

AGENDA  
Regular Meeting  
BOARD OF TRUSTEES  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon Avenue  
Fresno, CA 93704  
4:30 p.m., May 5, 2009

- I. Call to Order
- II. Pledge of Allegiance
- III. Introduction of Guests
- IV. Approval of Minutes, Meeting of April 7, 2009 and Special Meeting of April 21, 2009
- V. Delegations, Petitions, and Communications [see footnote, Page 3]
  - A. Special Recognition, 2008-09 Student Trustees William Smith
- VI. Reports of Chancellor and Staff
  - A. PRESENTATIONS
    - 1. Chancellor's Report Tom Crow
    - 2. Campus Reports Cynthia Azari, FCC  
Barbara Hioco, RC  
Terry Kershaw, NC
    - 3. Reports by Fresno City College Academic Senate,  
Fresno City College Classified Senate, and  
Fresno City College Associated Student Government Linda DeKruif  
Ernie Garcia  
Danielle Valdez
    - 4. Fresno City College Nursing Program Carolyn Drake  
Stephanie Robinson
  - B. CONSIDERATION OF CONSENT AGENDA [09-13HR through 09-15HR]  
[09-39G through 09-47G]
  - C. HUMAN RESOURCES
    - 1. Public Hearing on Initial Bargaining [09-22] Randy Rowe  
Proposal Presented by California School  
Employees Association Chapter No. 379

C. HUMAN RESOURCES (continued)

2. Public Hearing on District's Initial Proposal to Full-time Bargaining Unit, SCFT Local 1533 CFT/AFT, AFL-CIO [09-23] Randy Rowe
3. Public Hearing on District's Initial Proposal to Part-time Bargaining Unit, SCFT Local 1533, CFT/AFT, AFL-CIO [09-24] Randy Rowe
4. Consideration to Reorganize District Office Administrative Duties [09-25] Tom Crow

D. GENERAL

1. District Protocol at Public Events [09-26] William Smith
2. Consideration of Quarterly Financial Status Report [09-27] Doug Brinkley
3. Consideration to Authorize Agreement with Wawona Packing Company for Temporary Agricultural Services [09-28] Doug Brinkley

VII. Reports of Board Members

VIII. Old Business

IX. Future Agenda Items

X. Delegations, Petitions, and Communications [see footnote, Page 3]

XI. Closed Session

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Pursuant to Government Code Section 54957

B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT, Pursuant to Government Code Section 54957

1. Interim Dean of Instruction, Business, Fresno City College

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code Section 54957; Chancellor

XII. Open Session

- A. Consideration to Appoint Interim Dean of Instruction, Business, [09-29]  
Fresno City College

XIII. Adjournment

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All supporting documents/materials pertaining to the open session agenda of a regular meeting are available for public inspection by contacting the Office of the Chancellor during the office hours of 8:00 a.m. to 5:00 p.m., Monday – Friday, at (559) 244-5902. Any person with a disability may request this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Jan Krueger, Executive Secretary to the Chancellor, 1525 E. Weldon Avenue, Fresno, CA 93704, (559) 244-5902, 8:00 a.m. to 5:00 p.m., Monday – Friday, at least 48 hours before the meeting.

The Board chairperson, under Board Policy 2350, 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.

CONSENT AGENDA  
BOARD OF TRUSTEES MEETING  
May 5, 2009

HUMAN RESOURCES

1. Employment, Academic Personnel [09-13HR]
2. Employment, Promotion, Change of Status, Transfer, Resignation,  
Classified Personnel [09-14HR]
3. Consideration to Approve New Assistant Residence  
Hall Supervisor Classification and Position [09-15HR]

GENERAL

4. Review of District Warrants and Checks [09-39G]
5. Consideration to Accept Construction Project, HVAC Modifications,  
Forestry/Engineering Building, Reedley College [09-40G]
6. Financial Analysis of Enterprise and Special Revenue Operations [09-41G]
7. Consideration to Approve Quarterly Budget Transfers and  
Adjustments Report [09-42G]
8. Consideration to Adopt Resolution Authorizing Inter-fund Transfer [09-43G]
9. Consideration to Adopt Resolution Authorizing Notice of Intent to  
Establish 2009-10 Appropriations Limit (Gann) [09-44G]
10. Consideration of Claim, Lisa Romero-Blancas [09-45G]
11. Consideration to Adopt Resolution Authorizing Agreement with the  
California Department of Education for Child and Adult Care Food  
Program Training, Fresno City College [09-46G]
12. Time and Responsibility Schedule, General Obligation Bonds,  
Election of 2002, Series 2009A, \$20 Million Bond Issuance [09-47G]

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Employment, Academic Personnel

ITEM NO. 09-13HR

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EXHIBIT: Academic Personnel Recommendations

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Recommendation:

It is recommended that the Board of Trustees approve the academic personnel recommendations, Item A, as presented.

ACADEMIC PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following person:

<u>Name</u>	<u>Campus</u>	<u>Class &amp; Step</u>	<u>Salary</u>	<u>Position</u>
Snyder, Rebecca L.	RC	V, 5	\$75,617	English Instructor

(Current Adjunct Faculty)

(First Contract – August 13, 2009 through May 21, 2010)

Pankratz, Aaron	FCC	IV, 7	\$77,881	Economics Instructor
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(Current One-Year Full-time Temporary Faculty)

(Second Contract – August 13, 2009 through May 21, 2010)

Vinikor, Melinda C.	FCC	II, 4	\$63,622	Sociology Instructor
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(Current Adjunct Faculty)

(First Contract – August 13, 2009 through May 21, 2010)

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Employment, Promotion, Change of Status,  
Transfer, Resignation, Classified Personnel

ITEM NO. 09-14HR

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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 G, as presented.

CLASSIFIED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following persons as probationary:

Name	Location	Classification	Range/Step/Salary	Date
Palm, Mary	FCC	Library/Learning Resources Assistant III Position No. 2275	48-A \$3,175.58	04/07/2009
Yang, Pa Nhia	WI	Instructional Aide – Child Development Lab Position No. 5041	38-A \$14.32/hr.	04/20/2009

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

Name	Location	Classification	Range/Step/Salary	Date
Larochelle, Cynthia	RC	Administrative Aide Position No. 3146	53-A \$20.66/hr.	04/06/2009
Avalos, Antonio Jr.	FCC	Custodian Position No. 2140	41-A \$15.38/hr.	04/23/2009

C. Recommendation to employ the following persons as retiree/hourly (Ed Code 88034):

Name	Location	Classification	Range/Step/Salary	Date
Archuleta, Irene	RC	Administrative Aide Position No. 3043	53-E \$26.96/hr.	04/21/2009

D. Recommendation to approve the promotion of the following regular employees:

Name	Location	Classification	Range/Step/Salary	Date
Armenta, Monica	FCC	Human Resources Technician Position No. 2010 to Administrative Aide Position No. 2451	50-C \$3,673.58 to 53-C \$3,950.58	04/01/2009
Ervin, Theresa	FCC	Accounting Clerk III Position No. 2072 to Accounting Technician I Position No. 2499	48-E \$3,857.25 to 57-B \$4,149.00	04/01/2009
Dix, Tiffany	RC	Administrative Aide Position No. 3146 to Secretary to the President Position No. 3013	53-C \$3,950.58 to 58-A (Confidential) \$4,347.33	04/06/2009



Classified Personnel Recommendation

Page 2

E. Recommendation to approve the change of status of the following regular employees:

Name	Location	Classification	Range/Step/Salary	Date
Armstrong, Jamien	FCC	Library/Learning	48-C	04/07/2009
		Resources Assistant III	\$3,584.25 to	
		Position No. 2275 to	41-E	
		Library/Learning	\$3,201.92	
		Resources Assistant II		
		Position No. 2099		

(Return to regular assignment)

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

Name	Location	Classification	Range/Step/Salary	Date
Ostos, Cathy	RC	Administrative Assistant	55-D	04/30/2009
		Position No. 3043 to	\$4,454.17 to	
	DO	Administrative Assistant	55-D	
		Position No. 1146	\$4,454.17	

(Lateral transfer per PC rule 11-2)

G. Recommendation to accept the resignation of the following regular employees:

Name	Location	Classification	Date
Pennington, Joshua	DO	HR/MIS Data Researcher Position No. 1018	04/01/2009
Bonilla, Lori	RC	Public Information Officer Position No. 3039	04/14/2009

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Consideration to Approve New  
Assistant Residence Hall Supervisor  
Classification and Position

ITEM NO. 09-15HR

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EXHIBIT: None

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Background:

The new residence hall at Reedley College will have the capacity to house 140 students. It has been designed for a live-in, on-site person. The administration has identified the need for a management position that would be responsible for assisting the Residence Hall Supervisor in providing 24 hour, 7 days a week supervision of the residence hall. The position of Assistant Residence Hall Supervisor will be a live-in, on-site position.

Examples of Duties:

Providing supervision for the residence hall and surrounding property; supervising student activities and official functions; providing guidance to students with immediate personal problems; referring students to the Counseling and Guidance department; handling disciplinary cases or referring them to the Vice President of Student Services; working closely with the Health Services and College Police particularly in emergency situations; assisting with directing and supervising the training and performance of classified staff, student Resident Advisors and College Work Study students, assisting with the development of department and program goals and objectives; assisting with the preparation and presentation of recommendations on facilities, staffing and other needs that will enhance the program, financial performance and student life; assisting with weekly staff meetings to problem solve, discuss recent discipline, upcoming events, continue training and staff development; preparing oral and written reports; maintaining established procedures, policies, and records; assisting in making budget recommendations and administration of budget during the year; recommending changes to procedures and policies; assigning rooms, inspecting living quarters, reporting needed maintenance and repairs; supervising the distribution of student mail/messages; assisting with the summer camp/conference program; assisting with overseeing the renovation and maintenance of the dormitories; perform other duties as assigned.

The position will be a management position at Range 24 (\$4,215 per month) on the Management Salary Schedule and will report to the Residence Hall Supervisor

According to AR 4210.2 and Education Code section 88009, the Board of Trustees shall fix and prescribe the duties to be performed by all persons in the classified service. Following the Board of Trustees' approval of the duties, the recommended minimum educational and work experience requirements for this position will be forwarded to the Personnel Commission for their approval according to Education Code section 88095.

Recommendation:

It is recommended the Board of Trustees approve the new Assistant Residence Hall Supervisor classification and position.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Review of District Warrants and Checks

ITEM NO. 09-39G

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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 March 28, 2009, to April 24, 2009, in the amount of \$22,262,372.42.

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 March 25, 2009, to April 25, 2009, in the amount of \$338,536.62.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Consideration to Accept Construction Project,  
HVAC Modifications, Forestry/Engineering  
Building, Reedley College

ITEM NO. 09-40G

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EXHIBIT: None

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Background:

The project for HVAC Modifications, Forestry/Engineering Building, 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 HVAC Modifications, Forestry/Engineering Building, Reedley College; and
- b) authorize the Chancellor or his 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: May 5, 2009

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SUBJECT: Financial Analyses of Enterprise  
and Special Revenue Operations

ITEM NO. 09-41G

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EXHIBIT: Financial Analyses

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Background:

The financial reports for the Enterprise and Special Revenue operations for the quarter ended March 31, 2009, are enclosed. The reports consist of a combined balance sheet and combined statement of revenues and expenditures for the Enterprise operations, which consist of the Bookstores at Fresno City College and Reedley College, and the Special Revenue operations, which consist of the Reedley College Cafeteria and Residence Hall. All operations reflect a positive financial picture with revenues exceeding expenditures.

The enclosed statements are provided for Board information. No action is required.

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
ENTERPRISE & SPECIAL REVENUE OPERATIONS  
BALANCE SHEET  
As of MARCH 31, 2009**

	ENTERPRISE			SPECIAL REVENUE		
	FCC BOOKSTORE*	RC BOOKSTORE*	TOTAL	RC CAFETERIA*	RC RESIDENCE HALL*	TOTAL
<b>ASSETS</b>						
Cash in County Treasury				\$ 194,946	\$ 326,490	\$ 521,436
Cash in Bank	\$ 2,914,043	\$ 213,583	\$ 3,127,626	12,472	6,797	19,269
Revolving Cash Fund	15,200	21,000	36,200	10,500		10,500
Accounts Receivable	442,902	190,023	632,925	37,643	69,332	106,975
Due from Other Funds	325,000		325,000		18,254	18,254
Prepaid Expenses	2,619	2,536	5,155			0
Inventory	1,433,924	1,464,719	2,898,643	66,840		66,840
<b>Total Current Assets</b>	<b>\$ 5,133,688</b>	<b>\$ 1,891,861</b>	<b>\$ 7,025,549</b>	<b>\$ 322,401</b>	<b>\$ 420,873</b>	<b>\$ 743,274</b>
Fixed Assets (Net)	517,449	155,883	673,332			
<b>TOTAL ASSETS</b>	<b>\$ 5,651,137</b>	<b>\$ 2,047,744</b>	<b>\$ 7,698,881</b>	<b>\$ 322,401</b>	<b>\$ 420,873</b>	<b>\$ 743,274</b>
<b>LIABILITIES &amp; FUND BALANCE</b>						
Accounts Payable	\$ (14,170)	\$ (19,608)	\$ (33,778)			
Due to Other Funds	64,200	470,439	534,639	\$ 214,793		\$ 214,793
Warrants Payable				15,732		15,732
<b>Total Current Liabilities</b>	<b>\$ 50,030</b>	<b>\$ 450,831</b>	<b>\$ 500,861</b>	<b>\$ 230,525</b>	<b>\$ -</b>	<b>\$ 230,525</b>
Unreserved Fund Balance	4,151,983	111,194	4,263,177	14,536	420,873	435,409
Reserved Fund Balance	1,449,124	1,485,719	2,934,843	77,340	0	77,340
<b>Total Fund Balance</b>	<b>\$ 5,601,107</b>	<b>\$ 1,596,913</b>	<b>\$ 7,198,020</b>	<b>\$ 91,876</b>	<b>\$ 420,873</b>	<b>\$ 512,749</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 5,651,137</b>	<b>\$ 2,047,744</b>	<b>\$ 7,698,881</b>	<b>\$ 322,401</b>	<b>\$ 420,873</b>	<b>\$ 743,274</b>

\* Does Not Include Indirect Charges

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
ENTERPRISE & SPECIAL REVENUE OPERATIONS  
STATEMENT OF REVENUE & EXPENDITURES  
Period Ending MARCH 31, 2009**

	ENTERPRISE			SPECIAL REVENUE		
	FCC BOOKSTORE*	RC BOOKSTORE*	TOTAL	RC CAFETERIA*	RC RESIDENCE HALL*	TOTAL
<b>TOTAL SALES</b>	\$ 6,550,652	\$ 4,199,341	\$ 10,749,993	\$ 633,099	\$ 437,270	\$ 1,070,369
<b>LESS COST OF GOODS SOLD</b>						
Beginning Inventory	\$ 986,949	\$ 874,833	\$ 1,861,782	\$ 67,615		\$ 67,615
Purchases	5,210,078	3,720,440	8,930,518	314,340		314,340
Sub-Total	6,197,027	4,595,273	10,792,300	381,955		381,955
Ending Inventory	1,433,924	1,464,719	2,898,643	66,840		66,840
Cost of Sales	4,763,103	3,130,554	7,893,657	315,115		315,115
<b>GROSS PROFIT ON SALES</b>	\$ 1,787,549	\$ 1,068,787	\$ 2,856,336	\$ 317,984	\$ 437,270	\$ 755,254
<b>OPERATING EXPENDITURES</b>						
Salaries	\$ 592,211	\$ 472,571	\$ 1,064,782	\$ 193,073	\$ 151,600	\$ 344,673
Benefits	188,767	164,698	353,465	97,133	56,530	153,663
Depreciation	72,827	8,235	81,062			
Supplies	17,474	13,719	31,193	4,008	15,095	19,103
Utilities & Housekeeping	20,198	18,497	38,695		53,508	53,508
Rents, Leases & Repairs	12,372	18,469	30,841	5,420	2,529	7,949
Other Operating	186,798	123,098	309,896	12,760	1,642	14,402
<b>TOTAL OPERATING EXPENDITURES</b>	\$ 1,090,647	\$ 819,287	\$ 1,909,934	\$ 312,394	\$ 280,904	\$ 593,298
<b>NET OPERATING REVENUE (LOSS)</b>	\$ 696,902	\$ 249,500	\$ 946,402	\$ 5,590	\$ 156,366	\$ 161,956
<b>OTHER REVENUE</b>						
Vending				\$ 3,879	\$ 3,093	\$ 6,972
Interest		\$ 390	\$ 390	3,502	5,823	9,325
Other	38,350	30,232	68,582	790	324	1,114
<b>OTHER EXPENSES</b>						
Transfer to Co-Curricular	156,000	60,000	216,000			
Other Transfers						
<b>NET REVENUE (LOSS)</b>	<u>\$ 579,252</u>	<u>\$ 220,122</u>	<u>\$ 799,374</u>	<u>\$ 13,761</u>	<u>\$ 165,606</u>	<u>\$ 179,367</u>

UNAUDITED

\* Does Not Include Indirect Charges



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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Consideration to Approve Quarterly  
Budget Transfers and Adjustments Report

ITEM NO. 09-42G

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EXHIBIT: Report

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Background:

The enclosed Budget Transfers and Adjustments Report reflects budget adjustments through the period ending March 31, 2009. The adjustments represent changes to meet the ongoing needs of the District, including categorically funded programs, educational needs of the campuses, and new grants and agreements.

