

MINUTES OF MEETING OF
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
September 7, 2004

- Call to Order A regular meeting of the Board of Trustees of the State Center Community College District was called to order by President William Smith at 4:30 p.m., September 7, 2004, at the District Office Boardroom, 1525 E. Weldon Avenue, Fresno, CA.
- Trustees Present William Smith, President
Isabel Barreras, Secretary
H. Ronald Feaver
Phillip J. Forhan
Dorothy Smith (arrived at 4:34 p.m.)
Leslie Thonesen
Shreya Shah, Student Trustee, FCC
Mayra Gonzalez, Student Trustee, RC
- Trustees Absent Patrick E. Patterson, Vice President
- Also present were:
- Tom Crow, Chancellor, SCCCCD
 Ned Doffoney, President, Fresno City College
 Barbara Hioco, President, Reedley College
 Terry Kershaw, Vice Chancellor-North Centers
 Doug Brinkley, Vice Chancellor-Finance and Administration,
 SCCCCD
 Felix Aquino, Vice Chancellor-Educational Services & Planning
 Randy Rowe, Associate Vice Chancellor-Human Resources,
 SCCCCD
- Introduction of Guests Among the others present, the following signed the guest list:
- Cindy Spring, Executive Secretary to the Chancellor, SCCCCD
 Teresa Patterson, Executive Director-Public and Legislative
 Relations, SCCCCD
 Eileen O'Hare, General Counsel, SCCCCD
 Brian Speece, Associate Vice Chancellor-Business and
 Operations, SCCCCD
 Joan Edwards, Executive Director-Foundation, SCCCCD
 Ron Nishinaka, Academic Senate President and Staff, RC
 Maggie Taylor, Academic Senate President and Staff, FCC
 Zwi Reznik, AFT President and Staff, FCC
 Bill Carr, CSEA Representative and Staff, FCC
 Lisa Maciel, Classified Senate Representative and Staff, RC
 Michael Guerra, College Business Manager, FCC

Introduction of Guests
(continued)

Gene Blackwelder, College Business Manager, RC
Ernie Smith, Associate Dean of Students-Career & Resource
Development, FCC
Tony Cantu, Dean of Instruction, FCC
Randy Vogt, Director of Purchasing, SCCCCD
Ed Eng, Director of Accounting, SCCCCD
Marvin Reyes, Chief of Police, SCCCCD
Cris M. Bremer, Director of Marketing and Communications,
FCC
Patti Van Vleet, Instructor, FCC
Candy Hansen, Coordinator, Center for International Trade
Development
Eve Taylor, FCC
Marilyn Meyer, Associate Dean of Instruction-Business Division,
FCC
David Witte, The Rampage
John Fitzer, Instructor, FCC
Charles Francis, Director, The Training Institute
Robert Fox, Dean of Students, FCC
Jill Minar, Instructor, FCC
Barbara Sausen, Instructor, FCC
Rick Christl, Associate Dean of Instruction-Applied Technology
Division, FCC
Debbi Shapazian, Instructor, FCC
Michael Roberts, Associate Dean of Instruction-Humanities
Division, FCC
Jim Steinberg, The Fresno Bee
Tim Quinn, Retired Faculty, FCC
Jim Ruston, Retired Faculty, FCC
Pam Thomas, Instructor and International Education Coordinator,
FCC
Camilla Colby, Instructor, FCC
Richard Caglia, Public
Natasha Hagopian, RC

Approval of Minutes

The minutes of the Board meeting of August 3, 2004, were presented for approval. A motion was made by Ms. Barreras and seconded by Mr. Forhan to approve the minutes of the August 3, 2004, meeting as presented.

The motion carried by the following vote:

Ayes - 5
Noes - 0
Absent - 2

Delegations, Petitions, and Communications Mr. Bill Carr, on behalf of the nearly five-hundred CSEA employees, expressed appreciation for the prompt approval of the bargaining agreement and payment of the salary increases. He especially thanked the Human Resources and Payroll Departments.

Swearing In of New Student Trustee Dr. Crow administered the Oath of Allegiance to the new Reedley College Student Trustee, Mayra Gonzalez.

Chancellor's Report Dr. Crow stated that he is very pleased that the opening of the new academic year went very smoothly on all of the campuses. The planning and organization that went into assisting students with the problems of a new semester were very evident. Preliminary enrollment figures indicate that the District is up approximately 4% over last Fall. He expressed his appreciation for the hard work that the faculty, classified professionals, students and administration put into the successful start of the new semester.

We were all saddened by the tragic death of the FCC student, Deondrae Mullin, last week. Our deepest sympathies go out to his family and friends. He thanked the District police, classified professionals, faculty, administration and students for their part in responding to the terrible accident. They displayed true professionalism in assisting with traffic, providing support with psychologists and counselors, working with Fresno Police Department in the investigation, and taking care of the media. By this time next year, the underpass project will be complete and, hopefully, we will not be faced with these situations in the future.

