

Regular Meeting
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
1525 E. Weldon Avenue
Fresno, CA 93704
4:30 p.m., November 7, 2006

- I. Call to Order
- II. Pledge of Allegiance
- III. Introduction of Guests
- IV. Approval of Minutes, Meeting of October 3, 2006
- V. Delegations, Petitions, and Communications [see footnote, Page 3]
- VI. Reports of Chancellor and Staff

A. PRESENTATIONS

- 1. Chancellor's Report Tom Crow
- 2. Campus Reports Tony Cantu, FCC
Barbara Hioco, RC
Terry Kershaw, NC
- 3. Academic Senate Report Rick Santos, FCC
- 4. Classified Senate Report Lois Williams, RC
- 5. Workforce Development Summit Tom Crow
Teresa Patterson

- B. CONSIDERATION OF CONSENT AGENDA [06-42HR through 06-44HR]
[06-132G through 06-141G]

C. HUMAN RESOURCES

- 1. Disclosure of Collective Bargaining Agreement, SCFT Full-time Bargaining Unit, and Public Hearing [06-58] Randy Rowe
- 2. Disclosure of Collective Bargaining Agreement, SCFT Part-time Bargaining Unit, and Public Hearing [06-59] Randy Rowe

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| 3. Disclosure of Collective Bargaining Agreement, CSEA Bargaining Unit, and Public Hearing | [06-60] | Randy Rowe |
| 4. Public Hearing, Proposed Amendments to Board Policy 4340/9240, Conflict of Interest Code | [06-61] | Randy Rowe |

D. GENERAL

- | | | |
|--|---------|---------------|
| 5. Acknowledgement of Quarterly Financial Status Report, General Fund | [06-62] | Doug Brinkley |
| 6. Consideration to Authorize Agreement for Pouring Rights, Districtwide | [06-63] | Doug Brinkley |
| 7. Consideration to Authorize Agreement with Consultant for Hazardous Material Survey and Inspection, Old Administration Building, Fresno City College | [06-64] | Doug Brinkley |

VII. Reports of Board Members

VIII. Old Business

IX. Future Agenda Items

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

XI. Closed Session

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

B. CONFERENCE WITH LABOR NEGOTIATOR [SCFT Part-time Faculty Bargaining Unit; SCFT Full-time Faculty Bargaining Unit; California School Employees Association Bargaining Unit]; Confidential Employees; Randy Rowe, Pursuant to Government Code Section 54957.6

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government Code Section 54956.8, Southeast Site
Property: Parcel Numbers 316 040 48 and 316 040 72
Agency Negotiator: Douglas R. Brinkley, Vice Chancellor-Finance and Administration
Negotiating Parties: Parga Partners Limited Partnership
Under Negotiation: Price and Terms of Payment

D. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION,
Pursuant to Government Code Section 564956.9(a)

Name of Case: Golden Bear, Inc. v. American Property Holdings and
State Center Community College District;
Fresno County Superior Court Case Number 04CECG0179SJK

E. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION,
Significant exposure to litigation pursuant to Government Code Section 54956.9,
Subdivision (b)(3)(A): One Potential Case

F. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION,
Significant exposure to litigation pursuant to Government Code Section 54956.9,
Subdivision (b)(3)(A): One Potential Case

XII. Open Session

- A. Ratification of Collective Bargaining Agreement, SCFT Full-time
Bargaining Unit Local 1522, CFT/AFT, CIO/AFL
- B. Ratification of Collective Bargaining Agreement, SCFT Part-time
Bargaining Unit Local 1522, CFT/AFT, CIO/AFL
- C. Ratification of Collective Bargaining Agreement, CSEA, Chapter No. 379
- D. Consideration of Salary and Benefit Adjustment for Unrepresented Employees,
Confidential

XIII. Adjournment

The Board chairperson, under Board Policy 2350, has set a limit of three minutes each for those who wish to address the Board. General comments will be heard under Agenda Section Delegations, Petitions and Communications at the beginning of the meeting. Those who wish to speak to items to be considered in Closed Session will be given the opportunity to do so following the completion of the open agenda and just prior to the Board's going into Closed Session. Individuals wishing to address the Board should fill out a Request Form and file it with the Associate Vice Chancellor-Human Resources Randy Rowe, at the beginning of the meeting.

Any person with a disability may request this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Jan Krueger, Executive Secretary to the Chancellor, 1525 E. Weldon Avenue, Fresno, CA 93704, (559) 244-5901, 8:00 a.m. to 5:00 p.m., Monday – Friday, at least 48 hours before the meeting.

CONSENT AGENDA
BOARD OF TRUSTEES MEETING
November 7, 2006

HUMAN RESOURCES

1. Employment, Retirement, Resignation, Academic Personnel [06-42HR]
2. Employment, Promotion, Change of Status, Transfer, Leave of Absence, Resignation, and Retirement, Classified Personnel [06-43HR]
3. Consideration to Approve Resolution to Eliminate Vacant Instructional Technician-General Science Position and Add Instructional Technician-Biological Science Position, Reedley College [06-44HR]

GENERAL

4. Consideration to Adopt Resolution Scheduling Date and Time for Organizational Meeting of the Board of Trustees [06-132G]
5. Review of District Warrants and Checks [06-133G]
6. Financial Analysis of Enterprise and Special Revenue Operations [06-134G]
7. Consideration to Approve Quarterly Budget Transfers and Adjustments Report [06-135G]
8. Consideration of Claim, Pamella Thomas [06-136G]
9. Consideration to Authorize Agreement with California Department of Education for Child Development Center Instructional Materials and Supplies, Fresno City College [06-137G]
10. Consideration to Accept Grant from Valley CAN (Clean Air Now) for Portable Scan Tool Diagnostic Equipment, Fresno City College [06-138G]
11. Consideration to Adopt Resolution Authorizing Agreement with the California Department of Education for the Infant and Toddler Child Care Resource Program, Fresno City College [06-139G]
12. Consideration to Authorize Amendment to Agreement with Long Beach Community College District to Co-direct Western Agriculture Trade Association Export Readiness Training Program, Center for International Trade Development [06-140G]
13. Consideration to Authorize Agreement with Tegrity, Inc., Reedley College and North Centers [06-141G]

MINUTES OF MEETING OF
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
October 3, 2006

- Call to Order A regular meeting of the Board of Trustees of the State Center Community College District was called to order by President Les Thonesen at 4:30 p.m., October 3, 2006, at the Madera South High School Cafeteria/Multipurpose Building, 26433 Avenue 13, Madera, CA.
- Trustees Present Leslie W. Thonesen, President
Isabel Barreras, Vice President
Dorothy Smith, Secretary (arrived at 4:44 p.m.)
H. Ronald Feaver
Phillip J. Forhan
William J. Smith
Kate Blanco, Student Trustee, Fresno City College
Edward Rea, Student Trustee, Reedley College
- Trustees Absent Patrick E. Patterson
- Also present were:
Tom Crow, Chancellor, SCCCCD
Doug Brinkley, Vice Chancellor-Finance and Administration, SCCCCD
Ned Doffoney, President, Fresno City College
Barbara Hioco, President, Reedley College
Terry Kershaw, Vice Chancellor-North Centers
Felix Aquino, Vice Chancellor-Educational Services and Planning, SCCCCD
Randy Rowe, Associate Vice Chancellor-Human Resources, SCCCCD
- Introduction of Guests Among the others present, the following signed the guest list:
Jan Krueger, Executive Secretary to the Chancellor, SCCCCD
Larry Dickson, CSEA and Classified Staff, FCC
Michael Guerra, Vice President-Administrative Services, FCC
Gene Blackwelder, Vice President-Administrative Services, RC
Brian Speece, Associate Vice Chancellor-Business and Operations, SCCCCD
Eileen O'Hare, General Counsel, SCCCCD
Norma Kaser, Faculty, NC
Ron Nishinaka, Academic Senate President and Faculty, RC
Rick Santos, Academic Senate President and Faculty, FCC

Introduction of Guests
(continued)

Zwi Reznik, SCFT President and Faculty, FCC
Randall Vogt, Purchasing Manager, DO
Cris M. Bremer, Director of Marketing/Communications, FCC
Janell Mendoza, Associate College Business Manager, NC
Lydia Whisenhunt, Secretary to the Vice Chancellor, NC
Mike Rivard, Principal, Madera South High School
Jim Chin, Dean of Instruction, NC
Chuck Leavitt, LAFCO
Richard Larson, Dean of Instruction, RC
Sally Frazier, Madera County Office of Education
Cyndy Dolph, Madera County Office of Education
Ozzy DeLuna, Madera County Office of Education
Amparo DeAnda, Associate Superintendent, Madera Unified
School District
Robert Chavez, CAO, Madera Unified School District
Genie Betts for Assemblyman Dave Cogdill, Senator Poochigian
Al Galvez, PG&E
Rochele Noblett, President, State Center Community College
Foundation
Larry Risinger, Superintendent, Madera Unified School District
Ismael Serrano, CEP, UC Merced,
Bill Carr, Classified Staff, FCC
John Frye, Madera Community Hospital
Mary Farrell, Madera Community Hospital
Duane E. Furman
Mike Westley, Madera Unified School District Trustee
Ron Manfredi, City of Kerman
Darren Cousineau, OHS Officer, FCC
Jennifer Mindt, Madera Chamber of Commerce
Debi Bray, Madera Chamber of Commerce
Lisa Maciel, Classified Staff and CSEA, RC
Loren Palsgaard, Faculty, MC
Sheryl Young-Manning, Faculty, NC
Jeff Tannen, Faculty, NC
Jeff Burdick, Faculty, NC
Deborah Ikeda, Vice President of Instruction and Student
Services, NC

Approval of Minutes

The minutes of the Board meeting of September 5, 2006, were presented for approval. A motion was made by Mr. Smith and seconded by Mr. Feaver to approve the minutes of the September 5, 2006, meeting as presented. The motion carried by the following vote:

Ayes	-	5
Noes	-	0
Absent	-	2 (Patterson, D. Smith)

Delegations, Petitions,
and Communications

None.

Introduction of Special
Guests

Isabel Barreras recognized several guests from the Madera area.

Mr. Thonesen and Ms. Barreras introduced Mr. Mike Westley, Madera Unified School Board Trustee, and Madera Unified School District Superintendent Larry Risinger. Ms Barreras and Mr. Thonesen presented Mr. Westley and Mr. Risinger with a plaque on behalf of the State Center Community College District to express appreciation for the continued support by the Madera Unified School District.

Chancellor's Report

Dr. Crow thanked Madera South High School and Madera Unified for hosting the October Board meeting. He stated that through the partnership between SCCC and Madera Unified, SCCC has been able to provide educational opportunities for the residents of Madera that might not have otherwise been available. He also thanked Trustee Barreras for her leadership in bringing the SCCC Board meeting to Madera South High School.

Dr. Crow reported the following:

- On September 26, the District hosted an informative forum for SCCC trustee candidates. Doug Brinkley, Ned Doffoney, Barbara Hioco, Terry Kershaw and Tom Crow met with a candidate for a SCCC trustee position. The candidate was provided with an overview of the District.
- At this meeting the Board would be presented a resolution for consideration to support Proposition ID, the Higher Education Facilities Bond. If passed at the November 7 election, Prop ID would bring approximately \$19 million to the District and more specifically, to the Willow/International Center.
- Congratulations were extended to President Barbara Hioco and her staff as they celebrate the 80th anniversary of Reedley College. On September 28, the college held a well-attended open house ceremony that included tours of new classrooms and facilities. Trustee Les Thonesen represented the Board of Trustees.
- Congratulations were also extended to those participating in Fresno County's 150th birthday celebration. The District was well represented in the Sesquicentennial Parade on Saturday, September 30 in downtown Fresno. Each campus contributed to the festivities by designing custom floats for the parade, including a replica of the Old Administration Building (OAB).

Chancellor's Report
(continued)

- The OAB internal campaign is in full swing and building momentum. On October 27, the campaign will host a jazz concert inside the OAB courtyards. An ad for the external campaign was placed in the 150th Fresno County anniversary magazine.
- The SCCCD Workforce Development Summit is scheduled for October 26. Dr. Crow said that there has been a lot of interest in the summit so far, with considerable interest from the RJI, WIB, and the business community at large. He regards this event as a wonderful opportunity to gather input from stakeholders and to make improvements in how SCCCD can provide vocational education in the valley.

Campus Reports

Dr. Kershaw reported the following from the North Centers:

- The North Centers participated in the Madera District Fair and in College Night at the Fresno Convention Center.
- A community forum/educational summit was held at the Madera Center on September 21.
- The Oakhurst Center is now equipped with wireless technology, and technology upgrades in all classrooms.
- Jorge Lupercio, a full-time student concurrently enrolled at Madera and Clovis Centers, has been nominated to represent the North Centers as a USDA Student Ambassador at the 20th Annual Hispanic Association of Colleges and Universities (HACU) conference in San Antonio, Texas.

Dr. Doffoney reported the following from Fresno City College:

- Fresno City College is participating in the Fresno County Sesquicentennial Celebration with two parade float entries, the concert band played at the Courthouse Park, and a photo display at the Fresno Fair including photos of the Old Administration Building.
- Two featured speakers for the FCC Speakers Forum are Ethan Bronner, *New York Times* deputy foreign editor; and Ruben Navarrette, Jr., syndicated columnist.
- Notification has been received of continued funding for the Educational Talent Search (ETS) program.
- The AM 1550 Sporting News Radio contract has been renewed to broadcast 35 Fresno City College intercollegiate athletic events during the 2006-07 academic year.
- Art Space Gallery has a new art exhibit entitled, "Bloodline," featuring Fresno City College photography instructor Steve Dzerigian and relatives.
- A Raisin in the Sun is on the main stage, October 13-21.

Campus Reports
(continued)

Dr. Hioco reported the following from Reedley College:

- Associated Student Body Student Nicholas Alquinzon will attend the 2006 HACU Conference as a student ambassador.
- Reedley College will sponsor a float featuring tiger mascot Clyde in Fresno County's 150 Celebration Parade.
- Reedley College alumnus and former student trustee Yammilette Rodriguez was a guest speaker for Hispanic Heritage Month. Ms. Rodriguez is Director of Undergraduate Admissions at Fresno Pacific University.
- Twelve students from the Pre-Professional Health Club attended the American Medical Student Association's annual Pre-Med Conference, September 23-24, in Sacramento.

Academic Senate
Report

Ms. Norma Kaser, North Centers Faculty Association President, reported the following:

- The Faculty Association was formed five years ago and works in cooperation with the Reedley College Academic Senate. The main goal is to lay the foundation for an academic senate when Madera Center becomes a college.
- One of the programs that maintains a close relationship with Madera high schools is the Madera Center College Advantage Program (MCCAP), which received honorable mention for the ASCCC Exemplary Program Award last year.
- The Willow/International campus will open in Fall 2007 and classes are now being scheduled for that facility.
- Students are taking advantage of the writing centers at the Madera and Clovis sites, and Madera's student body continues to be more active and innovative in clubs and activities on campus, such as the Fall Concert Series

Classified Senate
Report

Ms. Carrie Baize, Fresno City College Classified Senate President, reported the following:

- The Classified Senate is involved in shared governance work.
- Preparations are in progress for the November 10 staff development event.

North Centers Title V
Extended Learning
Center

Vice President of Instruction and Student Services for the North Centers Deborah Ikeda introduced the instructors from the Madera and Clovis Centers who would be giving the presentation on the North Centers Title V Extended Learning Center. Sheryl Young-Manning, Loren Palsgaard, Jeff Burdick and Jeff Tannen provided a folder of information for the Board and presented an overview of the program and services for students. Services include group tutoring, walk-in tutoring, computer lab, resource library, Blackboard portal/web pages, and student outreach. They also reported data on the number of students served.

Consent Agenda
Action

Item 06-131G was added to the consent agenda.

It was moved by Ms. Barreras and seconded by Ms. Smith that the Board of Trustees approve the Consent Agenda, as amended. The motion carried by the following vote.

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

Employment and
Resignation, Academic
Personnel
[06-39HR]
Action

approve the academic personnel recommendations, Items A through B, as presented. (Lists A through B are herewith made a part of these minutes as Appendix I, 06-39HR).

Employment,
Promotion, Change of
Status, Lateral Transfer,
Leave of Absence, and
Resignation, Classified
Personnel
[06-40HR]
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, 06-40HR).

Employment of Part-
Time Faculty on
Adjunct Faculty Salary
Schedule, Fall 2006,
Fresno City College,
Reedley College and
North Centers
[06-41HR]
Action

approve employment of part-time faculty on the Adjunct Faculty Salary Schedule for Fresno City College, Reedley College and North Centers for Fall 2006, as presented.

Consideration to
Approve Board Policy
Revisions
[06-118G]
Action

approve revised Board Policies 2220, 2315, 2360, 2710, 2715, 2716, 2725, 3410, 3430, 3540, 4220, 6550, 7128, 7210, 7700.

Consideration to Adopt Amended 2007 and 2008 Summer Session Instructional Calendars for Fresno City College, Reedley College and North Centers
[06-119G]
Action

adopt the amended 2007 and 2008 summer session instructional calendars for Fresno City College, Reedley College and North Centers.

Consideration to Approve Out-of-State Travel for Fresno City College Forensics Team
[06-120G]
Action

approve out-of-state travel for two to four forensics students to compete in the National Debate Invitational at Harvard University in Boston, Massachusetts, from October 26-31, 2006, with the understanding that the trip will be financed without requiring expenditures of District funds.

Consideration to Approve Out-of-State Travel, Model United Nations Club Students, Fresno City College
[06-121G]
Action

approve out-of-state travel for 14-20 delegates from the Fresno City College Model United Nations Club to travel to Las Vegas, Nevada, to participate in the Model United Nations competition to be held November 18-21, 2006, with the understanding that the trip will be financed without requiring expenditures of District funds.

Consideration to Approve Out-of-State Travel for USDA Student Ambassadors, Reedley College and North Centers
[06-122G]
Action

approve out-of-state travel for two students to attend the HACU 20th Annual Conference on October 28-31, 2006, in San Antonio, Texas, with the understanding that the trip will be financed without requiring expenditures of District funds.

Consideration to Approve Out-of-State Travel, Theatre Arts Students, Fresno City College
[06-123G]
Action

approve out-of-state travel for 12 Fresno City College theatre arts students to attend the Oregon Shakespeare Festival to be held in Ashland, Oregon, on October 26-30, 2006, with the understanding that the trip will be financed without requiring expenditures of District funds.

Review of District
Warrants and Checks
[06-124G]

Action

review and sign the warrants register for the period August 29, 2006, to September 21, 2006, in the amount of \$13,602,181.46; 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 August 25, 2006, to September 21, 2006, in the amount of \$1,014,255.65.

Consideration to
Accept Maintenance
Project, Exterior
Painting, Various
Buildings, Reedley
College
[06-125G]

Action

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

Consideration to
Accept Construction
Project, Locker
Removal, Social
Science Building,
Reedley College
[06-126G]

Action

- a) accept the project for Locker Removal, Social Science Building, Reedley College; and
- b) authorize the Chancellor or his designee to file a Notice of Completion with the County Recorder.

Consideration to
Accept Maintenance
Project, Pavement
Rehabilitation,
Districtwide
[06-127G]

Action

- a) accept the project for Pavement Rehabilitation, Districtwide; and
- b) authorize the Chancellor or his designee to file a Notice of Completion with the County Recorder.

Consideration to Adopt
Resolution Authorizing
Inter-fund Transfer
[06-128G]

Action

- a) approve Resolution No. 16-128G authorizing an inter-fund transfer in the amount of \$1,500,000 from the General Fund to the Capital Projects Fund; and
- b) authorize filing said Resolution with the Fresno County Office of Education.

Consideration to Adopt
Resolution Authorizing
Agreement with the
California Department
of Education for Child
and Adult Care Food
Program Training
Programs, Fresno City
College
[06-129G]
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, Nutrition 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, 2006, through September 30, 2007, with funding in the amount of \$210,000;
- 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
Authorize AmeriCorps
Agreement with
Foundation for
California Community
Colleges for Early
Learning and School
Readiness, North
Centers
[06-130G]
Action

- a) authorize the District, on behalf of the North Centers, to enter into an agreement with the Foundation for California Community Colleges to provide early learning and school readiness services, with funding in the amount of \$100,075 for the period July 1, 2006, through June 30, 2007;
- 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
Approve Out-of-State
Travel for the Fresno
City College Tennis
Team
[06-131G]
Action

approve out-of-state travel for four tennis students to compete in the ITA National Small College Championships in Fort Myers, Florida, from October 1 to October, 2006, with the understanding that the trip will be financed without requiring expenditures of District funds.

