

AGENDA  
Regular Meeting  
BOARD OF TRUSTEES  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
**Fresno City College – Old Administration Building**  
**Room 251 – Community Hall, Second Floor**  
**1101 E. University Avenue**  
Fresno, CA 93741  
4:30 p.m., January 13, 2011  
**\*See Special Notice – Page 3\***

- I. Call to Order
- II. Pledge of Allegiance
- III. Introduction of Guests
- IV. Approval of Minutes, Meeting of December 7, 2010
- V. Delegations, Petitions, and Communications [see footnote, Page 3]
  - A. PG&E Check Presentation Brian Speece
- VI. Reports of Chancellor and Staff
  - A. PRESENTATIONS
    - 1. Campus Reports Cynthia Azari, FCC  
Barbara Hioco, RC  
Terry Kershaw, NC
    - 2. Chancellor’s Report Deborah G. Blue
    - 3. Academic Senate Report Linda DeKruif, FCC
    - 4. Classified Senate Report Melanie Highfill, RC
    - 5. Grants and External Funding 2009-10 Shelly Conner
  - B. CONSIDERATION OF CONSENT AGENDA [11-01HR through 11-02HR]  
[11-01G through 11-05G]
  - C. HUMAN RESOURCES
    - 1. Public Hearing on District’s Initial Proposal to the State Center Community College District Peace Officers’ Association [11-01] Randy Rowe

D. GENERAL

2. Consideration to Adopt Resolution Affording Student Trustees the Privilege to Make and Second Motions [11-02] Deborah G. Blue
3. Consideration to Approve Revised Fresno City College Mission, Vision and Core Values Statements [11-03] Cynthia Azari
4. Consideration to Approve Revised Reedley College Mission and Core Values Statements [11-04] Barbara Hioco
5. Consideration of Bids, Life Science Room 11 Remodel, Reedley College [11-05] Brian Speece
6. Consideration to Accept Construction Project, Painting, Old Administration Building, Fresno City College [11-06] Brian Speece

VII. Reports of Board Members

VIII. Old Business

IX. Future Agenda Items

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

XI. Closed Session

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

B. CONFERENCE WITH LABOR NEGOTIATOR [SCFT Full-Time Bargaining Unit, SCFT Part-Time Bargaining Unit, California School Employees Association Bargaining Unit, and SCCC Peace Officers Association]; Randy Rowe, Pursuant to Government Code Section 54957.6

C. PUBLIC EMPLOYMENT, Pursuant to Government Code Section 54957

1. Vice Chancellor Finance & Administration Search
2. President, Fresno City College Search

XII. Open Session

XIII. Adjournment

All supporting documents/materials pertaining to the open session agenda of a regular meeting are available for public inspection by contacting the Office of the Chancellor during the office hours of 8:00 a.m. to 5:00 p.m., Monday – Friday, at (559) 244-5902. Any person with a disability 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 Nina Acosta, Executive Secretary to the Chancellor, 1525 E. Weldon Avenue, Fresno, CA 93704, (559) 244-5902, 8:00 a.m. to 5:00 p.m., Monday – Friday, at least 48 hours before the meeting.

The Board chairperson, under Board Policy 2350, has set a limit of three minutes each for those who wish to address the Board. General comments will be heard under Agenda Section Delegations, Petitions and Communications at the beginning of the meeting. Those who wish to speak to items 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.

**\*SPECIAL NOTICE**

**The Board of Trustees will host a reception for new Board member, Ronald Nishinaka, at 3:30 p.m. at the Old Administration Building, Fresno City College, Room 114, First Floor.**

CONSENT AGENDA  
BOARD OF TRUSTEES MEETING  
January 13, 2011

HUMAN RESOURCES

- |    |   |           |
|----|---|-----------|
| 1. | Employment, Resignation, Change of Status, Leave of Absence, Academic Personnel | [11-01HR] |
| 2. | Employment, Change of Status, Resignation, Retirement, Classified Personnel     | [11-02HR] |

GENERAL

- |    |  |          |
|----|--|----------|
| 3. | Review of District Warrants and Checks   | [11-01G] |
| 4. | Consideration to Approve 2011-12 Tuition Rate, Nonresident Students  | [11-02G] |
| 5. | Consideration to Authorize Signatories for District Contracts and Grants                                     | [11-03G] |
| 6. | Consideration to Authorize Signatory Change, District Bank Accounts, State Center Community College District | [11-04G] |
| 7. | Consideration to Authorize Signatory Change, Various Bank Accounts, Reedley College                          | [11-05G] |

*DRAFT SUBMITTED FOR APPROVAL*  
MINUTES OF MEETING OF  
BOARD OF TRUSTEES  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
December 7, 2010

Call to Order

A regular meeting of the Board of Trustees of the State Center Community College District was called to order by President Pat Patterson at 4:35 p.m., December 7, 2010, at the District Office Boardroom, 1525 E. Weldon Avenue, Fresno, California.

Trustees Present

Patrick E. Patterson, President  
Dorothy Smith, Vice President  
Isabel Barreras, Secretary  
Richard Caglia  
H. Ronald Feaver  
William J. Smith  
Tony Capetillo, Student Trustee, FCC  
Kayla Urbano, Student Trustee, RC

Also present were:

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

Introduction of Guests

Among the others present, the following signed the guest list:  
Tony Cantu, Vice President, Instruction, FCC  
Michael Guerra, Vice President, Administrative Services, FCC  
Brian Speece, Associate Vice Chancellor-Business and  
Operations, SCCC  
Teresa Patterson, Executive Director – Public and Legislative  
Relations, SCCC  
Ron Nishinaka, Board of Trustees elect  
Lacy Barnes, SCFT President  
Ernie Garcia, FCC Classified Senate President  
Dr. Marilyn Behringer, Vice President of Instruction , RC  
Shana Munoz, FCC  
Eloisa Arizaga, FCC

Introduction of Guests  
(continued)

Michael Van Wyhe, RC  
Dr. Geraldine Santos, Counselor, FCC  
Dr. Lee Farley, Dean of Students, FCC,  
Wil Schofield, Accounting Manager, SCCC  
Ed Eng, Director of Finance, SCCC  
Cindy Dunn, Coordinator, FCC  
Randy Vogt, Director of Purchasing, SCCC  
Cris Bremer, Director of Marketing and Communications, FCC  
Scott Thomason, Vice President, Administrative Services, RC  
Michael White, Vice President, Student Services, RC  
Deborah Bristol, SCCC Foundation  
Linda DeKruif, FCC, Academic Senate President  
Greg Taylor, General Counsel, SCCC  
Melanie Highfill, RC, Classified Senate President  
Craig Polanowski, Graphic Communications, FCC  
Candice Maynard, student, FCC  
Kathy Nishinaka  
Lucy Ruiz, Public Information Officer, RC  
Zwi Resnick, Retired faculty

Resolution Seating Board  
Members: Trustees for  
Areas I and V  
[10-64]

A motion was made by Mr. Smith and seconded by Mr. Feaver that the Board of Trustees adopt Resolution #2010-27 in the Matter of Insufficient Nominations of Governing Board Elections and appoint thereto, as presented, and file copies of said resolution with the Office of the County Superintendent of Schools, thereby notifying that office that Isabel Barreras and Dorothy Smith have been seated as Trustees for Areas I and V, respectively, in accordance with the provisions of Education Code Section 5328.  
The motion carried unanimously.

Swearing in of Board  
Members

Dr. Blue administered the Oath of Office to newly elected and seated Board Members Ronald Nishinaka, Isabel Barreras, and Dorothy Smith.

Mr. Nishinaka stated that as a retired faculty member and 1964 graduate of Reedley College, he is honored to have been given the opportunity to return to this institution where he spent 42 years of his life. He thanked the citizens of Area IV for their support and recognized Les Thonesen and thanked him for his 29 years of service on the Board of Trustees. He pledged to work closely with the colleges and community constituency groups in the continued quest for excellence in the service for all students. Mr. Nishinaka introduced his wife Kathy, a former Fresno City College employee, recognized his children Garrett and Erica, as well as his employer Tree Fresno.

Approval of Minutes	The minutes of the regular meeting of November 2, 2010, were presented for approval. A motion was made by Ms. Smith and seconded by Ms. Barreras to approve the minutes of the regular Board meeting of November 2, 2010, as presented. The motion carried unanimously.
Delegations, Petitions, and Communications	Mr. Patterson introduced Fresno City College graphic design student Candice Maynard and graphic communications instructor Craig Polanowski from the Applied Technology Division for providing the design for this year's Chancellor's holiday card.
Special Recognition	Dr. Blue explained that each year the District asks one of the colleges or centers to design the District's holiday card. Ms. Maynard's design was chosen from several entries submitted by the Fresno City College art and graphic design departments. Dr. Blue noted that a sample of the card was at each member's place and presented a supply of cards to Ms. Maynard for her portfolio.
Election of Officers, Representatives, and Adoption of Board Calendar [10-65]	Mr. Patterson called for the nomination of officers.
President	Mr. Smith nominated Ms. Smith for the office of president. The nomination was seconded by Ms. Barreras. A motion was made by Mr. Smith to close the nomination, seconded by Ms. Barreras, and carried unanimously.
Special Presentation	Newly elected President Dorothy Smith presented a plaque to Mr. Patterson in appreciation of his outstanding and dedicated service as Board President for 2010.  Mr. Patterson thanked staff and Dr. Blue for their hard work and support.
Vice President	Mr. Smith nominated Mr. Feaver for the office of vice president. The nomination was seconded by Richard Caglia and carried unanimously.
Secretary	Ms. Barreras nominated Mr. Caglia for the office of secretary. The nomination was seconded by Mr. Feaver and carried unanimously.

Nominations of Board Representatives	Ms. Smith asked for nominations for the board representative positions for 2011. Mr. Feaver made a motion and Mr. Smith seconded the motion to appoint Board members to the following representative positions:															
Board Voting Representative, Fresno County Committee on School District Organization Election	Mr. Caglia will serve as the 2011 board representative to the Fresno County Committee on School District Organization. Ms. Smith will serve as an alternate.															
Board Representative, Executive Board of the Madera County School Boards Association	Ms. Barreras will serve as the 2011 board representative to the Executive Board of the Madera County School Boards Association.															
Legislative Representative on behalf of Fresno County	Ms. Smith will serve as the legislative representative for 2011.															
Fresno Area Self-Insured Benefits Organization (FASBO, also known as ED CARE)	Mr. Smith will serve as the 2011 through 2012 Fresno Area Self-Insured Benefits Organization representative.															
SCCC Foundation Board	Mr. Patterson and Ms. Smith will serve as the 2011 through 2012 State Center Community College Foundation Board representatives.															
Director, Valley Insurance Program JPA	Mr. Patterson will serve as a director of the Valley Insurance Program JPA for 2011 through 2012.															
SCCCD Retirement Board	Mr. Nishinaka will serve as the board representative on the SCCC Retirement Board for 2011.															
Board Calendar	<p>A motion was made by Mr. Smith and seconded by Ms. Barreras to adopt the 2011 Board of Trustees meeting calendar, as amended. The motion carried unanimously. The meeting dates and locations are as follows:</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><b>DATE</b></th> <th style="text-align: left;"><b>MEETING</b></th> <th style="text-align: left;"><b>LOCATION</b></th> </tr> </thead> <tbody> <tr> <td>January 13, 2011</td> <td>Regular Meeting</td> <td>FCC, OAB</td> </tr> <tr> <td>February 1, 2011</td> <td>Regular Meeting</td> <td>SCCCD</td> </tr> <tr> <td>March 1, 2011</td> <td>Regular Meeting</td> <td>Reedley College</td> </tr> <tr> <td>March 25 &amp; 26, 2011</td> <td>Board Retreat</td> <td>The Pines, Bass Lake</td> </tr> </tbody> </table>	<b>DATE</b>	<b>MEETING</b>	<b>LOCATION</b>	January 13, 2011	Regular Meeting	FCC, OAB	February 1, 2011	Regular Meeting	SCCCD	March 1, 2011	Regular Meeting	Reedley College	March 25 & 26, 2011	Board Retreat	The Pines, Bass Lake
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Board Calendar (continued)	April 5, 2011	Regular Meeting	Oakhurst Center
	May 3, 2011	Regular Meeting	SCCCD
	June 7, 2011	Regular Meeting, Tentative Budget	SCCCD
	July 5, 2011	Regular Meeting	SCCCD
	August 2, 2011	Regular Meeting	Willow International Center
	September 6, 2011	Regular Meeting, Public Hearing, Budget Adoption	SCCCD
	October 4, 2011	Regular Meeting	Madera Center
	November 3, 2011	Regular Meeting	SCCCD
	December 6, 2011	Organizational Meeting and Regular Meeting	SCCCD

Campus Reports

Dr. Azari reported on the following topics from Fresno City College. Copies of the report were provided for the Board and interested attendees.

- Administrative staff began moving into the Old Administration Building (OAB). Classes will be offered in the OAB, beginning in January 2011.
- The *Rampage* publication received a number of awards at the Norcal Conference of the Journalism Association of Community Colleges in California, held at San Jose State University on November 6, 2011. Of the major awards, the newspaper won in the general excellence category for content, design, and layout and in meeting the needs of our community. The *Rampage* staff won top place for Enterprise reporting; Sydney Excinia, the current news editor, won first place for feature writing; and Emilio Gutierrez won second place in news reporting.
- Philosophy instructor Bob Boyd, whose article *Christian Relationship with the World: Evangelicalism and World Religions* was published in the recent issue of the magazine *Directions*.
- Students in the Disabled Students Programs & Services Adaptive Horticulture and Transition to Independent Living and Education programs were big winners with their horticulture entries at this year's Big Fresno Fair. Combined, the students won 11 first-place ribbons, 13 second-place ribbons and 10 third-place ribbons.
- Police Academy Class #122 will graduate 36 cadets at Northeast Assembly Church, 3:00 p.m. on December 16, 2010.

Campus Reports  
(continued)

- Head volleyball coach Tracy Ainger-Schulte is now a member of the Fresno Athletic Hall of Fame. She was honored for being an outstanding player and coach. Also inducted this year was the 1955 Fresno City College men's basketball team that won the first FCC state championship of any sport.

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

- Reedley College students took first and third place at the Central California Engineering Design Challenge on November 6, 2010. This year's "Gone with the Wind" challenge was to design a vehicle that used wind generated from a fan to travel the farthest and straightest.
- There are a number of upcoming holiday events scheduled in December 2010 that are identified in the Reedley newsletter.
- Reedley College has received a great deal of media exposure, including Channel 26's feature on the new Veteran's Resource Center and Public Information Officer Lucy Ruiz' appearance on Channel 24's Central Valley Today to promote Reedley College.
- Work on accreditation self study continues. A copy of the Reedley College Accreditation newsletter was provided to the Board.
- Several members of Reedley College's staff graduated from the State Center Leadership Class X.
- Plans are underway for the beginning of the spring semester duty days on January 6<sup>th</sup> and 7<sup>th</sup>. There will be updates on accreditation self study.
- Reedley College's holiday luncheon will take place on December 17, 2010.

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

- Work on accreditation continues. The self study steering committee and the standards committees have been meeting on a regular basis to complete the second draft of the self study for Candidacy.
- Duty Day will take place on January 6<sup>th</sup> at the Madera Center. There will be an update on each of the accreditation standards, as well as a review of the rubrics on Student Learning Outcomes
- North Centers' faculty Flex Day will be held on Friday, January 7<sup>th</sup> at the Willow International Center. The

Campus Reports  
(continued)

morning session will be used for discussion of the accreditation standards planning agenda sections. The afternoon will include department meetings to discuss curriculum and Student Learning Outcomes.

- Congratulations to the North Centers' graduates from Class X of the District's Classified Professionals Leadership State Center held on Friday.
- The 5<sup>th</sup> annual Holiday Festival will be held on Thursday, December 9<sup>th</sup> at 6:30 p.m. in the Forum Hall (AC1-150) at Willow International Center. The festival is presented by the Willow International Choir and will also include performances from Clovis West, Clovis North, Clovis East, and the Fresno City College Choir.

