

AGENDA
Regular Meeting
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
1525 E. Weldon Avenue
Fresno, CA 93704
4:30 p.m., May 3, 2011

- I. Call to Order
- II. Pledge of Allegiance
- III. Introduction of Guests
- IV. Approval of Minutes, Meeting of April 5, 2011
- V. Delegations, Petitions, and Communications [see footnote, Page 3]
 - A. Special Recognition of the 2010-11 Student Trustees
- VI. Reports of Chancellor and Staff
 - A. PRESENTATIONS
 - 1. Campus Reports Tony Cantu, FCC
Barbara Hioco, RC
Terry Kershaw, NC
 - 2. Chancellor's Report Deborah G. Blue
 - 3. Academic Senate Report Linda DeKruif, FCC
 - 4. Classified Senate Report Ernie Garcia, FCC
 - 5. Fresno City College Financial Aid Office Best Practices Chris Villa, FCC
 - B. CONSIDERATION OF CONSENT AGENDA [11-12HR through 11-13HR]
[11-42G through 11-52G]
 - C. HUMAN RESOURCES
 - 1. Consideration to Adopt a Resolution Regarding Classified School Employees Week in California [11-28] Randy Rowe

2. Public Hearing of Collective Bargaining Agreements, Full-Time Faculty and Part-Time Faculty, State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO [11-29] Randy Rowe

D. GENERAL

1. Consideration to Amend 2011-12 Decision Package Recommendations [11-30] Willard Wright
2. Consideration to Adopt Resolution of Intention to Dedicate Right of Way Easement to Sierra Telephone Company, Oakhurst Center [11-31] Brian Speece
3. Consideration of Bids, Health Science Parking Lot and Lot F American with Disabilities Act Revisions, Fresno City College [11-32] Brian Speece

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. CONFERENCE WITH LABOR NEGOTIATOR [SCFT, Full-time Bargaining Unit: SCFT Part-time Bargaining Unit, California School Employees Association Bargaining Unit, and SCCCDC Peace Officers Association]; Randy Rowe, Pursuant to Government Code Section 54957.6
- C. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT, Pursuant to Government Code Section 54957;
 1. Title: Dean of Instruction, Humanities, Fresno City College
- D. PUBLIC EMPLOYMENT, Pursuant to Government Code Section 54957, President Fresno City College; President Reedley College; Vice Chancellor Finance & Administration Search Process

- E. CONFERENCE WITH LEGAL COUNCIL – ANTICIPATED LITIGATION,
Pursuant to Government Code Section 54956.9(a)

XII. Open Session

- A. Consideration to Appoint Dean of Instruction, [11-33] Randy Rowe
Humanities, Fresno City College
- B. Consideration of Ratification of Collective Bargaining [11-34] Randy Rowe
Agreements, Full-Time and Part-Time State Center
Federation of Teachers, Local 1533, CFT/AFT, AFL-
CIO

XIII. Adjournment

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 who requires a modification or accommodation in order to participate in the public meeting may request this agenda in an appropriate alternative format. Please direct requests for disability-related modifications or accommodations to Nina Acosta, 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 being 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 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 3, 2011

HUMAN RESOURCES

1. Employment, Change of Status, Academic Personnel [11-12HR]
2. Employment, Change of Status, Leave of Absence, Retirement, Classified Personnel [11-13HR]

GENERAL

3. Review of District Warrants and Checks [11-42G]
4. Acknowledgment of Quarterly Financial Status Report, General Fund [11-43G]
5. Financial Analysis of Enterprise and Special Revenue Operations [11-44G]
6. Consideration to Approve Quarterly Budget Transfers and Adjustments Report [11-45G]
7. Consideration to Adopt Resolution Authorizing Notice of Intent to Establish 2011-12 Appropriations Limit (Gann) [11-46G]
8. Consideration to Authorize Agreement with SixTen and Associates for 2011-12 Mandate Reimbursement Claim Preparation Services [11-47G]
9. Consideration to Authorize Agreement, California Community Colleges Chancellor's Office for Workforce Innovation Partnership, Center for International Trade Development [11-48G]
10. Consideration of Bids, Ratcliffe Stadium Restroom Buildings Reroof, Fresno City College [11-49G]
11. Consideration of Bids, Mechanical Arts Building Roof Repair, Reedley College [11-50G]
12. Consideration to Approve Associate Degrees in Communication for Transfer and Math for Transfer, Reedley College [11-51G]
13. Consideration to Approve Associate Degrees in Psychology for Transfer, Communication for Transfer, and Sociology for Transfer, Fresno City College [11-52G]

DRAFT SUBMITTED FOR APPROVAL
MINUTES OF MEETING OF
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
April 5, 2011

Call to Order A regular meeting of the Board of Trustees of the State Center Community College District was called to order by President Dorothy Smith at 4:30 p.m., April 5, 2011, in Room 11 at the Oakhurst Center, 40241 Highway 41, Oakhurst, California.

Trustees Present Dorothy Smith, President
Isabel Barreras, Vice President
Richard Caglia, Secretary
H. Ronald Feaver
Ronald H. Nishinaka
William J. Smith
Tony Capetillo, Student Trustee, FCC (Arrived at 4:40 pm)
Kayla Urbano, Student Trustee, RC

Absent Patrick E. Patterson

Also present were:

Deborah G. Blue, Chancellor, SCCC
Willard Wright, Interim Vice Chancellor – Finance and Administration, SCCC
Tony Cantu, Interim President, Fresno City College
Barbara Hioco, President, Reedley College
Terry Kershaw, Vice Chancellor – North Centers
Randy Rowe, Associate Vice Chancellor – Human Resources, SCCC
Robert Fox, Interim Associate Vice Chancellor – Workforce Development/Ed Services
Nina Acosta, Executive Secretary to the Chancellor, SCCC

Introduction of Guests Among the others present, the following signed the guest list:

Michael Guerra, Vice President, Administrative Services, FCC
Brian Speece, Associate Vice Chancellor – Business and Operations, SCCC
Lacy Barnes, SCFT President
Randy Vogt, Director of Purchasing, SCCC
Eileen O'Hare-Anderson, Liebert Cassidy Whitmore
Tabitha Villaba, Writing and Reading Coordinator, FCC
Marilyn Behringer, Vice President, Instruction, RC
Michael White, Vice President, Student Services, RC

Introduction of Guests
(continued)

Christopher Villa, Vice President, Student Services, FCC
Bill Turini, RC Academic Senate President
Cris M. Bremer, Director of Marketing and Communications,
FCC
Lucy Ruiz, Public Information Officer, RC
Cheryl Sullivan, Interim Vice President of Admin. Services, RC
Gary Sakaguchi, Director of Technology, RC, NC
Joseph Libby, NCFA President
Ed Eng, Director of Finance, SCCC
Julie Dana, Music, FCC
Dori Barthold-McKay, Administrative Secretary, SCCC
Irma Megarit, Mountain Hope Association
Vikki Piper, Coordinator, OC
Alexina Brooks, community member
Marisha Brooks, NC, ASB
Greg Taylor, General Counsel, SCCC
Derrick Chrisinger, NC, ASB
Taylor Thompson, NC, ASB
Gurdeep He'bert, Executive Director, Foundation, SCCC
Gricelda Spear, Counselor, MC
Frank Yancey, Biology Instruct, MC

Approval of Minutes

The minutes of the special meeting of February 22, 2011, and regular meeting of March 1, 2011, were presented for approval.

A motion was made by Ms. Barreras and seconded by Mr. Feaver to approve the minutes of the special board meeting of February 22, 2011, as presented. The motion carried unanimously.

A motion was made by Mr. Nishinaka and seconded by Ms. Barreras to approve the minutes of the regular board meeting of March 1, 2011, as presented. The motion carried unanimously.

Delegations, Petitions, and
Communications

Oakhurst Center student Marisha Brooks addressed the board and expressed her concerns about the potential cuts at the Oakhurst Center. She stated she appreciates the teachers, and administrators at the campus and their commitment to the students. Cutting classes at the Oakhurst Center will have an adverse financial impact on students who will have to travel to Madera or other campuses to take their classes.

Ms. Irma Megarit, president of the Mountain Hope Association and member of the DSP&S Advisory Board, stated she is not in support of the College Brain Trust's recommendation to reassign the districtwide director of the DSP&S program, and

Delegations, Petitions, and Communications (continued)

decentralize the program to the individual campuses. This would not be beneficial to students. The program is successful under the current leadership of Dr. Janice Emerzian. She respectfully asked the Board to continue to support the districtwide model, so there is consistency of services for all students.

Campus Reports

Dr. Kershaw reported on the following topics from the North Centers. Copies of the report were provided for the board and interested attendees.

- Spring Extravaganza open house events were held at the Madera Center on March 24th, and at Willow International on March 31, 2011. The Oakhurst Center will hold its open house on May 4, 2011. Dr. Kershaw thanked Trustee Feaver for attending the open house at Willow International.
- The North Center's business students participated in the annual State Business Leadership Conference held in Long Beach, on March 25-27. Dr. Kershaw thanked the Madera Kiwanis Club for donating \$500 to support students attending the conference.
- The Willow International choir will be performing on April 7, 2011, at the Willow International Center, room AC1-150.
- The State Center Community College Foundation will be holding a reception to raise money for the Leadership Clovis scholarship.
- The Madera Compact is holding its 8th annual business and education shareholder's luncheon on Wednesday, April 13 from 11:00 a.m. to 1:00 p.m. at the Madera Municipal Golf Course.
- The North Centers will be holding their third annual employee service award ceremony on Thursday, April 28, at the Willow International Center.
- The Madera Chamber of Commerce is holding its Salute to Education on Thursday, May 12, at the Madera Center.

Mr. Cantu reported on the following topics from Fresno City College. Copies of the report were provided for the board and interested attendees.

- Danielle Mathis, an art history major, was named to the Phi Theta Kappa All-California Academic First Team. Danielle was one of the 27 students throughout the state to be named to the first team. She received her honor at an awards luncheon in Sacramento on Monday, March 21. Another student, Riley Moore, was named to the third team.
- Asian American Month kicked off last week. Activities during the month will include entertainment shows,

Campus Reports
(continued)

discussion panels on issues facing today's Asian Americans, dance workshops and martial arts demonstrations. The month will conclude with Asian Fest on Saturday, April 30. The campuswide event featuring Asian cultural activities take place from 9 a.m. to 4 p.m.

- Yosemite National Park Ranger Shelton Johnson will appear April 24 as part of the Speakers Forum. Johnson, known for his appearance in the Ken Burns' PBS documentary about national parks, will speak in the OAB Community Room. Johnson was most recently in the news for convincing Oprah Winfrey to come to Yosemite. Originally from Detroit, he will speak about his quest to get more people to visit our national parks.
- Fresno City College business division partnered with five other organizations to offer the Central California Entrepreneurship Conference on March 16. The organizations also included the Lyles Center at Fresno State, the Center for International Trade and Development, and the State Center Consortium. Over 600 high school students attended the conference at the Clovis Veterans Memorial Auditorium.

Dr. Hioco reported on the following topics from Reedley College. Copies of the report were provided for the board and interested attendees.

- Journalism 8 students (*The Chant* student newspaper) made history for a live webcast of Sheriff Mims' on - campus presentation. The real-time counter showed that 2,400 people logged in for the event. *The Chant* also had a live webcast of NASA Engineer Laura Kushner's presentation at the iXplore Conference on March 26. The presentations are archived at www.thechantonline.com. Sheriff Mims' presentation was also covered on the KMPH Channel 26 evening news.
- Athletic director and athletic counselor Javier Renteria was nominated by the Community College Counselors/Advisors Academic Association for Athletics for the 2011 Honoring Our Own 3C4A Athletic Counselor/Advisor Award.
- English instructors David Dominguez and Rick Garza announced the release of *The Packinghouse Review Vol. 2. No. 3* featuring new work by writers Eileen Apperson (RC English instructor) and Gary Soto, among others.
- Communication instructor Terri Main has a novella out as an eBook as of April 1.
- English instructor David Borofka presented at the Innovations 2011 Conference in San Diego on March 1.
- Speech instructor Linda Carvalho-Cooley gave two

Campus Reports
(continued)

presentations at the Western States Communication Conference in Monterey.

- Nancy Frampton, ESL instructor, had a paper, “Into the Child Development Center: Activities for Intermediate Students,” accepted for the California Association of Teachers of English as a Second Language (CATESOL) Conference in Long Beach.
- The annual iXplore Conference sponsored by STEM was held on Saturday, March 26. The event featured guest speaker NASA Engineer Laura Kushner. It was open to college and high school students interested in careers in health care, science, technology engineering and math. The event drew over 300 participants.
- Upcoming events include the third annual Green Summit on April 14, and Robotics Day on April 9, hosted by the STEM ambassadors.
- Reedley College Women’s Tennis Team has clinched the title of Big 8 Conference champion for the fourth year in a row and has won 39 straight games in four years.

Chancellor’s Report

Dr. Blue reported the following:

- She thanked the Oakhurst students for their opening comments regarding the staff and faculty at the Center.
- Dr. Blue stated she just returned from the CCLC NorCal CEO conference. She will provide the board with updates from the conference in the next Friday memo.
- She delivered a welcome message for the opening of Asian American Month at Fresno City College on April 1, 2011. Dr. Blue stated she was impressed by the participation and enthusiasm of all involved. Asian studies instructor and Asian club advisor John Cho and the members of the Asian club have put together a month - long program of beautiful dances and musical performances.
- Dr. Blue as invited by Fresno City Council member Blong Xiong to speak to the Asian Pacific Islander Leadership Council on April 6th, where they will address issues related to education and the needs of the diverse Fresno Asian and Pacific Islander communities.
- The 11th annual SCCCD Classified Professionals Mega Conference will be held on Tuesday, April 19, at Pardini’s. Dr. Blue stated she is looking forward to her first Mega conference. Gus Bonner, SCC Foundation president, will present the classified professional of the year award. Dr. Blue congratulated SCCCD Classified Professionals Staff Development Committee for the work they have put into the event.

Chancellor's Report
(continued)

- Trustees Dottie Smith and Barreras were invited to the White House Regional Summit on April 15, 2011. Dr. Blue will also be in attendance.

North Centers Faculty
Association Report

Joseph Libby, North Centers Faculty Association president, reported the following:

- Accreditation – The North Centers Faculty Council is currently reviewing each standard of the Willow International self study as they are edited and released by the self-study co-chairs. To date, Standard I and Standard II B & C are under review. Standard IIA is currently being edited, and is expected to be released shortly, as are Standards III and IV. The North Centers Faculty Council anticipates completing its review and approval of the self study by the end of this month.
- North Centers Academic Senate – As part of the self study process, the North Centers Faculty Council has also developed a two-semester timeline in preparation for transforming the North Centers Faculty Association into an Academic Senate. The association has also put together a short document reviewing the origins and purpose of the North Centers Faculty Association for inclusion with the Willow International self study. The North Centers Faculty Council expects to approve both of these documents by the end of this month.
- Reedley College Accreditation self study – The Reedley College Academic Senate is also moving forward in their review and approval process for the Reedley College Accreditation Self Study. The Reedley College Accreditation Steering Committee opted to submit the self study to the various constituent representative organizations on a standard-by-standard basis, inviting input as the document entered its final review stages. Thus far the Academic Senate has "endorsed as submitted" or "endorsed with recommendations" the Introduction, Standard I, and Standard II. Standard III and IVA are currently under review. Academic Senate President Bill Turini reported that the senate anticipates completing their review and approval process by May 1.
- Student Learning Outcomes –As was reported to you earlier this year, the assessment of SLOs is fundamental to our culture of improvement at Reedley College and the North Centers. As faculty moves through the spring semester, they are analyzing the data they have generated through their assessment processes, and are developing improvement plans for implementation next fall. Their efforts and commitment

North Centers Faculty
Association Report
(continued)

to SLOs is strongly reflected in both the Reedley College and Willow International self-studies.

Classified Senate Report

Melanie Highfill, RC Classified Senate president, reported the following:

- The Reedley Classified Senate continues to work on accreditation. They approved Standard I and are waiting for revisions for Standard II.
- Cheryl Sullivan conducted a presentation on the 2011-1012 budget and explained how classified personnel can offer suggestions on money – saving ideas by sending their suggestion to the budget savings link on the Reedley College home page.
- The senate is considering dates for the June retreat.
- The senate will be discussing Standard II and IV at their next meeting.
- Ms. Highfill invited the board to attend the Mega conference on April 19, 2011.

Oakhurst Center Update

Vikki Piper presented a slide presentation on the recent activities at the Oakhurst Center campus, including information on the North Centers College Advantage Program. She introduced students Taylor Thompson and Derrick Chrisinger who discussed the importance of the Oakhurst Center to the community. Miss Thompson and Mr. Chrisinger praised staff and faculty for their commitment and dedication to the students of the Oakhurst Center.

Consent Agenda
Action

Before proceeding with the consideration of the consent agenda, President Smith recognized Ms. Barreras for a procedural matter. Ms. Barreras requested consent agenda items 11-11HR and 11-28G be removed from the consent agenda and considered separately.

Ms. Smith acknowledged Ms. Barreras' request and stated that consent agenda items 11-11HR and 11-28G would be considered separately. Ms. Smith asked for a motion to approve the consent agenda, excluding items 11-11HR and 11-28G.

It was moved by Mr. Smith and seconded by Mr. Nishinaka that the board of trustees approve consent agenda items 11-10HR and 11-29G through 11-41G, as presented. The motion passed as follows:

Consent Agenda	Ayes	- 6
<u>Action</u>	Noes	- 0
(continued)	Absent	- 1 (Trustee Patterson)

Ms. Barreras stated that within the past year she has completed a temporary internship with CSEA, the exclusive bargaining representative for the classified employees of the district. She must recuse herself from consideration of these matters as they may involve CSEA's representation of classified employees. She also noted that she must recuse herself from consent agenda item 11-28G as it involves her own compensation for services as a trustee.

She went on to note that later on in the agenda there are closed session items for conference with the labor negotiator regarding the district's ongoing labor negotiations with CSEA and the police and faculty bargaining unit, as well as a classified discipline matter. She recuses herself from closed session item A and that portion of closed session item B concerning the CSEA contract and the salary and medical benefits provisions of the faculty and police contracts, and will not participate in those deliberations. In addition, she will not participate in the open session consideration and vote on ratification of the CSEA collective bargaining agreement. She does this to comply with the requirements of the Political Reform Act and to prevent the appearance of conflict, on the advice of the district's counsel.

Ms. Smith stated that Trustee Barreras' request is noted for the record, and the board would now consider consent agenda items 11-11HR and 11-28G.

It was moved by Mr. Smith and seconded by Mr. Nishinaka to approve consent items 11-11HR and 11-28G, as presented. The motion passed as follows:

Ayes	- 5
Noes	- 0
Absent	- 1 (Trustee Patterson)
Recused	- 1 (Trustee Barreras)

Ms. Smith noted for the record that the motion carried and there was no discussion of consent agenda items 11-11HR and 11-28G and Trustee Barreras abstained from the voting.