Dr. Crow noted that part of tonight's agenda includes approval of the District's budget for 2004-05. Overall, community colleges received a boost over last year's funding. He added that equalization funding was finally included in the allocation from the State. As a low wealth district, SCCCDC will definitely benefit from this new source of funding. Strong fiscal oversight by the Board, and prudent budget management by the campuses and District, have enabled State Center to weather the tough times with minimum cuts to programs and services.

Academic Senate Report Ms. Maggie Taylor, Fresno City College Academic Senate President, expressed the Senate's sadness regarding the student killed in the train accident last week. She reported that Paula Demanett was elected to the position of president-elect for this academic year. The faculty has reported that the use of Web Advisor for dropping "no shows" and the new format for students to add classes have been very successful. In addition, there has

Academic Senate
Report
(continued)

been a good response to the call for faculty to work on the accreditation committees. Overall, the outlook is positive and the Senate looks forward to a productive year.

Classified Senate
Report

Ms. Lisa Maciel, Reedley College Classified Senate President, shared her background with Reedley College and stated that she looks forward to the upcoming year. She reported that over sixty faculty and staff attended the Third Annual Spare the Air Potluck on July 15 in the Staff Dining Room. The event included the kick-off of the recipe contest for the second edition of the Classified Cookbook. To encourage fitness and relieve stress, the Senate is coordinating a Walk America project in which staff and faculty can keep track of the miles they walk, attempting to reach all seventy-seven national parks. Fall semester activities will include a series of Brown Bag Luncheons, the annual Shop 'Til You Drop trip to the Gilroy outlets, the Reedley/North Centers Staff Development Flex Day on November 11, and the Holiday Community Service project. Senators will also be planning the 2005 Classified Professionals Mega Conference that will be held on March 22. The first Senate meeting of the academic year is tomorrow at 1:30 p.m.

International Education
Update

Dr. Felix Aquino, Ms. Candy Hansen and Ms. Pam Thomas provided an update on the District's international education programs.

Ms. Smith stated that she was impressed with the programs and it is good to hear about the creativity of the instructors and that more adults are involved and supporting the programs. She also expressed her concern about outsourcing of jobs.

Mr. Smith added that he is a strong supporter of international education and is very pleased with the direction and expansion the program is taking. It is a real tribute to the faculty and staff.

Consent Agenda
Action

It was moved by Mr. Forhan and seconded by Ms. Smith that the Board of Trustees approve the consent agenda, as presented.

The motion carried by the following vote:

Ayes - 6
Noes - 0
Absent - 1

Employment,
Retirement, and
Professional
Improvement Leave,
Certificated Personnel
[04-154]
Action

approve the certificated personnel recommendations, Items A through D, as presented. (Lists A through D are herewith made a part of these minutes as Appendix I, 04-154).

Employment, Change
of Status, Transfer, and
Retirement, Classified
Personnel
[04-155]
Action

approve classified personnel recommendations, Items A through G, as presented. (Lists A through G are herewith made a part of these minutes as Appendix II, 04-155).

Consideration of
District Membership in
Educational
Organization
[04-156]
Action

approve membership in the Community College League of California (CCLC) for 2004-2005, in the amount of \$23,382.00.

Review of District
Warrants and Checks
[04-157]
Action

review and sign the warrants register for the period July 27, 2004, to August 31, 2004, in the amount of \$14,465,550.94; and

review and sign the check registers for the Fresno City College and Reedley College Co-Curricular Accounts and the Fresno City College and Reedley College Bookstore Accounts for the period July 23, 2004, to August 27, 2004, in the amount of \$2,033,379.71.

Financial Analysis of
Enterprise and Special
Revenue Operations
[04-158]
No Action

Provided as information only.

Budget Transfers and
Adjustments Report
[04-159]
No Action

Provided as information only.

Consideration of
Investment Policy and
Quarterly Performance
Review
[04-160]
Action

approve the investment policy statement for 2004-05 and accept the Quarterly Performance Review, as provided by the County of Fresno, for the quarter ending June 30, 2004.

Consideration to
Approve Voluntary
Payroll Deductions,
2004-05

[04-161]

Action

approve the list of voluntary payroll deductions for 2004-05, as presented.

Consideration to
Appoint Director,
Valley Insurance
Program JPA

[04-162]

Action

appoint Douglas R. Brinkley to the Valley Insurance Program JPA Board of Directors for a two-year term commencing October 1, 2004.

Consideration to
Approve Sale of
Surplus Property

[04-163]

Action

authorize disposal of District surplus property by auction.

Consideration of Claim,
Faud Hasan

[04-164]

Action

reject the claim submitted by Fuad Hasan and direct the Chancellor or Vice Chancellor-Finance and Administration to give written notice of said action to the claimant.

Consideration of Claim,
Acacia Media
Technologies

Corporation

[04-165]

Action

reject the claim submitted by Acacia Media Technologies Corporation and direct the Chancellor or Vice Chancellor-Finance and Administration to give written notice of said action to the claimant.

