

AGENDA  
Regular Meeting  
BOARD OF TRUSTEES  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
Madera Center  
30277 Avenue 12, Assembly Room 120  
Madera, CA 93638  
4:30 p.m., October 4, 2011  
\*See Special Notice – Page 3\*

- I. Call to Order
- II. Pledge of Allegiance
- III. Introduction of Guests
- IV. Approval of Minutes, Regular Meeting of September 6, 2011
- V. Delegations, Petitions, and Communications [see footnote, Page 3]
- VI. Reports of Chancellor and Staff
  - A. PRESENTATIONS
    - 1. Campus Reports Terry Kershaw, NC  
Tony Cantu, FCC  
Mitjl Capet, RC
    - 2. Chancellor’s Report Deborah G. Blue
    - 3. Academic Senate Report Bill Turini, RC
    - 4. Classified Senate Report Ernie Garcia, FCC
    - 5. Madera Center Presentation Monica Cuevas, MC
      - Upward Bound Program Jose Vasquez
      - Madera Center College Advantage Program (MCCAP) Raul Reyes
      - Career Advancement Academy (CAA) Program Manuel Andaverde
    - 6. District 2008-2012 Strategic Plan Assessment Report Jothany Blackwood
  - B. CONSIDERATION OF CONSENT AGENDA [11-26HR to 11-28HR]  
[11-114G to 11-126G]

C. HUMAN RESOURCES

1. Disclosure of Collective Bargaining Agreement, State Center Community College District Peace Officers' Association, and Public Hearing [11-69] Randy Rowe

D. GENERAL

1. Public Hearing on Draft Trustee Area Plans [11-70] Gregory Taylor
2. Consideration to Adopt Resolution of Intention to Dedicate Right-of-Way Easement to the City of Fresno, Willow International Center [11-71] Brian Speece
3. Consideration to Approve Permanent Parking Plan, Fresno City College [11-72] Brian Speece
4. Retirement Committee (GASB 45) Update and Consideration to Approve Recommendation [11-73] Ed Eng

VII. Reports of Board Members

VIII. Future Agenda Items

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

X. Closed Session

- A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Pursuant to Government Code Section, 54957
- B. CONFERENCE WITH LABOR NEGOTIATOR [SCFT, Full-time Bargaining Unit; SCFT Part-Time Bargaining Unit, California School Employees Association Bargaining Unit, and SCCCDC Peace Officers Association]; Randy Rowe, Pursuant to Government Code Section 54957.6

XI. Open Session

- A. Consideration of Ratification of Collective Bargaining Agreement, State Center Community College District Peace Officers' Association

XII. Adjournment

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

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

**\*SPECIAL NOTICE**

***At 3:30 p.m. the Board of Trustees will host a reception for Madera Unified School District Superintendent A. Gustavo Balderas at the Madera Center in the Office of the Vice Chancellor.***

***The board meeting will begin promptly at 4:30.***

CONSENT AGENDA  
BOARD OF TRUSTEES MEETING  
October 4, 2011

HUMAN RESOURCES

1. Employment, Change of Status, Retirement, Resignation, Academic Personnel [11-26HR]
2. Employment, Change of Status, Resignation, Retirement, Classified Personnel [11-27HR]
3. Consideration to Approve Employment of Part-Time Faculty, Fall 2011, Fresno City College, Reedley College and North Centers [11-28HR]

GENERAL

4. Review of District Warrants and Checks [11-114G]
5. Consideration to Appoint Committee Members to the Measure E Citizens' Bond Oversight Committee [11-115G]
6. Consideration to Approve Agreements for Technology Purchases, Districtwide [11-116G]
7. Consideration to Authorize Agreement with the California Community Colleges Chancellor's Office for Enrollment Growth and Retention for the Associate Degree Nursing Programs, Madera Center [11-117G]
8. Consideration to Authorize Agreement with the County of Fresno for CalWORKs Program Services, Districtwide [11-118G]
9. Consideration to Adopt Resolution Authorizing Agreement with the California Department of Education for Child and Adult Care Food Program Healthy and Active Preschoolers Web Site, Fresno City College [11-119G]
10. Consideration to Accept Grant from the U.S. Department of Education for a Science Technology Engineering Math Improvement Project, Reedley College [11-120G]
11. Consideration to Adopt 2012-13 and 2013-14 Instructional Calendars for Fresno City College, Reedley College and North Centers [11-121G]
12. Consideration to Approve Out-of-State Travel for Business Students, Fresno City College, Reedley College and North Centers [11-122G]

Consent Agenda

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13. Consideration to Approve Out-of-State Travel for Phi Theta Kappa Students, Fresno City College [11-123G]
14. Consideration to Approve Out-of-State Travel for Men's Tennis Team, Fresno City College [11-124G]
15. Consideration to Approve WUSATA India Outbound Trade Mission, Center for International Trade Development [11-125G]
16. Consideration to Approve Out-of-State Travel for Wrestling Team, Fresno City College [11-126G]

***UNAPPROVED*** MINUTES OF MEETING OF  
BOARD OF TRUSTEES  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
September 6, 2011

Call to Order                      A regular meeting of the Board of Trustees of the State Center Community College District was called to order by President Dorothy Smith at 4:30 p.m., September 6, 2011, in the board room at State Center Community College District, 1525 E. Weldon Avenue, Fresno, California.

Trustees Present                 Dorothy Smith, President  
H. Ronald Feaver, Vice President  
Richard Caglia, Secretary  
Isabel Barreras (arrived 4:35 p.m.)  
Ronald H. Nishinaka  
Patrick E. Patterson  
William J. Smith  
Christopher Coronado, FCC Student Trustee

Absent                                Kayla Urbano, RC Student Trustee

Also present were:

Deborah G. Blue, Chancellor, SCCC  
Ed Eng, Vice Chancellor – Finance and Administration, SCCC  
Tony Cantu, Interim President, Fresno City College  
Mitjl Capet, President, Reedley College  
Terry Kershaw, Vice Chancellor, North Centers  
Robert Fox, Interim Associate Vice Chancellor – Workforce Dev./Ed. Services, SCCC  
Randy Rowe, Associate Vice Chancellor – Human Resources, SCCC  
Doris Barthold-McKay, Administrative Secretary, SCCC

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

Jeanne Gobalet, Lapkoff & Gobalet Demographic Research, Inc.  
Sean Welch, Special Counsel to SCCC  
Kasey Oliver, CSEA  
Kelly Fowler, FCC  
Mariela Silva, FCC  
Joe Pedro, FCC  
Michael Guerra, FCC  
Jerry Thurston, FCC  
Allen Siroky, FCC

Introduction of Guests  
(continued)

Cris M. Bremer, FCC  
Wendell Stephensen, FCC  
Mary Ann Valentino, FCC  
Susan Holford, FCC  
Sandra Bolt, FCC  
Christopher Villa, FCC  
Robyn Bates, FCC  
Michael Dana, FCC  
Donna Berry, RC  
Lina Obeid, RC  
Maria Kelly, RC  
Lucy Ruiz, RC  
Filipe Uribe, Police Officer, RC  
Marilyn Behringer, RC  
Laurie Tidyman-Jones, RC  
Melanie Highfill, RC Classified Senate  
Janell Mendoza, NC  
Randy Vogt, SCCCD  
Gurdeep He'Bert, SCCCD  
Brian Speece, SCCCD  
Wil Schofield, SCCCD  
John Bengtson, SCCCD  
Teresa Patterson, SCCCD  
Gregory Taylor, SCCCD  
John Cummings, SCCCD  
Cheryl Sullivan, SCCCD

Mr. Randy Rowe introduced Paula Demanett, executive vice president for SCFT.

Approval of Minutes

The minutes of the regular meeting of August 2, 2011, was presented for approval.

A motion was made by Ron Nishinaka and seconded by William Smith to approve the minutes of the regular meeting of August 2, 2011, as presented. The motion carried by general consent.

Delegations, Petitions,  
and Communications

Ms. Mariela Silva, FCC student, addressed the Board as a representative for FCC student Mr. Joe Pedro. She described events of previous years in which Mr. Pedro felt he had been harassed, slandered and defamed by FCC administrators. She stated Mr. Pedro is requesting an incident report so he can rebut charges.

Mr. Wendell Stephenson, FCC philosophy instructor, spoke about the excellent faculty at FCC and the board's decision to reduce sabbaticals to zero. He asked the board to read the letter he

Delegations, Petitions,  
and Communications  
(continued)

distributed to the Board that stresses the importance of sabbaticals for the health of the institution and insuring an excellent faculty. He hoped they would reconsider their decision.

Ms. Paula Demanett, FCC librarian, pointed out the benefits of faculty sabbaticals and shared information from the archived sabbatical reports from the past ten years. They are used to develop new ideas and creativity for college students and the community.

Ms. Maria Kelly, RC instructor, spoke on behalf of Mr. Jeff Burdick regarding the pilot program between Willow International and Clovis West. She noted that Mr. Burdick's proposed sabbatical was to plan expansion of the program to six more schools.

Mr. Allen Siroky, FCC history instructor and proud AFT Local member, spoke to the board about sabbatical issue and also noted his concern about the acrimonious atmosphere in negotiations and the use of media by the district.

Mr. Michael Dana, FCC music instructor, spoke about the denial of his sabbatical request and how this affects his desire to pursue his doctorate degree at Boston University. He planned the fall 2011 sabbaticals to start writing his dissertation. He is disappointed that sabbaticals have been cancelled and does not see how he can continue with his dissertation.

Mr. Jerry Thurston, FCC communication arts instructor, SCFT member, and co-advisor for the diversity club, which serves the LGBTQ community on campus, spoke about the affect of cancelled sabbaticals on his proposal to develop a "safe zone" program for the district.

Ms. Laurie Tidyman-Jones, RC counselor, spoke about her sabbatical plans to develop a career services program and Hispanic serving programs at Reedley College. The sabbatical would have allowed study to determine what is needed to serve their students.

President Smith thanked the speakers and stated that the board appreciated their presentations. She noted that the best interest of our staff and students is always foremost in the board's considerations. Trustee Nishinaka added that he appreciates the importance of sabbaticals, but the decision was based on the district's budget.



Campus Reports

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

- Centennial on a Shoestring will be presented by Chris Monahan Bremer at the 2012 NCMPR National Conference.
- Members of the FCC wrestling team volunteered to help unload books for the Fresno County Library's recent book sale.
- FCC is one of 15 community colleges invited to participate in a grant from the Kresge Foundation.
- Police Academy coordinator Fred Johnson is the newly elected president of the Central California Association of Police Training Officers (CAPTO)
- Dean of Counseling Dr. Mark Sanchez recently published an article titled "Effectiveness of Student Support Services (TRIO) Programs at California Community Colleges" in *ijournal: Insight into Student Services*.
- Dean of Workforce Development Natalie Culver-Dockins co-authored an article published in the *Metropolitan Universities Journal* titled "The Urban Mission: Linking Fresno State and the Community."
- Dr. Jothany Blackwood had a chapter published in the book, *Women of Color in Higher Education: Contemporary Issues and New Direction*, titled "Mentoring and Interim Positions: A pathway to Leadership for Women of Color."
- The annual Scholarship Reception will be held September 9 in the OAB Auditorium.
- There will be a variety of events for Patriotic Week.
- FCC, through DSP&S, was selected to participate in "Project Enhance" by the University of Texas Pan American.
- The Art Faculty Biennial exhibit continues through September 22 in the Art Space Gallery.

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

- Reedley College welcomed the International Scholarship for Education and Economic Development (SEED) students who will be here for two years earning associate degrees.
- RC students exhibit seven hogs at the California State Fair and won several awards.
- Aviation Maintenance instructor Keith Zielke received his Master of Arts degree in professional technical education from Eastern New Mexico University.
- David Dominguez, RC English instructor, was a guest speaker at the annual John Steinbeck Festival in Salinas, CA.

Campus Reports  
(continued)

- Art instructor Garrett Masterson and Clay Club student appeared on KMPH Channel 26's Great Day.
- Five RC students will attend the Youth Leadership Institute 20<sup>th</sup> Anniversary Gala in San Francisco.
- RC is gearing up for the accreditation visit in October
- The Career Resource Center will have its grand opening in September.
- There will be a variety of events for Patriotic Week.
- He and Donna Berry were welcomed at an August 11 reception.
- The Spanish department will host Mexico's Independence: An Overview on September 15.
- Poet Corrinne Clegg Hales will be featured at First Wednesday at One (1W1) on September 7.
- Ag and Natural Resources Welcome Back BBQ was held on September 1.
- The Meet the Players Ice Cream Social was held on August 28.
- The Volleyball Team hosted the Alameda/Delta 3-Way Tournament on September 2.
- The women's golf team will play against FCC on September 13.

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

- The North Centers Scholarship Reception was held on August 31 at the Madera Center.
- The Madera Center Veterans Club is sponsoring a flag raising ceremony on September 7. Patriot Day at Willow International Center is being held on September 8.
- The North Centers will have a booth at the Madera District Fair on September 8 – 11.
- North Centers will participate in the Fresno Area College Night activity being held September 14 at the Fresno Convention Center Exhibit Hall.
- CCLASS Leadership Series next cohort will begin in October.
- Associated Student Government and co-curricular clubs at the North Centers have planned various events during September and October.
- A reception for the new superintendent for Madera Unified will be held prior to the October Board meeting at the Madera Center.

Chancellor's Report

Dr. Blue reported the following:

- She attended the first meeting of the CCLC Advisory Committee on Legislation as SCCC representative on September 2. The primary responsibility of the committee is to advise the League boards on state and federal legislation affecting community colleges and general advocacy strategies.
- She had the opportunity to participate in a "Community Visioning Session: on August 31. It was hosted by the Fresno County Economic Opportunities Commission. Community leaders, elected officials and other agency partners were brought together and provided an opportunity to advise, comment and give input into defining the EOC of the future.
- A special districtwide high speed rail task force, chaired by Acting Associate Vice Chancellor of Workforce Development and Educational Services Robert Fox, convened on September 6. They will develop a comprehensive team approach to district participation in community-wide efforts to plan and facilitate the implementation of the high speed rail initiative.
- The Chancellor's Circle dinner will be held in Madera on September 25 in the beautiful garden of Foundation board members Jill and Steve Cholewa. Tickets are still available. The Chancellor's Circle is open to anyone, including SCCC employees, and funds are used to support the Foundation's mission to promote student learning and success.
- She will meet with accreditation team leader Peter Garcia, Pres. Diablo Valley College, for an accreditation pre-visit on September 19, and will share information with the Board after her meeting.

Academic Senate Report

Ms. Claudia Habib, Fresno City College Academic Senate president, reported the following:

- Orientation for new senators took place on August 17.
- The first Academic Senate meeting took place on August 24. Approved minutes of this meeting will be posted on the Academic Senate website
- Division chairs meeting was conducted on August 26 and included information regarding contact hours and scheduling methods.
- Committee membership is decided by nominations and votes from the floor.
- Areas of focus this fall will include accreditation and curriculum.
- They will continue to work on Transfer Model Curriculum (TMCs). FCC is one of ten colleges that have two or more degrees approved and compliant with SB1440.
- SB1143 was signed into law last fall and requires the Board of

Academic Senate  
Report (continued)

Governors to establish a task group to look at student success. The State Academic Senate has been meeting to address the requirements of this law and recommendations are expected by January 2012.

- They are in the planning stages of an information presentation conducted by CCLC and the President of Academic Senate for California Community Colleges to provide a basic overview of AB 1725 Participatory/Shared Governance.
- She will be attending the Faculty Association of California Community Colleges State Budget Workshop on September 26.

Classified Senate  
Report

Ms. Melanie Highfill, Reedley College Classified Senate president, reported the following:

- Classified Senate will have its next meeting on September 8. Topics for discussion will include creation of the North Centers CSA and bylaws; filling vacancies on campus committees, approving the revisions to AR2410; discussing proposed changes to AR7223; preparing for accreditation visit; and preparing for election of new officers for vacant positions.
- They will also be looking at fundraising for annual scholarships.

Consent Agenda  
Action

President Smith announced that the exhibit for consent agenda item 11-23HR, Academic Personnel Recommendations, has been amended and copies are provided. Ms. Smith asked for a motion to approve the consent agenda as amended.

It was moved by William Smith and seconded by Ron Feaver that the Board of Trustees approve consent agenda items 11-23HR through 11-25HR and 11-98G through 11-113G, as amended.

The motion carried without objection.

Employment, Change  
of Status, Retirement,  
Academic Personnel  
[11-23HR]  
Action

approve academic personnel recommendations, items A through C, as amended

Employment,  
Promotion, Change of  
Status, Resignation,  
Classified Personnel  
[11-24HR]  
Action

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

Consideration to  
Approve New  
Classification  
Specification,  
Evaluator Duties  
[11-25HR]  
Action

approve the new evaluator classification specification duties

Review of District  
Warrants and Checks  
[11-98G]  
Action

review and sign the warrants register for the following accounts:

<u>Account:</u>	<u>Amount:</u>	<u>For the Period of:</u>
District	\$14,586,091.82	July 20, 2011 to August 21, 2011
Fresno City College Bookstore	1,209,686.60	July 20, 2011 to August 22, 2011
Reedley College Bookstore	747,619.88	July 20, 2011 to August 22, 2011
Fresno City College Co-Curricular	78,527.74	July 19, 2011 to August 22, 2011
Reedley College Co-Curricular	62,883.96	July 19, 2011 to August 22, 2011
<b>Total:</b>	<b>\$16,684,810.00</b>	

Acknowledgement of  
Quarterly Financial  
Status Report, General  
Fund  
[11-99G]  
Action

acknowledge the Quarterly Financial Status Report (CCFS-311Q), as presented

Financial Analysis of  
Enterprise and Special  
Revenue Operations  
[11-100G]  
Action

statement provided for Board information only – no action required

Consideration of  
Report of Investments  
[11-101G]  
Action

accept the quarterly performance review, as provided by the County of Fresno, for the quarter ending June 30, 2011

Consideration to  
Approve Quarterly  
Budget Transfers and  
Adjustments Report  
[11-102G]  
Action

approve the June 30, 2011, Budget Transfers and Adjustments Report

Consideration to  
Approve Voluntary  
2011-12 Payroll  
Deductions  
[11-103G]  
Action

approve the list of voluntary payroll deductions for 2011-12, as presented

Consideration to  
Appoint Committee  
Members to the  
Measure E Citizens'  
Bond Oversight  
Committee  
[11-104G]  
Action

appoint Mr. Donald Slade and Mr. Les Kimber to the Measure E Citizens' Bond Oversight Committee as community members at large to serve through September 5, 2013

Consideration to  
Authorize Agreement  
with Georgetown  
University for the  
Scholarships for  
Education and  
Economic  
Development Program,  
Reedley College  
[11-105G]  
Action

- a) authorize the district, on behalf of Reedley College, to enter into an agreement with Georgetown University to administer the Scholarships for Education and Economic Development (SEED) program for the period August 1, 2011, through July 31, 2013, with funding in the amount of \$604,800;
- b) authorize renewal of the agreement with similar terms and conditions; and
- c) authorize the vice chancellor, finance and administration, to sign the agreement on behalf of the district

Consideration to Adopt  
Resolution Authorizing  
Agreement with the  
Commission on Peace  
Officer Standards and  
Training, Fresno City  
College  
[11-106G]  
Action

- a) adopt a resolution authorizing the district, on behalf of Fresno City College, to enter into a grant agreement with the Commission on Peace Officer Standards and Training for two Institute of Criminal Investigations core course presentations and two sexual assault investigation presentations to be conducted by the Fresno City College Police Academy for the period July 1, 2011, through June 30, 2012, with funding in an amount not to exceed \$129,304.60;
- b) authorize renewal of the agreement with similar terms and conditions; and
- c) authorize the chancellor or vice chancellor, finance and

administration, to sign the agreement on behalf of the district

Consideration to Adopt Resolution Authorizing Agreement with the California Department of Education for a Child Care and Development Block Grant – Preschool Program, Fresno City College  
[11-107G]  
Action

- a) adopt a resolution authorizing the district, on behalf of Fresno City College, to enter into an agreement with the California Department of Education for a child care and development block grant – preschool program, in the amount of \$97,298 for the period July 1, 2011, through June 30, 2012;
- b) authorize renewal of the agreement with similar terms and conditions; and
- c) authorize the chancellor or vice chancellor, finance and administration, to sign the agreement on behalf of the district

Consideration to Adopt Resolution Authorizing Agreement with the California Department of Education for a Child Care and Development Block Grant – General Child Development Program, Fresno City College  
[11-108G]  
Action

- a) adopt a resolution authorizing the district, on behalf of Fresno City College, to enter into an agreement with the California Department of Education for a child care and development block grant – general child development program in the amount of \$42,291 for the period July 1, 2011, through June 30, 2012;
- 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 Accept Construction Project, Life Science Room 11 Remodel, Reedley College  
[11-109G]  
Action

- a) accept the project for Life Science Room 11 Remodel, Reedley College; and
- b) authorize the chancellor or her designee to file a Notice of Completion with the county recorder

Consideration to Accept Construction Project, Air Conditioning Installation, Dance Studio, Fresno City College  
[11-110G]  
Action

- a) accept the project for Air Conditioning Installation, Dance Studio, Fresno City College; and
- b) authorize the chancellor or her designee to file a Notice of Completion with the county recorder

Consideration to  
Accept Construction  
Project, Mechanical  
Arts Building Roof  
Repair, Reedley  
College  
[11-111G]  
Action

- a) accept the project for Mechanical Arts Building Roof Repair, Reedley College; and
- b) authorize the chancellor or her designee to file a Notice of Completion with the county recorder

Consideration to  
Accept Construction  
Project, Ratcliffe  
Stadium Restroom  
Building Reroof,  
Fresno City College  
[11-112G]  
Action

- a) accept the project for Ratcliffe Stadium Restroom Building Reroof, Fresno City College; and
- b) authorize the chancellor or her designee to file a Notice of Completion with the county recorder

Consideration of Claim,  
Lydia Moore  
[11-113G]  
Action

reject the claim submitted by Lydia Moore and direct the chancellor or vice chancellor, finance and administration, to give written notice of said action to the claimant

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

Public Hearing and  
Consideration to Adopt  
Criteria, Process and  
Timeline for 2012  
Trustee Area Boundary  
Adjustments  
[11-64]  
Action

SCCCD legal counsel Gregory Taylor reminded the Board there had been a brief presentation and overview of the trustee area boundary adjustment process at the August board meeting. In this process the district relies on specialized consultants and the same team we assembled when we approached this issue in 2010 will be utilized again. Mr. Taylor introduced Mr. Sean Welch of Nielsen Merksamer Parrinello Gross & Leoni, LLP, and Ms. Jeanne Gobalet, Ph.D. of Lapkoff & Gobalet Demographic Research, Inc.

Mr. Welch described the legal criteria the Board must meet when adopting new revised trustee area plans. Mr. Welch and Mr. Taylor answered the following questions from the Board:

- Trustee Patterson asked if it's possible for district to not be contiguous.
- President Dorothy Smith asked if the standard requires perfect population equality.
- Mr. Patterson asked if the district is still pursuing the Kings County waiver. Mr. Taylor will report back to the Board of the progress on the waiver request.
- Greg Taylor explained that both presentations to the Board will be on the district website: [www.scccd.edu](http://www.scccd.edu) .



Public Hearing and  
Consideration to Adopt  
Criteria, Process and  
Timeline for 2012  
Trustee Area Boundary  
Adjustments  
[11-64]  
Action  
(continued)

Dr. Gobalet explained in detail the impact of the 2010 census on the district's current trustee area map. Dr. Gobalet and Mr. Taylor answered the following questions from the Board:

- Trustee William Smith asked about redistricting issues/disputes experienced by the Fresno Board of Supervisors.
- President Smith asked if deviations in areas 5 and 7 were because of the previous split.
- Trustee Feaver asked when the Board would be able to see the proposed maps. Mr. Taylor said various draft plans would be presented to the Board and public at the October board meeting.

Public Hearing

President Smith thanked Mr. Taylor, Mr. Welch and Dr. Gobalet for their time and effort and opened the public hearing at 6:22 p.m. Since there was no input from the public, the public hearing was closed at 6:23 p.m.

A motion was made by William Smith and seconded by Isabel Barreras that the Board:

- a) adopt criteria for the development of new trustee area plans, as presented by the district's administration and consultants;
- b) instruct the administration to draft proposed plans consistent with those criteria to present to the Board and public at future hearings; and
- c) set further hearings on new trustee area boundary plans for October 4, November 3, and December 6, 2011.

The motion carried without dissent.

Public Hearing and  
Adoption of 2011-12  
Final Budget  
[11-65]  
Action

Ed Eng thanked the campuses and district office staff for their hard work putting the budget together and presented the budget to the Board of Trustees.