Retirement, Resignation,
Change of Status,
Employment, Academic
Personnel
[11-10HR]
Action

approve academic personnel recommendations, items A through D, as presented

Employment, Change of
Status, Transfer,
Resignation, Classified
Personnel
[11-11HR]
Action

approve classified personnel recommendations, items A through F, as presented

Resolution Compensating
Trustee Barreras for the
February 15, 2011,
Special Board Meeting
[11-28G]
Action

adopt resolution 2011-10 recognizing that Trustee Barreras’ absence at the February 15, 2011, special meeting was due to her performance of services to the district outside of the meeting, and instructing the district to not withhold her pro rata share of compensation related to that meeting, pursuant to Education Code section 72024(d)

Review of District
Warrants and Checks
[11-29G]
Action

review and sign the warrants register for the following accounts:

<u>Account:</u>	<u>Amount:</u>	<u>For the Period of:</u>
District	\$ 14,587,672.18	February 16, 2011 to March 18, 2011
Fresno City College Bookstore	23,188.64	February 16, 2011 to March 21, 2011
Reedley College Bookstore	91,607.27	February 15, 2011 to March 21, 2011
Fresno City College Co-Curricular	101,242.16	February 15, 2011 to March 20, 2011
Reedley College Co-Curricular	121,137.88	February 15, 2011 to March 21, 2011
Total:	\$ 14,924,848.13	

Consideration to Accept
Construction Project,
Replaster Two Pools,
Fresno City College
[11-30G]
Action

- a) accept the project to replaster two pools, Fresno City College; and
- b) authorize the chancellor or her designee to file a notice of completion with the county recorder

Consideration of Report
of Investments
[11-31G]
Action

accept the Quarterly Performance Review, as provided by the
County of Fresno, for the quarter ending December 31, 2010

Consideration to
Authorize Agreement,
County of Tulare Health
and Human Services
Agency for Work Study
Program, Reedley College
[11-32G]
Action

- a) authorize the district, on behalf of Reedley College, to enter into an agreement with the County of Tulare Health and Human Services Agency to provide a work study program for TulareWORKs students attending Reedley College for the period January 31, 2011, through June 30, 2011, with funding not to exceed \$25,433;
- 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

Consideration to
Authorize Agreement,
Fresno Area Workforce
Investment Corporation
for PG&E Veterans
Training and Employment
Program, Fresno City
College
[11-33G]
Action

- a) authorize the district, on behalf of Fresno City College, to enter into an agreement with the Fresno Area Workforce Investment Corporation to provide a PG&E veterans training and employment program for the period October 1, 2010, through June 30, 2012, with total funding in the amount of \$79,048;
- 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

Consideration to
Authorize Agreement,
California Department of
Education, Child and
Adult Care Food Program
Elective Online Training,
Fresno City College
[11-34G]
Action

- a) adopt resolution no. 2011-05 authorizing the agreement between the California Department of Education, Nutrition Services Division, and the district, on behalf of the Fresno City College Cal-Pro-NET Center, for elective online training for the period October 1, 2010, through June 30, 2011, with funding in the amount of \$45,000;
- 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

Consideration to Adopt
Resolution Authorizing
Agreement, California
Department of Education,
Child and Adult Care
Food Program Mandatory
Training Programs,
Fresno City College
[11-35G]
Action

- a) adopt resolution no. 2011-06 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, Nutritional Services Division, to plan, organize and conduct mandatory training programs for child and adult care food program sponsors in California for the period October 1, 2010, through June 30, 2011, with funding in the amount of \$123,750;
- 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

Consideration to Adopt
Resolution Authorizing
Agreement, California
Department of Education,
Child and Adult Care
Food Program Promoting
Integrity Now, Fresno
City College
[11-36G]
Action

- a) adopt resolution no. 2011-07 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, Nutritional Services Division, for the Child and Adult Care Food Program Promoting Integrity Now curricula for the period October 1, 2010, through June 30, 2011, with funding in the amount of \$112,500;
- 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

Consideration to Adopt
Resolution Authorizing
Agreement, California
Department of Education,
Healthy and Active
Preschoolers, Fresno City
College
[11-37G]
Action

- a) adopt resolution no. 2011-08 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, Nutritional Services Division, for Healthy and Active Preschoolers, a web-based nutrition education learning center, for the period of October 1, 2010, through June 30, 2011, with funding in the amount of \$48,750;
- 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

Consideration to Adopt Resolution Authorizing Agreement, California Department of Education, Child and Adult Care Food Program Food for Thought Training, Fresno City College
[11-38G]
Action

- a) adopt resolution no. 2011-09 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, Nutritional Services Division, for the Child and Adult Care Food Program Food for Thought (FFT) training for the period October 1, 2010, through September 30, 2011, with funding in the amount of \$175,500;
- 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

Consideration of Bids, Photovoltaic Demonstration Project, Reedley College
[11-39G]
Action

award bid #1011-15 in the amount of \$45,415.55 to Valley Unique Electric, Inc., the lowest responsible bidder for the photovoltaic demonstration project at Reedley College, and authorize the chancellor or interim vice chancellor, finance and administration, to sign an agreement on behalf of the district

Consideration of Bids, Air Conditioning Installation at Dance Studio, Fresno City College
[11-40G]
Action

award bid #1011-14 in the amount of \$44,550.00 to Strategic Mechanical, Inc., the lowest responsible bidder for the air conditioning installation at Fresno City College, and authorize the chancellor or interim vice chancellor, finance and administration, to sign an agreement on behalf of the district

Consideration to Approve 2011-12 Residence Hall Rate, Reedley College
[11-41G]
Action

established the residence hall annual rate for 2011-12 at \$3,090 (\$1,545 per semester) plus a non-refundable contract fee of \$140

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

Disclosure of Collective Bargaining Agreement, California School Employees Association Chapter #379, and Public Hearing
[11-19]
No Action

Mr. Randy Rowe stated that on February 17, 2011, the California School Employees Association Chapter #379 and the district reached a tentative agreement for a new three-year collective bargaining agreement for 2009-10 through 2011-12. California School Employees Association Chapter #379 held an election and ratified the tentative agreement. This tentative agreement allows for any and all articles to be opened during the final year of the agreement 2011-12 year. The tentative agreement is attached (Appendix I, 11-19).

Public Hearing

Mr. Rowe stated that at this time it is appropriate to open the meeting for comments from the public relative to the tentative

Public Hearing
(continued)

agreement. Following the opportunity for public input, no action is necessary

Ms. Smith opened the public hearing for item 11-19 at 6:20 p.m. Hearing no comment from the public, the hearing was closed at 6:21 p.m.

California Community
College Trustees 2011
Ballot for Board of
Directors
[11-20]
Action

Ms. Smith stated that the board will be voting for eight nominees for the California Community College Trustees 2011 board of directors.

A motion was made by Ms. Barreras and seconded by Mr. Nishinaka that the board of trustees authorize the secretary of the board to cast a ballot for up to eight individuals, as directed, from the list of nominees for the 2011 election of the board of directors of the California Community College Trustees.

The motion passed as follows:

Ayes - 6
Noes - 0
Absent - 1 (Trustee Patterson)

Acknowledgement of
Accountability Report for
the Community Colleges
2011 Report, Fresno City
College and Reedley
College
[11-21]
Action

Robert Fox, Barbara Hioco, and Tony Cantu presented a slide presentation on the ARCC reports for Fresno City College and Reedley College.

A motion was made by Ms. Barreras and seconded by Mr. Feaver that the board of trustees, at the conclusion of the discussion of the ARCC results, acknowledge the ARCC report for the district, and authorize the chancellor to submit the minutes of the meeting to the California Community Colleges Chancellor's Office to meet the requirements of AB 1417.

The motion passed as follows:

Ayes - 6
Noes - 0
Absent - 1 (Trustee Patterson)

Consideration to Approve
2011-12 Decision Package
Recommendations
[11-22]
Action

A motion was made by Mr. Smith and seconded by Mr. Nishinaka that the board of trustees approve the 2011-12 Decision Package recommendations, as presented.

The motion passed as follows:

Ayes - 6
Noes - 0
Absent - 1 (Trustee Patterson)

Consideration to Approve
Interim Parking Plan,
Fresno City College

[11-23]

Action

A motion was made by Ms. Barreras and seconded by Mr. Caglia that the board of trustees approve the interim parking plan at Fresno City College, as presented.

The motion passed as follows:

Ayes - 6
Noes - 0
Absent - 1 (Trustee Patterson)

Consideration of Bids,
Construction of New
Student Parking Lot and
Reconstruction of Outdoor
Basketball Courts,
Reedley College

[11-24]

Action

A motion was made by Ms. Urbano and seconded by Mr. Capetillo that the board of trustees award bid #1011-04 in the amount of \$610,872.33 to Emmett Valley Construction, Inc., the lowest responsible bidder for the construction of new student parking lot and reconstruction of outdoor basketball courts at Reedley College, and authorize the chancellor or interim vice chancellor, finance and administration, to sign an agreement on behalf of the district.

The motion passed as follows:

Ayes - 6
Noes - 0
Absent - 1 (Trustee Patterson)

Consideration to Approve
2011-12 Residence Hall
Mandatory Meal Plan,
Reedley College

[11-25]

Action

A motion was made Ms. Urbano and seconded by Mr. Capetillo that the board of trustees establish a mandatory meal plan for the Reedley College residence hall for the 2011-12 fall and spring semesters at \$700 per semester, with an optional augmented plan at \$1,100 per semester.

The motion carried unanimously.

or

The motion passed as follows:

Ayes - 6
Noes - 0
Absent - 1 (Trustee Patterson)

Reports of Board
Members

Reedley College student trustee Kayla Urbano reported the following:

- Women's History Month concluded with 2 guest speakers, Dr. Barbara Hioco, and Sheriff Margaret Mims.
- April is STD Awareness Month.
- Five ASB members recently attended the spring general assembly in Sacramento
- ASB elections take place the first week in April. The results will be announced April 8, 2011.

Reports of Board
Members
(continued)

Fresno City College student trustee Tony Capetillo reported the following:

- FCC continues their outreach to Fresno Unified students. FCC students gave tours to 470 sixth grade students. The students toured several classes on campus.
- FCC participated in the Kid's Day fundraiser for Children's Hospital of Central California. Over 200 volunteers raised \$8,600.
- FCC alumnus Dr. Harry Edwards gave a lecture entitled "The Fire this Time – Human Relations Challenges in the 21st Century" on March 10, 2011.
- A rally for community unity took place on March 14, 2011. Twenty campus groups participated in the rally.
- On March 16, 2011, FCC hosted a debate to reconsider the campus smoking policy.
- FCC's annual open house was held on March 31, 2011, and 1200 high school students visited the campus.
- Over 100 people attended a presentation by Gilbert Padilla, a civil rights activist who worked with Cesar Chavez. The event was held in honor of Cesar Chavez day.
- "One Day Without Shoes" took place on April 5th. The event was hosted by TOMS shoe company and the campus TOMS club. The event raised awareness for children around the world who live without shoes.

Trustee Nishinaka reported the following:

- He is serving on the search committees for FCC President and SCCC Vice Chancellor of Finance and Administration.
- He recently attended the retirement committee meeting.
- Attended Dr. Azari's farewell reception
- Attended the Fresno County School Board trustee meeting, hosted by Central High School
- Participated in a Tree Fresno tree-planting along with several FCC students.
- Mr. Nishinaka requested that the dialog with constituency groups regarding the budget continue.

Trustee Barreras reported the following:

- She attended the bi - monthly Board of Governors meeting in Sacramento. Governor Jerry Brown was in attendance. Chancellor Scott asked the governor if he could facilitate a meeting with the UCs and CSUs to discuss transfers. She advised the board that the

Reports of Board
Members
(continued)

proposed changes made to the Title 5 regulations were approved.

- She attended the lobby/advocacy day for community colleges in Sacramento. One of the key topics was advocating for the tax extension. They also asked the legislators to consider a work load reduction, if the tax extension was not supported.
- Trustee Barreras said she attended the board retreat. There were a lot of great discussions during the workshop.

Trustee Feaver thanked Ms. Vikki Piper for her effort in hosting the Board meeting. He thanked the student presenters for their comments.

Trustee Dottie Smith reported the following:

- Attended the Renaissance Feast. She recognized Foundation Director Ms. Gurdeep He’bert. The Foundation raised \$102,000 in scholarships.

Old Business

None

Future Agenda Items

None

Delegations, Petitions, and
Communications

None

Closed Session

Ms. Smith stated that in closed session the board would be discussing:

- A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, pursuant to Government Code section 54957
- B. CONFERENCE WITH LABOR NEGOTIATOR [SCFT Full-Time Bargaining Unit; SCFT Part-Time Bargaining Unit, California School Employees Association Bargaining Unit, and SCCCD Peace Officers Association]; Randy Rowe, pursuant to Government Code section 54957.6
- C. PUBLIC EMPLOYMENT/EMPLOYMENT, pursuant to Government Code section 54957
 1. Title: Interim Vice President of Instruction, Fresno City College

Ms. Smith called a recess at 6:05p.m.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Employment, Change of Status,
Academic Personnel

ITEM NO. 11-12HR

EXHIBIT: Academic Personnel Recommendations

Recommendation:

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

ACADEMIC PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following persons:

Name	Campus	Class & Step	Salary	Position
Amador, Susan	RC	III, 3	\$10,854	Coordinator, Title V
(New Hire) (Categorically Funded Contract – May 4, 2011, through June 30, 2011)				
Fuentes, Sandra	RC	59, 3	\$16,843	Director, Student Support Services’ Grants
(New Hire) (Categorically Funded Management Contract – May 4, 2011, through June 30, 2011)				
Espinoza Watson, Matthew E.	FCC	V, 5	\$77,562	Chicano-Latino Studies Instructor
(Current Adjunct Faculty) (First Contract – August 11, 2011, through May 18, 2012)				
Davey, Jonathan R.	FCC	III, 3	\$64,040	Culinary Arts Instructor
(New Hire) (First Contract – August 11, 2011, through May 18, 2012)				
Kirk, Karla D.	FCC	II, 1	\$55,569	African American Studies Instructor
(New Hire) (First Contract – August 11, 2011, through May 18, 2012)				
LaTorraca, Courtne N.	NC	III, 5	\$69,410	Mathematics Instructor
(Current Adjunct Faculty) (First Contract – August 11, 2011 through May 18, 2012)				

Academic Personnel Recommendation

Page 2

- B. Recommendation to change the contractual duty days effective July 1, 2011, for the following person:

<u>Name</u>	<u>Campus</u>	<u>From</u>	<u>To</u>	<u>Position</u>
Hunter, Timothy	FCC	194	207	Automotive Instructor

- C. Recommendation to employ the following person as Training Institute Trainer:

<u>Name</u>	<u>Campus</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Coffman,	FCC	Trainer IV	\$44.69	April 7, 2011

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Employment, Change of Status, Leave
of Absence, Retirement, Classified Personnel

ITEM NO. 11-13HR

EXHIBIT: Classified Personnel Recommendations

Recommendation:

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

CLASSIFIED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following persons as probationary:

Name	Location	Classification	Range/Step/Salary	Date
Adams, Stefanie	MC	Reg To Go Orientation Assistant (Seasonal) Position No. 5036	41-A \$15.38/hr.	04/13/2011

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	Hourly Rate	Date
Holland, Zaneta	FCC	DSP&S Mobility Driver Position No. 2407	32-A \$12.35/hr.	03/01/2011
Balderas, Sarah	DO	Communications Dispatcher Position No. 1127	44-A \$16.58/hr.	03/14/2011
Smith, Shirley	DO	Phone Communications Operator I Position No. 1010	38-A \$14.32/hr.	03/24/2011
Simon, Abel	RC	Financial Aid Assistant I Position No. 3111	57-A \$22.79/hr.	03/28/2011
Suvanto, Marci	WI	Department Secretary Position No. 5016	44-A \$16.58/hr.	04/06/2011
Escobar, Alexis	FCC	Custodian Position No. 2184	41-A \$15.38/hr.	04/11/2011

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

Name	Location	Classification	Range/Step/Salary	Date
De Fore, Elizabeth	RC	College Center Assistant Position No. 3086 to Department Secretary Position No. 3014	57-A \$4,345.67 to 44-E \$3,535.83	04/01/2011

(Return to regular assignment)

Classified Personnel Recommendations

Page 2

C. Recommendation to approve the change of status of the following regular employees (cont'd):

Name	Location	Classification	Range/Step/Salary	Date
Lorenzano, Adelfa	RC	College Center Assistant Position No. 3086	57-E \$4,876.50	04/01/2011
(Return to regular assignment from Personal Leave of Absence per Article 13, Section 2)				
Hawkins, Reynani	FCC	Student Services Specialist Position No. 2130 to Admissions & Records Manager Position No. 2166	52-C \$3,857.25 to 52-C + 10% \$4,243.00	04/11/2011
(Additional compensation for working out of class per Article 33, Section 8)				

D. Recommendation to approve the leave of absence of the following employee (regular):

Name	Location	Classification	Date
Kent, Melissa	WI	Reg To Go Orientation Assistant (Seasonal) Position No. 5034	04/01/2011 thru 06/09/2011
(Personal Leave of Absence per Article 13, Section 2)			
Aravanis, Donna	WI	Instructional Aide – CDL Position No. 5040	04/04/2011 thru 07/04/2011
(Unpaid Health Leave of Absence per Article 14)			

E. Recommendation to accept the resignation for the purpose of retirement for the following regular employees:

Name	Location	Classification	Date
Brooks, Edward	FCC	Custodian Position No. 2176	04/30/2011

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Review of District Warrants and Checks

ITEM NO. 11-42G

EXHIBIT: None

Recommendation:

It is recommended the board of trustees review and sign the warrants register for the following accounts:

<u>Account:</u>	<u>Amount:</u>	<u>For the Period of:</u>
District	\$15,619,159.12	March 19, 2011 to April 19, 2011
Fresno City College Bookstore	223,356.03	March 22, 2011 to April 18, 2011
Reedley College Bookstore	114,946.40	March 22, 2011 to April 18, 2011
Fresno City College Co-Curricular	65,686.47	March 21, 2011 to April 14, 2011
Reedley College Co-Curricular	<u>61,714.52</u>	March 22, 2011 to April 15, 2011
Total:	\$ 16,084,862.54	

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Acknowledgement of Quarterly Financial
Status Report, General Fund

ITEM NO. 11-43G

EXHIBIT: Report

Background:

Enclosed is the March 31, 2011 , 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 was forwarded electronically to the state chancellor's office.

The quarterly financial report reflects projected revenues and expenditures, including the 2.2% in FTES restoration funding; the base funding shortfall (deficit) and savings in budgeted expenditures (election costs, property, liability, and worker's compensation insurance); as well as amendments for additional grants, programs, etc. Actual revenues and expenditures are consistent with expectations at this time of year, allowing for the fact that most of the revenue from certain federal monies (i.e., VTEA) and some property taxes and interest income are not fully received until later in the fiscal year.

SCCCD is projecting total FTES of 29,132, which is a 7.5% decrease from last year.

Recommendation:

It is recommended 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: 2010-2011

Quarter Ended: (Q3) Mar 31, 2011

District: (570) STATE CENTER

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2007-08	Actual 2008-09	Actual 2009-10	Projected 2010-2011
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	138,338,006	147,561,722	143,206,385	143,863,222
A.2	Other Financing Sources (Object 8900)	258,514	232,898	232,556	5,035,821
A.3	Total Unrestricted Revenue (A.1 + A.2)	138,596,520	147,794,620	143,438,941	148,899,043
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	136,326,044	138,872,293	138,930,645	143,315,370
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	11,585,219	3,963,874	453,758	4,988,976
B.3	Total Unrestricted Expenditures (B.1 + B.2)	147,911,263	142,836,167	139,384,403	148,304,346
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-9,314,743	4,958,453	4,054,538	594,697
D.	Fund Balance, Beginning	35,933,481	26,270,668	30,977,050	33,913,762
D.1	Prior Year Adjustments + (-)	-434,382	-252,671	-1,117,826	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	35,499,098	26,018,597	29,859,224	33,913,762
E.	Fund Balance, Ending (C. + D.2)	26,184,355	30,977,050	33,913,762	34,508,459
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	17.7%	21.7%	24.3%	23.3%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	27,605	30,558	31,479	29,132
-----	---	--------	--------	--------	--------

III. Total General Fund Cash Balance (Unrestricted and Restricted)

Line	Description	As of the specified quarter ended for each fiscal year			
		2007-08	2008-09	2009-10	2010-2011
H.1	Cash, excluding borrowed funds		23,923,983	26,952,635	27,036,602
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	38,130,914	23,923,983	26,952,635	27,036,602

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)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	140,496,224	141,503,222	90,891,287	64.2%
I.2	Other Financing Sources (Object 8900)	435,821	5,035,821	4,965,696	98.6%
I.3	Total Unrestricted Revenue (I.1 + I.2)	140,932,045	146,539,043	95,856,983	65.4%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	141,686,435	144,086,370	107,156,877	74.4%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	297,248	4,988,976	4,867,001	97.6%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	141,983,683	149,075,346	112,023,878	75.1%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	1,051,638	2,526,203	18,166,895	
L.	Adjusted Fund Balance, Beginning	33,913,762	33,913,762	33,913,762	
L.1	Fund Balance, Ending (C. + L.2)	32,862,124	31,377,459	17,746,867	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	23.1%	21%		

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)	Management	Academic		Classified
		Permanent	Temporary	

YYYY-YY	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
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? NO
Next year? YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)
 Unknown State funding concerns for the Community College System.