Recommendation:

It is recommended that the Board of Trustees approve the March 31, 2009, Budget Transfers and Adjustments Report.

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
GENERAL FUND - ALL FUNDING  
Revenue Budget Adjustments/Transfers  
As of 03/31/09**

	Adopted Budget	Budget Adj/Transfers	Current Budget
81000	FEDERAL REVENUES		
81200	\$ 4,097,300	\$ 2,690,208	\$ 6,787,508
81300	1,551,752	(23,335)	1,528,417
81400	377,487	82,590	460,077
81500	204,951	(6,909)	198,042
81600	5,385	13,912	19,297
81700	2,039,785	200,000	2,239,785
81990	2,125,577	963,355	3,088,932
	<u>10,402,237</u>	<u>3,919,821</u>	<u>14,322,058</u>
86000	STATE REVENUES		
86100	100,675,064	201,834	100,876,898
86200	9,755,927	982,129	10,738,056
86500	3,685,487	4,048,367	7,733,854
86700	500,000	-	500,000
86800	4,000,000	-	4,000,000
86900	-	-	-
	<u>118,616,478</u>	<u>5,232,330</u>	<u>123,848,808</u>
88000	LOCAL REVENUES		
88100	28,146,700	-	28,146,700
88200	-	-	-
88300	438,461	157,909	596,370
88400	112,500	8,479	120,979
88500	55,000	-	55,000
88600	1,400,200	-	1,400,200
88700	6,325,000	-	6,325,000
88800	2,251,000	-	2,251,000
88900	1,575,764	105,376	1,681,140
	<u>40,304,625</u>	<u>271,764</u>	<u>40,576,389</u>
	<u>\$ 169,323,340</u>	<u>\$ 9,423,915</u>	<u>\$ 178,747,255</u>

**STATE CENTER COMMUNITY COLLEGE DISTRICT**  
**GENERAL FUND - ALL FUNDING**  
**Revenue Budget Adjustments/Transfers**  
**As of 03/31/09**

	Adopted Budget	Budget Adj/Transfers	Current Budget
	<u>                    </u>	<u>                    </u>	<u>                    </u>
89000 OTHER FIN SOURCES			
89100 Proceeds/Fixed Assets	-	-	-
89400 Proceeds/Long-Term Debt	-	-	-
89800 Incoming Transfers	757,191	-	757,191
Total Other Financing Sources	\$ 757,191	-	\$ 757,191
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Total District Revenues	<u>\$ 170,080,531</u>	<u>\$ 9,423,915</u>	<u>\$ 179,504,446</u>

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
GENERAL FUND - ALL FUNDING  
Expenditure Budget Adjustments/Transfers  
As of 03/31/09**

	Adopted Budget	Budget Adj/Transfers	Current Budget
91000	ACADEMIC SALARIES		
91100	\$ 38,362,587	\$ (55,633)	\$ 38,306,954
91200	17,295,666	1,103,126	18,398,792
91300	15,185,619	341,221	15,526,840
91400	4,007,774	985,682	4,993,456
	<u>74,851,646</u>	<u>2,374,396</u>	<u>77,226,042</u>
	Total		
92000	CLASSIFIED SALARIES		
92100	28,443,882	944,857	29,388,739
92200	1,476,684	53,761	1,530,445
92300	3,731,886	608,991	4,340,877
92400	978,205	228,413	1,206,618
	<u>34,630,657</u>	<u>1,836,022</u>	<u>36,466,679</u>
	Total		
93000	BENEFITS		
93100	5,984,392	144,964	6,129,356
93200	3,003,637	95,897	3,099,534
93300	3,477,338	118,438	3,595,776
93400	15,173,123	423,505	15,596,628
93500	158,515	27,616	186,131
93600	2,202,086	59,354	2,261,440
93700	60,138	30,762	90,900
93900	233,068	-	233,068
	<u>30,292,297</u>	<u>900,536</u>	<u>31,192,833</u>
	Total		
94000	SUPPLIES & MATERIALS		
94200	76,627	65,273	141,900
94300	2,141,869	149,862	2,291,731
94400	2,456,224	676,372	3,132,596
94500	59,555	4,542	64,097
	<u>4,734,275</u>	<u>896,049</u>	<u>5,630,324</u>
	Total		

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
GENERAL FUND - ALL FUNDING  
Expenditure Budget Adjustments/Transfers  
As of 03/31/09**

	<u>Adopted Budget</u>	<u>Budget Adj/Transfers</u>	<u>Current Budget</u>
95000	OTHER OPER EXPENSES		
95100	4,227,389	27,066	4,254,455
95200	2,502,570	552,181	3,054,751
95300	1,877,884	372,038	2,249,922
95400	263,759	4,216	267,975
95500	3,545,379	1,690,987	5,236,366
95600	1,119,600	-	1,119,600
95700	1,568,262	350,766	1,919,028
95900	794,679	441,488	1,236,167
	<u>15,899,522</u>	<u>3,438,742</u>	<u>19,338,264</u>
96000	CAPITAL OUTLAY		
96100	-	-	-
96200	357,350	-	357,350
96400	268,212	300,129	568,341
96500	2,622,821	1,195,371	3,818,192
96800	352,858	51,176	404,034
	<u>3,601,241</u>	<u>1,546,676</u>	<u>5,147,917</u>
	<u>\$ 164,009,638</u>	<u>\$ 10,992,421</u>	<u>\$ 175,002,059</u>
97000	OTHER OUTGO		
97100	177,461	-	177,461
97200	395,000	-	395,000
97300	3,693,345	145,960	3,839,305
97500	-	-	-
97600	815,377	316,102	1,131,479
97900	385,405	5,631,793	6,017,198
	<u>\$ 5,466,588</u>	<u>\$ 6,093,855</u>	<u>\$ 11,560,443</u>
	<u>\$ 169,476,226</u>	<u>\$ 17,086,276</u>	<u>\$ 186,562,502</u>

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

---

SUBJECT: Consideration to Adopt Resolution  
Authorizing Inter-fund Transfer

ITEM NO. 09-43G

---

EXHIBIT: Resolution

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Background:

In accordance with Governmental Accounting Standards Board (GASB) Statement #45, the District makes an annual contribution to fund Other Post Employment Benefits (OPEB). The transfer below is the District's contribution for the current fiscal year. The District has deposited these funds in an Irrevocable Trust Fund with U.S. Bank but, due to the volatility of long-term investments, the administration is recommending that the funds be transferred to an internal District fund where the monies will be invested with Fresno County.

In order to properly account for the inter-fund transfer of monies between funds, the California Education Code requires a Resolution authorizing said transfer. The Resolution provides direction for the Fresno County Office of Education to complete an inter-fund transfer as follows:

<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Purpose</u>
General Fund	Retiree Benefits Fund (GASB 45)	\$2,803,677	GASB 45 Annual Required Contribution (ARC)

Recommendation:

It is recommended that the Board of Trustees:

- a) approve Resolution No. 2009-5 authorizing an inter-fund transfer in the amount of \$2,803,677 from the General Fund to the Retiree Benefits Fund (GASB 45); and
- b) authorize filing said Resolution with the Fresno County Office of Education.

RESOLUTION NO. 2009-5

AUTHORIZING INTER-FUND TRANSFER

WHEREAS, the Board of Trustees has authorized establishment of the General Fund, Capital Projects Fund, Bookstore Fund, Scholarship and Loan Fund, Student Financial Aid Fund, Co-Curricular Fund and Retiree Benefits 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 \$2,803,677 from the General Fund to the Retiree Benefits Fund;

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 2009-5 be approved authorizing the transfer of \$2,803,677 from the General Fund to the Retiree Benefits 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 5<sup>th</sup> day of May, 2009, by the following vote, to wit:

AYES:

NOES:

ABSENT:

---

Dorothy Smith, 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: May 5, 2009

---

SUBJECT: Consideration to Adopt Resolution  
Authorizing Notice of Intent to Establish  
2009-10 Appropriations Limit (Gann)

ITEM NO. 09-44G

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EXHIBIT: Resolution

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Background:

In November 1979 the voters passed Proposition 4 (Gann), which effectively places an appropriations limit on each public entity within the State. The appropriations limit base was derived from the amount an entity had appropriated in its budget during the 1978-79 fiscal year. The base is annually adjusted upward in accordance with the inflationary allowance relating to the Consumer Price Index, as well as by population increase. Under Senate Bill 1352, enacted by the Legislature to implement Proposition 4, it is necessary that each public entity establish its appropriations limit for a given year prior to the last day of the previous fiscal year. It is further necessary that the governing body provide fifteen (15) days in which the public may examine the documentation used in arriving at the appropriations limit. Further legislation modified the method for computing the limit but the notification provisions remain the same.

The enclosed Resolution is intended to notify the public that the appropriations limit for this District for 2009-10 has been established and will be officially approved at a regular meeting of the Board to be held on June 2, 2009.

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2009-6, Notice of Intent to Establish an Appropriations Limit for the 2009-10 Fiscal Year.



RESOLUTION NO. 2009-6

NOTICE OF INTENT TO ESTABLISH AN APPROPRIATIONS LIMIT  
FOR THE 2009-10 FISCAL YEAR

WHEREAS, on November 6, 1979, the People of the State of California adopted Proposition 4, the Gann Initiative, which added Article XIII B to the State Constitution; and

WHEREAS, said Article and Section 7900, et seq., of the Government Code require this Board to establish, by Resolution, at a regular or special meeting, its appropriations limit for the 2009-10 fiscal year; and

WHEREAS, said Article and Section 7900, et seq., of the Government Code further require this Board to notify the public at least fifteen (15) days prior to the holding of such meeting.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The public is hereby notified that at 4:30 p.m., on June 2, 2009, the governing board of the State Center Community College District will hold a meeting at 1525 East Weldon Avenue, Fresno, California, to establish its appropriations limit for the 2009-10 fiscal year.
2. The public is further notified that the documentation used in the determination of said appropriations limit is available to any person who wishes to examine or inspect the same, either prior to, during, or after said meeting.
3. The Chancellor of this District or his designee is hereby directed to post a copy of this Resolution at least fifteen (15) days prior to June 2, 2009, in order to inform the public of the matters contained herein.

The foregoing Resolution was adopted upon motion of Trustee \_\_\_\_\_,  
seconded by Trustee \_\_\_\_\_, at a regular meeting of the Board of Trustees of the  
State Center Community College District on this 5th day of May, 2009, by the following vote,  
to wit:

AYES:

NOES:

ABSENT:

---

William J. Smith, President  
Board of Trustees  
State Center Community College District  
Fresno, California

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Consideration of Claim  
Lisa Romero-Blancas

ITEM NO. 09-45G

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EXHIBIT: Claim

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Background:

The District is in receipt of a claim submitted on behalf of Lisa Romero-Blancas. 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.

Estimated Fiscal Impact:

Unknown

Recommendation:

It is recommended that, in accordance with established procedures, the Board of Trustees reject the claim submitted on behalf of Lisa Romero-Blancas and direct the Chancellor or Vice Chancellor, Finance and Administration, 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: May 5, 2009

---

SUBJECT:      Consideration to Adopt Resolution Authorizing      ITEM NO. 09-46G  
                 Agreement with the California Department of  
                 Education for Child and Adult Care Food Program  
                 Training, Fresno City College

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EXHIBIT:      Resolution

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Background:

The California Professional Nutrition Education and Training (Cal-Pro-NET) Center at Fresno City College develops and provides specialized instructional programs for child nutrition personnel at the production, supervisory, and administrative levels. Through this Agreement, the Cal-Pro-NET Center will continue to partner with the California Department of Education, Nutrition Services Division, to plan, organize and conduct mandatory training programs for Child and Adult Care Food Program sponsors in California. This Agreement, in the amount of \$100,000, is for the period January 1, 2009, to December 31, 2009.

Recommendation:

It is recommended that the Board of Trustees:

- a) adopt Resolution No. 2009-6 authorizing the District, on behalf of the Fresno City College Cal-Pro-NET Center, to enter into an Agreement with the California Department of Education, Nutrition Services Division, to plan, organize and conduct mandatory training programs for Child and Adult Care Food Program sponsors in California for the period January 1, 2009, to December 31, 2009, with funding in the amount of \$100,000;
- b) authorize renewal of the Agreement with similar terms and conditions; and
- c) authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign the Agreement on behalf of the District.

**RESOLUTION NO. 2009-7**

This Resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for Child and Adult Care Food Program training programs for the Fresno City College Cal-Pro-NET Center and to authorize the designated personnel to sign contract documents for the period January 1, 2009, through December 31, 2009.

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**RESOLUTION**

BE IT RESOLVED that the Governing Board of the State Center Community College District authorizes entering into Contract Number CN088562 and that the persons who are listed below are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Thomas A. Crow	Chancellor	
Douglas R. Brinkley	Vice Chancellor Finance and Administration	

PASSED AND ADOPTED this 5th day of May, 2009, by the Governing Board of the State Center Community College District of Fresno County, California.

I, Dorothy Smith, Clerk of the Governing Board of State Center Community College District of Fresno County, California, certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the Resolution is on file in the office of said Board.

---

(Clerk's Signature)

---

(Date)

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Time and Responsibility Schedule,  
General Obligation Bonds, Election of 2002,  
Series 2009A, \$20 Million Bond Issuance

ITEM NO. 09-47G

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EXHIBIT: None

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Background:

The District is scheduled to issue the fourth in a series of bonds related to the passage of Measure E in November of 2002. Enclosed is a copy of the Time and Responsibility Schedule. This issuance will be in the amount of \$20 million and will be used for the following projects:

- Reedley College Modernization
- Reedley College Residence Hall
- Willow International Phase 2
- Old Administration Building

This item is provided for Board information only; no action is required.

**STATE CENTER COMMUNITY COLLEGE DISTRICT**  
**General Obligation Bonds, Election of 2002, Series 2009A**

**Time and Responsibility Schedule**  
(as of April 13, 2009)

April 2009						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2009						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2009						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2009						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2009						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

<u>Date</u>	<u>Event</u>	<u>Responsible Parties</u>
04/06/09	<input checked="" type="checkbox"/> Initial meeting to discuss bond financing	District, UW
04/13/09	<input checked="" type="checkbox"/> Distribute Preliminary Schedule and Interested Parties List	UW
05/01/09	<input type="checkbox"/> Distribute first draft of rating agency presentation	UW
05/04/09	<input type="checkbox"/> 1 <sup>st</sup> Distribution of Resolutions for comment	BC, UC
05/04/09	<input type="checkbox"/> First draft of Preliminary Official Statement (POS)	DC
05/18/09	<input type="checkbox"/> 2 <sup>nd</sup> Distribution of Resolutions & supporting documents for comment	BC, UC
05/18/09	<input type="checkbox"/> Distribution of second draft of POS	DC
05/20/09	<input type="checkbox"/> Agenda cut-off for District Board of Trustees	BC, District
05/21/09	<input type="checkbox"/> Distribute second draft of rating agency presentation	UW
05/26/09	<input type="checkbox"/> Mail Package to Rating Agencies/Bond Insurers	UW, DC, BC
06/02/09	<input type="checkbox"/> Board of Trustees adopts Resolutions and approves legal documents	District
06/03 - 06/04	<input type="checkbox"/> Rating meetings in San Francisco	District, UW, BC
06/12/09	<input type="checkbox"/> Receive Ratings and Insurance Commitments (if applicable)	UW
06/15/09	<input type="checkbox"/> Distribution of final draft of POS	DC
06/16/09	<input type="checkbox"/> Print / Mail Preliminary Official Statement	UW, DC
06/23/09	<input type="checkbox"/> Pre-price Bonds (Pre-pricing call at 2:00pm)*	District, UW
06/24/09	<input type="checkbox"/> Price Bonds (Pricing call at 10:00am)*	District, UW
06/24/09	<input type="checkbox"/> Sign Purchase Agreement. Final Debt Service Schedule to County	District, UW
06/25 - 07/06	<input type="checkbox"/> Finalize Documentation	All Hands
07/02/09	<input type="checkbox"/> Print and Distribute Final Official Statement	UW, DC
07/07/09	<input type="checkbox"/> Pre-Close (TBD)	All Hands
07/08/09	<input type="checkbox"/> Closing and delivery of funds	All Hands
08/04/09	<input type="checkbox"/> Report to the District Board of Trustees on Sale of Bonds	UW, BC

\*Preliminary, subject to change

District - State Center Community College District  
County - County of Fresno  
BC&DC - Bond Counsel & Disclosure Counsel: Stradling Yocca Carlston & Rauth  
UW - Underwriter: RBC Capital Markets  
UC - Underwriters' Counsel: Kutak Rock



RBC Capital Markets®

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Public Hearing on Initial Bargaining Proposal  
Presented by California School Employees  
Association Chapter No. 379

ITEM NO. 09-22

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EXHIBIT: None

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Background:

Government Code Section 3547 sets forth the “sunshine” provisions of the Rodda Act. The Board is required to hold a public hearing on the initial proposal of the employee group and those of the Board. The California School Employees Association Chapter #379 initial proposal has been made available for public review since the posting of the agenda on April 29, 2009. The CSEA initial proposals are as follows:

SUCCESSOR PROPOSAL FROM  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
STATE CENTER COMMUNITY COLLEGE DISTRICT CHAPTER #379  
TO THE STATE CENTER COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES

Article 1: Term of Agreement, change dates to read July 1, 2009 through June 30, 2012

Article 2: no changes

Article 3: no changes

Article 4: no changes

Article 5: eliminate

Article 6: no changes



Item No. [09-22] (continued)  
May 5, 2009

Article 7:

- Paragraph: D. Change second sentence to read. The list shall contain the name, present classification, date of hire, worksite, home address, and home telephone number.
- Paragraph: L. Released Time: all unused release time will be accumulated from one (1) month to the next.
- Add Paragraph: N. Conference Release Time, CSEA Annual Conference. The District agrees to provide CSEA paid release time not to exceed five (5) days per year for the purpose of attending CSEA annual conference. The number of employees authorized to attend shall be based upon current criteria set by CSEA. **The formula currently in use by CSEA is two (2) delegates for the first one hundred and fifty (150) members and one (1) additional delegate for each additional one hundred (100) members or fraction thereof.**
- Add Paragraph: O. New Employee Orientation. The district will notify CSEA of all new employees and allow a CSEA representative access to new employees during orientation. The CSEA chapter president will be notified at least three (3) duty days in advance of the orientation session.