The 2011-12 final budget for the general fund, other funds and accounts, capital outlay projects fund, and Measure E projects fund is presented for Board approval. This budget is based on the 2011-12 state adopted budget passed by the Legislature on June 28, 2011, and signed by the governor on June 30, 2011. The impact of the reductions to the community college system is a net \$290 million reduction in apportionment funding plus an additional \$23 million structural deficit caused by the addition of new colleges, new centers, and restoration adjustments for fiscal years 2009-10 and 2010-11 resulting in a total reduction of \$313 million to the system.

Based on this reduction in funding from the state, the district will receive approximately \$7.7 million less in state funding coupled with

Public Hearing and  
Adoption of 2011-12  
Final Budget  
[11-65]  
Action  
(continued)

additional costs (step and column, utilities, state unemployment insurance, etc.), the district projects a budget shortfall of approximately \$9 million. To balance this budget, administration is recommending using \$4.4 million of general fund reserves and an additional \$0.5 million of lottery reserves. Part of this use of reserves is offset by the payment of restoration funding in 2010-11 of \$3.2 million that was not budgeted.

The budget was developed using the following fiscal assumptions:

- No cost of living adjustment (COLA)
- No growth funding
- Apportionment funding reduction of \$400 million
- \$110 million increase in student fee revenue (increase in fees from \$26 to \$36 per unit)
- Additional \$23 million reduction due to base funding increases over the past two years, but with no additional state support
- No reduction in major state categorical programs

The district's final budget, as submitted to the Board for approval, maintains student access beyond that funded by the state by at least 5%, continued employment of existing permanent employees, and no academic program reductions. There may be additional budget adjustments in December when the director of the CA Department of Finance projects general fund revenues for 2011-12.

Included in the 2011-12 state adopted budget is an optimistic additional \$4 billion of revenues. Several automatic mid-year reductions could transpire should this \$4 billion in general fund revenues not occur. The district will identify any changes and develop with the Board appropriate amendments to the budget should the revenues not meet budget expectations.

By law, the Board of Trustees must review and adopt the State Center Community College District's 2011-12 final budget on or before September 15 of the fiscal year. The district has provided proper public notice of the Board's intent to review and adopt the district 2011-12 final budget on September 6, 2011.

Mr. Eng took the following questions from the Board:

- Mr. Smith asked if there was any good news. Mr. Eng reported the deficit number has come down significantly.
- Mr. Coronado asked how workload reduction relates to FTE.
- Mr. Patterson asked if unfunded retiree expenses were part of the reserve. He also asked for more information to get a better handle on what the district's true reserves are. He also asked

Public Hearing and  
Adoption of 2011-12  
Final Budget  
[11-65]  
Action  
(continued)

what are the differences between the tentative budget and final budget--what has been removed.

- Mr. Nishinaka thanked Mr. Eng for explaining the differences.
- Ms. Smith stated she was thankful for the reserve, and thanked Mr. Eng and his staff for keeping the district above water so the district can continue to serve students and staff.

Public Hearing

President Smith opened the public hearing at 6:45 p.m.

- Bill Turini asked why some line items increased, specifically conference expense (line item 95310). Mr. Eng will get back to him with specifics.
- Audience member #1 asked about reserves being allocated for specific sites/campuses; and asked what if there was a crisis, would reserves be pulled in bad years. Mr. Eng explained about carryovers, incentives to use the money wisely, and noted that how funds are used is up to the campuses. The Board has the option to pull back reserves.
- Audience member #2 asked how the size of the district's reserve compares to other districts across the state. Mr. Eng explained that the reserve depends on how fiscally conservative the Board is. Our Board has been very conservative. Nine districts have had workload reductions and many have had wage concessions, etc. Because we are well managed, we have avoided many of those situations.
- Audience member #3 asked about the district office and district operations budget increases for conference expenses. Dr. Blue noted that some of the expenses in "conferences" are not truly that. It could include accreditation expenses, etc.
- Audience member #4 asked what percentage the reserves represent of the total budget and what guidelines are recommended by the State Chancellor's office. Mr. Eng said approximately 24%, and the state sets a minimum of 5%, but that was set 20-30 years ago before our current budget situation.
- Pat Patterson asked about how the reserve is being defined. Is the true reserve \$41M or \$19M? Mr. Eng said numbers are reported to state, they are gross numbers. There are a number of commitments that have not been addressed that would reduce the fund balance of the reserves. Dr. Blue would like to go into more detail in the planned budget workshop.
- Ms. Barreras spoke in favor of reconsidering sabbatical expenses.
- Audience Member #5 asked about total district expenditures on page 58 of the agenda. It was determined this was part of item 11-102G concerning the Budget Transfers and Adjustments Report.

Public Hearing  
(continued)

President Smith noted that the questions are very good, but there is a time limit. This is one of the cleanest budgets she has seen and Mr. Eng has worked very hard to make sure it was that way. He has uncovered many things and brought them to the Board's attention. The Board has done everything possible to take care of our staff and students and do the right thing with the budget.

Mr. Smith asked if the Board adopts the budget, if anything comes up, such as the issue raised by Ms. Barreras and others, would the Board still be able to amend the budget. By law they must adopt a budget by September 15, but it can always be amended to reflect some of the things that came up today.

Ms. Smith closed the public hearing at 7:18 p.m.

A motion was made by William Smith and seconded by Richard Caglia to adopt the State Center Community College District 2011-12 final budget, as presented. The motion carried by the following vote:

Ayes - 6  
Noes - 1  
Absent - 0

Mr. Patterson would like the record to show he voted no on the tentative budget due to the use of lottery funds and votes no on the final budget. He appreciates the change of the disparity on the reductions of wages, but he still votes no.

Mr. Patterson asked to receive information on the matter of the \$200,000 mentioned in the public hearing. Dr. Blue responded they will follow up on questions raised by Trustee Patterson.

Consideration to  
Authorize Purchase of  
Financial Instrument to  
Fund Retiree  
Settlement Agreement  
[11-66]  
Action

Mr. Smith asked who the retiree was in this matter. Mr. Eng explained that this is for Mr. Luis Sosa, retiree. Mr. Smith also asked what is it costing us now and why didn't the district fulfill its obligation at the time?

A motion was made by Isabel Barreras and seconded by Williams Smith to authorize Edwin Eng, vice chancellor of finance and administration, to purchase an annuity to fund the retiree settlement agreement. The motion carried by the following vote:

Ayes - 6  
Noes - 1  
Absent - 0

Pat Patterson asked that the record reflect that he voted no on this motion.

Consideration to  
Approve Board of  
Trustee 2011-12 Goals  
[11-67]  
Action

President Dottie Smith explained the Board has had an opportunity to review the goals. Pat Patterson asked that the order of the goals be changed to move goal #6 up to the #1 or 2 position. Motion was made by Mr. Patterson, seconded by Mr. Feaver to approve the 2011-12 Board Goals and priority issues to guide the work of the Board and the chancellor. The motion carried without dissent.

Reports of Board  
Members

Christopher Coronado mentioned he attended the League conference in San Francisco and participated in a CCCA event. He also reported on the following events at FCC: Ram Ready for high school students orientation for success; Week of Welcome to help new students navigate campus; the Interclub Council met and produced club rush; ASG is full strength with new senators; and Patriotic Week events.

Ron Nishinaka reported he attended the Welcome Back BBQ at the North Centers, the Police Academy graduation, Reedley Colleges' Meet the Players night, the Scholarship Awards at the Madera Center, FCC Art Hop reception, and he happened to be at the Fresno Air Terminal when the SEED students arrived.

William Smith reported there is a bill pending the governor's signature that addresses bullying of LGBT students. He does not know if it pertains to community colleges, but if it does apply to us, he recommends setting up grievance procedures if students are bullied. He also attended the Health Sciences presentation on new technology and learned what is going on in the health care arena. We are teaching our students some of the cutting edge technology for the RN/dental programs. He commended the dean and teachers for their outstanding work.

Richard Caglia stated he was also very impressed by the Health Science presentation. He noted that Mr. Cantu should showcase this to high school students along with more of the programs and services we offer. He'd like to see the district ramp it up.

Unfinished Business

None

Future Agenda Items

Ron Nishinaka saw a Fresno Bee article that noted most new jobs are in government and farming. He asked for information on what areas of government and agriculture new jobs are in.

Pat Patterson was interested in bicycle theft crime on campus, rapes, assaults, and other crime statistics on campus.

Future Agenda Items  
(continued)

Willie Smith noted the Board used to regularly talk about criminal assaults and student psych issues impacting education.

Isabel Barreras asked for an update on high speed rail, what is planned and what is coming forward. Ms. Smith would like this information to be presented sooner rather than later.

Pat Patterson sits on the Foundation board. Michael Yoshikame, financial consultant who manages the money for the Foundation, has a newsletter. The recent issue came out with information about the relationship between jobs and education of job seekers, changing workforce, necessity for an education. It is important for us as educators to be concerned with those issues.

Delegations, Petitions,  
and Communications

None

Closed Session

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

- A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, pursuant to Government Code Section 54957
- B. CONFERENCE WITH LABOR NEGOTIATOR [SCFT, Full-time Bargaining Unit; SCFT Part-time Bargaining Unit; California School Employees Association Bargaining Unit; and SCCCD Peace Officers Association]: Randy Rowe, Pursuant to Government Code Section 54957.6
- C. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT, Pursuant to Government Code Section 54957;  
Title: Interim Dean of Applied Technology, Fresno City College

Ms. Smith called a recess at 7:45 p.m.

Open Session

The Board moved into open session at 8:55 p.m.

Report of Closed  
Session

Ms. Smith stated there was no discussion of item A, Public Employee Discipline/Dismissal/Release, and the Board gave direction to its chief labor negotiator regarding negotiations with the SCFT full- and part-time bargaining units, CSEA bargaining unit, and SCCCD Peace Officers Association.

Consideration to  
Appoint Interim Dean  
of Instruction, Applied  
Technology, Fresno  
City College  
[11-68]  
Action

A motion was made by Ron Nishinaka and seconded by Richard Caglia to appoint Mr. John Parks as the Interim Dean of Instruction, Applied Technology at Fresno City College with a salary of \$10,000 per month, effective September 7, 2011. The motion carried without dissent.

Adjournment

The meeting was adjourned at 8:56 p.m. by the consent of the Board.

dbm

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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: October 4, 2011

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

ITEM NO. 11-26HR

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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 D, as presented.



ACADEMIC PERSONNEL RECOMMENDATIONS

A. Recommendation to employ for the following persons:

<u>Name</u>	<u>Campus</u>	<u>Class &amp; Step</u>	<u>Salary</u>	<u>Position</u>
Tippins, Kira J.	FCC	59, 1	\$71,709	Director of Financial Aid

(New Hire) (First Contract- October 17, 2011 through June 30, 2012)

B. Recommendation to accept change of status for the following persons:

<u>Name</u>	<u>Campus</u>	<u>Effective Date</u>	<u>Position</u>
Hickman, Katherine A.	FCC	January 5, 2012	Criminology Instructor

(Reduction to part-time employment status prior to retirement per Article XVIII, Section 4 of the SCFT Collective Bargaining Unit Contract)

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

<u>Name</u>	<u>Campus</u>	<u>Effective Date</u>	<u>Position</u>
Main, Terri L.	RC	May 18, 2012	Speech Instructor
Shaw, Sue F.	FCC	April 1, 2012	Foster Care Project Coordinator
Tucker, James M.	FCC	December 23, 2011	Dean of Instruction, Library and Student Learning Support Services
Wosika, Kathleen	FCC	May 18, 2012	Art Instructor

D. Recommendation to accept resignation for the following person:

<u>Name</u>	<u>Campus</u>	<u>Effective Date</u>	<u>Position</u>
Quinn, Deborah	NC	September 21, 2011	Nursing Program Coordinator
Silva, Sonny R.	FCC	September 7, 2011	Interim Director, Financial Aid

(Current Classified Staff)

(Returning back to Classified Position – September 8, 2011)

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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

ITEM NO. 11-27HR

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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 E, as presented.

CLASSIFIED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following persons as probationary:

Name	Location	Classification	Range/Step/Salary	Date
Vue, Pa	FCC	Upward Bound Assistant Position No. 2258	52-A \$3,496.83	09/09/2011

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

Name	Location	Classification	Range/Step/Salary	Date
Barela, Diane	DO	Communications Dispatcher Position No. 1127	44-A \$16.58/hr.	09/19/2011
Alvarez- Tovar, Juan	DO	Groundskeeper I Position No. 1073	43-A \$16.19/hr.	09/20/2011

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

Name	Location	Classification	Range/Step/Salary	Date
Silva, Sonny	FCC	Financial Aid Assistant I Position No. 2445	57-E \$4,801.50	09/08/2011
(Return to regular assignment from personal leave of absence)				
Barthold- McKay, Dori	DO	Executive Secretary to the Chancellor Position No. 1041 to Administrative Secretary I Position No. 1045	61-A(Confidential) \$4,934.17 to 50-E (Confidential) \$4,589.67	09/15/2011
(Return to regular assignment)				
Farrell, Leslie	FCC	Financial Aid Assistant I Position No. 2445 to Office Assistant II Position No. 2346	57-A \$4,050.58 to 41-E \$3,348.75	09/15/2011
(Return to regular assignment)				

Classified Personnel Recommendation

Page 2

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

Name	Location	Classification	Date
Rodriguez, Julie	RC	Office Assistant III - PPT Position No. 3069	09/08/2011
Guerra, Michael	FCC	Vice President of Administrative Services Position No. 2053	10/05/2011

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

Name	Location	Classification	Date
Buck, Stephen	DO	Building Generalist Position No. 1097	09/30/2011
Lyday, Nancy	OC	Office Assistant III Position No. 6001	09/30/2011

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Approve Employment of  
Part-Time Faculty, Fall 2011, Fresno City  
College, Reedley College, and North Centers

ITEM NO. 11-28HR

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EXHIBIT: Listings of Adjunct Faculty, Fall 2011

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Background:

Board Policy 7120 authorizes the district to employ part-time faculty. Attached for Board approval are fall 2011 assignment rosters from Fresno City College, Reedley College, and North Centers.

Recommendation:

It is recommended that Board of Trustees approve employment of part-time faculty for Fresno City College, Reedley College, and North Centers for fall 2011, as presented.

**REEDLEY COLLEGE  
SOUTH CENTERS & NORTH CENTERS  
FALL 2011  
ADJUNCT FACULTY**

**REEDLEY COLLEGE**

Angel, Patricia	CHDEV
Annett, Stephanie	FN
Arnold, Tami	ACCTG
Arredondo, John	PE
Arzola, Juan	POLSCI
Backhaus, Pamela	NAT
Baldwin, Theresa	ART
Barnes, Bryan	AERO
Barrett, Nicholas	COMM
Basiletti, Sarah	MUS
Belcher, Carolyn	OT
Berry, Oma	EH
Blied, James	MATH
Borofka, Debbie	ENGL / COORD
Boyd, Sean	GEOG
Bratcher, Susan	GEOG
Brown, Jodie	AS
Brown, Matthew	NR
Bucher, Frederick	SCI
Buldo, Vanessa	COMM
Byrd, Marie	BA
Cantu, Alicia	DA
Carlsen, Katherine	ASL
Carrillo, Rosalinda	HLTH
Cervantes, Daniel	CRIM
Chalepah, Jan	ENGL
Charles, Joseph	COTR
Chavez, Helen	COMM
Clarkson, ElRay	CRIM
Clifton, Jennifer	MATH
Cooper, Nicole	COMM
Cummings, Tasha	COUN
Deibert, Daniel	BIOL
Dekker, Anita	OT
Delgado, Ruben	MUS
Demichillie, Robert	PE
Driggers, Doris Maria	MUS
Ellis, Lloyd	MUS
Emerzian, Leslie	COTR
Fauvor, Dianna	BA
Festejo, Shirley	PE
Flaming, Leticia	DA
Friesen, Paul	ENGL
Fritz, John	MUS
Gaddy, Garth	MFGT

**REEDLEY COLLEGE  
SOUTH CENTERS & NORTH CENTERS  
FALL 2011  
ADJUNCT FACULTY**

Galicia, Linda	ENGL
Gallegos, Mary	OT
Garza, Laurie	EH
Gaston, Michael	PE
Gonzalez, Laura	CHDEV
Graber-Peters, Jennifer	COMM
Gregory, James	ART
Gustafson, Shirley	PE
Gutierrez, Robert	MATH
Hamilton, Howard	MATH
Hebert, Connie	MATH
Helmey, Rolanda	FN
Heredia, Katie	CHEM
Hicks, Walter	PE
Hirayama, Bryan	COMM
Hodges, Donal	CHEM
Huff, Winifred	ESL
Iraheta, Rene	HLTH
Jimenez, Leonel	CHEM
Johnson, Gary	COUN
Kamerin, Kim	MUS
Kaur, Rajwant	MATH
Kawagoe, Jodi	CHEM
Kerr, Sharon	PE
Kosko, Susan	DA
Krause, Ruth	ENGL
Kron, Terri	DA
Kryder, Paul	MATH
Landon, Kathleen	MATH
LaSalle, Kelly	ENGL
Launer, Linda	HLTH
Lawrence, James	ASL
Lewis, Barry	DEVSER
Lillyman, George	ENGL
Loya, Ralph	AS
Lucas, Brandy	PSY
Luna, Rudy	ART
Lusk, Susan	EDUC
Lyons, Deborah	ENGL
Lyons III, Theodore	ART
MacDonald, Lauren	ART / LITEC
Marcial, Steven	PSY
Mathias, Meredith	CHDEV
McCandliss, David	NR
McFall, Jeff	PE
McKinley, Juanita	DEVSER



**REEDLEY COLLEGE  
SOUTH CENTERS & NORTH CENTERS  
FALL 2011  
ADJUNCT FACULTY**

McLenithan, Susan	ENGL
McLeod, Michael	BA
Meadows, Matthew	NR
Mechem, James	ART
Miller, Randall	HIST
Minova, Angelina	PE
Moffitt, Jane	LING
Monk, Irene	PE
Moreno, George	EH / PLS
Morgan, Jordan	ENGL
Naito, Michael	CHEM
Nash, Carol	ENGL
O'Leary, Lauren	ENGL
Ovando II, Benjamin	ENGL
Painter, Lucy	DEVSER
Park, ChoLin	ART
Perez, Frances	NAT
Person, Ryan	AS
Pollock, Scott	PE
Quiroz, Brenda	PSY
Randall, Timothy	PE
Reimer, Rebecca	MATH
Reinhold, Lucas	AERO
Retamoza Vasquez, Julia	HLTH
Reyna, Kathleen	POLSCI
Ross, Stacy	ENGL
Rudy, Kathleen	COUN
Scarbrough, Poppy	ART
Schwandt, Sara	BIOL
Sheldon, Jack	COTR
Shepherd, Jamie	MATH
Smith, Samuel	POLSCI
Soto, William	BIOL
Stephens, Sean	IS
Striebich, Dean	PLS
Stuntz, Tracy	COMM
Stutsman, Drew	ENGL
Sugimoto, Rachelle	MATH
Tabutol Jr., Maurice	MAG / PLS
Tollefson, Cari	BA
Tomlin, Camille	HIST
Trevino, Rosalva	DA
Unruh, Jean	BIOL
Unruh, Leah	ENGL
Valdez, Esmeralda	ESL
Vang, Sue	COUN

**REEDLEY COLLEGE  
SOUTH CENTERS & NORTH CENTERS  
FALL 2011  
ADJUNCT FACULTY**

Vawter, Elena	ESL
White, Lois	ENGL
Wicks, Ross	MAG
Workman, Penny	DEVSER / OT
Zann, Judith	DA
Zaragoza, Karina	CHDEV
Zook, Steven	MATH

**REEDLEY ONLINE**

Clarkson, ElRay	CRIM
Fauvor, Dianna	MKTG
Jackson, Mary	ART
Record, Linda	ENGL

**REEDLEY COLLEGE  
SOUTH CENTERS & NORTH CENTERS  
FALL 2011  
ADJUNCT FACULTY**

**SOUTH CENTERS**

**DINUBA**

Carothers, Renee	NAT
Elizondo, Javier	BIOL
Festejo, Shirley	PE
Johnson, Morten	HLTH
Kruse, Scott	GEOG

**SANGER**

Endler, Scott	MATH
Froese, Ron	HIST
Guyett, Michael	IS
Hamilton, Howard	MATH
Montemayor, Noemi	ENGL
Patterson, Marc	ART
Peck, Jill	ENGL
Potter, Gary	BIOL
Ruiz, Fausto	SPAN
Shaw, Betty	ASL
Trinidad, Cecil	CHDEV

**SELMA**

Bennetts, Carol	ENGL
Bucher, Frederick	MATH
Chavez, Helen	COMM
Conde, Linda	CHDEV
Eisinger, Jeff	SOC
Ellis, Lloyd	MUS
Guyett, Michael	IS
Kenney, Judith	ENGL
Keoppel, Teresa	ENGL
Pantoja, Joseph	HIST
Rutherford, Robert	MATH
Spicci, Bryon	BIOL

**REEDLEY COLLEGE  
SOUTH CENTERS & NORTH CENTERS  
FALL 2011  
ADJUNCT FACULTY**

**NORTH CENTERS**

**MADERA CENTER**

Ahrabian, Carol	SPAN
Asenjo, Adrienne	LVN
Barile, Stephen	ENGL
Barrett, Nicholas	COMM
Bull, Yolanda	ENGL
Chandra, Geeta	BIOL
Chen, Tung Rei	LVN
Conde, Linda	CHDEV
Dunne, Donnalee	ART
Durbin, Randy	PE
Eisinger, Jeff	SOC
Fjellbo, Janet	COTR / COUN
Flores, Heather	PSY
Gillespie, Velda	FN
Gonzalez, Lydia	CHDEV
Goshgarian, Dee	PE
Hallaway, David	PHOTO
Herling, Rosamond	CHDEV
Hernandez, Efren	ECON
Houk, James	BIOL
Ibarra, Gabriel	ENGL
Isom, Pat	MUS
Jones, Kimberly	OT
Keoppel, Teresa	ENGL
Lionvale, Thomas	PE
Mata, Carmen	SPAN
McKinley, Michael	DEVSER
McQuillen-Follett, Suzette	LVN
Medina, Gloria	OT
Mian, Rifaqat	RN
Motoyasu, Jeffrey	CRIM
Moy, Baldwin	BA / HS
Olgin, Manuel	COUN
Ostoja, Steven	BIOL
Palacio, Diane	RN
Papadakis, Linda	ART
Pehrson, Russell	OT
Petrillose, Charles	IS
Piepmeyer, Jeanette	LVN
Pietrowski, Mary	LVN
Pimentel, Tracey	COTR / COUN
Quinn, Darlene	RN
Salazar, Ruby	ENGL
Schaff, Raymond	IS

**REEDLEY COLLEGE  
SOUTH CENTERS & NORTH CENTERS  
FALL 2011  
ADJUNCT FACULTY**

Scheidt, Shaynon	BIOL
Schwartz Casey, Jenifer	ENGL
Shantz, Belinda	ASL
Sheets, Rebecka	MATH
Silva, Valerie	BIOL
Snipes, Ronnie	BA / COTR
Spadafore, Gail	OT
Springer, Timothy	HIST
Tackett, Patrick	ENGL
Takeda, Michael	ENGL
Tanaleon, Irma	LVN
Taylor, Bradford	BA / STAT
Thiesen, Kurtis	CHEM
Thompson, Sharron	OT
Underwood, Rachelle	OT
Visveshwara, Nicola	RN
Vue, Bao	CHEM
White-Wohlers, Frances	COMM
Wright-Pearson, Mildred	LVN
Yann, Chamroeun	CHDEV

**MADERA ONLINE**

Pehrson, Russell	OT
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**KERMAN CENTER**

Nance, Steven	MUS
Schlotthauer, Kay	MATH
Wright, Joseph	CHDEV

**OAKHURST CENTER**

Booth, Corey	POLSCI
Burgess, Laura	MATH
Cortes, Sandra	SPAN
Ellington, Kanya	CHEM
Flanagan, James	ENGL
Freedman, Marcia	PSY
Gorski, Elizabeth	ENGL
Hammerling, Harry	COTR / IS
Hoffman, Richard	COMM
Humphrey, Patrick	COMM
Isom, Pat	MUS
Jones, Kimberly	OT
Laird, George	PSY
Leitz, Gary	MATH
Loweberg, Donald	MATH
Meinhoff, Michael	COTR

**REEDLEY COLLEGE  
SOUTH CENTERS & NORTH CENTERS  
FALL 2011  
ADJUNCT FACULTY**

Meinhoff, Sharon	PHIL
Pesetski, Larry	HIST
Piper, Michael	IS
Smith, Adam	HLTH / PE
Steffke, Robert	ENGL
Taylor, Anne Marie	HIST
Wallo, Jan	FN
Wilhite, Brian	ART / PHOTO