State Center Community College District

Annual Budget Report Ending 03/31/2011
Options - All Statuses

Page: 1

04-11-11

Fiscal Year: 2011

LOC.GRP: 1 - District Office

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available	% Avail
MAJ.OBJ: 91 - Academic Salaries	0.00	145,494.19	1,584,907.95	2,193,061.00	608,153.05	27.73
MAJ.OBJ: 92 - Classified Salaries	0.00	725,076.78	6,556,780.63	8,742,171.00	2,185,390.37	25.00
MAJ.OBJ: 93 - Employee Benefits	0.00	432,416.00	3,722,086.27	5,028,446.00	1,306,359.73	25.98
MAJ.OBJ: 94 - Supplies & Materials	299,629.74	56,907.71	508,972.29	877,860.00	69,257.97	7.89
MAJ.OBJ: 95 - Other Oper Exp & Service	660,871.79	819,940.08	6,711,987.72	10,187,448.00	2,814,588.49	27.63
MAJ.OBJ: 96 - Capital Outlay	65,320.95	48,920.39	256,676.37	338,868.00	16,870.68	4.98
MAJ.OBJ: 97 - Other Outgo	0.00	0.00	4,600,000.00	5,146,000.00	546,000.00	10.61
=====						
LOC.GRP: 1 - District Office	1,025,822.48	2,228,755.15	23,941,411.23	32,513,854.00	7,546,620.29	23.21

State Center Community College District

04-11-11

Annual Budget Report Ending 03/31/2011
Options - All Statuses

Page: 2

Fiscal Year: 2011

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	4,328,865.54	34,911,698.46	46,000,041.00	11,088,342.54	24.11
MAJ.OBJ: 92 - Classified Salaries	0.00	1,391,763.58	12,009,826.50	16,992,028.00	4,982,201.50	29.32
MAJ.OBJ: 93 - Employee Benefits	0.00	1,437,353.75	12,480,442.50	17,585,223.00	5,104,780.50	29.03
MAJ.OBJ: 94 - Supplies & Materials	299,090.54	124,033.63	1,115,047.81	2,622,649.00	1,208,510.65	46.08
MAJ.OBJ: 95 - Other Oper Exp & Service	823,496.21	396,699.87	2,547,862.15	4,823,565.00	1,452,206.64	30.11
MAJ.OBJ: 96 - Capital Outlay	449,754.04	166,065.69	1,362,586.32	3,186,609.00	1,374,268.64	43.13
MAJ.OBJ: 97 - Other Outgo	409,225.64	88,832.97	560,966.59	7,271,724.00	6,301,531.77	86.66
=====						
LOC.GRP: 2 - Fresno City College	1,981,566.43	7,933,615.03	64,988,430.33	98,481,839.00	31,511,842.24	32.00

State Center Community College District

04-11-11

Annual Budget Report Ending 03/31/2011
Options - All Statuses

Page: 3

Fiscal Year: 2011

LOC.GRP: 3 - Reedley College

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available	% Avail
MAJ.OBJ: 91 - Academic Salaries	0.00	1,586,370.66	12,710,107.98	16,726,569.00	4,016,461.02	24.01
MAJ.OBJ: 92 - Classified Salaries	1,500.00	545,892.92	4,779,011.85	6,948,783.00	2,168,271.15	31.20
MAJ.OBJ: 93 - Employee Benefits	0.00	547,691.50	4,728,130.20	6,580,265.00	1,852,134.80	28.15
MAJ.OBJ: 94 - Supplies & Materials	209,319.37	65,148.11	594,348.35	1,503,317.00	699,649.28	46.54
MAJ.OBJ: 95 - Other Oper Exp & Service	383,550.56	201,314.51	1,208,165.14	2,239,599.00	647,883.30	28.93
MAJ.OBJ: 96 - Capital Outlay	264,425.25	38,955.23	615,434.73	1,492,871.00	613,011.02	41.06
MAJ.OBJ: 97 - Other Outgo	160,563.59	96,494.45	445,329.67	2,877,793.00	2,271,899.74	78.95
=====						
LOC.GRP: 3 - Reedley College	1,019,358.77	3,081,867.38	25,080,527.92	38,369,197.00	12,269,310.31	31.98

State Center Community College District

04-11-11

Annual Budget Report Ending 03/31/2011
Options - All Statuses

Page: 4

Fiscal Year: 2011

LOC.GRP: 4 - North Centers

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available	% Avail
MAJ.OBJ: 91 - Academic Salaries	0.00	1,089,141.87	8,415,486.98	11,516,031.00	3,100,544.02	26.92
MAJ.OBJ: 92 - Classified Salaries	0.00	237,572.53	2,049,243.95	2,930,224.00	880,980.05	30.07
MAJ.OBJ: 93 - Employee Benefits	0.00	310,887.90	2,638,702.87	3,830,313.00	1,191,610.13	31.11
MAJ.OBJ: 94 - Supplies & Materials	83,491.24	41,036.09	337,959.81	469,293.00	47,841.95	10.19
MAJ.OBJ: 95 - Other Oper Exp & Service	87,498.35	74,047.99	416,393.35	815,649.00	311,757.30	38.22
MAJ.OBJ: 96 - Capital Outlay	15,706.19	8,572.20	72,695.86	101,800.00	13,397.95	13.16
MAJ.OBJ: 97 - Other Outgo	226.41	40.24	13,415.71	948,665.00	935,022.88	98.56
=====						
LOC.GRP: 4 - North Centers	186,922.19	1,761,298.82	13,943,898.53	20,611,975.00	6,481,154.28	31.44

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Financial Analysis of Enterprise
and Special Revenue Operations

ITEM NO. 11-44G

EXHIBIT: Financial Analysis

Background:

The financial reports for the enterprise and special revenue operations for the quarter ended March 31, 2011, are attached. The report consists of a combined balance sheet and combined statement of revenues and expenditures for the enterprise operations consisting of the bookstores at Fresno City and Reedley Colleges and the special revenue operations consisting of the Reedley College cafeteria and residence hall.

All operations ended the March 31, 2011, period with a surplus operating income except for the cafeteria. The cafeteria recently hired a new manager who will review the food service operations and develop recommendations for making the cafeteria profitable.

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, 2011**

	ENTERPRISE			SPECIAL REVENUE		
	FCC BOOKSTORE*	RC BOOKSTORE*	TOTAL	RC CAFETERIA*	RC RESIDENCE HALL*	TOTAL
ASSETS						
Cash in County Treasury				\$ 66,618	\$ 444,080	\$ 510,698
Cash in Bank	\$ 3,346,922	\$ 766,014	\$ 4,112,936	51,202	10,563	61,765
Revolving Cash Fund	15,200	21,000	36,200	10,500		10,500
Accounts Receivable	556,494	266,748	823,242	10,203	20,172	30,375
Due from Other Funds	725,000		725,000		39,353	39,353
Prepaid Expenses	5,660	3,979	9,639			0
Inventory	1,033,489	1,233,482	2,266,971	27,030		27,030
Total Current Assets	\$ 5,682,765	\$ 2,291,223	\$ 7,973,988	\$ 165,553	\$ 514,168	\$ 679,721
Fixed Assets (Net)	333,093	133,923	467,016			
TOTAL ASSETS	\$ 6,015,858	\$ 2,425,146	\$ 8,441,004	\$ 165,553	\$ 514,168	\$ 679,721
LIABILITIES & FUND BALANCE						
Accounts Payable	\$ 49,711	\$ (93,376)	\$ (43,665)			
Due to Other Funds	164,167	794,939	959,106	\$ 159,909		\$ 159,909
Warrants Payable				6,591		6,591
Total Current Liabilities	\$ 213,878	\$ 701,563	\$ 915,441	\$ 166,500	\$ -	\$ 166,500
Unreserved Fund Balance	4,753,291	469,101	5,222,392	(38,477)	514,168	475,691
Reserved Fund Balance	1,048,689	1,254,482	2,303,171	37,530	0	37,530
Total Fund Balance	\$ 5,801,980	\$ 1,723,583	\$ 7,525,563	\$ (947)	\$ 514,168	\$ 513,221
TOTAL LIABILITIES & FUND BALANCE	\$ 6,015,858	\$ 2,425,146	\$ 8,441,004	\$ 165,553	\$ 514,168	\$ 679,721

* Does Not Include Indirect Charges

**STATE CENTER COMMUNITY COLLEGE DISTRICT
ENTERPRISE & SPECIAL REVENUE OPERATIONS
STATEMENT OF REVENUE & EXPENDITURES
Period Ending MARCH 31, 2011**

	ENTERPRISE			SPECIAL REVENUE		
	FCC BOOKSTORE*	RC BOOKSTORE*	TOTAL	RC CAFETERIA*	RC RESIDENCE HALL*	TOTAL
TOTAL SALES	\$ 5,537,809	\$ 3,543,044	\$ 9,080,853	\$ 508,167	\$ 371,682	\$ 879,849
LESS COST OF GOODS SOLD						
Beginning Inventory	\$ 927,274	\$ 888,661	\$ 1,815,935	\$ 32,692		\$ 32,692
Purchases	4,125,352	2,995,324	7,120,676	246,988		246,988
Sub-Total	5,052,626	3,883,985	8,936,611	279,680		279,680
Ending Inventory	1,033,489	1,233,482	2,266,971	27,030		27,030
Cost of Sales	4,019,137	2,650,503	6,669,640	252,650		252,650
GROSS PROFIT ON SALES	\$ 1,518,672	\$ 892,541	\$ 2,411,213	\$ 255,517	\$ 371,682	\$ 627,199
OPERATING EXPENDITURES						
Salaries	\$ 571,985	\$ 463,906	\$ 1,035,891	\$ 197,062	\$ 137,254	\$ 334,316
Benefits	187,043	167,563	354,606	94,217	60,143	154,360
Depreciation	66,618	11,844	78,462			
Supplies	9,367	9,670	19,037	22,894	797	23,691
Utilities & Housekeeping	18,848	17,751	36,599		53,151	53,151
Rents, Leases & Repairs	12,848	16,943	29,791	8,151	2,259	10,410
Other Operating	159,746	100,366	260,112	10,083	1,606	11,689
TOTAL OPERATING EXPENDITURES	\$ 1,026,455	\$ 788,043	\$ 1,814,498	\$ 332,407	\$ 255,210	\$ 587,617
NET OPERATING REVENUE (LOSS)	\$ 492,217	\$ 104,498	\$ 596,715	\$ (76,890)	\$ 116,472	\$ 39,582
OTHER REVENUE						
Vending				\$ 4,044	\$ 1,468	\$ 5,512
Interest		\$ 280	\$ 280	1,244	5,463	6,707
Other	\$ 31,012	24,295	55,307	2,835	3,199	6,034
OTHER EXPENSES						
Transfer to Co-Curricular Capital Outlay	70,200	54,000	124,200	10,294	18,446	28,740
NET REVENUE (LOSS)	<u>\$ 453,029</u>	<u>\$ 75,073</u>	<u>\$ 528,102</u>	<u>\$ (79,061)</u>	<u>\$ 108,156</u>	<u>\$ 29,095</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 3, 2011

SUBJECT: Consideration to Approve Quarterly
Budget Transfers and Adjustments Report

ITEM NO. 11-45G

EXHIBIT: Report

Background:

The enclosed budget transfers and adjustments report reflects budget adjustments through the period ending March 31, 2011. 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 the board of trustees approve the March 31, 2011, budget transfers and adjustments report.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Revenue Budget Adjustments/Transfers
As of 03/31/11**

	<u>Adopted Budget</u>	<u>Budget Adj/Transfers</u>	<u>Current Budget</u>
81000	FEDERAL REVENUES		
81200	\$ 4,967,278	\$ 2,240,740	\$ 7,208,018
81300	1,270,094	2,461,668	3,731,762
81400	392,629	12,482	405,111
81500	193,156	61,122	254,278
81600	17,515	6,741	24,256
81700	2,363,377	-	2,363,377
81990	3,528,715	795,426	4,324,141
	<u>12,732,764</u>	<u>5,578,179</u>	<u>18,310,943</u>
	Total		
86000	STATE REVENUES		
86100	92,994,252	(1)	92,994,251
86200	7,231,932	356,572	7,588,504
86500	1,703,069	184,093	1,887,162
86700	400,000	-	400,000
86800	3,600,000	-	3,600,000
86900	-	-	-
	<u>105,929,253</u>	<u>540,664</u>	<u>106,469,917</u>
	Total		
88000	LOCAL REVENUES		
88100	33,150,075	-	33,150,075
88200	-	-	-
88300	846,111	990,452	1,836,563
88400	18,533	-	18,533
88500	57,000	-	57,000
88600	1,243,200	-	1,243,200
88700	7,704,809	(27,038)	7,677,771
88800	2,541,000	-	2,541,000
88900	1,378,825	67,578	1,446,403
	<u>46,939,553</u>	<u>1,030,992</u>	<u>47,970,545</u>
	Total		
Total General Fund Revenues	<u>\$ 165,601,570</u>	<u>\$ 7,149,835</u>	<u>\$ 172,751,405</u>

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Revenue Budget Adjustments/Transfers
As of 03/31/11**

	<u>Adopted Budget</u>	<u>Budget Adj/Transfers</u>	<u>Current Budget</u>
89000 OTHER FIN SOURCES			
89100 Proceeds/Fixed Assets	-	-	-
89400 Proceeds/Long-Term Debt	-	-	-
89800 Incoming Transfers	491,648	4,600,000	5,091,648
Total Other Financing Sources	\$ 491,648	4,600,000	\$ 5,091,648
Total District Revenues	<u>\$ 166,093,218</u>	<u>\$ 11,749,835</u>	<u>\$ 177,843,053</u>

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Expenditure Budget Adjustments/Transfers
As of 03/31/11**

	Adopted Budget	Budget Adj/Transfers	Current Budget
91000	ACADEMIC SALARIES		
91100	\$ 38,423,566	\$ 258,889	\$ 38,682,455
91200	17,590,038	574,976	18,165,014
91300	14,928,134	356,928	15,285,062
91400	3,756,725	546,446	4,303,171
	<u>74,698,463</u>	<u>1,737,239</u>	<u>76,435,702</u>
	Total		
92000	CLASSIFIED SALARIES		
92100	28,564,931	163,114	28,728,045
92200	1,587,229	2,752	1,589,981
92300	3,089,676	590,059	3,679,735
92400	1,310,306	305,139	1,615,445
	<u>34,552,142</u>	<u>1,061,064</u>	<u>35,613,206</u>
	Total		
93000	BENEFITS		
93100	5,976,351	132,571	6,108,922
93200	3,397,013	23,223	3,420,236
93300	3,481,195	47,049	3,528,244
93400	16,968,794	124,305	17,093,099
93500	740,590	20,458	761,048
93600	1,957,658	43,332	2,000,990
93700	79,692	20,291	99,983
93900	11,725	-	11,725
	<u>32,613,018</u>	<u>411,229</u>	<u>33,024,247</u>
	Total		
94000	SUPPLIES & MATERIALS		
94200	43,560	21,471	65,031
94300	2,213,065	312,263	2,525,328
94400	2,613,074	234,919	2,847,993
94500	36,232	(1,465)	34,767
	<u>4,905,931</u>	<u>567,188</u>	<u>5,473,119</u>
	Total		

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Expenditure Budget Adjustments/Transfers
As of 03/31/11**

	<u>Adopted Budget</u>	<u>Budget Adj/Transfers</u>	<u>Current Budget</u>
95000	OTHER OPER EXPENSES		
95100	4,563,663	(394)	4,563,269
95200	2,400,702	199,959	2,600,661
95300	1,690,690	208,720	1,899,410
95400	251,770	16,968	268,738
95500	2,904,216	1,636,889	4,541,105
95600	1,368,672	-	1,368,672
95700	1,251,183	18,323	1,269,506
95900	1,224,867	330,033	1,554,900
	<u>Total</u>	<u>2,410,498</u>	<u>18,066,261</u>
96000	CAPITAL OUTLAY		
96100	-	-	-
96200	90,844	4,533	95,377
96400	329,974	318,039	648,013
96500	2,481,314	1,644,878	4,126,192
96800	251,183	(617)	250,566
	<u>Total</u>	<u>1,966,833</u>	<u>5,120,148</u>
	<u>Total General Fund Expenditures</u>	<u>\$ 8,154,051</u>	<u>\$ 173,732,683</u>
97000	OTHER OUTGO		
97100	-	-	-
97200	297,248	-	297,248
97300	-	4,600,000	4,600,000
97500	-	-	-
97600	1,268,976	480,449	1,749,425
97900	546,000	9,051,509	9,597,509
	<u>Total Other Outgo</u>	<u>\$ 14,131,958</u>	<u>\$ 16,244,182</u>
	<u>Total District Expenditures</u>	<u>\$ 22,286,009</u>	<u>\$ 189,976,865</u>

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration to Adopt Resolution
Authorizing Notice of Intent to Establish
2011-12 Appropriations Limit (Gann)

ITEM NO.11-46G

EXHIBIT: Resolution

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 adjusted upward annually 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 for each public entity to establish its appropriations limit for a given year prior to the last day of the previous fiscal year. It is further necessary for the governing body to provide fifteen 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 notifies the public that the appropriations limit for 2011-12 has been established and will be officially approved at a regular meeting of the board on June 7, 2011.

Recommendation:

It is recommended the board of trustees adopt resolution no. 2011-11, Notice of Intent to Establish an Appropriations Limit, for the 2011-12 Fiscal Year.

**BEFORE THE BOARD OF TRUSTEES
OF THE
STATE CENTER COMMUNITY COLLEGE DISTRICT
FRESNO COUNTY, CALIFORNIA**

IN THE MATTER OF ESTABLISHMENT OF AN)
APPROPRIATIONS LIMIT)
FOR THE 2011-12 FISCAL YEAR)

RESOLUTION NO. 2011-11

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 establish, by resolution, at a regular or special meeting, its appropriations limit for the 2011-12 fiscal year; and

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

NOW, THEREFORE, BE IT RESOLVED, The public is hereby notified that at 4:30 p.m. on June 7, 2011, the governing board of the State Center Community College District will hold a meeting to establish its appropriations limit for the 2011-12 fiscal year.

IT IS FURTHER RESOLVED, the public is further notified the documentation used in the determination of said appropriations limit is available to any person wishing to examine or inspect the same, either prior to, during, or after said meeting.

IT IS FURTHER RESOLVED, the chancellor of this district or her designee is hereby directed to post a copy of this resolution at least fifteen (15) days prior to June 7, 2011, in order to inform the public of the matters contained herein.

The foregoing resolution was adopted by unanimous vote of the board of trustees of the State Center Community College District at a regular meeting of the board held on May 3, 2011.

President, Board of Trustees

Secretary, Board of Trustees

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration to Authorize Agreement with
SixTen and Associates for 2011-12 Mandate
Reimbursement Claim Preparation Services

ITEM NO. 11-47G

EXHIBIT: None

Background:

Annually, the district submits reimbursements for mandated programs imposed on districts and approved for reimbursement by the commission on state mandates. Currently, community college districts are eligible for reimbursement for thirteen different mandated program areas. In addition, several test claims have been filed for consideration of reimbursement in the future.

For the past several years, the district has contracted with SixTen and Associates for the preparation of the district's reimbursement claims. SixTen and Associates is a consulting firm specializing in maximizing the district's reimbursement under the mandated cost reimbursement process.

It is recommended the district engage the services of SixTen and Associates for the preparation of the 2011-12 mandated reimbursement claims at a fee not to exceed \$24,000. This fee has remained the same since 2001-02.

Recommendation:

It is recommended the board of trustees:

- a) authorize entering into an agreement with SixTen and Associates in an amount not to exceed \$24,000 for the preparation and submission of the 2011-12 mandate reimbursement claims; and
- b) authorize the chancellor or vice chancellor, finance and administration, to sign the agreement on behalf of the district.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration to Authorize Agreement,
California Community Colleges
Chancellor's Office for Workforce
Innovation Partnership, Center
for International Trade Development

ITEM NO. 11-48G

EXHIBIT: None

Background:

The district has been awarded a career technical education grant administered through the California Community Colleges Chancellor's Office for a workforce innovation partnership (WIP) program. This program will create pipelines for high school and college youth to complete the education needed to secure high skill, high wage employment in the international trade sector. The grant agreement is for the period May 10, 2011, through January 31, 2013, with funding in the amount of \$225,000.