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

Consideration to
Approve Legal Services
[06-54]
Action

A motion was made by Mr. Smith and seconded by Mr. Forhan that the Board of Trustees approve the legal firm of Garcia Calderon & Ruiz in the area of general business. The motion carried by the following vote:

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

Consideration to
Authorize Extension of
Agreement for Lease of
Manchester Center,
Fresno City College
[06-55]
Action

A motion was made by Ms. Smith and seconded by Mr. Smith that the Board of Trustees approve a five (5) year lease extension with Manchester Center for 13,652 square feet of space to house the Manchester Educational Resource Center at a cost of \$1.31 per square foot, plus costs for HVAC, janitorial, taxes and insurance; and authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign the extension agreement on behalf of the District. The motion carried by the following vote:

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

Consideration to
Appoint Committee
Members to the
Measure E Citizens'
Bond Oversight
Committee
[06-56]
Action

A motion was made by Ms. Barreras and seconded by Mr. Feaver that the Board of Trustees appoint the following members to the Citizens' Bond Oversight Committee:

- a) Scott Hacker as the student representative to complete the term vacated by Jessica Fern ending June 30, 2007; and
- b) Tom Burk as the Foundation Board representative to serve a two-year term ending June 30, 2008. The motion carried by the following vote:

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

Consideration to Adopt
Resolution Supporting
Proposition 1D, the
Kindergarten-
University Public
Education Facilities
Bond Act of 2006
[06-57]
Action

A motion was made by Ms. Smith and seconded by Ms. Barreras that the Board of Trustees adopt Resolution No. 06-57 in support of Proposition 1D, the Kindergarten-University Public Education Facilities Bond Act of 2006. The motion carried by the following vote:

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

Reports of Board
Members

Mr. Edward Rea, Reedley College Student Trustee, reported the following September activities:

- Twenty clubs participated in the September 6 Club Rush.
- Held a Day of Remembrance for September 11 with photo slide show.
- ASB provided a bicycle, satellite radio and Reedley College T-shirts for the September 13 College Night.
- For the September 19 Constitution Day, copies of *The U.S. Constitution and Fascinating Facts* were provided.

Reports of Board
Members (continued)

- Celebrated Hispanic Heritage Month with an art display by alumnus Jeannette Gutierrez, as well as speakers, game show, Latin dance contest and best tasting salsa contest.
- Student clubs have been very involved with activities. Clubs mentioned were ESL Intercultural Club, Pep Squad, Soccer Club (new club), CASS Club, Mecha Club, and Latin Dance Club.
- October activities reported were the October 6 softball game between employees and students; Reedley Fiesta Weekend on October 13-14; National Collegiate Alcohol Awareness Week October 16-20; and Homecoming Week on October 23-28; and Halloween Festivities on October 31.

Ms. Kate Blanco, Fresno City College Student Trustee, reported the following:

- A September 11 Remembrance was held.
- College Night on September 13 had participation from faculty, staff and students.
- Hispanic Heritage Month activities highlighted were the September 16 gathering at the Free Speech area with food, performances, club participation, and contests celebrating Mexico's Independence Day.
- ASG hosted Constitution Day on September 18.
- ASB is sponsoring a documentary series on political, cultural and social awareness. Different documentaries will be shown each month.
- The float for the Fresno County Sesquicentennial Celebration featured a replica of the Old Administration Building.
- In observance of "Stop the Hate Week," faculty members participated in a panel discussion with students to discuss issues of violence and hate crimes.
- A walk to raise funds for the Susan G. Komen Cancer Foundation is scheduled on October 6.
- Homecoming festivities are scheduled October 16-21. The theme this year is "Legacy Renewed."
- The fall carnival is October 31.

Mr. Forhan thanked the Madera South High School for hosting the Board meeting and the opportunity to see the magnitude of this kind of educational facility.

Ms. Smith said that October is Breast Cancer Awareness Month and stressed the importance of reminding those people we care about to have regular examinations.

Reports of Board Members (continued)	<p>Ms. Barreras extended a thank you to Larry Risinger, Madera Unified Superintendent, and the administration and staff at Madera High South High School for hosting the Board meeting and for their support. She also thanked the community members who came to the meeting for their support of education.</p>
Old Business	<p>None.</p>
Future Agenda Items	<p>Mr. Smith asked about the status of the report he requested for the construction program.</p> <p>Ms. Smith asked what the District's safety and evacuation plan is for staff and students in case something happens. She mentioned some areas of concern like the child development center, library, cafeteria, and bookstore.</p> <p>Regarding the District's challenge to its employees to give financially toward the refurbishment of the OAB, Ms. Smith said that the District should be sensitive to what employees' circumstances are and their ability to donate.</p> <p>Dr. Doffoney responded that the OAB capital campaign is income sensitive. The most employees are requested to donate is an hour of salary per month for three years, but that they may make a donation to the degree that they feel comfortable.</p> <p>Ms. Smith asked about the community college partnership with high schools and connecting with students to bring them into college.</p> <p>Ms. Smith asked for a Design Science High School presentation as an update.</p> <p>In regard to a safety and disaster preparedness plan, Mr. Rea asked about a plan for accommodation of students with disabilities.</p>
Delegations, Petitions, and Communications	<p>Mr. Thonesen announced that Mr. Royce Dunn has requested his charges to be presented to the Board in open session. Mr. Thonesen asked Mr. Rowe to read the charges, and that Mr. Dunn would have five minutes to respond, and his representative would have five minutes. He announced that after the reading of the charges and subsequent responses from Mr. Dunn and his representative, the Board would move into closed session.</p>

Delegations, Petitions,
and Communications
(continued)

In the matter of Royce Dunn, classified employee and job developer for the State Center Community College District, Mr. Rowe read the State Center Community College District's Notice of Charges and Recommendation for Ten Day Suspension Without Pay.

Mr. Dunn presented his response to the charges against him. He gave a copy of the file on this matter to Mr. Thonesen, stating that he would take back the copy once copies have been made to give to all the Board members. Ms. Donna Baker-Geidner, classified employee, presented her response in the matter. Mr. Dunn followed with additional comments.

Closed Session

Mr. Thonesen stated that in closed session the Board would be discussing:

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

CONFERENCE WITH LABOR NEGOTIATOR [SCFT Part-time Faculty Bargaining Unit; SCFT Full-time Faculty Bargaining Unit; California School Employees Association Bargaining Unit]; Randy Rowe, Pursuant to Government Code Section 54957.6

CONFERENCE WITH REAL PROPERTY NEGOTIATORS,
Pursuant to Government Code Section 54956.8, Southeast Site
Property: Parcel Numbers 316 040 48 and 316 040 72
Agency Negotiator: Douglas R. Brinkley, Vice Chancellor-
Finance and Administration
Negotiating Parties: Parga Partners Limited Partnership
Under Negotiation: Price and Terms of Payment

CONFERENCE WITH LEGAL COUNSEL – EXISTING
LITIGATION, Pursuant to Government Code Section 54956.9(a);
Name of Case: In the Matter of the Occupational Safety and
Health Appeals Board Docket Nos. 05-R2D5-1688/1692

CONFERENCE WITH LEGAL COUNSEL - EXISTING
LITIGATION, Pursuant to Government Code Section
564956.9(a)
Name of Case: Warren G. Timmons v. State Center Community
College District; Fresno County Superior Court Case Number:
04 CE CG 03495 MBS

Mr. Thonesen called a recess at 6:59 p.m.

- Open Session The Board moved into open session at 8:45 p.m.
- Report of Closed
Session Mr. Thonesen reported that in closed session the Board gave direction to its chief labor negotiator regarding full-time and part-time faculty and CSEA negotiations, and the Board gave direction to its chief property negotiator regarding the southeast site.
- Adjournment The meeting was adjourned at 8:50 p.m. by the unanimous consent of the Board.

Dorothy Smith, Secretary, Board of Trustees
State Center Community College District

jk

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Employment, Retirement and Resignation,
Academic Personnel

ITEM NO. 06-42HR

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 person:

<u>Name</u>	<u>Campus</u>	<u>Range & Step</u>	<u>Salary</u>	<u>Position</u>
Harris, Stephanie	FCC	II, 2	\$59,933	Counselor

(Current Adjunct Instructor)
(First Contract, November 8, 2006 – June 30, 2007)

B. Recommendation to accept resignation for the purpose of retirement from the following persons:

<u>Name</u>	<u>Campus</u>	<u>Effective Date</u>	<u>Position</u>
Mateo-Laeno, Mary Ann	FCC	June 29, 2007	Instructor/Coordinator Child Development Center
West, Laurence E.	RC	June 30, 2007	Agricultural Instructor

C. Recommendation to accept resignation from the following person:

<u>Name</u>	<u>Campus</u>	<u>Effective Date</u>	<u>Position</u>
O'Leary, Bridget	FCC	November 17, 2006	Librarian
Aquino, Felix J.	DO	December 31, 2006	Vice Chancellor, Educational Services and Planning

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Employment, Promotion, Change of Status,
Transfer, Leave of Absence, Resignation
and Retirement, Classified Personnel

ITEM NO. 06-43HR

EXHIBIT: Classified Personnel Recommendations

Recommendation:

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

CLASSIFIED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following persons as probationary:

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Range/Step/Salary</u>	<u>Date</u>
Arends, Jeffrey	RC	Shipping/Receiving Spec. Position No. 3150	50-A \$2961.00	10/09/06
Kepford, Robert	DO	Webmaster – PPT Position No. 1129	66-A \$25.22/hr.	10/09/06
Mason, Tomoko	FCC	Accounting Clerk I Position No. 8500	38-A \$2204.33	10/09/06
Jaffey, Michele	OC	Department Sec. - PPT Position No. 6002	44-A \$14.73/hr.	10/16/06
Garcia, Olga	RC	Department Secretary Position No. 3088	44-C \$2820.75	10/27/06
Campbell, Samerah	DO	Personnel Assistant Position No. 1046	57-A \$3778.91	10/30/06
Marklund, Janine	FCC	Educational Advisor-PPT Position No. 2495	57-A \$20.25/hr.	11/06/06

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:

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Hinson, Laurie	RC	Office Assistant II Position No. 3052	41-A \$13.67/ hr.	09/26/06
Yan, Michael	RC	College Trainer Position No. 3127	60-A \$21.78/hr.	10/02/06
Holliday, Cynthia	FCC	Instr. Tech.–Bio Science Position No. 2402	50-A \$17.08/hr.	10/12/06
Hernandez, Sergio	RC	General Utility Worker Position No. 3064	43-A \$14.37/hr.	10/16/06

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 (continued):

Gordon, Maryanne	FCC	Office Assistant II Position No. 2017	48-A \$13.67/hr.	10/17/06
Clark, Nathan	FCC	Micro Computer Spec. Position No. 2334	60-A \$21.78/hr.	10/23/06
Jauregui, Fidel	FCC	Custodian Position No. 2180	41-A \$13.67/hr.	10/23/06

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

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Range/Step/Salary</u>	<u>Date</u>
Desutter, Cherish	DO	Office Assistant I-PPT Position No. 1043 to Office Assistant II-PPT Position No. 1043	38-C \$14.03/hr. to 41-C \$15.10/hr.	10/01/06
(Alternate Series Promotion)				
Baiz, Edward	FCC	Custodian Position No. 2185 to General Utility Worker Position No. 2187	41-C \$2879.75 to 43-D \$3174.08	10/02/06
Arana, Ivy	FCC	Warehouse Worker Position No. 2162 to Shipping/Receiving Spec. Position No. 2162	46-B \$2820.75 to 50-B \$3106.17	10/10/06
Guerrero, Corrina	FCC RC	Office Assistant III-PPT Position No. 2494 to Office Assistant III Position No. 3066	48-A \$16.27/hr. to 48-A \$2820.75	10/10/06
(Promotion to full-time position)				
Gough, Christine	FCC	SLI Coordinator-PPT Position No. 2098 to SLI Coordinator Position No. 8503	66-E \$30.66/hr. to 66-E \$5315.25	10/23/06
(Promotion to full-time position)				

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

Martinez Jr., Ernie	FCC	Custodian Position No. 2189	41-E \$3102.17	8/28/06
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(Employee rescinding leave of absence for study per CSEA Article 16)

Pistacchio, Erin	FCC	Administrative Sec. I Position No. 2337 to Administrative Assistant Position No. 2107	48-D \$3263.17 to 55-B \$3509.17	09/19/06 thru 10/23/06
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(Compensation for working out of class per CSEA contract Article 34, Section 8)

Hopkins, Lavell	DO	Maintenance Specialist Position No. 1104 to Electrician Position No. 1095	60-E \$4930.00 to 64-E \$5438.00	09/27/06
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(Compensation for working out of class per CSEA contract Article 34, Section 8 pending recruitment/selection)

Nichols, Mark	FCC	Micro Comp Specialist Position No. 2334 to Micro Comp Res Tech Position No. 2280	60-E \$4586.08 to 63-E \$4932.67	9/29/06
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(Compensation for working out of class per CSEA contract Article 34, Section 8 while employee is on a leave of absence)

Dalton, Jacqueline	FCC	Registration Assistant Position No. 8059 to Office Assistant II Position No. 2020	33-A \$11.23/hr. \$41-A \$2368.58	10/16/06
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(Compensation for working out of class per CSEA contract Article 34, Section 8 while employee is on a leave of absence)

Kelly, Diane	RC	Bookstore Sales Clerk III Position No. 3080 to Bookstore Sales Clerk II Position No. 3081	43-E \$3031.75 to 40-E \$2820.75	11/13/06
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(Return to regular assignment)

Romero, William	RC	Warehouse Worker Position No. 3150 to Bookstore Sales Clerk III Position No. 3080	46-E \$3426.33 43-E \$3183.59	11/13/06
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(Return to regular assignment)

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

Name	Location	Classification	Range/Step	Date
Hammond, Sue	RC	College Trainer Position No. 3127 to	60-E \$4586.03 to	10/02/06
	FCC	College Trainer Position No. 2359	60-E \$4586.03	
(Lateral transfer per CSEA contract Article 22, Section 2)				
Faith, Linda	FCC	Department Secretary Position No. 2011 to	44-E \$3106.17 to	10/09/06
		Department Secretary Position No. 2219	44-E \$3106.17	
(Temporary transfer pending recruitment/selection)				

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

Name	Location	Classification	Range/Step	Date
Jackson-Yilma, Betty	FCC	Instr.Aide-Child Dev. Lab Position No. 2350	32-C \$2096.00	11/21/06 thru 05/20/07
(Unpaid Health Leave of Absence per CSEA contract Article 14)				

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

Name	Location	Classification	Date
Campbell, Emily	FCC	Educational Advisor - PPT Position No. 2495	08/07/06
Vang, Bao	FCC	Bookstore Seasonal Assistant Position No. 8024	08/17/06
Rodriguez, Elizabeth	MC	Student Services Specialist Position No. 4028	09/29/06
Neufeld, Helene	FCC	Department Secretary Position No. 2063	10/10/06
Ramos, Connie	FCC	Department Secretary Position No. 2219	10/13/06

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

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Date</u>
Mena, Salvador	FCC	Educational Advisor Position No. 2108	11/30/06
Torstensen, Jeffrey	FCC	Department Secretary Position No. 2028	11/30/06

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Approve Resolution to
Eliminate Vacant Instructional
Technician-General Science Position and
Add Instructional Technician-Biological
Science Position, Reedley College

ITEM NO. 06-44HR

EXHIBIT: Resolution

Background:

Instructional Technician-General Science position #3147 is currently vacant. Due to the classes being offered in the Reedley College Science Department, there is a need for an Instructional Technician-Biological Science position instead of a general science position. This change will allow for a better alignment with the duties that need to be performed by the instructional technician. Both positions are salary range 50.

Recommendation:

It is recommended that the Board of Trustees approve the attached resolution eliminating one vacant Instructional Technician-General Science position and approve the addition of an Instructional Technician-Biological Science position at Reedley College.

STATE CENTER COMMUNITY COLLEGE DISTRICT

Meeting of the Board of Trustees
November 7, 2006

BOARD RESOLUTION NO. 06-44HR

WHEREAS, the position of Instructional Technician-General Science at Reedley College is vacant, and

WHEREAS, the department is in need of specific biological science skills, and

WHEREAS, in order to better align the duties, and

WHEREAS, the Board of Trustees hereby finds it is in the best interest of this College District, that certain services now being provided by the District be discontinued by the following extent:

<u>Fresno City College</u>	<u>Position #</u>
1. Instructional Technician-General Science (vacant)	3147

NOW, BE IT RESOLVED that as of the date listed above, the position listed above shall be discontinued to the extent set forth above.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board on November 7, 2006, by the following vote:

AYES:
NAYES:
ABSENT:

Date: _____

Board of Trustees of the State
Center Community College District

Secretary of the Board of Trustees

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Adopt Resolution Scheduling ITEM NO. 06-132G
 Date and Time for Organizational Meeting
 of the Board of Trustees

EXHIBIT: Resolution

Background:

Section 72000 (c) (2) (A) of the California Education Code requires governing boards of community colleges to select a public meeting date for the annual organizational meeting of the District. The date selected must fall within a fifteen-day period commencing on the day new member terms begin, and in non-election years during the same fifteen-day period on the calendar. Board member terms begin on the first Friday in December in accordance with Section 72027 (b) of the Education Code. Therefore, the annual organizational meeting date for the 2006-2007 school year must fall sometime during the period of December 1, 2006, and December 15, 2006. The Board's regular meeting this year will be held on December 5, 2006, which falls within the prescribed fifteen-day period.

Recommendation:

It is recommended that the Board of Trustees adopt, as presented, the proposed resolution selecting December 5, 2006, at 4:30 p.m., as the date and time for its annual organizational meeting, and direct the Chancellor to notify, by copy of the completed resolution, all members of the Board and the County Superintendent of Schools of the time and date selected.

BEFORE THE GOVERNING BOARD OF THE

STATE CENTER COMMUNITY COLLEGE DISTRICT

OF FRESNO, KINGS, MADERA, AND TULARE COUNTIES, CALIFORNIA

In the Matter of Setting the)
Date of the Annual Organizational) RESOLUTION
Meeting of the Board)
_____)

WHEREAS, pursuant to Section 72000(c)(2)(A) of the Education Code of the State of California, the governing board of each community college district shall hold an annual organizational meeting within a 15-day period which commences on the first Friday of December, and .

WHEREAS, Section 72000(c)(2)(A) requires that the annual organizational meeting date be selected at a regular meeting before the 15-day period.

NOW, THEREFORE, BE IT RESOLVED, that the 5th day of December 2006, at 4:30 p.m., is the day and time ordered for the annual organizational meeting for the above-named community college board.

BE IT FURTHER RESOLVED, that the secretary of the board hereof is directed to notify the County Superintendent of Schools by sending or faxing a copy of this RESOLUTION upon execution to the Fresno County Office of Education, and,

The secretary shall within 15 days prior to the date of the annual meeting notify all members and members-elect, if any, of the date and time selected for the annual meeting of this governing board in writing.

The foregoing RESOLUTION was adopted this _____ day of _____ 2006, at a regular meeting of the governing board hereof by the following vote, to-wit:

- AYES:
- NOES:
- ABSENT:

Dated: _____

President or Secretary of the Board
(Signature)

(Printed Name)

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Review of District Warrants and Checks

ITEM NO. 06-133G

EXHIBIT: None

Recommendation:

It is recommended that the Board of Trustees review and sign the warrants register for the period September 26, 2006, to October 26, 2006, in the amount of \$23,166,887.71.

It is also recommended that the Board of Trustees review and sign the check registers for the Fresno City College and Reedley College Co-Curricular Accounts and the Fresno City College and Reedley College Bookstore Accounts for the period September 15, 2006, to October 26, 2006, in the amount of \$494,135.17.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Financial Analyses of Enterprise
and Special Revenue Operations

ITEM NO. 06-134G

EXHIBIT: Financial Analyses

Background:

The financial reports for the Enterprise (Bookstore) and Special Revenue Operations (RC Cafeteria and Residence Hall) for the year ending June 30, 2006, are enclosed. These reports consist of a combined balance sheet and a combined statement of revenues and expenses reflecting the financial position and operating results for each of the above operations.

