from the destruction of or injury to the Facility and all claims for damages to or loss of any property belonging to the District, or any other person, that may be in or upon the Facility, except for such claims resulting from the intentional or negligent actions of the Board or its agents.

Each and all of the remedies given to the Board hereunder or by any law now or hereafter enacted are cumulative and the single or partial exercise of any right, power or privilege hereunder shall not impair the right of the Board to other or further exercise thereof or the exercise of any or all other rights, powers or privileges. The term "re-let" or "re-letting" as used in this Section shall include, but not be limited to, re-letting by means of the operation or other utilization by the Board of the Facility. If any statute or rule of law validly shall limit the remedies given to the Board hereunder, the Board nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

In the event the Board shall prevail in any action brought to enforce any of the terms and provisions of this Facility Lease, the District agrees to pay a reasonable amount as and for attorney's fees incurred by the Board in attempting to enforce any of the remedies available to the Board hereunder, whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

(b) In addition to any default resulting from breach by the District of any term or covenant of this lease, if (1) the District's interest in this lease or any part thereof be assigned, sublet or transferred without the written consent of the Board, either voluntarily or by operation of law, or (2) the District or any assignee shall file any petition or institute any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby the District asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of the District's debts or obligations, or offers to the District's creditors to effect a composition

or extension of time to pay the District's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of the District's debts or for any other similar relief, or if any such petition or if any such proceedings of the same or similar kind or character be filed or be instituted or taken against the District, or if a receiver of the business or of the property or assets of the District shall be appointed by any court, except a receiver appointed at the instance or request of the Board, or if the District shall make a general or any assignment for the benefit of the District's creditors, or (3) the District shall abandon the Facility, then the District shall be deemed to be in default hereunder.

(c) The Board shall in no event be in default in the performance of any of its obligations hereunder unless and until the Board shall have failed to perform such obligations within sixty (60) days or such additional time as is reasonably required to correct any such default after notice by the District to the Board properly specifying wherein the Board has failed to perform any such obligation.

#### SECTION 9. Eminent Domain.

If the whole or any portion of the Facility shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain), the proceeds therefrom shall be deposited with the State Treasurer in a special fund in trust and shall be applied and disbursed by the State Treasurer as follows:

(a) If less than the entire Facility shall have been so taken and the remainder is usable for instructional purposes and related laboratory and support space, then this lease shall continue in full force and effect as to such remainder and (i) if the portion taken is replaced by a facility of equal or greater utility within or adjacent to such remainder, the State Treasurer shall disburse such proceeds to the party that incurred the expense of making such replacement and there shall not be any abatement of rental under this lease; or (ii) failing the making of such replacement, there shall be a partial abatement of rental under this lease and the State Treasurer shall apply such proceeds as specified in subsection (b).

(b) If less than the entire Facility shall have been so taken and the remainder is not usable for instructional purposes and related laboratory and support space, or if the entire Facility shall have been so taken, then the term of this lease shall cease as of the day that possession shall be so taken; and the State Treasurer shall apply such proceeds, together with any other money then available to it for such purpose, for the payment of the entire amount of principal then due or to become due upon all outstanding Bonds, together with the interest thereon so as to enable the Board to retire all of the Bonds then outstanding by redemption or by payment at maturity; except that if such proceeds, together with any other money, then lawfully available to it for such purpose, are insufficient to provide for the foregoing purpose, the State Treasurer shall apply such proceeds in accordance with the provisions of the Indenture so far as the same may be applicable.

#### SECTION 10. Right of Entry.

The Board shall have the right to enter the Facility during reasonable business hours (and in emergencies at all times) to inspect the same for any purpose connected with the District's rights or obligations under this lease, and for all other lawful purposes.

SECTION 11. Liens.

In the event the District shall at any time during the term of this lease cause any additions, betterments, extensions or improvements to the Facility to be acquired or constructed or materials to be supplied in or upon the Facility, the District shall pay or cause to be paid when due all sums of money that may become due, or purporting to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the District in, upon or about the Facility and shall keep the Facility free of any and all mechanics' or materialmen's liens or other liens against the Facility or the Board's interest therein. In the event any such lien attaches to or is filed against the Facility or the Board's interest therein, the District shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the District desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the District shall forthwith pay or cause to be paid and discharged such judgment. The District agrees to and shall, to the maximum extent permitted by law, indemnify and hold the Board, the State Treasurer and their members, directors, agents, successors and assigns harmless from and against and defend each of them against any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a result of any such lien or claim of lien against the Facility or the Board's interest therein.