Recommendation:

It is recommended the board of trustees:

- a) authorize the district, on behalf of Center for International Trade Development, to enter into an agreement with California Community Colleges Chancellor's Office for a workforce innovation partnership grant for the period May 10, 2011, through January 31, 2013, with funding in the amount of \$225,000;
- 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.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration of Bids, Ratcliffe Stadium
Restroom Building Reroof, Fresno City
College

ITEM NO. 11-49G

EXHIBIT: None

Background:

Bid # 1011-16 provides for the work necessary to reroof the three restroom buildings at Ratcliffe Stadium. The work of this project consists of the removal and replacement of the existing roofing system and associated flashings, structural plywood, exhaust caps, and sheet metal copings. The project also consists of the repair of any existing ceiling cracks or cracks that result in the demolition of the roofing system, and painting of the entire ceiling. This project is necessitated by the deteriorated condition of the existing roofing system, and is part of the district roof replacement schedule. It is scheduled to be completed prior to the start of the fall 2011 semester.

Funding will be provided by the capital projects fund. Bids were received from three contractors as follows:

<u>Bidder</u>	<u>Award Amount</u>
Graham-Prewett Roofing, Inc.	\$86,000.00
Legacy Roofing & Waterproofing, Inc.	\$88,300.00
Fresno Roofing Co., Inc.	\$98,190.00

Fiscal Impact: \$86,000 – 2010-11 Capital Projects Fund

Recommendation:

It is recommended the board of trustees award bid #1011-16 in the amount of \$86,000 to Graham-Prewett Roofing, Inc., the lowest responsible bidder for the Ratcliffe Stadium restroom buildings reroof and authorize the chancellor or interim vice chancellor, finance and administration, to sign an agreement on behalf of the district.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration of Bids, Mechanical Arts
Building Roof Repair, Reedley College

ITEM NO. 11-50G

EXHIBIT: None

Background:

Bid #1011-17 provides for the work necessary to repair a portion of the roof on the mechanical arts building that contains the welding shop. The work of this project consists of the removal and replacement of a portion of the existing roofing system and associated flashings, existing condensation lines, roof walkway pads, and installation of new conduit/pipe support blocking. This project is scheduled to be completed prior to the start of the fall 2011 semester and was necessitated by the deteriorated condition of this portion of the roof.

Funding will be provided by the capital projects fund. Bids were received from four contractors as follows:

<u>Bidder</u>	<u>Award Amount</u>
Fresno Roofing Co., Inc.	\$34,000.00
Graham-Prewett Roofing	\$41,000.00
Tri-Counties Roofing	\$48,238.00
Legacy Roofing & Waterproofing, Inc.	\$58,300.00

Fiscal Impact: \$34,000 – 2010-11 Capital Projects Fund

Recommendation:

It is recommended the board of trustees award bid #1011-17 in the amount of \$34,000 to Fresno Roofing Co., Inc., the lowest responsible bidder for the mechanical arts building roof repair at Reedley College, and authorize the chancellor or interim vice chancellor, finance and administration, to sign an agreement on behalf of the district.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration to Approve Associate Degrees
in Communication for Transfer and Math for
Transfer, Reedley College

ITEM NO. 11-51G

EXHIBIT: Curriculum Proposal for Reedley College

Background:

The course revisions, new courses and new programs being presented by Fresno City College are in accordance with the provisions SB1440, Student Transfer Achievement Reform Act (STAR), that requires a community college district to grant an associate degree for transfer to a student in that student's field of study once a student has met degree and transfer requirements for a particular major. Upon completion of the transfer associate degree, the student receives priority consideration when applying to a particular program that is similar to the student's community college area of emphasis. The bill prohibits a community college district or campus from adding local course requirements in addition to requirements of the STAR Act, and prohibits California State University from requiring a transfer student to repeat courses similar to those taken at the community college that counted toward their associate degree for transfer.

Recommendation:

It is recommended that the board of trustees approve the Reedley College curriculum proposal as presented.

**PROPOSED COURSE MODIFICATIONS
EFFECTIVE FALL 2011**

Approved and Recommended by the Curriculum Committee

To Special ECPC Meeting April 14, 2011

CREDIT, DEGREE APPLICABLE

Communication 2 Interpersonal Communication, 3 units, 3 lecture hours, pass/no pass option. Advisories: Eligibility for English 1A. Revised student learning outcomes. (common)

Communication 8 Group Communication, 3 units, 3 lecture hours, pass/no pass option. Advisories: Eligibility for English 1A. Revised student learning outcomes. (common)

Communication 15 Computer-Mediated Communication, 3 units, 3 lecture hours, pass/no pass option. Revised student learning outcomes. (unique)

Communication 25 Argumentation, 3 units, 3 lecture hours, pass/no pass option. Revised student learning outcomes, content outline, multicultural statement, methods to measure student achievement, and grading scale. (common)

**NEW COURSE PROPOSALS
EFFECTIVE FALL 2011**

Approved and Recommended by the Curriculum Committee

To Special ECPC Meeting April 14, 2011

CREDIT, DEGREE APPLICABLE

Communication 10 Intercultural Communication, 3 units, 3 lecture hours, pass/no pass option, 0 repeats. Advisories: Eligibility for English 1A. Intercultural Communication introduces students to the cultural variables and factors in the communication process. Emphasis is given to communicating effectively in diverse social and professional environments. Focus will also be given to the analysis and comparisons of message perception, verbal and nonverbal communication, communication climates and language interpretation in interactions between people from different cultures. Activities are designed to develop communication skills that improve competence in intercultural situations. (**unique**)

Psychology 45 Introduction to Research Methods in Psychology, 3 units, 3 lecture hours, grading scale only, 0 repeats. Advisories: English 1A or 1AH. Prerequisites: Psychology 2 or 2H, and Mathematics 11 or 11H or Statistics 7. This course surveys psychological research methods. An emphasis is placed on research design, descriptive techniques, experimental procedures, and the characteristics of valid assessment tools. The course also focuses on the collection, analysis, interpretation, and reporting of research data. Cultural considerations and the ethics of research with human and animal participants will be included. Designed for psychology majors and others who require familiarity with such research techniques. (**common**)

**PROPOSED NEW PROGRAMS
EFFECTIVE FALL 2011**

Approved and Recommended by the Curriculum Committee

To Special ECPC Meeting April 14, 2011

Associate in Arts in Communication Studies Transfer Degree

The Communication degree program is designed to prepare students to continue studies toward a B.A. degree in Communication or for entry level into a variety of career options that require competent and ethical communication skills. Students who pursue advanced communication degrees enjoy diverse employment that can range from College professor in Communication to Public Relations or a career in Mass Communications such as radio and television.

Communication courses focus on how people use messages to generate meaning within and across various contexts, cultures, and channels.

Student Learning Outcomes

1. demonstrate and apply core communication theories and principles
2. construct and deliver competent presentations that are adapted to the audience and purpose
3. critically evaluate communicative situations.

Core	3
COMM 1 Public Speaking.....	3
List A	6
COMM 2 Interpersonal Communication	3
COMM 8 Group Communication	3
COMM 25 Argumentation	3
List B	6
Any course from List A not used	
COMM 4 Persuasion	3
COMM 10 Intercultural Communication	3
COMM 12 Fundamentals of Interpretation	3
COMM 15 Computer-Mediated Communication	3
List C	3
Any course from List A or B not used	
ENGL 1B Introduction to the Study of Literature	3
or	
ENGL 1BH Honors Introduction to the Study of Literature	3
JOURN 1 Introduction to Mass Communications	3
PHIL 2 Critical Thinking and Writing	3
CSU GE or IGETC	10
CSU GE Area A1 or IGETC Area 1C	3
CSU GE Area A2 or IGETC Area 1A	4
CSU GE Area A3 or IGETC Area 1B, if not met by course taken above (ENGL 3 or PHIL 2)	3

CSU GE or IGETC	6-10	
*Must include a lab from one of these areas.		
* CSU GE Area B1 or IGETC Area 5A	3 - 5	
* CSU GE Area B2 or IGETC Area 5B	3 - 5	
CSU GE Area B4 or IGETC Area 2	3 - 5	
CSU GE or IGETC	9	
CSU GE Area C1 or IGETC Area 3A, if not met by course taken above (COMM 12, ENGL 1B)	3	
CSU GE Area C2 or IGETC Area 3B	3 - 4	
CSU GE Area C1 or C2 or IGETC Area 3A or 3B	3 - 4	
CSU GE or IGETC	9	
CSU GE Area D or IGETC Area 4 (6 units if JOURN 1 taken)		
CSU GE Area E or CSU Elective	3	
CSU Electives to reach 60 units total		
	Total Units	60

Associate in Science in Mathematics Transfer Degree

The Mathematics Transfer Degree prepares students for transfer into four-year mathematics programs. A strong mathematics background allows students to pursue studies in fields such as mathematics education, engineering, information technology, statistical analysis, physical science and advanced mathematics.

Core	13
MATH 5A Math Analysis I.....	5
MATH 5B Math Analysis II.....	4
MATH 6 Math Analysis III	4

Select two (2) courses from Groups A and B with at least one course from Group A
 **7-8**

Group A

MATH 7 Differential Equations and Linear Algebra	4
MATH 26 Elementary Linear Algebra	3

Group B

CSCI 26 Discrete Mathematics for Computer Science	4
CSCI 40 Programming Concepts and Methodology I	4
ENGR 40 Programming for Scientists and Engineers	4
MATH 11 Elementary Statistics	4
MATH 11H Honors Elementary Statistics	4
PHYS 4A Physics for Scientists And Engineers	4
STAT 7 Elementary Statistics	4

CSU GE or IGETC	10
CSU GE Area A1 or IGETC Area 1C	3
CSU GE Area A2 or IGETC Area 1A	4
CSU GE Area A3 or IGETC Area 1B	3

CSU GE or IGETC	3-10
*Must include a lab from one of these areas.	
* CSU GE Area B1 or IGETC Area 5A unless PHYS 4A selected	0 - 5
* CSU GE Area B2 or IGETC Area 5B	3 - 5

CSU GE or IGETC	9
CSU GE Area C1 or IGETC Area 3A	3
CSU GE Area C2 or IGETC Area 3B	3 - 4
CSU GE Area C1 or C2 or IGETC Area 3A or 3B	3 - 4

CSU GE or IGETC	9
CSU GE Area D or IGETC Area 4	

CSU GE Area E or CSU Elective	3
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CSU Electives to reach 60 units total	Total Units 54-64
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STATE CENTER COMMUNITY COLLEGE DISTRICT
1525 E. Weldon
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration to Approve Associate Degrees
in Psychology for Transfer, Communication for
Transfer, and Sociology for Transfer, Fresno
City College

ITEM NO. 11-52G

EXHIBIT: Curriculum Proposal for Fresno City College

Background:

The course revisions, new courses and new programs being presented by Fresno City College are in accordance with the provisions SB1440, Student Transfer Achievement Reform Act (STAR), that requires a community college district to grant an associate degree for transfer to a student in that student's field of study once a student has met degree and transfer requirements for a particular major. Upon completion of the transfer associate degree, the student receives priority consideration when applying to a particular program that is similar to the student's community college area of emphasis. The bill prohibits a community college district or campus from adding local course requirements in addition to requirements of the STAR Act, and prohibits California State University from requiring a transfer student to repeat courses similar to those taken at the community college that counted toward their associate degree for transfer.

Recommendation:

It is recommended that the board of trustees approve the Fresno City College curriculum proposal as presented.

Fresno City College

Office of Instruction

PROPOSED NEW PROGRAM

Effective Fall 2011

Approved and Recommended by the Curriculum Committee

To ECPC April 14, 2011

ASSOCIATE IN ARTS IN PSYCHOLOGY FOR TRANSFER

Associate in Arts

Course added, new

Psychology 45, Introduction to Research Methods in Psychology

Courses added, existing

Biology 5, Human Biology

Mathematics 42, Statistics for the Behavioral Sciences

Psychology 2, General Psychology

Psychology 2H, Honors General Psychology

Psychology 5, Social Psychology

Psychology 16, Abnormal Psychology

Psychology 25, Human Sexuality

Psychology 33, Personal and Social Adjustment

Psychology 36, Biological Psychology

Psychology 42, Statistics for the Behavioral Sciences

Fresno City College

Office of Instruction

PROPOSED REVISED PROGRAMS

Effective Fall 2011

Approved and Recommended by the Curriculum Committee

To ECPC April 14, 2011

Program outcomes added to all programs listed below.

1. **ASSOCIATE IN ARTS IN COMMUNICATION FOR TRANSFER**

Associate in Arts

Courses added, existing

Journalism 1, Introduction to Mass Communication

Journalism 3, Newswriting

2. **ASSOCIATE IN ARTS IN SOCIOLOGY FOR TRANSFER**

Associate in Arts

Courses added, existing

American Studies 10, American Pluralism: A Search for Common Ground in a Multicultural Society

Anthropology 2, Cultural Anthropology

Anthropology 2H, Honors Cultural Anthropology

Human Services 20, Introduction to Social Welfare

Psychology 5, Social Psychology

Sociology 1AH, Honors Introduction to Sociology

Women's Studies 10, Changing Roles of Women

Courses revised

Sociology 1A, Introduction to Sociology

Sociology 1B, Critical Thinking about Social Problems

Sociology 2, American Minority Groups

Sociology 31, The Child in Society: A Social Problems Approach

Sociology 32, Introduction to Marriage and Family

Fresno City College

Office of Instruction

PROPOSED NEW COURSE

Effective Fall 2011

Approved and Recommended by the Curriculum Committee

To ECPC April 14, 2011

CREDIT, DEGREE APPLICABLE, TRANSFERABLE

Psychology 45, Introduction to Research Methods in Psychology, 3 units, 3 lecture hours. Prerequisite: Psychology 2 or 2H and Psychology 42. Advisory: English 1A or 1AH.

Survey of psychological research methods. Emphasis placed on research design, descriptive techniques, experimental procedures, and the characteristics of valid assessment tools. Focus on the collection, analysis, interpretation, and reporting of research data. Cultural considerations and the ethics of research with humans and animals included. Designed for psychology majors and others who require familiarity with such research techniques. **(common)**

Fresno City College

Office of Instruction

PROPOSED REVISED COURSES

Effective Fall 2011

Approved and Recommended by the Curriculum Committee

To ECPC April 14, 2011

CREDIT, DEGREE APPLICABLE, TRANSFERABLE

1. **Sociology 1A, Introduction to Sociology, 3 units, 3 lecture hours.** Revised course description, objectives, texts, out-of-class assignments, methods of evaluation, content and methods of instruction. Added student learning outcomes. **(common)**
2. **Sociology 1AH, Honors Introduction to Sociology, 3 units, 3 lecture hours.** Revised course description, objectives, texts, out-of-class assignments, methods of evaluation, content and methods of instruction. Added student learning outcomes. **(common)**
3. **Sociology 1B, Global Social Problems, 3 units, 3 lecture hours.** Revised course title to **Critical Thinking about Social Problems.** Revised course advisory to read: **Advisory: Sociology 1A or 1AH and eligibility for English 1A.** Revised course description, objectives, texts, out-of-class assignments, methods of evaluation, content and methods of instruction. Added student learning outcomes. **(unique)**
4. **Sociology 2, American Minority Groups, 3 units, 3 lecture hours.** Revised course description, objectives, texts, out-of-class assignments, methods of evaluation, content and methods of instruction. Added student learning outcomes. **(common)**
5. **Sociology 31, The Child in Society: A Social Problems Approach: 3 units, 3 lecture hours.** Revised course description, objectives, texts, out-of-class assignments, methods of evaluation, content, and methods of instruction. Added student learning outcomes. **(unique)**
6. **Sociology 32, Courtship, Marriage and Divorce: Family and Interpersonal Relationship, 3 units, 3 lecture hours.** Revised course title to **Introduction to Marriage and Family.** Revised course description, objectives, texts, out-of-class assignments, methods of evaluation, content and methods of instruction. Added student learning outcomes. **(common)**

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration to Adopt a Resolution Regarding ITEM NO. 11-28
 Classified School Employee Week in California

EXHIBIT: Resolution #2011-12

Background:

The California Legislature adopted the third full week of May of each year as Classified School Employee Week by the passage of SB 1552 (Campbell) in 1986. Classified employees perform a wide range of essential work, including food services, maintenance and operations, transportation, instructional assistance and paraeducator services, office and clerical work, security, library and media assistance, computer services, and more.

The week of May 15-23, 2011, will be celebrated by districts and employees across the state in recognition of the many contributions classified professionals make to the educational community.

Recommendation:

It is recommended that board of trustees adopt this resolution declaring the week of May 15-23, 2011, as Classified School Employee Week.

RESOLUTION NO. 2011-12

CLASSIFIED SCHOOL EMPLOYEES WEEK IN CALIFORNIA

WHEREAS, classified professionals provide valuable services to the schools and students of the State Center Community College District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals employed by the State Center Community College District strive for excellence in all areas relative to the educational community;

THEREFORE, BE IT RESOLVED, that the State Center Community College District hereby recognizes and wishes to honor the contribution of the classified professional to quality education in the State of California and in the State Center Community College District and declares the week of May 15-21, 2011, as Classified School Employee Week in the State Center Community College District.

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 3rd day of May, 2011, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Dorothy 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 3, 2011

SUBJECT: Public Hearing of Collective Bargaining
Agreements, Full-Time Faculty and Part-Time
Faculty, State Center Federation of Teachers,
Local 1533, CFT/AFT, AFL-CIO

ITEM NO. 11-29

EXHIBIT: Tentative Agreements

Background:

On October 7, 2010, the district and the State Center Federation of Teachers, Local 1533, on behalf of the part-time faculty and full-time faculty, entered into a memorandum of understanding for a status quo bargaining agreement for the 2009-10 year. On March 8, 2011, the State Center Federation of Teachers, Local 1533, and the district reached tentative agreements with the part-time faculty and full-time faculty units for a new one-year collective bargaining agreement for 2010-11. The State Center Federation of Teachers held an election and ratified the tentative agreements. The tentative agreements for part-time faculty and full-time faculty are attached.

Recommendation:

At this time, it is appropriate to open the meeting for comments from the public relative to the part-time faculty and full-time faculty tentative agreements. Following the opportunity for public input, no action is necessary as the board will consider these tentative agreements in closed session.

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN THE
STATE CENTER COMMUNITY COLLEGE DISTRICT
AND THE
STATE CENTER FULL-TIME FACULTY BARGAINING UNIT
STATE CENTER FEDERATION OF TEACHERS LOCAL 1533
2010-2011**

The collective bargaining proposals 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.

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.

**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 (“District”) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (“Federation”) is effective upon ratification, and shall remain in full force and effect through June 30, ~~2009~~ **2013** 2011.

**ARTICLE II
RECOGNITION**

Article II, ~~Exhibit A~~ of the Agreement, ~~UNIT COMPOSITION~~, **RECOGNITION** shall remain unchanged except for the following amendment: **(TA 8-20-09)**

Unit composition shall consist of ~~First contract, second contract, third contract~~ **fourth contract faculty; and regular faculty teachers, counselors, librarians, and school college nurses, career technology center instructional staff, tutorial instructors, and coordinators** who were employed full-time on Salary Schedule “A” on November 30, 1976, with the following exclusions: **(TA 9-8-10)**

- A. Employees in positions designated as management by the Board of Trustees, including the chancellor, vice chancellors, **associate vice chancellors**, college presidents, vice presidents, deans, **executive directors**, and directors (except Directors of Athletics). ~~This exclusion shall remain as set forth above until PERB rules otherwise.~~ **(TA 6-29-10)**

- 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 who shall be included in the full-time faculty bargaining unit. (TA 6-29-10)**

It is further acknowledged by the Federation and the District that Coordinators are part of the bargaining unit.