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

**STATE CENTER COMMUNITY COLLEGE DISTRICT
ENTERPRISE & SPECIAL REVENUE OPERATIONS
BALANCE SHEET
As of JUNE 30, 2006**

	ENTERPRISE		SPECIAL REVENUE			
	FCC BOOKSTORE*	RC BOOKSTORE*	TOTAL	CAFETERIA* RC	DORMITORY* RC	TOTAL
ASSETS						
Cash in County Treasury						
Cash in Bank	\$ 2,698,228	\$ 419,154	\$ 3,117,382	\$ 122,773	\$ 172,737	\$ 295,510
Revolving Cash Fund	15,200	21,000	36,200	14,361	6,241	20,602
Accounts Receivable	86,799	157,284	244,083	10,500	28,943	10,500
Interest Receivable				37,485	1,836	66,428
Due from Other Funds			0	975		2,811
Prepaid Expenses	3,620	2,319	5,939	57,727		57,727
Inventory	1,045,617	1,054,595	2,100,212	52,967		52,967
Total Current Assets	\$ 3,849,464	\$ 1,654,352	\$ 5,503,816	\$ 296,788	\$ 209,757	\$ 506,545
Fixed Assets (Net)	799,033	98,980	898,013			
TOTAL ASSETS	\$ 4,648,497	\$ 1,753,332	\$ 6,401,829	\$ 296,788	\$ 209,757	\$ 506,545
LIABILITIES & FUND BALANCE						
Accounts Payable	\$ (266,072)	\$ 81,269	\$ (184,803)			
Deferred Revenue				7,072	\$ 1,165	\$ 8,237
Due to Other Funds	99,365	112,403	211,768	\$ 214,736	43,145	257,881
Warrants Payable				11,513	5,248	16,761
Total Current Liabilities	\$ (166,707)	\$ 193,672	\$ 26,965	\$ 233,321	\$ 49,558	\$ 282,879
Unreserved Fund Balance	3,754,387	484,065	4,238,452	0	160,199	160,199
Reserved Fund Balance	1,060,817	1,075,595	2,136,412	63,467		63,467
Total Fund Balance	\$ 4,815,204	\$ 1,559,660	\$ 6,374,864	\$ 63,467	\$ 160,199	\$ 223,666
TOTAL LIABILITIES & FUND BALANCE	\$ 4,648,497	\$ 1,753,332	\$ 6,401,829	\$ 296,788	\$ 209,757	\$ 506,545

* Does Not Include Indirect Charges

UNAUDITED

ITEM NO. 06-134G

**STATE CENTER COMMUNITY COLLEGE DISTRICT
ENTERPRISE & SPECIAL REVENUE OPERATIONS
STATEMENT OF REVENUE & EXPENDITURES**
Period Ending JUNE 30, 2006

	ENTERPRISE		SPECIAL REVENUE		
	FCC BOOKSTORE*	RC BOOKSTORE*	RC CAFETERIA*	RC DORMITORY*	
		TOTAL		TOTAL	
TOTAL SALES	\$ 6,184,912	\$ 3,631,714	\$ 878,072	\$ 410,323	\$ 1,288,395
LESS COST OF GOODS SOLD					
Beginning Inventory	\$ 1,251,961	\$ 705,181	\$ 21,180	\$	\$ 21,180
Purchases	4,190,153	3,150,782	492,130		492,130
Sub-Total	5,442,114	3,855,963	513,310		513,310
Ending Inventory	1,045,617	1,054,595 ^a	52,967		52,967
Cost of Sales	4,396,497	2,801,368	460,343		460,343
GROSS PROFIT ON SALES	\$ 1,788,415	\$ 830,346	\$ 417,729	\$ 410,323	\$ 828,052
OPERATING EXPENDITURES					
Salaries	\$ 717,552	\$ 476,007	\$ 288,737	\$ 180,896	\$ 469,633
Benefits	206,317	140,189	139,973	66,114	206,087
Depreciation	139,590	26,674			
Supplies	41,592	11,246	14,741	20,169	34,910
Utilities & Housekeeping	27,585	19,311		66,107	66,107
Rents, Leases & Repairs	26,315	9,534		62,823	63,804
Other Operating	277,000	139,168	13,962	14,260	28,222
TOTAL OPERATING EXPENDITURES	\$ 1,435,951	\$ 822,129	\$ 458,394	\$ 410,369	\$ 868,763
NET OPERATING REVENUE (LOSS)	\$ 352,464	\$ 8,217	\$ (40,665)	\$ (46)	\$ (40,711)
OTHER REVENUE					
Vending			\$ 8,571	\$ 5,533	\$ 14,104
Interest			3,631	5,465	9,096
Other	\$ 47,076	\$ 588	2,523	2,316	4,839
Transfer In from General Fund		24,536	57,727		57,727
OTHER EXPENSES					
Transfer to Co-Curricular	156,000	60,000			
Capital Outlay	200,127	58,450		1,263	1,263
NET REVENUE (LOSS)	\$ 43,413	\$ (85,109)	\$ 31,787	\$ 12,005	\$ 43,792

UNAUDITED

* Does Not Include Indirect Charges
a Inventory increased by \$ 349,414
b Includes \$250,000 for RC Gym HVAC project

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Approve Quarterly
 Budget Transfers and Adjustments Report

ITEM NO. 06-135G

EXHIBIT: Report

Background:

The enclosed Budget Transfers and Adjustments Report reflects budget adjustments through the period ending September 30, 2006. The adjustments represent changes to meet the ongoing needs of the District, including categorically funded programs, educational needs of the campuses, and new grants and agreements.

Recommendation:

It is recommended that the Board of Trustees approve the September 30, 2006, Budget Transfers and Adjustments Report.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Revenue Budget Adjustments/Transfers
As of 09/30/06**

	Adopted Budget	Budget Adj/Transfers	Current Budget
81000	FEDERAL REVENUES		
81200	\$ 3,690,610	\$ 809,205	\$ 4,499,815
81300	838,820	47,963	886,783
81400	444,078	7,605	451,683
81500	360,582	(283,707)	76,875
81600	5,666	5,844	11,510
81700	1,912,380	172,288	2,084,668
81990	1,450,604	382,459	1,833,063
Total	<u>8,702,740</u>	<u>1,141,657</u>	<u>9,844,397</u>
86000	STATE REVENUES		
86100	97,036,340	-	97,036,340
86200	9,162,766	415,400	9,578,166
86500	2,060,739	(23,782)	2,036,957
86700	500,000	-	500,000
86800	4,000,000	-	4,000,000
86900	2,370,274	-	2,370,274
Total	<u>115,130,119</u>	<u>391,618</u>	<u>115,521,737</u>
88000	LOCAL REVENUES		
88100	24,900,000	-	24,900,000
88200	-	-	-
88300	574,046	32,017	606,063
88400	105,300	4,394	109,694
88500	80,000	-	80,000
88600	650,000	-	650,000
88700	5,188,900	-	5,188,900
88800	1,941,500	-	1,941,500
88900	1,503,307	90,966	1,594,273
Total	<u>34,943,053</u>	<u>127,377</u>	<u>35,070,430</u>
Total General Fund Revenues	<u>\$ 158,775,912</u>	<u>\$ 1,660,652</u>	<u>\$ 160,436,564</u>

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Revenue Budget Adjustments/Transfers
As of 09/30/06**

	<u>Adopted Budget</u>	<u>Budget Adj/Transfers</u>	<u>Current Budget</u>
89000 OTHER FIN SOURCES			
89100 Proceeds/Fixed Assets	5,000	-	5,000
89400 Proceeds/Long-Term Debt	-	-	-
89800 Incoming Transfers	497,000	40,128	537,128
Total Other Financing Sources	\$ 502,000	40,128	\$ 542,128
Total District Revenues	<u>\$ 159,277,912</u>	<u>\$ 1,700,780</u>	<u>\$ 160,978,692</u>

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Expenditure Budget Adjustments/Transfers
As of 09/30/06**

		Adopted Budget	Budget Adj/Transfers	Current Budget
91000	ACADEMIC SALARIES			
91100	Instruction - Reg Contract	\$ 32,472,823	\$ 169,046	\$ 32,641,869
91200	Non-Instr Reg Contract	14,773,026	206,981	14,980,007
91300	Hourly Instruction	13,601,848	70,086	13,671,934
91400	Non-Instr Other Non-Reg	2,847,527	102,071	2,949,598
	Total	<u>63,695,224</u>	<u>548,184</u>	<u>64,243,408</u>
92000	CLASSIFIED SALARIES			
92100	Non-Instr Reg Full-Time	24,445,970	24,552	24,470,522
92200	Instr Aides	1,296,906	-	1,296,906
92300	Hourly Non-Instr	3,569,133	199,401	3,768,534
92400	Instr Aides-Other	553,597	91,121	644,718
	Total	<u>29,865,606</u>	<u>315,074</u>	<u>30,180,680</u>
93000	BENEFITS			
93100	STRS	5,104,474	40,437	5,144,911
93200	PERS	2,483,447	22,568	2,506,015
93300	OASDI	2,905,637	22,450	2,928,087
93400	Health & Welfare	12,592,480	46,469	12,638,949
93500	SUI	301,106	1,792	302,898
93600	Worker's Comp	2,044,364	23,274	2,067,638
93700	PARS	64,210	7,033	71,243
93900	Other Benefits	-	-	-
	Total	<u>25,495,718</u>	<u>164,023</u>	<u>25,659,741</u>
94000	SUPPLIES & MATERIALS			
94200	Other Books	56,508	2,501	59,009
94300	Instr Supplies	1,342,635	33,147	1,375,782
94400	Non-Instr Supplies	2,132,478	66,392	2,198,870
94500	Media	41,768	(927)	40,841
	Total	<u>3,573,389</u>	<u>101,113</u>	<u>3,674,502</u>

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Expenditure Budget Adjustments/Transfers
As of 09/30/06**

	<u>Adopted Budget</u>	<u>Budget Adj/Transfers</u>	<u>Current Budget</u>	
95000	OTHER OPER EXPENSES			
95100	Utilities	3,664,462	32,597	3,697,059
95200	Rents, Leases and Repairs	1,925,039	174,157	2,099,196
95300	Mileage & Allowances	1,478,022	117,920	1,595,942
95400	Dues & Memberships	209,367	3,953	213,320
95500	Pers. & Cons. Services	2,881,399	219,946	3,101,345
95600	Insurance	976,068	-	976,068
95700	Advertising & Printing	1,458,336	(35,242)	1,423,094
95900	Other	1,183,407	36,956	1,220,363
	Total	<u>13,776,100</u>	<u>550,287</u>	<u>14,326,387</u>
96000	CAPITAL OUTLAY			
96100	Sites	-	-	-
96200	Site Improvement	214,922	-	214,922
96400	Bldg Renov & Improvements	183,910	5,500	189,410
96500	New Equipment	3,296,173	417,618	3,713,791
96800	Library Books	511,897	(68,252)	443,645
	Total	<u>4,206,902</u>	<u>354,866</u>	<u>4,561,768</u>
	Total General Fund Expenditures	<u>\$ 140,612,939</u>	<u>\$ 2,033,547</u>	<u>\$ 142,646,486</u>
97000	OTHER OUTGO			
97100	Debt Service	177,461	-	177,461
97200	Intrafund Transfers	281,000	-	281,000
97300	Interfund Transfers	4,074,542	-	4,074,542
97500	Student Financial Aid	-	-	-
97600	Other Payments/Students	563,553	(6,551)	557,002
97900	Contingencies	1,958,758	(326,216)	1,632,542
	Total Other Outgo	<u>\$ 7,055,314</u>	<u>\$ (332,767)</u>	<u>\$ 6,722,547</u>
	Total District Expenditures	<u>\$ 147,668,253</u>	<u>\$ 1,700,780</u>	<u>\$ 149,369,033</u>

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration of Claim, Pamella Thomas

ITEM NO. 06-136G

EXHIBIT: Claim

Background:

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

Estimated Fiscal Impact:

Unknown

Recommendation:

It is recommended that, in accordance with established procedures, the Board of Trustees reject the claim submitted on behalf of Pamella Thomas and direct the Chancellor or Vice Chancellor, Finance and Administration, to give written notice of said action to the claimant.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Authorize Agreement with
California Department of Education for Child
Development Center Instructional Materials
and Supplies, Fresno City College

ITEM NO. 06-137G

EXHIBIT: Resolution

Background:

The District has been notified of receipt of a grant from the California Department of Education to purchase materials and supplies for the Child Development Programs at Fresno City College. The grant in the amount of \$571 is for the period July 1, 2006, through June 30, 2007.

Recommendation:

It is recommended that the Board of Trustees:

- a) adopt a Resolution authorizing the District to enter into an Agreement with the California Department of Education in the amount of \$571 for the period July 1, 2006, through June 30, 2007, to purchase instructional materials and supplies for the Child Development Centers at Fresno City College;
- b) authorize renewal of the Agreement with similar terms and conditions; and
- c) authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign the Agreement on behalf of the District.

RESOLUTION

This Resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of conducting activities associated with funding for instructional materials and supplies for the Fresno City College Child Development Center and to authorize the designated personnel to sign contract documents for the period July 1, 2006, through June 30, 2007.

RESOLUTION

BE IT RESOLVED that the Governing Board of the State Center Community College District authorizes entering into Local Agreement Number CIMS-6102 and that the persons who are listed below are authorized to sign the transaction for the Governing Board.

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

PASSED AND ADOPTED this 7th day of November, 2006, by the Governing Board of the State Center Community College District of Fresno County, California.

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

(Clerk's Signature)

11/7/06

(Date)

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Accept a Grant from Valley CAN
(Clean Air Now) for Portable Scan Tool Diagnostic
Equipment, Fresno City College

ITEM NO. 06-138G

EXHIBIT: None

Background:

The District has recently been notified of receipt of an additional grant in the amount of \$32,000 from Valley CAN (Clean Air Now). The Fresno City College Applied Technology Division is coordinating "Tune-In/Tune-Up" clean air events at various colleges. The grant funds will be used to purchase portable scan tools to analyze vehicle engines for the various colleges hosting the events.

Recommendation:

It is recommended that the Board of Trustees:

- a) authorize acceptance of a grant in the amount of \$32,000 from Valley CAN (Clean Air Now) to purchase portable scan tool diagnostic equipment for the "Tune-In/Tune-Up" clean air events coordinated by the Fresno City College Applied Technology Division;
- b) authorize renewal of the grant with similar terms and conditions; and
- c) authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign all grant-related documents on behalf of the District.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: **Consideration to Adopt Resolution Authorizing Agreement with the California Department of Education for the Infant and Toddler Child Care Resource Program, Fresno City College** **ITEM NO. 06-139G**

EXHIBIT: **Resolution**

Background:

The District, on behalf of Fresno City College, received an Infant and Toddler Child Care grant from the California Department of Education in the amount of \$2,192 for the period July 1, 2006, to June 30, 2007. The funds are to be used to purchase equipment and materials, expand recruitment and outreach efforts to enroll additional infant and toddler children, train staff to work with infant and toddler children, and make minor renovations and repairs to the infant and toddler service areas.

Recommendation:

It is recommended that the Board of Trustees:

- a) adopt a Resolution, on behalf of Fresno City College, authorizing an Agreement with the California Department of Education in the amount of \$2,192 for the 2006-07 Infant and Toddler Child Care Resource Program;
- b) authorize renewal of the Agreement with similar terms and conditions; and
- c) authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign the Agreement on behalf of the District.

RESOLUTION

This Resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the Infant and Toddler Child Care Program for Fresno City College and to authorize the designated personnel to sign contract documents for the period July 1, 2006, through June 30, 2007.

RESOLUTION

BE IT RESOLVED that the Governing Board of the State Center Community College District authorizes entering into Contract Number CCAP-6066 and that the persons who are listed below are authorized to sign the transaction for the Governing Board.

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

PASSED AND ADOPTED this 7th day of November, 2006, by the Governing Board of the State Center Community College District of Fresno County, California.

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

(Clerk's Signature)

11/7/06

(Date)

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Authorize Agreement with
Tegrity, Inc., Reedley College and North Centers

ITEM NO. 06-141G

EXHIBIT: None

Background:

Reedley College and the North Centers have been begun using Tegrity Campus Software for the delivery of classroom and lecture content in an on-line environment. This software enables instructors to automatically capture, store and index their classes, making class content easily accessible to students at all times. Students can access this multi-media content on the Internet, over iPods, by download or by CD. This software allows campuses to set up complete on-line courses and provides students the ability to access particular class sessions. This software also allows Student Services to develop streaming video presentations that can be hosted on the college websites for access by students. Tegrity Campus Software is integrated with Blackboard on-line courseware and hosting services awarded by the Board in January 2005.

This contract provides for a three-year subscription with Tegrity, Inc., for the use of Tegrity Campus Software at Reedley College and the North Centers. This software has been tested and evaluated across all District locations and is also used on a limited basis at Fresno City College. The initial subscription cost for Reedley College and the North Centers has been paid for the current year. The cost to extend this subscription for a total of three years is \$86,400. This software subscription will be funded by the Title V Cooperative Grant and campus Decision Package funds.

Recommendation:

It is recommended that the Board of Trustees:

- a) authorize the extension of the Agreement with Tegrity, Inc., to a total of three years, ending May 31, 2009, in the amount of \$86,400.00, to provide classroom and lecture content in an on-line environment at Reedley College and the North Centers; 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 THE BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Disclosure of Collective Bargaining
Agreement, State Center Federation of
Teachers Bargaining Unit,
and Public Hearing

ITEM NO. 06-58

EXHIBIT: Disclosure of Collective Bargaining Agreement

Background:

The disclosure of the collective bargaining agreement has been posted since October 31, 2006. The estimated cost for benefit improvements for 2006-07 is \$272,400. The estimated cost for the 2006-07 salary improvements is \$2,430,000. The estimated stipend cost is \$46,000. The total estimated cost of salary and benefit improvements is \$2,749,000. Terms of the tentative agreement with State Center Federation of Teachers Full-Time Faculty are:

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. (TA 10/4/06 3:46 p.m.)

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.

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 reopener negotiations~~ for a successor contract shall be given to the District between January 1, **2009** and June 30, **2009**. (TA 10/4/06 3:47 p.m.)

ARTICLE IX FEDERATION RIGHTS

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

Section 4. EMPLOYEE LISTS:

The District shall provide the Federation with the names, addresses and telephone numbers of unit members at intervals not to exceed ~~one~~ **twice** per ~~fiscal~~ year upon the Federation's written request. Additional newly hired unit members' names, addresses, and telephone numbers shall be furnished as hired during the fiscal year. The District is not obliged to release addresses and/or telephone numbers of unit members who have designated in writing to the District that such information remain confidential. (TA 10/4/06 3:48 p.m.)

Section 14 FEDERATION ADVISEMENT:

- B. To provide for the consultation process, the following channels may be used:

(1) ...

- b) ~~Affirmative Action~~ **EEO/EEOC (TA 10/4/06 3:48 p.m. along with subsequent references)**

Section 15. RELEASED TIME:

A maximum of ~~five (5)~~ **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. (TA 8/2/06 11:02 a.m.)

The 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 regular work duties, with pay, if grievance resolution meetings are scheduled with management during the working hours of the chairperson involved. The parties shall seek to schedule grievance resolution meetings at times when the grievance chairperson is not assigned to classes.

The District may, where required, provide substitutes for such classes as may be missed by these ~~five (5)~~ **three (3)** unit members **(or the same number as the District's team, whichever is greater)**. (TA 8/2/06, 11:02 a.m.)

Released Time for Federation Officers

The District agrees to provide the Federation released time of the equivalent of two (2) FTE for the conduct of Federation activities. Such released time shall be agreed to and scheduled prior to the beginning of each semester as to:

- A. A unit member may be released one (1) FTE per year except in cases where the college president determines that such release would have a significant adverse impact upon a college program. ~~Any unit member designated by the Federation shall be released up to one-half (1/2) FTE.~~ (TA 10/4/06 3:54 p.m.)
- B. Such allocation shall be based on whole courses. ~~and shall not be granted to more than four (4) members.~~ (TA 10/4/06 3:54 p.m.)
- C. Such two (2) FTE released time shall be calculated based on the District load policy.
- D. All such released time shall be reimbursed to the District by the Federation based upon Salary Schedule C, Class IV, Step ~~6~~ **4**. (TA 10/4/06 3:54 p.m.)
- E. The District agrees to grant to the Federation Executive ~~Committee~~ **Council** released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment shall be made for travel, rooms, meals or related expenses. (TA 10/4/06 3:54 p.m.)
 - (1) Such released time shall be requested, whenever possible, two weeks or more in advance of such conference or seminar;
 - (2) Such released time cumulatively shall not exceed one hundred and fifty (150) teaching hours during any fiscal year, and no one member shall exceed one-fifth of the total days.
 - (3) All such released time shall be reimbursed to the District by the Federation based upon Governing Board Policies, Salary Schedule C, Class IV, Step 4.

ARTICLE XI-A
NONDISCRIMINATION

Article XI-A, NONDISCRIMINATION, shall remain unchanged except for the following amendments:

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 10/9/06 1:46 p.m.)

ARTICLE XI-B
SAFETY

Article XI-B, SAFETY, shall remain unchanged except for the following amendments:

Section 1.

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 upon the District and the Federation will engage in consultation.** (TA 8/2/06, 11:18 a.m.)

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. (TA 8/2/06, 11:18 a.m.)

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.** (TA 9/22/06, 2 p.m.)

- 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. (TA 9/22/06, 2:14 p.m.)**

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 8/2/06, 11:36 a.m.)

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

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

Section 4. All unit members, including special assignment faculty (Article ~~XII~~**XIII**, Section 5), are required to perform contractual services forty (40) hours per week, (TA 9/22/06 at 2:20 p.m.)