SECTION 12. Quiet Enjoyment.

The parties hereto mutually covenant that the District, so long as it keeps and performs the agreements and covenants herein contained and is not in default hereunder, shall at all times during the term of this lease peaceably and quietly have, hold and enjoy the Facility without suit, trouble or hindrance from the Board.

SECTION 13. Board Not Liable.

The Board and its members, officers and employees shall not be liable to the District or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Facility, except any liability due to entry by the Board onto the Facility. The District shall, to the extent permitted by law, indemnify and hold harmless the Board and its members, officers and employees from, and defend each of them against, any and all claims, liens and judgments for death of or injury to any person or damage to property whatsoever occurring in, on or about the Facility; provided, however, that such indemnity and holding harmless shall not include any such claims, liens and judgments arising due to the negligent or willful acts of the Board in connection with its right of entry onto the Facility.

SECTION 14. Title and Jurisdiction Over Property.

Upon the termination or expiration of this lease (other than as provided in Sections 8 and 9), title and jurisdiction over the Facility shall vest in the District. Upon such termination or expiration, the Board shall execute such conveyances, deeds and other documents as may be necessary to effect such vesting of record.

SECTION 15. Status of Private Activity Use of the Facility.

The District hereby covenants and agrees to provide updated information to the Board and the State Treasurer annually regarding the private activity use, if any, of the Facility. The information that must be updated annually is set forth in the Tax Certificate that was executed and delivered by the Board upon the initial issuance of the Bonds.

SECTION 16. Continuing Disclosure.

The District hereby covenants and agrees that it will cooperate with the Board and the State Treasurer to comply with and carry out all of the provisions of the Continuing Disclosure Agreement, and will provide all information reasonably requested by the Board or the State Treasurer regarding the Facility in connection with continuing disclosure obligations. Notwithstanding any other provision of this Facility Lease, failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder and shall not be deemed to create any monetary liability on the part of the Board, the District or the State Treasurer to any other persons, including the owners of the Bonds; however, the State Treasurer may (and, at the request of the owners of at least twenty-five percent (25%) aggregate principal amount of outstanding Bonds, shall), or any owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the District to comply with its obligations under this Section.

SECTION 17. Tax Covenants.

The District covenants that it will not use or permit any use of the Facility, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated from time to time thereunder.

SECTION 18. No Merger.

The parties hereto intend that there shall be no merger of any estate or interest created by this Facility Lease with any other estate or interest in the Facility, or any part thereof, by reason of the fact that the same party may acquire or hold all or any part of the estate or interest in the Facility created by this Facility Lease as well as another estate or interest in the Facility.

SECTION 19. Law Governing.

This lease shall be governed exclusively by the provisions hereof and by the laws of the State of California as the same from time to time exist.

SECTION 20. Notices.

All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the District, addressed to

State Center Community College District, 1525 Weldon Avenue, Fresno, CA 93704, Attention: Jon Sharpe or, if to the Board, addressed to the Board c/o District of General Services, Contracted Fiscal Services, 707 Third Street, 6<sup>th</sup> Floor, West Sacramento, California 95605, Attention: Manager of Contracted Fiscal Services, with a copy to the State Treasurer, addressed to the Office of the State Treasurer, State of California, 915 Capitol Mall, Room 110, Sacramento, California 95814, or to such other addresses as the respective parties may from time to time designate by notice in writing.

SECTION 21. Validity and Severability.

If for any reason this lease or any part thereof shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the Board or by the District, all of the remaining terms of this lease shall nonetheless continue in full force and effect. If for any reason it is held by such a court that any of the covenants and conditions of the District hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this lease is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the District annually in consideration of the right of the District to possess, occupy and use the Facility, and all the other terms, provisions and conditions of this lease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

SECTION 22. Waiver.

The waiver by the Board of any breach by the District of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof.

The waiver by the District of any breach by the Board of any agreement, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other agreement, covenant or condition hereof.