Should the District establish a new position or reclassify an existing position, the District will meet and negotiate whether the position is a bargaining unit position. If the District and Federation cannot agree, the matters shall be referred to the Public Employment Relations Board. **(TA 3-24-10)**

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. 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 bargaining 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. (TA 6-8-10)~~

~~**The District will agree to withdraw its change to Article V, WAIVER OF BARGAINING, Section C, if the Federation will withdraw its change to Art VIII, PAST PRACTICES**~~

Section 2. BEGINNING NEGOTIATIONS

This is a closed ~~three~~ **one-year** contract ~~and~~ neither party will be required to negotiate on any item during the term of this contract unless both parties mutually agree **in writing** to negotiate. Any AFT ~~Federation~~ Initial proposals for ~~reopener negotiations or for~~ a successor contract shall **not** be given ~~presented earlier than to the District between January April 1, 2009 2011 and before June 30 1, 2009 2011 of each preceding year subject to negotiations if any.~~

ARTICLE VI SEVERABILITY AND SAVINGS

If any provision of this Agreement ~~to any unit member or group of members~~ is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Any such provision held invalid or inoperative shall be renegotiated upon written request of either party to this Agreement. (TA 9-8-10)

ARTICLE VII MAINTENANCE OF OPERATIONS

~~Article VII, MAINTENANCE OF OPERATIONS, shall be renamed **CONCERTED ACTIVITIES** and shall be replaced with the following provisions: (Status Quo 9-17-09)~~

ARTICLE VIII PAST PRACTICES

(Status Quo 6/8/10)

ARTICLE IX FEDERATION RIGHTS

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

Section 2. BOARD POLICIES/ADMINISTRATIVE REGULATIONS:

The District shall provide the Federation with ~~one (1) book~~ of the State Center Community College District Policies and Regulations. During the term of this Agreement, the District shall ~~provide copies to the~~ **notify the Federation of any changes, additions, alterations, or deletions to this book of to the electronic version of the District policies and regulations, providing that the electronic version is the official set of District policies and regulations. It is understood that said policies and regulations are maintained on the publicly accessible website of the District.** (TA 6-29-10)

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. **(Status Quo 8-20-09)**

Section 9. FACILITIES USAGE:

Upon advance request, and with approval, the Federation will be granted the use of facilities, depending upon availability of space. **(Status Quo 8-20-09)**

Section 12. DUES DEDUCTIONS:

The District will deduct from the pay of each unit member and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized, in writing, by the member on the District approved form, subject to the following:

A. The District agrees to deduct dues in uniform amounts from all eligible Federation members within the unit recognized and enumerated in ~~Exhibit "A"~~ **Article II** who have signed an authorization card for such deduction in a form approved by the District, subject to the following conditions: **(TA 6-29-10)**

- (1) Such deductions shall be made only upon the submission on a District approved form of a duly-executed and revocable authorization by the unit member;
- (2) The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month;
- (3) Unit members who have voluntarily authorized dues deductions shall, from year to year, continue to have dues deducted until discontinued in writing;
- (4) Dues shall be deducted from warrants for each month of the twelve (12) month fiscal year.

~~B. Notwithstanding Section 12, "A" above, the parties acknowledge the provisions of Government Code 3546(a) which states:~~

~~(a) An organizational security arrangement, in order to be effective, must be agreed upon by both parties to the agreement. At the time the issue is being~~

~~negotiated, the public school employer may require that the organizational security provision be severed from the remainder of the proposed agreement and cause the organizational security provision to be voted upon separately by all members in the appropriate negotiating unit, in accordance with rules and regulations promulgated by the board. Upon such a vote, the organizational security provision will become effective only if a majority of those members of the negotiating unit voting approve the agreement, such vote shall not be deemed to either ratify or defeat the remaining provisions of the proposed agreement.~~

- ~~(1) Pursuant to Government Code section 3546(a), a request may be filed with the Public Employment Relations Board office that a proposed organization security provision be voted upon separately from the remainder of the proposed agreement by the members of the unit.~~

~~The request will be in accordance with the PERB regulations and on a form provided by the Public Employment Relations Board.~~

~~An election among the employees of a negotiating unit to ratify an organizational security arrangement shall be conducted under procedures established by the Public Employment Relations Board, and in accordance with election procedures described in these regulations.~~

- ~~(2) The organizational security arrangement shall become effective as part of the agreement only when approved by a majority of the valid votes cast by employees in the negotiating unit.~~

- ~~(3) If the organizational security for the payment of service fees is passed and approved by a majority of members of the negotiating unit, and certified by the PERB, the Federation shall have the right to have service fees deducted for employees in the bargaining unit who do not otherwise pay dues in accordance with Section 12 "A" above as follows:~~

~~a) All employed unit members who are not Federation members and who elect not to initiate a dues deduction authorization form shall pay service fees in an amount no greater than the current Federation dues. The service fees must not support Federation activities beyond the Federation's representational obligations. Any dispute between an employee and the Federation over the amount of the service fees must be expedited by the Federation and must be consistent with current law. Such service fees may be paid by submitting a service fees deduction authorization form to the District, by direct annual payment to the Federation by October 1 of any school year in lieu of having such fees deducted, or by involuntary deduction from wages pursuant to Education Code Section 87834 which is the sole remedy in this Article for failure to voluntarily pay the service fees.~~

~~b) New employees, within thirty (30) days from the commencement of actual employment, must submit a dues or service fee deduction authorization form, or shall pay an amount no greater than the current Federation dues directly to the Federation. Failure to do either shall mean an involuntary~~

~~deduction from wages pursuant to Education Code Section 87834 which is the sole remedy in this Article for failure to voluntarily pay the service fees.~~

~~C. The Federation agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from the provisions of Article IX Section 12.~~

B. In addition to, and notwithstanding the provisions of Article IX, Section 12A, Government Code sections 3546, 3546.3 and 3546.5 as amended shall be incorporated herein as though fully set forth and govern the withholdings pursuant to this article. (TA 9-8-10)

Notwithstanding Section 12, "A" above, the parties acknowledge the provisions of Government Code 3546(a), (c), ~~(d.2)~~ and (e) which states:

- ~~1. Notwithstanding any other provision of law, upon receiving notice from the exclusive representative or a public school employee who is in a unit for which an exclusive representative has been selected pursuant to this chapter, the employer shall deduct the amount of the fair share service fee authorized by this section from the wages and salary of the employee and pay that amount to the employee organization. Thereafter, the employee shall, as a condition of continued employment, be required either to join the recognized employee organization or pay the fair share service fee. The amount of the fee shall not exceed the dues that are payable by members of the employee organization, and shall cover the cost of negotiation, contract administration, and other activities of the employee organization that are germane to its functions as the exclusive bargaining representative. Agency fee payers shall have the right, pursuant to regulations adopted by the Public Employment Relations Board, to receive a rebate or fee reduction upon request, of that portion of their fee that is not devoted to the cost of negotiations, contract administration, and other activities of the employee organization that are germane to its function as the exclusive bargaining representative.~~
- ~~2. The arrangement described in paragraph one (1) above may be rescinded by a majority vote of all the employees in the negotiating unit subject to that arrangement, if a request for a vote is supported by a petition containing 30 percent of the employees in the negotiating unit, the signatures are obtained in one academic year. There shall not be more than one vote taken during the term of any collective bargaining agreement in effect on or after January 1, 2001.~~
- ~~3. If the arrangement described in the paragraph one (1) above is rescinded pursuant to paragraph two (2) above, a majority of all employees in the negotiating unit may request that the arrangement be reinstated. That request shall be submitted to the board along with a petition containing the signatures of at least 30 percent on of the employees in the negotiating~~

~~unit. The vote shall be conducted at the worksite by secret ballot, and shall be conducted no sooner than one year after the rescission of the arrangement under this subdivision.~~

~~4. The recognized employee organization shall indemnify and hold the public school employer harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the school district's compliance with this section. The recognized employee organization shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the exclusive representative of district employees against the public school employer.~~

eC. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to the Federation, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such employee from the following list of such funds:

f. State Center Community College District Foundation.

Proof of payment to any fund shall be made on an annual basis to the Federation.

Any dispute over the eligibility of a new employee under this Provision c) shall be resolved at any step in the following procedure: (1) investigation by the Federation; (2) meeting(s) between the Federation and the employee; and (3) the Grievance Procedure of this Agreement. (TA 9-8-10)

Section 15. RELEASED TIME

A maximum of three (3) (or the same number as the District's team, whichever is greater) authorized unit members of the Federation Bargaining Committee shall be released from their regular work duties, with pay, if negotiation meetings with management are scheduled during the working hours of the unit members involved.

The District may, where required, provide substitutes for such classes as may be missed by these three (3) unit members (or the same number as the District's team, whichever is greater).

The **Federation Vice President for Grievance at each college of the district** ~~chairperson of the Federation Grievance Committee at Fresno City College and the chairperson of the Federation Grievance Committee at Reedley College~~ shall be released from ~~their~~ **his/her** regular work duties, with pay, if grievance resolution meetings are scheduled with management during the working hours of the ~~chairperson~~ **Federation**

Vice President involved. The parties shall seek to schedule grievance resolution meetings at times when the ~~grievance chairperson~~ **Federation Vice President** is not assigned to classes. (TA 3-24-10)

ARTICLE X MANAGEMENT RIGHTS

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

Section 1. Status Quo

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 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.~~ (TA 3-24-10)

~~The District will agree to withdraw its changes to Article X, MANAGEMENT RIGHTS, if the Federation will withdraw its proposed changes to Article IX, FEDERATION RIGHTS, returning both articles to status quo. The District will agree to include the title Vice President for Grievance.~~

ARTICLE XII HOURS, WORKLOAD, CLASS SIZE

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

New Section:

Removed section (8-20-09)

Section 3. LECTURE HOUR EQUIVALENTS

By mutual agreement between the instructor and the ~~dean~~ **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 ~~dean~~ **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 (1st) census week enrollment. The first (1st) census week enrollment reflects all new registrations, additions, and drops that are returned to the admissions and records offices by the end of the Friday that precedes Monday of the first (1st) census week; this Friday could be the thirteenth (13th), fourteenth (14th) or fifteenth (15th) day of the semester. (TA 9/3/09)

All assigned classes which generate FTES shall be included in determining teacher faculty 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 faculty member is assigned for less than the full duration of the class. (moved from pg. 29 of CBA) (TA 9-3-09) (TA 6-29-10)

Section 4. WORK WEEK:

All unit members, including special assignment faculty (Article X II Section 5), are required to perform contractual services forty (40) hours per week.

All full-time contract instructors shall be assigned the equivalent of 14-16 lecture hours per week. This range may be extended to 12 -18 in individual instances by mutual agreement. Teaching loads shall be balanced over a two (2) semester period to achieve the equivalent of 29-31 lecture hours per year, **with every reasonable effort made to assign 30 LHE per academic year. In the event that an instructor is assigned more than 30 LHE in an academic year the instructor will be paid on schedule C for LHE's in excess of 30, starting in the spring semester of that academic year.** (TA 03/10/10)

Section 5. OFFICE HOURS (Status Quo 6-29-10)

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 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 one (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 Easter of the Sunday referred to as Easter,~~ will be **Spring Break and shall be vacation non-duty** days for all bargaining unit members. Duty days shall be one hundred seventy-seven (177) in each school year. Teaching faculty members shall attend meetings called by the president, vice president, dean, or department chairperson on duty days prior to the beginning of instruction each semester. **(TA 9-3-09)**

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 an alternate schedule is management approved and within the normal travel and conference 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. Evening classes, and/or weekend assigned time cannot be counted. Faculty scheduling alternative flex day activities are responsible for the reporting requirements required in regulation. **(Status Quo 8-20-09)**

Section 9. CANCELLATION OF COURSES

All contracts and/or "employment ~~agreements~~ **notices**" will be approved and mailed to unit members by the Associate Vice Chancellor, Human Resources. **(TA 8-20-09)**

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~~ **ACADEMIC SENATE (TA 9-17-09)**

A. The district agrees to provide the Academic Senates at ~~Fresno City College and Reedley College~~ **each college** reassigned time of the equivalent of 1.5 FTE each for the conduct of ~~faculty~~ **academic** senate activities as follows: (1) perform ~~faculty~~ **academic** senate duties and responsibilities, (2) direct, coordinate, or participate on ~~faculty~~

academic senate subcommittees or on campus or district committees to which the senate has member appointment rights or programs. Such reassigned time shall be agreed to and scheduled prior to the beginning of each semester. (TA 9-17-09)

Section 12. DISTANCE EDUCATION (Status Quo 6-29-10)

- 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. LGE 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.
- ~~C. Course Development Factor: A unit member assigned by the Vice President of Instruction to develop or redevelop a course for distance education shall receive released time during the semester when the course is being developed. The ratio of released time shall be one (1) LHE per one (1) unit of course development.~~

**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 FACULTY: (TA 6-29-10)**

~~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 (2) tenured department members (from contract employee's discipline, whenever possible) and the immediate supervisor (or his/her representative). **Faculty serving as a mentor to a contract employee faculty member shall not serve on that contract employee's faculty member's evaluation committee.** 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. **A faculty member serving on the evaluation committee shall not also serve as a mentor to for that contract employee.** 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. **~~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 following consultation with the Federation and replaced as provided in this section by random drawing from the discipline/department pool of volunteers. This provision shall be subject to grievance procedures.~~** (TA 3/10/10)

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 **or a conflict of interest.** The committee member who is removed shall be replaced in the same manner as committee members are selected. **This provision is not subject to the grievance procedures. This provision shall be subject to appeal to the college President/Vice Chancellor North Centers who shall render a final decision within five (5) working days.** (TA 3/10/10)

3. The immediate supervisor shall schedule all committee meetings, retain evaluation-related paperwork in his/her office, and make sure that all contractual timelines are followed.
4. The following steps will occur in the evaluation process:
 - a. The evaluation committee shall meet to review evaluation regulations and timelines.
 - b. The contract employee meets with his/her evaluation committee to review the evaluation criteria, evaluation process and procedures, and timelines. The contract employee shall be responsible to review the duties and responsibilities for his/her position and, if applicable, the course outlines for that position.

- c. First- and second-contract employees will receive a minimum of one (1) classroom visitation (or other appropriate observation for other than classroom instructors) from each member of his/her evaluation committee. The person being evaluated shall be given at least twenty-four (24) hours notice of an intended visitation listing the specific (class) section to be visited where appropriate. The contract employee shall provide the observer a brief (instructional) plan prior to the visitation.
- d. Third-contract employees shall receive a minimum of two (2) classroom visitations over this evaluation period. Committee members need not give prior notice of any intended visitation/observation.
- e. A committee member(s) shall administer a standard District evaluation questionnaire to students in at least one class of each of the contract employee's preparations. The questionnaire shall be administered at the end of the class session, **unless otherwise mutually agreed upon by a committee member and the contract employee**, allowing students a minimum of fifteen minutes to complete the form. The contract employee shall not be present at the time. (In the event the contract employee has a non-teaching assignment, the student questionnaire shall be administered to an appropriate number of students associated with the individual's assignment.) **(TA 3-24-10)**

All student questionnaire results shall be made available to the evaluation committee and the contract employee **prior to week 14**. Should the results of the questionnaire raise serious concerns regarding the contract employee, committee members may solicit verbal comments from students as part of the evaluation process. **(TA 6-29-10)**

- f. The committee shall meet to consider all evaluation input ("See Other Evaluation Procedures"), decide on a recommendation regarding subsequent employment status, and if appropriate, devise a plan for instructional or professional improvement **articulated in writing that clearly identifies: (1) areas of deficiency from Article XIII, Section 1(D) and 1(E); (2) objectively observable behaviors to correct areas of deficiency; and (3) a specific timeline to correct areas of deficiency.** **(TA 3/10/10)**
- g. The committee meets with the contract employee to discuss the evaluation results, the employment recommendation, and, if appropriate, the plan for improvement to be monitored by the members of the committee. The contract employee may offer his/her own additional performance assessment **to be incorporated into the plan for improvement.** **(TA 3/10/10)**
- h. A written employment recommendation (based upon the evaluation criteria), along with all pertinent documentation, shall be submitted by

the committee to the President of the College through the Vice President of Instruction or Vice President of Student Services.

- i. The College President shall make a recommendation to the Chancellor and to the Board of Trustees. However, if the College President does not concur with the evaluation committee's recommendation, he or she will meet with the committee to discuss differences. If the meeting does not produce a concurrence of opinion, both the president's and the committee's recommendation shall be forwarded to the Chancellor and Board of Trustees, with pertinent documentation provided.

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. (TA 9/3/09)

D. OTHER EVALUATION PROCEDURES

4. Self-Evaluation (Status Quo 8-10-10)
 - a. ~~The contract employee shall conduct SLO assessments in their assigned classes and use the results to make appropriate changes in instruction to improve student learning. Additionally, the contract employee shall submit to the committee a written evaluation of his/her job performance with respect to the criteria on which he/she is being evaluated. including data and results of assessments and modifications which shall serve as evidence of fulfilling this professional responsibility. This provision will revert to status quo if the parties agree to a MOU regarding SLOs.~~

E. EVALUATION CRITERIA

1. STUDENTS
 - a. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - (1) Diversity of cultural backgrounds, gender, age, and lifestyles;
 - (2) Variety of learning styles;
 - (3) Student goals and aspirations.
 - b. Concern for student rights and welfare.

- c. Respect for the opinions and concerns of students.
- d. Willingness and availability to assist students.

2. PROFESSIONAL RESPONSIBILITIES

- a. Participation in departmental, college, or related activities.
- b. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 1978). (TA 6/16/10)
- c. Maintenance of workable relationship with colleagues.
- d. Demonstrates commitment to the profession (Code of Ethics).

3. CLASSROOM TEACHING

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in field.
- c. Demonstration of effective communication with students.
- d. Effective use of teaching methods appropriate to subject matter.
- e. Institutionally approved course outline.
- f. Evidence of course objectives being met through evaluation of student work that measures those objectives, through tests and examinations, written assignments, oral responses, etc.
- g. Maintenance of classroom records in accordance with District Policy.
- h. Evaluation of student progress in keeping with the course objectives and institutionally adopted course outlines.
- i. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees ~~hired after January 1, 2001~~, must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department. (TA 6-16-10)

4. COUNSELORS

- a. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.
- b. Maintenance of counseling session records in accordance with District Policies.
- c. Effective use of counseling methods appropriate to student need.
- d. Knowledge of subject matter.
- e. Awareness of current developments and research in the field.
- f. Demonstration of effective communication with students.
- g. Demonstration of respect for all students through the development of a warm and accepting environment.
- h. Maintains confidentiality of the counseling session.
- i. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees ~~hired after January 1, 2001~~, must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department. **(TA 6-16-10)**

5. LIBRARIANS

- a. Knowledge of library usage.
- b. Awareness of current developments and publications in the field.
- c. Demonstration of effective communication with students and faculty.
- d. Effective use of research methods appropriate to faculty and student needs.
- e. Awareness of college curricula.
- f. Maintenance of appropriate records.

- g. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees ~~hired after January 1, 2001~~, must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department. **(TA 6-16-10)**

6. NURSES

- a. Knowledge of subject matter.
- b. Awareness of current development and research in the field.
- c. Effective communication with students.
- d. Effective use of nursing procedure.
- e. Evidence of appropriate nursing objectives which are met through a student evaluation of services.
- f. Appropriate maintenance of student records which protect the confidentiality of all service users.
- g. Evaluation of student's progress in keeping current with nursing protocols and public health procedures.
- h. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees ~~hired after January 1, 2001~~, must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department. **(TA 6-16-10)**

7. COORDINATORS

- a. Shall be evaluated on the basis of their duties and responsibilities statement.

- b. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees ~~hired after January 1, 2001~~, must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department. **(TA 6-16-10)**

F. EVALUATION TIME LINE FOR FIRST OR SECOND CONTRACT EMPLOYEES

1. The following time line is repeated each year in the fall for contract employees.

- a. WEEKS 1 – 5 (For 9- week courses, typically in weeks 1-3) (TA 6-29-10)

- 1) Tenure committee established by division dean.
- 2) Committee orientation meeting convened by immediate supervisor serving on committee.
- 3) Committee meeting with contract employee to discuss evaluation process and time lines.
- 4) Immediate supervisor begins "duties and responsibilities" evaluation.
- 5) Contract employee submits copies of classroom records.

- b. WEEKS 6 – 13 (For 9- week courses, typically in weeks 3-7) (TA 6-29-10)

- 1) Classroom visitations made by committee members.
- 2) Student questionnaires are administered (no earlier than 6th week) Student questionnaire results shall be provided to contract employee prior to week 14. (TA 6-29-10)
- 3) Contract employee submits list of professional activities.
- 4) Additional visitations may be conducted if deemed necessary by the committee.

- c. WEEKS 14 – 16 (For 9-week courses, typically in week 8) (TA 6-29-10)
 - 1) Contract employee submits self-evaluation.
 - 2) Committee meets and reviews all pertinent areas of evaluation and evaluation materials.
 - 3) Committee decides upon employment recommendation for contract employee and, if the recommendation is a second or third contract, establishes a course of action by which the employee can improve in areas of weakness.
 - 4) Committee meets with ~~probationary~~ **contract** employee to discuss the employment recommendation. If appropriate, the committee will recommend a course of action for instructional/professional improvement. (TA 6-29-10)
- d. WEEKS 17 – 18 (For 9-week courses, typically in weeks 7-9) (TA 6-29-10)
 - 1) Committee submits employment recommendation to the College President, along with copies of all pertinent documents.
- e. This timeline does not preclude a committee member's or administrator's right to visit a contract faculty member's classroom during the spring term should such be deemed necessary.