Section 6. CALENDAR:

One flexible schedule day shall be provided ~~each semester (Fall and Spring), the first of which shall be~~ at the beginning of each semester, unless the District and the Senates mutually agree otherwise. Faculty members may request to reschedule a “flex day” at a time other than the date at the beginning of the **fall and** spring semester(s) for a specific educationally related activity which is beneficial to the education of students providing such alternate schedule is management approved and within the normal travel and 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 if no evening classes, and/or weekend classes, respectively, are part of the faculty member’s regular contract teaching schedule.** Faculty scheduling alternate flex day activities are responsible for the reporting requirements required in regulation. (TA 10/4/06 3:58 p.m.)

Section 12. DISTANCE EDUCATION

- B. Teaching Load Factor: A unit member teaching a distance education course (as designated by the College District) shall receive LHE credit on the ratio of four (4) LHE per three (3) units taught. LGI factors shall apply to distance education courses in the same manner as for traditional courses. Unit members teaching distance education courses must teach at least 40% of his/her load on campus per semester. The District may allow a unit member to teach less than 40% of his/her load on campus per semester,

provided there is mutual agreement between the ~~immediate supervisor~~ **President/ or Vice Chancellor North Centers or their designee** and unit member. (TA 10/9/05 1:52 p.m.)

- C. Course Development Factor: A unit member assigned by the ~~College administration~~ **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.
- E. **The District and SCFT agree that if and when guidelines regarding training for and evaluation of distance education instructors are approved on a districtwide basis, the two parties will seek to reach agreement regarding aspects which are mandatory subjects of negotiation for inclusion in a Memorandum of Understanding.**

Section 13. ASSIGNMENT:

Assignment to more than one location within a College shall be at the discretion of the District and shall take into consideration any aspects related to the assignment, such as necessary travel time between locations. However, faculty members, including special assignment faculty, shall be entitled to consultation with the immediate supervisor regarding their assignment. Mileage shall be paid in accordance with Article XVII Section 2.

ARTICLE XIII FACULTY CONDITIONS

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

G. TIMELINE FOR THIRD-CONTRACT EMPLOYEES

1. YEAR 3

d. WEEKS 20 – 35 (Typically weeks 10-18 for 9 week courses)

- 1) Committee conducts additional classroom visitations as deemed appropriate.
- 2) **Committee meets with probationary employee to discuss the third-year evaluation. (TA 10/4/06 4:00 p.m.)**

Section 5. Special Assignments

Work week is defined in Article XII Section 4 (TA 9/22/06 2:55 p.m.)

Section 8. TRANSFER AND REASSIGNMENT:

Voluntary Transfer: (TA 10/9/06 3:23 p.m.)

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 **college or North Centers, or from the North Centers to another college** where his/her training, experience, skills, degrees and/or credentials coincide with the requirements of a vacant position. Applications for transfer will be considered for vacancies before other outside applicants. The District will post vacancies at District sites as well as on the District website and intranet.

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

- **Job announcements shall be posted for transfer through the District's bulk e-mail for a ten (10) calendar-day period.**
- **Transfer applicants shall submit to the Human Resource Department a letter containing why they wish to transfer to the posted vacancy and an updated resume, within that ten (10) day posting period.**
- **Following an interview with each applicant and within five (5) days of receipt of the files from Human Resources, the department shall reach one of the following recommendations regarding the applicants:**
 - (1) **acceptance of request to transfer**
 - (2) **rejection of request to transfer**
 - (3) **consideration to include applicant in the pool along with all other applicants.**
- **The transfer request is preliminarily approved by both the department and the immediate supervisor for the department in which the position is available**
- **The transfer request is forwarded for approval to the office of the relevant College President/Vice Chancellor North Centers**
- **A suitable replacement is found for the position being vacated by the applicant**

Any such transfer shall be considered permanent only upon the completion of each and every condition precedent stated above.

~~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. 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.~~

Section 11. PERSONNEL RECORDS: (TA 9/22/06 3:00 p.m.)

The following material should be obtained for, and retained in, all certificated/**academic** personnel files located in the ~~Chancellor's~~ **District Human Resources** Office:

1. Initial employment records

Application

Official transcripts of academic records

Transcript evaluation form

Pre-employment confidential materials, including:

a) Interview reports

b) Placement office papers

c) Letters of recommendation

Health verification documents

Verification of related work experience

Copies of credential documents

Certificated/**academic** employment recommendation form (P22)

Offer of employment letter

Original signed contracts and employment agreements

Leaves of absence approval documents

Copies of early retirement agreements (original to be filed in Office of Vice Chancellor, Business)

Sick leave transfer letters

Periodic evidence of chest x-ray or approved intradermal tuberculin test

Notices of employment

2. Salary schedule classification advancement information

Petition for advancement

Supportive documents

Action on petition

The following materials should be retained in certificated/**academic** personnel files located in the college president's office:

1. Evaluations and other correspondence related to job performance, including professional growth reports.
2. Directives and other personal communications.

3. Written complaints and commendations.
4. Employee response to written complaints.

For any of the preceding materials not contained within existing files, only those which are considered essential will be required to be added to these files.

ARTICE XIV-A
LEAVES WITH PAY

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

Section 7. SABBATICAL LEAVE:

- B. Sabbatical leave application, processing, approval, and compensation for unit members for fiscal year **2006-07** and thereafter, shall be in accordance with the following provisions:
- (1) ~~All unit members who have satisfactorily completed at least six (6) consecutive years of full-time service in this District will be eligible to apply for a sabbatical leave. [Refer to Exhibit F]~~ **Faculty members may apply for a sabbatical leave during their sixth consecutive year of full-time service, or during their sixth consecutive year of full-time service following a sabbatical leave, such that the faculty member will have completed six consecutive years of full-time service by the beginning of his or her sabbatical leave. (TA 9/22/06, 3:07 p.m.)**
 - (2) The District shall allocate funds in the District budget for financing of sabbatical leaves for up to a maximum of twelve (12) of the eligible unit members. Apportionment of sabbatical leaves between the District colleges shall be as follows: **the number of leaves assigned to Fresno City College and Reedley College-North Centers shall be based upon the ratio of full-time faculty members at Fresno City College and at Reedley-North Centers to the total of all faculty employed by the State Center Community College District. (TA 10/9/06 3:28 p.m.)**

ARTICLE XV
INSURANCE PROGRAMS

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

C. District Contribution

Effective upon ratification/approval, the **2006-07** District contribution toward the health insurance plans shall not exceed **\$867.94** per month per employee.

The ~~2004-05~~ **2007-08** District contribution shall be an amount not-to-exceed a maximum monthly contribution of **\$935.00** per month per employee.

The ~~2005-06~~ **2008-09** 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**, with benefits equal to the dental care insurance plan in effect during fiscal year 1997-98 a PPO network with non-participating dentist's compensated at 100% of usual and customary rates (UCR) as established by the 1998 National Dental Advisory Fee Survey. In the years **2006-2007** and **2007-2008, 2008-2009** the District will continue a premium amount equivalent to the premium cost of the CVDP dental PPO network plan.

Section 4. SALARY PROTECTION INSURANCE:

- D. The salary protection plan (long term disability plan) shall be amended as provided in an amended plan document on file with the District administration, which shall eliminate the monthly maximum limit of \$1,500.00. The benefit shall now state:

Should you be disabled, you will receive 66 2/3% of your monthly "salary" commencing on the ~~91st~~ **101st** day of your disability or the end of any period for which you are receiving sick leave pay, if that is later than ~~90~~ **100** days. (TA 10/4/06 4:24 p.m.)

OPTION 1:

- A. For unit members retiring early (prior to **age of Medicare eligibility**), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The unit member has attained his/her fifty-fifth (55th) birthday;
 3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement.
 4. The unit member is receiving his/her regular retirement allowance from STRS;
 5. This benefit terminates on the date the unit member reaches ~~his/her sixty-fifth (65th) birthday.~~ **age of Medicare eligibility.**
 6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60).
 7. Surviving spouse's benefit terminates on the date surviving spouse reaches age ~~sixty-five (65).~~ **of Medicare eligibility.**
- B. For bargaining unit members who retire and have served the District for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District shall contribute a maximum of up to **two thousand two hundred twenty-eight dollars and eighty-eight cents (\$2,228.88)** per year toward the health insurance supplement to Medicare, or the cost of the health insurance supplement to Medicare, whichever is less, for the life of the employee and his/her spouse, as conditioned below. The maximum District contribution in effect on July 1, 2006, shall be increased annually by two percent (2%) effective September 1, 2006. The unit member shall be eligible to receive said District contributions toward the designated retiree health care supplement as mutually determined by the parties, conditioned upon the following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The retired individual shall have attained ~~his/her sixty-fifth (65th) birthday;~~ **age of Medicare eligibility.**
 3. The unit member is receiving his/her regular retirement allowance from STRS.
 4. Coverage will continue for life of member or surviving spouse;
 5. Spousal coverage is limited to legal spouse on date of retirement;
 6. Contribution toward surviving spouse's supplement shall terminate should spouse re-marry.

C. If a retiree or covered spouse drops the plan for any reason, he/she is not eligible for re-enrollment.

~~D. Retirees or surviving covered spouse are required to pay their portion of the health benefit premium quarterly prior to December 20, March 20, June 20, and September 20.~~

OPTION 2:

A. For unit members retiring early (~~prior to age 65~~ **age of Medicare eligibility**), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of seventy (70%) percent of the District's contribution to the premium of the health insurance program following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
2. The unit member has attained his/her fifty-fifth (55th) birthday;
3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement
4. The unit member is receiving his/her regular retirement allowance for STRS
5. This benefit terminates on the date the unit member reaches his/her ~~sixty-fifth (65th) birthday;~~ **age of Medicare eligibility.**
6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60);
7. Surviving spouse's benefit terminates on the date surviving spouse reaches age ~~sixty-five (65)~~ **age of Medicare eligibility.**

B. Unit members who ~~election~~ **elect** OPTION 2 which provides an enhanced pre-~~age sixty-five (65)~~ **Medicare eligibility age** contribution toward health coverage, are not eligible for a District contribution toward the health insurance supplement to Medicare. (Option 1B)

C. If a retiree or covered spouse drops the plan for any reason, he/she is not eligible for re-enrollment.

~~D. Retirees or surviving covered spouse are required to pay their portion of the health benefit premium quarterly prior to December 20, March 20, June 20, and September 20.~~

ARTICLE XVI
GRIEVANCE PROCEDURE

Article XVI, GRIEVANCE PROCEDURE, shall remain unchanged except for the following amendments:

Section 5. FORMAL LEVEL:

D. Level IV – Arbitration:

- (1) Within fifteen (15) work days after receipt of the decision of the Chancellor, the ~~grievant~~ **Federation** may, upon written notice to the **Associate Vice Chancellor Human Resources** ~~other party~~, submit the grievance to arbitration under and in accordance with the prevailing rules of the **American Arbitration Association**. (TA 10/9/06 3:34 p.m.)
 - a) **Only the Federation (exclusive representative) may demand arbitration.** (TA 10/4/06 4:27 p.m.)

ARTICLE XVII
COMPENSATION

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

Section 1. Salary

2006-2007 Salary

Effective July 1, **2006**, the District shall provide for the **2006-2007** school year an increase equivalent to the Statutory Cost-of-Living Adjustment (**5.92%**) to each cell of the salary schedule which was in effect during the **2005-2006** school year for unit members. **The District shall provide to each bargaining unit member who was in paid work status on September 1, 2006, a one-time non-repetitive (off schedule) stipend in the amount of \$100.00.**

2007-2008 Salary

Effective July 1, **2007**, the District shall provide for the **2007-2008** school year an increase equivalent to the Statutory Cost of Living Adjustment to each cell of the salary schedule in effect during the **2006-2007** 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%, the District will increase each cell of the **2006-2007** salary schedule by an additional 1% effective July 1, **2007**. 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%.

The Statutory Cost-of-Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the **2007-2008** California State Budget Act to the extent that it is actually funded.

*Example

~~The Statutory Cost-of-Living Adjustment for the 2006-07 school year for California Community Colleges is expected to be 2.41%.~~ Suppose the Statutory Cost-of-Living Adjustment for the **2007-08** school year for California Community Colleges is 3.0%, then each cell of the salary schedule in effect for **2006-07** would be increased by the sum of 3.0%. However, if the cost of living adjustment for **2007-08** is 3.0% but is funded through the state budget at only 2.5%, then each cell of the salary schedule in effect for **2006-07** would be increased by 2.5%. If, at anytime during the term of this Agreement, the unfunded amount of 0.5% is restored or partially restored and paid to the District, it shall, to the extent paid to the District, be applied retroactively to the salary schedule for bargaining unit members in paid work status on the date the District is actually paid said funds by the state. Additionally, if the District's actual credit FTES **growth** for the **2006-07** year meets or exceeds 3%, as reported on the **2006-07** Second Principal Apportionment Report (P2), then each cell of the salary schedule for the **2007-08** school year shall be increased by an additional 1% effective July 1, **2007**. However, if the actual credit FTES growth for the **2006-07** is 2.5%, the District will calculate the ratio of actual growth bears to 3% (2.5% divided by 3% or 0.83%) and each cell of the salary schedule for the **2007-08** school year shall be increased by an additional 0.83% effective July 1, **2007**.

2008-2009 Salary

Effective July 1, **2008**, the District shall provide for the **2008-2009** school year an increase equivalent to the Statutory Cost of Living Adjustment to each cell of the salary schedule in effect during the **2007-2008** 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%, the District will increase each cell of the **2007-2008** salary schedule by an additional 1% effective July 1, **2008**. 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%.

The Statutory Cost-of-Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the **2008-2009** California State Budget Act to the extent that it is actually funded.

*Example

~~The Statutory Cost-of-Living Adjustment for the 2007-08 school year for California Community Colleges is expected to be 2.41%.~~ Suppose the Statutory Cost-of-Living Adjustment for the **2008-09** school year for California Community Colleges is 3.0%, then each cell of the salary schedule in effect for **2007-08** would be increased by the sum of 3.0%. However, if the cost of living adjustment for **2008-09** is 3.0% but is funded through the state budget at only 2.5%, then

each cell of the salary schedule in effect for **2007-08** would be increased by 2.5%. If, at anytime during the term of this Agreement, the unfunded amount of 0.5% is restored or partially restored and paid to the District, it shall, to the extent paid to the District, be applied retroactively to the salary schedule for bargaining unit members in paid work status on the date the District is actually paid said funds by the state. Additionally, if the District's actual credit FTES **growth** for the **2007-08** year meets or exceeds 3%, as reported on the **2007-08** Second Principal Apportionment Report (P2), then each cell of the salary schedule for the **2008-09** school year shall be increased by an additional 1% effective July 1, 2008. However, if the actual credit FTES growth for the **2007-08** is 2.5%, the District will calculate the ratio of actual growth bears to 3% (2.5% divided by 3% or 0.83%) and each cell of the salary schedule for the **2008-09** school year shall be increased by an additional 0.83% effective July 1, **2008**.

SALARY DISPUTE

Any dispute pertaining to the salary provisions contained herein for the **2007-2008** and **2008-2009** 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.

Section 8. SALARY CLASSIFICATIONS: (TA 10/4/06 4:44 p.m.)

A. CLASS 1

- (1) Bachelor's degree with a General Secondary or other valid credential granted prior to 1971 authorizing service in grades 13 and 14, OR**
- (2) Full-time valid vocational teaching credential granted prior to 1971 (e.g., two (2) year renewal Standard Designated Subjects Credential requiring three (3) years appropriate occupational experience) and no degree, OR**
- (3) Community College Instructor (or Health Services) Partial Fulfillment Credential [requiring a bachelor's degree plus master's degree in progress], OR**
- (4)* Community College Instructor (or Health Services) Partial Fulfillment Credential [requiring a bachelor's degree plus master's degree in progress], OR**

- (5) **Community College Instructor (or Health Services) Partial Fulfillment Credential [requiring a high school diploma plus six (6) years appropriate occupational experience and no additional college units], OR**
- (6) **Community College Limited Service, or Special Limited Service, or Provisional Credential, OR**
- (7) **Certificate of Qualification for Teaching Classes for Adults, OR**
- (8) **Bachelor's degree in a subject area normally taught at the community college level, OR**
- (9)* **Associate degree plus six (6) years appropriate occupational experience.**

B. CLASS II

- (1) **Master's degree, OR**
- (2) **Bachelor's degree plus forty-five (45) units subsequent to date of bachelor's degree and Community College Instructor or other appropriate fulfilled credential, OR**
- (3) **Full-time valid vocational teaching credential granted prior to 1971 [e.g., Life Standard Designated Subjects Credential requiring three (3) years appropriate occupational experience] and an associate degree, or sixty (60) units, OR**
- (4) **Full-time valid vocational teaching credential granted prior to 1971 [e.g., five (5) year renewal Vocational Class A Credential requiring three (3) years appropriate occupational experience, successful completion of a competency examination, and twenty-eight (28) college semester units], OR**
- (5)* **Community College Instructor or other appropriate fulfilled Credential [requiring an associate degree plus 6 units or sixty-six (66) units and 12 semester units of teacher training course work and four (4) years appropriate occupational experience], OR**
- (6)* **Community College Instructor or other appropriate fulfilled credential [requiring a high school diploma plus 24 college semester units including 12 units of teacher training course work and six (6) years appropriate occupational experience], OR**

- (7)* Community College Instructor Partial Fulfillment Credential or any other appropriate Partial Fulfillment Credential [requiring a bachelor's degree and two years appropriate occupational experience].**
- (8)* Bachelor's degree plus two (2) years appropriate occupational experience.**

C. CLASS III

- (1) Master's degree plus thirty (30) units subsequent to date of master's degree, OR**
- (2) Master's degree and sixty (60) units subsequent to date of bachelor's degree, OR**
- (3) Full-time valid vocational teaching credential granted prior to 1971 [e.g., Life Standard Designated Subjects of five (5) year renewal Vocational Class A Credential requiring three (3) years experience as a journeyman, successful completion of a competence examination, twenty-two (22) or twenty-eight (28) units of professional college courses], and a bachelor's degree, OR**
- (4) Full-time valid life vocational credential granted prior to 1971 [e.g., Life Vocational Class A Credential requiring forty-eight (48) months teaching experience of which 21 are in California, twenty-eight (28) units of professional college courses], plus thirty (30) units subsequent to completion of the credential requirements.**
- (5)* Community College Instructor or other appropriate fulfilled credential [requiring bachelor's degree and two (2) years appropriate occupational experience].**
- (6)* Master's degree and two (2) years appropriate occupational experience.**
- (7)* Bachelor's degree and four (4) years appropriate occupational experience.**

D. CLASS IV

- (1) Master's degree and forty-five (45) units subsequent to date of master's degree, OR**
- (2) Master's degree and seventy-five (75) units subsequent to date of bachelor's degree, OR**
- (3) Full-time valid vocational teaching credential granted prior to 1971 [e.g., Life Standard Designated Subjects Credential requiring three (3) years experience as a journeyman, successful completion of a competence**

examination, twenty-two (22) units of professional college counsel], and a master's degree, OR

- (4) Full-time valid life vocational credential granted prior to 1971 [e.g., Life Vocational Class A Credential requiring forty-eight (48) months teaching experience of which twenty-one (21) are in California, and twenty-eight (28) units of professional college courses], plus forty-five (45) units subsequent to completion of the credential requirements, OR
- (5)* Community College Instructor Credential plus a master's degree and two (2) years appropriate occupational experience.
- (6)* Master's degree and four (4) years appropriate occupational experience.

E. CLASS V

- (1) Earned doctorate's degree, OR
- (2) Master's degree and sixty (60) units subsequent to date of master's degree, OR
- (3) Master's degree and ninety (90) units subsequent to date of bachelor's degree, OR
- (4) Full-time valid vocational teaching credential granted prior to 1971 (e.g., Life Standard Designated Subjects of five (5) year renewal Vocational Class A Credential requiring three (3) years experience as a journeyman, successful completion of a competence examination, twenty-two (22) or twenty-eight (28) units of professional college courses), and a master's degree plus thirty (30) units subsequent to date of master's degree, OR
- (5) Full-time valid life vocational credential granted prior to 1971 (e.g., Life Vocational Class A Credential requiring forty-eight (48) months teaching experience of which twenty-one (21) are in California, and twenty-eight (28) units of professional college courses), plus sixty (60) units subsequent to completion of credential requirements, OR
- (6)* Community College Instructor or other appropriate credential with a master's degree, including sixty (60) units earned subsequent to the date of the bachelor's degree, and two (2) years occupational experience.
- (7)* Master's degree, including sixty (60) units subsequent to date of bachelors and four (4) years of occupational experience.

***Applies only to vocational education assignments.**

ARTICLE XVIII
RETIREMENT AND RETIREES

Article XVIII, Retirement and retirees, shall remain unchanged except for the following amendments:

Section 1. EARLY RETIREMENT:

Unit members may elect to retire before the mandatory retirement age pursuant to the provisions of the State Teacher's Retirement Law and upon such early retirement the unit member's service with the District shall be considered terminated due to his/her taking early retirement.