Chancellor's Report

Dr. Blue reported the following:

**New Board Member Welcome**

Dr. Blue welcomed new trustee board member, Ron Nishinaka. Mr. Nishinaka is no stranger to the District or the boardroom as he has a long history of distinguished service, not only as an instructor at Reedley College, but as an Academic Senate representative for the college as well. Mr. Nishinaka has committed himself to serving the District once again, now as a member of the board of trustees.

**CCLC Annual Meeting**

On November 19<sup>th</sup>, during the California Community College League's annual meeting, Dr. Christine Johnson McPhail was recognized as one of the League's Distinguished Alumni Award recipients. Dr. McPhail, a graduate of Fresno City College, was on hand to receive the award along with members of her immediate family, including her children and grandchildren.

Board members Pat Patterson, Isabel Barreras, Dottie Smith and Willie Smith were present during the luncheon ceremony.

**High Speed Rail Meeting**

On December 1<sup>st</sup>, Fresno Works, lead by Supervisors Henry Perea and Susan Anderson, took a contingent of community leaders to Sacramento to attend the California High Speed Rail Authority board meeting. Dan Sousa, department chair for the Electrical Systems Technology department at Fresno City College, attended as a representative for our district to communicate FCC's ability to provide the workforce and training required.

Chancellor's Report  
(continued)

The presentation clearly made an impact, because the California High Speed Rail Authority board recommended beginning with a 65-mile stretch of track in the Central Valley. During the meeting the board stated they chose an option that makes the best use of available funding and lays the foundation for expanding the track, both north and south. It was also apparent to the board members that Fresno City college is fully prepared to meet the training needs the new project would require.

The progress of the project will be monitored as it develops. Dr. Azari is the Education subcommittee chair and continues to work with the Workforce Investment Board and Fresno Works since the initiative began.

**Classified Professionals Leadership Graduation**

Twenty-six members of the District's classified professionals graduated from the leadership program, on December 3<sup>rd</sup>. The graduation was held at Fresno City Hall, and Blong Xiong, Council Member from District 1, gave us a very warm welcome.

Graduates received their award and congratulatory recognition by Chancellor Blue, Board members, and Personnel Commission members present. Trustee representatives included Dorothy Smith, Ron Feaver, Richard Caglia, and our newest member, Ron Nishinaka. The Personnel Commission was represented by Commissioners Ron Manfredi and Bradley Tahajian.

Fresno City College classified professional, Jewell Riversmith sang the National Anthem and later in the program sang a rousing song celebrating a decade of the leadership program at SCCC.

The mission of Leadership State Center is to maximize the potential of classified managers and leaders through collaboration, learning, vision, advocacy and action in SCCC and is designed to concentrate on the next level of leadership development.

This program, under the leadership of Dr. Janice Emerzian, is a one-of-a-kind staff development program that has garnered national attention for its innovative approach to developing "home-grown" leaders throughout the District. Dr. Blue commended the participants on their achievement and congratulated Leadership State Center on ten years of providing outstanding professional development for the classified professionals.

Chancellor's Report  
(continued)

**Holiday Wishes**

Dr. Blue wished for the happiest of holiday seasons for all.

Academic Senate Report

Bill Turini, of Reedley College congratulated Trustees Smith and Barreras on their re-election to the Board of Trustees. He offered particular recognition to a retired colleague and one of his Academic Senate mentors, Ron Nishinaka, on his election to this Board of Trustees.

Mr. Turini reported the following activities by the Academic Senate:

- worked within our institutional decision-making process to revise our college's mission and core values statements;
- reviewed and endorsed a survey to be administered to our students as they complete their graduation paperwork so that we may learn about their experiences at the college. This information will be used in numerous ways in our efforts toward continuous institutional improvement;
- reviewed and endorsed a matrix for mapping our student learning outcomes to our program learning outcomes to our general education learning outcomes;
- began the review of a draft Student Conduct Standards and Procedures handbook;
- worked closely with our Program Review Committee to form a standing Student Learning Outcomes Assessment Advisory Subcommittee of Program Review;
- reviewed and adopted a new Strategic Planning Review and Assessment timeline;
- had discussions regarding our staff development committee operations
- sent representatives to the SB 1440 summits at both Tenaya Lodge and the Los Banos Center of Merced College,
- sent representatives to the Academic Senate for California Community Colleges Area A meeting in Sacramento as well as this organization's Plenary session in Anaheim.

Mr. Turini thanked the following faculty members for their efforts in these areas: Eileen Apperson (English instructor/Program Review Chair/SLO coordinator), Lee Brown

Academic Senate Report  
(continued)

(Political Science instructor), Linda Cooley (Speech/Communication instructor), Cynthia Elliott (English instructor), Pam Gilmore (Office Technology instructor), Deb Lapp (English Instructor), Ryan LaSalle (English instructor), Joe Libby (History instructor), Maria Kelly (Mathematics instructor), Melanie Sanwo (English instructor), Everett Sandoval (Business instructor), and Sharon Wu (Computer Science instructor).

Mr. Turini reported on the election of officers for the next calendar year. The members of our 2011 Executive Committee are:

- President: Bill Turini (Political Science, Reedley campus)
- Vice President, Senate Business: Stephanie Curry (Library Services, Reedley campus)
- Vice President, Curriculum: Pam Gilmore (Office Technology, Reedley campus)
- Secretary: Jeff Ragan (Reading, Reedley campus)
- Representative to the ASCCC: Lee Brown (Political Science (Willow/International Center)
- President, North Centers Faculty Association: Joe Libby (History, Willow/International Center)
- Immediate Past President: Tom Mester (Biology, Willow/International Center)

The Reedley College Academic Senate has expressed some concerns regarding the implications of several of the emerging policy trends facing community colleges, both nation-wide and in the state of California, and in the spirit of maintaining an honest, open, and collaborative relationship, the Senate feels it necessary to draw the attention of the Board of Trustees to these issues. Certainly, the American Opportunity Tax Credit, which is a higher education tax credit, is a step in the right direction toward making college affordable, and any and all efforts to make this credit permanent are equally valuable. However, while efforts are being made to limit the financial burden which may be imposed by the pursuit of higher education, the Senate is concerned about the language that it sees surrounding this national goal. At the national level, President Obama sang the praises of community colleges at his October 5<sup>th</sup> Summit on Community Colleges, noting that we are “the unsung heroes of America’s education system,” yet the outcome of this summit, the issue that most people are talking about, is the challenge he issued to community colleges nationwide to “**produce** an additional 5 million graduates by 2020” as opposed to “educate

Academic Senate Report  
(continued)

an additional 5 million people.”

At the state level, legislation like SB 1440, which establishes for us the noble goal of getting more of our students to transfer to four-year institutions; however, this legislation does little to help address the needs of students who come to school underprepared. Legislation like SB 1143, which requires the establishment of a taskforce to examine new definitions of “student success,” even though the bill itself all but predetermines what the findings of that taskforce must be— institutions need to issue more degrees. The Public Policy Institute of California has publicly stated that the California Community Colleges need to “increase the production of college graduates.” Nancy Shulock and the Institute for Higher Education Leadership and Policy have produced multiple reports based on questionable comparisons to other systems in the nations to tell educators that they are not doing their job. The recently released **Report on the Commission of the Future** makes repeated reference to the “need to increase associate degree and certificate completions in California Community Colleges,” but in 28 pages only references quality education three times.

Some may argue that we are alarmists, that “quality” is implied in the findings. However, the question then becomes “when we are discussing something as significant as public education, why should we rely on implications—why not be direct?” In short, the words people choose to use, as well as those not to use, matter greatly. People who work in an educational system owe students more than “production” as though they were on an assembly line—students are owed an education.

Classified Senate Report

Ernie Garcia, of Fresno City College reported the following:

- The Senate continues work on strategic planning and accreditation
- Travel and Conference training was well attended
- Several fund raisers this semester ( California Pizza Kitchen, See’s Candy, and Red Carpet car wash). This year a significant amount of money was raised to make a substantial donation to the FCC holiday gift basket program.
- Staff development day on November 11, 2010 was a success. Dr. Blue attended the luncheon.

Mr. Garcia wished everyone a happy and healthy holiday season.

Student Learning  
Outcomes

Ms. Taylor from Fresno City College and Ms. Apperson from Reedley College provided historical background on student learning outcomes. Explanations were provided on each standard.

Dr. Blue stated this is the first of two presentations in order to meet the requirement for the Board to be involved in self study. This presentation will focus on making sure everyone is clear on what student learning outcomes are. In February, another presentation will focus on more detailed information, and what is expected to be accomplished by 2012.

Mr. Smith commented on a speaker at the CCLC conference who stated that some of the proprietary schools that are criticized were failing to meet goals. Should we be looking at what we promise the students? Are we making promises we can't keep? Ms. Taylor stated staff is looking at catalogs with a critical eye.

Ms. Smith stated the outcomes are dependent upon what the students bring with them when they come to the college system. The students are not prepared when they get to colleges. Are we working with the K-12 system for student preparedness? Ms. Taylor stated yes, and referenced the K-16 bridge articulation agreements.

Dr. Blue referred the Board to the three additional resource documents, which were included in the Board packet for their review.

Consent Agenda  
Action

Ms. Smith announced that Consent Agenda Item 10-134G and the exhibit for Item 10-37HR Exhibit have been amended and copies provided.

Before proceeding with the consideration of the Consent Agenda, President Smith recognized Ms. Barreras for a procedural matter. Ms. Barreras requested Consent Agenda Items 2 and 3 (10-38HR and 10-39HR) be removed from the Consent Agenda and considered separately.

Ms. Smith acknowledged Ms. Barreras' request and stated that Consent Agenda Items 2 and 3 would be considered separately. Ms. Smith asked for a motion to approve the Consent Agenda as amended, excluding Items 2 and 3.



Consent Agenda  
Action  
(continued)

It was moved by Mr. Patterson and seconded by Ms. Barreras that the Board of Trustees approve Consent Agenda Items 10-37HR, as amended, and 10-123G through 10-136G, as presented. The motion carried unanimously.

Ms. Barreras stated that since she has recently completed a temporary internship with CSEA, the exclusive bargaining representative for the classified employees of the District, she must recuse herself from consideration of these matters as they may involve CSEA's representation of classified employees. She also noted that later on the agenda there are closed session items for conference with the labor negotiator regarding the District's ongoing labor negotiations with CSEA and the faculty bargaining unit. She recuses herself from the portion of closed session Item B concerning the CSEA contract and from the salary and medical benefits provisions of the faculty contract, and will not participate in those deliberations. She does this to comply with the requirements of the Political Reform Act and to prevent the appearance of conflict, on the advice of the District's counsel.

Ms. Smith stated that the Board would now consider Consent Agenda Items 2 and 3 (10-38HR and 10-39HR).

It was moved by Mr. Patterson and seconded by Mr. Feaver to approve Consent Items 10-38HR and 10-39HR, as presented. The motion passed as follows:

Ayes - 6  
Recused - 1 (Trustee Barreras)

Ms. Barreras asked for information on item 125G. Dr. Azari will provide information for the Board, within the week. Mr. Brinkley provided further clarification for item 129G.

Employment, Retirement,  
Change of Status,  
Academic Personnel  
[10-37HR]  
Action

approve academic personnel recommendations, Items A through D, as amended

Dr. Blue recognized several of the retiring SCCCD staff members.

Employment, Change of  
Status, Transfer, Leave of  
Absence, Resignation,  
Retirement, Classified  
Personnel  
[10-38HR]  
Action

approve classified personnel recommendations, Items A through H, as presented

Appointment of California School Employee Association Nominee to the State Center Community College District’s Personnel Commission  
[10-39HR]  
Action

appoint Mr. Tim Liermann as the CSEA appointee to the Personnel Commission to serve a three year term beginning December 14, 2010, on the State Center Community College District Personnel Commission

Review of District Warrants and Checks  
[10-123G]  
Action

review and sign the warrants register for the following accounts:

<u>Account:</u>	<u>Amount:</u>	<u>For the Period of:</u>
District	\$ 16,273,558.03	October 15, 2010 to November 18, 2010
Fresno City College Bookstore	\$ 258,213.64	October 14, 2010 to November 17, 2010
Reedley College Bookstore	\$ 125,714.66	October 14, 2010 to November 17, 2010
Fresno City College Co-Curricular	\$ 117,294.80	October 13, 2010 to November 16, 2010
Reedley College Co-Curricular	\$ 85,349.67	October 14, 2010 to November 17, 2010
<b>Total:</b>	<b>\$ 16,860,130.80</b>	

Consideration of Report of Investments  
[10-124G]  
Action

accept the Quarterly Performance Review, as provided by the County of Fresno, for the quarter ending September 30, 2010

Consideration to Authorize Agreement with California Community Colleges Chancellor’s Office for Economic and Workforce Development Industry Driven Regional Collaborative Solar Photovoltaic Grant, Fresno City College Training Institute  
[10-125G]  
Action

- a) authorize the District, on behalf of Fresno City College, to enter into an Economic and Workforce Development grant agreement with California Community Colleges Chancellor’s Office to implement a Solar Photovoltaic Training Program for the period July 1, 2010, through June 30, 2012, with total funding in the amount of \$330,387;
- b) authorize renewal of the agreement with similar terms and conditions; and
- c) authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign the agreement on behalf of the District

Consideration to Authorize Agreement with the California Community Colleges Chancellor's Office for Economic and Workforce Development, California Food and Agricultural Trade Assistance Program Hub, Center for International Trade Development [10-126G]  
Action

- a) authorize the District, on behalf of the Center for International Trade Development, to enter into an Economic and Workforce Development Program grant agreement with the California Community Colleges Chancellor's Office to host a California Food and Agricultural Trade Assistance Program Hub for the period July 14, 2010, through June 30, 2011, with funding in the amount of \$60,000;
- 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 Approve Agreement for Digital Production Copiers, Reedley College [10-127G]  
Action

approve participation in the Western States Contracting Alliance Master Price Agreement 7-09-36-07 with IKON Office Solutions, Inc., for the lease of digital production copiers at the Reedley College Production Services Department, and authorize purchase orders to be issued against this agreement

Consideration to Appoint Director and Alternate Director, Valley Insurance Program Joint Powers Authority [10-128G]  
Action

appoint Ed Eng to the Valley Insurance Program JPA Board of Directors as Director commencing January 31, 2011, and Darren Cousineau as Alternate Director commencing January 31, 2011

Consideration to Appoint District Representative, Fresno Area Self-Insurance Benefits Organization [10-129G]  
Action

appoint Randy Rowe to the Fresno Area Self-Insurance Benefits Organization Board effective January 31, 2011

Consideration to Approve Changes to Class Materials Fees Schedule, Fresno City College [10-130G]  
Action

adopt changes to the Fresno City College Materials Fees Schedule beginning in 2011-12, as presented, with all other current materials remaining unchanged

Consideration of Bids,  
Music Building Door  
Replacement, Fresno City  
College  
[10-131G]  
Action

award Bid #1011-10 in the amount of \$27,400 to Santana Construction and Management, the lowest responsible bidder, for the music building door replacement at Fresno City College, and authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign an agreement on behalf of the District

Consideration to Accept  
Construction Project, Life  
Science Workroom  
Remodel, Reedley College  
[10-132G]  
Action

- a) accept the project for Life Science Workroom Remodel, Reedley College; and
- b) authorize the Chancellor or her designee to file a Notice of Completion with the County Recorder

Consideration to  
Acknowledge Student  
Representation Fee,  
Reedley College  
[10-133G]  
No Action

acknowledge the student representation fee for Reedley College for implementation in the fall semester of 2011 and each semester thereafter

Consideration to Approve  
Curriculum Proposals,  
Effective Spring 2011  
through Fall 2011, Fresno  
City College and Reedley  
College  
[10-134G]  
Action

approve the Fresno City College and Reedley College curriculum proposals as submitted

Consideration to Approve  
Study Abroad Program,  
London, England,  
Summer 2012  
[10-135G]  
Action

approve the offering of the summer 2012 program in London, England, and approve Susana Sosa and Rosemarie Guglielmino as instructors for this program

Consideration to Approve  
Study Abroad Program,  
Iceland, Summer 2012  
[10-136G]  
Action

approve the offering of the summer 2012 program to Iceland and approve Brandy Anglen and David Balogh as instructors for the program

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

Consideration to Accept  
2009-10 Audit Report  
[10-66]  
Action

Doug Brinkley introduced Jeff Jensen, Sr. Vice President, Assurance Services, of Perry-Smith, LLP. Mr. Jensen presented the audit to the Board. He stated he was impressed with the outcome of the audit, considering the decentralized operations and the number of the campuses involved.

