

AGENDA
Regular Meeting
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
Forum Hall, Reedley College
995 N. Reed Avenue, Reedley, California
4:00 p.m., April 4, 2000
[See Special Notice - Page 3]

- I. Call to Order
- II. Introduction of Guests
- III. Approval of Minutes, Meeting of March 7, 2000
- IV. Delegations, Petitions, and Communications [see footnote, page 2]
- V. Reports of Chancellor and Staff

A. PRESENTATIONS

- 1. Chancellor's Report Judith A. Redwine
- 2. Reports by Reedley College Academic Senate, Classified Senate, and Associated Students Tony Abbott
Woody Smothers
Andy Gonzales
Sharon Grewal
- 3. Campus Reports Tom Crow, RC
Dan Larios, FCC
Don Yeager, NC

B. CONSIDERATION OF CONSENT AGENDA [00-76 through 00-92]

C. PERSONNEL

- 1. Public Hearing on CSEA Full-Time Initial Bargaining Proposals [00-93] Hank Padden
- 2. Consideration to Approve New Management Position, Dean of Instruction and Student Services, North Centers (Clovis) [00-94] Hank Padden

D. GENERAL

- 3. California Community College Trustees 2000 Ballot for Board of Directors [00-95] Ron Manfredi

D. GENERAL

- | | | |
|--|---------|------------|
| 4. Consideration of Bids, Seismic Retrofit,
Art/Home Economics Building, Fresno
City College | [00-96] | Jon Sharpe |
| 5. Selection of 1999-2000 Independent Auditor | [00-97] | Jon Sharpe |

VI. Reports of Board Members

VII. Old Business

VIII. Future Agenda Items

IX. Closed Session

A. CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION,
Pursuant to subdivision (b) of Section 54956.9

B. PUBLIC EMPLOYEE EVALUATION/DISCIPLINE: Pursuant to Government
Code Section 54957

C. CONFERENCE WITH LABOR NEGOTIATOR [SCFT and CSEA], Hank Padden,
Pursuant to Government Code Section 54957.6

D. PUBLIC EMPLOYMENT: Consideration to Appoint Administrator, Special
Assignment

X. Open Session Action (if any)

XI. Adjournment

The Board chairperson, under Board Policy 9320.1, has set a limit of three minutes each for those who wish to address the Board. General comments will be heard under Agenda Section Delegations, Petitions and Communications at the beginning of the meeting. Those who wish to speak to items to be considered in Closed Session will be given the opportunity to do so following the completion of the open agenda and just prior to the Board's going into Closed Session. Individuals wishing to address the Board should fill out a Request Form and file it with the Vice Chancellor-Personnel, Dr. Padden, at the beginning of the meeting.

SPECIAL NOTICE

The annual Board Retreat is scheduled to begin at 2:00 p.m. on April 28, 2000, and end at 1:00 p.m. on April 29, 2000, at the Pines Resort - Bass Lake. No action will be taken at the retreat.

CONSENT AGENDA
BOARD OF TRUSTEES MEETING
April 4, 2000

PERSONNEL

1. Employment, Certificated Personnel [00-76]
2. Employment, Promotion, Lateral Transfer, Change of Status, and Leave of Absence, Classified Personnel [00-77]

GENERAL

3. Consideration to Approve Study Abroad Program, Semester in England, Spring 2001 [00-78]
4. Consideration to Approve Out-of-State Travel, Phi Theta Kappa Students, Fresno City College [00-79]
5. Consideration to Approve Out-of-State Travel, Latin Jazz Band, Jazz Ensemble, and Jazz Combo, Fresno City College [00-80]
6. Consideration to Approve Out-of-State Travel, Oregon Shakespeare Festival, Fresno City College [00-81]
7. Consideration to Approve Contracts between State Center Community College District, the California Department of Education, and the California Community Colleges Chancellor's Office [00-82]
8. Review of District Warrants and Checks [00-83]
9. Consideration of Claim Against State Center Community College District, Kyla Evangelho [00-84]
10. Consideration of Resolution for Participation in Community College League of California 2000-01 Cash Flow (TRANS) Financing Program [00-85]
11. Consideration of Bids, Relocatable Addition, Oakhurst Center [00-86]
12. Consideration of Bids, HVAC Upgrades, Reedley College [00-87]
13. Consideration of Bids, Floor Covering Project, Fresno City College [00-88]

14. Consideration to Approve CMAS Agreement for Purchase of Computer/Video Projectors, Madera Center [00-89]
15. Consideration to Approve CMAS Agreement for Purchase of Computers and Peripherals, Madera Center [00-90]
16. Consideration to Approve CMAS Agreement for Purchase of Network Cabling, Fresno City College [00-91]
17. Consideration to Approve Use of Existing Furniture Contract, Madera Center [00-92]

MINUTES OF MEETING OF
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
March 7, 2000

Call to Order A regular meeting of the Board of Trustees of the State Center Community College District was called to order by President Ron Manfredi at 4:00 p.m., March 7, 2000, in the District Office Board Room, 1525 E. Weldon Avenue, Fresno, California.