Consideration to Adopt
Resolution Authorizing
Agreement with

California Department
of Education to
Conduct a Thumbprints

Seminar for Child
Nutrition Personnel,

Cal-Pro-NET Center,
Fresno City College

[04-166]

Action

- a) adopt a resolution 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 to conduct a Thumbprints Seminar for child nutrition personnel, with funding in the amount of \$21,000.00 for the period January 1, 2004, through September 30, 2004; and
- b) authorize the Chancellor or Vice Chancellor-Finance and Administration to sign the agreement on behalf of the District.

Consideration to Adopt Resolution Authorizing Agreement with California Department of Education for Child Nutrition Personnel Training, Cal-Pro-NET Center, Fresno City College
[04-167]
Action

- a) adopt a resolution 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 in the amount of \$175,000.00 to provide child nutrition personnel training for the period January 1, 2004, through September 30, 2004; and
- b) authorize the Chancellor or Vice Chancellor-Finance and Administration to sign the agreement on behalf of the District.

Consideration to Approve Agreement with Clovis Community Development Agency for Construction of 2004-05 Project House
[04-168]
Action

- a) authorize an agreement with the Clovis Community Development Agency (CCDA) for the construction of the 2004-05 project house located at 387 North Phillip Avenue, Clovis, with property and materials in the approximate amount of \$88,000.00 fully funded by the CCDA; and
- b) authorize the Chancellor or Vice Chancellor-Finance and Administration to sign the agreement on behalf of the District.

Consideration of Bids, Custodial Supplies, Districtwide
[04-169]
Action

- a) award Bid #2005-01 to the lowest responsible bidders meeting bid specifications for the purchase of Custodial Supplies Districtwide, as follows:

<u>Bidder</u>	<u>Award Amount</u>
EnviroClean Sanitation Supply	\$41,031.70
Merit Supply	\$18,550.14
Central Supply Company, Inc.	\$16,206.63
San Joaquin Supply	\$ 502.85

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

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

Disclosure of Collective Bargaining Agreement, State Center Federation of Teachers Full-Time Bargaining Unit, and Public Hearing
[04-170]
No Action

Mr. Rowe stated that the terms of the tentative agreement are:

**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 (hereinafter referred to as “District”) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (hereinafter referred to as the

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“Federation”) is effective upon ratification, and shall remain in full force and effect through June 30, **2006**.

ARTICLE V
WAIVER OF BARGAINING

Section 2. BEGINNING NEGOTIATIONS:

This is a closed contract and neither party will be required to negotiate on any item during the term of this contract unless both parties mutually agree to negotiate. Any AFT initial proposal for a successor contract shall be given to the District between January 1, **2006** and June 30, **2006**.

ARTICLE XII
HOURS, WORKLOAD, CLASS SIZE

Section 4. WORK WEEK:

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

Section 6. CALENDAR:

Faculty members may request to schedule a “flex day” at a time other than the date at the beginning spring semester for a specific educationally related activity which is beneficial to the education of students providing such alternate schedule is management approved and within the normal travel and conference budget expenses. Faculty scheduling alternate flex days activities are responsible for the reporting requirements required in regulation.

Section 12. REASSIGNED TIME FOR FACULTY SENATE

- A. The District agrees to provide the Faculty Senates at Fresno City College and Reedley College reassigned time of the equivalent of **1.5 FTE** each for the conduct of faculty senate activities as follows: (1) perform Faculty Senate duties and responsibilities, (2) direct, coordinate or participate in Faculty Senate sub-committees or on-campus or District committees to which the Senate has member appointment rights or programs. Such release time shall be agreed to and scheduled prior to the beginning of each semester.

Section 13. DISTANCE EDUCATION:

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- A. **Definition: Distance Education is a method of instruction where the instructor and student are physically separate for most, if not all, of the instruction. Interaction is mediated by some form of technology, – e.g. audio, video, and computer – that allows for students and the instructor to engage in the educational process.**
- B. **Teaching Load Factor: A unit member teaching distance education course (as designated by the College District) shall receive LHE credit on the ratio of four (4) LHE per three (3) units taught. LGI factors shall apply to distance education courses in the same manner as for traditional courses. Unit members teaching distance education courses must teach at least 40% of their load on campus per semester. The District may allow a unit member to teach less than 40% of their load on campus per semester, providing there is mutual agreement between the immediate supervisor and unit member.**
- D. **Office Hours: Office hours held by unit members teaching a distance education course shall be consistent with the provisions of Article XII, Section 5. OFFICE HOURS.**

ARTICLE XIII FACULTY CONDITIONS

Section 1. EVALUATION OF FACULTY:

TENURE REVIEW/EVALUATION OF CONTRACT EMPLOYEES

- B. **PROCEDURES**
2. **At the request of the evaluatee 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 of the District and the Federation. The District and Federation shall receive input from both the evaluatee and the committee. Except for persons who are in a need to know position, the evaluation process shall be confidential to the extent provided by law. An evaluation committee member may be removed from the committee by the District for a breach**

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of confidentiality or a material breach of the contractual obligations of a committee member. A committee member who is removed shall be replaced in the same manner as committee members are selected.