Mr. Patterson asked if the findings impact the base funding level established in the State Chancellor's Office. Mr. Jensen stated "No".

Dr. Blue commented that the District has to submit an annual fiscal report, including an audit, to the Accrediting Commission for Community and Junior Colleges Office every year as well as, the State Chancellor's Office

A motion was made by Mr. Patterson and seconded by Mr. Nishinaka to accept the 2009-10 audit report as submitted by the firm of Perry-Smith, LLP.

The motion carried unanimously.

Ms. Smith thanked staff for their hard work in assisting with the audit, including Mr. Eng, Mr. Schofield, and Mr. Brinkley. Mr. Brinkley stated this was a districtwide effort.

2010-11 Budget Update  
[10-67]  
No Action

Doug Brinkley provided available updated information on the 2010-11 State budget and its commitment to the community college system and State Center Community College District. Included in his presentation were updated cash flow projections for the District.

Ms. Barreras requested a detailed update in the Friday memo, following the budget update in January.

Consideration to Approve  
Lease Assignment and  
Extension of Ten Acre  
Parcel from Douglas and  
Amanda Stuckey to  
Moonlight Packing  
Corporation and Wawona  
Packing Company,  
Reedley College  
[10-68]  
Action

Doug Brinkley recommends approving the lease assignment as presented.

A motion was made by Mr. Feaver and seconded by Mr. Smith to approve the assignment of the Douglas and Amanda Stuckey lease of ten acres of the Reedley College Farm to Moonlight Packing Corporation and Wawona Packing Company, with the continuance of terms and conditions under the current 132 acre farm lease agreement; and authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign the assignment of lease on behalf of the District.

The motion carried unanimously.

Consideration of Bids,  
Replaster Two Pools,  
Fresno City College  
[10-69]  
Action

Brian Speece presented information on the re-plastering of the two pools. It has been 18 years since the last plastering. Mr. Smith asked if warranties were provided for the work. Mr. Speece responded the warranties are for 15-20 years. Mr. Caglia asked if there were many companies who plaster this size of pool. Mr. Speece said there were very few in the area.

A motion was made by Mr. Smith and seconded by Mr. Caglia to award Bid #1011-11 in the amount of \$123,151 to Burketts Pool Plastering, Inc., the lowest responsible bidder for the replaster of two pools at Fresno City College; and authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign an agreement on behalf of the District.

The motion carried unanimously.

A motion was made by Mr. Caglia to jointly approve items 10-70 through 10-74, as follows:

Consideration to Accept  
Construction Project,  
Masonry, Old  
Administration Building,  
Fresno City College  
[10-70]  
Action

To accept the project for Masonry, Old Administration Building, Fresno City College; and authorize the Chancellor or her designee to file a Notice of Completion with the County Recorder.

Consideration to Accept  
Construction Project, Fire  
Protection, Old  
Administration Building,  
Fresno City College  
[10-71]  
Action

To accept the project for Fire Protection, Old Administration Building, Fresno City College; and authorize the Chancellor or her designee to file a Notice of Completion with the County Recorder.

Consideration to Accept  
Construction Project,  
Metal Framing, Drywall,  
Plaster, Insulation, Old  
Administration Building,  
Fresno City College  
[10-72]  
Action

To accept the project for Metal Framing, Drywall, Plaster, Insulation, Old Administration Building, Fresno City College; and authorize the Chancellor or her designee to file a Notice of Completion with the County Recorder.

Consideration to Accept Construction Project, Site Concrete, Building Concrete, Reinforcing Steel, Rough Carpentry, Structural Demolition, Old Administration Building, Fresno City College  
[10-73]  
Action

To accept the project for Site Concrete, Building Concrete, Reinforcing Steel, Rough Carpentry, Structural Demolition, Old Administration Building, Fresno City College; and authorize the Chancellor or her designee to file a Notice of Completion with the County Recorder.

Consideration to Accept Construction Project, Structural Steel, Miscellaneous Iron, Old Administration Building, Fresno City College  
[10-74]  
Action

To accept the project for Structural Steel, Miscellaneous Iron, Old Administration Building, Fresno City College; and authorize the Chancellor or her designee to file a Notice of Completion with the County Recorder.

Mr. Caglia's motion to jointly accept items 10- 70 through 10-74 was seconded by Mr. Smith.

The motion carried unanimously.

Reports of Board Members

Kayla Urbano, Student Trustee, RC, reported on the following events:

- At the end of November, a local Native American family spoke about their heritage and experiences growing up in the Central Valley.
- The celebration of the Swedish holiday, Santa Lucia, takes place on December 13<sup>th</sup>.
- On December 15<sup>th</sup>, the campus is hosting a coloring contest for the students.
- Reedley College partnered with Jefferson Elementary school and identified 15 families in need. The ASB provided gifts for 15 families. In addition, 55 families were served a holiday dinners courtesy of the Main Street Café in Reedley.

Tony Capetillo, Student Trustee, FCC, reported on the following events:

- On November 4, the Student Nurses Association, in partnership with the Employment Resource Center, hosted the Health Care Job Fair.
- November 5, marked the Veterans Peace Memorial

Reports of Board  
Members (continued)

Ceremony held at Fresno City College.

- November 13 marked the annual rivalry between FCC and Reedley College football teams in the “Battle of the Pump” at Ratcliffe Stadium. FCC won both the gavel and the pump.
- On November 30, FCC hosted a blood drive in partnership with the Central California Blood Bank.
- FCC will be providing holiday gift bags for 300 students in need this holiday season. Distribution of the gift bags will take place this Thursday and Friday.

Mr. Nishinaka stated he has been touring the campuses. He thanked Brian Speece for providing a tour of the OAB. He also had an opportunity to tour the Reedley farm. He attended the Classified Professionals Leadership graduation, and congratulated the participants for their achievement.

Mr. Smith reported he attended the CCLC conference in Pasadena. He attended presentations including, the future of solar power in community colleges, nursing programs and the changing environment in the health care industry, and a presentation on the 50% rule and exemptions from it. He stated the conference was very valuable.

Mr. Feaver congratulated Mr. Nishinaka. He attended the Classified Professionals Leadership ceremony. He commended Ms. Smith on her public remarks during the event.

Mr. Caglia commented he attended the Classified Professional event. Second, he requested the topic of a Sports Information Director be placed on a future agenda. This position has not been filled and it could be financially beneficial to SCCC by promoting sporting events.

Ms. Barreras congratulated Mr. Nishinaka. Ms. Barreras also attended the CCLC conference. One workshop she attended was focused on student success. It focused on creating board policies to enforce student success. Ms. Barreras reported she has been appointed to the Board of Governors. The confirmation will take a year to complete.

Mr. Patterson reported he attended the CCLC conference. He said it was a great conference. One of the more interesting presentations was on the cost of text books. One of the comments made during the presentation was that within 3 years, hard copies of text books will be obsolete. He recommended the



Reports of Board Members (continued)	District explore this subject for future discussion.  Ms. Smith commented on the Leadership State Center graduation and congratulated the participants. Ms. Smith stated she attended the CCLC conference. She participated in a workshop on programs for veterans. She said programs like the ones for veterans are valuable. Similar programs designed for ex-offenders are also important and the District needs to take the lead on this discussion. She said the speech made by Dr. McPhail at the CCLC luncheon was inspiring, and Fresno City College should be very proud of one of its own.
Old Business	None
Future Agenda Items	Ms. Barreras requests discussion on board policies for student success.  Ms. Smith encouraged the student trustees to actively participate in the Board meetings.
Delegations, Petitions, and Communications	None
Closed Session	Ms. Smith 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 Full-Time Bargaining Unit; SCFT Part-Time Bargaining Unit, California School Employees Association Bargaining Unit, and SCCC Peace Officers Association]; Randy Rowe, Pursuant to Government Code Section 54957.6  Ms. Smith called a recess at 6:55 p.m.
Open Session	The Board moved into open session at 7:35 p.m.
Report of Closed Session	Ms. Smith asked that the minutes reflect that Trustee Barreras was not present during the discussion of the portion of Item B pertaining to the conference with labor negotiator regarding the District's ongoing labor negotiations with CSEA or the discussion of the salary and medical benefits provisions of the faculty contract.

Report of Closed Session  
(continued)

Ms. Smith reported from closed session, that The Board took action on December 8, 2009, to terminate a custodian, Employee Number 0114315. On November 16, 2010, the State Center Community College District Personnel Commission upheld the termination of that classified employee.

Adjournment

The meeting was adjourned at 7:37 p.m. by the unanimous consent of the Board.

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Richard Caglia  
Secretary, Board of Trustees  
State Center Community College District

*Draft*

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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT:    Employment, Resignation, Change of Status,  
                 Leave of Absence, Academic Personnel

ITEM NO. 11-01HR

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EXHIBIT:    Academic Personnel Recommendations

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Recommendation:

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

ACADEMIC PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following person:

Name	Campus	Class & Step	Salary	Position
Hodges, Donal S.	FCC	V, 6	\$36,706	Chemistry Instructor

(Current Adjunct Faculty)  
(One-Semester Temporary – January 14, 2011 through May 20, 2011)

Khan-Brockbank, Kherstin N.	FCC	II, 4	\$29,834	Communication Arts Instructor
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(Current Adjunct Faculty)  
(First Contract – January 14, 2011 through May 20, 2011)

Newton, Miles A.	FCC	V, 6	\$36,706	Applied Technology Instructor
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(Current Adjunct Faculty)  
(One-Semester Temporary – January 14, 2011 through May 20, 2011)

Silva, Sonny R.	FCC	59, 1	\$46,470	Interim Director, Financial Aid
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(Current Classified Staff)  
(One-Semester Interim – January 14, 2011 through June 30, 2011)

B. Recommendation to accept resignation for the following person:

Name	Campus	Effective Date	Position
Azari, Cynthia E.	FCC	March 31, 2011	President

Academic Personnel Recommendation [11-01HR]

Page 2

- C. Recommendation to change the contractual duty days effective January 14, 2011, for the following person:

<u>Name</u>	<u>Campus</u>	<u>From</u>	<u>To</u>	<u>Position</u>
Tuttrup, Richard	FCC	177	202	Business & Technology Instructor

- D. Recommendation to approve a leave of absence for the following person:

<u>Name</u>	<u>Campus</u>	<u>From</u>	<u>To</u>	<u>Position</u>
Daniels, Stevie	FCC	August 11, 2011	May 18, 2012	English as a Second Language Instructor

(Per Professional Improvement Leave, Article XIV-B, Section 2 of the SCFT bargaining unit agreement)

- E. Recommendation to employ the following persons as Training Institute Trainers:

<u>Name</u>	<u>Campus</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Cary, Neil A.	FCC	Trainer IV	\$44.69	October 11, 2010
Sulenta, David W.	FCC	Trainer IV	\$44.69	October 11, 2010

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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT: Employment, Change of Status,  
Resignation, Retirement,  
Classified Personnel

ITEM NO. 11-02HR

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EXHIBIT: Classified Personnel Recommendations

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Recommendation:

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

CLASSIFIED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following persons as probationary:

Name	Location	Classification	Range/Step/Salary	Date
Johnson, Donnie	FCC	Athletic Equipment Manager Position No. 2151	50-A \$3,333.42	12/01/2010
Rocha, Andrew	FCC	Audio Visual Technician (PPT) Position No. 8506	32-A \$12.35/hr.	12/06/2010
Cunningham, John	RC	Food Service Manager Position No. 3096	34-A (Mgmt) \$5,135.00	12/13/2010

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

Name	Location	Classification	Hourly Rate	Date
Lewis, Erica	RC	Cook Position No. 3067	43-A \$16.19/hr.	11/17/2010
Villegas- Villagomez, Alberto	FCC	Custodian Position No. 2140	41-A \$15.38/hr.	11/19/2010
Fox, Kyla	FCC	Office Assistant I Position No. 2092	38-A \$14.32/hr.	11/22/2010
Edwards, Leah	MC	Department Secretary Position No. 4038	44-A \$16.58/hr.	11/29/2010
White, Laurie	FCC	Office Assistant I Position No. 2144	38-A \$14.32/hr.	12/07/2010

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

Name	Location	Classification	Hourly Rate	Date
Archuleta, Irene	MC	Administrative Aide Position No. 4009	53-E \$26.96/hr.	12/06/2010

Classified Personnel Recommendation

Page 2

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

Name	Location	Classification	Range/Step/Salary	Date
Garcia, Ernie	FCC	Office Assistant II	41-E	10/01/2010
		Position No. 2018 to	\$3,243.50 to	thru
		Administrative Secretary I	48-C	12/31/2010
		Position No. 2018	\$3,496.83	
(Additional compensation for working out of class per Article 33, Section 8)				

Nichols, Mark	FCC	Microcomputer Specialist	60-E	11/01/2010
		Position No. 2334 to	\$5,367.08 to	
		Microcomputer Resource	63-E	
		Technician	\$5,766.92	
		Position No. 2280		
(Additional compensation for working out of class per Article 33, Section 8)				

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

Name	Location	Classification	Date
Xiong, Yer	FCC	Bookstore Sales Clerk I (Seasonal) Position No. 8001	11/23/2010
Edwards, Leah	FCC	Bookstore Sales Clerk I (Seasonal) Position No. 8004	11/29/2010
Steer-Sweet, Connie	FCC	Nursing Skills Resource Assistant Position No. 2113	12/03/2010
Nishinaka, Katherine	FCC	Reg To Go Orientation Assistant Position No. 8064	12/07/2010
Velazquez, Daisy	FCC	Bookstore Seasonal Assistant Position No. 8028	12/07/2010

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

Name	Location	Classification	Date
Thomason, Scott	RC	Vice President of Administrative Services Position No. 3115	12/23/2010



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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT: Review of District Warrants and Checks

ITEM NO. 11-01G

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EXHIBIT: None

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Recommendation:

It is recommended the Board of Trustees review and sign the warrants register for the following accounts:

<u>Account:</u>	<u>Amount:</u>	<u>For the Period of:</u>
District	\$ 15,775,196.88	November 19, 2010 to December 16, 2010
Fresno City College Bookstore	\$ 1,375,377.16	November 17, 2010 to December 21, 2010
Reedley College Bookstore	\$ 663,944.89	November 18, 2010 to December 21, 2010
Fresno City College Co-Curricular	\$ 174,747.76	November 17, 2010 to December 20, 2010
Reedley College Co-Curricular	<u>\$ 59,554.74</u>	November 18, 2010 to December 17, 2010
Total:	\$ 18,048,821.43	

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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

SUBJECT: Consideration to Approve 2011-12  
 Tuition Rate, Nonresident Students

ITEM NO. 11-02G

EXHIBIT: None

Background:

Community college districts must annually establish the nonresident tuition rate for the ensuing year no later than February 1 of each fiscal year. Effective since the 2010-11 fiscal year, nonresident students, for tuition purposes, is defined as any student who has not established residency in California, including both out-of-state and international students.

The District has established the nonresident tuition rate based on the statewide average per semester unit as provided by the State Chancellor's Office. Additionally, state law permits a community college district to charge nonresident students an additional fee not greater than the respective district's capital outlay expenditures for the prior year, reduced to a per unit rate . The established non-resident tuition rate schedules for the fiscal years 2001-02 to 2010-11 are listed below.