Section 2. RETIREMENT CONTRIBUTION:

Unit members are required to contribute to the California State Teacher's Retirement System as provided by State Teacher's Retirement Law. The District will contribute such sums to the State Teacher's Retirement System as is required by law.

Section 3. EARLY RETIREMENT PROGRAM:

A. Eligibility:

- (1) Applicants for this early retirement program must have a minimum of ten (10) consecutive years of service in the State Center Community College District in a position requiring certification. A year of service is defined as working seventy-five percent (75%) of the days required by the unit member's contract of employment, or on District-paid leaves.
- (2) Applicants shall be between fifty-five (55) and sixty-four (64) years of age.

B. Compensation:

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

1. In order to be eligible for this early retirement program, the member must retire from the District and may not be employed in any position requiring contribution to the STRS.
2. Unit members contracted under this proposal shall be designated as consultants to the District. As consultants, they will be considered independent contractors. The District will not make contribution to OASDI.

- 3. Early retirement consultants shall be guaranteed annual renewable contracts for part-time service based upon the project or projects meeting a specific need of the District and providing the consultant=s work is performed in a satisfactory manner as determined by management. Projects will be subject to annual review by the administration. Such contracts shall not be renewable after the fifth (5th) college year.**

- 4. Under the terms of this plan, the early retirement consultant shall perform such services for the District as may be mutually agreed upon. Services to be provided by the retiree under contract will vary with the individual but shall be limited to the following:**
 - a. Demonstration teaching;**
 - b. Working on staff development and in-service programs;**
 - c. Assisting in the testing program;**
 - d. Compiling test data;**
 - e. Orienting and providing aid to new teachers;**
 - f. Updating courses of study;**
 - g. Articulation with high schools and colleges;**
 - h. Observation and evaluation of programs;**
 - i. Work with business and industry;**
 - j. Review and develop college, division, and department goals and objectives;**
 - k. Conduct surveys of current and former students;**
 - l. Activities in any area of curriculum, business, or student personnel.**

5. The following formula shall be used to determine the number of days, to the nearest whole figure, to be performed by the consultant.

$$\frac{\text{Maximum Class IV, Step 25 Figure (Not including doctorate)}}{\$7500} = \frac{177 \text{ Days}}{\text{x contract days}}$$

The actual dates of service will be determined on a mutually agreed-upon basis.

6. The early retirement consultant may choose to discontinue this program at the end of any contract year.
7. Application for this program shall be directed to the college president's office by January 1 of each college year. Late applications will not be considered. From those who apply, selection shall be made on the basis of available funds, and District need.
8. The project or projects proposed to be performed by an applicant must be mutually agreed upon by the applicant and the president of the college.
9. At the end of the contract, the consultant continues eligibility for retiree insurance benefits.
10. For purposes of this section, the school year shall begin August 1 and end June 30.

Section 4. REDUCTION TO PART-TIME EMPLOYMENT STATUS PRIOR TO RETIREMENT

- A. Reduced Load contracts for unit members may be issued only when a reduced load contract immediately precedes retirement from the District and the unit member is in paid work status, performing services during the semester(s) of any reduced load contract, pursuant to the following conditions:
- (1) The unit member shall have reached his/her 55th birthday prior to reduction in workload;
 - (2) The unit member shall have served in a position in the District as a member of the bargaining unit for at least ten (10) years of which the immediately preceding five (5) years were full time employment;
 - (3) During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full time in a

position requiring membership in this system for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed by this section.

- (4) The option of a reduced load contract shall be exercised at the request of the member and can be revoked only with the mutual consent of the employer and the member.
- (5) All reduced load contracts issued under this section must constitute at least a fifty percent (50%) assignment with corresponding pro rata pay on Salary Schedule "A." The minimum number of duty days shall be equal to one-half (2) the number of individual unit members' contract duty days.
- (6) Unit members in the reduced load contract program shall be entitled to the same insurance benefits as though they were employed full-time. Time in service for purposes of determining step advancement on the salary schedule and sabbatical leave eligibility shall be as though they were employed full-time, and sick leave shall be on a pro rata cumulative basis;
- (7) The period of the reduced load contract, shall not exceed five (5) years.
- (8) The member shall contribute to the Teachers Retirement Fund the amount that would have been contributed had the member been employed full time.
- (9) The District shall contribute to the State Teachers Retirement Fund an amount based upon the salary that would have been paid to the unit member had the unit member been employed full time and at the rate specified by the Board.
- (10) The unit member must retire at the conclusion of the reduced load contract period.

Section 5. EARLY RETIREMENT INCENTIVE

- A. **Early Retirement Incentives Program for Full-time ~~Certificated~~ Bargaining Unit Members.**
- B. **The Early Retirement Incentive Program set forth below, is only available and applicable to ~~certificated~~ bargaining unit members who are in full-time**

work status with the District. Persons on a reduced load contract, in accordance with Section 5 immediately above, shall not be eligible to participate in this program.

- C. Incentive stipends are to be paid in two equal installments. The first installment shall be paid shortly after separation. The second installment shall be paid in January of the tax year following retirement. To be eligible to receive the incentive stipend, the retiree must have applied for S.T.R.S. retirement and must begin receiving his/her S.T.R.S. retirement allowance immediately following retirement separation from the District.

Age on effective
date of retirement:

Age 56:	\$14,000	To be eligible for the stipend, faculty must notify the District Office of intent to retire by April 30 of the year before their final school year of teaching. Exceptions to the notification deadlines must be approved by the chancellor.
Age 57:	\$12,000	
Age 58:	\$10,000	
Age 59:	\$ 8,000	
Age 60:	\$ 6,000	
Age 61:	\$ 5,000	Age 62 and older – No incentive

In lieu of the above decreasing incentive, a special one-time only incentive bonus of \$14,000.00 will be granted to any eertificated 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 12, 2007, for retirement at the end of Fall semester 2007, and November 16, 2007, for retirement at the end of the Spring semester, 2008.

- D. Faculty members retiring under this Early Retirement Incentive Plan may teach up to a one-fifth teaching load during the year immediately following retirement (August through June or Spring/Fall). Salary shall be on an hourly basis calculated upon the unit member's Schedule A salary at time of retirement. The total hourly compensation under this incentive program shall not exceed twenty (20%) percent of the unit member's Schedule A salary paid at the time of retirement, and in no event shall it exceed the maximum earnings allowed by S.T.R.S. Counselors, nurses, librarians and tutorial staff may work up to a one-fifth load within their area of expertise. Subsequent assignments under this Early Retirement Incentive Program

must be mutually agreed upon on an individual basis at the discretion of the college president.

- E. This Early Retirement Incentive Program for full-time eertificated 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, and shall thereafter not be considered a status quo by the parties.**

**ARTICLE XIX
INTELLECTUAL PROPERTY RIGHTS**

Article XIX, INTELLECTUAL PROPERTY RIGHTS, shall remain unchanged except for the following amendments: (TA 10/9/06 2:02 p.m.)

6.0 Responsibilities

6.1 Registration of copyright

It shall be the responsibility of the party who owns the copyright to register that copyright with the United States Copyright Office.

6.2 Acquiring and paying for necessary rights from third parties

If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party who owns the copyright to that work. Unit members acknowledge that, in some cases, when the cost of acquiring those rights from third parties is paid by the District, this payment may constitute a “District Supported Work,” thereby fixing the ownership of the copyright with the District.

6.3 Dispute resolution

Disputes between unit members and the District concerning this Article shall be resolved pursuant to the grievance procedures in Article XVI of this Agreement.

EXHIBIT A
UNIT COMPOSITION

Exhibit A, UNIT COMPOSITION, shall remain unchanged except for the following amendments:

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

- A. Employees in positions designated as management by the Board of Trustees, including the Chancellor, Vice Chancellors, College Presidents, Deans, Associate Deans, and directors (except Directors of Athletics).
- B. All personnel compensated solely on Salary Schedule "C", Substitutes, both short-term and long-term.
- C. All temporary employees as defined by Education Code sections 87470, 87482, and 87612. **This exclusion shall remain as set forth above until PERB rules otherwise.**

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 matter shall be referred to the Public Employment Relations Board.

Recommendation:

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.

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
State Center Community College District**

Name of bargaining unit: **SCFT Local 1533, CFT/AFT, AFL-CIO Full-Time**
 What are the effective dates of the proposed agreement? From **7/1/06** to **6/30/09**
 Date of public meeting: **11/7/06** Date disclosure available: **10/31/06**
 Disclosure prepared by: **Randy Rowe**

A. Proposed change in salary - Indicate the percentage salary change over the prior year salary schedule for the current and subsequent fiscal years. Are the costs on-going or one-time costs?

Year of proposed agreement	2006-2007	2007-2008	2008-2009
Percentage salary change	5.92%*	COLA+1% (Growth)	COLA+1% (Growth)
On-going or one-time costs?	Ongoing	Ongoing	Ongoing

*The District shall provide to each bargaining unit member who was in paid work status on September 1, 2006 a one-time, non-repetitive (off schedule) stipend in the amount of \$100.00.

B. Cost of agreement - Indicate the costs of salary and benefit improvements that would be incurred under the agreement for the current and subsequent fiscal years. The total cost of the agreement shall be the same as the total cost reported on the SPI form Impact of Salary Settlement on the School District Budget.

Year	2006-2007	2007-2008	2008-2009
Salary	\$2,430,000	Unknown	Unknown
Benefits	\$272,400	Unknown	Unknown
Other costs (Stipends)	\$46,600	Unknown	Unknown
Total costs	\$2,749,000	Unknown	Unknown

C. Source of funding - Indicate the source of funding for the proposed agreement. If staff reductions would be required, this should be stated. Please use additional pages as necessary.

General Fund

D. Major provisions - List the major provisions and each of the other costs of the agreement for the current and subsequent fiscal years. Please use additional pages as necessary.

To be funded from the General Fund:

- a. **Early Retirement Incentive 2007-08 – Dollar amount unknown**

No fiscal impact:

- a. **Safety**
- b. **Flex Day**
- c. **Grievance Provisions**

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Disclosure of Collective Bargaining Agreement, ITEM NO. 06-59
State Center Federation of Teachers Part-Time
Faculty Bargaining Unit, and Public Hearing

EXHIBIT: Disclosure of Collective Bargaining Agreement

Background:

The disclosure of the collective bargaining agreement has been posted since October 31, 2006. The estimated cost of the 7.92% salary increase to Schedule C for 2006-07 is \$962,000 to be paid from general funds. The estimated parity stipend cost of \$1,105,000 will be paid from state parity funds. Terms of the tentative agreement with the State Center Federation of Teachers Part-Time Faculty are:

ARTICLE I
TERM OF AGREEMENT

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, **2006**, 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, **2009**.

ARTICLE V
WAIVER OF BARGAINING

Section 2.

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 the parties. The contract will run through June 30, **2009**. The Federation's initial proposals for the **2009-2010** school year will be presented to the Board of Trustees no earlier than March 1, **2009**.

Section 3. Reopener Negotiations

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

ARTICLE XV COMPENSATION

Section 1. SALARY

2006-2007 Salary

Effective **August 14, 2006**, the District shall provide for the **2006-2007** school year an increase of 7.92% to each cell of the salary schedule which was in effect during the **2005-2006** school year for unit members.

2007-2008 Salary

Effective July 1, **2007**, the District shall provide for the **2007-2008** school year an increase equivalent to the Statutory Cost of Living Adjustment to each cell of the salary schedule in effect during the **2006-2007** 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%, the District will increase each cell of the **2006-2007** salary schedule by an additional 1% effective July 1, **2007**. 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%.

The Statutory Cost-of-Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the **2007-2008** California State Budget Act to the extent that it is actually funded.

*Example

~~The Statutory Cost of Living Adjustment for the 2006-07 school year for California Community Colleges is expected to be 2.41%. Suppose the Statutory Cost-of-Living Adjustment for the 2007-08 school year for California Community Colleges is 3.0%, then each cell of the salary schedule in effect for 2006-07 would be increased by the sum of 3.0%. However, if the cost of living adjustment for 2007-08 is 3.0% but is funded through the state budget at only 2.5%, then each cell of the salary schedule in effect for 2006-07 would be increased by 2.5%. If, at anytime during the term of this Agreement, the unfunded amount of 0.5% is restored or partially restored and paid to the District, it shall, to the extent paid to the District, be applied retroactively to the salary schedule for bargaining unit members in paid work status on the date the District is actually paid said funds by the state. Additionally, if the District's actual credit FTES growth for the 2006-07 year meets or exceeds 3%, as reported on the 2006-07 Second Principal Apportionment Report (P2), then each cell of the salary schedule for the 2007-08 school year shall be increased by an additional 1% effective July 1, 2007. However, if the actual credit FTES growth for the 2006-07 is 2.5%, the District will calculate the ratio of actual growth bears to 3% (2.5% divided by 3% or~~

0.83%) and each cell of the salary schedule for the **2007-08** school year shall be increased by an additional 0.83% effective July 1, **2007**.

2008-2009 Salary

Effective July 1, **2008**, the District shall provide for the **2008-2009** school year an increase equivalent to the Statutory Cost of Living Adjustment to each cell of the salary schedule in effect during the **2007-2008** 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% the District will increase each cell of the **2007-2008** salary schedule by an additional 1% effective July 1, **2008**. 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%.

The Statutory Cost-of-Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the **2008-2009** California State Budget Act to the extent that it is actually funded.

*Example

~~The Statutory Cost-of-Living Adjustment for the 2007-08 school year for California Community Colleges is expected to be 2.41%.~~ Suppose the Statutory Cost-of-Living Adjustment for the **2008-09** school year for California Community Colleges is 3.0%, then each cell of the salary schedule in effect for **2007-08** would be increased by the sum of 3.0%. However, if the cost of living adjustment for **2008-09** is 3.0% but is funded through the state budget at only 2.5%, then each cell of the salary schedule in effect for 2007-08 would be increased by 2.5%. If, at anytime during the term of this Agreement, the unfunded amount of 0.5% is restored or partially restored and paid to the District, it shall, to the extent paid to the District, be applied retroactively to the salary schedule for bargaining unit members in paid work status on the date the District is actually paid said funds by the state. Additionally, if the District's actual credit FTES **growth** for the **2007-08** year meets or exceeds 3%, as reported on the **2007-08** Second Principal Apportionment Report (P2), then each cell of the salary schedule for the 2008-09 school year shall be increased by an additional 1% effective July 1, 2008. However, if the actual credit FTES growth for the **2007-08** is 2.5%, the District will calculate the ratio of actual growth bears to 3% (2.5% divided by 3% or 0.83%) and each cell of the salary schedule for the **2008-09** school year shall be increased by an additional 0.83% effective July 1, **2008**.

Part-Time Faculty "Parity" Stipend

If the District receives additional "parity" monies for the **2006-2007** 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** school year. The distribution shall be based upon the number of part-time/overload Lecture Hour

Equivalents (LHE's) in Fall semester **2006** and Spring semester **2007** 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 and 2008-09 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.

Recommendation:

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 by the Board is necessary as the proposal will be considered in closed session.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

State Center Community College District

Name of bargaining unit: **AFT Part-Time Bargaining Unit**

What are the effective dates of the proposed agreement? From **7/1/06** to **6/30/09**

Date of public meeting: **11/7/06** Date disclosure available: **10/31/06**

Disclosure prepared by: **Randy Rowe**

A. Proposed change in salary

Indicate the percentage salary change over the prior year salary schedule for the current and subsequent fiscal years. Are the costs on-going or one-time costs?

Year of proposed agreement	2006-2007	2007-2008	2008-2009
Percentage salary change	7.92%	COLA+1%(Growth)	COLA+1%(Growth)
On-going or one-time costs?	On-going	On-going	On-going

B. Cost of agreement

Indicate the costs of salary and benefit improvements that would be incurred under the agreement for the current and subsequent fiscal years. The total cost of the agreement shall be the same as the total cost reported on the SPI form Impact of Salary Settlement on the School District Budget.

Year	2006-2007	2007-2008	2008-2009
Salary	\$962,000	Unknown	Unknown
Benefits	N/A	N/A	N/A
Other costs (Stipends)	\$1,105,000	Unknown	Unknown
Total costs	\$2,067,000	Unknown	Unknown

C. Source of funding

Indicate the source of funding for the proposed agreement. If staff reductions would be required, this should be stated. Please use additional pages as necessary.

General Fund for Salary Increase
State Parity Funds for Other Costs (Stipends)

D. Major provisions

List the major provisions and each of the other costs of the agreement for the current and subsequent fiscal years. Please use additional pages as necessary.

No Other Fiscal Impact

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

PRESENTED TO THE BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Disclosure of Collective Bargaining
Agreement, California School Employees
Association #379, and Public Hearing

ITEM NO. 06-60

EXHIBIT: Disclosure of Collective Bargaining Agreement

Background:

The disclosure of the collective bargaining agreement has been posted since October 31, 2006. The estimated cost for benefit improvements for 2006-07 is \$276,000. The estimated cost for salary improvements for 2006-07 is \$1,390,000. The estimated one-time stipend cost is \$54,100. The estimated total cost of salary and benefit improvements for 2006-07 is \$1,720,000. Terms of the tentative agreement with the California School Employees Association #379 are:

ARTICLE 1
TERM OF AGREEMENT

ARTICLE 1, TERM OF AGREEMENT shall remain unchanged except for the following amendments.

This agreement between the State Center Community College District, hereinafter referred to as the "District," its successor and/or affiliates and the California School Employees Association, Chapter 379 (hereinafter referred to as "CSEA") is effective on the **later of July 1, 2006 or upon ratification** and shall remain in full force and effect until **the later of** the close of the workday on June 30, **2009**, or when a successor agreement is in effect.

ARTICLE 2
RECOGNITION

ARTICLE 2, RECOGNITION shall remain unchanged except for the following amendments.

The District recognizes the CSEA as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification by Public Employment Relations Board and the parties to this Agreement voluntarily agree not to seek a change in the unit during the term of the Agreement and shall make good faith efforts to resolve new or changed position designation disputes prior to such disputes being submitted to the Public Employment Relations Board for decision.

The classification of **Human Resources** Personnel Assistant, **Human Resources** Personnel Technician, Human Resources/MIS Data Researcher, Administrative Assistant to the Fresno City College ~~Business Manager~~ **Vice President Administrative Services**, and District Office Payroll positions of: Account Clerk III, Account Tech II, Account Tech I and Benefits Specialist, shall hereafter be deemed a confidential position not contained within the bargaining unit represented by the Exclusive Representative CSEA.

ARTICLE 7
DISTRICT/CSEA RELATIONS - CSEA RIGHTS

ARTICLE 7, DISTRICT/CSEA RELATIONS – CSEA RIGHTS shall remain unchanged except for the following amendments.

- B. CSEA may use bulletin boards designated for its use in appropriate placed located on campus and at off-campus facilities. All items to be posted shall be officially authorized by the CSEA chapter president, and shall bear the date of posting and the date of removal. A copy shall be provided to the Chancellor, ~~and~~ the College Presidents and **Vice Chancellor North Centers prior to posting.**

CSEA is limited to the use of no more than one-fourth (1/4) of any one designated bulletin board at any one time.

- L. Released Time: CSEA is limited to six (6) hours of released time per month for each 100 employees represented within the unit. Each time a designee is to be released from his/her job assignment, the designee shall complete an absence report and have it approved by his/her immediate supervisor. ~~If the designee is taking released time to assist an employee with a grievance, the designee shall notify the supervisor of the employee that he/she is assisting prior to giving any assistance.~~ In order for the designee to be released, he/she shall give his/her immediate supervisor a prior day's notice before leaving his/her work station. The CSEA President shall authorize designee who may request released time and shall notify the District Associate Vice Chancellor, Human Resources and the designee's immediate supervisor prior to the released time. **If the designee is taking released time to assist an employee with a grievance, the designee shall notify the supervisor of the employee that he/she is assisting prior to giving any assistance.** In cases of

bonafide emergencies necessitating CSEA assistance, the designee shall be released.

CSEA and the Associate Vice Chancellor, Human Resources, shall serve as designees for the purposes of such release time.

CSEA shall have the right to designate members, the number to be determined by the ground rules, which shall be given mutually, agreed upon released time to participate in meet and negotiate sessions.

- M. If, at the request of the District, a CSEA designee is participating in a District convened shared governance meeting, or attending a Board of Trustees or Personnel Commission meeting, release time is to be granted outside of that specified in this article.**

ARTICLE 9 **SICK LEAVE**

ARTICLE 9, SICK LEAVE shall remain unchanged except for the following amendments.

Members of the bargaining unit employed by the District ~~five (5) days~~ **40 hours** per week **and 12 months per year** ~~with full pay for a fiscal year~~ shall be entitled to twelve (12) days (**96 hours**) leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned work day, exclusive of overtime.