F. EVALUATION TIMELINE 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 (Typically weeks 1-3 for 9 week courses)
 - b. WEEKS 6 - 13 (Typically weeks 3-7 for 9 week courses)
 - c. WEEKS 14 - 16 (Typically week 8 for 9 week courses)
 - d. WEEKS 17 - 18 (Typically weeks 7-9 for 9 week courses)

G. TIMELINE FOR THIRD CONTRACT EMPLOYEES

1. YEAR 3
 - a. WEEKS 1 - 5 (Typically weeks 1-3 for 9 week courses)
 - b. WEEKS 6 - 13 (Typically weeks 3-7 for 9 week courses)
 - c. WEEKS 14 - 20 (Typically weeks 7-10 for 9 week courses)
 - d. WEEKS 20 - 35 (Typically weeks 10-18 for 9 week courses)
2. YEAR 4
 - a. WEEKS 1 - 5 (Typically weeks 1-3 for 9 week courses)
 - b. WEEK 6 - 13 (Typically weeks 3-7 for 9 week courses)

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- c. WEEK 14 - 15 (Typically weeks 7-8 for 9 week courses)
- d. WEEK 16 - 17 (Typically weeks 8-9 for 9 week courses)

Section 2. EVALUATION OF TENURED FACULTY:

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 member being evaluated from the unit member's department or division (with prior approval from the immediate supervisor, the unit member may offer one or more names for peer review selection from a different department, division, and/or campus).

Section 8. TRANSFER AND REASSIGNMENT:

A voluntary transfer is initiated by the unit member.

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

A unit member may transfer within the District to a vacant faculty position for which he or she is qualified once all of the following conditions occur and are completely satisfied: (a) The request is preliminarily approved by both the department and the immediate supervisor for the department in which the position is available, and is forwarded for approval to the office of the relevant College President/Vice Chancellor North Centers, (b) a suitable replacement for the position being vacated by the applicant is found. Any such transfer shall be considered permanent only upon the completion of each and every condition precedent stated above.

The District reserves the right to open to outside applicants any subsequent full-time position resulting from the transfer.

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**ARTICLE XIV-A
LEAVES WITH PAY**

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

- (10) **A member absent for more than five (5) duty days shall notify their immediate supervisor of his/her approximate return date.**

**ARTICLE XV
INSURANCE PROGRAMS**

Section 1. HEALTH INSURANCE:

C. District Contribution

Effective upon ratification/approval, the District contribution toward the health insurance plans shall not exceed \$652.00 per month per employee.

The 2004-05 District contribution shall be an amount not-to-exceed a maximum monthly contribution of \$717.20 per month per employee.

The 2005-06 District contribution shall be an amount not-to-exceed a maximum monthly contribution of \$803.26 per month per employee.

Section 8. IRC Section 125 Plan

An IRC section 125 Plan shall be implemented in accordance with Governmental rules and regulations for full-time faculty for premium conversion, medical reimbursement and dependent care made available by the College District. 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 section 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 Federation thereof and to cooperate as reasonably necessary for the defense or settlement of such action.

**ARTICLE XVII
COMPENSATION**

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Section 1. SALARY

2003-2004 Salary

The salary schedule which was in effect during the 2002-2003 school year shall remain in effect for the 2003-2004 school year. The District shall provide to each bargaining unit member who was in paid work status on May 21, 2004, a one-time non-repetitive (off schedule) stipend in the amount of \$206.00.

2004-05 Salary

Effective July 1, 2004, the District shall provide for the 2004-2005 school year an increase equivalent to the Statutory Cost-of-Living Adjustment to each cell of the salary schedule in effect during the 2003-04 school year for unit members. In addition, as the District has met or exceeded the funded growth targets in credit and non-credit instruction for the 2003-2004 year according to the Second Principal Apportionment Report (P2) the District will increase each cell of the 2004-2005 salary schedule by an additional 1%.

2005-2006 Salary

Effective July 1, 2005, the District shall provide for the 2005-2006 school year an increase equivalent to the Statutory Cost-of-Living Adjustment to each cell of the salary schedule in effect during the 2004-05 school year for unit members. In addition, if the District exceeds the Second Principal Apportionment Report (P2) for the previous year's actual credit FTES by 3% (for a total of 24,793, an increase of 722 over the previous year) the District will increase each cell of the 2004-2005 salary schedule by an additional 1% effective July 1, 2005. If the actual credit FTES growth is less than 3%, the 1% increase will only be paid in the same ratio the actual growth bears to 3%.