Article 20: add the following Holidays.

- December 24, Christmas Eve
- March 31, Cesar Chavez Day EC88023

Article 21: Employee Evaluations

- Change A.2 to read. For all regular permanent employees: at least once every **(2) two years.**

Article 22: Transfers-Work Location

- Mileage: Employees assigned to more than one worksite will receive mileage reimbursement currently approved by the Board of Trustees, which will be the current IRS mileage rate. Mileage shall be based on the longest travel distance from home to work location, or from one work location to another within the district, whichever is the greatest distance.

Transfers/Reassignments

- Transfers and reassignments are a change in working conditions and are within the scope of bargaining and negotiable in accordance with EERA 3543.2.
- The district does have the right under Article 25 to organize, staff, direct and control the assignment of SCCCD personnel provided that any transfer or reassignment is in the best interest of the district.

Item No. [09-22] (continued)  
May 5, 2009

- Definitions:
  - Reassignments as defined in this section will not result in a reduction of hours or wages.
    - A. Lateral reassignment: a change of site/department location within the same classification.
    - B. Administrative reassignment: a change of site location initiated by the district.
    - C. Voluntary reassignment: a lateral reassignment request initiated by the bargaining unit member.
    - D. Involuntary reassignment: a change in site location caused by lack of funding at the current site initiated by the district.
- Reassignments will be based on the following:
  - A. Needs of the District
  - B. Qualifications, skills and abilities of bargaining unit member being reassigned.
  - C. Seniority of bargaining unit member being assigned.

Article 25: Management Rights and Responsibilities.

- Change second paragraph page 24 to read. The district may contract out bargaining unit work that can not be performed by bargaining unit members as permitted by statute and to the extent such contracting out of unit work does not violate the education code or the Educational Employment Relations Act.

Article 26: Grievance Procedure

- Change paragraph B to read. A “grievant” may be any member or members of the bargaining unit covered by the terms of this agreement. CSEA shall have the right to file a grievance on behalf of any bargaining unit member or to file on behalf of the chapter.

Article 27: D. Vacation Scheduling

- Change paragraph 2 to read food service employees shall take vacation at the discretion of the cafeteria manager in no less than two (2) hour increments or more during days school is in session, and shall not exceed forty (40) hours in any one (1) school year. These hours shall be scheduled based on seniority, voluntary or rotational basis. Cafeteria employees with accumulated vacation hours at the end of the school year shall be paid in a lump sum payment for unused vacation.

Article 29: Employee Expenses and Materials

- Paragraph A. Uniforms: All uniforms provided to district employees shall be dry cleaned and or laundered, and repaired by the district. This shall include district police officers.

Item No. [09-22] (continued)  
May 5, 2009

- Paragraph D. District Police Officers. All district police officers shall be issued tasers currently utilized by the Fresno Police Department and/or the Fresno County Sheriffs Department as an alternative to the use of deadly force. Police Officer safety vests shall be replaced every five (5) years or when deemed to be damaged and/or unsafe for use.

Article 30: CSEA intends to open

Article 32: Change dates

Article 33: CSEA intends to open

- Section 5. Professional Growth

Units completed	15	30	45	60
Monthly amount	\$50	\$100	\$150	\$200

Article 34: CSEA intends to open

- New language, removal of waivers.

Article 35: Disciplinary Action

- Paragraph E. Time period for bringing disciplinary action, change to read. No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of charges and recommended disciplinary action unless such cause was concealed or not disclosed by the employee or such cause could not have reasonably been discovered by the District.

Eliminate all District personnel parking fees.

Change all relevant dates to read July 1, 2010 - June 30, 2012.

Recommendation:

The Board should open the meeting for public comment on CSEA's initial proposals. Following the open comment, no action is necessary on the part of the Board.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

---

SUBJECT: Public Hearing on District's Initial Proposal  
to Full-time Bargaining Unit, SCFT Local  
1533, CFT/AFT, AFL-CIO

ITEM NO. 09-23

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EXHIBIT: None

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Background:

Government Code 3547 sets forth the "sunshine" provisions of the Rodda Act. The Board is required to hold a public hearing on the District's initial proposal to the SCFT Full-Time Bargaining Unit. The District's proposal has been made available to the public since the posting of the agenda on April 29, 2009.

**INITIAL PROPOSAL FROM THE  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
TO THE  
STATE CENTER FEDERATION OF TEACHERS LOCAL 1533**

**2009-2012**

The collective bargaining provisions herein by the State Center Community College District Board of Trustees to the State Center Federation of Teachers are expressly pursuant to the Educational Employment Relations Act and Article V, WAIVER OF BARGAINING, of the current Collective Bargaining Agreement between the parties.

It is the intention of the State Center Community College District Board of Trustees to bargain in good faith over the proposals submitted by the respective parties to the Collective Bargaining Agreement pursuant to the Educational Employment Relations Act.

Any article proposed for amendment by the Exclusive Representative in accordance with Article V, shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

Item No. [09-23] (continued)  
May 5, 2009

**ARTICLE I**  
**TERM OF AGREEMENT**

Article I, TERM OF AGREEMENT, shall remain unchanged except for the following amendments:

This Agreement between the State Center Community College District (hereinafter referred to as “District”) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (hereinafter referred to as the “Federation”) is effective upon ratification, and shall remain in full force and effect through June 30, **2012, or three (3) years from the date of ratification whichever is later.**

**ARTICLE II, EXHIBIT A**  
**UNIT COMPOSITION**

Article II, Exhibit A of the Agreement, UNIT COMPOSITION, shall remain unchanged except for the following amendment:

First contract, second contract, third contract fourth contract, regular teachers, counselors, librarians, and school nurses who were employed full-time on Salary Schedule “A” on November 30, 1976, with the following exclusions:

- A. Employees in positions designated as management by the Board of Trustees, including the chancellor, vice chancellors, college presidents, deans, and directors (except Directors of Athletics).
- B. All personnel compensated solely on Salary Schedule “C”, substitutes, both short term and long term.
- C. All temporary employees as defined by Education Code sections 87470, 87482, and 87612, **except temporary faculty who serve at least 75 percent of the academic year, shall be included in the full-time faculty bargaining unit.**

**ARTICLE V**  
**WAIVER OF BARGAINING**

Article V, WAIVER OF BARGAINING, shall remain unchanged except for the following amendments:

Section 1. WAIVER:

Item No. [09-23] (continued)  
May 5, 2009

- A. This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. **The Federation acknowledges that during negotiations which preceded this Agreement, (the Federation) had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete commitments of both parties.**

**The Federation and the District mutually agree that for the life of this Agreement neither party shall be obligated to negotiate collectively with respect to any subject or matter referenced to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, unless there is mutual agreement by both parties to reopen negotiations on those specific matters, except as otherwise specified in this Agreement.**

- C. **The Board shall have the exclusive right to determine the impacts and effects of matters outside the scope of representation as permitted by the Educational Employment Relations Act.**

## Section 2. BEGINNING NEGOTIATIONS

This is a closed contract and neither party will be required to negotiate on any item during the term of this contract unless both parties mutually agree to negotiate. Any AFT initial proposal shall be given to the District between January 1, **2012** and June 30, **2012**.

### **ARTICLE VII** **MAINTENANCE OF OPERATIONS**

Article VII, MAINTENANCE OF OPERATIONS, shall be renamed **CONCERTED ACTIVITIES** and shall be replaced with the following provisions:

- A. The Federation agrees that neither the Federation, nor any person officially acting in its behalf, will cause, authorize, engage in, sanction, or, take part in a strike, a concerted

failure to report for duty, or other similar action against the District. In consideration thereof, the District agrees there shall be no lockout of unit members.

Item No. [09-23] (continued)  
May 5, 2009

## **ARTICLE IX FEDERATION RIGHTS**

Article IX, FEDERATION RIGHTS, shall remain unchanged except for the following amendments:

### Section 6. MAILBOX USAGE:

Duly authorized communications may be placed by the Federation in the mailboxes of unit members. Such communications must be dated and bear Federation identification as the distributor. **A copy of all items distributed by District mail service and/or unit member mailboxes shall be forwarded to the Chancellor as soon as possible. The Federation agrees to use the district's mail service in compliance with CA. Ed. Code section 7054.**

### Section 9. FACILITIES USAGE:

Upon advance request, and with approval, the Federation will be granted the use of facilities, depending upon availability of space **and conformity with the Civic Center Act. It is expressly understood and agreed to that the Federation and its members will not use District services, supplies, or equipment for the purpose of urging the support or defeat of any ballot measure or candidate in accordance with California Education Code section 7054.**

## **ARTICLE X MANAGEMENT RIGHTS**

Article X, MANAGEMENT RIGHTS, shall remain unchanged except for the following amendments:

### Section 1.

The federation recognizes and agrees that the exercise of the express and implied legal powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. **It is agreed that such powers include, but are not limited to, the Board's sole right to manage the District and direct the work of its employees; to determine the level, means**

**and kinds of services provided; to determine the staffing patterns and the number of kinds of personnel required; to determine its organization; to determine assignment and location**

Item No. [09-23] (continued)  
May 5, 2009

thereof; to determine performance standards; to decide on the building, location or modification of a facility; to determine the budget and methods of raising revenue; to determine educational objectives and policies; to determine the time and hours of operation of District facilities; to sub-contract work or operations except where expressly forbidden by law; to maintain order and efficiency; to determine rules applicable to employees; to hire, assign, evaluate, promote, discipline, layoff and transfer employees. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above. The exercise of any right reserved to the District herein in a particular matter or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner. The right to determine or decide any of the foregoing shall also include the right to implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently in any of such areas.

## **ARTICLE XII** **HOURS, WORKLOAD, CLASS SIZE**

Article XII, HOURS, WORKLOAD, CLASS SIZE, shall remain unchanged except for the following amendments:

### **New Section: STUDENT LEARNING OUTCOMES**

**The Federation recognizes that unit member professional responsibilities shall include the development, implementation, and assessment of student learning outcomes.**

### **Section 3. LECTURE HOUR EQUIVALENTS**

By mutual agreement between the instructor and the **Vice President of Instruction**, adjustments in teacher workload based on the application of the above formula which would normally dictate the changing of an instructor of a class shall not be made until the following semester. By mutual agreement between the instructor and the **Vice President of Instruction**, factors for lecture hour equivalents for lecture classes may be established by using the number which is the arithmetic mean of the number of students in all classes of the contract load for the instructor, computed on the first (1<sup>st</sup>) census week enrollment.

**All assigned classes which generate FTES shall be included in determining teacher load credit; however, load credit will be prorated for classes which are less than a semester in duration and for those classes to which a teacher is assigned for less then the full duration of the class.** (moved from pg. 29 of CBA)

### **Section 5. OFFICE HOURS**



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At least one office hour shall be scheduled by unit members on days when they do not have classes scheduled. Said office hour may be rescheduled to another day **upon approval of the immediate supervisor due to extraordinary circumstances, and such rescheduling, except as otherwise stated, shall be limited to not more than two times in any semester.** ~~under the following circumstances:~~

1. ~~For unit member to perform assignment related work off campus.~~
2. ~~For unit member to participate in professional development.~~
3. ~~For unit member to develop curriculum.~~
4. ~~For unit member to engage in college related activity with students currently enrolled in one of his/her classes.~~

The instructor shall, not later than the day prior, inform his/her immediate supervisor of the need to reschedule the office hour and **if approved by the immediate supervisor** publish the rescheduled office hour conspicuously for students.

The instructor is responsible for attending meetings including all meetings called by administration, curriculum, department, faculty, or committee on non-teaching days.

The instructor may not reschedule an office hour during a week when students specify a need for his/her office hour assistance on a non-teaching day.

The rescheduling of an office hour may not exceed more than **two (2) days in any semester** ~~(1) day in any five (5) day work week period.~~ Exceptions warranted by special circumstances may be authorized by the college president ~~or the unit member's immediate supervisor.~~

#### Section 6. CALENDAR:

The week preceding **the Sunday referred to as Easter** , ~~will be Easter Spring Break~~ **and shall be vacation non-duty** days for all bargaining unit members.

One flexible schedule day shall be provided at the beginning of each semester, unless the District and the Senates mutually agree otherwise. Faculty members may request to reschedule a "flex day" at a time other than the date at the beginning of the fall and spring semester(s) for a specific educationally related activity which is beneficial to the education of students providing such alternate schedule is management approved and within the normal travel and budget expenses. Any approved rescheduled "flex day" must occur within the academic year from which it was rescheduled and must be outside of the individual faculty member's regular contract and

overload teaching schedule as assigned. ~~Weekday evenings and/or weekend days are permissible if no evening classes, and/or weekend classes, respectively, are part of the faculty member's~~

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May 5, 2009

~~regular contract teaching schedule.~~ Faculty scheduling alternative flex day activities are responsible for the reporting requirements required in regulation.

#### Section 9. CANCELLATION OF COURSES

~~All contracts and/or "employment agreements" will be approved and mailed to unit members by the Vice Chancellor, Personnel.~~

If sections of courses are canceled, it is the District's responsibility to provide a full assignment as defined in Article XII, Section 4.

#### Section 11. REASSIGNED TIME FOR FACULTY AND SENATE

A. The district agrees to provide the Academic Senate at Fresno City College and Reedley College reassigned time of the equivalent of 1.5 FTE each for the conduct of faculty senate activities as follows: (1) perform faculty senate duties and responsibilities, (2) direct, coordinate, or participate on faculty senate subcommittees or on campus or district committees to which the senate has member appointment rights or programs. **Prior to the beginning of each semester**, such reassigned time shall be agreed to **by the president or designee.** ~~and scheduled prior to the beginning of each semester.~~

#### Section 12. DISTANCE EDUCATION

B. Teaching Load Factor: ~~A unit member teaching a distance education course (as designated by the College District) shall receive LHE credit on the ratio of four (4) LHE per three (3) units taught.~~ LGI factors shall apply to distance education courses in the same manner as for traditional courses. Unit members teaching distance education courses must teach at least 40% of his/her load on campus per semester. The District may allow a unit member to teach less than 40% of his/her load on campus per semester, provided there is mutual agreement between the President or Vice Chancellor North Centers or their designee and unit member.

E. Course Evaluations: **The Vice President of Instruction shall review and evaluate distance education courses on an annual basis. Course evaluation shall include assessment of course matriculation and effectiveness of technology. Distance Education instructors shall participate on an annual basis in the evaluation of distance education courses, including participation in the evaluation of student learning outcomes for the particular course taught.**

F. Instructor Evaluations: **Distance education instructors shall be evaluated in the same manner as outlined in Article XIII for both contract and tenured faculty,**

**except that the evaluation of distance learning instructors shall emphasize topics uniquely important to the instruction of a distance education course.**

- 1. Areas of emphasis include but are not limited to: regular effective contact between instructor and student, including group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, correspondence, voice mail, e-mail, or other activities; effective teaching methods; appropriate use of technology; multiple measures of assessing student learning; appropriate accommodation of students with disabilities.**

### **ARTICLE XIII** **FACULTY CONDITIONS**

Article XIII, FACULTY CONDITIONS, shall remain unchanged except for the following amendments:

Section 1: EVALUATION OF FACULTY:

TENURE REVIEW/EVALUATION OF CONTRACT EMPLOYEES

A. PURPOSE

The tenure review process should ensure that students have access to the most knowledgeable, talented, creative, and student-oriented faculty available. A four-year probationary period provides sufficient time for certificated contract employees to understand the expectations for tenure, to continue developing skills and acquiring experience to participate successfully in the educational process, and to use the District's and other resources for professional growth. The tenure review process should promote professionalism, enhance academic growth, and evaluate contract employees relative to continued employment consideration by providing a useful assessment of performance, using clear evaluation criteria.