SECTION 23. Net Lease.

This lease shall be deemed and construed to be a "net lease" and the District hereby agrees that the rentals provided for herein shall be an absolute net return to the Board, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 24. Section Headings.

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this lease.

SECTION 25. Amendment.

This lease may only be amended by a written instrument duly authorized and executed by the Board and the District, provided however that no such amendment shall materially adversely affect the owners of the Bonds.

SECTION 26. Execution.

This lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this lease may be separately executed by the Board and the District all with the same force and effect as though the same counterpart had been executed by both the Board and the District.

IN WITNESS WHEREOF, the Board and the District have caused this lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

By \_\_\_\_\_  
Administrative Secretary

STATE CENTER COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
Name:  
Title:

APPROVED:  
DEPARTMENT OF GENERAL SERVICES

By \_\_\_\_\_  
Counsel

APPROVED AND ACKNOWLEDGED:  
The Chancellor of the California Community Colleges hereby accepts the duties and obligations of the Chancellor set forth in Section 3 of this lease.

CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

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

EXHIBIT A

EXHIBIT B



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FORM OF FACILITY LEASE  
ACADEMIC FACILITIES, PHASE 1B

MADERA COUNTY

Dated as of \_\_\_\_ 1, \_\_\_\_

by and between the

STATE PUBLIC WORKS BOARD OF THE  
STATE OF CALIFORNIA

and

STATE CENTER COMMUNITY COLLEGE DISTRICT

MADERA CENTER

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STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration of Bids  
Custodial Equipment and Supplies  
Districtwide

ITEM NO. 02-171

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EXHIBIT: None

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Background:

Bid #20031 is for the purchase of custodial equipment and supplies for use throughout the District. It is the practice of the District to specify custodial equipment and supplies that provide superior quality, consistency and value. All recommendations for award are to the lowest responsible bidder meeting these specifications. This bid will allow for our annual custodial needs while taking deliveries on a staggered and as needed basis to conserve storage space in District warehouse facilities. Funding for these purchases will be provided by 2002-03 General Fund monies as identified for custodial needs.

Bids were received from seven (7) vendors. It is recommended that the bid be awarded to the following vendors in the amounts specified below:

<u>Bidder</u>	<u>Award Amount</u>
EnviroClean Sanitation Supply	\$ 96,918.14
San Joaquin Supply	\$ 12,022.70
Focus Packaging and Supply	\$ 7,316.08
Central Supply Company, Inc.	\$ 2,783.65
Grainger Industrial Supply	\$ 2,380.40
Unisource	\$ 1,571.58
Clean Source	\$ 431.46

Fiscal Impact:

\$ 123,424.01– General Fund

Recommendation:

It is recommended that the Board of Trustees:

- a) award Bid #20031 to the lowest responsible bidders meeting bid specifications for the purchase of Custodial Equipment and Supplies Districtwide, as follows:

<u>Bidder</u>	<u>Award Amount</u>
EnviroClean Sanitation Supply	\$ 96,918.14
San Joaquin Supply	\$ 12,022.70
Focus Packaging and Supply	\$ 7,316.08
Central Supply Company, Inc.	\$ 2,783.65
Grainger Industrial Supply	\$ 2,380.40
Unisource	\$ 1,571.58
Clean Source	\$ 431.46

- b) authorized purchase orders to be issued against this bid.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

AMENDED  
DATE: August 6, 2002

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SUBJECT: Consideration to Appoint Associate Dean of  
Instruction-Business Division, Fresno City  
College

ITEM NO. 02-173

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EXHIBIT: None

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Background:

The District conducted a national search to fill the position of Associate Dean of Business. Twenty-one people applied for the position. Final interviews were conducted on July 9 and 10, 2002. The administration is recommending that Marilyn Meyer be appointed to the position. Ms. Meyer received her Bachelor's Degree in business administration and her Master's Degree in applied computer systems from California State University, Fresno. **She received her Ed.D. in Educational Leadership from UC Davis and California State University, Fresno.** She also has a community college instructor credential in business and industrial management as well as a certificate in online teaching. Ms. Meyer began her career as a lecturer of quantitative methods at California State University, Fresno before becoming an instructor at Fresno City College. She has been an instructor of computer information systems, coordinator of student success and department chair during her tenure with the District. **Ms. Meyer has a total of 26 years of instructional experience.**