~~Members of the bargaining unit employed less than five (5) days a week and/or but less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bear to twelve months. If for any reason it is impossible to report for work, the employee shall notify his/her supervisor or the designated alternate as soon as possible, but not later than thirty (30) minutes after the reporting time. Persons absent because of illness shall inform their supervisor in a timely manner as to when they expect to return to work. (moved to part below)~~

Members of the bargaining unit employed full time for 40 hours per week, but less than a full fiscal year are entitled to a proportion of 12 days or 96 hours leave of absence for illness or injury as the number of months he/she is employed bears to 12. Example: a 40 hour per week 12-month employee earns one day (8 hours) of sick leave per month. Therefore, a 40 hour per week ten-month employee will earn 10/12 of 12 days or ten 8-hour days (80 hours) of sick leave per fiscal year.

Members of the bargaining unit employed 12 months per year, but less than 40 hours per week are entitled to that proportion of 12 days or 96 hours leave of absence for illness or injury as the number of hours he/she is employed per week bears to 40. Example: a 40 hour per week 12 month employee earns 96 hours of

sick leave per year. Therefore, a 30 hour per week 12-month employee will earn 30/40 or 75% of 96 hours or 72 hours of sick leave per fiscal year.

When such persons are employed for less than a full fiscal year of service and less than 40 hours per week, the preceding paragraphs shall determine that proportion of absence for illness or injury to which they are entitled. Example: a 30 hour per week and 10 month employee would earn $\frac{3}{4}$ of 8 hours per month which is 6 hours for each of the 10 months worked.

If for any reason it is impossible to report for work, the employee shall notify his/her supervisor or the designated alternate as soon as possible, but not later than thirty (30) minutes after the reporting time. Persons absent because of illness shall inform their supervisor in a timely manner as to when they expect to return to work.

Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under paragraphs 1 and 2. The rate of pay for sick leave shall be the same rate the employee would have received had he/she worked that day.

An employee who has been with the District for five years or more, has received advanced sick leave payment, and does not return to active employment during the year the sick leave was advanced long enough to earn the sick leave that was advanced, will not be required to make any repayment of the advanced sick leave.

An employee who has worked for the District less than five years, has received advanced sick leave payment, and does not return to active employment during the year the sick leave was advanced will have his/her case reviewed individually to determine if repayment will be requested.

Except where otherwise provided by law, medically verified pregnancy disability shall be treated the same as any illness absence.

If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.

Any employee who does not use Sick Leave or personal Necessity Leave during an entire fiscal year (July 1 to June 30) shall accrue an additional day of sick leave for use in any subsequent school year.

Members of the bargaining unit absent due to illness for more than three (3) consecutive assigned work days may be required to submit a medical release from a Health Care Provider to their immediate supervisor prior to being permitted to return to work. The medical release shall certify that the employee is capable of

performing the duties required of his/her regular position. A member absent for more than five (5) workdays shall notify the District of his/her approximate return date.

“Health Care Provider” means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law

At the discretion of the district, members of the bargaining unit may be required to submit a medical examination by a physician selected and paid for by the District.

A member who has been employed by some other school district for a period of one calendar year or more and who terminates such employment for the sole purpose of accepting a position in this District and who subsequently accepts within one year of such termination of his/her former employment a position with this District, and upon employee request, shall have transferred with him/her all of the unused accumulated sick leave. If the member is in a probationary status he/she may not use more than six (6) days or the prorated amount to which he/she may be entitled to under paragraphs 1, 2, and 5 of this Article.

All sick leave rights or accumulations shall be canceled when a member severs all official connection with the District as an employee, except that accumulated leave may be transferred to a subsequent employing district upon employee written request. Upon retirement any accumulated sick leave shall be credited toward a member’s retirement, except as otherwise provided by law. (G.C. 20963)

During the first three (3) months of each fiscal year each member shall be provided with a current accounting of his/her accumulated sick leave.

Upon medical verification by a physician and after exhaustion of all paid leave; i.e., sick leave, accumulated vacation and accumulated compensatory time, a member of the classified service who is ill or injured will be paid one-half of his/her actual salary up to ninety (90) calendar days from the sixth day of absence, except that a person on continuing sick leave shall receive such pay providing half pay is preceded by at least five (5) days of continuing illness and absence. Beginning with the 91st day of illness or injury absence, members with one (1) or more years of service are eligible for District provided Long-Term Disability

Insurance in accordance with Article 31. A member ~~is required to~~ **may** request an unpaid health leave of absence while on Long-Term Disability Insurance.

After exhaustion of all paid sick leave, and ninety (90) days from the first day of absence, a member with two (2) years of service or more may be placed on unpaid leave upon request and with the approval of the Board of Trustees. The unpaid leave may not exceed twelve (12) months (See Article 14.)

Members who take time off during the workday for medical or dental appointments shall utilize sick leave for this purpose or, with permission of the supervisor, be allowed the alternative of making up all or a portion of the time on the same day. Members who have a one (1) hour lunch period may use up to one-half (1/2) hour to make up the time lost.

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 statement or other acceptable verification from a district selected licensed Health Care Provider physician of District's choice. Statement or other acceptable verification to be submitted within five days of a request to the Associate Vice Chancellor.

A member may apply time when he/she is absent because of illness to unused vacation time. In such an instance any employee may request consideration at the time of absence to have the absence applied against vacation time rather than sick leave. The minimum sick leave shall be one (1) hour. Leaves in excess of one (1) hour shall be charged in increments of thirty (30) minutes.

Quarantine: All regular classified employees are entitled to receive full salaries when quarantined by City or County health officials because of another's illness. Such quarantine must be verified by a physician or health official.

Catastrophic Leave

Catastrophic leave is sick leave that is donated by unit members for the benefit and use of a fellow unit member who has been absent from work for an extended period of time due to medical necessity. A unit member may only be granted catastrophic leave when he/she has exhausted all leaves available to them as identified in the collective bargaining contract.

Catastrophic leave is to be awarded on a case-by-case basis with the mutual agreement of the District and the President of CSEA Chapter #379 or their respective designees. Bargaining unit members may donate accumulated and unused eligible leave credits to another bargaining unit member when the

bargaining unit member (Donee) suffers from a medical condition consistent with the provisions set forth below.

A. Definitions:

1. Catastrophic Illness or Injury: Catastrophic illness or injury means an illness that is expected to incapacitate the bargaining unit member for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking such extended time off from work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
2. Eligible Leave Credits: Eligible leave credits means vacation and sick leave accrued to the donating employee.

B. Status Quo

C. Status Quo

D. Status Quo

E. Withdrawals from the Catastrophic Leave Bank:

5. **For a member to be eligible to withdraw out of the bank in the event of catastrophic incident for a particular fiscal year, that member must have donated a minimum of 8 hours/1 day of sick leave to the catastrophic leave bank during the period of July 1 through August 31 of that particular fiscal year.**

F. Applicant's Responsibility: The unit member who is eligible for the use of catastrophic leave shall apply in writing to the Associate Vice Chancellor **or his/her designee** of Human Resources in the following manner:

1. The request for leave shall be in writing and submitted to the Associate Vice Chancellor of Human Resources **or his/her designee** when it is apparent to the employee that his/her existing leave will be exhausted before they will be able to return to work.
2. The requesting employee shall attach a physician's statement verifying that the member is unable to return to work due to their medical condition and/or the medical condition of the family member. The statement must also verify that the employee's

condition will likely continue to incapacitate the employee for an extended period of time.

G. District Responsibility:

1. The District and CSEA shall jointly request donations for the Catastrophic Leave Bank, at any time the account balance diminishes below forty (40) eligible leave credits.
2. The District shall maintain the Catastrophic Leave Bank and provide forms for employees to use who wish to donate credits to the bank.
3. The distribution of the leave credits shall be approved by the Associate Vice Chancellor of Human Resources **or his/her designee** and the President of CSEA Chapter #379.

~~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 statement or other acceptable verification from a District selected licensed Health Care Provider physician of District's choice. Statement or other acceptable verification to be submitted within five days of a request Associate Vice Chancellor.~~

~~A member may apply time when he/she is absent because of illness to unused vacation time. In such an instance, an employee may request consideration at the time of absence to have the absence applied against vacation time rather than sick leave. The minimum sick leave shall be one (1) hour. Leaves in excess of one (1) hour shall be charged in increments of thirty (30) minutes.~~

~~**Quarantine:** All regular classified employees are entitled to receive full salaries when quarantined by City or County health officials because of another's illness. Such quarantine must be verified by a physician or health official. Moved to end of Sick Leave section, prior to Catastrophic Leave.~~

[ARTICLE 10 - 21 – status quo]

ARTICLE 22

RECRUITMENT, TRANSFER, PROMOTION, ELIGIBILITY LISTS

Section 1. Posting of Notice

~~Notice of all vacancies shall be posted on bulletin boards in prominent locations at each District job site together with the normal use of newspapers and bulletins for public notice for open or promotional vacancies. The job notice shall remain posted for a period of not less than ten (10) working days during which time employees may file for the vacancy. Any employee who will not be reporting at his/her work location during the period of the posting of the notice (e.g., paid or unpaid leave of absence, vacation, or layoff) and who has previously requested notification, shall be mailed a copy of the notice on the date the position is posted.~~

~~The job vacancy notice shall include the job title, a brief description of the position duties, the minimum qualifications required for the position and the deadline for filing to fill the position.~~

Section 2. Lateral Transfers

~~Any employee in the bargaining unit in the same class or related class as determined by the Personnel Commission may apply for transfer to that position by filing a written notice with the Personnel Department of the District. When management decides to fill a vacant position, it shall first be offered for lateral transfer. The list of three (3) most senior laterals shall be used to fill the vacant position. If less than three (3) laterals apply, the District may select from a combined total of three (3) ranks of lateral and the eligibility list.~~

~~No employee shall be allowed to transfer to another unit until successful completion of the probationary period.~~

Section 3. Promotions

~~A. Permanent and probationary employees in the bargaining unit may apply for any vacancy which can be considered a promotion after the announcement of the position vacancy. A promotion is considered an appointment to another classification which requires additional skills, responsibilities and is on a higher salary range.~~

~~B. If fewer than 3 lateral transfer applicants are available for interview, then additional promotional candidates, up to a combined total of 3 (permanent unit members) lateral and promotional candidates, in addition to the top 3 ranks on the Eligibility List, shall be given the opportunity for an interview.~~

Section 4. Open Recruitment

~~Open recruitment may take place simultaneously with the posting of notice at all locations.~~

Section 5. Seniority Credit

~~Seniority credit shall be added to the final passing score of candidates currently employed by the district. A score of 75 is considered the minimum passing score. Seniority credit shall be calculated in the amount of one-half point for each full year of service not to exceed a total of five (5) points. Credits shall not be calculated for less than each full year of service. A full year's credit shall be granted to employees whose regular work year exists on less than a twelve-month basis, but in no event shall credit be granted to employees working less than full time nor less than ten (10) months per year.~~

Section 6. Establishment of Eligibility Lists

~~All applicants with a passing score shall be placed on the eligibility list in order of their relative merit as determined by competitive examination. Appointments shall be made from the first three (3) ranks (rule of 3) on the eligibility list, and bargaining unit applicants who are actually interviewed pursuant to Section 3B, who are ready and willing to accept the position.~~

~~Following completion of the examination and the establishment of the eligibility list, the District Personnel Office shall certify in writing the qualification of applicants and notify each applicant of his/her standing in writing.~~

[ARTICLE 23 – status quo]

ARTICLE 24 **EQUAL EMPLOYMENT OPPORTUNITY**

ARTICLE 24, EQUAL EMPLOYMENT OPPORTUNITY shall remain unchanged except for the following amendments.

The **District employer** agrees to comply with the applicable federal and state laws. (This paragraph is not included in the grievance process.) CSEA shall have the right to appoint one (1) member to the District Equal Employment Opportunity Committee **or its equivalent** to the extent such Committee is required under federal law. Complaints brought under the guise of equal employment opportunity, discrimination and/or harassment will not be addressed through the grievance process. Such complaints will be addressed through the process available in the District's Board Policy or any other such relief as provided by law.

[ARTICLES 25-27—status quo]

ARTICLE 28 **VACATION PLAN**

ARTICLE 28, VACATION PLAN shall remain unchanged except for the following amendments.

B. Paid Vacation

Annual vacation shall be earned according to the following schedule **but prorated for less than 40 hours per week and/or less than 12 months per year employees:**

1. 12 Month Employees¹

- a. Zero (0) months through two (2) years - 5/6 day per month of employment (10 days/80 hours)
- b. Three (3) through five (5) years - 1 day per month of employment (12 days/96 hours)
- c. Six (6) through nine (9) years - 1-1/2 days per month of employment (18 days/144 hours)
- d. Ten (10) through nineteen (19) years - 1-3/4 days per month of employment (21 days/168 hours)
- e. Twenty (20) years and over - 2 days per month of employment (24 days/192 hours)

D. Vacation Scheduling

Vacations shall be scheduled by the employee and approved by the immediate Supervisor, and ~~my~~ **may** be taken at the convenience of the District at any time during the school year. Fifty percent (50%) of vacation time earned must be consumed by midyear by permanent employees, unless otherwise approved by the immediate supervisor. Management may circulate a vacation schedule at the beginning of the academic year in order to survey employee vacation preferences to assist in anticipation of work coverage. Employees are not obligated to the dates indicated and are not required to provide dates if vacation plans are not known in advance. ~~Food service employees shall take vacation at the discretion of the cafeteria manager in not less than two (2) hour increments or more during days school is in session, and shall not exceed forty (40) hours in any one (1) school year. These hours shall be scheduled first on a voluntary basis and, secondly, on a rotational basis. Cafeteria employees with accumulated vacation hours at the end of the school year shall be paid in a lump sum payment for unused vacation. If an employee does not use his/her full annual vacation, the amount earned in the immediate preceding year not taken shall accumulate and be carried over for use in the next year. In a work unit where vacation schedules are staggered, the employee with the most seniority shall be given priority for scheduling his/her vacation. Permission to use vacation in advance of earning may be granted by the District.~~

Food service employees shall take vacation at the discretion of the cafeteria manager in not less than two (2) hour increments or more during days school is in session, and shall not exceed forty (40) hours in any one (1) school year. These hours shall be scheduled first on a voluntary basis and, secondly, on a rotational basis. Cafeteria employees with accumulated vacation hours at the end of the school year shall be paid in a lump sum payment for unused vacation.

¹Anniversary date is effective first of month following completion of appropriate number of years unless employment date is the first of month.

Vacation time may be taken in increments of one (1) hour.

Earned vacation shall not become a vested right until completion of the initial six (6) months of employment, and may not be used until the first day of the calendar month after the completion of six (6) months of active service with the District.

ARTICLE 29 **HOURS OF WORK**

ARTICLE 29, HOURS OF WORK, shall remain unchanged except for the following amendments.

G. Overtime Distribution: The supervisor will ~~attempt to~~ **normally** assign overtime on ~~an equitable~~ **a rotational** basis, based on the knowledge and skills (relationship to the assignment) or those members in the unit desiring to work overtime. However, the supervisor may assign overtime as needed and the employee may not refuse overtime if he/she is given reasonable notice, except during an emergency (reasonable is defined as the previous day). In the event of mandatory assignment of overtime, a member may elect a choice to take compensatory time off in lieu of cash compensation for overtime work, unless the immediate supervisor determines the election to be disruptive to the department work or one which creates a financial problem for the department. Compensatory time off shall be granted at the appropriate overtime rate and shall be taken during the same fiscal year, except in any case where such utilization of compensatory time off would violate any State or Federal law. In the event overtime is accumulated in excess of 240 compensatory time off hours, cash payment for overtime shall be provided to the unit member by July, except the positions of Equipment Manager, and Department Secretary for Nurses, must use accrued compensatory time by July 31 in any calendar year.

[ARTICLE 30 – status quo]

ARTICLE 31 **HEALTH AND WELFARE BENEFITS**

ARTICLE 31, HEALTH AND WELFARE shall remain unchanged except for the following amendments.

Section 1. HEALTH INSURANCE:

- A. The District shall provide health plan insurance coverage for eligible unit members and their dependents, conditioned upon the provisions of this Article, including but not limited to the District contribution as set forth in Section 5 of this Article.

- B. Health plan insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. Any health insurance plan(s) offered to unit members shall first be mutually agreed to by the District and the CSEA.

The unit member will pay through payroll deduction the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected health plan.

Section 2. DENTAL INSURANCE:

- A. The District shall provide a dental care insurance program for eligible unit members and their dependents comparable to that provided during the 1996-97 contract year except that the benefit level cap shall be increased to One Thousand Five Hundred Dollars (\$1,500.00) per policy year.
- B. Dental care insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. Unit members and their dependents shall become eligible for dental benefits following successful completion of six (6) months employment with the District.

Section 3. VISION INSURANCE:

- A. The District shall provide a vision care insurance program for eligible unit members and their dependents.
- B. Vision care insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. Unit members and their dependents shall become eligible for vision benefits following successful completion of six (6) months employment with the District. Unit members may purchase the insurance by contributing the monthly premiums during this waiting period.

Section 4. LIFE INSURANCE:

- A. The District shall provide a level term life insurance program for eligible unit members and their dependents: \$50,000 level term plus \$5,000.00 dependent coverage. This benefit shall become effective as soon after the ratification approval process as practicable.

- B. Level term life insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. Unit members and their dependents shall become eligible for life benefits following successful completion of six (6) months employment with the District. Unit members may purchase the insurance by contributing the monthly premiums during this waiting period.

Section 5. DISTRICT PREMIUM CONTRIBUTIONS:

Effective ~~April 1, 2004~~, **upon ratification/approval, the 2006-07** District contribution toward the medical insurance plans for the fiscal year shall not exceed ~~\$652.00~~ **867.94** per month. **Additionally, if the full-time faculty bargaining unit, and/or management and/or confidential employees, receive a medical district premium contribution during the 2006-07 fiscal year greater than \$867.94 per month, an equivalent amount shall be applied to the classified bargaining unit to be stated within Article 31 Section 5.**

The ~~2004-05~~ **2007-08** District contribution shall not exceed ~~\$717.20~~ **935.00 per month**. Additionally, if the full-time faculty bargaining unit, and/or management and/or confidential employees, receive a medical district premium contribution during the ~~2004-05~~ **2007-08** fiscal year greater than ~~\$717.20~~ **\$935.00** per month, an equivalent amount shall be applied to the classified bargaining unit to be stated within Article 31 Section 5.

The ~~2005-06~~ **2008-09** District contribution shall not exceed ~~\$803.26~~ **1,029.00 per month**. Additionally, if the full-time faculty bargaining unit, and/or management and/or confidential employees, receive a medical district premium contribution during the ~~2005-06~~ **2008-09** fiscal year greater than ~~\$803.26~~ **\$1,029.00** per month, an equivalent amount shall be applied to the classified bargaining unit to be stated within Article 31 Section 5.

The unit member will pay the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected health plan.

Section 6. LONG TERM DISABILITY INSURANCE:

- A. The District shall provide a long term disability program for eligible unit members. The District will contribute the full L.T.D. premium for bargaining unit members.

Eligibility

1st year	waiting period
After 1 year	eligible up to one (1) year
After 2 years	eligible up to two (2) years

After 3 years	eligible up to three (3) years
After 4 years	eligible up to four (4) years
After 5 years	eligible up to age sixty-five (65)

To be eligible for District-paid insurance, an employee's regular assignment must be a minimum of twenty (20) hours per week during their assignment work year.

- B. Assuming insurance carrier availability, the program shall be equal to the long term disability plan in effect during the fiscal year 1990/91. The benefit level shall now state:

Should a unit member be disabled, he/she will receive 66 2/3% of his/her monthly "salary" commencing on the 91st day of disability or the end of any period for which the unit member is receiving sick leave pay, if that is later than 90 days.

- C. Long term disability coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions except as otherwise provided.
- D. The long term disability plan shall be amended as provided in an amended plan document on file with the District administration.

Section 7. RETIREE HEALTH INSURANCE:

Option 1:

- A. For unit members retiring early (prior to age ~~65~~ **age of Medicare eligibility**), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
1. The unit member shall have retired after July 1, 2000,
 2. The unit member has attained his/her fiftieth (50th) birthday,
 3. The unit member shall have served the District for a minimum of ten (10) consecutive years immediately preceding retirement,
 4. The unit member is receiving his/her regular retirement allowance from PERS,
 5. This benefit terminates on the date the unit member reaches ~~his/her sixty-fifth (65th) birthday~~ **age of Medicare eligibility**.
 6. Retirees who are eligible for the benefit of the section 7A and who attain their ~~sixty-fifth (65th) birthday~~ **age of Medicare eligibility** shall be eligible to

receive the benefits of Section 7B if the retiree meets all the conditions stated in Section 7B.