G. TIMELINE FOR THIRD-CONTRACT EMPLOYEES

1. YEAR 3

- a. WEEKS 1-5 (For 9-week courses, typically in weeks 1-3) (TA 6-29-10)
 - 1) Committee meets with contract employee to review calendar and activities for the year.
- b. WEEKS 6 – 13 (For 9-week courses, typically in weeks 3-7) (TA 6-29-10)
 - 1) Classroom visitations made by committee members.
 - 2) Student questionnaires are administered (no earlier than 6th week).

Student questionnaire results shall be provided to contract employee prior to week 14. (TA 6-29-10)

 - 3) Contract employee submits list of professional activities

- c. WEEKS 14 – 20 (For 9- week courses, typically in weeks 7-10) (TA 6-29-10)
 - 1) Contract employee submits self-evaluation.
 - 2) Committee meets and reviews all pertinent areas of evaluation and evaluation materials.
 - 3) Committee meets with contract employee to present and discuss progress report and, if appropriate, a professional improvement plan.
- d. WEEKS 20 – 35 (For 9- week courses, typically in weeks 10-18) (TA 6-29-10)
 - 1) Committee conducts additional classroom visitations as deemed appropriate.
 - 2) Committee meets with ~~probationary~~ **contract** employee to discuss the third-year evaluation. (TA 6-29-10)

2. YEAR 4

- a. WEEKS 1 – 5 (For 9- week courses, typically in weeks 1-3) (TA 6-29-10)
 - 1) Committee meets with contract employee to review calendar and activities for the year.
- b. WEEKS 6 – 13 (For 9- week courses, typically in weeks 3-7) (TA 6-29-10)
 - 1) Classroom visitations made by committee members.
 - 2) Student questionnaires are administered (no earlier than 6th week). **Student questionnaire results shall be provided to contract employee prior to week 14.** (TA 6-29-10)
 - 3) Contract employee submits list of professional activities.
- c. WEEKS 14 – 15 (For 9- week courses, typically in weeks 7-8) (TA 6-29-10)
 - 1) Contract employee submits self-evaluation.
 - 2) Committee meets and reviews all pertinent areas of evaluation and evaluation materials.
 - 3) Committee decides upon employment recommendation for contract employee.

- 4) Committee meets with ~~probationary~~ **contract** employee to discuss the employment recommendation. (TA 6-29-10)
- d. WEEKS 16 – 17 (For 9- week courses, typically in weeks 8-9) (TA 6-29-10)
- 1) Committee submits employment recommendation to the College President, along with copies of all pertinent documents.

J. Section 2: EVALUATION ~~TIMELINE FOR~~ OF TEMPORARY EMPLOYEES FACULTY

- 1A.** 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.
- 2B.** Collective bargaining agreement, Article XIII, Ssections 1(A)-1(C), 1(F)-1(I) and Section 2 will not apply to temporary faculty who serve at least 75 percent of the academic year.
- 3C.** The evaluation criteria set forth in the collective bargaining agreement, Article XIII, Ssections 1(D) and 1(E) will apply to temporary faculty who serve at least 75 percent of the academic year.
- 4D.** The following provisions will apply to the evaluation of temporary faculty who serve at least 75 percent of the academic year (TA 8/10/10):
 - a1.** ~~Unit members~~ Temporary faculty will be evaluated (at least) as follows:
 - ia.** Their performance during their first semester of teaching or service.
 - iiib.** Their performance during their second and/or third semesters of teaching or service.
 - iiic.** Their performance over every six (6) semesters of teaching or service thereafter.
 - iv.** ~~The results of the evaluation process shall, to the extent reasonably practicable, be discussed with the evaluatee. The evaluatee shall also receive a copy of the final written evaluation.~~
 - b2.** The evaluation process of ~~unit members~~ temporary faculty will include the following:

- ia. Classroom visitation(s) by peer ~~evaluator~~ reviewer and immediate supervisor or his/her designee. ~~Administration~~ Visitation dates and times shall be scheduled within a three-week ~~window~~ period announced to the ~~unit~~ temporary faculty member. (Both ~~evaluators~~ peer reviewer and evaluator need not be present during a visitation.);
 - ii. Student questionnaires administered by peer ~~evaluator~~ reviewer or immediate supervisor. The student questionnaire results shall be provided to ~~contract~~ employee temporary faculty prior to week 14;
 - iii. The results of the evaluation will be discussed with the ~~unit~~ temporary faculty member;
 - ~~v. The results of the evaluation process shall, to the extent reasonably practicable, be discussed with the evaluatee. The evaluatee shall also receive a copy of the final written evaluation. (moved from a. above)~~
 - iv. The evaluatee shall receive a copy of the final written evaluation;
- e3. Any violation by the District of procedures contained in this Article shall be grievable. The substance of any evaluation shall not be the subject of any grievance. (TA 6-29-10 all of section 2)

Section 23. EVALUATION OF **REGULAR** (TENURED) FACULTY: (TA 6/29/10)

A. Purpose:

The purpose of the evaluation procedure of **regular** (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 and to maintain the educational quality and standards of the College District. (TA 6-29-10)

B. Evaluation Team

1. The evaluation team shall consist of a peer reviewer and the immediate supervisor. 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~~ **regular (tenured) faculty** member being evaluated from the ~~unit~~ **regular (tenured) faculty** member's department or division (with prior approval from the immediate supervisor, the ~~unit~~ **regular (tenured) faculty** member may offer one or more names for peer review selection from a different department, division, and/or campus). **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, a material breach of the contractual obligations of a committee member or a conflict of interest. The committee member who is removed shall be replaced in the same manner as committee members are selected. This provision is not subject to the grievance procedures. This provision shall be subject to appeal to the college President/Vice Chancellor North Centers who shall render a final decision within five (5) working days. (TA – 03/10/10)

D. OTHER EVALUATION PROCEDURES (TA 6-29-10)

1. Duties and Responsibilities of Evaluation

- a. Immediate supervisor conducts a “duties and responsibilities evaluation” in accordance with District Policy. The ~~contract employee unit~~ regular (tenured) faculty member 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 meetings, ~~participating in program review process,~~ serving on committees, advising students, etc. (TA 6-29-10)

2. Records Evaluation

- a. ~~Contract employee Unit~~ The regular (tenured) faculty member shall submit classroom (or other appropriate) records for evaluation, including syllabi, course objectives for students, tests, grading criteria, etc. (TA 6-29-10)

3. Professional Activities Evaluation

- a. ~~Contract employee Unit~~ The regular (tenured) faculty member shall submit a written record of professionally related activities such as conference/workshop attendance, staff development and participation, institutional/District committee participation, professional association memberships, scholarly publications, research, etc. (TA 6-29-10)

4. Self-Evaluation

- a. ~~The unit regular (tenured) faculty member shall conduct SLO assessments in their assigned classes and use the results to make appropriate changes in instruction to improve student learning. Additionally, †The Contract employee unit~~ regular (tenured) faculty member shall submit to the committee a written evaluation of his/her job performance with respect to the criteria on which he/she is being evaluated. ~~including data and results of assessments and modifications which shall serve as evidence of fulfilling this~~

~~professional responsibility. This provision will revert to status quo if the parties agree to a MOU regarding SLOs. (TA 8-10-10)~~

5. Relevant Input for Outside of Formal Evaluation Process

- a. The committee will consider only complaints, concerns, or commendations that have been documented (signed, dated, and presented to supervisor or department chair) or verbal complaints, concerns, or commendations of a consistent, recurring nature.
- b. The ~~unit~~ regular (tenured) faculty member has the right to respond to any complaint or concern which the committee is considering as part of the evaluation process. (TA 6-29-10 all of 5)

E. EVALUATION CRITERIA (TA 6-29-10 all of E)

1. STUDENTS

- a. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - (1) Diversity of cultural backgrounds, gender, age, and lifestyles;
 - (2) Variety of learning styles;
 - (3) Student goals and aspirations.
- b. Concern for student rights and welfare.
- c. Respect for the opinions and concerns of students.
- d. Willingness and availability to assist students.

2. PROFESSIONAL RESPONSIBILITIES

- a. Participation in departmental, college, or related activities.
- b. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 1978). (TA 6/16/10)
- c. Maintenance of workable relationship with colleagues.
- d. Demonstrates commitment to the profession (Code of Ethics).

3. CLASSROOM TEACHING

- a. Knowledge of subject matter.

- b. Awareness of current developments and research in field.
- c. Demonstration of effective communication with students.
- d. Effective use of teaching methods appropriate to subject matter.
- e. Institutionally approved course outline.
- f. Evidence of course objectives being met through evaluation of student work that measures those objectives, through tests and examinations, written assignments, oral responses, etc.
- g. Maintenance of classroom records in accordance with District Policy.
- j. Evaluation of student progress in keeping with the course objectives and institutionally adopted course outlines.
- ~~k. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees hired after January 1, 2001, must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department. (TA 6/16/10) (3k)~~

4. COUNSELORS

- a. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.
- b. Maintenance of counseling session records in accordance with District Policies.
- c. Effective use of counseling methods appropriate to student need.
- d. Knowledge of subject matter.
- e. Awareness of current developments and research in the field.
- f. Demonstration of effective communication with students.
- g. Demonstration of respect for all students through the development of a warm and accepting environment.

- h. Maintains confidentiality of the counseling session.
- ~~i. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees hired after January 1, 2001, must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department. (TA 6/16/10) (4i)~~

5. LIBRARIANS

- a. Knowledge of library usage.
- b. Awareness of current developments and publications in the field.
- c. Demonstration of effective communication with students and faculty.
- d. Effective use of research methods appropriate to faculty and student needs.
- e. Awareness of college curricula.
- i. Maintenance of appropriate records.
- ~~j. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees hired after January 1, 2001, must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department. (TA 6/16/10) (5j)~~

6. NURSES

- a. Knowledge of subject matter.
- b. Awareness of current development and research in the field.

- c. **Effective communication with students.**
- d. **Effective use of nursing procedure.**
- e. **Evidence of appropriate nursing objectives which are met through a student evaluation of services.**
- f. **Appropriate maintenance of student records which protect the confidentiality of all service users.**
- k. **Evaluation of student's progress in keeping current with nursing protocols and public health procedures.**
- ~~l. **No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees hired after January 1, 2001, must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department. (TA 6/16/10) (6l)**~~

7. COORDINATORS

- a. **Shall be evaluated on the basis of their duties and responsibilities statement.**
- ~~b. **No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees hired after January 1, 2001, must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department. (TA 6/16/10) (7b)**~~

D.F. Evaluation Process: (TA 6-29-10 all of F)

- 1. **A peer reviewer shall be selected during the first three weeks of the evaluation semester.**

2. Typically by the fourth week of the semester, the ~~unit~~ **regular (tenured) faculty** member, peer **reviewer**, and immediate supervisor shall meet to discuss and agree upon the evaluation plan. If consensus cannot be reached, the immediate supervisor, Vice President of Instruction, or **Vice President of Student Services**, and ~~Department Chair~~ **peer reviewer** shall determine the plan to be used by majority approval. The evaluation plan shall consist of ~~elements~~ **evaluation procedures and criteria from Article XIII, Sections 23(D) and 23(E)** which may include, but are not limited to:
 - a. educational discussions with peers and/or immediate supervisor
 - b. classroom visitations and observations
 - c. video taping of class sessions
 - d. peer review
 - e. written and/or oral student evaluations of the unit member
 - f. appropriate service or activities

3. Student questionnaires are a required part of evaluation, to be administered by an evaluation team member to students in two different courses, or in two sections of the same course if unit member teaches only one course. **All student questionnaire results shall be made available to the evaluation committee and the regular (tenured) faculty member prior to week 14.**

4. Between the 6th and 14th weeks, the evaluation plan is typically carried out and completed.

5. At the completion of the evaluation process, the ~~unit~~ **regular (tenured) faculty** member, peer **reviewer**, and immediate supervisor shall meet to discuss the results of the evaluation, including the peer written review, student evaluation, ~~unit~~ **regular (tenured) faculty** member self-evaluation, and the immediate supervisor's evaluation, as well as suggestions for improving the performance of the ~~unit~~ **regular (tenured) faculty** member **and, if appropriate, develop the a plan for improvement to be monitored by the members of the committee. The plan for improvement shall (1) be in writing, (2) clearly identify areas of deficiency from Article XIII Sections D and E, (3) specify objectively observable behaviors to correct the areas of deficiency and (4) include a specific timeline.** articulated in writing that clearly identifies: (1) areas of deficiency from Article XIII Section 23(~~d~~**D**) and 23(**E**); (2) objectively observable behaviors to correct areas of deficiency; and (3) a specific timeline to correct areas of deficiency. The ~~unit~~ **regular (tenured) faculty** member being evaluated may offer his/her own additional performance assessment to be incorporated into the plan for improvement.

The summary written evaluation reports shall be prepared by the immediate supervisor. The summary evaluation shall take into account the peer reviewer's written report as well as the results of each of the evaluation ~~elements~~ **procedure and criteria**.

The unit member shall have the opportunity to comment on the results of the written summary evaluation report and have any written comments attached to

the written evaluation report which shall hereafter be forwarded to the College President **through the Vice President of Instruction or Vice President of Student Services.**

Section 34. TEACHER LOAD CREDIT FOR ASSIGNED CLASSES: (TA 6-29-10)

Section 45. CLASS ADVANCEMENT SALARY SCHEDULE (TA 6-29-10)

Section 56. SPECIAL ASSIGNMENTS: (TA 6-29-10)

Work week is defined in Article XII, Section 4.

A. Counselors

- 3) The work week shall consist of thirty-five (35) hours of assigned duty 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. **(Status Quo 8/20/09)**

B. Librarians:

- 3) 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 professionally related activities as authorized and/or directed by the administration. **(Status Quo 8/20/09)**

C. College Nurses:

- 3) The work week shall consist of thirty-five (35) hours of assigned nursing duties, of five hours, scheduled professional meetings, staff development activities, and other appropriate professional activities as authorized and/or directed by management. **(Status Quo 08/20/09)**

D. ~~Vocational Training~~ **Career and Technology Center: (TA 8/20/09)**

1. The basic work year for the ~~Vocational Training~~ **Career and Technology Center** instructional staff shall be the same as for other full-time teaching faculty members. The number of additional duty days to be worked on an extended-contract basis shall be determined by management after consultation with the individuals affected. **(TA 9/27/09)**

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 as authorized and/or directed by management. Assignments shall be consistent with the approved statements of duties and responsibilities for each position. **(Status Quo 8/20/09)**

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 professionally related activities as authorized and/or directed by the administration. **(Status Quo 8/20/09)**

Section 67. EXTENDED ~~WORK YEAR CONTRACT~~ SALARY COMPUTATION FORMULA ~~CONTRACTS WORK YEAR FOR FACULTY CONTRACT TEACHERS~~: (TA 6-29-10)

The determination of salary for Salary Schedule "A" personnel on extended contracts shall utilize the following formula: **(Status Quo 6-29-10)**

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

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 78. FACULTY RIGHTS: (TA 6-29-10)

Section 89. TRANSFER AND REASSIGNMENT: (TA 6-29-10)

A. Voluntary Transfer:

1. A voluntary transfer is initiated by the unit member. ~~(See Memorandum of Understanding Exhibit F)~~ **(TA 6-29-10)**
2. Any regular **(tenured)** ~~or contract-unit~~ **faculty** 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. **(TA 08/20/09)**

3. 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.
4. A ~~unit~~ **regular (tenured) faculty** 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: **(TA 6-29-10)**
 - a. Job announcements shall be posted for transfer through the District's bulk e-mail for a ~~ten (10)~~ **five (5)** calendar-day period. **(TA 9/17/09)**
 - b. Transfer applicants shall submit to the Human Resources Department a letter containing why they wish to transfer to the posted vacancy and an updated resume, within that ~~ten (10)~~ **five (5)** day posting period. **(TA 9/17/09)**
 - c. Following an interview with each applicant and within ~~five (5)~~ **ten (10)** days of receipt of the files from Human Resources, the department shall reach one of the following recommendations regarding the applicants: **(TA 9/17/09)**
 - i. acceptance of request to transfer
 - ii. rejection of request to transfer
 - iii. consideration to include applicant in the pool along with all other applicants.

Each applicant shall be notified by the appropriate administrator. (TA 9-8-10)
 - d. The transfer request is preliminarily approved by both the department and the immediate supervisor for the department in which the position is available.
 - e. **If the immediate supervisor does not accept the departmental recommendation, he/she will meet and notify the department of the reason or reasons. (TA 8-6-09)**
 - f. The transfer request is forwarded for approval to the office of the relevant College President/Vice Chancellor North Centers.
 - g. A suitable replacement is found for the position being vacated by the applicant.
5. Any such transfer shall be considered permanent only upon the completion of each and every condition precedent stated above.
6. The District reserves the right to open to outside applicants any subsequent full-time position resulting from the transfer.

7. Any unit member accepted by another college will be permitted to make the transfer when a suitable replacement is found. Any such transfer shall be considered permanent.

B. Involuntary Transfer:

1. An involuntary transfer is initiated by the District, and shall not be done capriciously or as a punitive action.
2. Where the District finds it necessary to transfer an employee from one college to another, qualified volunteers will be sought. Where there are no qualified volunteers, the District will determine which qualified person is to be transferred.
3. Transferees involuntarily transferred from one college to another to meet District needs shall be returned to the original college, upon request, to fill a vacancy which occurs for which the transferee is deemed qualified.
4. If a split assignment between campuses is made to a unit member and that split assignment requires the unit member to travel additional miles, the District will pay mileage for travel for the additional miles. **(TA 6-29-10)**

Section 910. USE OF FACILITIES: (TA 6-29-10)

Section 1011. ACADEMIC ATTIRE: (TA 6-29-10)

Section 1112. PERSONNEL RECORDS:

Materials in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment are to be made available for inspection by the person involved.

~~By law, such material is not to include ratings, reports, or records: (1) which were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Materials not to be made available to the unit member shall be kept in a separate envelope within the personnel file.~~

Every unit member shall have the right to inspect material in his/her personnel file at any time mutually convenient to the employee and the District. The unit member may be accompanied by a Federation representative, if desired, or a Federation representative may inspect such materials individually at the request of the unit member.

Any complaints made by any person directed toward a unit member deemed serious enough to become a matter of formal record, shall be promptly called to the unit member's attention, by copy, and the unit member given an opportunity to respond.

An employee is entitled to know the identity or source of all such complaints. (Any retaliatory action shall be deemed to be unprofessional conduct.)

The unit member shall acknowledge that such material has been read by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signified only that the material has been read and does not indicate agreement with its contents.

~~The unit member shall have ten (10) working days from the date he/she receives a copy to respond in writing before any derogatory material or a complaint regarding a unit member will be placed in his/her personnel file and to have such comments attached to the material in question.~~ **Any derogatory material and/or complaint shall not be placed in the unit member's personnel file prior to ten (10) working days from the date he or she receives a copy it was sent or served. The unit member may respond and have any written response attached to the material and/or complaint to be included in the personnel file.**

The content of material in personnel files shall not be subject to Article XVI, Grievance and Arbitration Procedure of this Agreement.

During the ten (10) day **working** period, the content of material to be added to the personnel files shall be subject to the **District** Complaint Procedure. (Refer to District **Board** Policy and **Administrative** Regulations)

ARTICLE XIV-A LEAVES WITH PAY

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

Section 1. SICK LEAVE PROVISIONS:

(NOTE: Parenthesis around numbers throughout the contract will be removed prior to printing)

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 that member, shall be deducted from the final salary warrant due for the current year. (TA 9-3-09)**

B. Sick Leave Bank:

- 3. The parties agree that a Sick Leave Bank shall be established to assist unit members who suffer a long-term illness. (Status quo 9/3/10)**
- 9. On a ~~half (2)~~ one-half (1/2) pay 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. (TA 9-3-09)**

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 of the unit member's spouse **or domestic partner**, and the spouse; **or domestic partner's**, 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. (TA 9-3-09)

Section 7. SABBATICAL LEAVE: (Status Quo 1/13/10)

**ARTICLE XIV-B
LEAVES WITHOUT PAY**

Article X IV-B, LEAVES W ITHOUT P AY, shall r emain unc hanged e xcept f or t he following amendments:

Section 1. PERSONAL BUSINESS LEAVE:

- A. The c ollege pr esident, upon r equest a nd w ith pr ior a pproval, m ay grant a n absence for personal business leave to a unit member. (Status Quo 8-20-09)

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. (TA 9-17-09)**

Section 3. PUBLIC OFFICE LEAVE:

- G. 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 personal leave. (TA 9-17-09)**

Section 4. HEALTH LEAVE:

- A. Any u nit me mber ma y, **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. (TA 9-17-09)

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 f or a s pecific r eason d eemed a ppropriate i ncluding leave to care for a child, at the convenience of the District. (TA 9-17-09)

**ARTICLE XV
INSURANCE PROGRAMS**

Article X V, INSURANCE P ROGRAMS, s hall r emain u nchanged except f or t he following amendments:

Section 1. HEALTH INSURANCE

C. District Contribution

Effective ~~July~~ October 1, 2009 ~~2010-2011~~ the ~~2009-2012~~ District contribution shall be an amount not to exceed a maximum monthly contribution of \$1,029.00 per month per employee.