**OAKHURST WEB**

Flanagan, James	ENGL
Larsen, Daniel	IS
Piper, Michael	IS
Srinivasan, Gita	ECON

**WILLOW INTERNATIONAL CENTER**

Alberti, Danielle	MATH
Andersen, Nicholas	HLTH
Avants, Rebecca	BIOL
Ayers, Willard	IS
Bandy, Beth	CRIM
Barton, Claudia	ENGL
Beverluis, John	PHIL
Bishop, Daniel	MUS
Booth, Corey	POLSCI
Boyle, Christopher	GEOG
Bracamonte, Stephanie	CHDEV
Bradford, Carmen	BA / COTR
Brannon, Colleen	COUN
Brogan, Amy	PE
Bundli, Lisbeth	ACCTG
Burke, Laura	ENGL / LING
Catron, Keith	ASL
Catron, Lisa	ASL
Chooljian, Karen	BIOL
Clegg, Robert	HLTH
Clements, Dennis	HIST
Clerico, Brian	CHEM
Cox, Rogenia	OT
Coyle, Kathryn	ENGL
Cusak, Sandra	ENGL
Daher, Brandon	ENGL
Dean, Geoffrey	MATH
Dent, Aimee	ART
Der Torosian, Jeffery	PHIL
Driggers, Dennis	HIST / POLSCI

**REEDLEY COLLEGE  
SOUTH CENTERS & NORTH CENTERS  
FALL 2011  
ADJUNCT FACULTY**

Driggers, Doris Maria	GERMAN
Duffy, Dennis	PSY
Dunworth, Charles	MATH
Dyer, Kathleen	CHDEV
Eisinger, Jeff	SOC
Fellows, Ingrid	CHEM
Focarazzo, Cathy	ENGL
Freedman, Marcia	CHDEV
Friedland, Steven	POLSCI
Froese, Harold	COTR / EDUC
Garcia, Maria Dolores	SPAN
Garner, Robert	COTR
Garza-Gonzalez, Ana	ENGL
Gejeian, Dave	ENGL
Gillespie, Velda	FN
Giuffrida, Tasha	IS
Gomez-Heitzeberg, Quinn	ART
Gonzalez, Nora	SPAN
Hallaway, David	PHOTO
Hamby, Lisa	ENGL
Hendrixson, Jan	BIOL
Herling, Rosamond	CHDEV
Hernandez, Jonathan	COMM
Holden, Christine	COTR
Hollenbeck, Marcia	MATH
Hubbard, Heather	BIOL
Hughes, Deborah	CHDEV
Humphrey, Patrick	COMM
Ishigaki, Teresa	ENGL
Itskoff, Mary	COTR / EDUC
Itskoff, Ronald	COTR
Jaime, Maria	CHDEV
Jensen, Daniel	MATH
Johnson, Kathy	PSY
Johnson, Phillip	ART
Jones, Christina	COTR
Kaser, Paul	FILM
Katuin, Tammy	IS
Kelly, Monica	COUN
Kidd, William	COTR
Leonard, Dana	BIOL
Lieb Townsend, Emily	GEOG
Long, Stephanie	MATH
Lopez, Chris	ART
Louie, Christopher	CHEM
Luna, Frank	HIST

**REEDLEY COLLEGE  
SOUTH CENTERS & NORTH CENTERS  
FALL 2011  
ADJUNCT FACULTY**

Macias Sanchez, Dora	SPAN
Manfredo, Jeffrey	STAT
Martinez Dominguez, Carlos	IS
Maxwell, Robert	POLSCI
Miko, Kristina	ENGL
Moore, Vernon	GEOL
Nichols, Tanya	ENGL
Nielsen Jr, Willard	SOC
Noricks, Ronald	HIST
Oraze, Roger	MATH
Parker, Paige	MATH
Pattanumotana, Master	ECON
Petrillose, Charles	IS
Poloka, Krystal	BIOL
Querin, Amy	DANCE
Ratkus, Anthony	BA
Ray, Michael	CHEM
Reyna, Kathleen	POLSCI
Roberson, Daniel	COMM
Robinson, Paul	BA
Sarkisian, Tiffany	COMM
Scheidt, Shaynon	BIOL
Schwartz Casey, Jenifer	ENGL
Seibel, Teresa	IS
Sparrow, Courtney	COMM
Springer, Timothy	HIST
Steele Smith, Catherine	ENGL
Steffke, Robert	ENGL
Stephens, Sean	IS
Stevens, Janice	ENGL
Sumner, Tina	POLSCI
Sutterfield, Mark	MATH
Trejo, Gitte	ENGL
Trejo, Joseph	ENGL
Tricic, Lejla	ENGL
Valencia, Carlos	MATH
Van Degrift, Craig	SCI
Varner, Dudley	ANTHRO
Walker, Cindy	PSY
Wall, Josie	MATH
Weatherly, Michael	MATH
Weaver, Lindsey	ART
Weber, Wendy	ENGL
Weibert, Michael	MATH
Welk, Randy	STAT
Wong, Lili	CHIN



**REEDLEY COLLEGE  
SOUTH CENTERS & NORTH CENTERS  
FALL 2011  
ADJUNCT FACULTY**

Yang, Geneven	ART
Yingling, Sunny	FN

**WILLOW INTERNATIONAL ONLINE**

Arnold, Craig	IS
Boyd, Melody	CHDEV
Brar-Mackie, Gurpreet	PSY
Brooks, Johnathan	COMM
Carrigan, Janel	BA
Eichmann, Kelly	FN
Giuffrida, Tosha	IS
Horn, Colleen	HLTH
Remington, Lesley	ECON
Walker, Cindy	PSY

**NORTH CENTER – KERMAN  
FALL 2011  
ADJUNCT FACULTY**

**KERMAN**

Nance,	Steven
Schlotthauer,	Kay
Wright,	Joseph

**NORTH CENTER – MADERA CENTER  
FALL 2011  
ADJUNCT FACULTY**

**MADERA CENTER**

Ahrabian,	Carol
Asenjo,	Adrienne
Barile,	Stephen
Barrett,	Nicholas
Bull,	Yolanda
Chen,	Tung
Dunne,	Donnalee
Durbin,	Randy
Fjellbo,	Janet
Flores,	Heather
Gillespie,	Velda
Gonzalez,	Lydia
Goshgarian,	Dee
Hallaway,	David
Herling,	Rosamond
Hernandez,	Efren
Ibarra,	Gabriel
Isom,	Pat
Jones,	Kimberly
Keoppel,	Teresa
Lionvale,	Thomas
Mata,	Carmen
McKinley,	Michael
McQuillen-Follett,	Suzette
Mian,	Rafaqat
Motoyasu,	Jeffrey
Moy,	Baldwin
Olgin,	Manuel
Ostoja,	Steven
Pehrson,	Russell
Petrillose,	Charles
Piepmeier,	Jeanette
Pietrowski,	Mary
Pimentel,	Tracey

**NORTH CENTER – MADERA CENTER  
FALL 2011  
ADJUNCT FACULTY**

**MADERA CENTER**

Quinn,	Darlene
Rich	Rita
Salazar,	Ruby
Schaff,	Raymond
Scheidt,	Shaynon
Shantz,	Belinda
Sheets,	Rebecka
Silva,	Valerie
Snipes,	Ronnie
Spadafore,	Gail
Springer,	Timothy
Tackett,	Patrick
Takeda,	Michael
Tanaleon,	Irma
Taylor,	Bradford
Thiesen,	Kurtis
Thompson,	Sharron
White-Wohlers,	Frances

**NORTH CENTER – OAKHURST CENTER  
FALL 2011  
ADJUNCT FACULTY**

**OAKHURST CENTER**

Booth,	Corey
Burgess,	Laura
Cortes,	Sandra
Ellington,	Kanya
Flanagan,	James
Freedman,	Marcia
Gorski,	Elizabeth
Hammerling,	Harry
Hoffman,	Richard
Humphrey,	Patrick
Isom,	Pat
Jones,	Kimberly
Laird,	George
Larsen,	Daniel
Leitz,	Gary
Loweberg,	Donald
Meinhoff,	Michael
Meinhoff,	Sharon
Pesetski,	Larry
Piper,	Michael
Smith,	Adam
Srinivasan,	Gita
Steffke,	Robert
Taylor,	Anne
Wallo,	Jan
Wilhite,	Brian

**NORTH CENTER – WILLOW INTERNATIONAL  
FALL 2011  
ADJUNCT FACULTY**

**WILLOW INTERNATIONAL**

Alberti,	Danielle
Andersen,	Nicholas
Arnold,	Craig
Avants,	Rebecca
Ayers,	Willard
Bandy,	Beth
Barton,	Claudia
Beverluis,	John
Bishop,	Daniel
Booth,	Corey
Boyd,	Melody
Boyle,	Christopher
Bracamonte,	Stephanie
Bradford,	Carmen
Brannon,	Colleen
Brar-Mackie,	Gurpreet
Brogan,	Amy
Brooks,	Johnathan
Bundli,	Lisbeth
Burke,	Laura
Carrigan,	Janel
Catron,	Keith
Catron,	Lisa
Chooljian,	Karen
Clegg,	Robert
Clements,	Dennis
Clerico,	Brian
Cox,	Rogenia
Coyle,	Kathryn
Cusak,	Sandra
Daher,	Brandon
Dean,	Geoffrey
Dent,	Aimee
Der	Torosian,

**NORTH CENTER – WILLOW INTERNATIONAL  
FALL 2011  
ADJUNCT FACULTY**

**WILLOW INTERNATIONAL**

Driggers,	Dennis
Driggers,	Doris
Duffy,	Dennis
Dunworth,	Charles
Dyer,	Kathleen
Eichmann,	Kelly
Eisinger,	Jeff
Fellows,	Ingrid
Focarazzo,	Cathy
Freedman,	Marcia
Friedland,	Steven
Froese,	Harold
Garcia,	Maria
Garner,	Robert
Garza-Gonzalez,	Ana
Gejeian,	Dave
Gillespie,	Velda
Giuffrida,	Tosha
Gomez-Heitzeberg,	Quinn
Gonzalez,	Nora
Hallaway,	David
Hamby,	Lisa
Hendrixson,	Jan
Herling,	Rosamond
Hernandez,	Jonathan
Holden,	Christine
Hollenbeck,	Marcia
Horn,	Colleen
Hubbard,	Heather
Hughes,	Deborah
Humphrey,	Patrick
Ishigaki,	Teresa
Itskoff,	Ronald
Itskoff,	Mary

**NORTH CENTER – WILLOW INTERNATIONAL  
FALL 2011  
ADJUNCT FACULTY**

**WILLOW INTERNATIONAL**

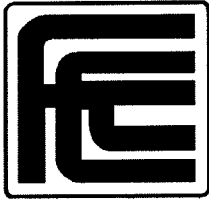
Jaime,	Maria
Jensen,	Daniel
Johnson,	Phillip
Johnson,	Kathy
Jones,	Christina
Kaser,	Paul
Katuin,	Tammy
Kelly,	Monica
Kidd,	William
Leonard,	Dana
Lieb	Townsend,
Long,	Stephanie
Lopez,	Chris
Louie,	Christopher
Luna,	Frank
Macias	Sanchez,
Manfredo,	Jeffrey
Martinez	Dominguez,
Maxwell,	Robert
Miko,	Kristina
Moore,	Vernon
Nichols,	Tanya
Nielsen	Jr,
Noricks,	Ronald
Oraze,	Roger
Parker,	Paige
Pattanumotana,	Master
Patterson,	Teresa
Petrillose,	Charles
Poloka,	Krystal
Querin,	Amy



**NORTH CENTER – WILLOW INTERNATIONAL  
FALL 2011  
ADJUNCT FACULTY**

**WILLOW INTERNATIONAL**

Ratkus,	Anthony
Ray,	Michael
Remington,	Lesley
Reyna,	Kathleen
Roberson,	Daniel
Robinson,	Paul
Sarkisian,	Tiffany
Scheidt,	Shaynon
Schwartz	Casey,
Seibel,	Teresa
Sparrow,	Courtney
Springer,	Timothy
Steele	Smith,
Steffke,	Robert
Stephens,	Sean
Stevens,	Janice
Sumner,	Tina
Sutterfield,	Mark
Trejo,	Joseph
Trejo,	Gitte
Tricic,	Lejla
Valencia,	Carlos
Van	Degrift,
Varner,	Dudley
Walker,	Cindy
Wall,	Josie
Weatherly,	Michael
Weaver,	Lindsey
Weber,	Wendy
Weibert,	Michael
Welk,	Randy
Wong,	Lili
Yang,	Geneven
Yingling,	Sunny



**Fresno City College  
Adjunct Instructors  
Fall 2011**

**Instructor Name**

Adams, Darren  
Adams, Justin  
Adicho, Eileen  
Agbayani, Brian  
Ailanjian, Landon  
Akines, Kawana  
Aksenov, Alexander  
Amaral, Kelli  
Amaro, Arthur  
Andersen, Nicholas  
Anderson, Janice  
Anderson, Lisa  
Andreoni, Lauri  
Aparicio, Sylvia  
Ariola, Jocelyn  
Ashcraft, David  
Attkisson, Susan  
Auble, Sandra  
Au-Yeung, Catherine  
Awad, Rougeh  
Ayers, David  
Ayerza, June  
Azali, Benedictus  
Baca, Marisol  
Baker, Earle  
Baker, Gregory  
Baker, Judy  
Baker, Keith  
Baldrice, Diana  
Ballew, Edward  
Bane, Leigh

**Section Name**

Electrical Systems Technology  
Physical Education  
English As A Second Language  
Linguistics  
History  
Nursing, Registered  
Nursing, Registered  
Mathematics  
Chicano-Latino Studies  
Physical Education  
Work Experience, General  
Anthropology  
Paralegal  
Nursing, Registered  
Nursing, Registered  
Photography  
Nursing, Registered  
Physical Education  
Mathematics  
Nursing, Registered  
Business & Technology  
Medical Assisting  
Physical Education  
English  
Criminology  
Communication  
English As A Second Language  
Applied Technology  
Photography  
Anthropology  
English

Banuelos, Fernando  
Barba, Kathy  
Barkman, David  
Baruela, Danillo  
Beatty, Jeffrey  
Beavers, Jefferson  
Bellis, Brian  
Beltran, Cynthia  
Benas, Rebecca  
Bender, Thomas  
Bennett, Christine  
Berg, John  
Biltz, Cesaria  
Binning, Jeanne  
Bithell, Karen  
Blomquist, Mark  
Boling, Danny  
Bolles-Parmentier, Susan  
Bonander, Paul  
Bone, Timothy  
Bonetto, David  
Boone, Judith  
Boyd, Sean  
Boydstun, Susan  
Boyle, Christopher  
Bragg, Joyce  
Brough, Charles  
Brough, Jennifer  
Brown, Angela  
Bryant, Barrett  
Burnett, Fern  
Burnett, Lynn  
Calandra, Janet  
Callaghan, Cynthia  
Carden, M  
Carrillo, Rudy  
Carter, Brian  
Carter, Gary  
Carvalho, Brenda  
Casner, Paul

Computer Information Technology  
Music  
Photography  
Nursing, Registered  
Accounting  
Journalism  
Physics  
Counseling  
English  
Criminology  
Nursing, Registered  
History  
Nursing, Registered  
Anthropology  
Dance  
Business Administration  
Communication  
Art  
Real Estate  
Business Administration  
Dance  
English  
Geography  
Psychology  
Geography  
Nursing, Registered  
Economics  
Physical Education  
Nursing, Registered  
Decision Science  
Paralegal  
Health Science  
English  
Human Services  
History  
Criminology  
English  
Real Estate  
Mathematics  
Biology

Castro, Paramo  
Ceremello, Gayla  
Chalasani, Usha  
Chapman, Robert  
Chicconi, Michael  
Chisholm, Janet  
Clark, Lisa  
Clark, Rebecca  
Clift, Renee

Cline, Annita  
Colbert, Bryan  
Collier, Aaron  
Collins, Thomas  
Consolatti, Allen  
Cook, Erin  
Cook, James  
Cooksey, Jason  
Corey, Kirsten  
Cortes, Sandra  
Coulter, Brian  
Crooks, Elizabeth  
Cross, David  
DaCosta, Laura  
Dailey, Debby  
Dailey, Jr  
Dalgety, Joan  
De, Klotz  
Decker, Diana  
Delfin, Lynda  
Denis-Arrue, Ricardo  
Derosa-Parola, Debra  
DeSoto, Sylvia  
Diaz, Nicolet  
Diaz, Richard  
Diliddo, Frank  
Discont, Conrad  
Doris, Andrew  
Dunkley, Jennifer  
Dunn, Barbara

Chicano-Latino Studies  
Nursing, Registered  
English As A Second Language  
Computer Aided Manufacturing  
Automotive Technology  
Health Information Technology  
English  
Health Information Technology  
Human Services  
Womens Studies  
Nursing, Registered  
Child Development  
Electrical Systems Technology  
Computer Information Technology  
English  
English  
History  
Graphic Communications  
Paralegal  
Spanish  
Physical Education  
Business & Technology  
Nursing, Registered  
Psychology  
Nursing, Registered  
Human Services  
Medical Assisting  
Business Administration  
Child Development  
Nursing, Registered  
Biology  
Dance  
Business & Technology  
English  
Welding Technology  
Electrical Systems Technology  
English  
Physical Education  
Radiologic Technology  
Work Experience, General

Echeverria-Bis, Olivia  
Edmunds, James  
Eichmann, Kelly  
Eissinger, Michael  
Espinosa, Rosemary  
Evans, Guy  
Ewing, Mary  
Ewing, Therese  
Fagundes, Marc  
Fisher, Christopher  
Fitzgerald, Charmaine  
Flay, Robert  
Flores, Nicole  
Foster, Robert  
Fox, Jim  
Fraleigh, Nancy  
Francis, Onesta  
Frausto, Heredia  
Frazier, Brenda  
Fry, Teddy  
Gabriel, Lucas  
Gallo, Brian  
Garcia, Ruby  
Garcia, Sabrina  
Garza, Yolanda  
Gonzales, Kelly  
Gonzalez, Jr  
Goodson, Cheryl  
Goodwin-Bransford, Luis  
Gorman, Jr  
Greene, Barbara  
Griffiths, Kularb  
Grillo, Gino  
Guadian-Ramirez, Claudia  
Guest, Lawrence  
Guillebeaux, Sharon  
Guyett, Kristin  
Hagen, Susan  
Halderman, Doug  
Halper, Carin

English  
Nursing, Registered  
Foods & Nutrition  
History  
English  
Computer Aided Drafting & Design  
Dental Hygiene  
English  
Nursing, Registered  
Physical Education  
Child Development  
Chemistry  
Physical Education  
Physical Education  
Geography  
Communication  
Physical Education  
Criminology  
Physical Education  
Accounting  
Physical Education  
Architecture  
Chicano-Latino Studies  
Nursing, Registered  
Spanish  
Business & Technology  
Physical Education  
English  
Dental Hygiene  
Construction  
Nursing, Registered  
English As A Second Language  
Construction  
English As A Second Language  
English  
Nursing, Registered  
Nursing, Registered  
English As A Second Language  
Architecture  
English

Hammond, Sue	Physical Education
Hamp, David	Film
Hannan, Kimberlee	English
Hardamon, Cedric	Counseling
Hardcastle, Amy	Child Development
Harris, Debra	Human Services
Hart, Alan	Nursing, Registered
Hart, Brenda	Nursing, Registered
Harvey, Etienne	American Sign Language
Hawkins, Lynn	Physical Education
Hawkins, Timothy	Business Administration
Henkel, Steven	Accounting
Henning, Allen	Nursing, Registered
Heredia, Katie	Chemistry
Hernandez, Nicholas	Political Science
Herrin, Cathryn	Nursing, Registered
Heyne, Jennifer	History
Hickey, Eric	Sociology
Hirasuna, Steven	Human Services
Hoehing, Doug	Psychology
Hoehing, Douglas	Psychology
Hoffman, Glenn	Physical Education
Holden, William	Computer Information Technology
Holmes, Wendy	Biology
Holson, Mary	Nursing, Registered
Hooper, Stefani	English
Hord, John	Music
Howard, Jeanice	Dental Hygiene
Howard, Katsuyo	Japanese
Hubbard, Helen	Nursing, Registered
Hughes, Larry	Child Development
Hurt, Howard	Biology
Ingram, Donavan	English
Ireland, Erika	Food Service Management
Jennings, Earl	Electrical Systems Technology
Jensen, Daniel	Mathematics
Jerkovich, Roger	Photography
Jessie, Mildred	History
Jimenez, Michael	Chicano-Latino Studies
Johnson, Andrea	History

Johnson, Karen	English
Jones, Charles	English
Jones, James	Business & Technology
Jones, Sarah	Computer Information Technology
Jordan, Lynette	English
Jurevich, Gayla	Business Administration
Kabbani, Kathleen	English As A Second Language
Kaiser Clarey, Kathleen	Work Experience, General
Kaiser, Clarey	Work Experience, General
Karimbakas, Spiros	Mathematics
Kelley, Bonnie	Nursing, Registered
Kelso, Walter	Paralegal
Kennedy-Douglas, Jean	Womens Studies
Kesterson, Edward	Graphic Communications
Key, Roger	Natural Science
Kimball, Robert	Business & Technology
Kincade, Cathy	Nursing, Registered
Klein, Annette	American Sign Language
Knaapen, Beatrice	Business & Technology
Koch, Michael	Building Safety & Code Administration
Kosinski, Jeff	Physical Education
Kottachchi, Niranjala	Geology
Kranzler, Jessica	English
Kumano, Ralph	Biology
Lacko, Michael	Construction
	Special Studies, Construction
Lamattina, Sandra	Dental Hygiene
Leal-Quir, Edbertho	Physical Science
Ledezma, Jamie	Political Science
Lee, Bryan	Air Conditioning
Legaspi, Elizabeth	Nursing, Registered
Lesmerises, Daniel	Construction
Lewis, Laurel	Nursing, Registered
Leyba, Kristie	English
Lightfoot-Handy, Brenda	Food Service Management
Liscano, Bernard	Marketing
Liu, Hsiu-Ju	Mathematics
Lizama, Joseph	Music
Lloyd, Dean	Drafting
Locklin, Kerry	Physical Education

Longan, Craig  
 Loop, Steven  
 Lucka, Wojciech  
 Luna, Rudy  
 Luttrell, Katherine  
 Lyons, Rick  
 Maire, Michaela  
 Maki-Dearsan, Nanete  
 Maniquiz, Michael  
 Mann, Li  
 Marchese, Lisa  
 Marsh, Robert  
 Martin, Jeremy  
 Martineau-Gilliam, Vicki  
 Martinez, Jesus  
 Mateo-Laeno, Mary  
 Mattos, Andrew  
 Mattox, Jack  
 McAuliffe, Barbara  
 McCabe, Gail  
 McIlhargey, Patrick  
 McKinley, Michael  
 McLearn, Susan  
 McLenithan, Susan  
 Medhurst, Nigel  
 Medrano, Catherine  
 Medrano, Michael  
 Megerdichian, Edward  
 Meister, Lucielle  
 Mejloumian, Pamela  
 Mendez, Vincent  
  
 Mendoza, Sal  
 Menyhay, Pamela  
 Meyers, David  
 Milhorn, Richard  
 Miller, Courtney  
 Miller, David  
 Miller, Nancy  
 Mimura, Stacielee

History  
 Physical Education  
 Biology  
 Graphic Communications  
 English  
 Physical Education  
 Paralegal  
 Art  
 English  
 Chinese  
 Physical Education  
 Mathematics  
 Journalism  
 Business & Technology  
 Spanish  
 Child Development  
 Physical Education  
 Health Science  
 Paralegal  
 English  
 English As A Second Language  
 Development Services  
 Dental Hygiene  
 English  
 English  
 Chicano-Latino Studies  
 English  
 Mathematics  
 Nursing, Registered  
 Chemistry  
 Art  
 Chicano-Latino Studies  
 Radiologic Technology  
 Nursing, Registered  
 Graphic Communications  
 Photography  
 English  
 Human Services  
 English  
 Communication



Minnis, Dorrick  
Moffitt, Jane  
Mohle, Robert  
Mollo, Constance  
Moreno, George  
Moreno, Janice  
Morisson, Fernando  
Morrice, John  
Morton, Nye  
Motoyasu, Jeffrey  
Mott, Micheal  
Mouanoutoua, Chue  
Mouanoutoua, Vang  
Mullen, Paul  
Munguia, Israel  
Munoz, Sharon  
Musick, William  
Myers, Jennifer  
Myers, Mimi  
Myers, Ralph  
Myers, Timothy  
Nard, Dennis  
Navarro, Diana  
Neal, William  
Nelson, Brian  
Nelson, Cheryl  
Nelson, Thomas  
Newcomb, Joan  
Nguyen, Mimi  
Nichols, Tanya  
Nix, Lawrence  
Norman, Sophia  
North, Erik  
Odom, Janell  
Oeser, Jeffrey  
Okin, Isaac  
Ollila, Mary  
O'Neil, Terrence  
Paniccia, Jenine  
Paplos, Dimitra