B. PROCEDURES

1. Contract provisions for the evaluation of the contract certificated faculty shall be clarified for tenured faculty and supervisors early in the college year by District and Federation representatives.
2. A contract employee's evaluation committee shall consist of three (3) members, including two tenured department members (from contract employee's discipline, whenever possible) and the immediate supervisor (or his/her representative). If

the department of the contract employee does not have two tenured faculty, division members may be used. Faculty members shall be drawn randomly by the department chair from the discipline/department pool of volunteers. At a department's discretion, the department chair may serve regularly as one of two faculty members on the committee. **If a conflict of interest arises, including the appearance of a conflict, involving a specific committee member, the member shall be removed from the committee by the District and replaced as provided in this section by random drawing from the discipline/department pool of volunteers.** At the request of the contract employee and based on sufficient cause, the committee may be augmented by one member beginning in the second semester of the first year provided there is approval by the District and the Federation. The District and Federation shall receive input from both the contract employee and the committee.

Except for persons who are in a need-to-know position, the evaluation process shall be confidential to the extent provided by law. An evaluation committee member may be removed from the committee by the District for a breach of confidentiality or a material breach of the contractual obligations of a committee member. The committee member who is removed shall be replaced in the same manner as committee members are selected

C. COMMITTEE COMPENSATION

1. Each faculty committee member shall receive **up to ten (10) hours or the actual number of logged hours, whichever is less**, of compensation equivalent to the top of Schedule "C" Lab rate for each year he or she serves on the evaluation committee and completes the evaluation cycle. To be eligible to receive the compensation, counselors, librarians, nurses, and tutorial instructors must perform such evaluation services outside of their regularly assigned work week under Article XII, Section 4.

D. OTHER EVALUATION PROCEDURES

1. Duties and Responsibilities of Evaluation
  - a. Immediate supervisor conducts a "duties and responsibilities" evaluation in accordance with District Policy. The contract employee will be

evaluated on requirements such as holding classes, maintaining roster and attendance records, **developing, implementing and assessing student learning outcomes**, turning in grades, posting and holding office hours, and performing departmental/institutional duties such as attending

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meetings, participating in program review process, serving on committees, advising students, etc.

2. Records Evaluation

- a. Contract employees shall submit classroom (or other appropriate records) for evaluation, including syllabi, course objectives for students, **student learning outcomes**, tests, grading criteria, etc.

E. EVALUATION CRITERIA

1. STUDENTS

- e. **awareness and understanding of student progress toward achieving student learning outcomes.**

3. CLASSROOM TEACHING

- f. Evidence of course objectives **and student learning outcomes** being met through evaluation of student work that measures those outcomes and objectives, through tests and examinations, written assignments, oral responses, or other appropriate means.
- h. Evaluation of student progress in keeping with the course objectives, **student learning outcomes**, and institutionally adopted course outlines.

J. EVALUATION TIMELINE FOR TEMPORARY EMPLOYEES

1. **Inclusion in the full-time faculty bargaining unit of temporary faculty who serve at least 75 percent of the academic year will not alter the employees' temporary status. Such employment may be terminated at any time without regard to termination proceedings in this agreement or with respect to provisions in the Education Code concerning the termination of contract (probationary) or tenured (permanent) employees.**
2. **Collective bargaining agreement, Article XIII, sections 1(A)-1(B), 1(F)-1(I) and 2 will not apply to temporary faculty who serve at least 75 percent of the academic year.**

Section 2. EVALUATION OF TENURED FACULTY:

Item No. [09-23] (continued)  
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A. Purpose:

The purpose of the evaluation procedure of tenured faculty is to enhance the quality of education, to recognize outstanding performance, to enhance performance and to further the growth and development of faculty members, to identify areas of performance needing improvement and to assist faculty members in achieving improvement, **to ensure application of student learning outcomes**, and to maintain the educational quality and standards of the College District.

B. Evaluation Team

1. The evaluation team shall consist of a peer reviewer and the immediate supervisor. **The evaluation team shall be familiar with the process of developing, implementing and assessing student learning outcomes.** The peer reviewer shall be selected by the immediate supervisor from a list of three names provided and in order of preference by the unit member being evaluated from the unit member's department or division (with prior approval from the immediate supervisor, the unit member offer one or more names for peer review selection from a different department, division, and/or campus).

Section 3. TEACHER LOAD CREDIT FOR ASSIGNED CLASSES

~~All assigned classes that which generate FTES shall be included in determining teacher load credit; however, load credit will be prorated for classes which are less than a semester in duration and for those classes to which a teacher is assigned for less than the full duration of the class.~~ **(Language moved to Article XII, section 4.)**

Section 5. SPECIAL ASSIGNMENTS:

A. Counselors

- 3) The work week shall consist of thirty-five (35) hours of assigned duty **and five (5) unscheduled hours** which may include committee assignments, faculty senate, other college-related meetings, research and orientation, counseling appointments,

teaching responsibilities, if assigned, staff development activities and/or any other professionally-related activities as authorized and/or directed by the administration. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.

Item No. [09-23] (continued)  
May 5, 2009

B. Librarians:

- 3) The work week shall consist of thirty-five (35) hours of assigned duties **and five (5) unscheduled hours** which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities, and/or other professionally-related activities as authorized and/or directed by the administration.

C. College Nurses:

- 3) The work week shall consist of thirty-five (35) hours of assigned nursing duties, office hours, scheduled professional meetings, staff development activities, and other appropriate professional activities as authorized and/or directed by management **and five (5) unscheduled hours.**

D. ~~Vocational Training~~ **Career and Technology** Center:

- 2) The work week for the **Career and Technology Center** instructional staff shall consist of thirty-five (35) assigned duty hours which may include instructional activities not to exceed thirty (30) hours per week, and/or any other professionally-related activities as authorized and/or directed by management, such as meetings scheduled by the administration, staff development activities, faculty consultations, and student consultations with community agency representatives **and five (5) unscheduled hours.**

E. Tutorial Instructors:

- 3) The work week shall consist of thirty-five (35) hours of assigned duty which may include teaching responsibilities, staff development activities, meetings, faculty consultations, and/or any other professionally-related activities **and five (5) unscheduled hours** as authorized and/or directed by management. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.

F. Coordinators:

- 4) The work week shall consist of thirty-five (35) hours of assigned duties which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities and/or other professional-related activities

Item No. [09-23] (continued)  
May 5, 2009

as authorized and/or directed by the administration **and five (5) unscheduled hours.**

Section 6. EXTENDED **WORKYEAR FOR FACULTY CONTRACT TEACHERS:**

The determination of salary for salary schedule "A" personnel on **day/extended** contracts shall utilize the following formula:

$$P + (D)(N) = T$$

P = Annual salary figure shown for  
Salary Schedule "A" placement.

D = Per diem rate of pay for Salary  
Schedule "A" placement.

N = Number of duty days assigned beyond  
the number of duty days in the  
academic year.

T = Total extended contract salary.

Section 8. TRANSFER AND REASSIGNMENT:

Voluntary Transfer

A voluntary transfer is initiated by the unit member. (~~See Memorandum of Understanding Exhibit F~~)

Any regular ~~or contract~~ unit member may request a transfer from one (1) college to another college or North Centers, or from the North Centers to another college where his/her training, experience, skills, degrees and/or credentials coincide with the requirements of a vacant position. Applications for transfer will be considered for vacancies before other outside applicants. The District will post vacancies at District sites as well as on the District website and intranet.

A unit member may transfer within the District to a vacant faculty position for which he or she is qualified once all of the following conditions occur and are completely satisfied:

- Job announcements shall be posted for transfer through the District's bulk e-mail for a **five (5)** calendar-day period.



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- Transfer applicants shall submit to the Human Resource Department a letter containing why they wish to transfer to the posted vacancy, an updated resume, within that **five (5)** day posting period.
- Following an interview with each applicant and within **ten (10)** days of receipt of the files from human resources, the department shall reach one of the following recommendation regarding the applicants:
  - (1) acceptance of request to transfer,
  - (2) rejection of request to transfer, and
  - (3) consideration to include applicant in the pool with all other applicants.
- **The department shall reach a recommended determination regarding the applicant within five (5) days of receipt of the departmental recommendations.**
- The transfer request is preliminarily approved by both the department and the immediate supervisor for the department in which the position is available.
- **Voluntary transfer will only apply to regular faculty members. If the immediate supervisor does not accept the departmental recommendation, he/she will meet and notify the department of the reason or reasons.**
- A suitable replacement is found for the position being vacated.

**ARTICE XIV-A**  
**LEAVES WITH PAY**

Article XIV-A, LEAVES WITH PAY, shall remain unchanged except for the following amendments:

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

- (12) **If a unit member has used more sick leave than has been earned or accrued, that deficit, in a dollar amount calculated from the equivalent daily rate for**

Item No. [09-23] (continued)  
May 5, 2009

**that member, shall be deducted from the final salary warrant due for the current year.**

B. Sick Leave Bank:

- (3) The parties agree that a Sick Leave Bank shall be established to assist unit members who suffer a **catastrophic illness or injury**. ~~long-term illness.~~ **"Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.**
- (9) On a **one-half (1/2)** basis only, the Sick Leave Bank may be drawn upon to supplement the fifty percent (50%) pay provision of the District's one hundred (100) day additional sick leave during the time a unit member is eligible for that provision coverage.

Section 3. BEREAVEMENT LEAVE

- B. "Member of the immediate family, " as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the unit member or the unit member's spouse, **domestic partner**, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative living in the immediate household of the unit member, or step-mother, step-father, step-daughter or step-son.

Section 7. SABBATICAL LEAVE:

- A. Sabbatical leaves shall be granted to unit members, under provisions of the Education Code, for the purpose of carrying out an approved program which will enable the unit member to provide improved service to the District and its students. Consideration will be given to programs which involve an appropriate program of organized study, research, or travel. **Notwithstanding the provision above, the Board may suspend any and all sabbatical leaves in any year that the Board, within its sole discretion, determines budgetary considerations are of sufficient concern to warrant such suspension.**
- B. Sabbatical leave application, processing, approval, and compensation for unit members for fiscal year **2009-2010** ~~2006-07~~ and thereafter shall be in accordance with the following provisions:
- (6) Each unit member applying for sabbatical leave shall submit a formal application (Form No.P-21) to the appropriate Committee for Sabbatical Leaves prior to November 1 of the academic year preceding the academic year of the proposed

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May 5, 2009

leave. The committee at each college shall consist of the Vice President of Instruction, acting as chairperson, the division dean or comparable positions, and an equal number of faculty members appointed by the President of the Academic Senate.

The Vice President of Student Services will serve as an ex-officio member when considering applications from the counseling student services staff.

The committee at each institution shall provide the college president with a recommended rank order of leave applications which shall be submitted to the Chancellor, along with the president's recommendations, if any, for subsequent presentation to the Board of Trustees. **The president, at his or her discretion, may recommend a delay of one year in the granting of leave.**

Applications submitted after the deadline date will be given consideration when accompanied by valid reasons. Valid reasons normally will be limited to government, professional, or academic programs which materialize after the deadline date.

#### **ARTICLE XIV-B** **LEAVES WITHOUT PAY**

Article XIV-B, LEAVES WITHOUT PAY, shall remain unchanged except for the following amendments:

##### Section 1. PERSONAL BUSINESS LEAVE:

- A. The college president, upon request and with prior approval, may grant an absence for **two (2) additional calendar days per year under extraordinary circumstances for personal business leave** to a unit member.

##### Section 2. PROFESSIONAL IMPROVEMENT LEAVE

- F. **Any personal health or life insurance carried by the unit member through the District may, with the carrier's approval, be continued at the expense of the unit member on professional improvement leave.**

##### Section 3. PUBLIC OFFICE LEAVE:

- G. **Any such leave granted shall be without pay or other benefits granted unit members. Any personal health or life insurance carried by the unit member through**

Item No. [09-23] (continued)  
May 5, 2009

**the District may, with the carrier's approval, be continued at the expense of the unit member on personal leave.**

Section 4. HEALTH LEAVE:

- A. Any unit member may, **with approval of the President or Vice Chancellor North Centers and** at the discretion of the Board, be granted a leave of absence for health reasons for a period of time not to exceed one (1) year. Such leave shall be without pay and retirement benefits.

Section 5. PERSONAL AND PARENTAL LEAVE:

- A. Any unit member may **with approval of the President or Vice Chancellor North Centers** be granted a leave for a specific reason deemed appropriate including leave to care for a child, at the convenience of the District.

**ARTICLE XV**  
**INSURANCE PROGRAMS**

Article XV, INSURANCE PROGRAMS, shall remain unchanged except for the following amendments:

**The District will continue providing the sum total of the contribution amounts as stated in the collective bargaining agreement and as provided during the 2008-09 school year. Any additional contribution amounts may be considered based upon "compensation" as set forth and stated in Article XVII and shall hereafter be provided as a single aggregate total "capped" amount.**

Section 4. SALARY PROTECTION INSURANCE: (Long Term Disability)

- B. ~~Assuming insurance carrier availability, the program shall be equal to the salary protection plan in effect during the fiscal year 1977-78.~~
- D. ~~The salary protection plan (long term disability plan) shall be amended as provided in an amended plan document on file with the District administration, which shall eliminate the monthly maximum limit of \$1,500.00. The benefit shall now state:~~

Should you be disabled, you will receive ~~66-2/3%~~ **60%** of your monthly "salary" commencing on the 101<sup>st</sup> day of your disability or the end of any period for which you are receiving sick leave pay, if that is later than 100 days.

Section 7: RETIREE HEALTH INSURANCE

Item No. [09-23] (continued)  
May 5, 2009

OPTION 2:

- A: For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of seventy (70%) percent of the District's contribution to the premium of the health insurance program following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
  2. The unit member has attained his/her ~~forty-fifth (45th)~~ ~~fifty-fifth (55th)~~ **sixtieth (60)** birthday;
  3. The unit member shall have served the District for a minimum of ~~(10)~~ **fifteen (15)** consecutive years immediately preceding retirement;

**ARTICLE XVII**  
**COMPENSATION**

Article XVII, COMPENSATION, shall remain unchanged except for the following amendments:

**Compensation for members of the full-time faculty bargaining unit shall include but not be limited to:**

- A. Salary**
- B. Step and column**
- C. Salary-fringe impact**
- D. Health and welfare benefits**
- E. Additional costs as related to the implementation of the Agreement.**

**Once the District has sufficient information from the state with regard to its revenue for the 2009-2010 school year, it will be able to complete its budget process and consider compensation.**

**ARTICLE XVIII**  
**RETIREMENT AND RETIREES**

Item No. [09-23] (continued)  
May 5, 2009

Article XVIII, RETIREMENT AND RETIREES, shall remain unchanged except for the following amendments:

Section 2. RETIREMENT CONTRIBUTION:

Unit members are required to contribute to the California State Teachers' Retirement System as provided by State Teachers' Retirement Law. The District will contribute such sums to the State Teacher's Retirement System as is required by law. **Unit members will be responsible for any increase in California State Teachers' Retirement System on or after July 1, 2009.**

Section 3. EARLY RETIREMENT PROGRAM:

A. Compensation:

Annual compensation for approved projects (see #4 below) shall range between five thousand dollars (\$5,000.00) and seven thousand five hundred dollars (\$7,500.00) depending upon the number of days involved, conditioned upon the following contract terms:

2. Unit members contracted under this proposal, **and the extent provided by law**, shall be designated as consultants to the District. As consultants, they will be considered independent contractors. The District will not make contribution to OASDI.
3. Early retirement consultants shall be guaranteed annual renewable contracts for part-time service based upon the project or projects meeting a specific need of the District and providing the **consultants'** work is performed in a satisfactory manner as determined by management. Projects will be subject to annual review by the administration. Such contracts shall not be renewable after the fifth (5th) college year.

Section 5. SALARY RETIREMENT INCENTIVE

~~In lieu of the above decreasing incentive, a special one time only incentive bonus of \$14,000.00 will be granted to any certificated bargaining unit member age 56 or older who chooses to retire at the end of the Fall term 2007 but no later than January 2, 2008 or who chooses to retire at the end of Spring term 2008 but no later than June 30, 2008. In addition to paragraphs A, B and C above, faculty members must also have 15 years with the District to be eligible for this incentive. Faculty members planning to retire during 2007-08 must submit their letter of intent to the District no later than October 15, 2007 for retirement at the end of Fall semester 2007, and November 15, 2007, for retirement at the end of the Spring semester 2008.~~

Item No. [09-23] (continued)  
May 5, 2009

- E. **The remaining provisions of** this Early Retirement Incentive Program for full-time certificated bargaining unit members shall be in effect for the term **as stated above** of this contract only, and shall expire at the end of the **2009-2010** academic year on June 30, **2010**, and shall thereafter not be considered a status quo by the parties.