Recommendation:

It is recommended that the Board of Trustees appoint Marilyn Meyer as Associate Dean of Instruction, Business at Fresno City College with placement on the management salary schedule at Range 62, Step 2 (\$87,189.00) on the 2001-2002 salary schedule.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration to Adopt Resolution  
Ordering a Bond Election on  
November 5, 2002

ITEM NO. 02-174

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EXHIBIT: Resolution

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Background:

In February 2001 the Board of Trustees authorized the establishment of a Capital Facilities Advisory Committee for the purpose of reviewing the capital facilities needs and funding alternatives for the District.

The Committee was formed and conducted information-gathering meetings from April through June 2001. After thorough review and discussions regarding the District's current capacities, building conditions, and growth projections, the Capital Facilities Advisory Committee recommended that the Board consider pursuing a local bond measure and conducting a voter survey regarding this matter.

In June 2001 the Board received the Committee recommendation and directed the administration to request proposals and to select a consultant to conduct a local voter survey to determine the viability of holding a local bond measure. In November 2001 the Board received the results from the survey. The results indicated the majority of the voters in the District would be supportive of a local bond measure. In addition to the survey, the District's recent public information efforts have included information regarding facility needs. The response from the community indicates strong support for facility upgrades and additions.

Recommendation:

It is recommended that the Board of Trustees:

- a) adopt Resolution No. 02-174 ordering a bond election on November 5, 2002; and
- b) authorize the Chancellor or her designee to sign the required documents on behalf of the District.

RESOLUTION NO. 02-174

RESOLUTION OF THE BOARD OF TRUSTEES OF STATE  
CENTER COMMUNITY COLLEGE DISTRICT ORDERING AN  
ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE  
ELECTION ORDER

WHEREAS, the Board of Trustees (the "Board") has determined that certain properties and equipment within the State Center Community College District (the "District"), within Fresno County ("Fresno County"), Madera County ("Madera County"), Tulare County ("Tulare County") and Kings County ("Kings County") need to be acquired, constructed, improved, and equipped to enable the District to enhance the job and educational opportunities of the students in the District as well as their ability to transfer to a four-year college; and

WHEREAS, Fresno City College, Reedley College and Education centers in Clovis, Madera and Oakhurst provide essential educational opportunities for students planning four-year educations, as well as training for health care, police and firefighting professionals; due to accessibility and affordability, enrollment has grown 31% in the last five years; and the need for high-tech training programs to provide a skilled workforce is increasing;

WHEREAS, notwithstanding ongoing efforts to obtain sufficient facility money from the State of California (the "State"), the State has been unable to provide the District with enough money necessary for the District to modernize its facilities to create an optimal learning environment for all its students; and

WHEREAS, in the judgment of the Board, it is advisable to provide additional facility funding for such needs by means of a general obligation bond; and

WHEREAS, Proposition 46, approved by the voters of the State on June 3, 1986 ("Proposition 46"), amended Section 1(b) of Article XIII A of the California Constitution by adding a provision which exempts from the 1% of full cash value limitation, those ad valorem taxes used to pay for debt service of any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by voters voting on the proposition; and

WHEREAS, on November 7, 2000 the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which, as of its effective date, reduced the voter threshold for ad valorem tax levies used to pay for debt service or bonded indebtedness to 55% of the votes cast on a community college district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight which are contained in Proposition 39 and the Act; and

WHEREAS, the Board hereby determines that the restrictions in Proposition 39 which prohibit any bond money from being spent improperly or used for administrative salaries or other operating expenses of the District be strictly enforced by the Citizens Oversight Committee; and

WHEREAS, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2002, and to request each of the Fresno County, Tulare County, Madera County and Kings County Registrars of Voters to perform certain election services for the District;

NOW THEREFORE, THE BOARD OF THE STATE CENTER COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506, hereby requests each of the Fresno County, Tulare County, Madera County and Kings County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount not to exceed \$161,000,000 (the "Bonds") shall be issued and sold for the purpose of raising money for the purposes described in Exhibit A and B hereto.