Part-Time (Adjunct) Teaching Credit for Initial Placement on the Salary Schedule

Effective July 1, 2004, initial placement on the salary schedule shall include part-time (adjunct) teaching credit at any post secondary institutions which are accredited by the

appropriate regional accreditation agency at the time the teaching experience occurs, and must be verified by official

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documentation.

For each accumulated amount of thirty (30) lecture hour equivalents (LHE) one (1) year of placement shall be credited on the initial placement of the salary schedule up to a maximum of four (4) years. In no event shall placement exceed step 6 when part-time teaching experience is combined with full-time teaching experience. Example: A part-time faculty member who has taught 3.3 semesters at 9 LHE would be initially placed at Step 2.

ARTICLE XVIII RETIREMENT AND RETIREES

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 **2004** but no later than January 2, **2005**, or who chooses to retire at the end of Spring term **2005** but no later than June 30, **2005**. Faculty members in addition to paragraphs A, B and C above, must also have 15 years with the District to be eligible for this incentive. Faculty members planning to retire during **2004-05** must submit their letter of intent to the District no later than **October 8, 2004** for retirement at the end of Fall 2004 semester **2004-05**, and **November 15, 2004** for retirement at the end of Spring semester, **2005**.

- 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, 2005** and shall thereafter not be considered a status quo by the parties.

ARTICLE XIX INTELLECTUAL PROPERTY RIGHTS

1.0 Purpose

The District and the Federation have a mutual interest in establishing an environment that fosters and encourages the creativity of individual unit members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to certain works that may be created by unit members.

2.0 Definitions

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- 2.1 “Works” means any material that is eligible for copyright protection under the laws of the United States including but not limited to books, articles, dramatic and musical compositions, poetry, instructional materials (e.g. syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g. scientific, logical, opinion, or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreographic works and pictorial or graphic works fixed in any tangible medium or expression.**
- 2.2 “Copyright Rights” shall include all rights recognized under Section 106 of the Copyright Act of 1976, as amended.**
- 2.3 “Work for Hire” shall have the same meaning as provided under Section 101 of the Copyright Act of 1976 as amended:**
- a. A District supported work prepared within the scope of employment.**
- “District Supported Work” shall mean a work produced that is the result of the unit member having received appreciable amounts of additional District support beyond that normally provided by the District in the performance of the member’s assignment. District supported work does not include works made in the course of the unit member’s independent efforts.**
- b. A work specifically ordered or commissioned if the parties expressly agree in a written instrument signed by them that the work shall be considered a work for hire.**
- 2.4 “Independent Efforts” shall mean that the ideas for the work came from the unit member; the work was not made with appreciable amounts of additional district support beyond that normally provided by the district in the**

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**performance of the unit member’s assignment;
and the district is not responsible for the
opinions expressed in the work by the author.**

- 2.5 “License” means permission to use a work. An exclusive license gives the copyright owner sole permission to claim the work. A “non-exclusive license” is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.**

3.0 Copyright

3.1 Rights

Copyright rights of the unit members

The copyrights to works created by a unit member as independent efforts (as defined in section 2.4) shall be owned by him/her, even if those works are created in connection with courses they teach or other duties they perform as unit members while they are employed by the District and in connection with their employment.

Copyright rights of the District

The District will own the copyright to any work created as a “work for hire” in accordance with the contractual definition. Any subsequent work created by the unit member as an independent effort that is related to the work for hire shall be the property of the unit member.

The unit member who created the “work for hire” shall have an option to acquire the work’s copyright by paying the District an amount of money agreed upon by the District and the unit member.

3.2 Non-exclusive license

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Unit members in the performance of their normally assigned duties shall have a non-exclusive license to use works they created whose copyrights are owned by the District in the following ways: (1) to reproduce such works; (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by web casting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions). Unit members may do these things themselves, but may not authorize them to be done by others unless they first obtain the written consent of the District.

3.3 Exclusive License

Unit members shall have exclusive license to works owned by them but may through their written permission provide a non-exclusive license to the District or to other unit members to use the work in a manner prescribed in the written permission by the unit members who own the works.

If the work is considered a “Work for Hire,” the copyright shall be owned by the District and may be assigned or licensed by the District without the consent or permission of the unit member.

3.4 The District and the unit member may enter into any other arrangement regarding the exercise of copyright in such works as may be agreeable to both parties, including licensing, releasing or assignment back to the employee the full copyrights in said works. Such agreements shall be in writing. (See Appendix for sample “Agreement to Purchase District Copyright.”)

4.0 Rights of Departing Unit Members

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If a departing instructor owns the copyright of a program that the District desires to continue, the District shall pay the departing instructor the market value price for obtaining the non-exclusive right of usage for the program or an otherwise mutually agreed upon price.

5.0 Recording of Course Sessions

By mutual agreement of the instructor and College President or designee, district education course sessions may be video taped.