Criminology  
English As A Second Language  
Decision Science  
Medical Assisting  
Physical Education  
English  
Manufacturing Mechanics  
Music  
Music  
Criminology  
Nursing, Registered  
Mathematics  
Asian-American Studies  
Paralegal  
Radiologic Technology  
Biology  
Physical Education  
English  
Dental Hygiene  
English  
Biology  
Paralegal  
Health Information Technology  
Mathematics  
Construction  
Business & Technology  
English  
Sociology  
Surgical Technology  
English  
Welding Technology  
English  
Mathematics  
Physical Education  
Economics  
African-American Studies  
Art  
Criminology  
Physical Education  
English As A Second Language

Parker, Anita  
 Parks, John  
 Patterson, Teresa  
 Patton, Michelle  
 Paul, Heather  
 Payne, Catherine  
 Pearson, Vickie  
 Perez, Enid  
 Peterson, Dana  
 Piper, James  
 Pires, Michael  
 Pontius, David  
 Popovich, Cole  
 Porreco, Jana  
 Prandini, Kellen  
 Prelip, Angela  
 Price, Maryellen  
 Puckett, Michael  
 Pulido, Jose  
 Putman, Dale  
 Querin, Amy  
 Quinn, Charles  
  
 Quinn, Jennifer  
 Quinn, Linda  
 Raimondo, Jennifer  
 Raines, William  
 Ralston, Nancy  
 Ramirez, Adrian  
 Ramirez, George  
 Ratkus, Anthony  
 Rayner, Jennifer  
 Redmond, Granville  
 Reid, Pamela  
 Reitz, Cherry  
 Reyes, Samuel  
 Rhoads, Philip  
 Rhodes, Agnes  
 Richardson, Jamie  
 Richmond, Linda

Child Development  
 Air Conditioning  
 Communication  
 English  
 English  
 Art  
 Graphic Communications  
 Chicano-Latino Studies  
 Nursing, Registered  
 English  
 Applied Technology  
 Computer Information Technology  
 Physical Education  
 Dental Hygiene  
 Anthropology  
 Communication  
 Child Development  
 Applied Technology  
 Criminology  
 Applied Technology  
 Dance  
 Communication  
 Theatre Arts  
 Communication  
 Theatre Arts  
 English  
 Art  
 English  
 Business & Technology  
 Music  
 Business Administration  
 Nursing, Registered  
 Counseling  
 Mathematics  
 Nursing, Registered  
 Biology  
 Nursing, Registered  
 Mathematics  
 Respiratory Care  
 Art

Riesenman, John  
Rigby, Kristin  
Riley-Ruiz, Kristine  
Risch, Krystin  
Robinson, Paul  
Rogers, Gary  
Ross, David  
Rowden, Sally  
Russell, Byron  
Saiz, Sallie  
Salazar, Rafael  
Sandersier, Jeffrey  
Sarkisian, Rebecca  
Satterthwaite, Brianna  
Savala, Sylvia  
Schellack, Cherie  
Schirmacher, Joachim  
Schramm, David  
Schroeder, Corey  
Schwendiman, Larry  
Scroggins, Jason  
Sheldon, Bryan  
Sholtis, Beth  
Simpson-Urrutia, Julia  
Skaret, Wayne  
Sloan, Larry  
Small, Jacqueline  
Small, Lily  
Smith, Eileen  
Smith, Elizabeth  
Smith, Ernest  
Snowden, Patrick  
Sobrepena, Salome  
Solwazi, Kehinde  
Sorensen, Christin  
Souplet, Monica  
Spalding, Steven  
Spjute, Aaron  
Staebler, Diane  
Standifer, Delores

Economics  
Communication  
Criminology  
Communication  
Business Administration  
English As A Second Language  
Portuguese  
Child Development  
Graphic Communications  
English  
Architecture  
Music  
Music  
Psychology  
English  
Biology  
Graphic Communications  
Music  
Criminology  
Economics  
English  
Mathematics  
Womens Studies  
English  
Business & Technology  
Industrial Training, CTC  
Computer Aided Drafting & Design  
English  
Nursing, Registered  
English  
Photography  
Art  
Nursing, Registered  
African-American Studies  
Applied Technology  
Child Development  
Mathematics  
Theatre Arts  
Biology  
African-American Studies

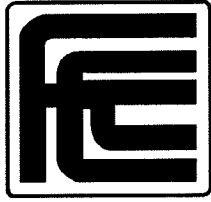
Standridge, Donald  
Staten, Patrick  
Steele, Smith  
Stevens, Mark  
Stogbauer, Kathy  
Styer, Gary  
Sutterfield, Mark  
Swearingen, Elizabeth  
Tademy, Carrie  
Takeda, Michael  
Tamayo, Arturo  
Tarango, Rita  
Tarr, Matthew  
Tatro, Lance  
Taus, Kay  
Taylor, Sevastee  
Tenney, John  
Thiesen, Lorraine  
Thomas, Fred  
Thompson, Britton  
Tikijian, Carol  
Ting, Rosemary  
Tiscareno, Cristal  
Topouzkhianian, Ara  
Tostado, Edward  
Travis, Keith  
Trevino, Julio  
Unzueta, Mark  
Vaca, Jesus  
Van Cleve, Mark  
Vander Platts, William  
Vang, Alee  
Vang, Burlee  
Vang, Soul  
Vasquez, Rojelio  
Vaughn, Brigida  
Verdian, Maria  
Vianello, Arlene  
Villines, Hope  
Vosmera, Michelle

Graphic Communications  
Mathematics  
English  
Physical Education  
Child Development  
Computer Aided Drafting & Design  
Mathematics  
Womens Studies  
Physical Education  
English  
Physical Education  
English As A Second Language  
Building Safety & Code Administration  
Drafting  
Child Development  
French  
Photography  
Communication  
Dental Hygiene  
Food Service Management  
Art  
Computer Information Technology  
Dance  
Armenian  
Criminology  
Physical Education  
English  
Physical Education  
Accounting  
Computer Information Technology  
Business Administration  
Asian-American Studies  
English  
English  
Marketing  
Nursing, Registered  
English  
Dental Hygiene  
Physical Education  
Nursing, Registered

Vue, Bao  
Waddle, Carl  
Wagman, Elizabeth  
Walbeck, Clint  
Walker, Lawrence  
Walker, William  
Wall, Connie  
Wallis, John

Wasemiller, Peter  
Watson, James  
Webster, Erin  
Weinschenk, Franz  
White, Marva  
Wilburn-Villasana, Esther  
Wiles, Gregory  
Williams, Ann  
Wimer, Garrett  
Wingfield, Linda  
Winther-Saxe, Lenna  
Wolfmann, Melissa  
Worrell, Cameron  
Yang, Kao-Ly  
Yang, Shoua  
Young, Carri  
Zschogner, Mark

Physical Science  
Health Information Technology  
Child Development  
Physical Education  
Business Administration  
Computer Information Technology  
English As A Second Language  
Applied Technology  
Manufacturing Mechanics  
Business Administration  
Criminology  
Art  
English  
Dental Hygiene  
Nursing, Registered  
Accounting  
English  
Astronomy  
Nursing, Registered  
Photography  
Music  
Physical Education  
Hmong  
Counseling  
Medical Assisting  
Air Conditioning



**Fresno City College  
Adjunct Instructors  
Police Academy  
Fall 2011**

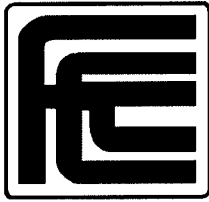
Acosta-Mabrey, Rosalinda  
Acosta-Mabrey, Rosalinda  
Adler, Paul  
Agnew, Michael  
Alberda, Thomas  
Alexander, Matthew  
Anderson, Gregory  
Arendt, James  
Avila, Edward  
Baker, Earle  
Bandy, Beth  
Baxter, Geary  
Bennink, Hendrikus  
Bessinger, Drew  
Boland, Eugene  
Bradford, David  
Brand, Michael  
Bray Jr, Mark  
Burgamy, Teresa  
Burks, Troy  
Burnett, Lynn  
Button, Lynn  
Caporale, Philip  
Cardinale, Dean  
Carrillo, Rudy  
Cervantes, Daniel  
Cheney, Scot  
Cooney, Neal  
Cotter, Lee  
Craig, Rodney  
Cruise, Harold  
Cruz, Rayann

Dadian, Neil  
Davenport, Dennis  
Desmond, Christopher  
Dewall, Anthony  
Dooley III, William  
Dooley, Ricki  
Downing, Clifford  
Downing, Craig  
Downing, Melissa  
Doyle, Michael  
Dunn, Jeffrey  
Eberhard, Gary  
Erwin, Shawn  
Esmay, Scot  
Esmay, William  
Estrada, Renea  
Fam, Mark  
Farrah, Burke  
Fief, Gary  
Field Jr, Frederick  
Fillman, Benjamin  
Fleischmann Jr., Nicholas  
Flores, Sherree  
Frascona, Vincent  
Frost, Thomas  
Fuller, Zebedee  
Gaines, Jaimy  
Gaines, Richard  
Gamoian, Lisa  
Garza, Jose  
Gates, Vaughn  
Gines, Ramon

Gomez, Joseph  
Green, Daryl  
Greening, Roger  
Grove, Lori  
Grove, Michael  
Grove, William  
Gularte, Gregory  
Haas, Douglas  
Haynes, Lorine  
Henkle, Charles  
Herrera, Cruz  
Herring III, Jesse  
Herzog, Marilyn  
Herzog, Timothy  
Hibbens, Darrell  
Hickman, Kevin  
Hustedde, Lawrence  
Jacobo Jr., Henry  
Jimenez, Jimmy  
Johnson, Dwayne  
Joseph, Mary  
Kader, Philip  
Kaelble, Afreen  
Katz, Kenneth  
Kaundart, Earl  
Keeney, Mark  
Kennedy, Rodney  
Kilby, Steve  
Klose, Thomas  
Kurtze, David  
Lamm, Daniel  
Louviere, Richard

Lusk, James  
Maier, John  
Martin, Tami  
Martinez, Robert  
Matsuzaki, Kent  
Mayo, Edward  
McAnulty, Laurie  
McComas, Stephen  
McFadden, Matthew  
McKinney, Rosanna  
Mechem, Timothy  
Mitchell, Marla  
Moore, Robert  
Moore, Scott  
Mosier, Michael  
Motoyasu, Jeffrey  
Nation, William  
Oh, Patrick  
Owen, Richard  
Payn, Scott  
Peirsol II, Gilbert  
Pendley, Kevin  
Perez, Gilbert  
Perry, Dwight  
Pino, Jon  
Pino, Jon  
Planas, Edward  
Rackley, Ronnie  
Reese, Douglas  
Robinson, Jeffery  
Rossetti, James  
Rowe, Thomas  
Royal, Randy  
Ruiz, David  
Sanchez, Martin  
Schmidt, Eric  
Schneider, Terry  
Scholl, Michael  
Scroggins, Brett  
Selecky, David  
Sellai, Diana  
Sepeda, Lorraine

Sherman, Leonard  
Sherrow, Robert  
Shumate, Harold  
Silva, Manuel  
Sloan, Michalanne  
Smith, David  
Smith, Joseph  
Smith, Michael  
Solis, Susan  
Stalker, Brent  
Stark, Linda  
Stumpf, Judith  
Taylor, James  
Thompson, Mark  
Tilley, John  
Torosian, Marvin  
Tracy Jr, Vernon  
Tushnet, Geoffery  
Villemin, Douglas  
Ward, William  
Watson, James  
Webster, Nicholas  
White, Debra  
Wilkins, Stephen  
Williams, Diane  
Wong, Mervin

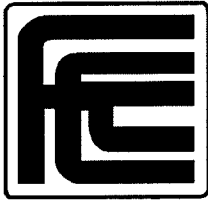


**Fresno City College  
Adjunct Instructors  
Fire Academy  
Fall 2011**

Acuna, David  
Acuna, David R  
Baker, Earle R  
Banta, Donald J  
Baxter, Geary  
Becker, Debra  
Bentley, Christine  
Binaski, John  
Brown, Jonathan  
Brubaker, Ryan  
Cadigan, Richard  
Cary, Neil  
Cope, Thomas  
Damico, James  
Davis, James  
Davis, Michael  
Ekk, Christopher  
French, Lawrence  
Fultz, Richard  
Garza, Hector  
Gerking,  
Christopher  
Gilman, Kenneth  
Gonzales, Danny  
Guice, Daniel  
Harold, Kirk  
Herzog, Marilyn  
Hicks, H. D.  
King, Christopher  
Koontz, Robert  
Krippner, Virginia  
Lakela, Rick

Leigh Jr., John  
Long, Alex  
Long, Cameron  
Lum, Richard  
Macalpine, Donald  
Martinez, Mark  
McCamey, Jennifer  
Michaels, Ryan  
Miller, Alan  
Moore, Justin  
Nelson, John  
Nevarez, Luis  
Nunn, Derek  
Perkins, Daniel  
Pogue, Richard  
Robinson, Antonio  
Rogers, Edward  
Rowe, Deborah  
Slater, Gerald  
Starkey, Gerard  
Stemler, James  
Sulenta, David  
Sutton, Donald  
Torosian, Brian  
Young, Jeffrey





**Fresno City College  
Non-Instructional  
Adjunct Instructors  
Fall 2011**

<b><u>Instructor Name</u></b>	<b><u>Assignment</u></b>
Barrett, Denise	Counselor
Bailey, Charles	Counselor
Braddock, Karen	Coordinator
Bithell, Kara	IDEA Lab
Cheney, Paul	Dentist
Claassen, Janet	Librarian
Contreras, Evelia	Counselor
Davies, Carol	Coordinator
Dias, Tammy	Counselor
Derosa-Parola, Debra	IDEA Lab
Doumanian, Raymond	Dentist
Edwards, Marie	Counselor
Fief, Gary	Police Academy
Gallardo, Araceli	Counselor
Glassman, Linda	Dentist
Glover, Tamara	Coordinator
Gonzalez, Laura	Tutorial
Hanson, Audry	Librarian
Johnson, Chandra	Tutorial
Kennedy-Lewis, Keri	Counselor
Kessey, Kristin	IDEA Lab
Lourido-Ali, Monica	Dentist
Lund, Edward	Art Space Gallery Curator
Martin, Tami	Police Academy
Midcalf, Nancy	Coordinator
Morton, Nye	IDEA Lab
Murray, Paulette	Counselor
Newman, Ilene	Counselor
Olgin, Manuel	Counselor
Orlando, Mary	Coordinator
Parker, Paige	Tutorial
Partoviamin, Soheil	Tutorial
Piland, Kurt	Counselor

Pino, Jon  
Pirl, David  
Planas, Edward  
Pondexter, Patricia  
Querin, Amy  
Quintana, Nicolas  
Ramirez, Deanna  
Rivera, Blanca  
Sarkisian, Rebecca  
Seely, Andrew  
Shadrick, Jessica  
Silva, Cheryl  
Silver, Marc  
Squier-Beem, Nanci  
Taylor, Shuntay  
Thepphavong, Kami  
Thomas, Jose  
Thurber, Edward  
Torosian, Marvin  
Tracy, Vernon  
Valdivia, Gloria  
Villarreal, Teofila  
Vue, Bao  
Zamorano, Antoinette

Police Academy  
Art Space Gallery Perparador  
Police Academy  
Librarian  
IDEA Lab  
Tutorial  
Coordinator  
Counselor  
IDEA Lab  
IDEA Lab  
Tutorial  
Coordinator  
Coordinator  
Tutorial  
Counselor  
Counselor  
Tutorial  
Tutorial  
Police Academy  
Police Academy  
Counselor  
Coordinator  
Coordinator  
Counselor

**Student Services Adjunct Faculty 2011-2012**

Albright, Linda (Health Services)	Kent, Mark (Psych Services, Intern)
Annett, Stephanie (Health Services)	Kincheloe, Carolyn
Anderson, Janice (WkExp)	Kostin, Nadezhba
Arakelian, Charlotte	Lynes, Julie
Bayer, Pat	Manock, Doris
Beltran, Cynthia	Murillo, Rosa
Cabezas, Anna (Psych Services, Intern)	Pardue, Mary Ellen
Dunn, Barbara (WkExp)	Pavich, Mike
Fuller, Pauline (WkExp)	Radtke, Roger
Gallardo, Araceli (CaWORKs)	Redmond, Granville
Garabedian, Jodie	Reposo, Mario
Gorrie, Malloree (Psych Services, Intern)	Romeo, Donica (Psych Services, Intern)
Hardamon, Cedric	Silva, Sonny (Financial Aid)
Hernandez, Lily	Stock, Rose
Houghton, Gareth (Psych Services)	Thepphavong, Kami (CaWORKs)
Houtzer, Eileen (Psych Services, Intern)	Vasquez, Guadalupe (Psych Services)
Huber, Thomas (Psych Services, Post-Intern Fellow)	Velasquez, Leah
Kaiser-Clarey, Kathleen (WkExp)	Yang, Shoua
	Zubiri, Manuel Rosales

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Review of District Warrants and Checks

ITEM NO. 11-114G

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EXHIBIT: None

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Recommendation:

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

<u>Account:</u>	<u>Amount:</u>	<u>For the Period of:</u>
District	\$ 13,369,615.30	August 22, 2011 to September 19,2011
Fresno City College Bookstore	403,791.27	August 23, 2011 to September 14, 2011
Reedley College Bookstore	387,061.31	August 23, 2011 to September 14, 2011
Fresno City College Co-Curricular	98,703.09	August 23, 2011 to September 14, 2011
Reedley College Co-Curricular	90,394.08	August 23, 2011 to September 14, 2011
Total:	<u>\$ 14,349,565.05</u>	

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Appoint Committee  
Members to the Measure E Citizens'  
Bond Oversight Committee

ITEM NO. 11-115G

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EXHIBIT: None

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Background:

With the passage of Measure E in November 2002, State Center Community College District established a Citizens' Bond Oversight Committee as required under law (Local School Construction Bond Act of 2000), and in 2003 the Board of Trustees adopted the Citizens' Bond Oversight Committee bylaws. The bylaws allow for members of the committee to serve up to two consecutive two-year terms.

At the September 6, 2011, Board of Trustees meeting, the Board approved two candidates to fill two of the three vacant positions on the Citizen's Bond Oversight Committee. Unfortunately, it has been determined one of the approved candidates, Mr. Les Kimber, is not eligible for the position since he conducts business with the district, which is a disqualifier according to the bylaws governing the committee. Mr. Kimber has been notified of this conflict.

It is the recommendation of the administration to appoint Rebecca Malmo and Janet Hinesly as community members at large and Fred Ketchum as a member representing senior citizen's organizations for two-year terms ending June 30, 2013. The maximum membership in the Citizen's Bond Oversight Committee may be flexible but must consist of at least seven members representing specific interest groups in the community. If members of the Board wish to nominate a committee member, they may do so by contacting Vice Chancellor Ed Eng, who will follow through on recommendations.

Recommendation:

It is recommended the Board of Trustees appoint Rebecca Malmo and Janet Hinesly as community members at large and Fred Ketchum as a member representing senior citizen's organizations to serve on the Measure E Citizens' Bond Oversight Committee through June 30, 2013.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

SUBJECT: Consideration to Approve Agreements for  
 Technology Purchases, Districtwide

ITEM NO. 11- 116G

EXHIBIT: None

Background:

With pending computer and telephone network upgrades and various on-going instructional program needs, it is necessary to procure data communication technology in support of our facilities and programs. Our technology standardization program, guided by the campus technology directors and district I.S. support staff, has identified Juniper Networks, Inc., as a technology manufacturer to support the functions and facilities of the district networks. Juniper Networks delivers open-source, high-performance network technology at a lower cost than comparable technology manufacturers. Network switches from Juniper Networks can be used to expand and enhance our current data networks and are completely compatible with our network topology and design.

Purchase of Juniper Network equipment is available through publicly bid cooperative/piggyback agreements. The Board has historically approved the use of cooperative purchasing agreements to allow for a streamlined and cost effective procurement of standardized technology under competitively bid terms and conditions. In keeping with this practice, the administration is requesting approval of several cooperative purchasing agreements that will supplement and support existing network technology throughout the district. The utilization of these cooperative agreements does not preclude the use of other technology manufacturers and procurement methods. Funding for purchases against these agreements will be from previously approved general fund and categorical budgets.

Listed below are two contracts that allow for the purchase of Juniper Networks, Inc. data communication technology at competitively bid prices that support, maintain and expand the network infrastructure needs of the district:

<b>Contract</b>	<b>Vendor</b>	<b>Manufacturer</b>	<b>Items</b>
Western States Contracting Alliance Contract 7-08-70-12	Sacramento Technology Group		
National Joint Powers Alliance Contract #111309-CDW	CDW-G	Juniper Networks	Data communication technology equipment (switches, routers)

Recommendation:

It is recommended the Board of Trustees:

- a) approve participation in Western States Contracting Alliance (WSCA) Contract 7-08-70-12 and National Joint Powers Alliance (NJPA) Contract 111309-CDW for Data Communication Technology; and
- b) authorize purchase orders to be issued against these cooperative agreements for the purchase of approved technology items, as may be needed districtwide.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Authorize Agreement  
with the California Community Colleges  
Chancellor's Office for Enrollment Growth  
and Retention for the Associate Degree Nursing  
Programs, Madera Center

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ITEM NO. 11-117G

EXHIBIT: None

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Background:

The district received a grant from the California Community Colleges Chancellor's Office to fund enrollment growth and retention for the Madera Center June nursing program. The grant will be used to continue expanded enrollment of the existing associate degree nursing program by creating pre-entry plans to improve skill sets prior to beginning the program, additional support during the program, and receive assistance preparing for the National Council Licensure Exam at the completion of the program. The grant agreement is for the period June 1, 2011, through June 30, 2012, with funding in the amount of \$101,087.

Recommendation:

It is recommended the Board of Trustees:

- a) authorize the district, on behalf of the Madera Center, to enter into a grant agreement with the California Community Colleges Chancellor's Office for enrollment growth and retention for associate degree nursing programs for the period June 1, 2011, through June 30, 2012, with funding in the amount of \$101,087;
- b) authorize renewal of the agreement with similar terms and conditions; and
- c) authorize the chancellor, or vice chancellor, finance and administration, to sign the agreement on behalf of the district.



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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Authorize Agreement  
with the County of Fresno for CalWORKs  
Program Services, Districtwide

ITEM NO. 11-118G

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EXHIBIT: None

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Background:

On behalf of Fresno City College, Reedley College and the North Centers, the district is requesting, the authorization to enter into an agreement with the County of Fresno to provide educational counseling services and training programs to county-referred CalWORKs individuals placed into a degree and/or short-term vocational training program. Additionally, classes are available to CalWORKs students to assist them in obtaining soft skills. The CalWORKs participants to receive services will be identified and referred by Fresno County's Department of Social Services. The agreement, in the amount of \$400,000, is for the period September 1, 2011, through August 31, 2012.

Recommendation:

It is recommended the Board of Trustees:

- a) authorize the district to enter into an agreement with the County of Fresno to provide educational counseling services and training programs to county-referred CalWORKs individuals for the period September 1, 2011, through August 31, 2012, with funding in the amount of \$400,000;
- b) authorize renewal of the agreement with similar terms and conditions; and
- c) authorize the chancellor or vice chancellor, finance and administration, to sign the agreement on behalf of the district.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Adopt Resolution Authorizing Agreement with the California Department of Education for Child and Adult Care Food Program Healthy and Active Preschoolers Web Site, Fresno City College

ITEM NO. 11-119G

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EXHIBIT: Resolution

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Background:

The California Professional Nutrition Education and Training (Cal-Pro-NET) Center at Fresno City College develops and provides specialized instructional programs for child and adult nutrition personnel at the production, supervisory, and administrative levels. The California Department of Education Nutrition Services Division is providing funding for online training of the Child and Adult Care Food Program (CACFP) courses. This agreement is for the period July 1, 2011, through June 30, 2012, with funding in the amount of \$81,000.

Recommendation:

It is recommended the Board of Trustees:

- a) adopt resolution no. 2011-21 authorizing the agreement between the California Department of Education Nutrition Services Division and the district, on behalf of the Fresno City College Cal-Pro-NET Center, for elective online training for the period July 1, 2011, through June 30, 2012, with funding in the amount of \$81,000;
- 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.

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

In the Matter of Authorizing Agreement with )  
California Department of Education for Child )  
Adult Care Food Program (CACFP) Healthy )  
and Active Preschoolers Web Site, FCC )

**RESOLUTION NO. 2011-21**

**WHEREAS**, the California Professional Nutrition Education and Training Center at Fresno City College develops and provides specialized instructional programs for the child and adult nutrition personnel at the production, supervisory, and administrative levels.

**WHEREAS**, the California Department of Education, Nutrition Services Division, is providing funding for online training of the Child and Adult Care Food Program courses.