Section 2. That the date of the election shall be November 5, 2002.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A" and incorporated by reference herein, containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 and the Act, the ballot proposition in Exhibit "A" is subject to the following requirements and determinations:

(a) the proceeds of the sale of the Bonds shall only be used for the purposes set forth in the ballot measure and not for any other purpose, including faculty and administrator salaries and other college operating expense;

(b) that the Board, in establishing the projects set forth in Exhibit "B", evaluated the safety, class size reduction and information technology needs of the District;

(c) that the Board will cause to be conducted an annual, independent performance audit to ensure that the Bond moneys get expended for the college projects identified in Exhibit "B" hereto;

(d) that the Board will cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all of the Bond proceeds have been expended;

(e) that the Board will cause the appointment of a Citizens Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Elections Code Section 15274; and

(f) that the tax levy authorized to secure the Bonds of this election shall not exceed \$25 per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15264 *et seq.*, and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Sections 5322 of the Education Code.

Section 6. That each of the Fresno County Registrar of Voters and the Fresno County Board of Supervisors, the Tulare County Registrar of Voters and the Tulare County Board of Supervisors, the Madera County Registrar of Voters and the Madera County Board of Supervisors, and the Kings County Registrar of Voters and the Kings County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2002 within the District.

Section 7. That the Secretary of the Board is hereby directed to send a certified copy of this Resolution to each of the Fresno County, Tulare County, Madera County and Kings County Registrars of Voters, no later than August 9, 2002.

Section 8. That the maturity of any Bonds issued pursuant to Section 15264 *et seq.* of the Education Code hereto shall have a maturity not exceeding twenty-five (25) years, and Bonds issued pursuant to Section 53506 of the Government Code shall have a maturity of not exceeding forty (40) years. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 9. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass be made by any body or official authorized by law to canvass the returns of the election, and that the Board consents to such consolidation.

Section 10. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of each of Fresno County, Tulare County, Madera County and Kings County is requested to permit the Registrar of Voters of the applicable County to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse Fresno County, Tulare County, Madera County and Kings County, such services to include, but not be limited to, the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) pursuant to the terms of Section 5363 of the Education Code and Section 12112 of the Elections Code.



ADOPTED, SIGNED AND APPROVED this 6th day of August, 2002.

BOARD OF TRUSTEES OF THE STATE CENTER  
COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

STATE OF CALIFORNIA    )  
  )ss  
FRESNO COUNTY            )

I, \_\_\_\_\_, do hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, which was duly adopted by the Board of Trustees of the State Center Community College District at meeting thereof held on the 6th day of August, 2002, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By \_\_\_\_\_  
Secretary

EXHIBIT A

“To prepare students at Fresno City/Reedley College (Clovis, Madera, Oakhurst Centers) for transfer to four-year colleges and careers, including public safety, firefighting, healthcare technology and business, by upgrading equipment, lighting, wiring, fire safety; replacing portables; repairing plumbing, heating/ventilation; repairing/constructing/equipping classrooms, libraries, computer labs, buildings, parking, acquiring land, shall State Center Community College District issue \$161,000,000 of bonds at legal rates, with a Citizens Oversight Committee, annual financial audits and no money for administrator salaries?”

Bonds - Yes

Bonds – No

## EXHIBIT B

### FULL TEXT BALLOT PROPOSITION OF THE STATE CENTER COMMUNITY COLLEGE DISTRICT BOND MEASURE ELECTION NOVEMBER 5, 2002

The following is the full proposition presented to the voters by the State Center Community College District.

“To prepare students at Fresno City/Reedley College (Clovis, Madera, Oakhurst Centers) for transfer to four-year colleges and careers, including public safety, firefighting, healthcare technology and business, by upgrading equipment, lighting, wiring, fire safety; replacing portables; repairing plumbing, heating/ventilation; repairing/constructing/equipping classrooms, libraries, computer labs, buildings, parking, acquiring land, shall State Center Community College District issue \$161,000,000 of bonds at legal rates, with a Citizens Oversight Committee, annual financial audits and no money for administrator salaries?”