#### **ADDITIONAL PROPOSALS/NEW SUBJECTS OF NEGOTIATION**

**The current collective bargaining agreement between the State Center Community College District and the State Center Federation of Teachers in Article V, WAIVER OF BARGAINING, provides that initial proposals for a successor contract should be offered between January 1, 2009 and June 30, 2009. As such, the parties have retained the right and opportunity to provide initial bargaining proposals on current subjects or new subjects of bargaining at any time prior to June 30, 2009 as set forth in their bilateral agreement. The right of either party to propound additional initial proposals and/or new subjects of bargaining is not only the subject of a binding contract provision between the parties, but also allowed under the Educational Employment Relations Act, Government Code section 3540 et seq.**

**Representatives from the State Center Community College District therefore do formally reserve the right under Article V to propose additional issues and subjects, both economic and/or non-economic, as the District becomes better aware of the changing conditions which are being experienced. Moreover, the District's budget for the 2009-2010 school year has not been adopted and the District is unaware as to the actual revenue it will receive for the forthcoming school year. To that extent, and in the event the District exercises its rights under Article V of the collective bargaining agreement, the provisions of the Government Code section 3540 et seq. will be adhered to, including the public notice provisions contained within Section 3547, in the event the District propounds additional proposals that are new subjects of bargaining at any time during the negotiations between the parties.**

#### **Recommendation:**

It is recommended the Board of Trustees convene a public hearing for the purpose of receiving public comment. Following the open comment period, no Board action is necessary.

Item No. [09-23] (continued)  
May 5, 2009



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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Public Hearing on District's Initial Proposal  
To Part-time Bargaining Unit, SCFT Local  
1533, CFT/AFT, AFL-CIO

ITEM NO. 09-24

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EXHIBIT: None

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Background:

Government Code 3547 sets forth the "sunshine" provisions of the Rodda Act. The Board is required to hold a public hearing on the District's initial proposal to the SCFT Part-Time Bargaining Unit. The District's proposal has been made available to the public since the posting of the agenda on April 29, 2009.

**INITIAL BARGAINING PROPOSAL  
FROM THE  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
TO THE  
STATE CENTER PART-TIME FACULTY BARGAINING UNIT  
STATE CENTER FEDERATION OF TEACHERS, LOCAL 1533**

**May 2009**

The collective bargaining proposal submitted herein by the State Center Community College District Board of Trustees is expressly pursuant to the Educational Employment Relations Act and ARTICLE I, TERM OF AGREEMENT and ARTICLE V, WAIVER OF BARGAINING, of the current Collective Bargaining Agreement between the parties. It is the intention of the State Center Community College District Board of Trustees to bargain in good faith over the proposals submitted by the respective parties.

Any article or section proposed for amendment by the Exclusive Representative in accordance with Article I, shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

Item No. [09-24] (continued)  
May 5, 2009

**ARTICLE I**  
**TERM OF AGREEMENT**

ARTICLE I, TERM OF AGREEMENT, shall remain unchanged except for the following amendment.

This Agreement between the State Center Community College District (District) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (Federation) covering part-time faculty members (hereinafter also referred to as part-time academic employees, unit members) is effective July 1, ~~2005~~ **2009** or on the date the Agreement is ratified and approved by both parties, whichever is later, and will remain in full force and effect through ~~June 30, 2008~~ **June 30, 2012.**

**ARTICLE V**  
**WAIVER OF BARGAINING**

ARTICLE V, WAIVER OF BARGAINING, shall remain unchanged except for the following amendments.

Section 1. WAIVER:

- A. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements between the parties, both oral and written. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. **The Federation acknowledges that during negotiations which preceded this Agreement they (the Federation) had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.** This Agreement shall constitute the full and complete commitments of both parties.

The Association and the District mutually agree that for the life of this Agreement neither party shall be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, unless there is mutual agreement by both parties to reopen negotiations on those specific matters, except as otherwise specified in this Agreement.

Item No. [09-24] (continued)  
May 5, 2009

- C. **The District shall have the sole discretion in determining the impacts and effects of any matter outside the scope of representation as defined and determined pursuant to the Educational Employment Relations Act at California Government Code section 3540 et seq.**

Section 2.

**The District and Federation agree that except as expressly set forth herein, this contract shall not be subject to reopening on any item for the duration of the Agreement except as set forth in Section 3 or unless mutually agreed to by the parties.** Neither party is obligated to agree to reopen this contract except as stated herein, and any agreement to reopen this contract must be signed in writing by both parties. The contract will run through **June 30, 2012**. The Federation's initial proposals for the ~~2008-2009~~ **2012-2013** school years will be presented to the Board of Trustees no earlier than ~~March 1, 2009~~ **the later date of when the State of California budget is signed into law covering the 2012-2013 school year and the District's budget is adopted.**

**ARTICLE XI**  
**HOURS, WORKLOAD, CLASS SIZE**

ARTICLE XI, HOURS, WORKLOAD, CLASS SIZE, shall remain unchanged except for the following amendments.

**SECTION 7. PART-TIME EMPLOYMENT-ASSIGNMENT**

- B. In accordance with the Education Code, part-time faculty are "temporary employees." Nothing contained in this section nor any article of this Agreement places a legal obligation on the District to provide continuing employment for part-time faculty. Under extenuating circumstances, the Administration has the right to reduce or eliminate a part-time academic assignment at any time during the semester.
1. For unit members who have worked two years or more in a department/discipline on a campus, and are given assignments in the Fall, 1994, seniority in a department/discipline on a given campus shall be based on first date of hire and the number of consecutive semesters without a voluntary break in service thereafter. For all other unit members given assignment in the Fall, 1994, and thereafter, seniority shall be based on when they are hired for their fifth consecutive semester in a department/discipline on a campus in the District: Fresno City College, Reedley College and its satellites, or the North Centers (Clovis, Madera, Oakhurst). Unit members who worked prior to January 1, 1997,

at both the North Centers and Reedley College, shall have the combined seniority accrual at Reedley College. Unit members who have performed work only at the North Centers will accrue seniority at the North Centers. Ties in seniority shall be broken by lot. District-initiated involuntary breaks in service are those as a result of course cancellation, courses that “do not make,” or the replacement of a part-time employee by a full-time employee (contract or regular employee of greater than 60% FTE) to make load. Appropriate supervisors shall maintain lists that establish seniority and on written request provide such lists **each semester** ~~semesterly~~ to the Federation. Voluntary breaks in service will result in loss of seniority.

#### Section 9. DISTANCE EDUCATION

- A. Teaching Load Factor: ~~A unit member teaching a distance education course (as designated by the College District) shall receive LHE credit on the ratio of four (4) LHE per three (3) units taught.~~ LGI factors shall apply to distance education courses in the same manner as for traditional courses. Unit members teaching distance education courses must teach at least 40% of his/her load on campus per semester. The District may allow a unit member to teach less than 40% of his/her load on campus per semester, provided there is mutual agreement between the President or Vice Chancellor North Centers or their designee and unit member.
- E. **Course Evaluations:** The Vice President of Instruction shall review and evaluate distance education courses on an annual basis. Course evaluation shall include assessment of course matriculation and effectiveness of technology. Distance Education instructors shall participate on an annual basis in the evaluation of distance education courses, including participation in the evaluation of student learning outcomes for the particular course taught.
- F. **Instructor Evaluations:** Distance education instructors shall be evaluated in the same manner as outlined in Article XII, except that the evaluation of distance learning instructors shall emphasize topics uniquely important to the instruction of a distance education course.
1. Areas of emphasis include but are not limited to: regular effective contact between instructor and student, including group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, correspondence, voice mail, e-mail, or other activities; effective teaching methods; appropriate use of technology; multiple measures of assessing student learning; appropriate accommodation of students with disabilities.

Item No. [09-24] (continued)  
May 5, 2009

**ARTICLE XI**  
**HOURS, WORKLOAD, CLASS SIZE**

ARTICLE XI, HOURS, WORKLOAD, CLASS SIZE, shall remain unchanged except for the following amendments.

~~Section 8. FULL TIME EMPLOYMENT VACANCY:~~

~~A unit member shall have an opportunity to be interviewed for a full time vacancy provided:~~

- ~~1. The unit member submits, in a timely manner, all applications for the vacancy.~~
- ~~2. The unit member is one of the two top ranked in District part time applicants based on recommendation of the screening committee.~~
- ~~3. The provisions of this section shall not be grievable. Any objection, complaint, claim, or action that the College District has violated and/or misapplied the provisions of this section shall be filed with the Division Dean, and if not resolved, may only be appealed to the College President whose decision shall be final and binding on the matter.~~

**ARTICLE XII**  
**FACULTY CONDITIONS**

ARTICLE XII, FACULTY CONDITIONS, shall remain unchanged except for the following amendments.

Section 1. EVALUTION OF FACULTY:

- A. The purpose of the evaluation process for unit members is to improve the quality of instruction, enhance academic growth, promote professionalism and assess performance of unit members.
- B. Unit members will be evaluated based on criteria including the following:
  1. Responsible to the educational needs of students by exhibiting awareness of and sensitivity to the diversity of cultural backgrounds, gender, age, and lifestyles; variety of learning styles; and student goals and aspirations.
  2. Concern for student rights and welfare, respect for the opinions and concerns of students, and willingness to assist students.
  - 3. The development, implementation and assessment of student learning outcomes.**

Item No. [09-24] (continued)  
May 5, 2009

4. Maintenance of ethical standards.
5. Maintenance of workable relationships with colleagues.
6. Specific criteria for each employee designations are as follows:

## ARTICLE XV COMPENSATION

ARTICLE XV, COMPENSATION, shall remain unchanged except for the following amendment:

Section 1. Salary Compensation for members of the part-time faculty bargaining unit shall include but not be limited to:

- 1.1 Salary as memorialized in the existing Agreement
- 1.2 Class advancement
- 1.3 Salary-Fringe Impact
- 1.4 Additional Costs as related to the implementation of the Agreement

**The College District is unaware currently of whether it will receive its full funding for the 2009-2010 school year as the state budget continues to be a major concern. The potential impact on the District as a result of the state budget deficit has created uncertainty as to the District's financial circumstances. As a result, the District is unable to propound a compensation offer until it has sufficient information upon which to do so.**

### Part-Time Faculty "Parity" Stipend

If the District receives additional "parity" monies for the **2009-2010** school year pursuant to the State Budget Act appropriation stated specifically by the state legislature to make part-time faculty compensation more comparable to full-time faculty compensation for similar work the distribution of District revenue pursuant to the State Budget Act shall be made to part-time/overload faculty on a one-time non-repetitive (off schedule) basis for the **2009-2010** school year. The distribution shall be based upon the number of part-time/overload Lecture Hour

Item No. [09-24] (continued)  
May 5, 2009

Equivalents (LHE's) in Fall semester **2009** and Spring semester **2010** in a manner consistent with an agreed upon Memorandum of Understanding entered into by the parties regarding this subject for the 2003-2004 school year. Under no circumstances shall the District be required to provide more money to part-time and overload faculty in excess of the District's allocation actually received.

**Section 9. ADDITIONAL CONTRIBUTIONS AS MAY BE REQUIRED BY THE CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM**

**Unit members will be responsible for any increase in California State Teachers' Retirement System.**

Recommendation:

It is recommended the Board of Trustees convene a public hearing for the purpose of receiving public comment. Following the open comment period, no Board action is necessary.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Consideration to Reorganize District Office  
Administrative Duties

ITEM NO. 09-25

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EXHIBIT: Organizational Charts

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Background:

It is important in an organization to continually review the effectiveness of the organizational structure in meeting its stated goals. The present organizational structure has been in place for approximately eight years. The only change has been the added emphasis on workforce development with the previously titled position of Vice Chancellor, Educational Services and Planning.

For the past twenty years, the size of the District Office's senior administrative staff has remained constant. Administrators have assignments in multiple areas of the District's operations. As functions have advanced and increased, such as technology and information systems, additional senior staff have not been hired. That model has served us well, but requires an adjustment of duties on occasion.

The administration has analyzed the present and future needs of the District. Minor modifications to the present structure will improve the efficiency and effectiveness of our operations and better supports the current and future needs at the District. Discussed below is a brief description of the recommended changes in district office administrators' responsibilities.

Current and proposed organizational charts are included with the agenda packet, as well as proposed changes in essential functions of affected administrators.

The General Counsel will continue to report directly to the Chancellor. This position has responsibilities to the Board of Trustees, Personnel Commission and the District.

The Vice Chancellor, Workforce Development and Educational Services would be repositioned as the Associate Vice Chancellor Workforce Development and Educational Services. The areas



of faculty development, district website, MIS reporting, information systems, and financial aid liaison would be reassigned to other administrative positions. The new position would provide an excellent opportunity for a person to gain district office experience that will prepare them for a presidency or vice chancellor position. An associate vice chancellor position is equivalent to a campus vice president.

The Vice Chancellor, Finance and Administration will assume the additional duty of serving as the district financial aid liaison.

The Associate Vice Chancellor, Human Resources would be repositioned as the Vice Chancellor, Human Resources. In the past several years the responsibilities have increased in areas such as mandated employee training, required EEOC training for all employees serving on screening committees, and state MIS reporting in the human resources area. Additionally, the position would assume the responsibilities of district faculty development programs, direct the district information systems department, district website leadership, and direct all of the management information systems reporting.

There is no additional cost to the proposed reorganization. The District's administrative needs will be well served for several years without adding senior administrative staff.

The recommended date for implementation is July 1, 2009.

With the approval of the reorganization, the District will be able to begin recruitment for the Associate Vice Chancellor, Workforce Development and Educational Services. The anticipated date for a recommendation of a candidate to the Board of Trustees is the August 4, 2009, meeting.

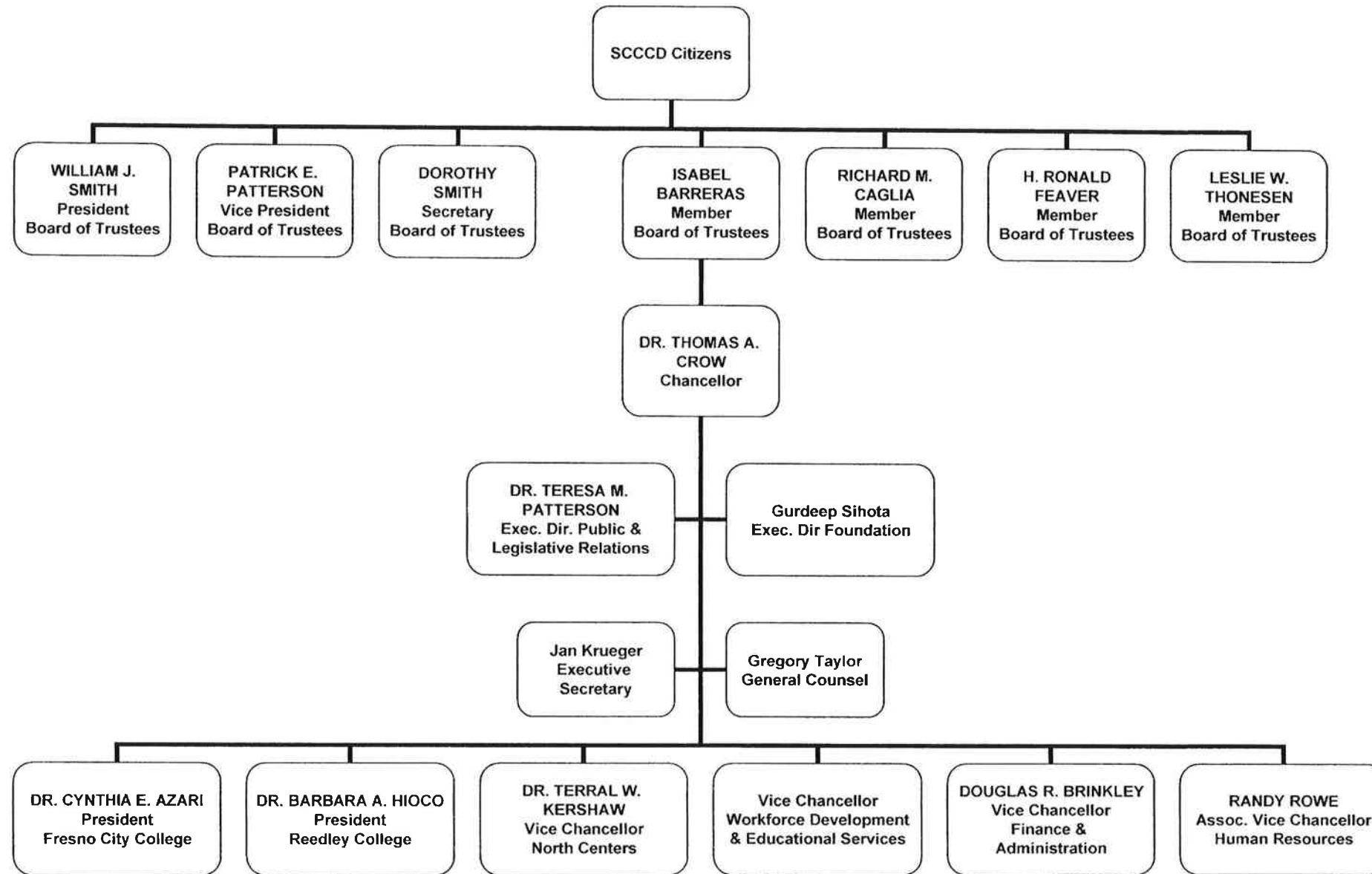
Fiscal Implication:

There is no additional cost for the proposed reorganization.