<b>FISCAL YEAR</b>	<b>NON-RESIDENT TUITION</b>	<b>CAPITAL OUTLAY FEE</b>	<b>TOTAL NONRESIDENT FEE</b>
01-02	\$134	\$34	\$168
02-03	\$141	\$16	\$157
03-04	\$149	\$16	\$165
04-05	\$149	\$19	\$168
05-06	\$151	\$21	\$172
06-07	\$160	\$20	\$180
07-08	\$173	\$22	\$195
08-09	\$181	\$23	\$204
09-10	\$190	\$21	\$211
10-11	\$183	\$39	\$222

Based on the current definition of nonresident students, the tuition rate recommendation is determined using the statewide average rate plus the local capital outlay fee. The 2009-2010

statewide inflation adjusted average is \$5,287 per FTES, or \$176 per semester unit; therefore, the 2011-12 tuition rate for nonresident students is proposed as follows:

<b>FISCAL YEAR</b>	<b>NONRESIDENT TUITION RATE</b>	<b>SCCCD CAPITAL OUTLAY RATE</b>	<b>TOTAL NONRESIDENT TUITION</b>
2011-12 Proposed	\$176	\$39	\$215

Fiscal Impact:

The fees for nonresident tuition are estimated to generate approximately \$1,750,000.

Recommendation:

It is recommended the Board of Trustees establish the 2011-12 tuition rate for nonresident students (students who are not residents of California) at \$215, which includes a \$39 capital outlay fee, for each unit enrolled.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT: Consideration to Authorize Signatories  
for District Contracts and Grants

ITEM NO. 11-03G

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EXHIBIT: None

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Background:

The Board provides formal signature authorizations for the District administration for bank accounts, orders, and registers. This authorization allows the administration to sign contracts and grants on behalf of the District. These signature authorizations are approved by the Board when staff changes occur. With the retirement of Douglas R. Brinkley as Vice Chancellor of Finance & Administration of State Center Community College District, the following changes are needed:

1. removal of Douglas R. Brinkley as an authorized signatory for District contracts and grants effective February 1, 2011; and
2. addition of Interim Vice Chancellor of Finance & Administration Willard C. Wright and Director of Finance Edwin Eng as authorized signatories for District contracts and grants effective February 1, 2011.

It is further anticipated the Board of Trustees will change these authorizations when a new Vice Chancellor is employed. All other signatories will remain unchanged.

Recommendation:

It is recommended the Board of Trustees authorize the removal of Douglas R. Brinkley as signatory on District contracts and grants effective February 1, 2011, and add Interim Vice Chancellor Willard C. Wright and Director of Finance Edwin Eng as signatories on District contracts and grants effective February 1, 2011.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT: Consideration to Authorize Signatory  
Change, District Bank Accounts,  
State Center Community College District

ITEM NO. 11-04G

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EXHIBIT: Bank Accounts

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Background:

The Education Code requires that the Board approve signatories on District bank accounts. With the retirement of Douglas R. Brinkley as Vice Chancellor of Finance and Administration of State Center Community College District, the following changes are needed:

1. removal of Douglas R. Brinkley as an authorized signatory on State Center Community College District bank accounts effective February 1, 2011; and
2. addition of Interim Vice Chancellor of Finance and Administration Willard C. Wright as signatory effective February 1, 2011.

It is further anticipated the Board of Trustees will change this authorization when a new Vice Chancellor is employed. All other signatories will remain unchanged.

Recommendation:

It is recommended the Board of Trustees authorize the removal of Douglas R. Brinkley as a signatory on State Center Community College District bank accounts effective February 1, 2011, and add Interim Vice Chancellor of Finance and Administration Willard C. Wright as signatory effective February 1, 2011.

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
BANK ACCOUNTS**

<u>Bank / Branch</u>	<u>Bank Address</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Current Signatories</u>	<u>Proposed Signatories</u>
Bank of America	5292 North Palm Fresno, CA 93704	Payroll Clearing Account	14823-01371	Deborah G. Blue Douglas R. Brinkley Randy Rowe Edwin Eng	Deborah G. Blue Willard C. Wright Randy Rowe Edwin Eng
Bank of America	5292 North Palm Fresno, CA 93704	Traffic Fines Clearing Account	14824-01427	Deborah G. Blue Douglas R. Brinkley Randy Rowe Edwin Eng	Deborah G. Blue Willard C. Wright Randy Rowe Edwin Eng
Bank of America	5292 North Palm Fresno, CA 93704	FCC Clearing Account	14827-01553	Deborah G. Blue Douglas R. Brinkley Randy Rowe Edwin Eng	Deborah G. Blue Willard C. Wright Randy Rowe Edwin Eng
Bank of America	5292 North Palm Fresno, CA 93704	SCCCD North Centers Account	14122-00007	Deborah G. Blue Douglas R. Brinkley Randy Rowe Edwin Eng	Deborah G. Blue Willard C. Wright Randy Rowe Edwin Eng
Bank of America	5292 North Palm Fresno, CA 93704	SCCCD Federal/State/EFT	14129-00018	Deborah G. Blue Douglas R. Brinkley Randy Rowe Edwin Eng	Deborah G. Blue Willard C. Wright Randy Rowe Edwin Eng
Bank of America	5292 North Palm Fresno, CA 936704	SCCCD Electronic Payment Processing	14991-24413	Deborah G. Blue Douglas R. Brinkley Randy Rowe Edwin Eng	Deborah G. Blue Willard C. Wright Randy Rowe Edwin Eng
Bank of America	Calwa Branch 2611 South Cedar Fresno, CA 93725	CTC Clearing Account Bank #90-1957-1211	06310-00059	Deborah G. Blue Douglas R. Brinkley Randy Rowe Edwin Eng	Deborah G. Blue Willard C. Wright Randy Rowe Edwin Eng
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Reedley College Clearing Acct.	0060015920	Deborah G. Blue Douglas R. Brinkley Randy Rowe Edwin Eng	Deborah G. Blue Willard C. Wright Randy Rowe Edwin Eng

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
BANK ACCOUNTS**

<u>Bank / Branch</u>	<u>Bank Address</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Current Signatories</u>	<u>Proposed Signatories</u>
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Reedley College Food Services Clearing Account	0060025044	Deborah G. Blue Douglas R. Brinkley Randy Rowe Edwin Eng	Deborah G. Blue Willard C. Wright Randy Rowe Edwin Eng
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Reedley College Dorm Clearing Account	0060025052	Deborah G. Blue Douglas R. Brinkley Randy Rowe Edwin Eng	Deborah G. Blue Willard C. Wright Randy Rowe Edwin Eng
Wells Fargo	Fashion Fair Office 715 E. Shaw Fresno, CA 93710	Revolving Fund	0369-115829	Doug Brinkley Edwin Eng	Willard C. Wright Edwin Eng
Wells Fargo	Fresno Reg. Commercial Banking Office 1206 Van Ness Avenue Fresno, CA 93721	Letter of Credit Account	4159-394741	Deborah G. Blue Douglas R. Brinkley Randy Rowe Edwin Eng	Deborah G. Blue Willard C. Wright Randy Rowe Edwin Eng
Marketing One Securities, Inc.	Sanwa Bank California 601 S. Figueroa, Ste W9-7 Los Angeles, CA 90017	Franklin U.S. Government Securities Fund		Douglas R. Brinkley Edwin Eng	Willard C. Wright Edwin Eng
Bank of America	Tower Branch 1264 North Wishon Fresno, CA 93728	Associated Student Body	14827-50181	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan
Bank of America	Tower Branch 1264 North Wishon Fresno, CA 93728	Co-Curricular Activity	14823-50183	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan
Bank of America	Tower Branch 1264 North Wishon Fresno, CA 93728	Federal Financial Asst.	14829-50185	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan
Bank of America	Tower Branch 1264 North Wishon Fresno, CA 93728	Scholarship & Loan	14825-50187	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
BANK ACCOUNTS**

<u>Bank / Branch</u>	<u>Bank Address</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Current Signatories</u>	<u>Proposed Signatories</u>
Bank of America	Tower Branch 1264 North Wishon Fresno, CA 93728	Bookstore--Checking	14826-50177	Douglas R. Brinkley Anthony D. Cantu Michael J. Guerra	Willard C. Wright Anthony D. Cantu Michael J. Guerra
Bank of America	Tower Branch 1264 North Wishon Fresno, CA 93728	Bookstore--NaBanco VISA/MASTERCARD	14822-52050	Douglas R. Brinkley Anthony D. Cantu Michael J. Guerra	Willard C. Wright Anthony D. Cantu Michael J. Guerra
Bank of America	Tower Branch 1264 North Wishon Fresno, CA 93728	Federal Aid Interest Bearing Account	14821-01650	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan
Bank of America	Tower Branch 1264 North Wishon Fresno, CA 93728	State Cal Grant Interest Bearing Account	14997-20356	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Campus Co-Curricular Activities	8194238596	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan	Anthony D. Cantu Michael J. Guerra Cheryl Sullivan
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Federal Direct Student Financial Aid Account	060-022347	Barbara A. Hioco Michael A. White Scotty R. Thomason	Barbara A. Hioco Michael A. White Cheryl Sullivan
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	State of CA Direct Student Financial Aid	060-005372	Barbara A. Hioco Michael White Scotty R. Thomason	Barbara A. Hioco Michael White Cheryl Sullivan
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Scholarship & Loan	060-011321	Barbara A. Hioco Michael A. White Scotty R. Thomason	Barbara A. Hioco Michael A. White Cheryl Sullivan
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Co-Curricular	060-015904	Barbara A. Hioco Michael A. White Scotty R. Thomason	Barbara A. Hioco Michael A. White Cheryl Sullivan
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Associated Student Body	060-015912	Barbara A. Hioco Michael A. White Scotty R. Thomason	Barbara A. Hioco Michael A. White Cheryl Sullivan



**STATE CENTER COMMUNITY COLLEGE DISTRICT  
BANK ACCOUNTS**

<u>Bank / Branch</u>	<u>Bank Address</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Current Signatories</u>	<u>Proposed Signatories</u>
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Assoc. Student Body Certificate of Deposit	060-1114665	Barbara A. Hioco Scotty R. Thomason Daniel Kilbert	Barbara A. Hioco Cheryl Sullivan Daniel Kilbert
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Bookstore--Checking	006-0289303	Douglas R. Brinkley Scotty R. Thomason Michael Guerra	Willard C. Wright Cheryl Sullivan Michael Guerra
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Reedley College ATM Account	060-025389	Barbara A. Hioco Scotty R. Thomason Dan Harrell	Barbara A. Hioco Linda J. Nies Dan Harrell
Bank of America	P.O. Box 30746 Los Angeles, CA	Bookstore Checking Account	00096-07311	Douglas R. Brinkley Scotty R. Thomason Michael Guerra	Willard C. Wright Cheryl Sullivan Michael Guerra

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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT: Consideration to Authorize Signatory  
Change, Various Bank Accounts,  
Reedley College

ITEM NO. 11-05G

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EXHIBIT: Bank Accounts

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Background:

The Education Code requires the Board approve signatories on District bank accounts. The following changes are needed at Reedley College:

1. Michael A. White will replace Scotty R. Thomason on one account as outlined;
2. Cheryl Sullivan will replace Scotty R. Thomason on eight accounts as outlined;
3. Willard C. Wright will replace Douglas R. Brinkley on two accounts as outlined.

All other signatories will remain unchanged.

Recommendation:

It is recommended the Board of Trustees authorize the removal of Scotty R. Thomason on all Reedley College accounts and the addition of Cheryl Sullivan, Michael A. White, and Willard C. Wright as signatories as outlined.

**STATE CENTER COMMUNITY COLLEGE DISTRICT  
BANK ACCOUNTS**

<u>Bank Name and Branch</u>	<u>Bank Address</u>	<u>Account Name</u>	<u>Account Number</u>	<u>Current Signatories</u>	<u>Proposed Signatories</u>
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Federal Direct Student Financial Aid Acct	060-022347	Barbara A. Hioco Michael A. White Scotty R. Thomason	Barbara A. Hioco Michael A. White Cheryl Sullivan
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	State of California Direct Student Financial Aid	060-005372	Barbara A. Hioco Michael White Scotty R. Thomason	Barbara A. Hioco Michael White Cheryl Sullivan
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Scholarship & Loan	060-011321	Barbara A. Hioco Michael A. White Scotty R. Thomason	Barbara A. Hioco Michael A. White Cheryl Sullivan
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Co-Curricular	060-015904	Barbara A. Hioco Michael A. White Scotty R. Thomason	Barbara A. Hioco Michael A. White Cheryl Sullivan
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Associated Student Body	060-015912	Barbara A. Hioco Michael A. White Scotty R. Thomason	Barbara A. Hioco Michael A. White Cheryl Sullivan
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Associated Student Body Certificate of Deposit	060-1114665	Barbara A. Hioco Scotty R. Thomason Daniel Kilbert	Barbara A. Hioco Cheryl Sullivan Daniel Kilbert
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Bookstore--Checking	006-0289303	Douglas R. Brinkley Scotty R. Thomason Michael Guerra	Willard C. Wright Cheryl Sullivan Michael Guerra
Rabobank, N.A.	1003 "I" Street Reedley, CA 93654	Reedley College ATM Account	060-025389	Barbara A. Hioco Scotty R. Thomason Linda J Nies	Barbara A. Hioco Michael A. White Linda J. Nies
Bank of America	P.O. Box 30746 Los Angeles, CA	Bookstore Checking Account	00096-07311	Douglas R. Brinkley Scotty R. Thomason Michael Guerra	Willard C. Wright Cheryl Sullivan Michael Guerra

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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT: Public Hearing on District's Initial Proposal  
to State Center Community College  
District Peace Officers' Association

ITEM NO. 11-01

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EXHIBIT: Initial Proposal

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Background:

Government Code 3547 sets forth the "sunshine" provisions of the Rodda Act. The Board is required to hold a public hearing on the District's initial proposal to the State Center Community College District Peace Officers' Association. The District's proposal has been made available to the public since the posting of the agenda on January 5, 2011.

Recommendation:

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

**INITIAL PROPOSAL FROM THE  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
TO THE  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
PEACE OFFICERS' ASSOCIATION  
2010-2011**

**ARTICLE 1  
TERM OF AGREEMENT**

This Agreement between the State Center Community College District (hereinafter referred to as "District"), its successor and/or affiliates and the Peace Officers' Association (hereinafter referred to as "POA") is effective **and shall remain in full force and effect until the close of the workday June 30, 2011, or until a successor agreement is in effect, whichever is later**

This Agreement shall supersede and cancel all previous agreements both written and oral.

**ARTICLE 2  
RECOGNITION**

The District recognizes the POA 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.

**ARTICLE 3  
SEVERABILITY**

Savings Clause: If, during the life of this Agreement, any law or any order issued by a court or other tribunal of Competent Jurisdiction other than the District, shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provisions shall be inoperative so long as such law or order shall remain in effect, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. In the event of suspension or invalidation of any Article or Section of this Agreement, the parties shall meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE 4  
SUPPORT OF AGREEMENT**

**ARTICLE 4, SUPPORT OF AGREEMENT, shall remain unchanged except for the following amendments:**

During the term of this Agreement, the District agrees not to negotiate with any other organization, any individual unit member, any association officer, or any POA staff representative on matters about which POA is the exclusive representative and which is within its scope of representation. POA agrees to negotiate only with the representative officially designated by the District to act on its behalf and agrees neither POA, its officers or agents will attempt to negotiate privately nor individually with the Board, any individual Board member, or any person not officially designated by the Board as its representative. **POA also voluntarily agrees that it will not appear before any individual, group, governance entity or news media to address any subject that is a matter contained within this collective bargaining agreement, any proposal to become part of any agreement, or any grievance, complaint or dispute between the parties. Neither shall the local POA participate in any other labor organization dispute with the District. The parties will make good faith attempts to resolve any issues or differences which arise from time to time between the parties.**

POA and the District will make good faith attempts to resolve any issues or differences which arise from time to time between the parties.

**ARTICLE 5  
EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

**ARTICLE 6  
WAIVER CLAUSE**

- 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.
- B. Except as otherwise provided in this Agreement, the District and POA expressly waive and relinquish the right to bargain collectively on any matter:
  - 1. Whether or not specifically referred to or covered in this Agreement;

- 2. Even though not within the knowledge or contemplation of either party at the time of negotiations;
  - 3. Even though during negotiations the matters were proposed and later withdrawn.
- C. All federal and state laws or rules, mandatory affecting classified employees and not included in this contract will have the same force and effect as those spelled out in full.
  - D. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
  - E. The Board shall have the exclusive right to determine the impacts and effects of matters outside the scope of representation as permitted by the Educational Employment Relations Act.