The Board of Trustees of the State Center Community College District has evaluated safety, class size reduction, and information technology needs in developing the scope of school facility projects to be funded, as outlined in the District’s Bond Implementation Plan, as shall be amended from time to time, on file with the Public Information Office, including the following projects:

#### PROJECTS

##### **FRESNO CITY COLLEGE**

<b>Technology Upgrades</b>	<b>\$14,650,000</b>
<ul style="list-style-type: none"><li>• Computer systems for vocational training</li><li>• Internet access in labs and classrooms</li><li>• Instructional space &amp; equipment</li><li>• Local/wide area network</li></ul>	
<b>Career and Technology Center</b>	<b>30,000,000</b>
<ul style="list-style-type: none"><li>• Modernize and add classrooms, labs, and Fire Academy training tower</li><li>• Relocate Police Academy from 50-year-old “portables” to a modern, efficient building</li><li>• Upgrade fire alarms, smoke detectors, sprinklers</li><li>• Improve access for disabled</li></ul>	
<b>Historic Old Administration Building (OAB)</b>	<b>25,000,000</b>
<ul style="list-style-type: none"><li>• Seismic upgrades for earthquake safety</li><li>• New classrooms and labs for general education, vocational training</li><li>• Remove asbestos</li><li>• Improve access for disabled</li><li>• Install emergency lighting, exit signage, exterior lighting, non-slip surfaces on interior and exterior stairs for health and safety</li><li>• Health and safety repairs: sewer lines, restrooms, ventilation upgrade</li><li>• Install new fire alarms, smoke detectors, sprinklers and safety equipment</li></ul>	

**Student Technology Center** 2,500,000

- Upgrade Internet access for general education, vocational training classes in high-tech learning center
- Improve access for disabled
- Install fire alarms, smoke detectors, sprinklers, and safety equipment to meet current safety codes

**Parking** 2,630,000

- Add spaces to minimize on-street parking and relieve traffic congestion in adjoining neighborhoods

**Instructional Buildings Repairs** 7,250,000

- Make health and safety repairs of student service buildings, including improved access for disabled students
- Renovate, modernize and equip physical education facilities
- Replace outdated heating, ventilation and cooling systems
- Improve electrical wiring for Internet access, install fire safety equipment, and provide access for disabled persons at the former Police Academy bungalows

**Fresno City College: \$82,030,000**

**REEDLEY COLLEGE**

**New Classrooms** \$3,750,000

- Increase instructional space and updated equipment
- Increase Internet access
- Install upgraded electrical wiring for fire safety

**Renovate, Replace and Repair Existing Classrooms** 11,080,000

- Repair and modernize 40-year-old classrooms
- Health and safety repairs for heating / air conditioning / ventilation, plumbing, electrical systems and air quality
- Replace deteriorated physical education classrooms and facilities
- Upgrade electrical systems for Internet access

**Student Center Renovations and Repairs** 1,790,000

- Health and safety repairs, including additional electrical service to avoid risks of overloaded circuits;
- Improve heating, air conditioning and ventilation systems for energy efficiency, air quality
- Improve access for disabled students

**Replacement Facilities** 8,370,000

- Replace bookstore to meet safety standards and improve access for disabled
- Replace outdated housing to relieve pressure on neighboring community

<b>Repair of Existing Residence Hall</b>	2,990,000
<ul style="list-style-type: none"> <li>• Improve sewer, plumbing, heating, air conditioning and ventilation systems</li> <li>• Upgrade electrical for Internet access &amp; technology</li> <li>• Improve access for disabled</li> <li>• Upgrade fire safety, smoke detector and alarm systems</li> </ul>	

**Reedley College: \$27,980,000**

**EDUCATIONAL CENTERS**

<b>Madera Vocational Training Labs</b>	\$3,590,000
<ul style="list-style-type: none"> <li>• Increased instructional space to accommodate demand for vocational training</li> </ul>	
<b>Renovate Madera Student Center</b>	600,000
<ul style="list-style-type: none"> <li>• Expand bookstore, food services, and dining areas</li> </ul>	
<b>Madera Health &amp; Fitness Center</b>	300,000
<ul style="list-style-type: none"> <li>• Upgrade physical education classrooms</li> </ul>	
<b>Oakhurst Classrooms</b>	290,000
<ul style="list-style-type: none"> <li>• Add new classrooms for general education and occupational training</li> </ul>	
<b>Willow / International Site (serving NE Fresno, Clovis, Fresno County)</b>	
<ul style="list-style-type: none"> <li>• <b>Phase I:</b> Build new classrooms, computer and digital art laboratories, lecture hall, library, distance learning, and instructional and student support space</li> <li>• <b>Phase II:</b> Build new chemistry, biology, and science classrooms, laboratories, lecture hall and instructional support space</li> </ul>	23,680,000 12,480,000
<b>Site Acquisition – Fourth Center</b>	10,000,000
<ul style="list-style-type: none"> <li>• Acquire land for establishment of a new educational center</li> </ul>	