Recommendation:

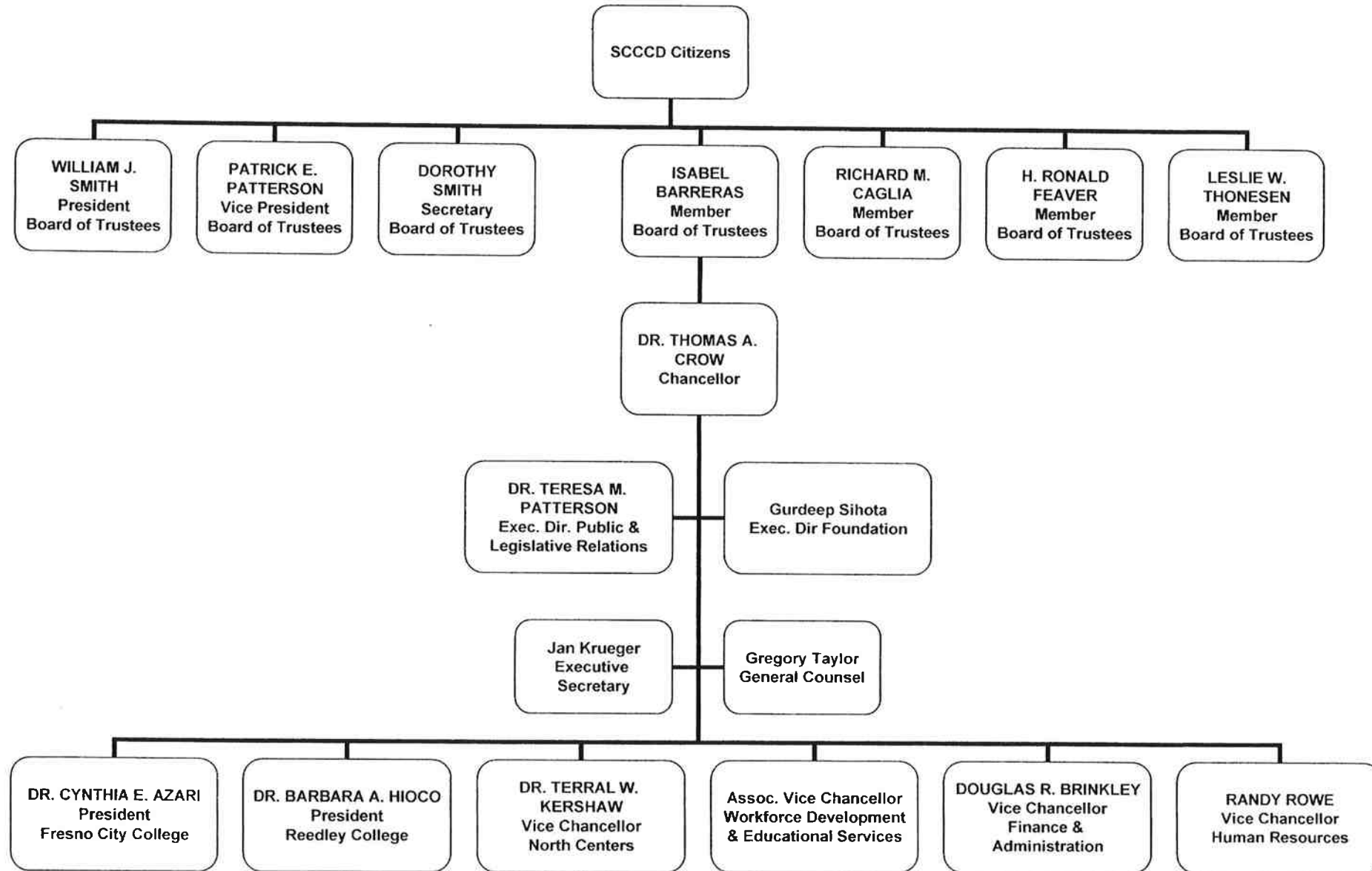
It is recommended that the Board of Trustees approve the reorganization of the District Office administrative duties as recommended by the administration, effective July 1, 2009.

**Current  
State Center Community College District  
2009-10 Organizational Chart**



Item No. 09-25

# Proposed State Center Community College District 2009-10 Organizational Chart



Finance & Administration Office

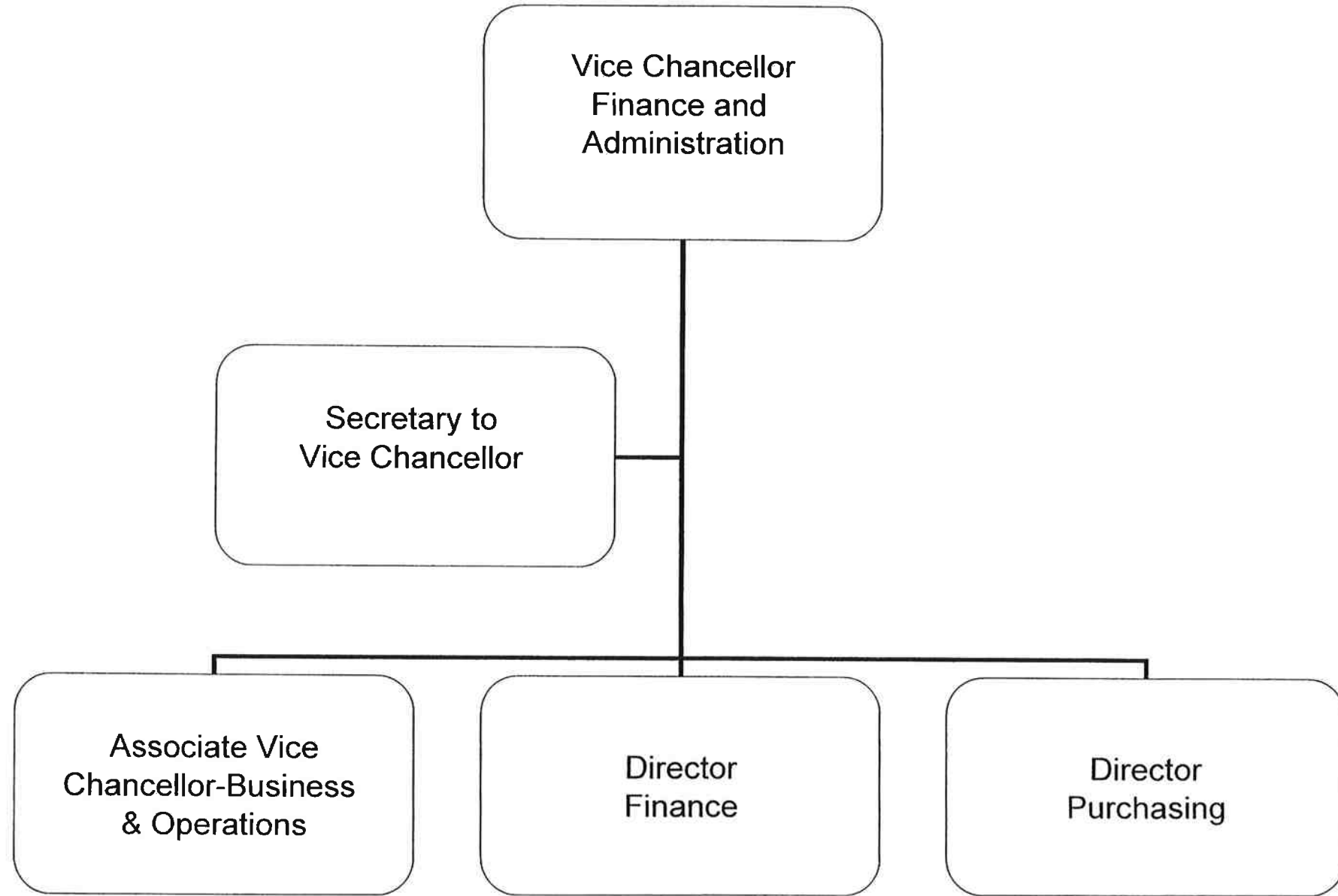
Vice Chancellor  
Finance and  
Administration

Secretary to  
Vice Chancellor

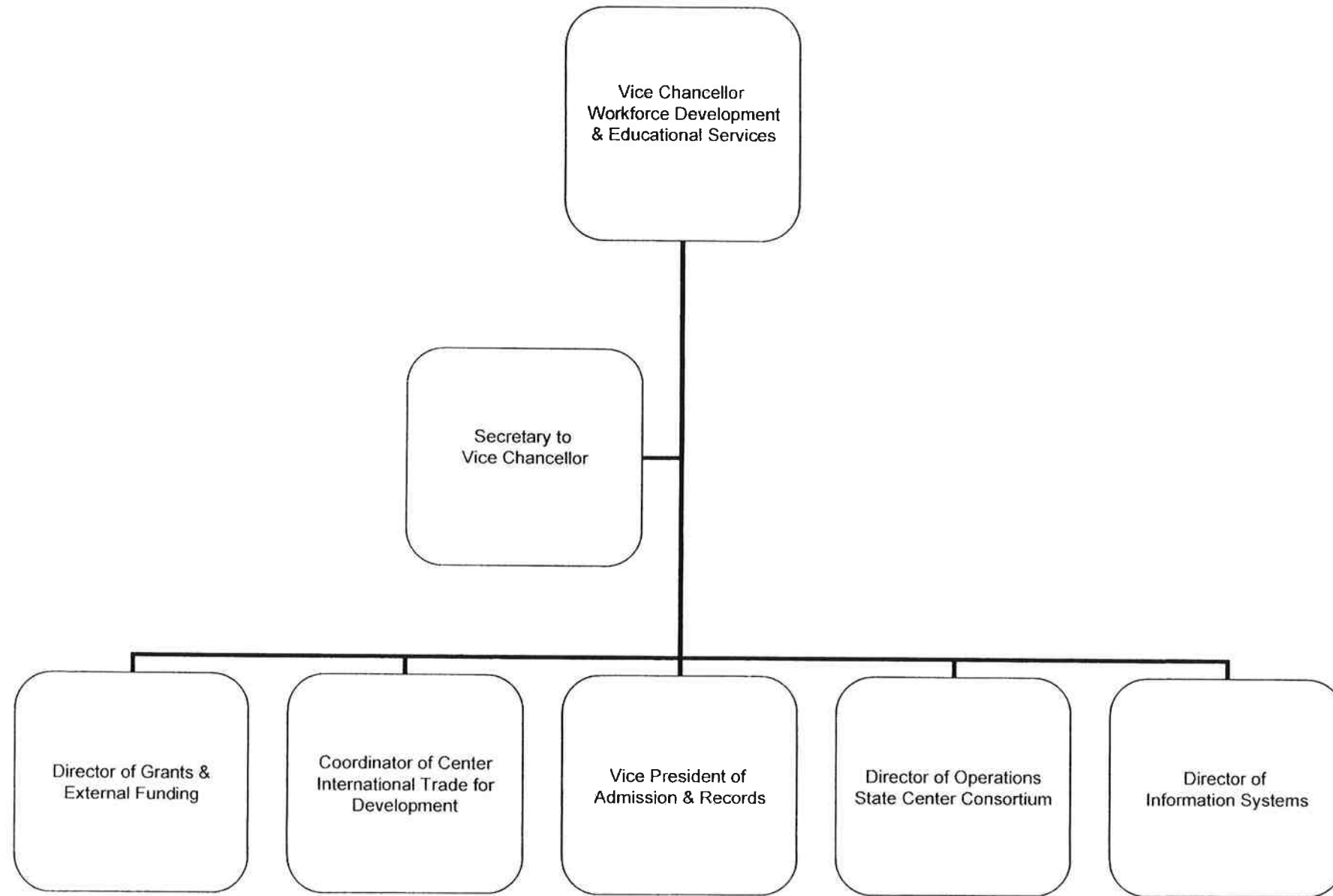
Associate Vice  
Chancellor-Business  
& Operations