**ARTICLE 7  
DISTRICT/POA RELATIONS - POA RIGHTS**

**ARTICLE 7, DISTRICT/POA RELATIONS – POA RIGHTS, shall remain unchanged except for the following amendments:**

Peace Officers’ Association shall have the following rights:

- A. **On condition that the District’s work is not affected**, POA shall have the right of access to bargaining unit members outside of their assigned duties; i.e., before and after work hours, at meal and break periods and at other times with the approval of the **employee’s** immediate supervisor. **However, CSEA agrees it will make every effort to meet with any employees at locations other than District work sites.**
- B. POA may use bulletin boards designated for its use in appropriate places located on campus and at off-campus facilities. All items to be posted shall be officially authorized by the POA chapter president, and shall bear the date of posting and the date of removal. A copy shall be provided to the Chancellor, the College Presidents and Vice Chancellor North Centers prior to posting.

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

- C. POA communications placed in staff mailboxes shall bear the letterhead of POA and the date of distribution. Only those communications officially authorized by the POA chapter president shall be placed in staff mailboxes. A copy of each communication shall be provided to the Chancellor and to the College Presidents **and the Vice Chancellor North Centers**. POA shall be provided without charge a mailbox at each college and shall be permitted reasonable use of

the school mail system.

- D. POA shall be supplied quarterly with a list of all bargaining unit classified employees within the bargaining unit upon written request each time each academic year. The list shall contain the name, present classification, date of hire, home address, and home telephone number.
- E. POA shall pay for its own supplies when using District equipment for producing POA materials. **POA shall pay a reasonable fee for such use. The fee shall be established by the College administration and shall be the same fee charged for all non-District materials, comparable to commercial fees. District requirements shall at all times have priority over that of POA.**
- F. Upon written request, POA will be granted the use of facilities for meeting purposes without charge, depending upon availability of space, and **conformity with the Civic Center Act**. The District shall provide space for one (1) file cabinet at Reedley College and one (1) file cabinet at **District Police Headquarters**. POA agrees to hold the District harmless against damage, loss, or destruction of the file cabinet or its contents.
- G. Materials and data available to the public shall also be available to POA pursuant to the Public Records Act.
- H. Members shall not be given time off work for meetings of POA unless approved by the Chancellor or his/her designee.
- I. District shall provide POA with either one (1) set of books or electronic copy of Board Policies and Administrative Regulations. During the term of the Agreement, District will provide to POA any changes, additions, alterations, or deletions to Board Policies and Administrative Regulations.
- J. District shall furnish POA with one (1) copy of all official Board minutes, and one (1) copy of each Board agenda "packet," excluding all confidential information or materials as defined by applicable law.
- K. POA shall furnish annually, and update as required, a list of all officials and representatives authorized to act on POA's behalf. The list shall show name, title, campus location, and campus phone contact. District agrees to grant authorized officials and representatives access to college campuses to transact official POA business.
- L. **Release Time for processing Grievances: Reasonable release time shall be made available for the express purposes set forth in the Education Employment Relations Act.** Each time a designee is to be released from his/her job assignment, to assist another unit member with a grievance:
  - 1. The designee shall complete an absence report and have it approved by his/her immediate supervisor,



- i. 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.
  - ii. In cases of bonafide emergencies necessitating POA assistance, the designee shall be released.
2. The POA President shall authorize the designee who may request release time.
3. **The POA President shall request release time from the Associate Vice Chancellor, Human Resources prior to the release time.**
4. **The Associate vice Chancellor, Human Resources, shall request release time from the designee's immediate supervisor prior to the release time.**
5. The designee shall notify the supervisor of the employee that he/she is assisting prior to giving any assistance.

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

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

- M. **Release Time for Negotiations:** POA shall have the right to designate members, the number to be determined by the ground rules, who shall be given mutually agreed upon release time to participate in meet and negotiate sessions.
- N. If, at the request of the District, a POA unit member 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 8 ORGANIZATIONAL SECURITY

### DUES AND AGENCY FEES

- A. POA shall have the right to have membership dues, initiation and service fees deducted for employees in the bargaining unit.
- B. The District shall deduct, in accordance with the POA Dues and Service Fee Schedule provided to the District, dues from the wages of all employees who are members of POA on the date of execution of this Agreement, and who have submitted dues deduction authorization forms to the District.
- C. The District shall deduct dues, in accordance with the POA Dues and Services Fee Schedule, from the wages of all employees who, after the date of this Agreement, become members of the POA and submit a dues authorization form.

- D. All employed unit members who are not POA members and who elect not to initiate a dues deduction authorization form shall pay service fees in an amount no greater than the current POA dues. The service fees must not support Association activities beyond the Association's representational obligations. Any dispute between an employee and the Association over the amount of the service fees must be expedited by the Association and must be consistent with current law. Such service fees may be paid by submitting a service fees deduction authorization form to the District, by direct annual payment to the POA by October 1st of any school year in lieu of having such fees deducted, or by involuntary deduction from wages pursuant to Education Code Section 88167(b) which is the sole remedy in this Article for failure to voluntarily pay the service fees.
- E. New employees, within thirty (30) days from the commencement of actual employment, must submit a dues or service fee deduction authorization form, or shall pay an amount no greater than the current POA dues directly to the POA. Failure to do either shall mean involuntary deduction from wages pursuant to Education Code Section 88167(b) which is the sole remedy in this Article for failure to voluntarily pay the service fees.
- F. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to POA, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such employee from the following list of such funds:

- 1. State Center Community College District Foundation.

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

Any dispute over the eligibility of an employee under this Provision F shall be resolved at any step in the following procedure: (1) investigation by the association; (2) meeting(s) between the association and the employee; (3) meeting(s) involving the district, the Association and the employee; and (4) the Grievance Procedure of this Agreement.

- G. POA shall indemnify and hold the district harmless from any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein.

## **ARTICLE 9 SICK LEAVE**

Members of the bargaining unit employed by the District 40 hours per week and 12 months per 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 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 at 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 – June 30) shall accrue one 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) work days shall notify the District of his/her approximate return date.

"Health Care Provider" means:

- A. doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
- B. 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 to a medical examination by a Health Care Provider 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 proceeded 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 30. A member 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, 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.

### 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 POA 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 (Donatee) 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. Eligibility Criteria: Eligible leave credits may be donated to a fellow unit member who has verified that he/she is suffering a medical condition that qualifies them to apply for catastrophic leave if all of the following requirements are met:

1. The employee who is, or whose family member is suffering from a catastrophic illness or injury requests that eligible credits be donated and provides verification of the catastrophic illness or injury by a licensed California physician.
2. The governing board determines and agrees that the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury.
3. The unit member has exhausted all accrued paid leave credits provided for by the collective bargaining agreement.

C. Request for Donations: Request for donations to the Catastrophic Leave Bank shall be solicited by a joint announcement of the District and POA.

D. Deposits to the Catastrophic Leave Bank:

1. If the transfer of eligible leave credits is approved by the governing board, any unit member may, upon written notice to the governing board, donate eligible leave credits at a minimum of eight hours, and in one hour increments thereafter.
2. No unit member may donate sick leave credits unless he/she has a minimum of fifteen (15) equal days of leave accrued.
3. The unit member, at his/her option, may donate only the available accrued days above fifteen (15) days.

4. All transfers of eligible leave credits are irrevocable. If the donated leave is not used, the donated leave is lost by both the donor and the donee.
5. No sick leave credit may be transferred or donated to the bank after the member (donor) has submitted his/her intent to retire or resign.

E. Withdrawals from the Catastrophic Leave Bank:

1. A unit member who receives paid sick leave pursuant to this provision shall use any such leave credits that he/she continues to accrue on a monthly basis prior to receiving paid catastrophic leave credits.
2. The maximum amount of donated credit that may be used by one individual under this section shall be ninety (90) work days within a twelve (12) month period.
3. Catastrophic leave credits shall not be used for illness or injury which qualify for worker's compensation benefits.
4. Credits shall not be considered available leave for the purposes of qualifying for PERS retirement disability.
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 of Human Resources or his/her designee 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 POA 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 POA.

**ARTICLE 10  
INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

**ARTICLE 10, INDUSTRIAL ACCIDENT AND ILLNESS LEAVE, shall remain unchanged except for the following amendments:**

**After three (3) years of employment with the District,** a member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness.

This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed normal wages for the day.

The Industrial Accident or Illness leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use that amount of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

Any time an employee on Industrial Accident or Illness leave is able to return to an unrestricted work schedule, as verified by a licensed physician, he/she shall be reinstated in an equivalent position without loss of accumulated longevity benefits or seniority.



**ARTICLE 11  
PERSONAL NECESSITY LEAVE**

**ARTICLE 11, PERSONAL NECESSITY LEAVE, shall remain unchanged except for the following amendments:**

A member may elect to use accumulated sick leave, not to exceed seven (7) days (**pro-rated for less than 40 hour a week employees**) in any fiscal year, for personal necessities. The following reasons allow a member to take personal necessity leave:

- A. The death of a member of the immediate family when additional leave is required beyond that provided in Article 12 and any other leave approved by the Chancellor or his/her designee.
- B. Accident or occurrence, involving his/her person or property or the person or property of a member of his/her immediate family. Immediate family has the same meaning as provided in Article 12.
- C. Appearance in any court or before any administrative tribunal as a litigant.
- D. Illness or injury requiring hospitalization, transportation or personal care by the employee of a member of his/her immediate family.
- E. Upon completion of an initial six-month (6-month) probation period, two (2) of the seven (7) days may be granted for any reason deemed appropriate by the member. Prior approval of the supervisor is necessary. In no case will there be more than two (2) employees off at any one time in any one work unit under this paragraph.

Certification of personal necessity leave shall be made on the leave form provided by the District and signed by the member.

**ARTICLE 12  
BEREAVEMENT LEAVE**

The District agrees to provide members, without loss of salary or other benefits, leave of absence not to exceed three (3) working days if in-state distance traveled is less than 300 miles one way, four (4) working days if in-state distance traveled is more than 300 miles one way, or five (5) working days if out-of-state travel is required, per occurrence on account of death of any member of the employee's immediate family.

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

The District agrees to provide bargaining unit members with one (1) day [eight `8' hours] bereavement leave per year without loss of salary or other benefits upon the death of a friend or relative not listed in preceding paragraph or other than immediate family may be used in one-hour (1-hour) increments.

An unpaid extension of bereavement leave may be requested by a member as out-lined in Article 13.

### **ARTICLE 13 LEAVE OF ABSENCE WITHOUT PAY**

**ARTICLE 13, LEAVE OF ABSENCE WITHOUT PAY, shall remain unchanged except for the following amendments:**

Section 1. Unpaid Leave:

A member may request up to a total of ten (10) days (**pro-rated for less than 40 hour a week employees**) leave without pay per **fiscal** year. Accrual of vacation and sick leave benefits will continue during time off. Utilization of this provision requires prior approval by the immediate supervisor. **Employees utilizing this leave must be in full pay status both the day before leave commences and the day after leave terminates.**

Section 2. Personal Leave:

Any member with two (2) years or more of service may be granted a leave not to exceed one (1) year for a specific reason deemed appropriate by the Board and at the convenience of the District.

Any such leave granted shall be without pay or other benefits granted members. Any personal health or life insurance carried by the member through the District may, with the carrier's and District's approval, be continued at the expense of the member on personal leave. Members shall not accrue sick leave, vacation, holiday or time in service to be applied toward longevity, step increases or anniversary increments.

### **ARTICLE 14 UNPAID HEALTH LEAVE OF ABSENCE**

**ARTICLE 14, UNPAID HEALTH LEAVE OF ABSENCE, shall remain unchanged except for the following amendments:**

Upon exhaustion of all paid leaves, a member with two (2) or more years of service may, at the discretion of the Board, be granted a leave of absence, without compensation, for health reasons for a period not to exceed one (1) year. At the end of **this discretionary leave**, a member may request to be placed on a thirty-nine (39) month reemployment list.

Certification acceptable to the District of the need for such unpaid leave, or proof of illness, must be provided by a licensed physician.

Members on such unpaid leave shall not accrue sick leave, vacation, holiday time, or time in service to be applied toward longevity, step increases, or anniversary increments.

Any such unpaid leave granted, however, shall not count as a break in continuity of service to the District.

The District will continue to provide employee group medical insurance, with the exception of long-term disability insurance, for up to one (1) year after utilization of all paid leaves for employees who have been employed two (2) years or more and who become disabled due to accident or illness. Illness or injury will be determined by the District insurance carrier for Long-Term Disability. To be eligible the employee is required to request continuance of insurance benefits and pay the employee portion of the premium to the District prior to the first day of each month. A member of the bargaining unit, upon exhaustion of health leave of absence, may elect to continue District benefits, excluding Long-Term Disability and Life Insurance, provided the member pays the monthly COBRA premium beginning with the first month following the end of the leave.

## **ARTICLE 15 MILITARY LEAVE OF ABSENCE**

Members shall be granted Military Leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans' Code.

## **ARTICLE 16 JURY DUTY**

**ARTICLE 16, JURY DUTY, shall remain unchanged except for the following amendments:**

When regularly called for jury duty in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty. Any hours spent on jury duty shall be deducted from the assigned work hours daily. Unit members assigned to work the shift beginning after 3 p.m. shall not be required to report for duty at the employee's next scheduled work shift for the number of hours actually provided for jury duty service. Following such jury duty service the employee shall notify his/her immediate supervisor within one-half hour of release from jury duty service or as soon thereafter as possible the number of verified hours served on jury duty service. The immediate supervisor shall arrange the employee's scheduled work hours in accordance with department needs.

Request for Jury Service Leave should be made by presenting as soon as possible the official court summons to jury service to the member's immediate supervisor and to the District payroll office

through regular administrative channels.

Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the member.

A member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption. However, the **Associate Vice Chancellor, Human Resources** or **designee** may discuss the practicality of seeking exemption or delay, as may be permitted by any applicable statute or rule, with the employee when acceptance would tend to materially disrupt District operations.

Members are required to work for any period of their daily work schedule during which jury duty services are less than eight hours or their regularly scheduled shift.

The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

Leave of absence shall be granted to any employee who has been served a subpoena to appear as a witness in a court case. Request for leave of absence to serve as a witness would be made by presenting the official court summons to the supervisor. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee is filed with the District. The witness fee assigned to the District does not include the Court's reimbursement to the employee for transportation expenses.

## **ARTICLE 17 HOLIDAY SCHEDULE**

**ARTICLE 17, HOLIDAY SCHEDULE, shall remain unchanged except for the following amendments:**

Each year the Board of Trustees shall determine the holiday schedule. The Board shall provide eleven (11) paid holidays for all bargaining unit members. Employees in unpaid status on the last Friday prior to the last Monday in May and continuing through July 31, shall not receive pay for Memorial Day and Independence Day.

All new employees shall not be paid for a holiday preceding their first day of employment. An employee leaving the classified service must be in a paid status the day succeeding the holiday to receive compensation for the holiday.

Bargaining unit members whose employment terminates the day preceding a holiday shall not receive compensation for the holiday. **Employees shall only receive holiday pay if they are in paid status during any portion of the working day immediately preceding or succeeding the holiday**

**Bargaining unit members** shall be given a holiday on every day appointed by the President as a **national holiday**, or by the Governor of this State as a **state holiday**, as a public fast, Thanksgiving, or holiday **providing such intent is disclosed by the President or Governor that the day be treated as a special national holiday or special state holiday.**

For employees in the bargaining unit who have satisfactorily completed six (6) months of service, four (4) additional holidays shall be granted. The board shall determine placement of these holidays.

For employees whose workweek is defined as Tuesday through Saturday or Wednesday through Sunday and a holiday falls on both a Friday and a Monday (e.g. Lincoln's and Washington's Birthdays), the employee will be given the option subject to the approval of the supervisor, to make up the Saturday workday or the Saturday/Sunday workdays on the preceding Monday or Monday and Tuesday should the worksite be closed on those employee's work days.