**WHEREAS**, the agreement is for the period July 1, 2011, through June 30, 2012, with funding in the amount of \$81,000.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Trustees of the State Center Community College District hereby adopts resolution no. 2011-21 authorizing the agreement between the California Department of Education, Nutrition Services Division, and the district, on behalf of the Fresno City College Cal-Pro-NET Center, for elective online training for the period of July 1, 2011, through June 30, 2012, with funding in the amount of \$81,000;

**IT IS FURTHER RESOLVED**, The Board of Trustees of the State Center Community College District authorizes renewal of the agreement with similar terms and conditions; and

**IT IS FURTHER RESOLVED**, the district's chancellor and vice chancellor, finance and administration, are authorized to sign the agreement on behalf of the district

\*\*\*\*\*

The foregoing resolution was adopted by unanimous vote of the Board of Trustees of the State Center Community College District at a regular meeting of the Board held on October 4, 2011.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Accept Grant from the  
U.S. Department of Education for a  
Science Technology Engineering Math  
Improvement Project, Reedley College

ITEM NO. 11-120G

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EXHIBIT: None

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Background:

The district has been notified by the U.S. Department of Education that Reedley College has been approved for funding of a Science, Technology, Engineering, and Mathematics (STEM) Improvement Project grant through the College Cost Reduction and Access Act. The STEM project was developed to encourage Hispanic, low-income, and potential first-generation college students to major in and earn degrees in STEM-related fields. Project goals are to increase success rates in math, science, and engineering, and to expand to include forestry, manufacturing, and agricultural courses and prerequisites; increase the number of target students transferring and earning degrees in STEM fields; and increase the number of articulated classes and transfer pathways in STEM-related fields. The grant award is for the five-year period from October 1, 2011, through September 30, 2016, with total funding in the amount of \$4.35 million (\$870,000 for each year).

Recommendation:

It is recommended the Board of Trustees:

- a) authorize the district, on behalf of Reedley College, to accept the Science Technology Engineering Math (STEM) Improvement Project grant from the U.S. Department of Education for the five-year period from October 1, 2011, through September 30, 2016, with total funding in the amount of \$4.35 million;
- b) authorize renewal of the grant with similar terms and conditions; and
- c) authorize the chancellor or vice chancellor, finance and administration, to sign grant-related documents on behalf of the district.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Adopt 2012-13 and 2013-14  
Instructional Calendars for Fresno City College,  
Reedley College and North Centers

ITEM NO. 11-121G

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EXHIBIT: Proposed 2012-2013 and 2013-2014 Calendars

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Background:

The proposed 2012-2013 and 2013-2014 instructional calendars were developed with identical schedules for the colleges and centers for the fall/spring semesters and summer sessions, as has been done in the past.

In accordance with current District/Federation contracts, the calendars provide for one flex day per semester.

Recommendation:

It is recommended that the Board of Trustees adopt the 2012-2013 and 2013-2014 instructional calendars for Fresno City College, Reedley College and North Centers.



## Instructional Calendar 2012-2013

**FRESNO CITY COLLEGE • REEDLEY COLLEGE • NORTH CENTERS**

### Fall 2012 Semester

August 9	(Th)	Faculty duty day [no classes held]
August 10	(F)	Flex Day
August 13	(M)	Instruction begins
September 3	(M)	Labor Day
November 12	(M)	Veterans Day
November 22 & 23	(Th, F)	Thanksgiving holidays
December 14	(F)	End of fall semester

Break: December 17, 2012 – January 2, 2013

### Spring 2013 Semester

January 3	(Th)	Faculty duty day [no classes held]
January 4	(F)	Flex Day
January 7	(M)	Instruction begins
January 21	(M)	Martin Luther King, Jr. Day observance
February 15	(F)	Lincoln Day observance
February 18	(M)	Washington Day observance
March 25 - 29	(M-F)	Spring recess [classes reconvene April 1]
May 17	(F)	End of spring semester/commencement



## Instructional Calendar

**FRESNO CITY COLLEGE • REEDLEY COLLEGE • NORTH CENTERS**

### Summer Session 2013

May 27	(M)	Memorial Day
May 28	(T)	Start of 4-week* and 10-week sessions
June 10	(M)	Start of 8-week sessions
June 17	(M)	Start of 6-week
June 21	(F)	End of 4-week session*
July 4	(Th)	Independence Day
July 26	(F)	End of 6-week session
August 2	(F)	End of 8- and 10-week sessions

*\*Tentative dates for a four week summer session.*



## Classified and Management \* Holiday Calendar 2012-2013

July 4, 2012	(W)	Independence Day
September 3, 2012	(M)	Labor Day
November 22, 2012	(Th)	Thanksgiving Day
November 23, 2012*	(F)	In lieu holiday
December 25, 2012	(T)	Christmas
December 26, 27 and 28, 2012**	(W, Th, F)	Negotiated holidays
December 31, 2012*	(M)	In lieu holiday
January 1, 2013	(T)	New Year's Day
January 21, 2013	(M)	Martin Luther King, Jr. Day
February 15, 2013	(F)	Lincoln Day
February 18, 2013	(M)	Washington Day
March 29, 2013**	(F)	Spring holiday
May 27, 2013	(M)	Memorial Day

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Total: 15 holidays

\* In lieu holidays per California Education Code Sections 88205, 88205.5 (Veterans Day and Admission Day).

\*\* New probationary employees who are part of the Classified Bargaining Unit are not entitled to negotiated holidays per contract (with the exception of police officers who are eligible beginning with the seventh month of employment).





## Instructional Calendar 2013-2014

**FRESNO CITY COLLEGE • REEDLEY COLLEGE • NORTH CENTERS**

### Fall 2013 Semester

August 8	(Th)	Faculty duty day [no classes held]
August 9	(F)	Flex Day
August 12	(M)	Instruction begins
September 2	(M)	Labor Day
November 11	(M)	Veterans Day
November 28 & 29	(Th, F)	Thanksgiving holidays
December 13	(F)	End of fall semester

Break: December 16, 2013 – January 1, 2014

### Spring 2014 Semester

January 2	(Th)	Faculty duty day [no classes held]
January 3	(F)	Flex Day
January 6	(M)	Instruction begins
January 20	(M)	Martin Luther King, Jr. Day observance
February 14	(F)	Lincoln Day observance
February 17	(M)	Washington Day observance
April 14 - 18	(M-F)	Spring recess [classes reconvene April 21]
May 16	(F)	End of spring semester/commencement



## Instructional Calendar

**FRESNO CITY COLLEGE • REEDLEY COLLEGE • NORTH CENTERS**

### Summer Session 2014

May 26	(M)	Memorial Day
May 27	(T)	Start of 4-week* and 10-week sessions
June 9	(M)	Start of 8-week sessions
June 16	(M)	Start of 6-week
June 20	(F)	End of 4-week session*
July 4	(F)	Independence Day
July 25	(F)	End of 6-week session
August 1	(F)	End of 8- and 10-week sessions

*\*Tentative dates for a four week summer session.*



## Classified and Management \* Holiday Calendar 2013-2014

July 4, 2013	(Th)	Independence Day
September 2, 2013	(M)	Labor Day
November 28, 2013	(Th)	Thanksgiving Day
November 29, 2013*	(F)	In lieu holiday
December 25, 2013	(W)	Christmas
December 26, 27 and 30, 2013**	(Th, F, M)	Negotiated holidays
December 31, 2013*	(T)	In lieu holiday
January 1, 2014	(W)	New Year's Day
January 20, 2014	(M)	Martin Luther King, Jr. Day
February 14, 2014	(F)	Lincoln Day
February 17, 2014	(M)	Washington Day
April 18, 2014**	(F)	Spring holiday
May 26, 2014	(M)	Memorial Day

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Total: 15 holidays

\* In lieu holidays per California Education Code Sections 88205, 88205.5 (Veterans Day and Admission Day).

\*\* New probationary employees who are part of the Classified Bargaining Unit are not entitled to negotiated holidays per contract (with the exception of police officers who are eligible beginning with the seventh month of employment).

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Approve Out-of-State  
Travel for Business Students, Fresno City  
College, Reedley College and North Centers

ITEM NO. 11-122G

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EXHIBIT: None

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Background:

Fresno City College, Reedley College, Madera Center and Willow International Center are seeking Board authorization for approximately 30-40 business students to attend the 2011 National Collegiate Entrepreneurs' Organization (CEO) Conference held October 27-29, 2011, in Fort Worth, Texas. At the conference the students will listen to nationally recognized entrepreneurs deliver addresses on various aspects of the entrepreneurial process; participate in breakout sessions, elevator pitch competitions, and chapter award competitions. Students will depart October 26 and return on October 29. The advisors accompanying the students will be Marianne Dunklin, Eric Nasalroad, Tamara Epperson, and Matthew Alanis.

The Lyles Center for Innovation and Entrepreneurship (LCIE) at Fresno State is providing three stipends of \$350 each to students from the four named colleges and centers. The remaining costs of the trip will be paid by students or through funds raised through CEO business and fundraising activities. No district funds will be used to fund travel for students or faculty.

SCCCD student attendance at the CEO conference is a requirement of the Lyles Center Coleman Foundation grant, which has the goal of building the Community College Entrepreneurial Pathway, a collaboration among 11 community colleges and CSU, Fresno and the LCIE. SCCC is committed to taking 30 district students between the four colleges and centers. Faculty participation is also a requirement of the grant and is paid for by a stipend through the LCIE.

Recommendation:

It is recommended that the Board of Trustees approve out-of-state travel for approximately 30-40 Fresno City College, Reedley College, Madera Center and Willow International Center business students to attend the CEO annual conference in Fort Worth, Texas, from October 27-29, 2011, with the understanding that the trip will be financed without requiring expenditures of district funds.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Approve Out-of-State  
Travel for Phi Theta Kappa Students,  
Fresno City College

ITEM NO. 11-123G

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EXHIBIT: None

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Background:

Fresno City College is seeking Board authorization for approximately seven Phi Theta Kappa students to attend the Phi Theta Kappa 2011 Leadership Conference in Reno, Nevada, from October 14-16, 2011. Phi Theta Kappa (PTK) is an international honors organization with a local chapter at the Fresno City College campus. Through membership in PTK students engage in both intellectual activities (discussions, debates, presentations) and community service.

The conference offers opportunities for student members to learn valuable leadership skills that will help them in their future academic endeavors and careers, and will provide students with strategies to strengthen the local chapter and to make connections with other chapters in the region for future collaboration on projects. In addition, students will participate in educational British style debates related to the National Phi Theta Kappa study topic, "The Democratization of Media in the 21<sup>st</sup> Century." Students have been researching and studying this topic for the past year, and participation in the debates and breakout sessions will allow them to both expand and focus their understanding of the topic.

Funding for conference registration, travel and accommodations will be allocated from the Fresno City College PTK club SCCC Foundation account. Club co-advisor, Susana Sosa, will drive students to the conference in a mini-van.

Recommendation:

It is recommended that the Board of Trustees approve out-of-state travel for approximately seven Fresno City College Phi Theta Kappa students to attend the 2011 Leadership Conference October 14-16, 2011, in Reno, Nevada, with the understanding that the trip will be financed without requiring expenditures of district funds.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Approve Out-of-State Travel  
for Men's Tennis Team, Fresno City College

ITEM NO. 11-124G

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EXHIBIT: None

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Background

The Fresno City College men's tennis team is asking the Board to approve out-of-state travel for three qualifying students to participate in the National Wilson/ITA Tennis Tournament in Mobile, Alabama, from October 13-16, 2011. This tournament is sanctioned by the CCCAA (California Community College Athletic Association), Bylaw 3.17.2 F. The tournament is held annually and is the only national tournament held for CCCAA, junior colleges and four-year Division II, III, and NAIA colleges. In order to participate in this tournament, players must qualify from the regional tournament held earlier in Santa Rosa, California.

Tennis coach Steve Loop will accompany the students and they will fly out on October 12 and return on October 15 or 16, depending on how far they go in the tournament. No district funds will be used for student travel costs.

Recommendation

It is recommended that the Board approve out-of-state travel for the students qualifying to compete in the national tournament from October 13-16, 2011, in Mobile, Alabama, with the understanding that the trip will be financed without requiring expenditures of district funds.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT:    Consideration to Approve Travel for WUSATA    ITEM NO. 11-125G  
              India Outbound Trade Mission, Center for  
              International Trade Development

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EXHIBIT:    None

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Background:

Alicia Rios, coordinator with the Center for International Trade Development (CITD), is scheduled to lead the Western United States Agricultural Trade Association's (WUSATA) India Outbound Trade Mission. All outbound trade missions are part of the scope of work for the CITD's Ag HUB, specialty crop block grant, and memorandum of agreement with the California Department of Food and Agriculture, as approved by the Board.

Ms. Rios will lead a trade mission of seven exporters to India, October 29 – November 5, 2011, in accordance with original grant requirements. Travel and staff costs are covered by grant funds.

Recommendation:

It is recommended that the Board of Trustees approve Alicia Rios to travel to India to participate in the WUSATA's India Outbound Trade Mission from October 29 – November 5, 2011, with the understanding that the travel and staff costs will be covered by grant funds.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Approve Out-of-State Travel  
for Wrestling Team, Fresno City College

ITEM NO. 11-126G

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EXHIBIT: None

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Background

The Fresno City College men's wrestling team is asking the Board to approve out-of-state travel for 24 qualifying students to participate in the first annual Lassen College Wrestling Tournament in Reno, Nevada, on November 5, 2011. This tournament is sanctioned by the California Community College Athletic Association (CCCAA), bylaw 3.17.2 F. The tournament will be held annually and will continue to be part of the official CCCAA wrestling schedule. Due to the facility concerns, the tournament hosted by Lassen Community College, will be held in Reno at Spanish Springs High School.

Six members of the Fresno City College wrestling coaching staff will accompany the students, and either co-curricular and/or foundation funds will be used for hotels, meals and transportation.

Recommendation

It is recommended that the Board approve out-of-state travel for the wrestling students to compete in the Lassen College Wrestling Tournament on November 5, 2011, with the understanding that the trip will be financed without requiring expenditures of district funds.



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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Disclosure of Collective Bargaining Agreement,  
State Center Community College District Peace  
Officers' Association, and Public Hearing

ITEM NO. 11-69

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EXHIBIT: Tentative Agreement

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Background:

The State Center Community College District Peace Officers' Association and the district reached a tentative agreement for a new two-year collective bargaining agreement for 2009-10 through 2010-11. The Peace Officers' Association held an election and ratified the tentative agreement on September 7, 2011.

Recommendation:

At this time, it is appropriate to open the meeting for comments from the public relative to the tentative agreement. Following the opportunity for public input, no action is necessary, as the Board will consider the proposal in closed session.

**ARTICLE 1  
TERM OF AGREEMENT**

- A. 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 on the later of July 1, 2009~~6~~ or upon ratification and shall remain in full force and effect until the later of the close of the workday June 30, 2011~~09~~, or until a successor agreement is in effect.
  
- B. This Agreement shall supersede and cancel all previous agreements both written and oral. (AIP 04/14/11)

**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. (AIP 4/14/11)

~~The classification of Human Resources Personnel Assistant, Human Resources Personnel Technician, Human Resources/MIS Data Researcher, Administrative Assistant to the Fresno City College Vice President Administrative Services and District Office Payroll positions of: Account Clerk III, Account Tech II, Account Tech I and Benefits Specialist, shall hereafter be deemed a confidential position not contained within the bargaining unit represented by the Exclusive Representative POA. (AIP 04/14/11)~~

**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. (AIP 04/14/11)

**ARTICLE 4  
SUPPORT OF AGREEMENT**

- A. 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.
- B. POA and the District will make good faith attempts to resolve any issues or differences which arise from time to time between the parties. **(AIP 5/2/11)**

**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. **(AIP 04/14/11)**

**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. (AIP 04/14/11)

## ARTICLE 7 DISTRICT/POA RELATIONS - POA RIGHTS

Peace Officers' Association Teamsters Local 856 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. (AIP 04/14/11)
- 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. (AIP 04/14/11)
- 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 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. (AIP 04/14/11)
- 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. (AIP 04/14/11)
- E. POA shall pay for its own supplies whenever the use of District equipment is approved 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. (AIP 04/14/11)
- 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 Fresno City College.~~ POA agrees to hold the

District harmless against damage, loss, or destruction of the file cabinet or its contents. (AIP 04/14/11)

~~G. Materials and data available to the public shall also be available to POA pursuant to the Public Records Act. (AIP 04/14/11)~~

~~GH.~~ Members shall not be given time off work for meetings of POA unless approved by the Chancellor or his/her designee. (AIP 04/14/11)

~~HI.~~ 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. (AIP 04/14/11)

~~IJ.~~ 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. (AIP 04/14/11)

~~JK.~~ 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. (AIP 04/14/11)

~~KL.~~ **Released Time for processing Grievances: Reasonable release time shall be made available for the express purposes set forth in the Educational Employment Relations Act. POA is limited to six (6) hours of released time per month for each 100 employees represented within the unit.** Each time a designee is to be released from his/her job assignment 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.
  - a. 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 workstation.
  - b. In cases of bonafide emergencies necessitating POA assistance, the designee shall be released.
2. The POA President shall authorize the designee who may request released time.
3. **The POA President and shall request release time from notify the District Associate Vice Chancellor, Human Resources and the designee's immediate supervisor prior to the released time. If the designee is taking released time to assist an employee with a grievance,**
4. **The Associate Vice Chancellor, Human Resources, shall request release time**

**from the designee's immediate supervisor prior to the release time.**

5. ~~t~~The designee shall notify the supervisor of the employee that he/she is assisting prior to giving any assistance.
  6. POA and the Associate Vice Chancellor, Human Resources, shall serve as designees for the purposes of such release time. **(AIP 04/14/11)**
- L. 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 released time to participate in meet and negotiate sessions. **(AIP 04/14/11)**
- M.** If, at the request of the District, a POA **bargaining unit employee designee** is participating in a District convened ~~shared governance meeting, or attending a Board of Trustees or Personnel Commission meeting,~~ release time is to be granted outside of that specified in this article. **(AIP 04/14/11)**

## **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.
  - 1. Proof of payment to any fund shall be made on an annual basis to the POA.
  
  - 2. 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. **(AIP 04/14/11)**

**ARTICLE 9  
SICK LEAVE**

**Section 1. General Sick Leave:**

- A. 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.
  
- B. 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.
  
- C. 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.

- D.** 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.
- E.** 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.
- F.** 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 **A 1** and **B 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.
- G.** 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.
- H.** 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.
- I.** Except where otherwise provided by law, medically verified pregnancy disability shall be treated the same as any illness absence.
- J.** 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.
- K.** 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.
- L.** 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.

1. "Health Care Provider" means:

a. ~~A.~~ doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or

b. ~~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

2. 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.

**M.** 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.

**N.** 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)

**O.** 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.

**P.** Upon medical verification by a physician and after exhaustion of all paid leave; i.e., sick leave, accumulated vacation and accumulated compensatory time, a member of the classified service who is ill or injured will be paid one-half of his/her actual salary up to ninety (90) calendar days from the sixth day of absence, except that a person on continuing sick leave shall receive such pay providing half pay is preceded by at least five (5) days of continuing illness and absence. Beginning with the 91st day of illness or injury absence, members with one (1) or more years of service are eligible for District provided Long-Term Disability Insurance in accordance with Article 30. A member may request an unpaid health leave of absence while on Long-Term Disability Insurance.

- Q. 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.)
- R. 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.
- S. 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.
- T. 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.
- U. 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.

**(AIP 04/14/11 except Catastrophic Leave Section)**

**Section 2. Catastrophic Leave:**

- A. Catastrophic leave is sick leave **and/or vacation time that is** donated by **unit** members of the **bargaining unit** for the benefit and use of ~~a fellow-unit other~~ **members of the bargaining unit** who ~~has have~~ been absent from work for an extended period of time due to medical necessity. ~~A-unit-member~~ **Members of the bargaining unit** may only be granted catastrophic leave when he/she has exhausted all ~~leaves~~ **sick leave, vacation leave and compensatory time** available to ~~them~~ **him/her** as identified in the collective bargaining agreement contract.
- B. Catastrophic leave is to be awarded on a case-by-case basis. ~~with the mutual agreement of the District and the President of POA Teamsters Local 856 or their respective designees.~~ **Members of the Bbargaining unit members** may donate accumulated and unused **sick leave or vacation time eligible leave credits** to ~~another~~ **other members of the bargaining unit member** when the **employee (donee) bargaining unit member (Donatee)** suffers from a medical condition consistent with the provisions set forth below.

**C.A. Definitions:**

1. Catastrophic Illness or Injury: Catastrophic illness or injury means an illness that is expected to incapacitate the **member of 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 **applicable** paid time off.
2. Eligible Leave Credits: Eligible leave credits **means include** vacation and/or sick leave accrued to the donating employee.

**DB.** Eligibility Criteria: Eligible leave credits may be donated to ~~a fellow unit~~ **another** member of **the bargaining unit** who has verified that he/she, **or a family member**, is suffering a medical condition that qualifies ~~them~~ him/her 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's **statement**.
- ~~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.~~
- ~~23.~~ The ~~unit~~ **member of the bargaining unit** has exhausted all **his/her own** accrued paid leave credits provided for by the collective bargaining agreement.

**EC.** Request for Donations: Request for donations to the Catastrophic Leave Bank shall be solicited by **the Associate Vice Chancellor, Human Resources or designee when a member of the bargaining unit provides proof of his/her need for catastrophic leave a joint announcement of the District and POA Teamsters Local 856.**

**FD.** Deposits to the Catastrophic Leave Bank:

1. If the transfer of eligible leave credits is approved by the **Associate Vice Chancellor, Human Resources or designee, governing board**, any **unit** member of **the bargaining unit** may, upon written notice to the **Associate Vice Chancellor, Human Resources or designee, 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.~~
- ~~23.~~ The ~~unit~~ **member of the bargaining unit**, at his/her option, may donate only the available **sick leave** accrued ~~days~~ above fifteen (15) days.
- ~~3.~~ **Due to the size of the bargaining unit, all transfers of eligible leave credits will be**

handled in the following manner. The Human Resources Office will not accept donated leave credits in excess of the number requested by the donee. Should the donee not need all of the leave credits originally requested, the excess leave credits donated will be left in the bank for future distribution.

- ~~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 members of the bargaining unit (donor) has submitted his/her intent to retire or resign.

~~GE.~~ Withdrawals from the Catastrophic Leave Bank:

1. ~~Accrued sick leave and/or vacation shall be used prior to receiving any donated leave credits. This includes new monthly accruals of leave, if any. 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 bargaining unit members for illness or injury which qualifies 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 of the bargaining unit to be eligible to receive catastrophic leave donations, the employee must have been employed by State Center Community College District for at least two years. ~~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.~~

~~HF.~~ Applicant's Responsibility: The ~~unit~~ member of the bargaining unit 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 paid leave will be exhausted before ~~he/she they~~ will be able to return to work.
2. The requesting employee shall attach a physician's statement verifying that the ~~member~~ employee is unable to return to work due to ~~his/her 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.

**IG.** District Responsibility:

1. The District **Human Resources Office will and POA shall jointly** request donations for the **Peace Officers' Association** Catastrophic Leave Bank, at any time **a valid request is received by a member of the bargaining unit the account balance diminishes below forty (40) eligible leave credits.**
2. The District shall **administer maintain** the Catastrophic Leave Bank and provide **information on the process to employees 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 Teamsters Local 856. (TA 06/06/11)**

**ARTICLE 10  
INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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.
- E.** 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. **(AIP**

04/14/11)

**ARTICLE 11  
PERSONAL NECESSITY LEAVE**

- A.** 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:
- 1A.** 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.
  - 2B.** 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.
  - 3C.** Appearance in any court or before any administrative tribunal as a litigant.
  - 4D.** Illness or injury requiring hospitalization, transportation or personal care by the employee of a member of his/her immediate family.
  - 5E.** 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.
- B.** Certification of personal necessity leave shall be made on the leave form provided by the District and signed by the member. (**AIP 04/14/11**)

**ARTICLE 12  
BEREAVEMENT LEAVE**

- A.** 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.
- B.** "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 **or domestic partner**, and the spouse, **or domestic partner's** son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative in the immediate household of the member, or step-mother, step-father, step-daughter, or step-son.

- C. 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.
- D. An unpaid extension of bereavement leave may be requested by a member as out-lined in Article 13. (AIP 5/2/11)

**ARTICLE 13  
LEAVE OF ABSENCE WITHOUT PAY**

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.

Section 2. Personal Leave:

- A. 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.
- B. 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. (AIP 5/2/11)

**ARTICLE 14  
UNPAID HEALTH LEAVE OF ABSENCE**

- A. 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 one (1) year**, a member may request to be placed on a thirty-nine (39) month reemployment list.
- B. Certification acceptable to the District of the need for such unpaid leave, or proof of illness, must be provided by a licensed physician.
- C. 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.
- D. Any such unpaid leave granted, however, shall not count as a break in continuity of service

to the District.