Director  
Finance

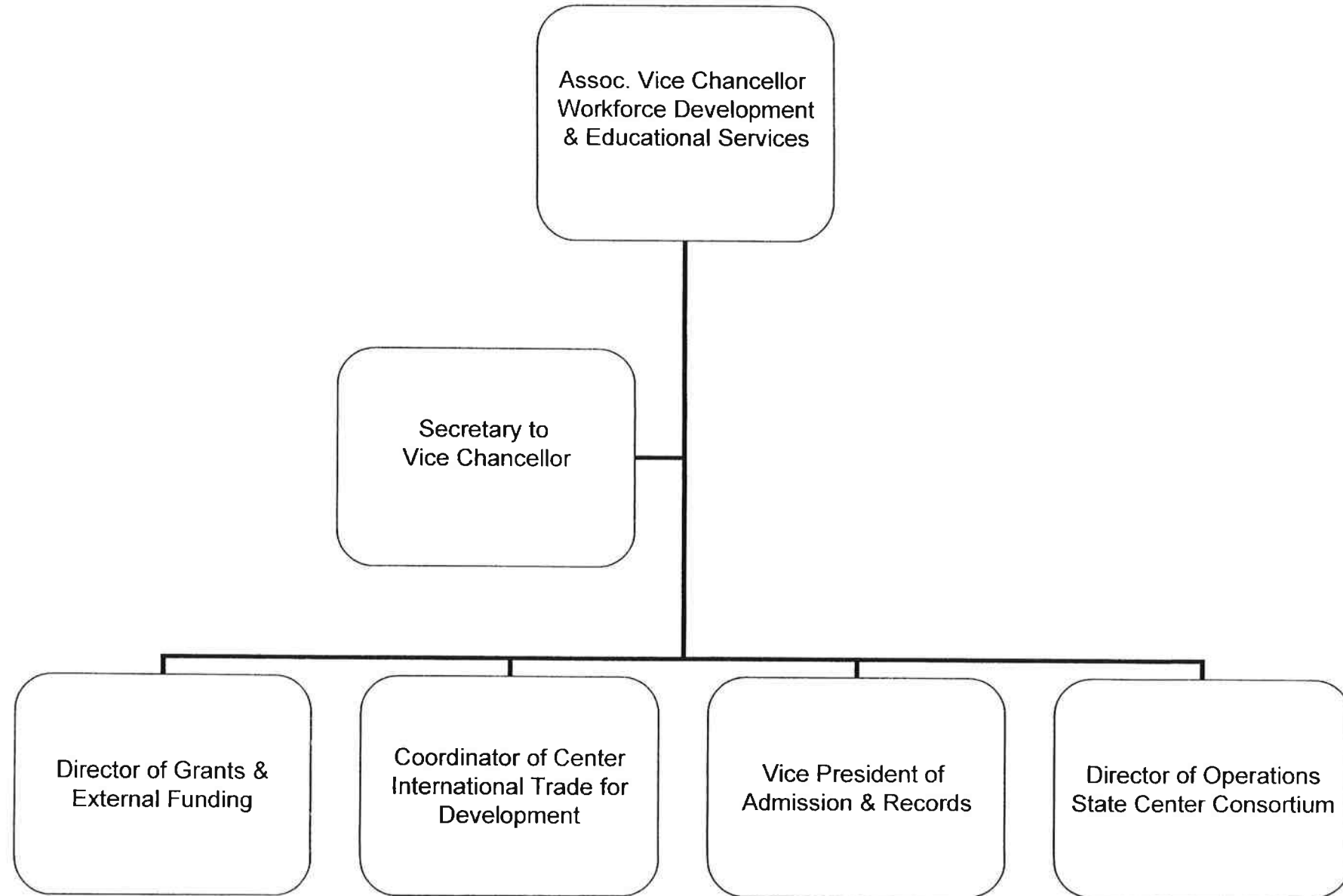
Director  
Purchasing



# Current Workforce Development and Educational Services



Proposed  
Workforce Development and Educational Services



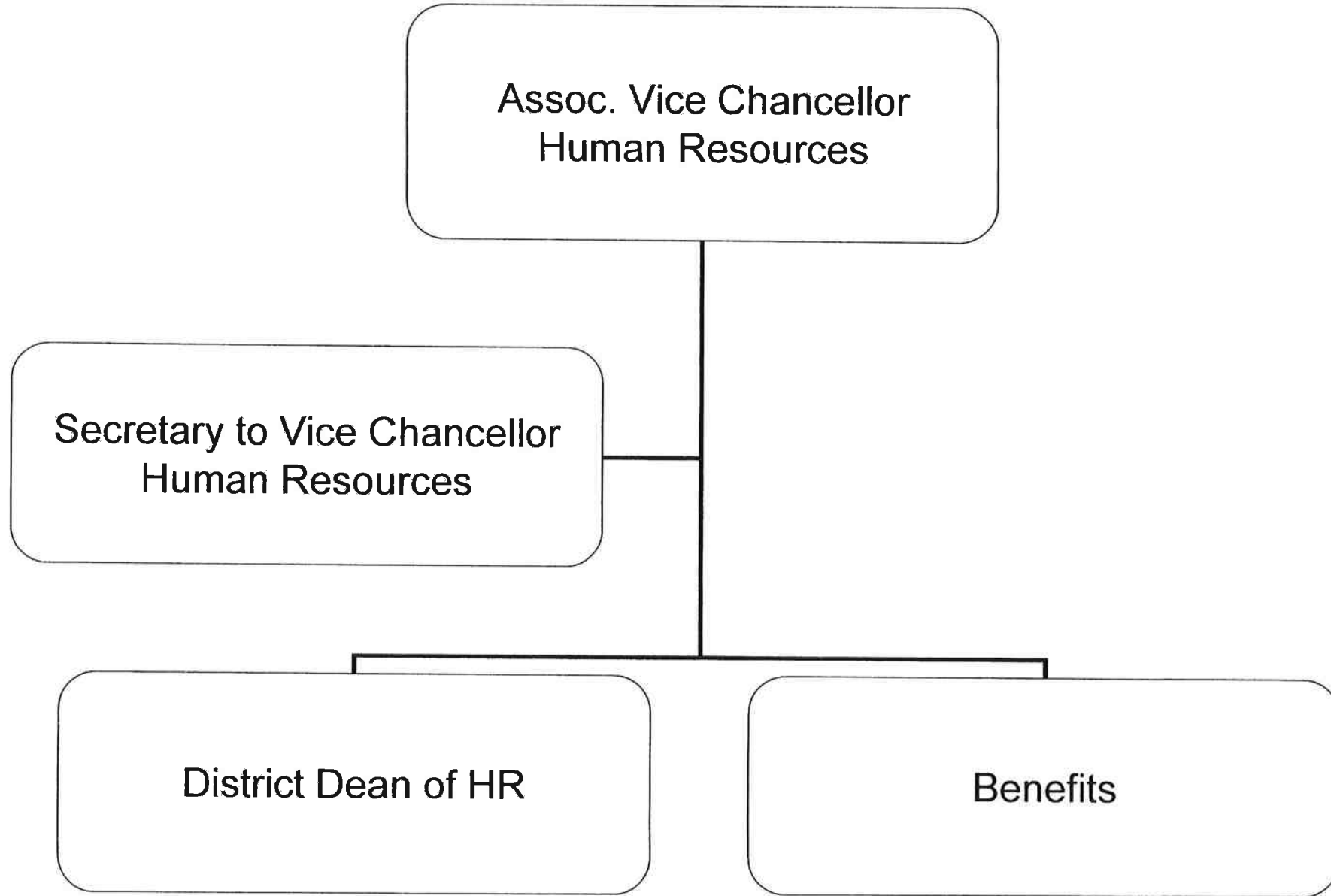
Current  
Human Resources Office

Assoc. Vice Chancellor  
Human Resources

Secretary to Vice Chancellor  
Human Resources

District Dean of HR

Benefits



Proposed  
Human Resources Office

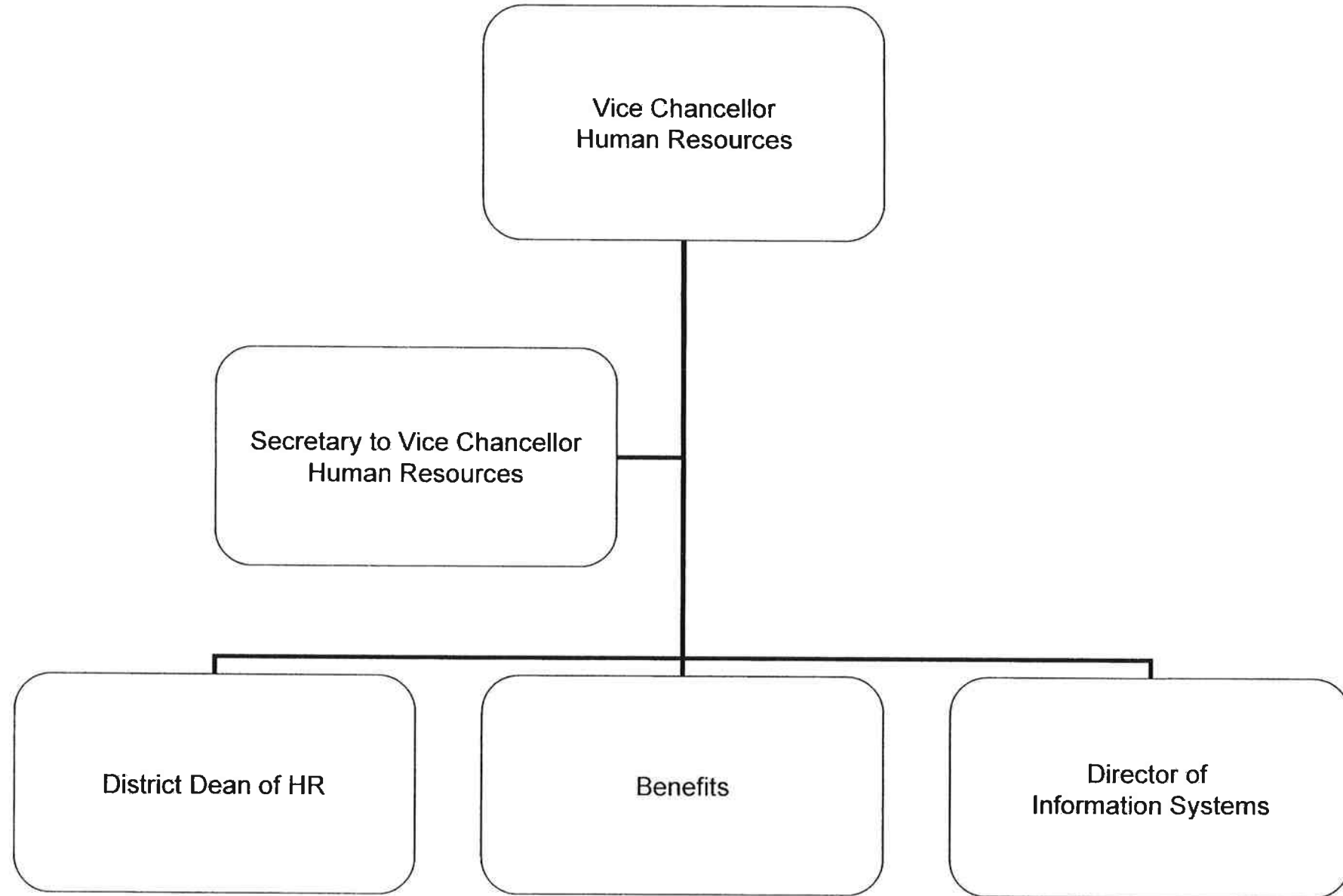
Vice Chancellor  
Human Resources

Secretary to Vice Chancellor  
Human Resources

District Dean of HR

Benefits

Director of  
Information Systems





## Current

### CHANCELLOR

#### Duties and Responsibilities

As chief administrative officer of the District, the Chancellor is responsible to the Governing Board for the administration of the District in accordance with the provisions of the California Education Code and the policies of the District.

The Chancellor has general supervision over the offices of the College Presidents, Vice Chancellor-North Centers, Vice Chancellor-Finance & Administration, Vice Chancellor-Educational Services, Associate Vice Chancellor-Human Resources, General Counsel, Executive Director Public & Legislative Relations, and Executive Director Foundation. The Chancellor is directly responsible for and performs the following duties:

1. Directs preparation of Board agendas and minutes.
2. Keeps the Governing Board apprized of pending legislative changes affecting the District and maintains continuing liaison with the District's representatives in Sacramento.
3. Represents the Governing Board in its relationships with the citizens and the various social, civic, educational, and governmental agencies within the District and, when appropriate, speaks for the Governing Board.
4. Represents the Governing Board to the staff and the staff to the Board, in order to ensure coordination of effort within the District.
5. Represents the District at meetings of the Board of Governors, Community College League of California, Association of California Community College Administrators, and Chief Executive Officers.
6. Chairs Chancellor's Cabinet, augmented Chancellor's Cabinet, and attends meetings of the Governing Board and Board committees.
7. Makes recommendations for changes in administrative procedures, organizational structure, and management of the District.
8. Recommends to the Governing Board the employment, promotion, and termination of employees.
9. Recommends policy additions, changes, and deletions.
10. Recommends curricular changes.

11. Provides direction for the further development of the District designed to better teaching and counseling effectiveness and to improve fiscal, property, and personnel management.
12. Initiates plans and programs of analysis leading to the establishment and evaluation of District and campus goals and objectives.
13. Is responsible for development of budget recommendation and administration of the budget(s) in his/her area of responsibility in accordance with the parameters of the budget as approved by the Governing Board.
14. Is responsible for familiarity with and support of federal, state, and district polices on Equal Employment Opportunity, and he/she shall endeavor to protect students, employees, and members of the community from all discrimination, including sexual harassment.
15. Shall promote good health and safety practices, shall ensure that employees work under conditions which protect their health and safety, and shall urge full and continuous staff support of energy conservation efforts.
16. Is responsible for ensuring that all employees work within the duties and responsibilities described in class specifications, and for following all policies, rules, regulations, contract agreements, and procedures of the state and the District, including the requirement that access to privileged information be carefully protected.

# PROPOSED

## VICE CHANCELLOR, FINANCE AND ADMINISTRATION

### Essential Functions

1. Assists the Chancellor in formation and administration of business policies and procedures, has primary responsibility for budget development, accounting, risk management, payroll, purchasing, insurances, food services, the planning and construction phases of the building program, maintenance and operations, and energy conservation.
2. Organizes and administers the financial, business and maintenance and operational affairs of the district and plans for and gives supportive services to college presidents and/or their designated representatives on all phases of business services.
3. Prepares and presents all Board of Trustees agenda items and materials relating to business services, and works with Chancellor and Board of trustees committees on concerns relating to business services.
4. Serves as the district contract officer and develops contract and agreement forms in conjunction with legal counsel for a wide variety of services performed by or needed by the colleges and the district.
5. Coordinates with and serves as advisor to college managers in matters pertaining to budgeting and accounting, maintenance and operations, security, transportation, bookstore operation, financial aid, and student body accounting.
6. **Serves as district financial aid liaison.**
7. Coordinates the development and administration of the annual district budget.
8. Establishes and maintains an accurate and effective accounting system; provides for appropriate internal audit for all funds of all district income and payment of all district obligations.
9. Participates as a member of the Chancellor's Cabinet.
10. Represent the District at meetings and conferences called by state and federal agencies.
11. Responsible for development of budget recommendation and administration of the budgets and supervision of employees in his/her area of responsibility.
12. Other duties as assigned.

# PROPOSED

## ASSOCIATE VICE CHANCELLOR, WORKFORCE DEVELOPMENT & EDUCATIONAL SERVICES

### Essential Functions

1. Provide overall leadership for the District occupational and workforce preparation program.
2. Provide leadership for K-University partnerships.
3. Serve as the District liaison to the Business Community.
4. Provide leadership in planning, organizing, directing and administering occupational and career education programs district wide, with the assistance of the college administration.
5. Provide overall leadership in the collection of data and preparation of state and federal student and staff occupational education reports.
6. Coordinate and facilitate the efforts of the colleges to assure proper implementation, review and evaluation of educational programs; maintain common course system across the District.
7. Provide leadership in technological areas and distance education/learning opportunities for all students.
8. Provide leadership for District Technology Coordinating Committee.
9. Serve as the District liaison to the campuses for accreditation.
10. Provide leadership for ARCC reporting.
11. Provide leadership in the development of the District's strategic planning effort and in the implementation and monitoring of progress toward meeting its goals.
12. Provide overall leadership in the area of international education including study abroad programs, ~~faculty development~~, students studying from other countries and coordination of District representation nationally and internationally.
13. Provide leadership for State Center Consortium.
14. Provide leadership and supervision for the Center for International Trade Development.
15. Provide overall leadership and supervision of Admissions and Records and District institutional research.
16. Supervise the Office of Grants.
- ~~17. Serve as the District Financial Aid liaison.~~
- ~~18. Plan, organize, administer and review professional development programs to assure their viability, legal compliance and ability to maintain strong academic standards.~~
- ~~19. Provide overall leadership and supervision for Information Systems Department.~~
- ~~20. Provide leadership for District website.~~
- ~~21. Provide overall leadership for all MIS reports.~~
22. Serve as a member of Chancellor's Cabinet, and often represent the Chancellor at community events and on committees.
23. Represent the District at meetings and conferences called by state and federal agencies.
24. Responsible for development of budget recommendation and administration of the budgets and supervision of employees in his/her area of responsibility.
25. Other duties as assigned.

# PROPOSED

## ASSOCIATE VICE CHANCELLOR, HUMAN RESOURCES

### Essential Functions

1. Assists the Board of Trustees and Chancellor in the area of administrative and personnel services.
2. Plans, organizes, directs, and monitors the district's employer-employee relations program.
3. Responsible for employee discipline and appeal process.
4. Responsible for collective bargaining including coordination with the Chancellor, chairing bargaining teams, reviews, writes and analyzes collective bargaining proposals.
5. Responsible for administration of and compliance with labor contracts.
6. Processes and adjusts grievances.
7. Represents the district regarding unfair labor practices.
8. Serves as a resource to the Chancellor for management/confidential compensation.
9. Responsible for the development of new board policies and administrative regulations in the area of human resources.
10. Responsible for district representation to and coordination with the Personnel Commission.
11. Responsible for district's compliance with all equal employment opportunity laws.
12. Responsible for ensuring that all employees work within the duties and responsibilities described in classification specifications.
13. Ensures compliance with access to privileged information.
14. Custodian of official personnel records.
15. Responsible for the submission of reports required by the California Community Colleges and other governmental agencies in the area of human resources.
16. Serves as primary source of data for district and college personnel and for persons from the community who seek information concerning district personnel matters.
17. Maintains currency in knowledge of general aspects of human resources administration and employee relations.
18. Seeks ways and means of improving district personnel services to the college and employees of the district.
19. Responsible for ensuring compliance with employee evaluation procedures.
20. Provides in-service training for management regarding human resource issues.
21. Organize and implement and academic leadership training.
- 22. Plan and organize district faculty development programs.**
- 23. Provide overall leadership and supervision for Information Systems Department.**
- 24. Provide leadership for District website.**
- 25. Provide overall leadership for all MIS reports.**
26. Assists the Chancellor with community relations.
27. Participates as a member of Chancellor's cabinet.
28. Responsible for development of budget recommendation and administration of the budgets and supervision of employees in his/her area of responsibility.
29. Performs other duties as required.

# Current

## GENERAL COUNSEL, IN-HOUSE

### Essential Functions of Position

1. Serves as a resource and representative to the Board of Trustees for Board meetings and selected Board of Trustee issues.
2. Serves as a resource and representative to the Personnel Commission for Commission meetings and selected Commission issues.
3. Prepares formal and informal opinions.
4. Drafts and advises District regarding employment matters such as employee discipline and adjusting grievances.
5. Represent the District in hearings and monitoring outside counsel's handling of employment cases. May be requested to advise during negotiations with bargaining units.
6. Conducts in-service training programs for management personnel regarding employment issues, new legislation and court decisions.
7. Serves as a resource and representative to the Chancellor for meetings and selected issues.
8. Prepares and conducts authorized litigation, participates in local, State, Federal and civil administrative proceedings.
9. Researches and prepares written opinions concerning legal relationships, duties, and obligations of the District.
10. Advises and assists in the development and drafting of rules, regulations, legal forms and other documents.
11. Drafts, assists, advises and reviews agreements, leases, contracts, and all other legal documents or instruments.
12. Drafts resolutions, election orders and specifications.
13. Prepares public notices.
14. Reviews and analyzes legislative bills which affect the operation of the District.
15. Monitors, coordinates and prepares reports on all District legal services and billing.
16. Reviews and recommends revisions in District Board Policies and Administrative Regulations.
17. Serves as a resource person to the District regarding administrative policies.
18. Performs other duties as required.

## Current

### EXECUTIVE DIRECTOR, PUBLIC AND LEGISLATIVE RELATIONS

#### Essential Functions

1. Duties include planning, organizing, directing and monitoring the district's marketing, public relations program.
2. Assisting the chancellor with communications to board members.
3. Developing, directing and approving the information provided to the media.
4. Supervising the campus public information offices.
5. Maintaining positive relationships with local, regional and national media.
6. Coordinating and approving the production of publications for the district and monitoring publications from the campuses to insure the district image is consistent.
7. Serving as lead media spokesperson for the district.
8. Organizing and directing the district's legislative liaison efforts by maintaining regular contact with state legislators and their aides.
9. Serving as a member of the district's legislative committee.
10. Establishing and maintaining a legislative hotline.
11. Representing the district at legislative hearings.
12. Organizing the district's representation in community activities and serving as liaison with various community organizations.
13. Directing the preparation, scripting, on-camera production and hosting of the district's cable television program.
14. Supervising the preparation and data collection, editing, designing and distributing the district's class schedule.
15. Assisting the chancellor in matters pertaining to board elections and community relations.
16. Serving as a member of chancellor's cabinet.
17. Participating in the formulation and administration of district policies, regulations and procedures.
18. May perform other duties as needed.