Members of the bargaining unit normally employed less than eight (8) hours per day and less than five (5) days per week are entitled to that proportion of paid holidays as the number of hours they normally work bears to forty (40) hours per week.

## **ARTICLE 18 EMPLOYEE EVALUATIONS**

**ARTICLE 18, EMPLOYEE EVALUATIONS, shall remain unchanged except for the following amendments:**

**After serving a probationary period of one calendar year an employee shall thereupon be designated as a permanent employee.**

Each immediate supervisor under whom the **police officer** has served for sixty (60) working days or more during any rating period, shall evaluate the **officer** by means of a performance evaluation.

- A. The following schedule shall be followed for the completion of the performance evaluation:
1. **For probationary officers, at the end of the second, fifth and twelve months of service.**
  2. For all regular permanent employees: at least once each year.
  3. For any regular employee at the time a critical incident (which beneficially or adversely affects the public service) occurs. Such a performance evaluation is considered a legitimate record of the District's continuing appraisal of its employees.
  4. The employee may request a follow up meeting to review the performance ratings with the Evaluator and Union representative if the evaluation states discipline is likely to occur.

Such a review meeting shall be scheduled with the Evaluator in advance of a mutually acceptable time but in no event beyond five (5) work days.

5. The employee shall have the right to respond to any performance evaluation within five (5) business days of the date she/he received the evaluation or the date a review meeting was conducted pursuant to section 4 above.
- B. The following procedure shall be adhered to in regard to performance evaluation reports:
1. The performance evaluation reports shall be completed by the employee's immediate supervisor.
  2. The reports shall be completed on forms prescribed by the District.
  3. Upon completing the performance evaluation report, the immediate supervisor shall present it to the employee and give him/her an opportunity to discuss it.
  4. The employee shall then sign the report in order to indicate his/her receipt and he/she shall retain a signed copy. In the event the employee is no longer supervised by the person preparing the evaluation, it may be delivered by mail.
- C. When a ~~classified employee~~ **police officer** of the District assumes the duties and responsibilities of a higher classification on a temporary basis for at least one (1) month, one or more performance evaluations will be completed for that period of time and will be retained in his/her personnel file.
- D. **Break in Probationary Period: Notwithstanding any other provision in this Agreement, any and all time while a new hire employee is on any paid or unpaid leave, shall be excluded from satisfying the number of required workdays in any employee probationary period and constitute a break in the probationary period.**
- E. **Employee Personnel File:** Members of the bargaining unit shall be provided with copies of any derogatory written material ten (10) work-days before it is placed in the employee's personnel file. The member shall be given an opportunity during normal working hours for release time not to exceed one (1) hour exclusive of travel time and without loss of pay to review the personnel file, and initial and date the material within the time period prior to its being placed in the personnel file. The employee shall have the right to attach a written response to his/her evaluation. Employee evaluations are not subject to the provisions of Article 26.

The District agrees that member personnel files shall be kept in confidence and shall be available for inspection only to management designated employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. All documents concerning a member shall be kept in the official personnel file at the District Office. A file kept in the campus personnel office shall be an exact duplicate of the

official personnel file.

A unit member shall be permitted to review, upon request and reasonable notice, his/her personnel file. Except as otherwise provided herein such review shall not normally be permitted during the unit member's duty hours.

Reviewable material shall not include ratings, reports, or records which:

1. Were obtained prior to the employment of the unit member involved;
2. Were prepared by identifiable examination committee members; or
3. Were obtained in connection with a promotional opportunity.

Release time for review of a personnel file is granted only in instances where derogatory material is to be filed.

Employees must be given written notification before any information of a derogatory nature is placed in their personnel file. Information of a derogatory nature shall not be entered or filed in the unit member's personnel file until such unit member is given written notice of such material. Following such notice, the unit member shall have thirty (30) work days to review and have attached thereon the unit member's comments relative to such derogatory material.

At the request of the employee, such review shall take place during normal business hours without loss of compensation, but shall not exceed one (1) hour, excluding travel time.

## **ARTICLE 19 WORK LOCATION**

Police Officer's work location is that of the geographical area of the District.

## **ARTICLE 20 EQUAL EMPLOYMENT OPPORTUNITY**

The District agrees to comply with the applicable federal and state laws. (This paragraph is not included in the grievance process.) POA 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.

**ARTICLE 21  
DISTRICT POA CONSULTATION COMMITTEE**

District and POA agree that communications involving administration of this contract, excluding grievances, and/or negotiable matters, may be facilitated by consultation meetings. The committee shall consist of up to three (3) members from each party.

Either party may request a consultation meeting where it is believed that a resolution of a problem or problems may be feasible.

The party requesting such a meeting shall submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved; and, the date, place, and time requested. The receiving party shall, within three (3) work days, notify the requesting party of agreement or non-agreement to the meeting. Meetings shall be held at times agreeable to both parties. Minutes shall be approved at the next meeting by both parties.

Orientation sessions on this agreement for bargaining unit employees will be held during regular working hours; time, date and place to be determined by District-POA Consultation Committee.

**ARTICLE 22  
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

POA recognizes and agrees that the Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, limited only by Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, expressed or implied, by the laws and the Constitution of the State of California and of the United States.

POA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then, only to the extent such specific and express terms are in conformance to the Constitution and laws of the State of California and the Constitution and laws of the United States.

POA recognizes and agrees that the District's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to decrease and increase the work force; to establish and change standards; to determine solely the extent to which the facilities of any department therefore shall be operated, and the outside purchase of products or services (such purchases of products or services shall not be the reason for a reduction in present allocated positions held by members); the right to introduce new, or improved methods and facilities; and, to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.



POA recognizes and agrees that the District retain its rights to amend, modify, or suspend policies and practices referred to in this Agreement in case of emergency. Emergency to be defined as: an act of God, a natural disaster, or other dire interruption of the District's programs. When an emergency is declared, District shall immediately notify and consult with POA. The determination of whether or not an emergency exists is solely within the discretion of the Board.

The District may contract out bargaining unit work as permitted by statute and to the extent such contracting out of unit work does not violate the Education Code or the Educational Employment Relations Act.

## **ARTICLE 23 GRIEVANCE PROCEDURE**

**ARTICLE 23, GRIEVANCE PROCEDURE, shall remain unchanged except for the following amendments:**

Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

### Section 1. Definitions

- A. "Grievance" is a formal written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level.

Other matters for which a specific method of review is provided by law, by policies, rules and regulations of the Board of Trustees or by the administrative regulations and procedures of this District are not within the scope of this Article.

- B. A "grievant" may be any member or members of the bargaining unit covered by the terms of this Agreement **or POA and who have been adversely and specifically affected by the misapplication of a specific term or condition of the bargaining agreement.**
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the State Center Community College District is open for business.
- D. The "immediate supervisor" is the first administrator having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

### Section 2. Time Limits

- A. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.

- B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.
- C. Time limits and steps may be waived by mutual written consent of the parties.

### Section 3. Other Provisions

- A. Employees have the right to present grievances to their employer and have such grievances adjusted without intervention of the exclusive representative as long as the adjustment:
  - 1. does not constitute a violation of this Agreement;
  - 2. occurs before mutual agreement between the employer and exclusive representative to refer the matter to the PERB;
  - 3. is not involved in a failure of the employer or exclusive representative of that unit to comply with agreed-to procedures necessitating a court order to enforce compliance;
  - 4. has not previously been adjusted under the above procedures; and
  - 5. provided the employer has submitted a copy of the grievance and the proposed resolution to the exclusive representative, and the exclusive representative has been permitted ten (10) work days to file a response with the employer prior to a final decision.
- B. "Application" -- Grievances as defined in this Agreement in Article 26, Section 1, shall be brought only through this procedure.
- C. "Grievance Processing - Limits" -- The grievance procedure must be invoked within thirty (30) days of the time the grievance or alleged grievance could reasonably have become known to the member.
- D. Unit Member Legal Rights -- Nothing contained herein shall deny to any unit member his/her rights under state or federal constitution laws.
- E. Any grievance involving all District employees may begin at Level III.

### Section 4. Informal Discussion - Oral

Informal Discussion-Oral: Within thirty (30) days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the POA representative, "grievance chairperson," or designee, shall orally discuss with his/her immediate supervisor the alleged grievance. Within five (5) days, the immediate supervisor shall give his/her oral response.

## Section 5. Formal Level:

### A. Level I:

1. Within five (5) work days of the oral response, if the grievance is not resolved, it shall be stated in writing on the "Statement of Grievance" form as provided by the District (and shown as Exhibit "C" of this Agreement), signed by the grievant, and presented to his/her supervisor or designee.
2. The supervisor or designee shall communicate his/her decision to the unit member in writing within **ten (10)** days after receiving the grievance.
3. Within the above time limits, either the grievant or the immediate supervisor or designee may request a personal conference with the other party.

### B. Level II:

1. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the college president, appropriate vice chancellor, or his/her designee, within five (5) days.
2. This statement shall include a copy of the original grievance and a written copy of the decision rendered by the unit member's supervisor or designee.
3. The college president, appropriate vice chancellor, or designee, shall communicate the decision to the grievant in writing within **twelve (12)** work days of receiving the appeal. Either the grievant or the college president, or designee, may request a personal conference within the above time limits.

### C. Level III:

1. If the grievant is not satisfied with the decision at Level II, he/she may, within five (5) work days, appeal the decision on the appropriate form to the Chancellor, or his/her designee.
2. This statement shall include copies of the original grievance and appeals, and written copies of the decisions rendered.
3. The Chancellor, or designee, shall communicate his/her decision in writing to the grievant within **fifteen (15)** work days.

### D. Level IV: Arbitration

1. Within fifteen (15) work days after receipt of the decision of the Chancellor, the grievant may, upon written notice to the POA, request the grievance be submitted to arbitration

under and in accordance with the prevailing rules of the American Arbitration Association. ~~The grievance may be submitted to arbitration only with the concurrence of the POA.~~ **Only the POA (exclusive representative) may demand arbitration.** Nothing herein shall prevent the parties from requesting the State Conciliation Service attempt to mediate a settlement to any grievance appealed to arbitration, providing both parties mutually agree to such mediation procedure.

2. Powers of the Arbitrator: It shall be the function of the arbitrator and he/she is empowered, except as his/her powers are herein limited, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, and to determine the arbitrability of any grievance where arbitrability is questioned by either party.
3. The arbitrator shall have no power to:
  - a. Add to, subtract from disregard, alter, or modify any of the terms of this Agreement;
  - b. Establish, alter, or modify any salary structure;
3. All fees and expenses of the arbitrator **and court reporter** shall be **paid by the non-prevailing party**. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of non-employee witnesses called by the other party.
- ~~4. An individual representing himself/herself may elect to take his/her case to arbitration. In such instances, he/she shall follow the procedures of this section, and the Association shall not be responsible for any expenses incurred.~~
6. The decision of the arbitrator shall be advisory on all parties.

#### Section 6. Witness and Grievant Release Time

The District and/or **POA (exclusive representative)** may call witnesses. If a member gives testimony in connection with the grievance procedure during working hours, the member shall suffer no loss of pay. If the grievant's hearing is scheduled during working hours, the grievant shall suffer no loss of pay in order to present his/her grievance. **Any unit member attending the hearing on behalf of the grievant, shall request release time according to Article 7, Section L.**

#### Section 7. Complaints Not Covered in This Article

Any complaint not covered by the grievance definition shall be resolved through the complaint procedure. A complaint procedure form shall be made available through the immediate supervisor.

**ARTICLE 24  
VACATION PLAN**

**ARTICLE 24, VACATION PLAN, shall remain unchanged except for the following amendments:**

A. Eligibility

Members of the bargaining unit shall accumulate vacation at the regular rate of pay earned at the time vacation is commenced.

D. Vacation Scheduling

Vacation shall be scheduled by the employee and approved by the immediate supervisory, and may be taken at the convenience of the District at any time during the fiscal 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~~ **will** circulate an **annual** vacation schedule at the beginning of the **fiscal** year in order to survey employee **annual** 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 know in advance.~~ 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.

**Annual** vacation time ~~may~~ **shall** be taken in increments of ~~one (1) hour~~ **40 hours**.

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 25  
HOURS OF WORK**

A. Work Load: In the event any new position is approved by the Board which requires Saturday and/or Sunday duty, such position shall be offered to existing employees on a volunteer basis. If no volunteer is accepted, eligible candidates will be considered for the assignment. In the event of necessity, as determined by the District, the least senior employee shall be assigned.

B. Police Officer Shift and Work Schedules: Shifts, **assignments** and schedules shall be assigned by the Chief of Police. Shifts and days off may either be fixed or rotated. In assigning **shifts, assignments** and schedules, the Chief of Police shall make a reasonable effort to provide the assignment in an equitable and impartial manner with due consideration to departmental and District

needs. Shifts will be ~~six (6) months~~ **twelve (12) months** duration unless changed by the Chief of Police for reasons pertaining to operational necessity. Officers will be allowed to select the same shift twice in a row, but must select a different shift for the third rotation. No officer will be required to be assigned duty on the graveyard shift for more than ~~two successive~~ **one** rotations. Officers may trade shift rotation by mutual agreement with the approval of the Chief of Police.

C. Work Week: The Board agrees to establish the work week for members as being five (5) ~~consecutive~~ **days scheduled to meet the needs of the District.** ~~Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The Board may assign members to work days other than Monday through Friday when the needs of the District so dictate. The length of any member work day shall be established by the board in compliance with the law for each member relative to the needs of the District.~~ Flex week hours may be granted at the employee's request with approval of the supervisor.

D. Work Day: ~~The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement.~~ **The length of any member work day shall be established by the board in compliance with the law for each member relative to the needs of the District.**

F. Overtime: **The Board agrees to compensate police officers at the rate of one and one-half (1-1/2) times the employee's regular rate of pay as described in Article 33, and pursuant to the applicable provisions of the Fair Labor Standards Act and the Education Code for each hour of work required in excess forty (40) hour week. The one and one-half (1-1/2) time compensation rate shall be in addition to the regular rate of pay when applied to work performed on a holiday. Employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for work assigned on the sixth and seventh work day.**

G. Overtime Distribution: The supervisor will normally assign overtime on 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.

H. Shift Differential Compensation: ~~Any member required to work four (4) or more hours per day between the hours of 6:00 p.m. and 12:00 midnight will be paid an additional 7-1/2% of the regular rate of pay for the entire month, providing the assignment is one half (1/2) or more of the work days in the month.~~ Any member required to work four (4) or more hours per day between the hours of 11:00 p.m. and 7:00 a.m. will be paid an additional ~~10~~ **2%** of the regular rate of pay for the entire

month, providing the assignment is one-half (1/2) or more of the working days in the month.

I. Split Shift Differential: If a member's assigned shift contains one or more periods of unpaid time that exceed two (2) hours, unless mutually agreed, shall be paid a shift differential of 5% above the regular rate of pay as defined in Article 33, for all hours worked for the month providing the assignment is for more than one-half (1/2) the work days in the month.

K. Lunch Periods: The District will provide all bargaining unit members with an ~~uninterrupted~~ lunch period after the employee has been on duty for four (4) hours but not to exceed six (6) hours. The District shall establish the length of time for such lunch periods but for not less than one-half (1/2) hour.

L. Rest Periods: The District will provide one paid fifteen (15) minute rest period for each four (4) hours of work; to be scheduled in the middle of each work period by the supervisor. Special work shifts or evening work shifts may take a rest period of thirty (30) minutes for each eight (8) hours of work to be scheduled by the supervisor.

M. Minimum Call in Time: A member required to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate.

N. Break in Probationary Period: Notwithstanding any other provision in this Agreement, any and all time while a new hire employee is on any paid or unpaid leave, shall be excluded from satisfying the number of required workdays in any employee probationary period and constitute a break in the probationary period.

## ARTICLE 26 EMPLOYEE EXPENSES AND MATERIALS

**ARTICLE 26, EMPLOYEE EXPENSES AND MATERIALS, shall remain unchanged except for the following amendments:**

A. Uniforms: Because of the nature of their assigned duties, **police officers** are required to wear uniforms. Upon termination, all **department issued safety equipment shall be returned and** remain the property of the State Center Community College District.