- E. 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. (AIP 04/14/11)

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

Members shall be granted Military Leave in accordance with **state and federal law and applicable action by the Board of Trustees** ~~the provisions of the State of California Education Code and of the Military and Veterans' Code.~~ (AIP 04/14/11)

## **ARTICLE 16 LEAVE OF ABSENCE FOR STUDY**

- A. Eligibility: Members who have completed five (5) consecutive years of service in regular status with the District will be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the District. When a study leave has been authorized and taken, an additional five (5) years of service, after return to duty from the last leave, must be completed before another study leave may be granted. Any leave granted and taken under this rule will not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.
- B. Length: Study leave can be for any period of time not to exceed one (1) year and may be taken in any time increments as approved by the District, but must be completed within three (3) years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study-leave eligibility.
- C. Compensation: If a leave is granted under this Article, the employee will be paid one-half (1/2) what his/her salary or wage would have been had he/she not been on leave. To qualify the employee shall use all accumulated vacation prior to being eligible for pay. Compensation shall be paid as follows:
  - 1. If the member does not provide a bond as determined by the District or provide a written statement indicating that he/she will serve at least two (2) years (or a two-to-



one [2-1] ratio, if leave is taken for a semester only, thereby requiring service of two (2) consecutive semesters) with the District upon return from leave, the agreed to compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of leave.

2. If the member provides the required bond or submits a written document, approved by the District, the member will be paid the agreed-upon compensation in the same manner as if he/she were in active service with the District. If the member fails to complete two (2) years of service for the District following return from leave, except as provided below, he/she may be required to refund to the District a prorated portion of any compensation received while on leave.
3. If a member has provided a bond or written agreement and fails to complete the required two (2) years of service because of his/her death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service had been performed.

D. Procedure: The member must file an application with the District for a leave of absence under this Article and must outline:

1. His/her work history with the District (e.g., positions held and length of service in each).
2. Length of leave requested and time period in which the leave will be completed if granted.
3. The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the courses, costs involved, degree or other credits to be granted, and pertinent data.
4. Service, if any, to be performed by the member for the District during the leave.
5. The benefits to be derived by the District by the granting of the leave.
6. Willingness by the member to provide a bond to the District for at least two (2) years after termination of the leave.
7. Willingness to provide the District evidence or to make satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District, result in the immediate cancellation of the leave. Furthermore, the unit member agrees to refund any monies paid pursuant to this Article if it is determined by the District that the employee has not used the leave for its designated purpose and/or has failed to make satisfactory progress toward the goals established in the application.
8. An agreement by the member that he/she will report any employment during the leave

to the Personnel Director, who shall determine whether conflicts exist with the purpose of the leave. (AIP 5/2/11)

## **ARTICLE 17 LEAVE OF ABSENCE FOR RETRAINING**

- A.** In the event that the Board acts to abolish positions in the classified service and to create new positions because of automation, technological improvements, or for any other reasons, it may provide for the retraining of displaced members in accordance with this Article.
- BA.** To be eligible for retraining leave, a member must:
1. have served in the District at least two (2) consecutive years preceding the granting of leave;
  2. be serving in a position which the District abolishes, or show that the retraining will clearly benefit the District;
  3. indicate a willingness to undergo the prescribed retraining program; and
  4. indicate a willingness to serve the District for at least two (2) years after successful completion of the retraining program.
- CB.** The District shall prescribe the retraining program and may provide the program internally or designate the institution or place where the retraining program is to be conducted.
- DC.** The District shall grant reimbursement of the costs, including tuition fees, to any member who satisfactorily completes approved training to improve his/her job knowledge, ability or skill. Programs eligible for reimbursement shall include, but not be limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, and conferences, meetings and such other training programs as are designed to upgrade the classified service and to encourage retraining of members who may otherwise be subject to layoffs as the result of technological changes. Provisions of this section shall not apply to any member who is receiving training and is eligible for reimbursement by any other governmental agency, organization or association.
- ED.** Any leave granted and taken under this should not constitute a break in service.
- FE.** Employee shall receive one-half (1/2) pay. (AIP 04/14/11)

## **ARTICLE 18 ENROLLMENT IN COLLEGE COURSES**

- A.** On either a reduced pay or an adjusted work schedule basis, a member may request

permission to take a college course during his/her regularly scheduled work day. Approval of such a request shall be contingent upon the following conditions:

- BA.** The course will improve the member's service to the District.
- CB.** Additional funds will not be required.
- DC.** Classes taken during regular work hours will be approved by the immediate supervisor if the following conditions are met:
  - 1. the class is related to the employee's work assignment as determined and approved by the supervisor; or,
  - 2. the class is required for the degree the employee is seeking;
  - 3. adjusted hours shall be made up within the same week during which they are taken;
  - 4. under no circumstances shall two (2) or more employees take classes on an adjusted work schedule basis, and be gone from the work unit at the same time;
  - 5. in the case of requests which meet the above criteria and where two (2) employees in the same work unit have applied for the same hours of released time, seniority shall prevail.
- ED.** The maximum number of adjusted work hours per week which may be allowed is five (5), except, when a single class requires more than five (5) hours, a maximum of ten (10) hours may be requested.
- FE.** The amount of reduced pay shall be proportionate to the time taken from the regular work week.
- GF.** A unit member enrolling in College District Courses shall be eligible for a waiver of enrollment fees on a space availability basis, except that the unit member shall be required to reimburse the College/District if the member receives a grade of D, F, incomplete or withdrawal and the District is authorized through automatic payroll deduction to charge back any waived enrollment fees for failure to maintain a grade of C or better. **(AIP 04/14/11)**

## **ARTICLE 19 JURY DUTY**

- A.** 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.

- B.** 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.
- C.** Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the member.
- D.** 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 his designated representative** 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.
- E.** 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.
- F.** The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.
- G.** 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. **(AIP 04/14/11)**

## **ARTICLE 20 HOLIDAY SCHEDULE**

- A.** 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.
- B.** 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.

- C. 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.**
- D. **Bargaining unit members ~~Classified employees~~** 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 national holiday or state holiday.**
- E. 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.
- F. 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.
- G. 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.
- H. **Holiday Assignment: The Chief of Police will send a memo prior to the beginning of each fiscal year requiring sergeants and officers to sign up for all holidays throughout the upcoming fiscal year. Holiday staffing will be minimal unless the needs of the District dictate more staffing is required to meet special circumstances as determined by the Chief of Police. In the case additional staffing is needed, where practical, assignments will be made by seniority on a rotational basis. Holiday staffing will normally consist of a sergeant and two officers augmented with district service officers. The sergeant's shift will normally be from 10 am to 6 pm. The first officer's shift will normally be from 7am to 3pm and the second officer's shift will normally be from 3pm to 11pm. The sergeant and officers will have District wide responsibility and will be expected to monitor all district sites except Oakhurst unless the Chief of Police determines differently.**

**Holiday sign up will be handled by seniority and rotation. The most senior sergeant will sign up for one holiday shift, then the next most senior sergeant will sign up for one holiday shift and so on. The procedure will then be to rotate back to the most senior sergeant who will sign up for another holiday shift and so on until all shifts are**

selected.

**Officers will sign up using the same procedure as the sergeants. The most senior officer will sign up for one holiday shift, the next most senior officer will sign up for one holiday shift and so on until all officers have chosen one holiday shift. Then the most senior officer will sign up for a second holiday shift, the next most senior officer will sign up for a second holiday shift and so on until all officers have signed up for a second holiday shift. If there are not enough holidays to complete a rotation, the most senior officer may select an assignment or pass to the next most senior officer. This procedure will be repeated until all holidays are covered for the entire fiscal year.**

**In the case additional holiday staffing is needed and when there is sufficient lead time, the Chief of Police will request bargaining unit members work a holiday using the following procedures. The most senior sergeant or officer may select an assignment or pass to the next most senior sergeant or officer until the shift is covered on a rotational basis. Each subsequent time an additional holiday shift becomes available, the next most senior bargaining unit member who was not given an opportunity to accept or decline will have the first right to accept or decline the shift. This process will continue until all bargaining unit members have had the opportunity to accept or decline an additional shift. If all bargaining unit members decline, the shift will be assigned to the least senior sergeant and/or officer on a rotational basis.**

**In the case additional holiday staffing is needed and there is not sufficient lead time for the Chief of Police to request bargaining unit members to work the holidays, shifts will be offered on a first come first serve basis. If no bargaining unit members agree to accept the assignment, the shift will be assigned to the least senior sergeant and/or officer on a rotational basis. Each subsequent time an additional holiday shift becomes available, but there is not sufficient lead time, the next most senior bargaining unit member who was not given an opportunity to accept or decline will have the first right to accept or decline the shift. This process will continue until all bargaining unit members have had the opportunity to accept or decline an additional shift. If all bargaining unit members decline, the shift will be assigned to the least senior sergeant and/or officer on a rotational basis.**

**If a sergeant/officer is on vacation or other leave at the time additional holiday shifts become available, the Chief will send an email to the bargaining unit member(s) offering the shift. If the bargaining unit member does not respond by the deadline, the bargaining unit member will be passed over unless the bargaining unit member is least senior, then the bargaining unit member must accept the assignment.**

## **ARTICLE 21 EMPLOYEE EVALUATIONS**

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

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

**CA.** The following schedule shall be followed for the completion of the performance evaluation:

1. For ~~regular~~ probationary ~~officers, employees~~ at the end of the second , ~~and~~ fifth ~~and eleventh~~ 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.

**DB.** 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.

**EC.** 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. No voluntary transfers may take place during a unit member's probationary period.

**F.** **Break in Probationary Period:** Notwithstanding any other provision in this Agreement, any time a probationary employee is on any paid or unpaid leave, the time

**the probationary employee is absent shall be excluded from satisfying the number of required workdays in any employee probationary period and constitute a break in the probationary period.**

- G. 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.
- 1.** 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.~~
  - 2D.** 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.
  - 3E.** Reviewable material shall not include ratings, reports, or records which:
    - a1.** Were obtained prior to the employment of the unit member involved;
    - b2.** Were prepared by identifiable examination committee members; or
    - c3.** Were obtained in connection with a promotional opportunity.
  - 4F.** Release time for review of a personnel file is granted only in instances where derogatory material is to be filed.
  - 5G.** 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 ten (10) work days to review and have attached thereon the unit member's comments relative to such derogatory material.
  - 6H.** 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. **(AIP 5/2/11)**



**ARTICLE 22**  
**TRANSFERS-WORK LOCATION**

- A. Work location is defined as ~~Fresno City College, Reedley College, North Centers, District Office, Career and Technology Center or any such other work location as may be developed. Police Officer's work location~~ is that of the geographical area of the District. ~~Transfer of members from one work location to another on a temporary basis may be initiated by the District's management at any time such transfer is judged to be in the best interest of the District but shall not exceed thirty (30) days without written consent of the employee. The unit member affected by such transfer shall be given notice as soon as administratively practicable and a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer.~~

~~The job site transfer process is not subject to the provisions of the grievance article of this agreement unless the transfer exceeds thirty (30) days without the employee's written permission.~~

~~**Mileage:** Any member of the bargaining unit assigned to a temporary work location shall be entitled to mileage reimbursement upon submission of proper verification forms to the immediate supervisor for up to ninety (90) work days. Any mileage compensation shall be compensated by the reimbursement rate established by the Board. Mileage reimbursement shall be limited to any increase in mileage resulting from the difference between employee's home and regular work site and employee's home and temporary work site.~~

- B. Mileage for Police Officers: Police officers shall be entitled to mileage reimbursement upon submission of proper verification forms to the immediate supervisor. Any mileage compensation shall be compensated by the reimbursement rate established by the Board. Mileage reimbursement shall be limited to any increase in mileage from ~~the any of the following~~ work site locations, **Fresno City College, Reedley College, North Centers, District Office**, closest to the police officer employee's home and travel to the assigned work site. Mileage between the police officer employee's home and closest work site location is not reimbursable. The District reserves the right to assign police officers to different District work locations in its sole discretion.
- C. Example: If the distance from a police officer employee's home to the Reedley College campus is 15 miles and the police officer is assigned to Fresno City College which is 20 miles from the police officer employee's home, the officer would be entitled to five miles of mileage reimbursement each way. If on the other hand the distance from home to the Reedley College campus is 15 miles and the officer is assigned to the Reedley College campus, the officer would not be entitled to any mileage reimbursement. (AIP 5/2/11)

**ARTICLE 23**

## **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. (AIP 04/14/11)

### **ARTICLE 24 DISTRICT POA CONSULTATION COMMITTEE**

- A.** 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.
- B.** Either party may request a consultation meeting where it is believed that a resolution of a problem or problems may be feasible.
- C.** 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.
- D.** 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. (AIP 04/14/11)

### **ARTICLE 25 MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A.** 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.
- B.** 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.

- C. 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.
- D. 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.
- E. 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. (AIP 04/14/11)

## ARTICLE 26 GRIEVANCE PROCEDURE

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)~~ **ten (10) 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 ~~five (5)~~ **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)~~ **ten (10)** 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 his/her designee, shall communicate the decision to the grievant in writing within ~~seven (7)~~ **twelve (12) work** days of receiving the appeal. Either the grievant or the college president, or his/her designee, may request a personal conference within the above time limits.

C. Level III:

1. If the grievant is not satisfied with the decision at Level II, he/she may, within ~~five (5)~~ **ten (10) 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 his/her designee, shall communicate his/her decision in writing to the grievant within ~~ten (10)~~ **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;
4. All fees and expenses of the arbitrator shall be shared equally by the Board and POA, ~~or an individual representing himself/herself.~~ 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.
- ~~5. 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.~~
56. The decision of the arbitrator shall be final and binding on all parties.

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

The District and/or **POA (exclusive representative)** ~~the grievant~~ 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 as a witness on behalf of the grievant, shall request release time according to Article 7, Section K.**

#### 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. **(AIP 5/2/11)**

**ARTICLE 27  
VACATION PLAN**

- A. Eligibility: Members of the bargaining unit shall accumulate vacation at the regular rate of pay earned at the time vacation is commenced.
- B. Paid Vacation: Annual vacation shall be earned according to the following schedule but prorated for less than 40 hours per week and/or less than 12 months per year employees:
1. 12 Month Employees<sup>1</sup>
    - a. Zero (0) months through two (2) years - 5/6 day per month of employment (10 days/80 hours)
    - b. Three (3) through five (5) years - 1 day per month of employment (12 days/96 hours)
    - c. Six (6) through nine (9) years - 1-1/2 days per month of employment (18 days/144 hours)
    - d. Ten (10) through nineteen (19) years - 1-3/4 days per month of employment (21 days/168 hours)
    - e. Twenty (20) years and over - 2 days per month of employment (24 days/192 hours)
  2. 11 Month Employees
    - a. 11/12 of the Twelve Month Schedule
  3. 10 Month Employees
    - a. 10/12 of the Twelve Month Schedule
  4. Part-Time Employees
    - a. Prorated vacation for employees working 39 hours or less per week.
- C. Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

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

D. Vacation Scheduling:

1. Vacations shall be scheduled by the employee and approved by the immediate supervisor, and may be taken at the convenience of the District at any time during the school year. Fifty percent (50%) of vacation time earned must be consumed by midyear by permanent employees, unless otherwise approved by the immediate supervisor. Management ~~may~~ **will** circulate an **annual (block of one week or more)** vacation schedule at the beginning of the **fiscal academie** year in order to survey employee **annual (block of one week or more)** vacation preferences to assist in anticipation of work coverage. Employees are not obligated to the dates indicated and are not required to provide dates if vacation plans are not known in advance. If an employee does not use his/her full annual vacation, the amount earned in the immediate preceding year not taken shall accumulate and be carried over for use in the next year. In a work unit where vacation schedules are staggered, the employee with the most seniority shall be given priority for scheduling his/her vacation. Permission to use vacation in advance of earning may be granted by the District.

~~Food service employees shall take vacation at the discretion of the cafeteria manager in not less than two (2) hour increments or more during days school is in session, and shall not exceed forty (40) hours in any one (1) school year. These hours shall be scheduled first on a voluntary basis and, secondly, on a rotational basis. Cafeteria employees with accumulated vacation hours at the end of the school year shall be paid in a lump sum payment for unused vacation. TA 06/06/11~~

2. Vacation time may be taken in increments of one (1) hour.
3. 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. **(AIP 5/2/11)**

## ARTICLE 28 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: Work periods, shifts and schedules shall be assigned by the Chief of Police. Shifts and days off may either be fixed or rotated. In assigning work periods 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. Police officers shall be assigned their shifts based on seniority. Shifts will be six (6) 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 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, 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.
- ~~E. Work Year: Food Services classifications are employed on a ten-month work year. The District from time to time may have temporary summer employment and employees in food services classifications may wish to be considered for such temporary employment. The parties recognize that the cost of operating the food service program may inhibit the college District from employing regular employees and the District is not obligated to do so if its financial review would otherwise make it undesirable.~~
- EF. Overtime: ~~The Board agrees to compensate members, except 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 of the eight (8) hour work day or 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. Police officers Bargaining unit employees shall be entitled to one and one-half (1-1/2) time for more than a forty (40) hour work week. 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.~~
- FG. 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, except the positions of Equipment Manager, and Department Secretary for Nurses, must use accrued compensatory time by July 31 in any calendar year.

- GH.** 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 12:00 midnight and 6:00 a.m. will be paid an additional 10% 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. Custodians working the midnight to 6:00 a.m. shift will receive the 10% differential from August 1 through May 31.
- HI.** 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.
- J.** ~~Flexible Hour Employee: A flexible hour employee is one that is hired in a permanent classified position. Employees in this category will earn sick leave, vacation days and holidays in accordance with the California Education Code and will gain permanency in the classification upon successful completion of six calendar months from the first date of service, for positions limited to, Sign Language Interpreter, Bus Driver, and Piano Accompanist. Hours can fluctuate (be flexible) on a daily basis based on the needs of the department/position within which they are hired. Compensation would also fluctuate monthly based on actual hours worked for that month. The unit member will be notified of any change in hours as soon as possible before the change. The above specified employees whose hours of work fluctuate throughout the year may be eligible for prorated benefits. To be eligible for pro-rated insurance, the above specified employee's regular assignment must be a minimum average of 20 to 39 hours per week averaged over their assigned work year which must be between 1040 to 2079 hours.~~
- IK.** 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.
- JL.** 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, e.g., custodians working 10:30 p.m. to 7:00 a.m.

- KM. 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.
- L.** Upon initial employment and upon each change in classification thereafter, each classified employee shall be furnished two (2) copies of his class specification, salary data, assignment or work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, monthly or pay period, daily, hourly, overtime, and differential rate of compensation, whichever are applicable. One copy shall be retained by the employee and the other copy shall be signed and dated by the employee and returned to his/her supervisor.
- MN. 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. (AIP 04/14/11)

## ARTICLE 29 EMPLOYEE EXPENSES AND MATERIALS

- A. Uniforms:** ~~The following classes within the bargaining unit, b~~ 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 uniforms** remain the property of the State Center Community College District.
1. ~~Food Service Workers~~
  2. ~~Biology Science Laboratory Technicians~~
  3. ~~Physical Science Laboratory Technicians~~
  4. ~~Police Officers~~
  5. ~~Print Shop Operators~~
  6. ~~Painters~~
  7. ~~Custodial, Grounds and Maintenance~~
  8. ~~Other employees or classes when required by management.~~
- B. Food Service Workers:** ~~The District agrees to provide cafeteria employees with uniforms (excluding footwear). Replacement shall be approved by the immediate supervisor as required. Cafeteria employees are provided one meal per shift.~~
- C. Lab Technicians:** ~~The District agrees to provide lab technicians with two (2) wash and wear lab coats. Replacement shall be approved by the immediate supervisor.~~
- BD. 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. (AIP 04/14/11)

**CE. Necessary Equipment Tools:** The District agrees to provide **necessary all-tools,** equipment, and supplies reasonably necessary to bargaining unit employees for the performance of their assigned duties.

**DE. 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.

**EG. 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.~~**

**FI. 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. (AIP 04/14/11)

## ARTICLE 30 HEALTH AND WELFARE BENEFITS

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

### Section 1. Health Insurance:

A. The District shall provide health plan insurance coverage for eligible unit members and their

dependents, conditioned upon the provisions of this Article, including but not limited to the District contribution as set forth in Section 5 of this Article.

- B. Health plan insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. Any health insurance plan(s) offered to unit members shall first be mutually agreed to by the District and the POA.
- D. The unit member will pay through payroll deduction the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected health plan.

Section 2. Dental Insurance:

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

Section 3. Vision Insurance:

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

Section 4. Life Insurance:

- A. The District shall provide a level term life insurance program for eligible unit members and their dependents: \$50,000 level term plus \$5,000.00 dependent coverage. This benefit shall become effective as soon after the ratification approval process as practicable.
- B. Level term life insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit

member premium contributions, except as otherwise provided.

- C. Unit members and their dependents shall become eligible for life benefits following successful completion of six (6) months employment with the District. Unit members may purchase the insurance by contributing the monthly premiums during this waiting period.

Section 5. District Medical Premium Contributions:

~~Effective upon ratification/approval, the 2006-07, the District contribution toward the medical insurance plans for the fiscal year shall not exceed \$867.94 per month. Additionally, if the full-time faculty bargaining unit, and/or management and/or confidential employees, receive a medical district premium contribution during the 2006-07 fiscal year greater than \$867.94 per month, an equivalent amount shall be applied to the classified bargaining unit to be stated within Article 30 Section 5.~~

~~The 2007-08 District contribution shall not exceed \$935.00 per month. Additionally, if the full-time faculty bargaining unit, and/or management and/or confidential employees, receive a medical district premium contribution during the 2007-08 fiscal year greater than \$935.00 per month, an equivalent amount shall be applied to the classified bargaining unit to be stated within Article 30 Section 5.~~

~~The 2008-09 District contribution shall not exceed \$1,029.00 per month. Additionally, if the full-time faculty bargaining unit, and/or management and/or confidential employees, receive a medical district premium contribution during the 2008-09 fiscal year greater than \$1,029.00 per month, an equivalent amount shall be applied to the classified bargaining unit to be stated within Article 30 Section 5.~~

- A. The 2009-10, 2010-11 District contribution shall be an amount not to exceed a maximum monthly contribution of \$1,029.00 per month.
- B. The unit member will pay the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected health plan.

Section 6. Long Term Disability Insurance:

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

**B. Eligibility**

1st year	waiting period
After 1 year	eligible up to one (1) year
After 2 years	eligible up to two (2) years
After 3 years	eligible up to three (3) years
After 4 years	eligible up to four (4) years
After 5 years	eligible up to age sixty-five (65)

- C. To be eligible for District-paid insurance, an employee's regular assignment must be a

minimum of twenty (20) hours per week during their assignment work year.

- DB.** Assuming insurance carrier availability, the program shall be equal to the long term disability plan in effect during the fiscal year 1990/91. The benefit level shall now state: Should a unit member be disabled, he/she will receive 66 2/3% of his/her monthly "salary" commencing on the 91st day of disability or the end of any period for which the unit member is receiving sick leave pay, if that is later than 90 days.
- EC.** Long term disability coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions except as otherwise provided.
- FD.** The long term disability plan shall be amended as provided in an amended plan document on file with the District administration.

Section 7. Retiree Health Insurance:

Option 1:

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
  - 1. The unit member shall have retired after July 1, 2000,
  - 2. The unit member has attained his/her fiftieth (50th) birthday,
  - 3. The unit member shall have served the District for a minimum of ten (10) consecutive years immediately preceding retirement,
  - 4. The unit member is receiving his/her regular retirement allowance from PERS,
  - 5. This benefit terminates on the date the unit member reaches age of Medicare eligibility.
  - 6. Retirees who are eligible for the benefit of the section 7A and who attain their age of Medicare eligibility shall be eligible to receive the benefits of Section 7B if the retiree meets all the conditions stated in Section 7B.
- B. The District shall contribute a maximum sum of One Thousand Six Hundred Dollars (\$1,600.00) annually toward health insurance premiums to unit members who retire after July 1, 2000. The unit member may waive the health insurance coverage under this provision, and he/she may elect to purchase dental insurance or vision insurance or both to the extent allowable by the carrier.
  - 1. The unit members have attained their sixty-fifth (65th) birthdays, and prior to reaching

age 70;

2. The unit members have served the District for fifteen (15) consecutive years prior to retirement;
  3. Must request in letter of retirement;
  4. The retiree or spouse must enroll in Medicare Part A and Part B when first qualified.
- C. The maximum District contribution as stated in Section B and in effect on September 1, 2000, shall be increased annually by two percent (2%) effective September 1, 2001.
- D. The unit member is receiving his/her regular retirement allowance from PERS.
- E. If a retiree or covered spouse drops his/her health insurance for any reason, he/she is not eligible for re-enrollment.
- F. Such contribution shall be paid by the District only until the retiree attains age seventy (70), except any unit member who has served the District for twenty (20) years or more shall continue to be eligible for B above for life.