Mr. Rowe stated that at this time it is appropriate to open the meeting for input from the public relative to the settlement. Following the opportunity for public input, no action is necessary as the proposal will be considered in closed session. Also included is the disclosure of the collective bargaining agreement as required by law. The cost for the 2003-04 stipends is \$96,000.00. The estimated cost for benefits for 2004-05 is \$365,000.00 and 2005-06 is \$481,000.00. The estimated cost for salary for 2004-05 is \$1,221,000 and for 2005-06 is \$1,242,000.00.

Mr. Smith opened the public hearing at 5:17 p.m. There being no comment from the public, the hearing was closed at 5:18 p.m.

Public Hearing

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Unit, and Public
Hearing
[04-171]
No Action

Mr. Rowe stated that the Terms of the tentative agreement are:

ARTICLE V
WAIVER OF BARGAINING

Section 3. Reopener Negotiations

There shall be no reopener negotiations for the 2004-2005 school year.

ARTICLE XV
COMPENSATION

2003-2004 Salary:

The salary schedule which was in effect during the 2002-2003 school year shall remain in effect during the 2003-2004 school year and compensation is herewith paid to eligible part-time/overload faculty for Fall semester 2003-2004 and Spring semester 2003-2004 in accordance with a memorandum of understanding entered into and executed February 18, 2004.

Disclosure of

Collective Bargaining Agreement, State Center Federation of Teachers Part-Time Bargaining Unit, and Public Hearing [04-171]
No Action
 (continued)

The MOU provides one-time, non-repetitive, off-schedule monies to the bargaining unit in the approximate amount of \$1,105,044.00 in an effort to make part-time faculty compensation more comparable to full-time faculty compensation for similar work.

2004-2005 Salary:

Step 4 shall be added to the lecture and lab Schedule “C” salary schedule effective the beginning of Fall semester 2004 as follows:

	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>
LEC Step 4	34.69	38.74	40.77	42.77	44.90
LAB Step 4	29.47	32.92	34.69	36.36	38.19

2004-05 Salary

Effective August 12, 2004, the District shall provide for the 2004-2005 school year an increase equivalent to the Statutory Cost-of-Living Adjustment to each cell of the salary schedule in effect during the 2003-04 school year for unit members. In addition, as the District has met or exceeded the funded growth targets in credit and non-credit instruction for the 2003-2004 year according to the Second Principal Apportionment Report (P2) the District will increase each cell of the 2004-2005 salary schedule by an additional 1%.

“Parity” Stipend

If the District receives additional “parity” monies for the 2004-2005 school year pursuant to the 2005 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 2005 Budget Act shall be made to part-time/overload faculty on a one-time non-repetitive (off schedule) basis for the 2004-2005 school year. The distribution shall be based upon the number of part-time/overload Lecture Hour Equivalents (LHE’s) in Fall semester 2004 and Spring semester 2005 in a manner consistent with the 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.

Disclosure of

Mr. Rowe stated that at this time it is appropriate to open the

Collective Bargaining Agreement, State Center Federation of Teachers Part-Time Bargaining Unit, and Public Hearing [04-171]
No Action
(continued)

meeting for input from the public relative to the settlement. Following the opportunity for public input, no action is necessary as the proposal will be considered in closed session. Also included is the disclosure of the collective bargaining agreement as required by law. The estimated cost for the 3.41% salary increase and the addition of a lecture and lab fourth step to Schedule C for 2004-05 is \$551,000.00 to be paid from general funds. The estimated cost for the parity pay stipends is \$1,105,000.00 to be paid from one-time funds from the state.

Public Hearing

Mr. Smith opened the public hearing at 5:21 p.m. There being no comment from the public, the hearing was closed at 5:22 p.m.

Public Hearing and Final Adoption of 2004-05 Budget [04-172]

Mr. Brinkley provided a PowerPoint presentation on the proposed 2004-05 Final Budget.

Mr. Forhan questioned that with the reduction in PFE funds, are certain performance standards still required or have they been discontinued. Dr. Crow advised that the District will continue with its current practice of PFE requirements until told differently by the State.

Mr. Thonesen asked if there had been a reduction in workers' compensation premiums.

Mr. Forhan inquired if there were funds set aside for retiree health care and if a line item is anticipated for next year's budget.

Mr. Smith expressed his concern regarding LAN/WAN projects and the need for the District to become wireless. Mr. Brinkley stated that he will ask Ms. Vikki Piper, Information Systems Manager, to provide a report on this issue.

Public Hearing

Mr. Smith opened the public hearing at 5:43 p.m. There being no comment from the public, the hearing was closed at 5:44 p.m.

Action

A motion was made by Ms. Barreras and seconded by Ms. Shah that the Board of Trustees adopt the 2004-05 General Fund Budget, Capital Outlay Projects Fund Budget, and the Other Funds and Accounts Budget, as presented.