**Education Centers: \$50,940,000**

Listed repairs, rehabilitation projects and upgrades will be completed as needed at a particular site. Each project is assumed to include its share of costs of the architectural, engineering, and similar planning costs, construction management, and a customary contingency for unforeseen design and construction costs. The allocation of bond proceeds will be affected by the District's receipt of State matching funds and the final costs of each project. The District requires State matching funds to complete certain of the projects. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed.

**FISCAL ACCOUNTABILITY REQUIREMENTS.** To ensure that funds are spent as promised to voters, a Citizens Oversight Committee will monitor expenditures and make regular reports to the public. The Committee will include, among others, bona fide representatives of taxpayer, business and senior citizens organizations. Performance and financial audits will be performed annually, and all Bond expenditures will be reviewed by the Committee to ensure that funds are spent as promised to voters."

No Administrator Salaries. Proceeds from the sale of the bonds authorized by this proposition shall be used only for the construction, reconstruction, rehabilitation, or replacement of college facilities, including the furnishing and equipping of college facilities, and not for any other purpose, including faculty and administrator salaries and other operating expenses. By law, all funds can only be spent on repair and improvement projects.

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: August 6, 2002

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SUBJECT: Consideration of Bids  
Phase 1B Facilities  
Madera Center

ITEM NO. 02-175

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EXHIBIT: None

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Background:

Bid #0203-01 provides for all labor, materials, equipment and services necessary for the construction of the new Phase 1B facility at the Madera Center. The work of this project consists mainly of the construction of the new 45,000 sq. ft. classroom/office facility. This new facility includes various science labs, computer and art labs, distance learning and large group instruction classrooms, additional general instruction classrooms and prep areas, and faculty and administrative office space. Also included in the work of this project is the remodeling of the current Phase 1A facility to accommodate an expanded library and to increase the presence of the financial aid and the admissions and records offices.

To ensure that bids would be successfully within the state budget allocation for this project, several additive and deductive alternates were included in the bid documents. In accordance with Public Contract Code section 20103.8, the low bidder was determined by the total price of all bid items, including the additive and deductive alternates. Because of the aggressive nature of the current bidding climate, the administration is able to recommend award to the lowest responsible bidder while including all of the additive alternates. The deductive alternates are not required to be utilized to remain within the state budget allocation.

The schedule for this project provides for completion of the Phase 1B facility prior to the spring 2004 semester and for the remodeling of the Phase 1A facility to be completed by the summer of 2004. Funding for this project will be provided by State of California Lease Revenue Bonds. Award of this project is contingent upon adoption of the resolution regarding construction funding for Madera Phase 1B by the Board of Trustees prior to consideration of this bid. The engineer's estimate for this project is \$14,633,000.00. Bids were received from four (4) contractors as follows:



<u>Bidder</u>	<u>Award Amount</u>
<b>Harris Construction Company, Inc.</b>	<b>\$13,871,000.00</b>
Lewis C. Nelson & Sons, Inc.	\$14,315,000.00
Mauldin-Dorfmeier Construction, Inc.	\$14,407,000.00
Acme Construction Company, Inc.	\$14,650,000.00

Fiscal Impact:

\$13,871,000.00 – State of California Lease Revenue Bonds

Recommendation:

It is recommended that the Board of Trustees:

- a) award Bid #0203-01 in the amount of \$13,871,000.00 to Harris Construction Company, Inc., the lowest responsible bidder, for Phase 1B Facilities at the Madera Center; and
- b) authorize the Chancellor or her designee to sign an Agreement on behalf of the District contingent upon approval by the State Public Works Board.