**Current**  
**EXECUTIVE DIRECTOR, FOUNDATION**

**Essential Functions**

1. Conducts a comprehensive, on-going fund development program to meet the needs of the District that have been adopted by the Foundation Board.
2. Personally solicits funds via face-to-face solicitations, writing grant proposals, implementing special events, organizing and implementing annual campaigns, and any other appropriate fund raising programs as deemed appropriate.
3. Identifies major prospects and assures appropriate cultivation takes place; provides proposal and other support material to the Chancellor and Foundation Board for major gift solicitation.
4. Provides leadership for any campaigns that may be undertaken by the Foundation.
5. Works in partnership with the Colleges and Centers.
6. Identifies and cultivates planned gift prospects.
7. Organizes and conducts capital campaigns.
8. Develops methods and systems to provide for major gifts, annual campaigns, corporate giving, estate planning/gifts, annuities and trust funds and all other methods of support for the District.
9. Works in partnership with the Colleges' Scholarship Coordinators, develops new scholarship funds and oversees effective administration and stewardship of all privately funded scholarships and donors.
10. Provides staff support for Foundation committees.
11. Provides all meeting materials, including written reports as necessary and minutes for the Foundation Board and committees.
12. Assures that the talents of the Board members are fully applied to meet fund-raising and organizational objectives.
13. Keeps the Board informed of all donations and key financial reports.
14. Maintains the accuracy and integrity of donor and prospect information within the Foundation's database.
15. Utilizes appropriate reports to enhance and improve information and decision making for program management.
16. Supervises and evaluates the Foundation staff.
17. Supervises all volunteers supporting the Foundation.
18. Performs ongoing review of program effectiveness.
19. Provides formal, written reviews of all programs at least annually.
20. Represents the Foundation to many external organizations and constituencies.
21. Attends District, College, Centers and community events when the achievement of development objectives will be served.
22. Supervises the development of Foundation-based publications including fund-raising brochures, annual report, web site, etc.
23. Develops long-range plans and direction for the Foundation.
24. Works closely with faculty, staff and management to integrate the Foundation, its fund-raising activities and endowment use into academic and student services program planning.
25. Oversee the preparation of all necessary reports as required by law and ensures the annual audit is completed.
26. Act as spokesperson for the Foundation at various District, community and civic functions, as may be necessary.
27. Assigns, supervises and evaluates work of Foundation staff.
28. Develops and manages Foundation budget.
29. Performs other duties as assigned.



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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: District Protocol at Public Events

ITEM NO. 09-26

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EXHIBIT: None

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The District is being called upon on a regular basis to host events involving the Board of Trustees, educational leaders, community leaders, and government officials. The success of our educational programs and the central location of the District make our campuses attractive locations for such occasions.

It is appropriate at this time to review requirements, protocols, organization, and costs of the above-mentioned functions. The discussion will provide direction to the administration to improve efficiency and effectiveness in hosting such events.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Consideration of Quarterly Financial  
Status Report

ITEM NO. 09-27

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EXHIBIT: Report

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Background:

Enclosed is the March 31, 2009, Quarterly Financial Status Report (CCFS-311Q) for the District General Fund, as required for California community college districts (ECS 84043). In accordance with State instructions, a copy of the report is forwarded electronically to the State Chancellor's Office.

The quarterly financial report reflects projected revenues and expenditures in line with the annual budget, as amended for additional grants, programs, etc. Actual revenues and expenditures are consistent with expectations at mid-year, allowing for the fact that most of the revenue from property taxes and certain federal monies, i.e., VTEA, is not received until later in the fiscal year. It should be noted that revenues are down this year due to the deferral of revenue payments (\$340 million statewide) to community colleges to help the State of California with their cash-flow concerns.

S CCCD is projecting total FTES of 29,702, which is approximately a 7.6% increase over the prior year due to the increased efforts to serve students. The State of California is funding growth statewide at 2% for 2008-09. We have budgeted growth at 1.67%. In October the State notified the District that its growth rate will be 3.92%. The District feels it is prudent not to increase revenue projections at this time in light of the recent financial news regarding revenue shortfalls, unemployment and the housing market.

Recommendation:

It is recommended that the Board of Trustees acknowledge the Quarterly Financial Status Report (CCFS-311Q) as presented.

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q**

**VIEW QUARTERLY DATA**

**CHANGE THE PERIOD**

**Fiscal Year: 2008-2009**

**Quarter Ended: (Q3) Mar 31, 2009**

**District: (570) STATE CENTER**

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2005-06	Actual 2006-07	Actual 2007-08	Projected 2008-2009
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
A.	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	123,345,954	140,150,835	138,424,319	142,506,172
A.2	Other Financing Sources (Object 8900)	373,477	291,390	258,514	723,091
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	<b>123,719,431</b>	<b>140,442,225</b>	<b>138,682,833</b>	<b>143,229,263</b>
B.	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	115,079,569	128,352,821	136,326,044	140,126,256
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	6,959,158	4,530,014	11,585,219	4,010,429
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	<b>122,038,727</b>	<b>132,882,835</b>	<b>147,911,263</b>	<b>144,136,685</b>
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	<b>1,680,704</b>	<b>7,559,390</b>	<b>-9,228,430</b>	<b>-907,422</b>
D.	<b>Fund Balance, Beginning</b>	<b>25,996,245</b>	<b>28,025,777</b>	<b>35,933,481</b>	<b>26,270,668</b>
D.1	Prior Year Adjustments + (-)	348,828	348,314	-434,383	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	<b>26,345,073</b>	<b>28,374,091</b>	<b>35,499,098</b>	<b>26,270,668</b>
E.	<b>Fund Balance, Ending (C. + D.2)</b>	<b>28,025,777</b>	<b>35,933,481</b>	<b>26,270,668</b>	<b>25,363,246</b>
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	23%	27%	17.8%	17.6%

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)	26,298	26,190	27,605	29,702
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**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

Line	Description	As of the specified quarter ended for each fiscal year			
		2005-06	2006-07	2007-08	2008-2009
H.1	Cash, excluding borrowed funds			38,130,914	23,923,983
H.2	Cash, borrowed funds only			0	0
H.3	<b>Total Cash (H.1 + H.2)</b>	<b>29,215,161</b>	<b>36,049,449</b>	<b>38,130,914</b>	<b>23,923,983</b>

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I. Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	142,304,338	142,506,172	95,414,106	67%
I.2	Other Financing Sources (Object 8900)	611,000	611,000	723,091	118.3%
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	<b>142,915,338</b>	<b>143,117,172</b>	<b>96,137,197</b>	<b>67.2%</b>
<b>J. Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	138,200,604	140,126,256	107,517,649	76.7%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	4,010,429	4,010,429	1,505,216	37.5%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	<b>142,211,033</b>	<b>144,136,685</b>	<b>109,022,865</b>	<b>75.6%</b>
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	<b>704,305</b>	<b>-1,019,513</b>	<b>-12,885,668</b>	
L.	<b>Adjusted Fund Balance, Beginning</b>	<b>26,270,668</b>	<b>26,270,668</b>	<b>26,270,668</b>	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	<b>26,974,973</b>	<b>25,251,155</b>	<b>13,385,000</b>	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	19%	17.5%		

V. Has the district settled any employee contracts during this quarter?

**NO**

**If yes, complete the following: (If multi-year settlement, provide information for all years covered.)**

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	% +	Total Cost Increase	% +	Total Cost Increase	% +	Total Cost Increase	% +

<b>a. SALARIES:</b>	Year 1:																				
	Year 2:																				
	Year 3:																				
<b>b. BENEFITS:</b>	Year 1:																				
	Year 2:																				
	Year 3:																				

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? This year? YES  
Next year? YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

Since the adoption of the 2008-09 Budget, personal income revenue collections, sales tax revenue, and property tax revenues at the State level have been hit hard due to the economic downturn in the economy and foreclosures in the real estate market. The Legislative Analyst's Office (LAO) is already projecting an \$8B shortfall for fiscal year 2009-10. Additionally, there are 6 Propositions on the May ballot that will have a significant impact on the 2009-10 Budget if they are not approved. The voters of the State of California will need to decide if they want to pay additional taxes and/or securitize \$5B in Lottery funds to help mitigate some of the revenue shortfall in the State General Fund.

The economy, housing market, and unemployment problems of California is so bad the LAO is projecting a drop in the Proposition 98 minimum funding guarantee for K-14 for fiscal year 2009-10. Moreover, the Community College System has picked up additional students due to the UC and CSU Systems capping student enrollment. This is all being done with no additional funding to meet this wave of students hitting the front doors of the Community College System.

Even with the situation, as defined, and with some issues that are beyond our control, the District still demonstrates a strong fiscal position. The District/Colleges/Centers have taken the following actions to address these hard, uncertain economic times:

- Reduced spending for supplies and materials
- Reduced authorized overtime, comp. time, and student help
- Evaluated base salaries for all employees with no added work hours/days
- Reduced all non-essential travel/conference expenditures

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
CERTIFY QUARTERLY DATA**

**CHANGE THE PERIOD** 

**Fiscal Year: 2008-2009**

**Quarter Ended: (Q3) Mar 31, 2009**

**District: (570) STATE CENTER**

Your Quarterly Data is Certified for this quarter.

**Chief Business Officer**

**CBO Name:** Douglas R. Brinkley

**CBO Phone:** 559-244-5910

**CBO Signature:** 

**Date Signed:** 4/29/09

**Chief Executive Officer Name:** Dr. Thomas A. Crow

**CEO Signature:** 

**Date Signed:**

**Electronic Cert Date:** 04/29/2009

**District Contact Person**

**Name:** Ed Eng

**Title:** Director of Finance

**Telephone:** 559-244-5920

**Fax:** 559-221-1524

**E-Mail:** ed.eng@scccd.edu

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511

Send questions to:  
Christine Atallg (916)327-5772 [catalig@cccco.edu](mailto:catalig@cccco.edu) or Glen Campora (916)323-6899 [gcampora@cccco.edu](mailto:gcampora@cccco.edu)  
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Fiscal Year: 2009

LOC.GRP: 1 - District Office

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available	% Avail
MAJ.OBJ: 91 - Academic Salaries	0.00	693,198.52	1,863,243.03	2,889,917.00	1,026,673.97	35.53
MAJ.OBJ: 92 - Classified Salaries	0.00	715,699.70	6,610,958.66	9,012,287.00	2,401,328.34	26.65
MAJ.OBJ: 93 - Employee Benefits	0.00	527,117.09	3,526,052.20	3,926,709.00	400,656.80	10.20
MAJ.OBJ: 94 - Supplies & Materials	389,626.74	46,080.62	595,935.35	996,073.00	10,510.91	1.06
MAJ.OBJ: 95 - Other Oper Exp & Service	1,211,361.59	642,973.05	6,688,444.02	8,931,717.00	1,031,911.39	11.55
MAJ.OBJ: 96 - Capital Outlay	38,849.58	20,574.59	302,813.01	514,723.00	173,060.41	33.62
MAJ.OBJ: 97 - Other Outgo	0.00	0.00	921,170.14	4,038,311.00	3,117,140.86	77.19
=====	=====	=====	=====	=====	=====	=====
LOC.GRP: 1 - District Office	1,639,837.91	2,645,643.57	20,508,616.41	30,309,737.00	8,161,282.68	26.93

Fiscal Year: 2009

LOC.GRP: 2 - Fresno City College

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available	% Avail
MAJ.OBJ: 91 - Academic Salaries	0.00	4,515,723.72	36,313,208.46	46,578,934.00	10,265,725.54	22.04
MAJ.OBJ: 92 - Classified Salaries	0.00	1,435,224.16	12,739,695.60	17,737,552.00	4,997,856.40	28.18
MAJ.OBJ: 93 - Employee Benefits	0.00	1,411,558.87	12,438,457.51	17,300,168.00	4,861,710.49	28.10
MAJ.OBJ: 94 - Supplies & Materials	472,969.53	187,812.62	1,424,268.84	2,832,986.00	935,747.63	33.03
MAJ.OBJ: 95 - Other Oper Exp & Service	1,134,324.47	436,238.93	3,362,367.88	7,003,089.00	2,506,396.65	35.79
MAJ.OBJ: 96 - Capital Outlay	341,907.92	140,561.49	992,666.77	2,655,670.00	1,321,095.31	49.75
MAJ.OBJ: 97 - Other Outgo	52,656.14	18,840.74	910,824.46	4,777,213.00	3,813,732.40	79.83
=====						
LOC.GRP: 2 - Fresno City College	2,001,858.06	8,145,960.53	68,181,489.52	98,885,612.00	28,702,264.42	29.03

Fiscal Year: 2009

LOC.GRP: 3 - Reedley College

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available	% Avail
MAJ.OBJ: 91 - Academic Salaries	0.00	1,569,762.03	12,697,711.38	16,772,246.00	4,074,534.62	24.29
MAJ.OBJ: 92 - Classified Salaries	22,541.70	552,988.73	4,799,566.07	6,915,438.00	2,093,330.23	30.27
MAJ.OBJ: 93 - Employee Benefits	0.00	517,196.44	4,551,183.72	6,379,329.00	1,828,145.28	28.66
MAJ.OBJ: 94 - Supplies & Materials	224,678.58	90,137.81	616,477.29	1,295,002.00	453,846.13	35.05
MAJ.OBJ: 95 - Other Oper Exp & Service	351,570.67	144,810.63	1,511,540.71	2,578,065.00	714,953.62	27.73
MAJ.OBJ: 96 - Capital Outlay	313,161.16	54,767.69	376,755.78	1,414,613.00	724,696.06	51.23
MAJ.OBJ: 97 - Other Outgo	150,455.84	11,835.00	580,785.74	2,303,193.00	1,571,951.42	68.25
=====						
LOC.GRP: 3 - Reedley College	1,062,407.95	2,941,498.33	25,134,020.69	37,657,886.00	11,461,457.36	30.44



Fiscal Year: 2009

LOC.GRP: 4 - North Centers

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available	% Avail
MAJ.OBJ: 91 - Academic Salaries	0.00	1,170,904.69	9,201,691.60	10,984,945.00	1,783,253.40	16.23
MAJ.OBJ: 92 - Classified Salaries	0.00	236,676.37	1,958,549.13	2,801,402.00	842,852.87	30.09
MAJ.OBJ: 93 - Employee Benefits	0.00	305,318.79	2,591,564.11	3,586,627.00	995,062.89	27.74
MAJ.OBJ: 94 - Supplies & Materials	89,674.24	32,997.06	302,003.36	506,263.00	114,585.40	22.63
MAJ.OBJ: 95 - Other Oper Exp & Service	72,893.50	50,442.97	475,055.38	825,393.00	277,444.12	33.61
MAJ.OBJ: 96 - Capital Outlay	72,297.73	138,505.60	259,952.32	562,911.00	230,660.95	40.98
MAJ.OBJ: 97 - Other Outgo	1,584.74	5,379.45	20,966.59	441,726.00	419,174.67	94.89
=====	=====	=====	=====	=====	=====	=====
LOC.GRP: 4 - North Centers	236,450.21	1,940,224.93	14,809,782.49	19,709,267.00	4,663,034.30	23.66

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 5, 2009

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SUBJECT: Consideration to Authorize Agreement with  
Wawona Packing Company for Temporary  
Agricultural Services, Reedley College

ITEM NO. 09-28

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EXHIBIT: None

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Background:

In October 2001 the Board of Trustees awarded the lease of Reedley College Farm Parcels A, B, C, D and E to Surabian Packing Co., Inc., under a contract set to expire in 2011. Additionally, Surabian has been leasing parcels J, K and L under a Board-approved lease that expires in 2010. These parcels encompass approximately 118 acres of the Reedley College Farm and contain a variety of tree fruits, including peaches, nectarines and mandarins. In January 2009 Surabian indicated that they could not continue to maintain the farm parcels under the terms of these leases. While terms of this contract default were being negotiated, there was an immediate need for tree removal, pruning, spraying and harvesting for the indicated parcels. The administration entered into several short-term service contracts for the necessary work to be done to maintain the parcels and mitigate any resulting damage. It is now appropriate to finalize an interim lease agreement that releases the District from the obligation of work performed to date, under terms and conditions acceptable to the District, which will remain in place until a long-term solution is obtained.

The administration will pursue a long-term solution to the lease of these parcels by again inviting all interested parties to bid for these parcel leases. During the summer the administration will bring to the Board a Resolution of Intent to lease this District-owned property on a long-term basis. Invitations to bid will be released after approval of the Resolution, with award of the leases anticipated in October 2009. Until that time, the administration is recommending the authorization of a lease with Wawona Packing Company for temporary agricultural services for parcels A, B, C, D, E, J, K and L. This short-term lease will supersede and replace any current service contracts for necessary services for these parcels. It is anticipated that the term of this short-term lease for temporary agricultural services will conclude no later than November 1, 2009.

Fiscal Impact:

Wawona Packing Company will pay the District \$100 per acre, totaling \$11,800.00, for the term of this temporary agreement and will release the District of obligations incurred under the prior short-term service contracts.

ITEM NO. 09-28 – Continued

Page 2

Recommendation:

It is recommended that the Board of Trustees authorize the agreement with Wawona Packing Company for Temporary Agricultural Services at Reedley College and authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign the lease agreement on behalf of the District.