The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration of Bids,

A motion was made by Mr. Forhan and seconded by

Furnish and Install
Standby Generator,
LAN/WAN Phase IV-
B, District Office
[04-173]
Action

Mr. Thonesen that the Board of Trustees award Bid #0405-06 in the amount of \$95,700.00 to the Electric Motor Shop, the lowest responsible bidder, to furnish and Install Standby Generator, LAN/WAN Phase IV-B, District Office, and authorize the Chancellor or Vice Chancellor-Finance and Administration to sign an agreement on behalf of the District.

The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration of Bids,
Roofing Project,
Various Buildings,
Fresno City College
[04-174]
Action

A motion was made by Ms. Smith and seconded by Mr. Forhan that the Board of Trustees award Bid #0405-05 in the amount of \$190,450.00 to Graham Prewett, Inc., the lowest responsible bidder for the Roofing Project, Various Buildings, at Fresno City College, and authorize the Chancellor or Vice Chancellor-Finance and Administration to sign an agreement on behalf of the District.

The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Acknowledgment of
Quarterly Financial
Status Report
[04-175]
Action

A motion was made by Ms. Shah and seconded by Ms. Smith that the Board of Trustees acknowledge the Quarterly Financial Status Report (CCFS-311Q) as presented.

The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration to
Authorize Replacement
of Student Trustee,
Citizens' Bond
Oversight Committee
[04-176]
Action

A motion was made by Ms. Smith and seconded by Mr. Feaver that the Board of Trustees authorize Shreya Shah to replace George Kutnerian as the student representative on the Citizens' Bond Oversight Committee effective September 7, 2004, through June 30, 2006.

The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration to Adopt an Internal Revenue Code (IRC) Section 125 Flexible Fringe Benefits Plan for State Center Community College District/SCFT [04-177]

Action

A motion was made by Mr. Forhan and seconded by Mr. Feaver that the Board of Trustees adopt an Internal Revenue Code (IRC) Section 125 Flexible Fringe Benefits Plan for State Center Community College District for the employee group commonly known as SCFT to become effective October 1, 2004.

The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration to Approve Resolution Authorizing State Center Community College District to Implement an IRC Section 125 Plan for SCFT and American Fidelity Assurance Company to Act as Plan Administrator [04-178]

Action

A motion was made by Mr. Forhan and seconded by Mr. Feaver that the Board of Trustees approve a Resolution:

- a) authorizing State Center Community College District to implement the Internal Revenue Code (IRC) Section 125 Fringe Benefits Plan; and
- b) authorizing American Fidelity Assurance Company to act as the Plan Administrator and record keeper for SCFT.

The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration to Select Project Architect, Southeast Site [04-179]

Action

Mr. Forhan stated that at one time he represented the Board on this committee. He respects the process; however, he suggests that the District does not duplicate spaceships floating in cement. He would like to see a more traditional environment, as the students are working students, are there to get an education, and are not interested in building design.

Mr. Smith noted that the Chancellor had talked with him on this matter and the Chancellor is in agreement.

A motion was made by Ms. Barreras and seconded by Mr. Thonesen that the Board of Trustees authorize an agreement with Phillips Metsch Sweeney Moore Architects as the Project Architect for the Southeast Center and authorize the Chancellor or Vice Chancellor-Finance and Administration to sign an agreement on behalf of the District.

The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Board Reports

Ms. Mayra Gonzalez, Reedley College Student Trustee, stated that she is excited to be the new student trustee. She reported on the various back to school activities, the sale of ASB cards, and preparations being made for Homecoming.

Ms. Shreya Shah, Fresno City College Student Trustee, reported on the wreath ceremony held last Friday for the student killed in the train accident, Welcome Week activities, Vendor Faire, and the Scholarship Reception. September activities include Hispanic Heritage Day, RamBurger Roundup, College Night, Mexican Independence Day, and the FCC versus San Francisco football game on September 18.

Mr. Forhan noted that earlier this afternoon he received from Dr. Carolyn Drake a report from the California Board of Registered Nursing. The report noted the prerequisites to become a RN and that SCCCD had more students take the test (161 students) than any other college in the state, and 86.34% of the students passed. This is compared to CSU Fresno with 94 students taking the test and a passing rate of 82.98%. Mr. Forhan expressed his appreciation to Dr. Drake and the job she is doing with the nursing program.

Ms. Barreras reported that she attended an Association of Community College Trustees (ACCT) workshop during the summer regarding the Environmental Scanning Initiative Survey. The national survey will be released in October and the District will be part of the survey. The survey referred to sensitivity of global affairs.

Old Business

Ms. Smith questioned why the Presidents were no longer giving oral reports at the board meetings, as there is information that should be shared with those in attendance.

Future Agenda Items

Mr. Smith stated he would like to see an IRC 529 Plan for deferment of education expenses implemented.

Delegations, Petitions,
and Communications

There were no delegations, petitions, and communications.