D. District Police Officers: The District agrees to provide the following: One (1) complete set of "leathers," three (3) short sleeve shirts, two (2) long sleeve shirts, three (3) pairs of pants with sap pocket, one (1) blazer jacket, one (1) Tuffy jacket, one (1) hat, two (2) neckties, one (1) tiebar, patches (approximately twelve), and any other required badges, identification, or emblems. ~~Authorization for replacement shall be made by the immediate supervisor as required.~~ **After the initial uniform is provided replacement cost shall be reimbursed up to \$450.00 annually (July 1 through June 30) with receipts and only reimbursement of District approved items.**

- F. Replacing or Repairing Employee's Property: The District agrees to fully compensate bargaining unit members for loss or damage to personal property required in the course of employment, but in no case shall the District pay for personal property not required. Loss or damage compensation shall only occur upon the following conditions:
1. The property was being used upon the written authorization of the supervisor.
  2. The property was being used in a manner prescribed for its intended use.
  3. The loss or damage is reported immediately to the supervisor.
  4. The loss or damage was not the result of intentional misuse, negligence or carelessness.
- G. Safety Equipment: Should the employment duties of a member in the bargaining unit require reasonable use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear. District agrees to purchase rain gear for members required to work in the outside weather.
- H. Hold Harmless Clause: Whenever any civil or criminal action is brought against a member for any action or omission arising out of or while acting in the course of his/her assigned duties, if protecting property or persons on District property, the District agrees to pay the costs of defending such action. This paragraph does not apply to civil or criminal action arising out of willful violation of a penal statute or ordinance.
- I. Non-District Owned Automobile Insurance: The District agrees to provide the secondary personal injury and property damage insurance for the protection of members in the event that members are required to use their personal vehicles on employer business.

**ARTICLE 27  
HEALTH AND WELFARE BENEFITS**

**The District's prudent fiscal operation understandably requires a brief deferral on the bargaining issues concerning budget expenditures until reliable funding information is available. Contribution amounts may be considered based upon "compensation" as set forth and stated in Article 33 and shall hereafter be provided as a single aggregate total capped amount.**



**ARTICLE 28  
DISTRIBUTION OF CONTRACT**

District agrees it shall cause copies of this Agreement to be printed as soon as practicable after settlement is reached. District shall distribute one (1) copy to each bargaining unit employee, and to each new employee who becomes a member of the bargaining unit within the effective period of the Agreement.

**ARTICLE 29  
PAY AND ALLOWANCES**

**The District's prudent fiscal operation understandably requires a brief deferral on the bargaining issues concerning budget expenditures until reliable funding information is available. A more specific compensation offer will be considered as soon as the District is in receipt of such reliable information.**

**Salary**

- A. Salary**
- B. Step and longevity**
- C. Salary/wage-fringe impact**
- D. Additional costs as related to the implementation of the Agreement (includes step/longevity increase)**

**ARTICLE 30  
LAYOFF/REDUCTION OF HOURS/ABOLITION OF POSITIONS**

**ARTICLE 30, LAYOFF/REDUCTION OF HOURS/ABOLITION OF POSITIONS, shall remain unchanged except for the following amendments:**

Section 1. NOTICE OF LAYOFF:

**The provisions of this article shall constitute a completion of negotiations over impacts and effects of any Layoff/Reduction of Hours/Abolition of Positions. The District shall determine in its sole discretion any other impacts and effects of matters outside the scope of representation.**

The District shall notify Peace Officers' Association (POA) as soon as a final determination is reached by the Board of Trustees to layoff one (1) or more unit members.

The District shall notify POA of the proposed reduction in hours prior to the Board action, and shall meet with POA to negotiate effects of said reduction in hours within ten (10) working days after POA has been properly notified.

The District shall notify the affected employee(s) in writing not less than sixty (60) days (sixty days begins on postmark or personal delivery following Board adoption of Layoff Resolution) except employees who are categorically funded, and that shall be not less than forty-five (45) days prior to the effective date of the layoff. The written notice shall include:

Reason for layoff;

Effective date of layoff action;

Seniority placement within class;

Reemployment rights in same class and in lower classes in which an employee has served;

Reemployment rights in lower classes in which an employee meets minimum qualifications;

Displacement rights, if any;

Promotional rights;

Service retirement options if over fifty (50) years of age;

Unemployment Insurance Benefits.

Section 2. DISPLACEMENT OF BARGAINING UNIT WORK:

- A. It is agreed that the employer will not contract work to outside agencies as long as bargaining unit employees are in a layoff status, including but not limited to reduction of hours, layoff reemployment list, demotion to avoid layoff, and/or a change of classification to avoid layoff.
- B. No regular employee (permanent or probationary) of the classified service shall be laid off from any position while employees serving under emergency, provisional or limited-term employment are retained in positions of the same class, or related class for which the employee is qualified.

Section 3. MAINTENANCE OF BENEFITS:

Health and Welfare: A voluntary reduction in hours to avoid layoff shall not result in loss of eligibility for district contributions for insurance coverage as specified in Article 30.

Employees who elect service retirement in lieu of layoff shall be eligible for the district contribution toward the health insurance premium for retirees. See Contract, Article 30. The requirement for ten (10) years of district service is waived for early service retirement to avoid layoff. Health benefits shall be paid by the District for one (1) additional month in case of layoff.

Section 4. ORDER OF LAYOFF:

The order of layoff shall be based on seniority (within classification) throughout the District. An employee with the least seniority shall be laid off first. Seniority shall be based on the hire date, plus seniority acquired under Articles 16 and 17 of the POA/SCCCD Agreement. Seniority shall be based on paid status in a class and higher related classes.

Section 5. DISPLACEMENT RIGHTS:

- A. An employee laid off from his or her present class may displace the least senior employee in that class;
- B. The least senior employee in a class may bump into a lower class in which the employee has served previously providing the employee has more seniority in the lower class than the least senior employee in that class.
- C. An employee who cannot exercise a displacement right under a and/or b above, may displace another employee in the same family, as defined by the Personnel Commission, in a lower class, providing the laid-off employee has more seniority than the least senior person in the lower class, even though the laid-off employee has not had service in the lower class;
- F. The displacement rights listed above are contingent upon the employee meeting the minimum qualifications as established by the Personnel Commission for the position.

Section 6. EQUAL SENIORITY:

Equal seniority shall be determined on the first day of hire (first day of work). If two (2) or more employees in a class subject to layoff have equal seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority, (the first day of work); if that be equal it will be made on the highest rank on the eligibility list (combination of score and oral interview, etc.); if that be equal it will be made on the highest score; and if that be equal, then the determination shall be made by lot.

Section 7. REEMPLOYMENT RIGHTS:

Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply. The personnel commission shall make the determination of the specific period of eligibility for reemployment on a class-by-class basis. Employees who take voluntary demotions or voluntary reductions in assigned time in

lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

Section 8. NOTIFICATION OF REEMPLOYMENT OPENING:

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the address given the District by the employee, OR BY PERSONAL CONTACT, and the District shall notify POA after the third refusal for employment within the class from which employee was laid off, his/her name shall be removed from employment list. It is the responsibility of the laid off employee to keep the district Personnel Office informed of a current mailing address.

The laid off employee shall have his/her name restored to list upon written request to the Director of Personnel.

Section 9. EMPLOYEE NOTIFICATION TO DISTRICT:

An employee shall notify the district of his or her intent to accept or refuse reemployment within five (5) working days following postmark of the reemployment notice OR PERSONAL CONTACT OF SUCH NOTICE. If the employee accepts reemployment, the employee must report to work within fourteen (14) calendar days after acceptance. The District may extend these time frames for reasonable cause. An employee given notice of reemployment need not accept the reemployment to maintain the employee's eligibility on the reemployment list, provided the employee notified the District of refusal of reemployment within five (5) working days from receipt of the reemployment notice.

Section 10. REEMPLOYMENT IN HIGHEST CLASS:

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights plus an additional twenty-four (24) months to the higher paid position.

Section 11. IMPROPER LAYOFF:

Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

Section 12. VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION IN HOURS:

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall

be ranked in accordance with their seniority on any valid reemployment list.

Section 13. LAYOFF IN LIEU OF DISPLACING:

An employee who elects a layoff in lieu of displacing maintains his/her reemployment rights under this agreement.

Section 14. RIGHTS DURING INVOLUNTARY UNPAID STATUS:

Upon return to work, the district shall disregard the break in service of the employee and classify him as, and restore to him all of the rights, benefits and burdens of a permanent employee in the class to which he is reinstated or reemployed.

Section 15. RETIREMENT IN LIEU OF LAYOFF:

An employee who is laid off may elect service retirement and the district shall notify PERS that retirement was due to layoff upon receipt of notification by the employee. Such employee shall within ten (10) workdays prior to the effective date of proposed layoff complete and submit a retirement form provided by the district for this purpose. This employee's name shall be placed on a reemployment list for thirty-nine (39) months.

Section 16. EMPLOYEE ROSTER:

The District shall provide POA an updated seniority roster annually indicating bargaining unit employees' class and hire date (including lower classes when layoffs occur for those employees affected by the layoff) in which employee served.

**ARTICLE 31  
DISCIPLINARY ACTION**

**A. STATUS OF PERMANENT EMPLOYEES**

~~After serving a probationary period of one calendar year an employee shall thereupon be designated as a permanent employee.~~ No person in the permanent classified service shall be suspended, demoted or dismissed, except for reasonable cause as detrimental to the efficiency of the classified service.

**B. DISCIPLINE OF PROBATIONARY EMPLOYEE**

Probationary classified employees are not accorded the rights of regular permanent classified employees. Probationary classified employees shall be given reasonable separation notice and the right to request a conference with the Director of Personnel if dismissal is recommended. Probationary classified employees may be dismissed at any time.

## C. DEFINITIONS

1. Dismissal: Permanent removal from the employment of the District.
2. Suspension: Temporary removal from employment for a specified period of time without pay.
3. Demotion: Permanent placement in a lower classification without the employee's written voluntary consent.
4. Disciplinary Action:

Includes any action whereby a permanent employee is deprived of any classification or any benefits or rights attendant upon any classification in which the employee has permanence, including suspension, dismissal or demotion without the employee's voluntary consent, except for layoff for lack of work or lack of funds.

5. Charges:

A basis for imposition of discipline upon an employee. The charges for which an employee may be disciplined are set forth in Paragraph IV below.

6. Incident:

A specific transaction, occurrence, act or omission, which constitutes the factual basis upon which a charge is based.

7. Skelly Conference:

A conference at which the charges and incidents are reviewed with the employee and the employee is allowed to respond.

8. President:

The President at Fresno City College, the President at Reedley College, Vice Chancellor of North Centers, or the Chancellor, or their designee at the district office.

9. Notice of: Charges and Recommended Disciplinary Action

Notice of Charges and Recommended Disciplinary Action sets forward the alleged charges and incidents upon which the District seeks to discipline an employee. The Notice of Charges and Recommended Disciplinary Action shall not be considered a formal disciplinary recommendation until the Skelly Conference has taken place and the President, Vice Chancellor, Chancellor or his/her designee, has a recommendation to the Board of Trustees that the employee be disciplined. Until the President, Vice Chancellor, Chancellor or his/her

designee, has approved the Notice of Charges and Recommended Disciplinary Action, it shall merely be considered a proposed disciplinary measure by the immediate supervisor.

D. CHARGES

A permanent classified employee may have disciplinary action taken against him or her based on any of the charges set forth below:

1. Job Performance:

- a. Incompetence.
- b. Inefficiency in the performance of the duties of his or her position.
- c. Inattention to or dereliction of duty, including, but not limited to, carelessness or negligence in the performance of one's duties or in the care or use of District property.
- d. Insubordination, including, but not limited to, refusal to perform assigned work or to carry out directions of authorized District personnel.
- e. Excessive or unexcused absenteeism.
- f. Excessive tardiness.
- g. Absence from duty without prior authorization or failure to report after a leave has expired or after notice has been provided that a leave has been disapproved, revoked or canceled.
- h. Failure to report for work within a reasonable time after notice of recall from layoff.
- i. Inability to perform assigned duties, including, but not limited to, mental or physical incapacity.
- j. Failure to possess or maintain required licenses.
- k. Inability to be insured or bonded at the District's standard rate.

2. Personal Conduct:

- a. Discourteous, offensive, or abusive conduct or language toward fellow employees, students, or the public.
- b. Any conduct which bears some rational relationship to the employment and is of a character that can reasonably result in the impairment of the public service of the District.

- c. Reporting for duty under the influence of or, carrying into District facilities, or possessing, consuming, or using on District premises, or inducing or causing others to use, drugs or other controlled substances; or giving, selling, or delivering such items to any other person on District premises.
- d. Drinking alcoholic beverages on the job, or reporting for work under the influence of alcohol, or carrying an alcoholic beverage into a District facility or onto District property without prior authorization.
- e. Marking, defacing, damaging, writing, or drawing on any District property not designed for that purpose.
- f. Furnishing confidential information and/or material to unauthorized personnel or removal of records from an employee's personnel file.
- g. Unauthorized review of an employee's personnel file or unauthorized removal of records from an employee's personnel file.
- h. Abuse of leave privileges.
- i. Dishonesty.
- j. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, examination materials, time sheets or cards, absence forms, or other records.
- k. Unauthorized use of a District vehicle, including, but not limited to, transporting unauthorized persons in a District vehicle; or driving a vehicle on District business when one's driver's license has expired, been suspended, revoked or is in violation of any condition specified by the Department of Motor Vehicles.
- l. Offering anything of value or any service in exchange for special treatment in connection with one's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- m. Fraud in securing employment with the District.

### 3. Violation of Laws, Policies, Procedures, and Other Agreements

- a. Engaging in political activity during assigned hours of employment or otherwise in violation of applicable rules or agreements.
- b. Failure to report for a District-required medical examination after due notice.



- c. Conviction of a sex offense as defined in Education Code Section 87010 or other provisions of the law.
- d. Conviction of a narcotics offense as defined in Education Code Section 87011 or other provisions of the law.
- e. Conviction of a felony or a misdemeanor involving moral turpitude. A plea of guilty or a plea of nolo contendere to a charge of a felony or any misdemeanor involving moral turpitude is deemed to be a conviction within the meaning of this section.
- f. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.
- g. Inducement or attempt to induce any employee to commit an unlawful act or to act in violation of any District policy, rule, or regulation.
- h. Violation of or failure to comply with, established procedures in the work unit, provisions of the Education Code, District policies, rules or regulations, or rules and regulations made applicable to public community colleges by the Governing Board or by an appropriate federal, state, or local government.

E. TIME PERIOD FOR BRINGING DISCIPLINARY ACTION

No disciplinary action shall be taken for any cause which arose more than four (4) years preceding the date of the filing of the Notice of Charges and Recommended Disciplinary Action unless such cause was concealed or not disclosed by the employee or such cause could not have reasonably been discovered by the District.

F. (SHORT TERM) SUSPENSION AND LEAVE

1. Short Term Suspension

A president, or his designee, may immediately suspend an employee without pay for up to and including five (5) working days. In such cases, the president shall orally notify the employee of the reason(s) for the suspension and the employee shall be allowed the opportunity to respond orally at that time.

Within a reasonable time after the suspension, written charges will be prepared and served upon the employee. The Governing Board shall make its determination to ratify, reject, or modify the suspension at the next available Board meeting after the suspension. If the Board upholds the suspension, the employee shall be notified in writing of the Board's decision.

The decision of the Board shall be final unless the employee requests a hearing in writing

within fourteen (14) calendar days after notice of the Board's action has been served. If the employee requests a hearing, the Personnel Commission shall conduct a hearing within fourteen (14) calendar days.

2. Administrative Leave

Administrative leave is a separation from employment with pay. If the president or his designee determines that it is in the best interest of the district, he or she may place an employee on leave with pay pending investigation preliminary to taking disciplinary action. The president shall comply with all disciplinary procedures required by this Article at the earliest possible time.

G. GENERAL DISCIPLINARY PROVISIONS

Informal discipline can include counseling or a written reprimand which is placed in an employee's personnel file subject to the provisions described in the SCCCD/POA Agreement. Informal discipline does not require written notice of recommended disciplinary action and charges and is not subject to appeal.