Section 2. DENTAL INSURANCE

B. The District shall provide a dental program for the years ~~2006-2009~~ ~~2009-2012~~ 2010-2011, with benefits equal to the dental care insurance plan in effect during fiscal year 1997-98, a PPO network with non-participating dentists compensated at 100% of usual and customary rates (UCR) as established by the ~~1998~~ **most current** National Dental Advisory Fee Survey. In the years ~~2006-2007, 2007-2008, and 2008-2009~~ ~~2009-2010, 2010-2011, and 2011-2012~~ the D istrict w ill contribute a premium amount equivalent to the premium cost of the CVDP dental PPO network plan. (TA 6-29-10)

Section 4. SALARY P ROTECTION INSURANCE: (Long T erm Di sability) (**Status Quo 3/24/10**)

Section 7: RETIREE HEALTH INSURANCE

OPTION 2: (**Status Quo 1-13-10**)

**ARTICLE XVII
COMPENSATION**

Article X VII, C OMPENSATION, s hall r emain unc hanged e xcept for t he following amendments:

2009-2010-2011 Salary

The salary schedule which was in effect during the ~~2008-2009-2010~~ school year shall remain in effect for the ~~2009-2010-2011~~ school year.

**ARTICLE XVIII
RETIREMENT AND RETIREES**

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 Teachers' Retirement System as is required by law. **(Status quo 9/3/09)**

Section 5. EARLY 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.~~

E. This Early Retirement Incentive Program for full-time certificated bargaining unit members shall be in effect for the term of this contract only, and shall expire at the end of the academic year on June 30, ~~2009~~**2012**, and shall thereafter not be considered a status quo by the parties. **(TA 3-24-10)**

**ARTICLE XX
FACULTY SERVICE AREAS AND MINIMUM QUALIFICATIONS**

A. FACULTY SERVICE AREAS (TA 8-10-10)

1. Faculty service areas and competency standards are applied only in cases of lay-offs within the District.
2. Faculty service areas will be the same as the disciplines as established by the State Academic Senate **for the California Community Colleges**.
3. Competency standards will be the same as the minimum qualifications for hiring as established in AB 1725 (*Vasconcellos, 1988*): Master's degree MA in a discipline or Bachelor's degree BA in a discipline and a Master's degree MA in a related discipline, or "equivalent" degrees/experience. Currently held credentials and/or other minimum

qualifications as established in AB 1725 (Vasconcellos, 1988) shall be are applicable for additional FSA(s) after initial hire only if the unit member employee has recent teaching experience in the FSA(s) a faculty service area (within five years of the lay-off notice date). (TA 8-10-10)

B. EXPLANATION

The criterion for layoffs is by seniority: last in, first out. A unit member who receives a lay-off notice may move into a new discipline where he or she has the minimum qualification. A unit member may request placement in as many different FSA's as are met by the standards in Article XX.A.3 above. In the event of a lay-off(s), a unit member who receives a notice could then displace a less-senior unit member in any of those areas. (TA 9-8-10)

The basic legal criterion for laying off employees is by seniority, last hired first to go. If someone receives a lay-off notice, he or she may bump into an area where there is a less senior employee, provided he or she has the minimum qualifications to teach in that discipline. The minimum qualifications were selected as the competency standard so that the qualifications to move into a new teaching area and to be hired originally in that area are the same.

With minimum qualifications the competency standard, an employee is placed in as many different FSA's as he or she has the minimum qualifications to teach in. Upon lay offs, a person receiving the lay-off notice could bump into any of those FSA areas where a less senior employee resides.

C. PROCEDURE

- ~~1. For purposes of Education Code Section 87743.1 the list of "Faculty Service Areas" (FSA) in the State Center Community College District shall include the state discipline list contained in the latest "Minimum Qualifications for Faculty and Administrators in California Community Colleges" as defined by the Board of Governors. The most recent version of the discipline list shall be maintained in the Office of Human Resources. A faculty member will be considered "competent" in an FSA if, for that discipline, the faculty member satisfies the state minimum qualifications for hire including the equivalence provision, or holds the appropriate credential.~~
- ~~2. An employee may petition for recognition of competence in a new or additional FSA(s) as stipulated in Paragraph AC(1) (above) by filing a petition for such recognition with the District. It shall be the responsibility of the faculty member to provide the District with all records necessary to substantiate the claim of competence. The last day to apply for recognition of an FSA for use in any academic year is February 15 of that academic year. The primary purpose for FSA is to provide a workable and procedural framework within which seniority rights and bumping rights can be exercised by faculty in the event of a layoff, reduction in force, or reduction in service. The District shall notify faculty members in writing, of their FSA status.~~

~~3. Upon hiring, an employee is presumed to be competent in the FSA to which he or she is initially assigned. Two conditions must be met in order to remain or become competent for service within one or more FSAs: The two conditions are as follows:~~

~~a. A The faculty member must meet the Minimum Qualifications set by the Bboard of Ggovernors.~~

AND, EITHER

~~b. A faculty member tTo remain competent to teach or provide service within one or more FSA(s), a faculty member must have taught require he or she have provided 6 semester units (summer or equivalency included) as the instructor of record or worked 248 hours in a special assignment in the FSA(s) within the past five years at any accredited community college, college, or university.~~

OR

~~c. For a A faculty member tTo become competent to teach in a new or different FSA, require he or she a faculty member must have taken successfully completed 6 semester credits or of relevant course work within the FSA from an accredited community college, college, or university.~~

~~4. A faculty member teaching a course that is cross-listed in more than one discipline may qualify for a FSA only in the discipline or disciplines in which the faculty member meets the minimum qualifications (or equivalent) and competency requirements as provided for herein.~~

~~5. The District shall maintain a permanent record for each faculty member employed by the District of each FSA for which the faculty member possesses the minimum qualifications for service and in which he or she has established competency pursuant to District competency standards. The record shall be contained in the faculty member's personnel file.~~

~~6. Any dispute arising from an allegation that a faculty member has been improperly denied a faculty service area shall be classified and procedurally addressed as a grievance beginning at level III described in the collective bargaining agreement.~~

~~4. Any dispute arising from an allegation that a faculty member has been improperly denied a faculty service area shall be classified and procedurally addressed as a grievance described in the collective bargaining agreement. (moved to number 6 above)~~

~~5. A faculty member teaching a course that is cross-listed in more than one discipline may qualify for a FSA only in the discipline or disciplines~~

~~in which the faculty member meets the minimum qualifications (or equivalent) and competency requirements as provided for herein. (moved to number 4 above)~~

~~6. The District shall maintain a permanent record for each faculty member employed by the District of each FSA for which the faculty member possesses the minimum qualifications for service and in which he or she has established competency pursuant to District competency standards. The record shall be contained in the faculty member's personnel file. (moved to number 5 above)~~

AGREEMENT

This agreement made and entered into this ____ day of _____, ~~2009~~**2011**, between the State Center Community College District and the State Center Federation of Teachers Local 1533, CFT/AFT, AFL-CIO, its successors and/or affiliates upon ratification as set forth in Article I of the Agreement and shall remain in full force and effect until the close of the workday of **June 30, ~~2012~~ 2011**.

This final settlement agreement concludes bargaining on all issues currently the subject of negotiations between the parties.

Signed and entered into this ____ day of _____, ~~2009~~**2011**.

FOR THE DISTRICT:

FOR THE EXCLUSIVE REPRESENTATIVE:

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN THE
STATE CENTER COMMUNITY COLLEGE DISTRICT
AND THE
STATE CENTER PART-TIME FACULTY BARGAINING UNIT
STATE CENTER FEDERATION OF TEACHERS, LOCAL 1533
2010-2011**

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.

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.

**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~~ 2010 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~~ 2011**.

**ARTICLE II
RECOGNITION**

ARTICLE II, RECOGNITION, shall remain unchanged except for the following amendment:

The District recognizes the Federation as the sole and exclusive representative pursuant to PERB Case No. S-R-931 of those members of the part-time faculty bargaining unit which includes those faculty employees who work ~~60-67%~~ or less of a full-time load during the school year as part-time academic employees, including teachers, counselors, librarians, nurses, tutorial, and other resource instructors, who occupy positions which, if held full time, would be included in the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case No. S-R-555, as amended effective May 25, 1981. The unit excludes management, supervisory and

confidential employees, and all classes, groups, and individuals not expressly included, such as Training Institute instructors.

The District and Federation agree that the composition of the bargaining unit shall not change during the term of this Agreement, either through inclusions or exclusions, without the mutual agreement of both parties. (TA 9-8-10)

ARTICLE IV **SUPPORT OF AGREEMENT**

ARTICLE IV, SUPPORT OF AGREEMENT, shall remain unchanged except for the following amendment:

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which the Federation is the exclusive representative and which is within the scope of representation, nor will the District attempt to negotiate privately or individually with the members of the bargaining unit or any person not officially designated by the Federation as its representative.

The Federation agrees to negotiate only with the representatives officially designated by the District to act on its behalf and agrees neither the Federation, its members, nor agents, will attempt to negotiate privately or individually with the Board, an individual Board member, or any person not officially designated by the Board as its representative. (TA 5-5-10)

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 bargaining 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~~ **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 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.

~~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. (TA 6-8-10)~~

Section 2. BEGINNING NEGOTIATIONS

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 both 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** 2011. ~~The Federation's Initial proposals for a successor contract shall not be presented earlier than June 1, 2011. the 2008-2009 2012-2013 2011-2012 school years will be presented to the Board of Trustees no earlier than between March 1, 2009 2012 2011 and June 1, 2011. 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.~~

Section 3. Reopener Negotiations

~~The parties agree there shall be no obligation to reopen negotiations during the term of this agreement.~~

The District and Federation agree to reopen salary negotiation for the 2010-2011 and 2011-2012 school years. The Federation's initial proposals for the 2010-2011 and 2011-2012 school years will be presented to the Board of Trustees no earlier than August 1, 2010 and August 1, 2011.

ARTICLE VI
SEVERABILITY AND SAVINGS

If any provision of this Agreement ~~to any unit member or group of members~~ is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision ~~will not be deemed valid and operative except to the extent permitted by law,~~ **shall be inoperative**, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Any such provision held invalid or inoperative shall be renegotiated upon written request of either party to this Agreement. (TA 9-8-10)

ARTICLE VIII
PAST PRACTICES

Status quo. **(6-8-10)**

ARTICLE IX
FEDERATION RIGHTS

ARTICLE IX, FEDERATION RIGHTS, shall remain unchanged except for the following amendment:

Section 2. EMPLOYEE LISTS:

The District shall provide the Federation with the names, ~~college location~~ **mailing** addresses, ~~and~~ telephone numbers, **and college/worksite location** of unit members, ~~except for those who have requested their telephone number to be kept confidential,~~ at intervals not to exceed ~~one~~ **twice** per ~~fiscal~~ **academic** year upon the Federation's written request ~~to the individual college campus.~~ Additionally, newly-hired unit members' names, **mailing addresses**, ~~non-confidential~~ telephone numbers **and college locations, college/worksite location** ~~and~~ shall be furnished as hired during the ~~fiscal~~ **academic** year. **(TA 6-8-10)**

Section 10. DUES DEDUCTIONS:

~~A.~~ The District will deduct from the pay of each unit member and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized, in writing, by the member on the District-approved form, subject to the following:

A. The District agrees to deduct dues in uniform amounts from all eligible Federation members within the unit recognized and enumerated in Article II who have signed an authorization card for such deduction in a form approved by the District, subject to the following conditions:

- (1) Such deduction shall be made only upon the submission on a District-approved form of a duly-executed and revocable authorization by the unit member;
- (2) The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month.
- (3) Unit members who have voluntarily authorized dues deductions shall, from year to year, continue to have dues deducted until discontinued in writing.

~~B. Notwithstanding Section 10, "A" above, the parties acknowledge the provisions of Government Code 3546(a) which states:~~

~~(a) An organizational security arrangement, in order to be effective, must be agreed upon by both parties to the agreement. At the time the issue is being negotiated, the public school employer may require that the organizational security provision be severed from the remainder of the proposed agreement and cause the organizational security provision to be voted upon separately by all members in the appropriate negotiating unit, in accordance with rules and regulations promulgated by the board. Upon such a vote, the organizational security provision will become effective only if a majority of those members of the negotiating unit voting approve the agreement, such vote shall not be deemed to either ratify or defeat the remaining provisions of the proposed agreement.~~

- ~~(1) Pursuant to Government Code section 3546(a), a request may be filed with the Public Employment Relations Board Office a request that a proposed organization security provision be voted upon separately from the remainder of the proposed agreement by the members of the unit.~~

~~The request will be in accordance with the PERB regulations and on a form provided by the Public Employment Relations Board.~~

- ~~(2) The organizational security arrangement shall become effective as part of the subsequent 1997-99 collective bargaining agreement only when approved by a majority of the valid votes cast by employees in the negotiating unit, but in no event sooner than January 1, 1997.~~
- ~~(3) If the organization security for the payment of service fees is passed and approved by a majority of members of the negotiating unit, and certified by the PERB, the Federation shall have the right to have service fees deducted for employees in the bargaining unit who do not otherwise pay dues in accordance with Section 10 "A" above as follows:~~

~~(a) All employed unit members who are not Federation members and who elect not to initiate a dues deduction authorization form shall pay~~

~~service fees in an amount no greater than the current Federation dues. The service fees must not support Federation activities beyond the Federation's representational obligations. Any dispute between an employee and the Federation over the amount of the service fees must be expedited by the Federation and must be consistent with current law. Such service fees may be paid by submitting a service fees deduction authorization form to the District, by direct annual payment to the Federation by October 1 of any school year in lieu of having such fees deducted, or by involuntary deduction from wages pursuant to Education Code Section 87834 which is the sole remedy in this Article for failure to voluntarily pay the service fees.~~

~~(b) — New employees, within thirty (30) days from the commencement of actual employment, must submit a dues or service fee deduction authorization form, or shall pay an amount no greater than the current Federation dues directly to the Federation. Failure to do either shall mean involuntary deduction from wages pursuant to Education Code Section 87834 which is the sole remedy in this Article for failure to voluntarily pay the service fees.~~

~~(c) — Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to the Federation, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such employee from the following list of such funds:~~

~~(1) — State Center Community College District Foundation.~~

~~Proof of payment to any fund shall be made on an annual basis to the Federation.~~

~~Any dispute over the eligibility of an employee under this Provision (c) shall be resolved at any step in the following procedure: (1) investigation by the Federation; (2) meeting(s) between the Federation and the employee; and (3) the Grievance Procedure of this Agreement.~~

B. In addition to, and notwithstanding the provisions of Article IX, Section 10 A, Government Code section 3546, 3546.3 and 3546.5 as amended shall be incorporated herein as though fully set forth and govern the withholdings pursuant to this article. (TA 9-8-10)

Notwithstanding Section 10, "A" above, the parties acknowledge the provisions of Government Code 3546(a), (e), (d.2) and (e) which states:

- ~~1. Notwithstanding any other provision of law, upon receiving notice from the exclusive representative or a public school employee who is in a unit for which an exclusive representative has been selected pursuant to this chapter, the employer shall deduct the amount of the fair share service fee authorized by this section from the wages and salary of the employee and pay that amount to the employee organization. Thereafter, the employee shall, as a condition of continued employment, be required either to join the recognized employee organization or pay the fair share service fee. The amount of the fee shall not exceed the dues that are payable by members of the employee organization, and shall cover the cost of negotiation, contract administration, and other activities of the employee organization that are germane to its functions as the exclusive bargaining representative. Agency fee payers shall have the right, pursuant to regulations adopted by the Public Employment Relations Board, to receive a rebate or fee reduction upon request, of that portion of their fee that is not devoted to the cost of negotiations, contract administration, and other activities of the employee organization that are germane to its function as the exclusive bargaining representative.~~
- ~~2. The arrangement described in paragraph (1) above may be rescinded by a majority vote of all the employees in the negotiating unit subject to that arrangement, if a request for a vote is supported by a petition containing 30 percent of the employees in the negotiating unit, the signatures are obtained in one academic year. There shall not be more than one vote taken during the term of any collective bargaining agreement in effect on or after January 1, 2001.~~
- ~~3. If the arrangement described in the paragraph (1) above is rescinded pursuant to paragraph (2) above, a majority of all employees in the negotiating unit may request that the arrangement be reinstated. That request shall be submitted to the board along with a petition containing the signatures of at least 30 percent on of the employees in the negotiating unit. The vote shall be conducted at the worksite by secret ballot, and shall be conducted no sooner than one year after the rescission of the arrangement under this subdivision.~~
- ~~4. The recognized employee organization shall indemnify and hold the public school employer harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the school district's compliance with this section. The recognized employee organization shall have the exclusive right to determine whether any such action or proceeding shall or shall~~

~~not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the exclusive representative of district employees against the public school employer.~~

~~C. The Federation agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees, from any claims, demands, damages, or other liability, including costs and attorneys fees, arising out of this Article or the administration or implementation thereof. Upon valid service of a summons and complaint or of a claim under the Government Tort Claims Act, the District agrees to notify the Association **Federation** thereof and to cooperate as reasonably necessary for the defense or settlement of such action.~~

Section 11. RELEASED TIME: **Status Quo 9-8-10**

Section 12. FEDERATION/DISTRICT CONSULTATION:

The parties agree that communication involving employer-employee relations may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved and the date, place, and time requested. The receiving party shall, within five (5) work days, notify the requesting party of agreement as requested or at another date, time or place mutually agreed upon to the meeting. Meetings shall be held during Federation members' nonworking hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to bypass the Grievance Procedure and shall not constitute any invitation to renegotiate any provisions of the Agreement.

Definition:

Consult shall mean that the District or Federation shall seek advice, opinions, and/or information from the other party regarding items listed above. The District will give the Federation reasonable time to consider such items. (TA 6-8-10)

Section 13. FEDERATION ADVISEMENT:

- A. The Federation has the right to consult on the definition of educational objectives, ~~and~~ institutional direction or purpose, and the determination of the content of courses and curriculum.
- B. To provide for the consultation process, the following channels may be used:

- (1) The Federation shall have the right to add a representative to the following committees:
 - a) Educational Coordinating and Planning (ECPC)
 - b) Equal Employment Opportunity
 - c) Curriculum and Instruction
- (2) The Federation/District consultation process (Article IX, Section 12) may be used by either party to discuss the subject areas covered under Section 13 “A” of this article.
- (3) Other committees to which appointments by the Federation can be made shall be determined only through mutual agreement between the Federation and the College President or the Vice Chancellor, North Centers. (TA 6-8-10)

ARTICLE XI - A
NONDISCRIMINATION

The Board and the Federation agree to comply with all pertinent provisions of Title VII and Title IX of the United States 1964 Civil Rights Act, as amended in 1972. The Board and the Federation agree expressly not to discriminate illegally against any faculty member or prospective faculty member on the basis of race, color, creed, national origin, religion, sex, age, political affiliations, marital status, sexual orientation, or physical handicap. (TA 5-20-10)

ARTICLE XI - B
SAFETY

Section 1. SAFETY

The District shall provide a safe educational environment in accordance with the California Occupational Safety and Health Regulations and guidelines of CAL OSHA. The Federation and its unit members may also bring to the attention of the District health, safety, and security guidelines from other regulatory agencies that govern employee health, safety, and security whereupon the District and the Federation will engage in consultation.

Section 2. SAFETY COMMITTEE

The District shall establish a districtwide safety committee in addition to campus safety committees to review health, safety, sanitation, and security as set forth in guidelines from CAL OSHA. Additionally, the committee may make

recommendations per the District-appointed administrator who shall chair the safety committee meetings.