Closed Session

Mr. Smith stated that the Board, in closed session, will be discussing:

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

CONFERENCE WITH LABOR NEGOTIATOR [SCFT Full-
Time and Part-Time Faculty Bargaining Units], Randy Rowe,
Pursuant to Government Code Section 54957.6

Closed Session
(continued)

CONFERENCE WITH LABOR NEGOTIATOR [Unrepresented Employees: Management/Confidential]; Tom Crow, Pursuant to Government Code Section 54957.6

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT,
Pursuant to Government Code Section 54957
Title: Interim Associate Dean of Instruction – Learning
Resources Center, Fresno City College

CONFERENCE WITH REAL PROPERTY NEGOTIATORS,
Pursuant to Government Code Section 54956.8, Southeast Site
Property: Parcel Numbers 481 020 01, 481 020 31, 481 020 47,
481 090 27, 481 090 28, 481 120 03, 481 120 04, 481 050 03, 481
050 05, 481 050 06, 481 050 07, 316 021 11, 316 021 10, 316 160
12, 316 160 36, 316 160 43, 316 160 61, 316 160 59, 316 160 40,
316 021 19, 316 021 20, 316 021 21, 316 021 23, 316 021 54, 316
021 55, 316 021 56, 316 021 57, 316 021 58, 316 160 20, 316 160
33, 316 160 46, 316 160 62, 316 160 63, 316 160 65, 316 160 71,
316 160 72, 316 021 26, 316 021 27, 316 021 28, 316 021 29, 316
021 30, 316 021 42, 316 021 43, 316 051 2, 316 051 3, 316 051 4,
316 051 5, 316 051 6, 316 051 8, 316 051 9, 316 051 17, 316 051
18, 316 051 19, 316 051 20, 316 051 21, 316 051 22, 316 051 7,
316 051 10, 316 051 11, 316 051 9, 316 051 15, 316 051 12, 316
051 13, 316 051 14, 316 051 23, 316 051 24, 316 051 26, 316 051
27, 316 051 28, 316 04 05, 316 04 46, 316 04 47, 316 04 48, 316
04 58, 316 04 69, 316 04 72

Agency Negotiator: Douglas R. Brinkley, Vice Chancellor-
Finance and Administration

Negotiating Parties: To be determined

Under Negotiation: To be determined

Mr. Smith declared a recess at 6:04 p.m.

Open Session

The Board moved into open session at 6:46 p.m.

Report of Closed
Session

Mr. Smith reported that the Board, in closed session:

- Gave direction to its chief labor negotiator regarding full-time and part-time faculty negotiations
- Gave direction to its chief labor negotiator for unrepresented employees – management and confidential
- Discussed the appointment of the Interim Associate Dean, Learning Resources Center, Fresno City College. No action was taken in closed session.
- Gave direction to its real property negotiator regarding the southeast site.

Consideration to
Appoint Interim
Associate Dean of
Instruction – Learning
Resources Center,
Fresno City College
[04-180]
Action

A motion was made by Ms. Smith and seconded by Ms. Barreras that the Board of Trustees appoint Deborah Ikeda as Interim Associate Dean of Instruction – Learning Resources Center, Fresno City College, effective September 8, 2004, with a monthly salary of \$9,640.17.

The motion carried by the following vote:

Ayes - 6
Noes - 0
Absent - 1

Ratification of
Collective Bargaining
Agreement, State
Center Federation of
Teachers Full-Time
Bargaining Unit
Action

A motion was made by Ms. Barreras and seconded by Mr. Thonesen that the Board of Trustees ratify the Collective Bargaining Agreement with the State Center Federation of Teachers Full-Time Bargaining Unit on the terms presented in the proposal earlier this evening. The term of the agreement is for three years, July 1, 2003, through June 30, 2006.

The motion carried by the following vote:

Ayes - 6
Noes - 0
Absent - 1

Ratification of
Collective Bargaining
Agreement Reopeners,
State Center Federation
of Teachers Part-Time
Faculty Bargaining
Unit
Action

A motion was made by Ms. Barreras and seconded by Mr. Thonesen that the Board of Trustees ratify the Collective Bargaining Agreement Reopeners with the State Center Federation of Teachers Part-Time Faculty Bargaining Unit on the terms presented in the proposal earlier this evening. The term of the agreement is for two years, July 1, 2003, through June 30, 2005.

The motion carried by the following vote:

Ayes - 6
Noes - 0
Absent - 1

Consideration of Salary
Adjustment for
Unrepresented
Employees,
Management and
Confidential
Action

A motion was made by Ms. Smith and seconded by Mr. Feaver that the Board of Trustees adjust the salary for unrepresented employees – management and confidential, to the same percentage (3.41%) received by the California School Employees Association and the State Center Federation of Teachers Full-Time and Part-Time Bargaining Units, effective July 1, 2004, through June 30, 2005.

Consideration of Salary
Adjustment for
Unrepresented
Employees,
Management and
Confidential
Action
(continued)

The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Adjournment

The meeting was adjourned at 6:49 p.m. by the unanimous consent of the Board.

Isabel Barreras, Secretary, Board of Trustees
State Center Community College District

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