- B. The District shall contribute a maximum sum of One Thousand Six Hundred Dollars (\$1,600.00) annually toward health insurance premiums to unit members who retire after July 1, 2000. The unit member may waive the health insurance coverage under this provision, and he/she may elect to purchase dental insurance or vision insurance or both to the extent allowable by the carrier.
 - 1. The unit members have attained their sixty-fifth (65th) birthdays, and prior to reaching age 70;
 - 2. The unit members have served the District for fifteen (15) consecutive years prior to retirement;
 - 3. Must request in letter of retirement;
 - 4. The retiree or spouse must enroll in Medicare Part A and Part B when first qualified.
- C. The maximum District contribution as stated in Section B and in effect on September 1, 2000, shall be increased annually by two percent (2%) effective September 1, 2001.
- D. The unit member is receiving his/her regular retirement allowance from PERS.
- E. If a retiree or covered spouse drops his/her health insurance for any reason, he/she is not eligible for re-enrollment.
- ~~F. Retiree is required to pay his/her portion of health benefit premium quarterly prior to December 20, March 20, June 20, and September 20.~~
- ~~G~~ F. Such contribution shall be paid by the District only until the retiree attains age seventy (70), except any unit member who has served the District for twenty (20) years or more shall continue to be eligible for B above for life.

Option 2:

- A. For unit members retiring early (prior to age 65 of **Medicare eligibility**), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of seventy (70%) percent of the District's contribution to the premium of the health insurance program following:
 - 1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;

2. The unit member has attained his/her sixtieth (60th) birthday;
 3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement;
 4. The unit member is receiving his/her regular retirement allowance from PERS;
 5. This benefit terminates on the date the unit member reaches ~~his/her sixty-fifth (65th) birthday~~ **age of Medicare eligibility**;
 6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60);
 7. Surviving spouse's benefit terminates on the date surviving spouse reaches age ~~sixty-five (65)~~ **of Medicare eligibility**.
- B. Unit members who elect Option 2 which provides an enhanced pre-age ~~sixty-five (65)~~ **of Medicare eligibility** contribution toward health coverage, are not eligible for a District contribution toward the health insurance supplement to Medicare. (Option 1B)
- C. If a retiree or covered spouse drops the plan for any reason, he/she is not eligible for re-enrollment.
- ~~D. Retirees or surviving covered spouse are required to pay their portion of the health benefit premium quarterly prior to December 20, March 20, June 20, and September 20.~~

Section 8. RETIREE LIFE INSURANCE:

Life Insurance: Retiree may continue life insurance coverage at retiree's expense up to age sixty-five (65).

[ARTICLE 32 – status quo]

ARTICLE 33
OPENERS

ARTICLE 33, OPENERS shall remain unchanged except for the following amendments.

During **2007-08** and **2008-09** neither party shall be obligated to bargain any amendment to this Agreement unless both parties mutually agree to reopen negotiations. CSEA shall submit their proposal for a successor contract to the District not later than the regular Board

meeting in March 2009 and the Board shall hold the public hearing on the proposal at the next regular board meeting.

If, during the term of this Agreement, the Personnel Commission is terminated, the parties agree to negotiate articles for classification, and reclassification.

ARTICLE 34 **PAY AND ALLOWANCES**

ARTICLE 34, PAY AND ALLOWANCES shall remain unchanged except for the following amendments.

Compensation for members of the Classified Bargaining Unit shall include but not be limited to:

- A. salary
- B. step and longevity
- C. salary/wage-fringe impact
- ~~D. health and welfare benefits~~
- E D** additional costs as related to the implementation of the Agreement (includes step/longevity increase)

Section 1. Salary:

A. ~~2003-2004 Salary and Medical Benefits~~

~~If the full-time faculty bargaining unit, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2002-2003 fiscal year and that increase is applied and becomes effective during the 2003-2004 fiscal year, that same increase percentage to each cell shall also be applied to each cell of the 2003-2004 classified salary schedule.~~

~~Additionally, if the full-time faculty bargaining unit, and/or management and/or confidential employees, receives a medical district premium contribution greater than \$652.00 per month effective April 1, 2004, an equivalent amount shall be applied to the classified bargaining unit to be stated within Article 31 Section 5.~~

2006-2007 Salary

Effective July 1, 2006, the District shall provide for the 2006-2007 school year an increase equivalent to the Statutory Cost-of-Living Adjustment (5.92%) to each cell of the salary schedule which was in effect during the 2005-2006 school year for unit members. The District shall provide to each full-time bargaining unit member who was in paid work status on September 1, 2006, a one-time non-repetitive (off schedule) stipend in the amount of \$100.00.

If the full-time faculty bargaining unit, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the ~~2002-2003~~ 2005-2006 fiscal year and that increase is applied and becomes effective during the ~~2003-2004~~ 2006-2007 fiscal year, that same increase percentage to each cell shall also be applied to each cell of the ~~2003-2004~~ 2006-2007 classified salary schedule.

B. 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%.~~

~~The Statutory Cost of Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the 2004-05 California State Budget Act to the extent that it is actually funded.~~

*Example

~~The Statutory Cost of Living Adjustment for the 2004-05 school year for California Community Colleges is expected to be 2.41%. If the Statutory Cost of Living Adjustment for the 2004-05 school year for California Community Colleges is 2.41%, then each cell of the salary schedule in effect for 2003-04 would be increased by 2.41%. However, if the cost of living adjustment for 2004-05 is 2.41% but is funded through the state budget at only 1.5% then each cell of the salary schedule in effect for 2003-04 would be increased by 1.5%. If, at any time during the term of this Agreement, the unfunded amount of 0.91% is restored or partially restored and paid to the District, it shall, to the extent paid to the District, be applied retroactively to the salary schedule for bargaining unit members in paid work status on the date the District is actually paid said funds by the state. Additionally, as the District has exceeded 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% effective July 1, 2004.~~

2007-2008 Salary

Effective July 1, 2007, the District shall provide for the 2007-2008 school year an increase equivalent to the Statutory Cost of Living Adjustment to each cell of the salary schedule in effect during the 2006-2007 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%, the District will increase each cell of the 2006-2007 salary schedule by an additional 1% effective July 1, 2007. 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%.

The Statutory Cost-of-Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the 2007-2008 California State Budget Act to the extent that it is actually funded.

If the full-time faculty bargaining unit, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2006-2007 fiscal year and that increase is applied and becomes effective during the 2007-2008 fiscal year, that same increase percentage to each cell shall also be applied to each cell of the 2007-2008 classified salary schedule.

***Example**

Suppose the Statutory Cost-of-Living Adjustment for the 2007-08 school year for California Community Colleges is 3.0%, then each cell of the salary schedule in effect for 2006-07 would be increased by the sum of 3.0%. However, if the cost of living adjustment for 2007-08 is 3.0% but is funded through the state budget at only 2.5%, then each cell of the salary schedule in effect for 2006-07 would be increased by 2.5%. If, at anytime during the term of this Agreement, the unfunded amount of 0.5% is restored or partially restored and paid to the District, it shall, to the extent paid to the District, be applied retroactively to the salary schedule for bargaining unit members in paid work status on the date the District is actually paid said funds by the state. Additionally, if the District's actual credit FTES growth for the 2006-07 year meets or exceeds 3%, as reported on the 2006-07 Second Principal Apportionment Report (P2), then each cell of the salary schedule for the 2007-08 school year shall be increased by an additional 1% effective July 1, 2007. However, if the actual credit FTES growth for the 2006-07 is 2.5%, the District will calculate the ratio of actual growth bears to 3% (2.5% divided by 3% or 0.83%) and each cell of the salary schedule for the 2007-08 school year shall be increased by an additional 0.83% effective July 1, 2007.

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%.

~~The Statutory Cost of Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the 2005-06 California State Budget Act to the extent that it is actually funded.~~

*Example

~~The Statutory Cost of Living Adjustment for the 2004-05 school year for California Community Colleges is expected to be 2.41%. Suppose the Statutory Cost of Living Adjustment for the 2005-06 school year for California Community Colleges is 3.0%, then each cell of the salary schedule in effect for 2004-05 would be increased by the sum of 3.0%. However, if the cost of living adjustment for 2005-06 is 3.0% but is funded through the state budget at only 2.5% then each cell of the salary schedule in effect for 2004-05 would be increased by 2.5%. If, at anytime during the term of this Agreement, the unfunded amount of 0.5% is restored or partially restored and paid to the District, it shall, to the extent paid to the District be applied retroactively to the salary schedule for bargaining unit members in paid work status on the date the District is actually paid said funds by the state. Additionally, if the District's actual credit FTES for the 2004-2005 year, meets or exceeds 3% (24,793, an increase of 722) as reported on the 2004-2005 Second Principal Apportionment Report (P2), then each cell of the salary schedule for the 2005-2006 school year shall be increased by an additional 1% effective July 1, 2005. However, if the actual credit FTES growth for the 2004-2005 is 2.5%, the District will calculate the ratio of actual growth bears to 3% (2.5% divided by 3% or 0.83%) and each cell of the salary schedule for the 2005-2006 school year shall be increased by an additional 0.83% effective July 1, 2005.~~

2008-2009 Salary

Effective July 1, 2008, the District shall provide for the 2008-2009 school year an increase equivalent to the Statutory Cost of Living Adjustment to each cell of the salary schedule in effect during the 2007-2008 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%, the District will increase each cell of the 2007-2008 salary schedule by an additional 1% effective July 1, 2008. 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%.

The Statutory Cost-of-Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the 2008-2009 California State Budget Act to the extent that it is actually funded.

If the full-time faculty bargaining unit, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2007-2008 fiscal year and that increase is applied and becomes effective during the 2008-2009 fiscal year, that same increase percentage to each cell shall also be applied to each cell of the 2008-2009 classified salary schedule.

***Example**

Suppose the Statutory Cost-of-Living Adjustment for the 2008-09 school year for California Community Colleges is 3.0%, then each cell of the salary schedule in effect for 2007-08 would be increased by the sum of 3.0%. However, if the cost of living adjustment for 2008-09 is 3.0% but is funded through the state budget at only 2.5%, then each cell of the salary schedule in effect for 2007-08 would be increased by 2.5%. If, at anytime during the term of this Agreement, the unfunded amount of 0.5% is restored or partially restored and paid to the District, it shall, to the extent paid to the District, be applied retroactively to the salary schedule for bargaining unit members in paid work status on the date the District is actually paid said funds by the state. Additionally, if the District's actual credit FTES growth for the 2007-08 year meets or exceeds 3%, as reported on the 2007-08 Second Principal Apportionment Report (P2), then each cell of the salary schedule for the 2008-09 school year shall be increased by an additional 1% effective July 1, 2008. However, if the actual credit FTES growth for the 2007-08 is 2.5%, the District will calculate the ratio of actual growth bears to 3% (2.5% divided by 3% or 0.83%) and each cell of the salary schedule for the 2008-09 school year shall be increased by an additional 0.83% effective July 1, 2008.

~~If any other employee unit receives an increase to each cell of its salary schedule greater than that provided to CSEA, which becomes effective during the 2005-06 fiscal year, the same percentage increase will also be applied to each cell of the 2005-06 classified salary schedule. If all members of any other employee unit receive an off-schedule, one-time stipend in lieu of a salary schedule increase, the total amount of this stipends provided to the whole unit, (e.g. full-time faculty) will be divided equally among the classified unit members. Permanent, part-time classified employees will share pro-rata in any such stipend. For purposes of this section only, the other employee groups are: 1) full-time faculty, 2) management and 3) confidential.~~

If the full-time faculty bargaining unit and/or management and/or confidential employees receive off-schedule, one-time stipend in lieu of a salary schedule increase, the total amount of this stipend provided to the whole unit, (e.g. full-time faculty) will be divided equally among the classified unit members. Permanent, part-time classified employees will share pro-rata in any such stipend.

Accumulated balances for sick leave and vacation shall be clearly displayed on monthly pay warrants by October 1, 2004 or managers will be provided a monthly update which they will provide to employees.

CSEA and the District agree to set up a committee to study the feasibility of bilingual stipends. The committee shall meet at least once quarterly. The committee will report to the bargaining teams by July 1, 2005. The committee will consist of not more than six members. Of these, three will be appointed by the Associate Vice Chancellor Human Resources and three will be appointed by the CSEA Chapter President.

An IRC section 125 Plan shall be implemented in accordance with Governmental rules and regulations for unit members for medical health insurance plans made available by the College District. The CSEA 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 CSEA thereof and to cooperate as reasonably necessary for the defense or settlement of such action.

The State Center Community College District recognizes its obligation to bargain over salary and benefits to employees represented by the Exclusive Representative.

SALARY DISPUTE:

Any dispute pertaining to the salary provisions contained herein for the ~~2003-04~~ **2006-07**, ~~2004-05~~ **2007-08** and ~~2005-06~~ **2008-09** school years is subject to the Grievance Procedure of this Agreement except, however that only the CSEA 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 CSEA concerning its calculations pursuant to the salary provisions contained herein. Such notification shall be in writing. If the CSEA disagrees with the calculations, it shall notify the District within ten (10) days. Such notice of the disagreement shall include calculations prepared by the CSEA. The District may implement its proposed calculations, the proposed calculations from the CSEA, 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.

Section 2. Base Rate:

The base rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in the Salary Schedule, which includes "salary step" increases. Placement on the salary schedule shall be based on the member's years of service with the District. Regular rate of pay is defined as follows:

Shift differential, longevity increments, and/or professional growth increments required to be paid under this Agreement shall be added to the base rate of pay. This Agreement shall provide for the granting of step increases effective July 1, or the appropriate anniversary date thereafter.

Section 3. Salary Schedule Progression:

The following formulas shall determine a classified employee's progression on the salary schedule:

An employee may advance in salary step increase only if employee meets "effective – meets standards." If employee is not performing he/she should not be allowed advance in salary step/longevity until the employee is determined to "meet standards" upon being evaluated six (6) months following the evaluation which indicated a failure to "meet standards." An employee receiving less than "meets standards" on their evaluation and who will subsequently be denied their step/longevity increase, may request a review of their evaluation by the Associate Vice Chancellor, Human Resources. The employee shall have the right of representation.

Section 4. Longevity Pay:

Longevity pay shall be computed from the base rate of pay and on the same advancement schedule as the salary schedule at 2-1/2% after completion of ten (10) years of service (based on the employee's anniversary date) and 2-1/2% at each additional level up to five (5) levels for each classified employee within the State Center Community College District.

The Longevity Pay Schedule is as follows:

<u>Level</u>	<u>Years of Service</u>	<u>Benefit</u>
Level 1	10 years	Base Salary + 2 1/2%
Level 2	14 years	Base Salary + 5%
Level 3	17 years	Base Salary + 7 1/2%
Level 4	21 years	Base Salary + 10%
Level 5	25 years	Base Salary + 12 1/2%

Section 5. Professional Growth:

Effective April 1, 1983, employees are eligible to participate in the professional growth plan after five (5) years of service.

Criteria for placement on the growth schedule is as follows:

A. College units:

Actual unit value;

B. Seminars/Workshops not taken on District time or at District expense:

Eight (8) hours is equivalent to 1/2 unit;

C. Proficiency examinations/certificates of achievement:

Actual units or eight (8) hours = 1/2 unit.

Petitions for advancement and documentation shall be forwarded directly to the Director of Personnel by June 25, for implementation on July 1, of each year.

Disputed cases may be appealed to the Chancellor, or his/her designee. The decision of the Chancellor, or his/her designee is final.

All credit earned subsequent to January 1, 1974, for employees hired on or before January 1, 1974, may be used for this determination, exclusive of any requirements for initial employment. Employees hired after January 1, 1974, qualify for units earned after employment. Credit shall be given for college units completed with a "C" or better. Growth steps, as indicated in the following placement chart, are additions to the member's monthly base salary:

Units completed:	15	30	45	60
Monthly amount:	\$25	\$50	\$75	\$100

Members employed part-time, less than eight (8) hours per day, will be paid a pro rata share of the professional growth stipend.

Employees who are currently receiving professional growth or those to be implemented on July 1, 1983, will retain their growth stipends under the old contract.

A professional growth stipend shall cease when a person promotes into a class or position where the skills attained through professional growth are considered a minimum requirement for the new position. In no event shall the reduction in professional growth stipend cause an employee to receive less salary per month than that which he/she earned in the former position.

Section 6. Promotions:

Members who receive a promotion to a class allocated to a higher salary range shall be placed on the step of the higher classification which is a 5% increase in base rate of pay. The employee's anniversary date within the class to which he/she is promoted shall be the first of the month following the date of hire in the higher class, unless the date of hire is the first of the month, then that is considered the anniversary date. Step placement for promotion shall be based on a regular assignment.

Section 7. Direct Deposit:

The District shall, as soon as is practicable, implement electronic transfer of payroll to unit members' personal bank or trust account unless the unit member otherwise declines the electronic transfer by filing an appropriate written notice with the District Business Office.

Section 8. Compensation for Working Out of Class:

Classified employees in the bargaining unit are not permitted to perform duties which are not fixed and prescribed for the position by the Governing Board unless the duties reasonably relate to those fixed for the position by the board, except as provided in this provision for working out-of-class. If doubt exists concerning any particular classification, the personnel office will clarify what is and what is not within classification.

A unit member shall work out-of-class only when directed to do so and is therefore required to perform duties inconsistent with the duties for their assigned position. If the period of time the unit member is required to perform the inconsistent duties exceeds five (5) working days within a 15 calendar day period and the inconsistent duties are in the higher classification than the regular assigned position, the unit member shall be paid for each such day, at the rate commencing the first day of out-of-class work by being placed in the step of the higher salary classification which is greater than but nearest to a five percent (5%) increase in rate. If a bargaining unit member is directed to perform the duties in a higher classification for a management position, and such work period exceeds five working days in any fifteen (15) calendar day period, the unit member shall be paid an additional amount not to exceed fifteen percent (15%) of the current base pay rate of the unit member.

Section 9. Pay Warrant Option:

Effective the first day of the 2001-2002 fiscal year, the 12 month pay warrant option shall be extinguished for employees working less than twelve (12) months. A committee shall be established to review options regarding pay warrant.

Section 10. Automatic Payroll Deduction (Overpayment):

In the event an employee is overpaid for any reason, the District may make an automatic payroll deduction in the employees' paycheck to cover the costs of the overpayment in the same increments as the overpayment, providing the total repayment occurs by the end of the fiscal year unless there is mutual agreement between the District and CSEA concerning the affected employee to extend beyond the fiscal year.

[ARTICLES 35-37 – status quo]

Recommendation:

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.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

State Center Community College District

Name of bargaining unit: **CSEA Bargaining Unit Chapter #379**

What are the effective dates of the proposed agreement? From **7/1/06** to **6/30/09**

Date of public meeting: **11/7/06** Date disclosure available: **10/31/06**

Disclosure prepared by: **Randy Rowe**

A. Proposed change in salary

Indicate the percentage salary change over the prior year salary schedule for the current and subsequent fiscal years. Are the costs on-going or one-time costs?

Year of proposed agreement	2006-2007	2007-2008	2008-2009
Percentage salary change	5.92%	COLA+1% (Growth)	COLA+1% (Growth)
On-going or one-time costs?	On-going	On-going	On-going

B. Cost of agreement

Indicate the costs of salary and benefit improvements that would be incurred under the agreement for the current and subsequent fiscal years. The total cost of the agreement shall be the same as the total cost reported on the SPI form Impact of Salary Settlement on the School District Budget.

Year	2006-2007	2007-2008	2008-2009
Salary	\$1,390,000	Unknown	Unknown
Benefits	\$ 276,000	Unknown	Unknown
Other costs (Stipends)	\$54,100	Unknown	Unknown
Total costs	\$1,720,000	Unknown	Unknown

C. Source of funding

Indicate the source of funding for the proposed agreement. If staff reductions would be required, this should be stated. Please use additional pages as necessary.

General Fund

D. Major provisions

List the major provisions and each of the other costs of the agreement for the current and subsequent fiscal years. Please use additional pages as necessary.

a. Recruitment, Transfer, Promotion, Eligibility Lists

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Public Hearing, Proposed Amendments to
Board Policy 4340/9240, Conflict of Interest
Code

ITEM NO. 06-61

EXHIBIT: (1) Proposed Amendments to Conflict of Interest Code
(2) Notice of Intent

Background:

At the September 5, 2006, Board Meeting, the administration proposed to amend the existing Conflict of Interest Code to reflect the recent title changes of Deans, Associate Deans and College Business Managers. The proposed amendments also reflect the addition of the Director of Technology and Director of Environmental Health and Safety. The revised Conflict of Interest Code was posted on August 29, 2006. Members of the community have had the opportunity to request materials related to this amendment. There have been no comments or concerns registered regarding the amendments.

Recommendation:

It is recommended that Board of Trustees open the meeting to a public hearing on the amendments and, following discussion, take action to approve the amended Board Policy #4340/9240, Conflict of Interest Code, as presented.

Conflict of Interest

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the following appendix section in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of this District.