Section 3. REPORTING VIOLATIONS

- A. When the District receives a written report of unsafe condition which poses a serious and immediate threat to the health or safety of any unit member, the District shall investigate the allegations and take appropriate actions in a timely manner.
- B. The individual bargaining unit member forwarding a written report of an unsafe condition may request information relating to action(s) taken as a result of his or her report pursuant to the California Public Records Act.

Section 4. SAFETY REPORTS

The District shall make available, pursuant to the California Public Records Act, any annual report in compliance with applicable laws and District safety policies. A copy will be on file and available for inspection, as required by the California Public Records Act, in the office of the Vice Chancellor, Finance & Administration. (TA 6-8-10)

ARTICLE XI - C
HOURS, WORKLOAD, CLASS SIZE

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

Section 3. LECTURE HOUR EQUIVALENTS:

Lecture hour equivalent (LHE) value for **large group instruction** ~~lecture~~ classes shall be as follows (to be computed on the first (1st) census week enrollment): **(TA 6-8-10)**

<u>Number of Students</u>	<u>Lecture Hour Equivalents</u>
50 or less	1.0
51 - 65	1.2
66 - 75	1.4
76 - 85	1.5
86 - 100	1.6
101 - 120	1.8
121 - 140	1.9
141 - 175	2.1
176 - 215	2.3
216 - 260	2.5
261 - 310	2.7

Hourly salaries of adjunct part-time teaching large group instruction will be multiplied by the appropriate Lecture Hour Equivalent as listed above.

The first (1st) census week enrollment reflects all new registrations, additions, and drops that are returned to the admissions and records offices by the end of the Friday that precedes Monday of the first (1st) census week; this Friday could be the thirteenth (13th), fourteenth (14th) or fifteenth (15th) day of the semester.

Section 6. Status Quo

Section 7. PART-TIME EMPLOYMENT-ASSIGNMENT

- A. Priority for assignment in a department/discipline on campus beginning Fall, 1996.
2. Other assignment factors in addition to qualifications shall include ~~affirmative action goals of District~~, breaks in service, performance during prior service, program needs, and student retention rates.
- 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~~ ~~u~~Unit members who have worked two years or more **and who are** 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~~ **the individual unit member’s are hired hiring** for a ~~their~~ fifth consecutive semester in a department/discipline on a campus in the District: Fresno City College **and its satellites**, Reedley College and its satellites, or the North Centers (~~Clovis, Willow/International~~, Madera, Oakhurst).
 2. 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.
 3. Unit members who have performed work only at the North Centers will accrue seniority at the North Centers.
 4. Ties in seniority shall be broken by lot.

5. 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~~**67**% FTE) to make load. ~~Appropriate supervisors shall maintain lists that establish seniority and on written request provide such lists semesterly to the Federation.~~
6. Voluntary breaks in service will result in loss of seniority. **(Except as provided in otherwise required by law, note Article XIII, Section 4. MATERNITY LEAVE)**

Leave necessitated by disability caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, and infant care (up to the balance of the semester within which it occurs following childbirth and up to one additional semester), this will include paternity leave and any other leave by mutual consent of the Federation and the District, shall not be a voluntary break in service and shall not result in loss of previously accrued seniority.

Appropriate supervisors shall maintain lists that establish seniority and on written request **shall** provide such lists **each semester** ~~semesterly~~ to the Federation. **(TA 9-8-10)**

Section 8. FULL-TIME EMPLOYMENT VACANCY: (Status Quo 10-7-10)

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.

Section 9.8. DISTANCE EDUCATION (Status Quo 6/29/10)

ARTICLE XII
FACULTY CONDITIONS

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

Section 1. EVALUATION 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. Responsive 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. This provision shall be eliminated upon an agreement of a MOU regarding SLO's.~~
 - 3 Maintenance of ethical standards **in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 1978).**
 - 4 Maintenance of workable relationships with colleagues.
 - 5 Specific criteria for each employee designations are as follows:
 - a. For Classroom Teachers:

Knowledge of subject matter; awareness of current developments and research in the field; demonstration of effective communication with students; effective use of teaching methods appropriate to subject matter, **adherence to following** institutionally approved **curriculum** course outlines **of record**; evaluation of student progress **through tests and examinations, written assignments, oral responses, etc.** in keeping with course objectives; ~~and adopted course outlines~~; providing course ~~outlines~~ **syllabi** to students; maintaining classroom records in accordance with District Policy; ~~and~~ turning in all required student grading and evaluation reports **in a timely manner**; and maintaining a reasonable student retention rate.

- F. The evaluation process of unit members will include the following:
1. Classroom visitation(s) by peer ~~evaluator~~ **reviewer** and immediate supervisor or his/her designee. Administration visitation dates and times shall be scheduled within a three-week window period announced to the unit member. ~~(The Both the evaluators~~ **reviewer and immediate supervisor** need not be ~~both~~ present during a **the same classroom** visitation.); (TA 6-8-10)
 2. Student questionnaires **will be** administered by peer ~~evaluator~~ **reviewer** or immediate supervisor; (TA 6-8-10)
 3. The results of the evaluation will typically be discussed with the unit member;
 4. The ~~evaluatee~~ **unit member** shall receive a copy of the final written evaluation. (TA 6-8-10)

Section 2. PERSONNEL RECORDS

- aA. Materials in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment are to be made available for inspection ~~by the person~~ **to the unit member** involved. Every unit member shall have the right to inspect material in his/her personnel file at any time mutually convenient to the employee and the District. **If desired,** ~~the unit member may be accompanied by a Federation representative if desired,~~ or **may request in writing to allow** a Federation representative ~~may to~~ inspect such materials. ~~individually at the request of the unit member.~~
- ~~bB. By law, such material is not to include ratings, reports, or records (1) which were obtained prior to the employment of the unit member person involved. (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Materials not to be made available to the unit member shall be kept in a separate envelope within the personnel file.~~
- dB. Any complaints made by any person directed toward a unit member deemed serious enough to become a matter of formal record shall be promptly called to the unit member's attention, by copy, and the unit member shall be given an opportunity to respond. The unit member shall acknowledge that ~~such material~~ **any derogatory material or complaint** has been read by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signifies **only** (~~←bolded~~) that the material has been read and does not indicate agreement with its contents.
- fC. ~~The unit member shall have seven ten (7 10) working days from the date he/she receives a copy to respond in writing and to have such comments attached to the material in question. Any derogatory material and/or complaint shall not be~~

placed in the unit member's personnel file prior to ten (10) working days from the date ~~he or she receives a copy~~ it was sent or served. The unit member may respond and have any written response attached to the material and/or complaint to be included in the personnel file. During ~~the~~ this ~~seven (7)~~ ten (10) working day period, the content of material to be added to the personnel files shall be subject to the District Complaint Procedure. (Refer to the District Board Policy and Administrative Regulations.) The content of material in personnel files shall not be subject to Article XIV, Grievance and Arbitration Procedure, of this Agreement.

- D.** The official files (e.g., application, etc.) for all personnel shall be housed and maintained at the District Personnel Human Resources Office, and files containing official evaluations, job-performance related data, directives, complaints, and other personal communications will be located in the appropriate college supervisor's office.

ARTICLE XIII LEAVES WITH PAY

ARTICLE XIII, LEAVES WITH PAY, shall remain unchanged except for the following amendment:

Section 1. SICK LEAVE

Sick leave for a unit member's illness or injury shall be accrued at the rate of one (1) hour of leave for each hour of assignment. If there exists a reasonable belief that abuse of any sick leave has occurred, as a condition of paid sick leave, an employee may be requested to submit a physician's statement or other acceptable verification within five (5) days of a request from the Dean of Instruction. Up to three (3) hours of accrued sick leave may be used each semester for:

- a **A.** eCourt appearance under subpoena or official order as a non-litigant witness; or
- b **B.** **Bereavement** in the case of a death in the immediate family **defined as: mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse or domestic partner and the spouse or domestic partner's 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 stepmother, step-father, step-daughter or step-son. (TA 9-8-10)**

The District may require a statement from a physician verifying fitness to return to duty.

Section 4. MATERNITY LEAVE:

A unit member who is absent from duties because of disability caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom shall have the right to utilize sick leave. To utilize these leave provisions after the delivery date, the employee shall be required, within six (6) weeks post delivery to provide a physician's statement as to the expected length of disability/ability to return to work. Should circumstances cause a re-evaluation of the expected length of disability/ability to return, an additional statement from the physician shall be required.

Leave necessitated by disability caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, and infant care (up to the balance of the semester within which it occurs following childbirth and up to one additional semester), **this will include paternity leave** and any other leave by mutual consent of the Federation and the District, shall not be a voluntary break in service and shall not result in loss of previously accrued seniority. (TA 6-8-10)

ARTICLE XIV GRIEVANCE PROCEDURE

ARTICLE XIV, GRIEVANCE PROCEDURE, shall remain unchanged except for the following amendment:

Section 5. FORMAL LEVEL:

A. Level I:

- (1) Within five (5) work days of the oral response, if the grievance is not resolved, it shall be stated in writing on the "Statement of Grievance" form as provided by the District (and shown as Exhibit "A" of this Agreement), signed by the grievant, and presented to his/her supervisor or designee at the ~~associate~~ dean level or above.

B. Level II:

- (3) The college president, or his/her designee, shall communicate the decision to the grievant in writing within seven (7) days of receiving the appeal. Either the grievant or the college president, or his/her designee, may request a personal conference within the above time limits. ~~The decision of the college president shall be final.~~

C. Level III

- (1) If the grievant is not satisfied with the decision at Level II, he/she may within five (5) days appeal the decision on the appropriate form to the Chancellor, or his/her designee.
- (2) This statement shall include copies of the original grievance and appeal and

written copies of the decisions rendered.

- (3) The Chancellor, or his/her designee, shall communicate his/her decision in writing to the grievant within fifteen (15) days.

D. Level IV--Advisory Arbitration

- (1) Within fifteen (15) work days after receipt of the decision of the Chancellor, the ~~grievant~~ **Federation** may, upon written notice to the ~~other party~~ **Associate Vice Chancellor, Human Resources**, submit the grievance to arbitration under and in accordance with the prevailing rules of the American Arbitration Association. **Only the Federation (exclusive representative) may demand arbitration.**

**ARTICLE XV
COMPENSATION**

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

Section 1. SALARY

~~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

2009-2010 2010-2011 Salary

The salary schedule which was in effect during the ~~2008-2009~~ 2009-2010 school year shall remain in effect for the ~~2009-2010~~ 2010-2011 school year.

Part-Time Faculty "Parity" Stipend (Exhibit _____)

If the District receives additional "parity" monies for the ~~2006-2007~~ ~~2009-2010~~ **2010-2011** 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 ~~2006-2007~~ ~~2009-2010~~ 2010-2011 school year. The distribution shall be based upon the number of part-time/overload Lecture Hour Equivalents (LHE's) in Fall semester ~~2006~~ ~~2009~~ 2010 and Spring semester ~~2007~~ ~~2010~~ 2011 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.

~~Any distribution of monies for that purpose received in the 2007-08~~ ~~2010-11~~ and ~~2008-09~~ ~~2011-2012~~ shall be made in the same manner as set forth above.

SALARY DISPUTE

Any dispute pertaining to the salary provisions contained herein ~~for the 2006-07, 2007-08, and 2008-09 school years~~ is subject to the Grievance Procedure of this Agreement except; however, that only the Federation may bring a grievance concerning such implementation and any such grievance must be filed within ten (10) days of notice from the District of any proposed implementation of these provisions. The District will notify the Federation concerning its calculations pursuant to the salary provisions contained herein. Such notification shall be in writing. If the Federation disagrees with the calculations, it shall notify the District within ten (10) days. Such notice of the disagreement shall include calculations prepared by the Federation. The District may implement its proposed calculations, the proposed calculations from the Federation, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved, by mutual agreement the parties shall agree to reopen negotiations regarding salaries at which time these salary formula provisions shall be of no force or effect. (TA 6-8-10)

AGREEMENT

This Agreement is made and entered into this ____ day of _____, **2011**, between the State Center Community College District and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO covering part-time faculty members.

Signed and entered into this ____ day of _____, **2011**.

STATE CENTER COMMUNITY
COLLEGE DISTRICT

STATE CENTER FEDERATON
OF TEACHERS

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration to Amend 2011-12
Decision Package Recommendations

ITEM NO. 11-30

EXHIBIT: None

Background:

At the April 5, 2011, regularly scheduled meeting, the board of trustees approved the 2011-12 Decision Package totaling \$4.1 million. Staff is now recommending this amount be increased from \$4.1 million to \$4.6 million. The funding will come from unspent prior-year decision package reserves and will be used to acquire goods and services at the colleges and centers specified below.

The revised 2011-12 Decision Package recommendations are based upon allocations to the colleges and centers totaling \$4.6 million as follows:

Fresno City College	\$ 1,615,320
Reedley College	748,440
North Centers	570,780
Districtwide	1,665,460

Recommendation:

It is recommended that the board of trustees approve the 2011-12 Decision Package recommendations as presented.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration to Adopt Resolution of
Intention to Dedicate Right of Way Easement to
Sierra Telephone Company, Oakhurst Center

ITEM NO. 11-31

EXHIBIT: Resolution

Background:

As part of the on-going operation of the Oakhurst Center, a conduit exists in the current roadway that provides the pathway for telephone and data transmission for the campus. Sierra Telephone Company is requesting a right of way easement to operate and maintain the existing conduit pathway. In return, the district must grant a 10-foot wide right of way easement to Sierra Telephone Company. There was a public utility easement in place for this property prior to the district purchasing and developing the Oakhurst Center. This easement was not retained when the campus was developed and a new roadway constructed. Sierra Telephone Company is requesting a new right of way easement to rectify this situation.

State statutes require the district to take action at two separate board meetings. The first action, which the board is being asked to take at the May 3, 2011, meeting, is to adopt a resolution of intention to dedicate right of way easement. The resolution provides public notice that the district will be considering the dedication of a right of way easement to Sierra Telephone Company on June 7, 2011, and that public comment will be solicited prior to the board considering and taking action on the dedication. The second action occurs on June 7, 2011, when the board holds a public hearing regarding the dedication and considers adopting a resolution authorizing dedication of right of way easement. Attached is resolution no. 2011-03 stating the district's intention to dedicate a right of way easement to Sierra Telephone Company. This resolution requires a roll call vote and approval of at least two-thirds majority.

Fiscal Impact:

\$500.00 – One-time payment to the general fund of the district (\$1.00/square foot of pathway)

Recommendation:

It is recommended, upon a roll call vote and approval of at least a 2/3 majority, the board of trustees:

- a) Approve resolution no. 2011-03 signifying the district's intention to dedicate a 10-foot wide right of way easement to Sierra Telephone Company to operate and maintain their conduit pathway for telephone and data transmission at Oakhurst Center; and
- b) Schedule a public hearing for this matter at 4:30 p.m. on Tuesday, June 7, 2011.

**BEFORE THE BOARD OF TRUSTEES
OF THE
STATE CENTER COMMUNITY COLLEGE DISTRICT
FRESNO COUNTY, CALIFORNIA**

In the Matter of Dedicating an Easement)
to the Sierra Telephone Company)
for the Oakhurst Center _____)

RESOLUTION NO. 2011-03

WHEREAS, the State Center Community College District (District) operates the Oakhurst Center on its property located at 40241 Highway 41, Oakhurst; and

WHEREAS, the Sierra Telephone Company (STC) operates and maintains the telephone and data pathways and transmission serving Oakhurst Center; and

WHEREAS, the district and STC have agreed, a part of the college center operation, STC will continue to operate, maintain, and repair the facilities and equipment that transmits telephone and data services to the Oakhurst Center; and

WHEREAS, the district has agreed to grant a 10-foot wide right of way easement to STC as set forth in the proposed right of way easement attached hereto and incorporated herein by this reference as EXHIBIT 1; and

WHEREAS, California Education Code section 81311 provides that before dedicating such easement to STC, this board must adopt, by not less than a 2/3 vote of all its members, a resolution declaring its intention to dedicate such easement, which resolution shall describe the property proposed to be dedicated in such manner to identify it, specify the purposes for which and the terms upon which it will be dedicated, and shall fix a time not less than ten days thereafter for a public meeting of the board to be held at its regular meeting place for public hearing upon the question of making the dedication; and

WHEREAS, the purpose of this resolution is to satisfy the requirements of the education code section referenced above.

NOW, THEREFORE, BE IT RESOLVED, the board of trustees of the State Center Community College District hereby declares its intention to dedicate an easement to STC, the purpose, terms, and description of which are set forth in EXHIBIT 1.

IT IS FURTHER RESOLVED, on June 7, 2011, at 4:30 PM, at its regular place of meeting, this board shall hold a public hearing upon the question of making the proposed dedication of easement to STC.

IT IS FURTHER RESOLVED, the district's chancellor and interim vice chancellor, finance and administration, are authorized and directed to give notice of the adoption of this resolution and of the time and place of holding the meeting and hearing by posting and publishing copies of this resolution as required by law.

The foregoing resolution was adopted by the board of trustees of the State Center Community College District at a regular meeting of the board held on May 3, 2011, by the following vote, to wit:

AYES:
NOES:
ABSENT:

President, Board of Trustees

Secretary, Board of Trustees

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration of Bids, Health Science Parking Lot and Lot F American with Disabilities Act Revisions, Fresno City College

ITEM NO. 11-32

EXHIBIT: None

Background:

Bid # 1011-19 provides the work necessary to add a new student parking lot north of the health science building between San Pablo Avenue and the railroad tracks. The area is currently used as an unimproved parking lot for the Fresno City College campus. The work of this project consists of excavation, grading and demolition of the existing work areas, new asphalt, striping, concrete, electrical, fencing and accessibility improvements, and other related items of work. Additional American with Disabilities Act (ADA) improvements included at lot F, east of the theatre, would convert twelve standard parking spaces into eight accessible spaces, with necessary improvements to the sidewalks. This project was necessitated by the need for additional student parking and improved accessibility at Fresno City College. It is scheduled to be completed prior to the start of the fall 2011 semester and.

Funding will be provided by the capital projects fund. Bids were received from seven contractors as follows:

<u>Bidder</u>	<u>Award Amount</u>
Seal Rite Paving	\$158,069.00
DeAnda Company	\$167,061.00
Dave Christian Construction Co., Inc.	\$169,245.00
Emmett Valley Construction, Inc.	\$173,000.00
H.D. Mathews Demolition & Excavation	\$174,950.00
Central Valley Asphalt	\$179,900.00

ITEM NO. 11-32 (continued)

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Marko Construction Group, Inc.

\$185,566.00

Fiscal Impact:

\$158,069 – Capital Projects Fund

Recommendation:

It is recommended the board of trustees award bid #1011-19 in the amount of \$158,069 to Seal Rite Paving, the lowest responsible bidder for the construction of new student parking lot and lot F ADA revisions at Fresno City College, and authorize the chancellor or interim vice chancellor, finance and administration, to sign an agreement on behalf of the district.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 3, 2011

SUBJECT: Consideration to Appoint Dean of Instruction,
Humanities, Fresno City College

ITEM NO. 11-33

EXHIBIT: None

Background:

The position of Dean of Instruction, Humanities, Fresno City College was posted in December 2010. During the recruitment period, the District received 22 completed applications. The Search Advisory Committee was composed of two administrators, seven academic employees and one classified employee. Six candidates were invited for interview. Three candidates were forwarded to the President of Fresno City College and the Chancellor for interviews. Forums were held for those three candidates on April 28, 2011.

The recommendation is Dr. Jennifer Johnson. Dr. Johnson currently serves as Chair of General Education at West Coast University, North Hollywood, California. Dr. Johnson has been in this position since 2009. Prior to being promoted to Chair of General Education, Dr. Johnson was the Director of General Education for one year. Dr. Johnson also has been an instructor for four years at West Coast University. Prior to entering the educational field Dr. Johnson served as a Communications Director/Coordinator for more than fifteen years for Southern California Pipe Trades Administration Corporation. Dr. Johnson received her Bachelor of Arts Degree in Communication Arts and Sciences from the University of Southern California. She received her Master of Arts in Speech Communication from California State University, Northridge and her Ph.D. in Educational Policy, Planning and Administration from the University of Southern California.

Recommendation:

It is recommended that the Board of Trustees appoint Dr. Jennifer Johnson as Dean of Instruction, Humanities, Fresno City College, with placement on the Management Salary Schedule at Range 62, Step 1 (\$8,929.92/month) effective July 1, 2011.