**The State Center Community College District recognizes its obligation to bargain the appeal process regarding written reprimands for Police Officers. The appeal process should be fair and bound by the legal requirements of statutory case law and the Public Safety Officers Procedural Bill of Rights Act. A more specific proposal will be generated when both parties have had an opportunity to discuss this at the bargaining table.**

No informal discipline is necessary prerequisite to any other disciplinary action, formal or informal.

It is the district's responsibility to present the employee to be disciplined with a "notice of recommended disciplinary action and charges" prior to the imposition of discipline unless otherwise specified in this Article.

Discipline may be recommended in accordance with this section if, in the judgment of the immediate supervisor, or other authorized administrator, disciplinary action is needed. Prior to the Skelly conference, an employee against whom disciplinary action has been recommended shall be presented with the Notice of Recommended Disciplinary Action and Charges.

1. Notice of Recommended Disciplinary Action and Charges

The Notice of Recommended Disciplinary Action and Charges shall include the following:

- a. A statement of the charges upon which the disciplinary action is recommended; a

statement in ordinary and concise language of each specific incident upon which the charges are based; the Recommended Disciplinary Action; and a statement as to provisions of Section IV, if any which has been violated.

b. A statement that the employee will be accorded a Skelly conference with the College President or Chancellor at a time and place prescribed in the Notice of Recommended Disciplinary Action and Charges, with an opportunity at that time to respond to each charge and incident.

c. The employee's right to have copies of the material upon which the disciplinary action is based.

d. The employee's right to appear personally and to be represented by a person or counselor of their choice.

e. The Personnel Director shall file the Notice for Recommended Disciplinary Action and Charges and shall be deemed complete upon personal delivery or upon deposit in the U.S. registered/certified mail, return receipt requested, and addressed to the last known address of the employee as contained in district personnel office records.

## 2. Skelly Conference

The purpose of the Skelly Conference is to review the Notice of Recommended Disciplinary Action and Charges, charge by charge, incident by incident, to allow the employee to respond to each charge and incident.

The conference shall be an informal meeting and shall not be conducted by formal evidentiary rules. The conference may be tape recorded by mutual agreement. The conference shall be conducted on the date stated on the original Notice of Recommended Disciplinary Action and Charges provided to the employee, unless a change is mutually agreed to by the president or his designee and the employee. The president or his designee will serve as the administrator responsible for conducting the conference. During the conference the employee may be represented by a person of their choice. The president or his/her designee shall, after the conclusion of the conference, make a determination of the appropriateness of the recommended disciplinary action and the charges and incidents upon which such disciplinary action is recommended. The president will retain the taped copy of the conference for possible reference, and a copy shall be made available to the employee upon request.

The president may accept, modify, or reject the Notice of Recommended Disciplinary Action and Charges prior to forwarding his or her recommendation to the Board of Trustees

### 3. Revision of Notice of Recommended Disciplinary Action and Charges

Following service of the Notice of Recommended Disciplinary Action and Charges upon the employee, an amended or supplemental Notice of Recommended Disciplinary Action and Charges may be served upon the employee. If the amended or supplemental recommendation presents new charges or incidents, the employee shall be afforded a reasonable opportunity to discuss the new matters with his or her immediate superior and the president.

### 4. Employee Status Pending Decision by Governing Board

With the exception of an employee placed on short-term suspension or administrative leave, the recommended disciplinary action shall not take effect until the Governing Board takes action. The employee against whom disciplinary action has been recommended shall remain on active duty status and shall be responsible for fulfilling the duties of the position pending a decision by the Board unless otherwise stated in these rules.

### 5. Governing Board

The Board retains the right to accept, modify, or reject any portion of the Notice of Recommended Disciplinary Action. The Board may also accept, increase, or decrease the disciplinary penalty. The Board may ask for further evidence or information prior to mailing its decision. Finally, the Board may accept the recommendation of the district administration, take action in closed session, and report that action.

### 6. Personnel Commission Hearing

The decision of the Board is final, unless the employee requests within fourteen (14) calendar days, in writing, a hearing. The employee's failure to request a hearing shall constitute a final waiver of the employee's right to a hearing. The director of personnel shall correspond to the employee describing his or her appeal rights.

In the event of elimination of the personnel commission, the employee shall have the right to request the appointment of an arbitrator as provided in Article 26, Section V, D.

## **ARTICLE 32** **CLASSIFICATION STUDIES**

Classification studies designed to analyze and study a whole class or classes and/or job families, shall be performed only by mutual agreement by and between the POA and district which shall be limited in frequency to not more than one such study in any five (5) year period.

**ADDITIONAL PROPOSALS/NEW SUBJECTS OF NEGOTIATION**

**Representatives from the State Center Community College District therefore do formally reserve the right under Article 6 to propose additional issues and subjects, both economic and/or non-economic, as the District becomes better aware of the changing conditions which are being experienced. To that extent, and in the event the District exercises its rights under Article 32 of the collective bargaining agreement, the provisions of Government Code section 3540 et seq. will be adhered to including the public notice provisions contained within Section 3547 in the event the District propounds additional proposals and/or new subjects of bargaining at any time during the negotiations between the parties.**

**AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the State Center Community College District and the Peace Officers' Association, its successor and/or affiliates, is effective upon ratification as set forth in Article 1 **and shall remain in full force and effect until the close of the workday June 30, 2011, or until a successor agreement is in effect, whichever is later.**

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

**IN WITNESS WHEREOF, EACH OF THE PARTIES AFFIX THEIR SIGNATURES HERETO ON THIS \_\_\_\_\_ DAY OF JANUARY 2011.**

STATE CENTER COMMUNITY  
COLLEGE DISTRICT

PEACE OFFICERS' ASSOCIATION

\_\_\_\_\_  
RANDY ROWE, Associate  
Vice Chancellor, Human Resources  
State Center Community College District

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
POA Representative

**CLASSIFIED GRIEVANCE FORM**  
(For use by classified bargaining unit members)

Employee name	College	Department
Date of alleged violation	Date of informal discussion	Date of oral response
Date of filing of this statement	Specific articles and sections alleged to have been violated:	
Explanation of alleged violation, including all pertinent supportive facts.		
Statement of relief, remedy, action believed necessary to resolve this grievance.  Signature: _____		
Level I: Step 1 – Supervisor response to grievance  Signature: _____	Date of Receipt: _____	
	Date of Response: _____	
Level I: Step 2 – Employee response to Step 1 decision and if not acceptable, reasons for appeal to Level II  Signature: _____	Grievance Resolved: <input type="checkbox"/>	
	Grievance Denied: <input type="checkbox"/>	
Level I: Step 2 – Employee response to Step 1 decision and if not acceptable, reasons for appeal to Level II  Signature: _____	Date of Receipt: _____	
	Date of Response: _____	
Level I: Step 2 – Employee response to Step 1 decision and if not acceptable, reasons for appeal to Level II  Signature: _____	Decision Acceptable: <input type="checkbox"/>	
	Appeal to Level II: <input type="checkbox"/>	

\*Call office of the Associate Vice Chancellor, Human Resources  
to obtain a Grievance Number

<p>Level II: Step 1 – College President/Designee response to grievance</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level II: Step 2 – Employee response to Step 1 decision and, if not acceptable, reasons for appeal to Level III</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level III: <input type="checkbox"/></p>
<p>Level III: Step 1 – Chancellor/Designee response to grievance</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level III: Step 2 – Employee response to step 1 decision and, if not acceptable, reasons for appeal to Level IV</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level IV: <input type="checkbox"/></p>
<p>Level IV: Final and Binding Decision of the Arbitrator</p>	<p>Date of Receipt: _____</p> <p>Date of Hearing: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>

Notes:

1. Attach all responses to this form at all levels.
2. Observe time frame requirements of pertinent policy.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT: Consideration to Adopt Resolution Affording  
Student Trustees the Privilege to Make and  
Second Motions

ITEM NO. 11-02

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EXHIBIT: Resolution No. 2011-01 and Board Policy 2015

Background:

Each year two students are elected to the District's Board of Trustees as provided by the Education Code. They are recognized as full members of the Board, but they do not vote. However, Education Code section 72023.5 does provide that student trustees may "make and second motions at the discretion of the governing board."

Board Policy 2015 directs the Board to annually consider whether to afford student trustees the privilege to make and second motions.

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2011-01 allowing the student trustees to make and second motions.



**RESOLUTION NO. 2011-01**

**RESOLUTION OF THE BOARD OF TRUSTEES OF  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
AFFORDING STUDENT TRUSTEES THE PRIVILEGE TO  
MAKE AND SECOND MOTIONS**

WHEREAS, State Center Community College District (District) seats elected student members of its Board of Trustees pursuant to Education Code section 72023.5; and

WHEREAS, the Education Code and District policy and regulation recognizes that student members are full members of the Board of Trustees, with minimal limitations prescribed by law; and

WHEREAS, Education Code 72023.5(b)(1) allows that student trustees may “make and second motions at the discretion of the governing board;” and

WHEREAS, Board Policy 2015 directs the Board to annually consider whether to afford student trustees the privilege to make and second motions; and

WHEREAS, it is the experience of the Board of Trustees that its student members have shown themselves to be thoughtful, conscientious, and responsible representatives of the student body; and

WHEREAS, it is the sense of the Board of Trustees that the interests of the District are advanced by allowing the fullest participation possible of its student members;

NOW THEREFORE, be it resolved by the Board of Trustees of State Center Community College District as follows:

1. Student members of the Board of Trustees of the State Center Community College District shall be afforded the privilege to make and second motions at all Board meetings.
2. This resolution shall be in effect until May 15, 2012, unless earlier revoked by action of the Board.

ADOPTED, SIGNED AND APPROVED this 13th day of January 2011.

AYES:

NOES:

ABSENT:

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President or Secretary of the Board (Signature)

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(Printed Name)

**Student Members**

The Board shall include two non-voting student members. The term of office shall be one year commencing June 1.

The student member shall be a resident of California at the time of nomination and during the term of service, and shall be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service. The student member is not required to give up employment with the District. The student shall maintain a grade point average of 2.0.

The student member shall be seated with the Board and shall be recognized as a full member of the Board at meetings. The student member is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The student member shall be entitled to any mileage allowance necessary to attend board meetings to the same extent as publicly elected trustees.

On or before May 15 of each year, the Board shall consider whether to afford the student member the privilege to make and second motions.

See Administrative Regulation 2015

Reference: Education Code Section 72023.5

Adopted by the Governing Board: June 28, 1978; November 4, 2003

Revised: March 4, 1980; June 4, 1985; December 8, 1992;  
July 1, 2008

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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT: Consideration to Approve Revised Fresno City  
College Mission, Vision and Core Values  
Statements

ITEM NO. 11-03

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EXHIBIT: Mission, Vision and Core Values Statements

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Background

Fresno City College has revised its mission, vision and core values statements; please refer to the attached document. The Strategic Planning Council reviewed and revised these statements from October 15, 2009 to February 11, 2010. College constituent groups approved the changes on April 15, 2010.

Recommendation

It is recommended that the Board approve the revised Fresno City College Mission, Vision and Core Values Statements, as noted on the attached document.

## **Fresno City College Mission**

Fresno City College is a comprehensive community college offering innovative instructional programs in anticipation of and responsive to the life-long learning needs of our diverse population. Fresno City College provides a wide variety of quality services to support student success by engaging our students in achieving their educational goals. Moreover, we are dedicated to working collaboratively with our community to enhance the economic and social development of the region.

## **Fresno City College Vision Statement**

Fresno City College is a premier learning institution that strives to prepare the members of our community to meet the challenges of an increasingly complex global environment.

## **Fresno City College Core Values**

As a learner-centered institution, Fresno City College values an educational and cultural environment which promotes:

- **Success**—the college community encourages and motivates students, faculty, and staff to identify and achieve their individual goals by providing quality instruction, programs, services, and processes.
- **Participation**—the college community encourages active involvement in campus life and developing avenues of greater community participation.
- **Diversity**—the college community encourages and respects individual differences.
- **Collegiality**—the college community is committed to working as a team in an open, civil, collegial, and safe environment.
- **Innovation**—the college community supports an environment in which individuals are free to explore new or alternative avenues toward advancing the college's mission.
- **Stewardship**—the college community is committed to the optimal utilization of its resources consistent with strategic goals.

Adopted by SPC and constituent groups: August 30, 2007

Revisions approved by all constituent groups April 15, 2010

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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT: Consideration to Approve Revised Reedley  
College Mission and Core Values Statements

ITEM NO. 11-04

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EXHIBIT: Mission, Core Values and Vision Statements

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Background

Reedley College has revised its Mission and Core Values Statements; please refer to the attached document. College constituent groups reviewed and approved the changes and the College Council approved the changes on November 10, 2010. No changes were made to the Vision Statement.

Recommendation

It is recommended that the Board approve the revised Reedley College Mission and Core Values Statements, as noted on the attached document.



## MISSION, CORE VALUES, & VISION STATEMENTS

### *Mission Statement:*

*Reedley College provides an accessible, student-centered educational environment featuring high-quality learning opportunities. We offer basic skills enhancement, associate degree programs, career technical education, and transfer-level courses as an integral component for life-long learning within a diverse local and global community.*

### *Core Values:*

*Reedley College is dedicated to the following core values:*

- *An atmosphere of intellectual curiosity*
- *Personal integrity, accountability and individual accomplishment*
- *Experiences designed to promote critical thinking*
- *Cultural literacy*
- *A highly qualified staff of educators and support personnel who support and promote the diversity of our unique community*
- *A flexible attitude towards change and encourage innovation*
- *To develop each student's full potential*
- *Respect for self and others*
- *Comprehensive curriculum offerings and lifelong learning opportunities*
- *Quality services for students to support and enhance their success*

**Mission Statement and Core Values Statement  
Approved by College Council 11/10/10**

### *Vision Statement:*

*Reedley College strives to be a leading educational institution in California's Central Valley.*

**No changes were made to the Vision Statement**

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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT:    Consideration of Bids, Life Science  
              Room 11 Remodel, Reedley College

ITEM NO. 11- 05

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EXHIBIT:    None

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Background:

Bid #1011-05 provides for the work necessary to remodel the existing laboratory space in the Life Science Building, Reedley College. This project consists of the modernization of Room 11 Biology Lab to prepare and provide for more efficient instructional delivery methods. The work of the project includes selective demolition of existing facilities, new lab casework and equipment, electrical, mechanical, lighting, communication and plumbing improvements, interior finishes, and other related items of work in support of the remodeled space. This project was necessitated by the need for improved facilities under Science, Technology, Engineering and Mathematics (STEM) grant funding from the federal government.

Funding for this project will be provided by STEM Grant Funds for Reedley College. Bids were received from nine (9) contractors as follows:

<u>Bidder</u>	<u>Award Amount</u>
<b>Mark Wilson Construction, Inc.</b>	<b>\$178,972.00</b>
C.D.A. Construction	\$190,900.00
BMV Construction Group, Inc.	\$191,525.00
Musson General Contracting	\$196,300.00
Marko Construction Group, Inc.	\$208,754.00
Seals/Biehle, Inc.	\$211,600.00
Maxwell Smart Construction	\$216,067.00
Davis Moreno Construction, Inc.	\$238,712.00
Santana Construction & Management	\$264,000.00

ITEM NO. 11-05 – Continued

Page 2

Fiscal Impact:

\$178,972.00 – Science, Technology, Engineering and Mathematics (STEM) Grant Funds

Recommendation:

It is recommended the Board of Trustees award Bid #1011-05 in the amount of \$178,972.00 to Mark Wilson Construction, Inc., the lowest responsible bidder for the Life Science Room 11 Remodel, Reedley College; and authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign an agreement on behalf of the District.



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

PRESENTED TO BOARD OF TRUSTEES

DATE: January 13, 2011

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SUBJECT: Consideration to Accept Construction Project,  
Painting, Old Administration Building,  
Fresno City College

ITEM NO. 11-06

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EXHIBIT: None

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Background:

The project for Painting, Old Administration Building, Fresno City College, is now substantially complete and ready for acceptance by the Board of Trustees.

Recommendation:

It is recommended the Board of Trustees:

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