Designated employees shall file statements of economic interests with the agency. Upon receipt of the statements, the District shall retain the original statements in the Office of the Associate Vice Chancellor, Human Resources.

Appendix

<u>Designated Employees</u>	<u>Disclosure Categories</u>
Members of the Governing Board	1a, 4
Members of the Personnel Commission	2, 3
<u>District Office</u>	
Chancellor	1a, 4
Vice Chancellor, Finance & Administration	1a, 4
Associate Vice Chancellor, Human Resources	1a, 4
Vice Chancellor, Education Services & Planning	1a, 4
General Counsel	1a, 4
Executive Director, Public & Legislative Relations	2, 3
Executive Director, Foundations	2, 3
Director, Management Information Systems	2, 3
District Associate Dean, Human Resources	2, 3
Director of Human Resources	2, 3
Director, Classified Personnel	2, 3
Director, Finance	1a, 4
Director, Purchasing	2, 3
Director of Grants & External Funding	2, 3
District Director of Disabled Students Program & Servs.	2, 3
Dean, Vice President of Admissions & Records	2, 3

Conflict of Interest (continued)

Appendix (continued)

<u>Designated Employees</u> (continued)	<u>Disclosure Categories</u> (continued)
Associate Vice Chancellor Business & Operations	1a, 4
Director of Environmental Health & Safety	2,3
 <u>Fresno City College</u>	
President	1, 2, 3
Dean Vice President of Instruction	2, 3
Associate Deans of Instruction	2
Associate Deans of Students	2
Dean Vice President of Student Services	2, 3
College Business Manager	2, 3
Vice President of Administrative Services	2, 3
Director of Grant Funded Education	2, 3
Director of College Activities	2
Director of Financial Aid	2
Director of Technology	2
Athletic Director	2
Bookstore Manager	2, 3
Executive Director, Training Institute	2, 3
Director, Extended Opportunities Programs & Services	2
 <u>Reedley College</u>	
President	1, 2, 3
College Business Manager	2, 3
Vice President of Administrative Services	2, 3
Dean Vice President of Instruction	2, 3
Associate Deans of Instruction	2
Dean Vice President of Student Services	2, 3
Associate Deans of Students	2
Director of Financial Aid	2
Director of Technology	2
Accounting Supervisor	2, 3
Athletic Director	2
Bookstore Manager	2, 3
Manager-Food Services	2, 3
Director, Extended Opportunities Programs & Services	2
 <u>Career & Technology Center</u>	
Director	1, 2, 3

Conflict of Interest (continued)

Appendix (continued)

North Centers

Vice Chancellor, North Centers	1a, 4
Dean Vice President of Instruction & Student Services	2, 3
Associate Dean of Instruction	2
Associate Dean, Student Services	2
Assistant College Business Manager	2, 3

Consultants*

Disclosure Categories

Category 1

A designated employee assigned to this category shall disclose:

- a. Interest in real property.
- b. Investments in business positions, in business entities or income from sources which engage in building construction or design.
- c. Investments in business positions, in business entities or income from sources which engage in acquisition or disposal of real property.

Category 2

A designated employee assigned to this category shall disclose investments in business positions, in business entities or income from sources which manufacture or sell food items, services, materials, commodities, supplies, books, machinery, vehicles or equipment of the type utilized by the administrative unit for which the designated employee has discretionary authority.

* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Chancellor, Vice Chancellor-Finance and Administration, Vice Chancellor-North Centers, Associate Vice Chancellor-Human Resources, or College President may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant=s duties and, based upon that description, a statement of the extent of disclosure requirements. The executive director's or executive officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Conflict of Interest (continued)

Appendix (continued)

Category 3

A designated employee assigned to this category shall disclose investments and business positions, in business entities or income from sources which are contractors or subcontractors engaged in the performance of work or services of the type utilized by the administrative unit for which the designated employee has discretionary authority.

Category 4

All investments, sources of income, as well as business positions in which the designated employee is a director, officer, partner, trustee, employee or holds any position of management.

NOTICE OF INTENT TO AMEND
THE STATE CENTER COMMUNITY COLLEGE DISTRICT
CONFLICT OF INTEREST CODE
BOARD POLICY NUMBER 4340/9240

The District proposes to amend its existing Conflict of Interest Code (Board Policy 4340 and 9240) by adding new Designated Employee positions to be covered under the Disclosure reporting categories and deleting certain positions

- A. Delete: (1) District Associate Dean, Human Resources
(2) Dean, Admissions & Records
(3) Associate Deans of Students
(4) Associate Deans of Instruction
(5) College Business Managers
(6) Executive Director, Training Institute

- Add: (1) District Dean, Human Resources
(2) Vice President of Admissions & Records
(3) Vice Presidents of Instruction
(4) Vice Presidents of Student Services
(5) Vice President of Administrative Services
(6) Director of Environment Health & Safety
(7) Director of Technology
(8) Director, Training Institute

- B. Copies of these proposed amendments are available to all interested parties and may be obtained from:

Randy Rowe
Associate Vice Chancellor, Human Resources
State Center Community College District
1525 E. Weldon Avenue
Fresno, CA 93704

- C. A Public Hearing on the proposed amendment will be held at the Board's regularly scheduled meeting of November 7, 2006, at 4:30 p.m., in the District Office, 1525 E. Weldon Avenue, Fresno, California.
- D. Inquiries concerning the proposed amendments may be made by contacting Randy Rowe (559) 226-0720.
- E. A copy of the Biennial Notice of Proposed Amendments is on file with the Commission.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Acknowledgment of Quarterly Financial
Status Report, General Fund

ITEM NO. 06-62

EXHIBIT: Report

Background:

Enclosed is the September 30, 2006, Quarterly Financial Status Report (CCFS-311Q) for the District General Fund, as required for community college districts (ECS 84043). In accordance with State instructions, a copy of the report is forwarded electronically to the State Chancellor's Office. Please note that this report has changed from previous reports. The Chancellor's Office is requesting financial information for the unrestricted general fund only, where in the past they requested both the unrestricted and restricted general fund information combined.

Since this is the first quarterly report for the 2006-07 fiscal year, few changes have occurred since the budget adoption. Additional revenue and expenditure adjustments will occur as the year progresses. Projections of revenue, expenditures, etc., are based on the adopted budget, as amended for additional grants, new programs, etc. The revenue and expenditures, when compared to the budget, are normal for the first quarter at 24% and 23%, respectively. Revenue received from property taxes and certain federal monies are not received until later in the year. FTES for 2006-07 are 26,298 with no growth projected for the year.

Recommendation:

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

California Community Colleges
Quarterly Financial Status Report, CCFS-311Q

District: 570 State Center Community College District

Fiscal Year: 2006-07

Quarter Ended: 30-Sep

Line	Description	As of the quarter ended for the fiscal year specified			Projected 2006-07
		Actual 2006-04	Actual 2006-06	Actual 2006-09	
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	100,663,342	114,571,197	123,345,954	136,786,713
A.2	Other Financing Sources (Object 8900)	249,999	290,342	373,477	542,128
A.3	Total Unrestricted Revenues (A.1 + A.2)	100,913,341	114,861,539	123,719,431	137,328,841
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	96,971,976	105,676,533	115,079,569	121,186,179
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	956,845	4,169,160	6,959,158	4,533,003
B.3	Total Unrestricted Expenditures (B.1 + B.2)	97,928,821	109,845,693	122,038,727	125,719,182
C.	Revenues Over(Under) Expenditures(A.3 - B.3)	2,984,520	5,015,846	1,680,704	11,609,659
D.	Fund Balance Beginning	17,997,006	20,981,526	25,996,245	28,025,777
D.1	Prior Year Adjustments + (-)	0	-1,127	348,828	0
D.2	Adjusted Fund Balance Beginning (D + D.1)	17,997,006	20,980,399	26,345,073	28,025,777
E.	Fund Balance Ending (C. + D.2)	20,981,526	25,996,245	28,025,777	39,635,436
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	21.4%	23.7%	23.0%	31.5%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	24,797	26,154	26,298	26,298
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

Line	Description	As of the specified quarter ended for each fiscal year presented		
		2003-04	2004-05	2005-06
H.1	Cash, excluding borrowed funds			35,334,931
H.2	Cash, borrowed funds only			0
H.3	Total Cash (H.1 + H.2)	11,430,169	21,260,992	29,694,345

IV. Unrestricted General Fund Revenues and Expenditures: 2006-07 Budget to Year-to-Date Actuals

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)	136,786,713	136,786,713	32,853,656	24%
I.2	Other Financing Sources (Object 8900)	502,000	542,128	265,115	49%
I.3	Total Unrestricted Revenues (I.1 + I.2)	137,288,713	137,328,841	33,118,771	24%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	121,146,051	121,186,179	28,566,893	24%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	4,533,003	4,533,003	119,482	3%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	125,679,054	125,719,182	28,686,375	23%
K.	Revenues Over(Under) Expenditures(J.3 - J.3)	11,609,659	11,609,659	4,430,396	
L.	Adjusted Fund Balance, Beginning	28,025,777	28,025,777	28,025,777	
L.1	Fund Balance, Ending	39,635,436	39,635,436	32,456,173	
M.	Percentage of UGF Fund Balance to UGF Expenditures (L.1 / J.3)	31.5%	31.5%	113.1%	

IV. Has the district settled any employee contracts during this quarter? **No**

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

Contract Period Settled (Specify YYYY-YY)	Management		Academic		Classified	
	Total Cost Increase	%	Total Cost Increase	%	Total Cost Increase	%
a. SALARIES:						
Year 1:	0	0.0%	0	0.0%	0	0.0%
Year 2:	0	0.0%	0	0.0%	0	0.0%
Year 3:	0	0.0%	0	0.0%	0	0.0%
b. BENEFITS:						
Year 1:	0	0.0%	0	0.0%	0	0.0%
Year 2:	0	0.0%	0	0.0%	0	0.0%
Year 3:	0	0.0%	0	0.0%	0	0.0%

* 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.

V. 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.)

VI. Does the district have significant fiscal problems that must be addressed this year? **No**

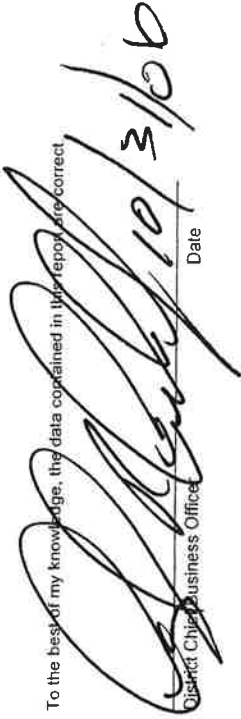
Next year? **—**

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

CERTIFICATION

District : 570 State Center Community College District

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, and afforded the opportunity to be discussed and entered into the minutes of that meeting.


District Chief Business Officer
Date: 10/3/06


District Superintendent
Date: 11-1-06

Qtr Ended: September 30, 2006

Governing Board Meeting Date: 11/7/06

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available % Avail
MAJ.OBJ: 91 - Academic Salaries	0.00	98,155.10	294,112.97	2,234,117.00	1,940,004.03 86.84
MAJ.OBJ: 92 - Classified Salaries	0.00	598,457.14	1,787,021.48	7,163,546.00	5,376,524.52 75.05
MAJ.OBJ: 93 - Employee Benefits	14,759.28	338,911.97	966,668.39	3,076,035.00	2,094,607.33 68.09
MAJ.OBJ: 94 - Supplies & Materials	421,350.89	46,833.91	118,012.21	559,362.00	19,998.90 3.58
MAJ.OBJ: 95 - Other Oper Exp & Service	786,542.12	447,885.13	1,964,416.56	7,112,744.00	4,361,785.32 61.32
MAJ.OBJ: 96 - Capital Outlay	51,530.63	21,882.57	51,331.60	921,156.00	818,293.77 88.83
MAJ.OBJ: 97 - Other Outgo	0.00	0.00	0.00	4,247,003.00	4,247,003.00 100.00

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 LOC.GRP: 1 - District Office
 1,274,182.92 1,552,125.82 5,181,563.21 25,313,963.00 18,858,216.87 74.50
 =====

LOC.GRP: 2 - Fresno City College

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available & Avail
MAJ.OBJ: 91 - Academic Salaries	1,125.46	3,747,198.69	9,027,285.56	40,571,664.00	31,543,252.98
MAJ.OBJ: 92 - Classified Salaries	0.00	1,236,924.43	3,591,594.90	15,066,759.00	11,475,164.10
MAJ.OBJ: 93 - Employee Benefits	0.00	1,183,653.59	3,322,045.53	14,678,996.00	11,356,950.47
MAJ.OBJ: 94 - Supplies & Materials	553,119.84	180,842.56	293,105.05	1,755,799.00	909,574.11
MAJ.OBJ: 95 - Other Oper Exp & Service	1,201,405.18	284,854.08	797,656.24	5,045,697.00	3,046,635.58
MAJ.OBJ: 96 - Capital Outlay	442,664.75	97,399.26	391,477.38	2,180,819.00	1,346,676.87
MAJ.OBJ: 97 - Other Outgo	83,821.23	13,450.72	98,332.21	1,775,771.00	1,593,617.56

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 LOC.GRP: 2 - Fresno City College 2,282,136.46 6,724,323.33 17,521,496.87 81,075,505.00 61,271,871.67 75.57
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Fiscal Year: 2007

LOC.GRP: 3 - Reedley College

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available & Avail
MAJ.OBJ: 91 - Academic Salaries	0.00	1,364,841.60	3,273,660.79	13,570,009.00	10,296,348.21
MAJ.OBJ: 92 - Classified Salaries	0.00	505,111.13	1,446,841.27	6,046,214.00	4,599,372.73
MAJ.OBJ: 93 - Employee Benefits	0.00	442,874.90	1,252,637.22	5,501,174.00	4,248,536.78
MAJ.OBJ: 94 - Supplies & Materials	203,260.68	107,273.19	217,989.00	1,002,397.00	581,147.32
MAJ.OBJ: 95 - Other Oper Exp & Service	398,749.85	187,616.64	392,799.99	1,695,582.00	904,032.16
MAJ.OBJ: 96 - Capital Outlay	39,256.44	52,592.74	299,996.57	728,001.00	388,747.99
MAJ.OBJ: 97 - Other Outgo	299,016.00	40,500.00	54,448.07	688,693.00	335,228.93

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 LOC.GRP: 3 - Reedley College 940,282.97 2,700,810.20 6,938,372.91 29,232,070.00 21,353,414.12 73.05
 =====

GL Account	YTD Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available & Avail
MAJ.OBJ: 91 - Academic Salaries	0.00	773,321.23	1,806,068.44	7,867,618.00	6,061,549.56
MAJ.OBJ: 92 - Classified Salaries	0.00	141,536.58	419,615.44	1,904,161.00	1,484,545.56
MAJ.OBJ: 93 - Employee Benefits	0.00	196,472.20	541,151.73	2,403,536.00	1,862,384.27
MAJ.OBJ: 94 - Supplies & Materials	155,276.70	49,311.21	104,520.21	356,944.00	97,147.09
MAJ.OBJ: 95 - Other Oper Exp & Service	62,530.51	51,187.98	86,485.04	472,364.00	323,348.45
MAJ.OBJ: 96 - Capital Outlay	36,896.09	35,793.87	88,696.92	731,792.00	606,198.99
MAJ.OBJ: 97 - Other Outgo	2,098.56	1,401.44	1,401.44	11,080.00	7,580.00

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 LOC.GRP: 4 - North Centers 256,801.86 1,249,024.51 3,047,939.22 13,747,495.00 10,442,753.92 75.96
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STATE CENTER COMMUNITY COLLEGE DISTRICT
1525 E. Weldon
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Authorize Agreement for
Pouring Rights, Districtwide

ITEM NO. 06-63

EXHIBIT: None

Background:

An exclusive partnership with a single soft drink company has proven to be a source of revenue for colleges and universities to supplement funding for their agencies. In exchange for contractual payments and/or commissions to the agency, the soft drink vendor is granted exclusive pouring rights at all campus facilities. This generally includes cafeteria services, vending and athletics. For the past five years the District has granted these pouring rights to Coca-Cola under a contract that has recently expired. With the expiration of this contract, the administration has accepted new proposals from interested parties for the award of these pouring rights.

Proposals were received from the Coca-Cola Bottling Company of California and from Pepsi Bottling Group San Joaquin for a new five-year pouring rights contract. The responses have been evaluated by campus and District administration in regard to service, product price, commission and sponsorship funding. Both proposals use a variety of methods to compensate the District for pouring rights, including sponsorship funds, scholarships, commissions, rebates, marketing funds and free product. While both firms have a proven track record of service and support in the Central Valley, analysis of the proposals indicates a financial advantage to the proposal received from Coca-Cola:

FUNDING COMPARISON
POURING RIGHTS CONTRACT

<u>Vendor</u>	<u>Annual Funding</u>	<u>5-Year Funding</u>
Coca-Cola	\$ 146,930	\$ 734,650
Pepsi	\$ 141,311	\$ 706,555
Variance	\$ 5,619	\$ 28,095

Key components of the Coca-Cola proposal include: 1) sponsorship funding to support student activities, 2) necessary equipment for cafeteria and vending operations, 3) continuous vending commissions and rebates, 4) scholarship funding, and 4) competitive pricing for cafeteria, athletic and retail sales. Coca-Cola has proven to be a supportive partner to the District and its students. Renewal of this contract with Coca-Cola will allow for a seamless move to the new five-year period without disruption to the current programs and equipment in place. As in the past, the funding received from this pouring rights contract will not be held or used at the District level. Revenue received is distributed proportionally to all campuses. The campuses use these monies to fund student clubs, field trips, equipment, scholarships and other activities.

Recommendation:

It is recommended that the Board of Trustees authorize a Districtwide Pouring Rights Agreement with Coca-Cola Bottling Company of California, for a period of five years, and authorize the Chancellor or Vice Chancellor, Finance and Administration, to finalize and 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: November 7, 2006

SUBJECT: Consideration to Authorize Agreement with
Consultant for Hazardous Material Survey and
Inspection, Old Administration Building,
Fresno City College

ITEM NO. 06-64

EXHIBIT: None

Background:

The administration has recently completed evaluations of Request for Qualifications #0607-04, Hazardous Material Survey/Inspection Services. This RFQ for professional services was advertised and distributed to interested hazmat consultants to provide the environmental services necessary for various construction projects, including Measure E-funded projects. Eight (8) responses were received and evaluated based upon their qualifications and relevant experience with similar work. These responses included three local firms, four northern California firms and one southern California firm. All respondents to the RFQ were judged capable in selective areas and were determined to have the capabilities and experience necessary to provide the services required.

The renovation of the Old Administration Building requires the immediate services of a hazardous material consultant. The survey, identification and preparation of abatement specifications of potential hazardous material is required prior to the beginning of the demolition and abatement phase scheduled to begin in Spring 2007. With this in mind, a Request for Proposal was sent to the eight qualified hazmat firms with five firms responding to the RFP. A selection committee was formed with membership that included District administration and construction management, FCC/District environmental health and safety officers, and representatives from Harris Construction, the construction management firm for this project. This committee met numerous times to discuss the scope and priority of the project, review qualifications and conduct interviews with all five responding firms. Additional reference checks were performed and a final recommendation was forwarded to the Chancellor for approval.

After thorough consideration, the District administration is recommending the hazardous material firm of San Joaquin Environmental, Inc., located in Fresno, CA, as the hazardous material consultant for the Old Administration Building renovation project. San Joaquin Environmental was determined to be the most qualified firm for this particular project, with the experience, expertise and credentials to support the abatement phase of this project in a thorough and cost-effective manner. Additionally, they are a local firm which offers the advantage of increased responsiveness and minimal travel time.

As with many contracts involving professional services, total contract amounts are often difficult to predict. To help contain project costs, the District asked the consultants to identify the costs of various hazmat tests that may be necessary. The number of the actual tests cannot be determined until initial sampling is performed and follow-up testing is conducted. Areas to be tested include floor tiles, floor mastic, plaster, roofing materials, wall interiors and paint for the presence of various bioaerosols, lead and asbestos. The District also asked for estimated pricing for abatement specifications and remediation project oversight.

Fiscal Impact:

The administration has identified a fee structure that includes preliminary sampling and testing, follow-up testing, and completion of abatement specifications and abatement oversight. The total fee will be funded entirely by Measure E General Obligation Bond Funds.

\$ 10,000.00 - Initial Sampling and Testing
\$ unknown - Follow-up Testing (to be determined after review of initial sampling and testing)
\$ 57,500.00 - Abatement Specifications and Project Oversight

\$ 67,500.00 - Total Cost (not including unknown follow-up testing)

Recommendation:

It is recommended that the Board of Trustees authorize an Agreement with San Joaquin Environmental, Inc., for the Hazardous Material Survey and Inspection for the Old Administration Building project at Fresno City College, and authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign an Agreement on behalf of the District.