Option 2:

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of seventy (70%) percent of the District's contribution to the premium of the health insurance program following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
  2. The unit member has attained his/her sixtieth (60th) birthday;
  3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement;
  4. The unit member is receiving his/her regular retirement allowance from PERS;
  5. This benefit terminates on the date the unit member reaches his/her age of Medicare eligibility;
  6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60);
  7. Surviving spouse's benefit terminates on the date surviving spouse reaches age of Medicare eligibility.



- B. Unit members who elect Option 2 which provides an enhanced pre-age of Medicare eligibility contribution toward health coverage, are not eligible for a District contribution toward the health insurance supplement to Medicare. (Option 1B)
- C. If a retiree or covered spouse drops the plan for any reason, he/she is not eligible for re-enrollment.

Section 8. Retiree Life Insurance:

Life Insurance: Retiree may continue life insurance coverage at retiree's expense up to age sixty-five (65). (AIP 04/14/11)

**ARTICLE 31  
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. (AIP 04/14/11)

**ARTICLE 32  
OPENERS**

- A. During ~~2007-08~~ **2009-10** and ~~2008-09~~ **2010-11** neither party shall be obligated to bargain any amendment to this Agreement unless both parties mutually agree to reopen negotiations. POA shall submit their proposal for a successor contract to the District not later than the ~~regular~~ board meeting in ~~March 2009~~ ? and the Board shall hold the public hearing on the proposal at the next ~~regular~~ Board meeting.
- B. If, during the term of this Agreement, the Personnel Commission is terminated, the parties agree to negotiate articles for classification, and reclassification.

**ARTICLE 33  
PAY AND ALLOWANCES**

Compensation for members of the ~~Classified B~~ bargaining ~~U~~unit shall include but not be limited to:

- 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)

Section 1. Salary:

- A. **2009-2010 Salary:** The salary schedule which was in effect during the 2008-09 year shall remain in effect for the 2009-2010 year.

1. If the full-time faculty bargaining unit, and/or California School Employees Association, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2008-09 fiscal year and that increase is applied and becomes effective during the 2009-2011 fiscal year, that same increase percentage to each cell shall also be applied to each cell of the 2009-2011 classified salary schedule.
2. If the full-time faculty bargaining unit, and/or California School Employees Association, and/or management and/or confidential employees receive off-schedule, one-time stipend in lieu of a salary schedule increase, the total amount of this stipend provided to the whole unit, (e.g. full-time faculty) will be divided equally among the classified unit members. Permanent, part-time classified employees will share pro-rata in any such stipend.

- B. **2010-2011 Salary:** The salary schedule which was in effect during the 2008-09 year shall remain in effect for the 2010-2011 year.

1. If the full-time faculty bargaining unit, and/or California School Employees Association, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2008-09 fiscal year and that increase is applied and becomes effective during the 2009-2011 fiscal year, that same increase percentage to each cell shall also be applied to each cell of the 2009-2011 classified salary schedule.
2. If the full-time faculty bargaining unit, and/or California School Employees Association, and/or management and/or confidential employees receive off-schedule, one-time stipend in lieu of a salary schedule increase, the total amount of this stipend provided to the whole unit, (e.g. full-time faculty) will be divided equally among the classified unit members. Permanent, part-time classified employees will share pro-rata in any such stipend.

- A. **2006-2007 Salary**

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

~~schedule) stipend in the amount of \$100.00.~~

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

**B. 2007-2008 Salary**

~~Effective July 1, 2007, the District shall provide for the 2007-2008 school year an increase equivalent to the Statutory Cost of Living Adjustment to each cell of the salary schedule in effect during the 2006-2007 school year for unit members. In addition, if the District exceeds the Second Principal Apportionment Report (P2) for the previous year's actual credit FTES by 3%, the District will increase each cell of the 2006-2007 salary schedule by an additional 1% effective July 1, 2007. If the actual credit FTES growth is less than 3%, the 1% increase will only be paid in the same ratio the actual growth bears to 3%.~~

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

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

**\*Example**

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

schedule for the 2007-08 school year shall be increased by an additional 0.83% effective July 1, 2007.

C. 2008-2009 Salary

Effective July 1, 2008, the District shall provide for the 2008-2009 school year an increase equivalent to the Statutory Cost of Living Adjustment to each cell of the salary schedule in effect during the 2007-2008 school year for unit members. In addition, if the District exceeds the Second Principal Apportionment Report (P2) for the previous year's actual credit FTES by 3%, the District will increase each cell of the 2007-2008 salary schedule by an additional 1% effective July 1, 2008. If the actual credit FTES growth is less than 3%, the 1% increase will only be paid in the same ratio the actual growth bears to 3%.

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

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

\*Example

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

**If the full-time faculty bargaining unit and/or management and/or confidential employees receive off-schedule, one-time stipend in lieu of a salary schedule increase, the total amount of**

~~this stipend provided to the whole unit, (e.g. full-time faculty) will be divided equally among the classified unit members. Permanent, part-time classified employees will share pro-rata in any such stipend.~~

- C. Accumulated balances for sick leave and vacation shall be clearly displayed on monthly pay warrants by October 1, 2004 or managers will be provided a monthly update which they will provide to employees.
- D. An IRC section 125 Plan shall be continued in accordance with Governmental rules and regulations for unit members for medical health insurance plans made available by the College District. The POA agrees to defend, indemnify and hold harmless the District, its officers, agents, and employees from any claims, demands, damages, or other liability, including costs and attorneys fees, arising out of this section or the administration or implementation thereof. Upon valid service of a summons and complaint or of a claim under the Government Tort Claims Act, the District agrees to notify the POA thereof and to cooperate as reasonably necessary for the defense or settlement of such action.
- E. The State Center Community College District recognizes its obligation to bargain over salary and benefits to employees represented by the Exclusive Representative.
- F. Salary Dispute: Any dispute pertaining to the salary provisions contained herein for the 2006-07, 2007-08 and 2008-09 school years is subject to the Grievance Procedure of this Agreement except, however that only the POA may bring a grievance concerning such implementation and any such grievance must be filed within ten (10) days of notice from the District of any proposed implementation of these provisions. The District will notify the POA concerning its calculations pursuant to the salary provisions contained herein. Such notification shall be in writing. If the POA disagrees with the calculations, it shall notify the District within ten (10) days. Such notice of the disagreement shall include calculations prepared by the POA. The District may implement its proposed calculations, the proposed calculations from the POA, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved, by mutual agreement, the parties shall agree to reopen negotiations regarding salaries at which time these salary formula provisions shall be of no force or effect.

Section 2. Base Rate:

- A. The base rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in the Salary Schedule, which includes "salary step" increases. Placement on the salary schedule shall be based on the member's years of service with the District. Regular rate of pay is defined as follows:
- B. Shift differential, longevity increments, and/or professional growth increments required to be paid under this Agreement shall be added to the base rate of pay. This Agreement shall provide for the granting of step increases effective July 1, or the appropriate anniversary date thereafter.

Section 3. Salary Schedule Progression:

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

**Section 4. Longevity Pay:**

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

**B.** The Longevity Pay Schedule is as follows:

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

**Section 5. Professional Growth:**

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

**B.** Criteria for placement on the growth schedule is as follows:

**1.A.** College units:

Actual unit value;

**2B.** Seminars/Workshops not taken on District time or at District expense:

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

**3C.** Proficiency examinations/certificates of achievement:

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

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

- D.** Disputed cases may be appealed to the Chancellor, or his/her designee. The decision of the Chancellor, or his/her designee is final.
- E.** All credit earned subsequent to January 1, 1974, for employees hired on or before January 1, 1974, may be used for this determination, exclusive of any requirements for initial employment. Employees hired after January 1, 1974, qualify for units earned after employment. Credit shall be given for college units completed with a "C" or better. Growth steps, as indicated in the following placement chart, are additions to the member's monthly base salary:
 

Units completed:	15	30	45	60
Monthly amount:	\$25	\$50	\$75	\$100
- F.** Members employed part-time, less than eight (8) hours per day, will be paid a pro rata share of the professional growth stipend.
- G.** Employees who are currently receiving professional growth or those to be implemented on July 1, 1983, will retain their growth stipends under the old contract.
- H.** A professional growth stipend shall cease when a person promotes into a class or position where the skills attained through professional growth are considered a minimum requirement for the new position. In no event shall the reduction in professional growth stipend cause an employee to receive less salary per month than that which he/she earned in the former position.

Section 6. Promotions:

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

Section 7. Direct Deposit:

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

Section 8. Compensation for Working Out of Class:

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

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

Section 9. Automatic Payroll Deduction (Overpayment):

In the event an employee is overpaid for any reason, the District may make an automatic payroll deduction in the employees' paycheck to cover the costs of the overpayment in the same increments as the overpayment, providing the total repayment occurs by the end of the fiscal year unless there is mutual agreement between the District and POA concerning the affected employee to extend beyond the fiscal year. (AIP 4/14/11)

**ARTICLE 34  
LAYOFF/REDUCTION OF HOURS/ABOLITION OF POSITIONS**

Section 1. Notice Of Layoff:

- A.** 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.
- B.** 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.
- C.** 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:
  - 1.** Reason for layoff;
  - 2.** Effective date of layoff action;
  - 3.** Seniority placement within class;
  - 4.** Reemployment rights in same class and in lower classes in which an employee has served;
  - 5.** Reemployment rights in lower classes in which an employee meets minimum qualifications;



6. Displacement rights, if any;
7. Promotional rights;
8. Service retirement options if over fifty (50) years of age;
9. 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:

- A. 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.
- B. 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;

- D. 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:

- A.** 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.
- B.** 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 effected by the layoff) in which employee served. (AIP 4/14/11)

**ARTICLE 35  
DISCIPLINARY ACTION**

- A. Status Of Permanent Employees: After serving a probationary period of ~~130 days in paid status, (police,~~ one calendar year) an employee in the classified service 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 **bargaining unit classified** employees are not accorded the rights of regular permanent classified employees. Probationary **bargaining unit classified** employees shall be given reasonable separation notice and the right to request a conference with the **District Dean, Human Resources Director of Personnel** if dismissal is recommended. Probationary **bargaining unit 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. Punitive Action: **Is defined as written reprimands, reduction or loss of salary, and reassignment, when it results in a loss of salary or is used as punishment.**
  65. 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.
  76. Incident: A specific transaction, occurrence, act or omission, which constitutes the factual basis upon which a charge is based.
  87. Skelly Conference: A conference at which the charges and incidents are reviewed with the employee and the employee is allowed to respond.
  98. 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.

**109.** 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. 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.
- b. 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.

- c. 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): Informal discipline ~~can include~~ **is a memo of counseling and/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~~. No informal discipline is necessary prerequisite to any other disciplinary action, formal or informal. **The following administrative appeal process is established pursuant to Government Code §3304.5. It shall supplement, though not replace, the existing disciplinary appeal process utilizing the District Personnel Commission hearing process. This procedure shall not apply to disciplinary actions for which bargaining unit employees already are entitled to receive an appeal utilizing the District Personnel Commission hearing process. It shall only apply to punitive actions, as that term is defined by Government Code §3303, for which bargaining unit employees do not already receive an appeal hearing before the District Personnel Commission. This provision is not intended, and shall not be construed, as a waiver of any of the rights set out in section 3304(b). The appeal process for informal discipline is as follows.**

1. Right to Administrative Appeal

- a. Any public safety officer (as defined by Government Code §3301) who is subjected to punitive action (as defined by Government Code §3303) consisting of a written reprimand, or a reassignment resulting in a reduction of pay is entitled to an administrative appeal only pursuant to this procedure. An officer shall not be entitled to appeal an action prior to its imposition.
  - b. An officer who appeals a punitive action under this procedure shall bear his/her own costs associated with the appeal hearing, including but not limited to any and all attorney fees. The cost of a hearing officer shall be divided equally between the officer/Association and the District.



**2. Appeal of Written Reprimands**

- a. Within five (5) calendar days of receipt by an officer of notification of punitive action consisting of a written reprimand, the officer shall provide written notice to the Chief of the officer's intent to appeal the written reprimand.
- b. The notice of appeal shall specify the substantive and procedural grounds for the appeal.

**3. Hearing Officer (Appeal of Written Reprimands Only)**

- a. The Vice Chancellor, Finance and Administration shall hear appeals of written reprimands, and may adopt, modify or reject the written reprimand. The decision of the Vice Chancellor, Finance and Administration shall be final and binding. If a District reorganization affects the reporting structure of the District police department in that the police department would report directly to the Vice Chancellor, Finance and Administration, the two (2) parties will reopen negotiations on the designation of a hearing officer.
- b. The hearing before the Vice Chancellor, Finance and Administration shall not be a trial-type evidentiary hearing. The limited purpose of the hearing shall be to provide the officer with an opportunity to establish a record of the circumstances surrounding the action and to seek modification or rejection of the written reprimand. There shall be no subpoenas issued (for people or documents.)

**4. Appeal of Other Punitive action**

- a. Appeal of punitive action consisting of a reduction in salary caused by a reassignment shall be subject to appeal by means of the officer filing an appeal with the Chief within five (5) calendar days of receipt by the officer of notice of punitive action being implemented on a date certain. The officer shall notify the Chief in writing of the officer's intent to appeal said action.
- b. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for appeal.
- c. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided by the State Mediation and Conciliation Service. The hearing officer shall be selected by alternate striking of names by the respective parties.

**5. Conduct of Hearing (Reassignment for Purposes of Punishment, Reduction in Salary Caused by a Reassignment)**

- a. The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
- b. The parties may present opening statements.
- c. The parties may present evidence through documents and direct testimony.
- d. The parties shall have the right to cross-examine witnesses.
- e. Following the presentation of evidence, if any, the parties may present closing arguments.
- f. The hearing shall be audio recorded.
- g. The officer may be represented by a representative of his or her choice at all stages of the proceedings. All costs associated with such representation and the presentation of the officer's case shall be borne by the Officer.
- h. The District shall also be entitled to representation at all stages of the proceedings. The District shall bear its cost of representation and presentation of its case.
- i. The cost of a hearing officer shall be divided equally between the officer/Association and the District.
- j. The decision of the hearing officer shall be final subject to the right of each party to the proceeding to contest the hearing officer's determination by means of a C.C.P. § 1094.5 petition for writ of mandate.

**H. General Disciplinary Provisions (Formal):**

- 1. 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.
- 2. 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.

**31. 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.

**42. Skelly Conference**

- a. 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.
- b. 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.
- c. 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.

- d. 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
- 53. 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.
- 64. 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.
- 75. 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.
- 86. Personnel Commission Hearing
  - a. 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.
  - b. 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 36 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. (AIP 4/14/11)

**AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of **December 2006**, between the State Center Community College District and the Peace Officers' Association and its **Teamsters Local 856**, its successor and/or affiliates, is effective upon ratification as set forth in Article 1 of this Agreement and shall remain in full force and effect until the close of the workday June 30, **2011 09**.

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

Any article proposed for amendment by the Exclusive Representative in accordance with Article 32, shall be deemed herein to remain unchanged in the Collective Bargaining Agreement unless otherwise expressly stated.

**IN WITNESS WHEREOF, EACH OF THE PARTIES AFFIX THEIR SIGNATURES HERETO ON THIS \_\_\_\_\_ DAY OF **DECEMBER 2006**.**

STATE CENTER COMMUNITY  
COLLEGE DISTRICT

PEACE OFFICERS' ASSOCIATION  
**TEAMSTERS LOCAL 856**

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

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

\_\_\_\_\_  
POA President, **Teamsters Local 856**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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POA Representative

BARGAINING UNIT CLASSIFICATIONS

APPENDIX I

POLICE CLASSIFICATIONS

SALARY

Sergeant of Police  
Police Officer

67  
57

**SCCCD PERSONNEL SYSTEM**  
**Annual Schedule R**  
**Effective July 1, 2008**

<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
31	\$25,000	\$26,295	\$27,671	\$29,080	\$30,507
32	\$25,696	\$26,992	\$28,304	\$29,779	\$31,319
33	\$26,295	\$27,671	\$29,080	\$30,507	\$31,999
34	\$26,992	\$28,304	\$29,779	\$31,319	\$32,855
35	\$27,671	\$29,080	\$30,507	\$31,999	\$33,666
36	\$28,304	\$29,779	\$31,319	\$32,857	\$34,493
37	\$29,080	\$30,507	\$31,999	\$33,666	\$35,366
38	\$29,779	\$31,319	\$32,857	\$34,493	\$36,275
39	\$30,507	\$31,999	\$33,666	\$35,366	\$37,069
40	\$31,319	\$32,857	\$34,493	\$36,275	\$38,107
41	\$31,999	\$33,666	\$35,366	\$37,069	\$38,985
42	\$32,855	\$34,493	\$36,275	\$38,107	\$40,001
43	\$33,666	\$35,366	\$37,069	\$38,981	\$40,958
44	\$34,493	\$36,275	\$38,107	\$40,001	\$41,962
45	\$35,366	\$37,069	\$38,981	\$40,958	\$42,966
46	\$36,275	\$38,107	\$40,001	\$41,962	\$44,083
47	\$37,069	\$38,981	\$40,958	\$42,966	\$45,152
48	\$38,107	\$40,001	\$41,962	\$44,083	\$46,287
49	\$38,981	\$40,958	\$42,966	\$45,152	\$47,407
50	\$40,001	\$41,962	\$44,083	\$46,287	\$48,653
51	\$40,958	\$42,966	\$45,152	\$47,407	\$49,788
52	\$41,962	\$44,083	\$46,287	\$48,653	\$51,018
53	\$42,966	\$45,152	\$47,407	\$49,788	\$52,250
54	\$44,083	\$46,287	\$48,653	\$51,018	\$53,529
55	\$45,152	\$47,407	\$49,788	\$52,250	\$54,875
56	\$46,287	\$48,653	\$51,018	\$53,529	\$56,252
57	\$47,407	\$49,788	\$52,250	\$54,875	\$57,618
58	\$48,653	\$51,018	\$53,529	\$56,252	\$59,055
59	\$49,788	\$52,250	\$54,875	\$57,612	\$60,416
60	\$51,018	\$53,529	\$56,252	\$59,055	\$61,956
61	\$52,250	\$54,875	\$57,612	\$60,416	\$63,477
62	\$53,529	\$56,252	\$59,055	\$61,956	\$65,051
63	\$54,875	\$57,612	\$60,416	\$63,477	\$66,637
64	\$56,252	\$59,055	\$61,956	\$65,051	\$68,339
65	\$57,612	\$60,416	\$63,477	\$66,637	\$69,974
66	\$59,055	\$61,956	\$65,051	\$68,339	\$71,805
67	\$60,416	\$63,477	\$66,637	\$69,974	\$73,458
68	\$61,956	\$65,051	\$68,339	\$71,805	\$75,320
69	\$63,477	\$66,637	\$69,974	\$73,458	\$77,135
70	\$65,051	\$68,339	\$71,805	\$75,320	\$79,065
71	\$66,637	\$69,974	\$73,458	\$77,135	\$81,024
72	\$68,339	\$71,805	\$75,320	\$79,065	\$83,049
73	\$69,974	\$73,458	\$77,135	\$81,024	\$85,058
74	\$71,805	\$75,320	\$79,065	\$83,049	\$87,244
75	\$73,458	\$77,135	\$81,024	\$85,058	\$89,384
76	\$75,320	\$79,065	\$83,049	\$87,244	\$91,604
77	\$77,135	\$81,024	\$85,058	\$89,384	\$93,791
78	\$79,065	\$83,049	\$87,244	\$91,604	\$96,091
79	\$81,055	\$85,092	\$89,416	\$93,857	\$98,472



**CLASSIFIED GRIEVANCE FORM**      Grievance No. \*  
(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	Date of Receipt: _____	
	Date of Response: _____	
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	Date of Receipt: _____	
	Date of Response: _____	
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: October 4, 2011

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SUBJECT: Public Hearing on Draft Trustee Area Plans

ITEM NO. 11-70

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EXHIBIT: None

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Background:

Education Code 5019.5 requires that, following each decennial census, the district adjust its trustee areas so that the population of each area is, as nearly as may be, the same proportion of the total population of the district as the other areas. Further, the federal Voting Rights Act requires that boundaries be drawn in a way that does not fracture or dilute minority voting. The Education Code requires that the process be complete by March 2012 in order to have the new boundaries implemented for the November 2012 election.

Following the direction given by the Board at its September 6, 2011, meeting, the administration and the district's demography consultant have produced draft trustee area plans consistent with the relevant legal criteria. These draft plans will be presented for review and comment by the Board and public. The draft plans and supporting data are available for inspection at [www.scccd.edu/2012](http://www.scccd.edu/2012).

Recommendation:

Following the presentation of draft trustee area plans by the district's demography consultant, the Board should conduct a public hearing to solicit comments from interested members of the public. Following the close of the public hearing and the Board's discussion of the draft plans, the Board should give any further instruction to the administration and the district's demography consultant for revision of the plans.

Revised plans will be presented at the Board's November meeting. No action to adopt final trustee area plans will be required until the Board's December 2011 meeting.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Adopt Resolution of  
Intention to Dedicate Right-of-Way  
Easement to the City of Fresno, Willow  
International Center

ITEM NO. 11-71

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EXHIBIT: Resolution and Exhibits

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Background:

A new access road, which borders the south side of the campus, has been designed to allow traffic to enter and exit from Behymer Avenue. In addition to the construction of the roadway, improvements to Behymer Avenue will also be constructed and will include a left turn lane into the campus, the roadway entrance, and deceleration and acceleration lanes.

In 2003, the Board approved a dedication to the City of Fresno of a 38,176 sq. ft. right-of-way easement along the district's Behymer frontage. This right-of-way was required to allow Brentwood Homes to construct one westbound lane on Behymer Avenue at the same time they were constructing the eastbound lanes. The city is now requiring the district to dedicate an additional 32,045 sq. ft. right-of-way easement along the same Behymer frontage before they will approve the project. This additional right-of-way will provide the city the frontage required to construct the second west bound lane required for future full development of Behymer Avenue.

State statutes require the district to take action at two separate Board meetings. The first action, which the Board is requested to take on October 4, 2011, is to adopt a resolution of intention to dedicate a right-of-way easement. The resolution provides public notice that the district will consider the dedication of a right-of-way easement to the City of Fresno on November 3, 2011, and that public comment will be solicited prior to the board considering and taking action. The second action will occur on November 3, 2011, when a public hearing is held regarding the dedication and the Board considers adopting a resolution authorizing dedication of a right-of-way easement. Therefore, attached is resolution no. 2011-20 stating the district's intention to dedicate a right-of-way easement to the City of Fresno. This resolution requires a roll call vote and approval of at least two-thirds majority.

Recommendation:

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

- a) Approve Resolution No. 11-20 signifying the district's intention to dedicate a right-of-way easement to the City of Fresno for a new access road to Willow International Center; and
- b) Schedule a public hearing for this matter at 4:30 p.m. on Thursday, November 3, 2011.

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

In the Matter of Dedicating an Easement            )  
to the City of Fresno    )

**RESOLUTION NO. 2011-20**

**WHEREAS**, the State Center Community College District (District) operates the Willow International Center on its property located at 10309 N. Willow, Fresno; and

**WHEREAS**, the District intends to grant a 32,045 square-foot easement as set forth in the proposed Right of Way Easement attached hereto and incorporated herein by this reference as EXHIBITS A and B; and

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

**WHEREAS**, the purpose of this Resolution is to satisfy the requirements of Education Code section 81311 referenced above.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Trustees of the State Center Community College District hereby declares its intention to dedicate an easement to the City of Fresno, the purpose, terms, and description of which are set forth in EXHIBITS A and B.

**IT IS FURTHER RESOLVED**, on November 3, 2011, at 4:30 PM, at its regular place of meeting, this Board shall hold a public hearing upon the question of making the proposed dedication of easement to the City of Fresno.

**IT IS FURTHER RESOLVED**, the District's Chancellor and Vice Chancellor, Finance and Administration, are authorized and directed to give notice of the adoption of this Resolution and of the time and place of holding the meeting and hearing by posting and publishing copies of this Resolution as required by law.

\*\*\*\*\*

The foregoing resolution was adopted by the Board of Trustees of the State Center Community College District at a regular meeting of the Board held on October 4, 2011, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

EXHIBIT "A"

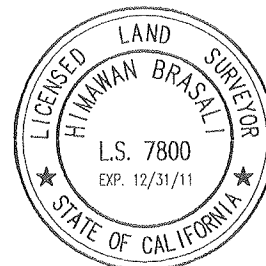
APN 578-020-11ST and 578-020-20T(portions)  
Street Right-of-Way

That portion of that certain parcel of land as described in that certain Grant Deed recorded October 14, 2002, as Document No. 2002-0180496, Official Records of Fresno County, situated in the southeast quarter of Section 13, Township 12 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plats thereof, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Commencing at the southeast corner of said Section 13; thence North 00°17'15" West, along the east line of the southeast quarter of said Section 13, a distance of 61.25 feet; thence South 89°42'45" West, leaving said east line, a distance of 130.00 feet to the east line of that certain parcel of land as described in that certain Grant Deed recorded October 14, 2002, as Document No. 2002-0180496, Official Records of Fresno County, said point being the **TRUE POINT OF BEGINNING** of this easement description; thence South 00°17'15" East, along last said east line, parallel with and 130.00 feet west of the east line of said southeast quarter, a distance of 18.99 feet to the northeast corner of that portion of Behymer Avenue previously dedicated for public street purposes as described in that certain Deed of Easement recorded December 1, 2003 as Document No. 2003-0286751, Official Records of Fresno County; thence, along the north line of said portion of Behymer Avenue, the following eight (8) courses, South 79°17'23" West, a distance of 53.73 feet; thence South 88°56'16" West, parallel with and 35.00 feet north of the south line of said southeast quarter, a distance of 304.89 feet; thence South 87°30'20" West, a distance of 90.15 feet; thence North 02°29'40" West, a distance of 9.50 feet; thence South 87°30'20" West, a distance of 19.00 feet; thence South 02°29'40" East, a distance of 9.50 feet; thence South 87°30'20" West, a distance of 90.91 feet; thence South 88°56'16" West, parallel with and 30.00 feet north of the south line of said southeast quarter, a distance of 624.48 feet to the northeast corner of that portion of Behymer Avenue previously dedicated for public street purposes as described in that certain Deed of Easement recorded March 24, 2004, as Document No. 2004-0063564, Official Records of Fresno County; thence South 88°56'16" West, along the north line of last said portion of Behymer Avenue, a distance of 85.02 feet to the east line of that certain parcel described in that certain Grant Deed recorded December 21, 2005, Document No. 2005-0298363, Official Records of Fresno County; thence North 00°11'16" East, along said east line, parallel with and 85.00 feet west of the west line of the southeast quarter of the southeast quarter of said Section 13, a distance of 25.00 feet; thence North 88°56'16" East, along a line which is parallel with and 55.00 feet north of the south line of said southeast quarter, a distance of 709.38 feet; thence North 87°13'05" East, a distance of 199.94 feet; thence North 88°56'16" East, along a line which is parallel with and 61.00 feet north of last said south line, a distance of 184.36 feet to the beginning of a tangent curve concave northerly; thence easterly along said tangent curve, with radius of 10.00 feet, through a central angle of 18°11'42", an arc distance of 3.18 feet to the beginning of a reverse curve concave southerly; thence easterly along the arc of said reverse curve, with radius of 30.00 feet, through a central angle of 18°11'42", an arc distance of 9.53 feet; thence North 88°56'16" East, along a line which is parallel with and 63.00 feet north of last said south line, a distance of 160.99 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 32,045 square feet, more or less.

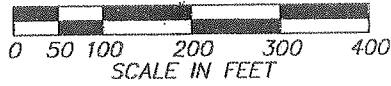
Behymer Proj.  
2011-062  
15-A-8836



# EXHIBIT "B"

DOC. NO. 2003-01437433  
JUNE 24, 2003  
O.R.F.C.

DOC. NO. 2006-0154453  
JULY 25, 2006  
O.R.F.C.



DOC. NO. 2005-0298371  
DECEMBER 21, 2005  
O.R.F.C.

DOC. NO. 2002-0180496  
OCTOBER 14, 2002  
O.R.F.C.

DOC. NO. 2005-0298363  
DECEMBER 21, 2005  
O.R.F.C.

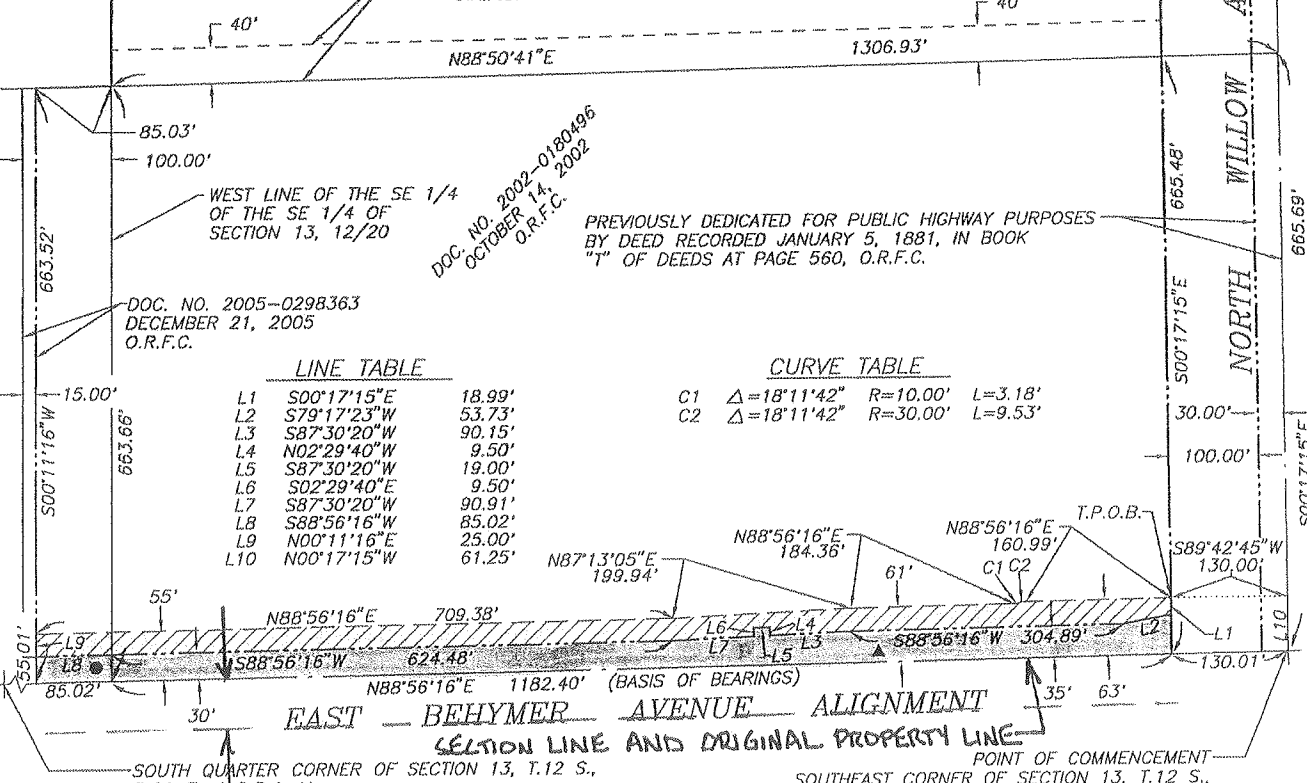
PREVIOUSLY DEDICATED FOR PUBLIC HIGHWAY PURPOSES  
BY DEED RECORDED JANUARY 5, 1881, IN BOOK  
"I" OF DEEDS AT PAGE 560, O.R.F.C.

### LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°17'15"E	18.99'
L2	S79°17'23"W	53.73'
L3	S87°30'20"W	90.15'
L4	N02°29'40"W	9.50'
L5	S87°30'20"W	19.00'
L6	S02°29'40"E	9.50'
L7	S87°30'20"W	90.91'
L8	S88°56'16"W	85.02'
L9	N00°11'16"E	25.00'
L10	N00°17'15"W	61.25'

### CURVE TABLE

CURVE	Δ	R	L
C1	Δ=18°11'42"	R=10.00'	L=3.18'
C2	Δ=18°11'42"	R=30.00'	L=9.53'



PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES BY  
DEED OF EASEMENT RECORDED DECEMBER 1, 2003  
AS DOCUMENT NO. 2003-0286751, O.R.F.C.

PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES BY  
DEED OF EASEMENT RECORDED MARCH 24, 2004  
AS DOCUMENT NO. 2004-0063564, O.R.F.C.

### NOTE:

BEARINGS AND DISTANCES IN THIS DIAGRAM  
ARE DATA TAKEN FROM RECORD OF SURVEY  
RECORDED IN BOOK 45 OF RECORD OF SURVEYS  
AT PAGE 27, FRESNO COUNTY RECORDS.

S. SIDE OF STREET  
NOT SHOWN

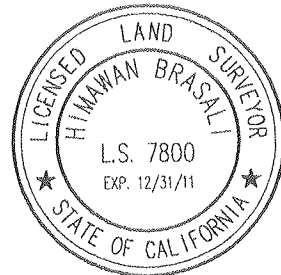
### LEGEND:

- EXISTING RIGHT-OF-WAY LINE
- EXISTING PROPERTY LINE
- EXISTING CENTER/SECTION LINE
- EASEMENT LIMIT LINE
- AREA OF STREET EASEMENT  
CONTAINS 32,045 SQFT., +/-
- T.P.O.B. TRUE POINT OF BEGINNING
- O.R.F.C. OFFICIAL RECORDS OF FRESNO COUNTY

**Blair,  
Church  
Flynn**

CONSULTING ENGINEERS

451 Clovis Avenue, Suite 200  
Clovis, California 93612  
Tel (559) 326-1400  
Fax (559) 326-1500



REF. & REV. S.C.C.C.D. 2011-062 BEHYMER PROJ. PLAT - 0662 15-C-16106	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. _____ FUND NO. _____ ORG. NO. _____	KRA RES TYPE _____
	DEED OF EASEMENT FOR PUBLIC STREET PURPOSES SOUTHEAST QUARTER, SECTION 13, T.12 S., R.20 E., M.D.B. & M.	DR. BY <u>tdw</u> CH. BY <u>HB</u> DATE <u>07-25-2011</u> SCALE <u>AS NOTED</u>	SHEET NO. <u>1</u> OF <u>1</u> SHEETS <b>15-A-8836</b>



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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Consideration to Approve Permanent  
Parking Plan, Fresno City College

ITEM NO. 11-72

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EXHIBIT: Events Parking Management Plan

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Background:

The Environmental Impact Report (EIR) for the renovation of the Old Administration Building contains a mitigation requiring a parking plan to address the issue of parking needed when the building's auditorium is in use. A committee to develop a permanent parking plan that allows the auditorium to be used when parking is readily available on campus was formed at Fresno City College and is comprised of members from the college's constituent committees. Through the committee, a permanent plan has been developed and approved by the college's constituent groups. The permanent plan was also presented to the college's neighbors and received consensus.

The goal of the permanent plan is to expand the use of the auditorium beyond what is outlined in the interim plan approved by the Board in April 2011. A parking survey was conducted this past spring to determine the availability of parking during the school day and during evening classes. An estimate of attendance at current auditorium events was also used to assess parking required for future events. With this data, the committee prepared a permanent plan for the college's review and the Board's approval.

Fiscal Impact:

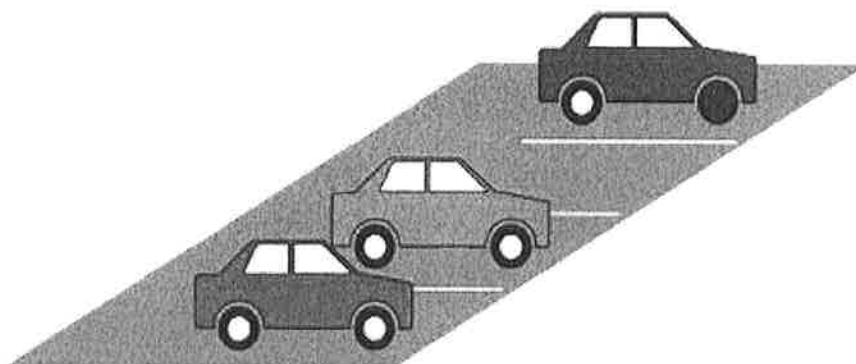
None

Recommendation:

It is recommended the Board of Trustees approve the permanent parking plan at Fresno City College, as presented.

**Fresno City College  
Gym and Old Administration Building Auditorium**

**EVENTS PARKING MANAGEMENT PLAN**



**Fresno City College  
Gym and Old Administration Building Auditorium  
Events Parking Management Plan**

*Prepared for:*  
**State Center Community College District  
Board of Trustees**

*Prepared by:*  
**Fresno City College  
Ad Hoc Parking Committee**

***Committee Members:***

Tabitha Villalba, Chair  
FCC Writing and Reading Coordinator

Juan Bravo, FCC Building Services Manager	Julie Dana, FCC Instructor of Music
Cris Monahan-Bremer, FCC Director of Marketing and Communications	Michael Guerra, FCC Vice President of Administrative Services
Joe Callahan, Chief, SCCCDC Police Department	Brian Speece, SCCCDC Associate Vice-Chancellor for District Operations
Jewell Riversmith, FCC Business Facilities Assistant	Vicki Bustos, Committee Secretary, SCCCDC Office of Finance & Administration
Steve DaSilva, FCC Greenhouse Technician-Math, Science, and Engineering	Susan Yates, FCC Athletic Director and Instructor
Sean Henderson, FCC Director of Student Activities	Gurdeep Sihota He'Bert, Executive Director, State Center Community College Foundation
Homer Greene Jr., FCC Educational Advisor, College Relations	Michael Paoli, Committee Consultant, Paoli & Odell, Inc.

**July 14, 2011**

## EVENTS PARKING MANAGEMENT PLAN

### 1.0 GOALS OF PARKING MANAGEMENT PLAN

The goals of this Parking Management Plan are to:

- 1.1 Ensure adequate on-campus parking is available for events in the Old Administration Building (OAB) auditorium and the Fresno City College (FCC) gym,
- 1.2 Encourage students, staff, and the community to attend and hold events in the OAB auditorium and the FCC gym, consistent with the availability of on-campus parking for the events,
- 1.3 Encourage students, staff, and guests to park on the FCC campus when attending events in the OAB auditorium or the FCC gym,
- 1.4 Manage event parking so the number of parking spaces required for guests at events held when classes are in session does not result in the loss of parking normally available for students and staff teaching or attending those classes,
- 1.5 Provide safe, convenient access to event parking and secure locations for the parking,
- 1.6 Manage event parking in a manner respectful of the residential neighborhoods near the campus,
- 1.7 Base the parking management plan on parking surveys and other information that reflects actual conditions on the FCC campus,
- 1.8 Provide a procedure for granting variances to the parking management plan when warranted by exceptional circumstances associated with a proposed event, and
- 1.9 Provide for regular updating of the parking management plan.

### 2.0 EVENTS SUBJECT TO PARKING MANAGEMENT PLAN

The parking management plan applies to events having the following characteristics:

- 2.1 The event will be in the FCC gym or the OAB auditorium.
- 2.2 Guests can attend the event (Guests are individuals other than full- or part-time FCC students or staff that might be invited or allowed to attend the event).
- 2.3 Examples of events to which this plan may apply include music, dance, and theater performances or recitals, regularly scheduled or special athletic events, debates, graduations, speakers forums, and meetings and activities of community organizations.

### 3.0 NUMBER OF GUESTS PERMITTED

- 3.1 Table 1 shows the number of guests permitted at events in the OAB auditorium and FCC gym throughout the year.
- 3.2 Events may not begin before 8:00 a.m. on Saturdays, 10:00 a.m. on Sundays, or after 5:00 p.m. on Sundays. Events beginning before 5:00 p.m. on Sunday may continue past 5:00 p.m., but new events may not start after 5:00 p.m.
- 3.3 If an event begins between 7:00 a.m. and 2:59 p.m. on a Monday, Tuesday, Wednesday, Thursday, or Friday on a day when classes are in session during the fall or spring semester, the maximum number of guests that may attend the event at each or both venues is 95.

## EVENTS PARKING MANAGEMENT PLAN

- 3.4 If an event begins at 3:00 p.m. or later on a Monday, Tuesday, Wednesday, or Thursday on a day when classes are in session during the fall or spring semester, the maximum number of guests that may attend the event at each or both venues is 362.
- 3.5 If an event begins between 3:00 p.m. and 5:59 p.m. on a Friday when classes are in session during the fall or spring semester, the maximum number of guests that may attend the event at each or both venues is 362.
- 3.6 Except during the days and times specified in Sections 3.3, 3.4, and 3.5, the number of guests that may attend an event in the OAB auditorium or the FCC is not restricted based on parking.
- 3.7 An event sponsor must submit and receive approval of an event parking plan if the sponsor has estimated the number of guests will exceed 356 for an event in the OAB auditorium or 271 for an event in the OAB gym. Section 4.0 describes the requirements for an event parking plan.

### 4.0 EVENTS PARKING PLAN

- 4.1 The event sponsor must submit an event parking plan to the Fresno City College vice president of administrative services for review and approval at least 30 calendar days prior to the event. The Fresno City College vice president of administrative services will provide the event parking plan form.
- 4.2 The Fresno City College vice president for administrative services may require the event sponsor to provide directional signs, parking attendants, advance notice to guests of parking requirements, and other measures to ensure safe, convenient parking for guests. The event sponsor is responsible for all costs associated with and complying with the event parking plan.
- 4.3 The event sponsor may arrange for reserved parking through the Fresno City College vice president of administrative services. The event sponsor is responsible for all costs associated with providing the reserved parking.

### 5.0 PREFERRED PARKING LOCATIONS (Figure 1 shows the locations of parking lots on the Fresno City College campus.)

- 5.1 Parking lots A and C are the preferred parking lots for guests attending events in the OAB auditorium. Event guests should enter the OAB auditorium through the main entrance on the south side of the building.
- 5.2 Parking lots F, K, and L are the preferred parking lots for guests attending events in the FCC gym.

### 6.0 PARKING MANAGEMENT PLAN ADMINISTRATION

- 6.1 The Fresno City College vice president for administrative services is responsible for administering the parking management plan.
- 6.2 The parking ombudsman is the Fresno City College marketing director. The ombudsman will maintain communications regarding the parking management plan with Fresno City College students, staff, and the community.

## EVENTS PARKING MANAGEMENT PLAN

- 6.3 The event sponsor is responsible for estimating the number of guests that might attend an event.
- 6.4 When guests or event participants arrive by bus or van with a capacity of 12 persons or more, the number of guests counted, for purposes of determining parking requirements, is one (1) for each bus or van. *For example, if a visiting team with 200 athletes, coaches, and fans arrives in four busses, the number of guests counted, for purposes of administering this plan, is four (4).*

### 7.0 EVENTS EXEMPT FROM PARKING MANAGEMENT PLAN

The parking management plan does not apply to the following events:

- 7.1 Events attended by only FCC staff or students, or
- 7.2 Use of the auditorium or gym for course-related activities.

### 8.0 VARIANCES

8.1 The Fresno City College vice president of administrative services may grant a variance from the requirements of the parking management plan. Variances are for individual unusual, circumstances. No basis exists to grant a variance if the circumstances of the event are not distinguishable from those of other events.

8.1.1 Before granting a variance, the Fresno City College vice president of administrative services must make the following findings:

- (a) The variance is consistent with the goals of the parking management plan, as described in Section 1.0.
- (b) The requirements of the parking management plan would create an unnecessary hardship unique to the event that would deprive it of privileges enjoyed by other events.

8.1.2 The Fresno City College vice president of administrative services may impose conditions on a variance to ensure the variance will comply with findings (a) and (b), above, and to avoid granting the applicant a special privilege. A reasonable relationship must exist between the conditions and the event proposed.

### 9.0 REVIEW AND AMENDMENT OF PARKING MANAGEMENT PLAN

- 9.1 The Fresno City College vice president of administrative services, in consultation with the president's advisory committee, will review the parking management plan annually to ensure it continues to fulfill the goals of the plan.
- 9.2 The Fresno City College vice president of administrative services may amend the parking management plan to reflect new or updated technical information (e.g., parking surveys, persons per vehicle surveys), changes in the numbers and locations of parking spaces, and practical experience gained in implementing the plan if the amendment does not substantially affect the purposes of the plan. State Center Community College District Board of Trustees need not review or approve amendments covered by this subsection.

## EVENTS PARKING MANAGEMENT PLAN

- 9.3 The Fresno City College vice president for administrative services may recommend that State Center Community College District Board of Trustees amend the plan in cases where the amendment would substantially affect the goals of the plan.

### **10.0 RELATIONSHIP TO FRESNO CITY COLLEGE PARKING REGULATIONS**

10.1 The relationship of the parking management plan to the Fresno City College parking regulations is as follows:

- 10.1.1 The Fresno City College parking regulations apply to all students, staff, and guests parking on the Fresno City College campus. This parking management plan does not change or take precedence over the parking regulations.
- 10.1.2 The parking regulations include a requirement that anyone parking on the Fresno City College campus must first obtain a parking permit. The parking permit requirement also applies to events held in the OAB auditorium and the FCC gym.
- 10.1.3 A copy of the parking regulations may be obtained at the campus police department located at Calaveras and Weldon Avenues, or at the college business office located in the OAB.

**EVENTS PARKING MANAGEMENT PLAN**

**TABLE 1**  
**FCC Gym and OAB Auditorium**  
**Number of Guests Permitted by Day and Time Based on Parking<sup>1</sup>**

Refer to Plan Section:	Time of Day	Maximum Number of Guests Based on Parking			Attendance Threshold for Event Parking Plan (EPP) Requirement
		Gym	Auditorium	Combined	
<i><b>Mondays through Thursdays,</b></i> <i><b>On days when classes are in session during the fall or spring semester</b></i>					
3.3	7:00 AM-2:59 PM	95	95	95	Not required
3.4	3:00 PM and later	362	362	362	Not required
<i><b>Fridays,</b></i> <i><b>On days when classes are in session during the fall or spring semester</b></i>					
3.3	7:00 AM-2:59 PM	95	95	95	Not required
3.4	3:00 PM-5:59 PM	362	362	362	Not required
3.5	6:00 PM and later	Unrestricted	Unrestricted	Unrestricted	Gym: 0-271 guests-EPP not required; over 271 guests- EPP required
					OAB Aud: 0-356 guests –EPP not required; over 356 guests-EPP required
<i><b>Mondays through Fridays</b></i> <i><b>On holidays and during spring and fall recesses, winter and spring breaks, and summer</b></i>					
	7:00 AM and later	Unrestricted	Unrestricted	Unrestricted	Gym: 0-271 guests-EPP not required; over 271 guests- EPP required
					OAB Aud: 0-356 guests –EPP not required; over 356 guests-EPP required
<i><b>Saturdays,</b></i> <i><b>Throughout the year</b></i>					
3.2	Before 8:00 AM	No events	No events	No events	Not applicable
3.2	8:00 AM and later	Unrestricted	Unrestricted	Unrestricted	Gym: 0-271 guests-EPP not required; over 271 guests- EPP required
					OAB Aud: 0-356 guests –EPP not required; over 356 guests-EPP required
<i><b>Sundays,</b></i> <i><b>Throughout the year</b></i>					
3.2	Before 10:00 AM	No events	No events	No events	Not applicable
3.2	10:00 AM to 5:00 PM	Unrestricted	Unrestricted	Unrestricted	Gym: 0-271 guests-EPP not required; over 271 guests- EPP required
					OAB Aud: 0-356 guests –EPP not required; over 356 guests-EPP required
3.2	After 5:00 PM <sup>2</sup>	No events	No events	No events	Not applicable
<b>Notes:</b>	<sup>1</sup> The event sponsor is responsible for estimating the number of guests that might attend an event. <sup>2</sup> Events beginning before 5:00 PM may continue past 5:00 PM, but new events may not start after 5:00 PM.				



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

PRESENTED TO BOARD OF TRUSTEES

DATE: October 4, 2011

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SUBJECT: Retirement Committee (GASB 45) Update  
and Consideration to Approve Recommendation

ITEM NO. 11-73

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EXHIBIT: None

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Background

The Retirement Committee met on September 19, 2011, with PARS, the administrator of our Retiree Health Benefit Irrevocable Trust, and US Bank, the financial advisor of the investments of the irrevocable trust. Since our last meeting approximately six months ago, a number of changes have occurred with US Bank.

First, US bank has sold First American Funds (a proprietary investment arm of US Bank) to Nuveen Investments. Previously, our portfolio was invested in First American Funds. As a result, US Bank recommends switching from a proprietary mutual fund to a multiple manager investment approach. The benefit of this recommendation is it will allow US Bank to choose from a wider range of investments (best of the best).

Second, the asset allocation range for Conservative Income (the district's current investment strategy/portfolio) has changed slightly. These changes are recommended based on US Bank's current market outlook and recent comprehensive analysis of all investment strategies. The District's portfolio will have a broader range of investment types, a higher allocation in equities, and a lower allocation in fixed income.

Lastly, our fee structure will change. With the change from US Bank's proprietary First American Funds to non-proprietary funds, US Bank will charge an investment management fee.

Recommendation:

It is recommended the Board of Trustees approve the Retirement Committee's recommendation to accept US Bank's changes and authorize the vice chancellor of finance and administration to sign related documents authorizing these changes.