Trustees Present Ron Manfredi, President
Dorothy Smith, Vice President
H. Ronald Feaver, Secretary
Phillip J. Forhan (arrived at 4:10 p.m.)
Patrick E. Patterson
William J. Smith
Leslie Thonesen
Marylee McGough, Student Trustee, Fresno City College
Andy Gonzales, Student Trustee, Reedley College

Also present were:

Judith A. Redwine, Chancellor, SCCC
Thomas Crow, President, Reedley College
Dan Larios, President, Fresno City College
Jon Sharpe, Vice Chancellor, Business, SCCC
Henry Padden, Vice Chancellor, Personnel, SCCC
Don Yeager, Vice Chancellor/President Designate, North Centers
Shirley Bruegman, Vice Chancellor, Educational Services and Planning

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

Cindy Spring, Executive Secretary to the Chancellor, SCCC
Janice Emerzian, Director, DSPS, FCC
Joe Trofemuk, Legal Services Supervisor, SCCC
Brian Speece, Assistant Vice Chancellor, Business & Operations, SCCC
Art Amaro, AFT President & Staff, FCC
Paula Castagna, Academic Senate President & Staff, FCC
Anthony Abbott, Academic Senate President & Staff, RC
Woody Smothers, Classified Senate President and Building Maintenance Generalist, RC
Jerry Loheide, CSEA Chapter President and Financial Aid Assistant I, FCC
Cheryl Sullivan, Classified Senate President and Accounting Clerk III, FCC
Ed Eng, Director of Finance, SCCC

Introduction of
Guests (continued)

Gene Blackwelder, College Business Manager, RC
Tom Driscoll, Construction Services Manager, SCCC
Jannett Jackson, Associate Dean of Instruction, Learning
Resources Center, FCC
Ray Tjahjadi, Director, Information Systems, SCCC
Marvin Reyes, Chief of Police, SCCC
Jo Nell Beal, President, SCCC Foundation
Tony Cantu, Dean of Instruction, FCC
Susan Speece, Associate Dean of Instruction, Math, Science, &
Engineering, FCC
Ed Lund, Counselor, DSPS, FCC
Carolyn Drake, Associate Dean of Instruction, Health Sciences
Division, FCC
John Quiring, Executive Director, Training Institute, FCC
Julia Gonzales, Department Secretary, FCC
Ana Marie Palmerin, Publications Specialist, FCC
Richard Hoffman, Coordinator/Instructor, Oakhurst Center
Derek Pullinger, Labor Relations Representative, CSEA
Karen Durham, Administrative Assistant, RC
Lloyd Dry, Librarian, RC
Paul Kaser, Instructor, RC
John Cummings, District Dean, Admissions & Records,
SCCC
Margaret E. Mericle, Associate Dean, Social Sciences, FCC
Ernest Smith, Associate Dean of Students, CalWORKs
Program, FCC
Lisa McAndrews, Dormitory Supervisor, RC
Jennifer Shehorn, Madera County Economic Development
Corporation

Approval of
Minutes

The minutes of the Board meeting of February 1, 2000, were
presented for approval.

It was moved by Mr. Smith and seconded by Ms. Smith that the
February 1, 2000, minutes be approved.

The motion carried by the following vote:

Ayes - 6
Noes - 0
Absent - 1

Special Presentation

Dr. Padden presented a plaque to Trustee Thonesen on behalf of
the Fresno Area Self-Insurance Benefits Organization (FASBO)
for his twelve years of service on their board.

Presentation of
CSEA Full-Time
Initial Bargaining
Proposals

Mr. Derek Pullinger, CSEA Labor Relations Representative, presented the CSEA Full-Time Initial Bargaining Proposals.

Chancellor's Report

Dr. Redwine reported that with the arrival of Dr. Shirley Bruegman last week the District is at its full complement with respect to the administrative team, and she appreciates the Board keeping the positions open to allow for her participation in the process. At the request of the Board, a summary of the sabbaticals for the past five years was mailed last week. The Chancellor's Cabinet is visiting a site in the community from time to time in order to learn about their programs and also giving the community a chance to learn more about the District; e.g., this week Cabinet toured the Central Valley Technology Center. Next on the list is the Cesar Chavez Adult Education Center. Dr. Redwine added that a small group of staff and she will be visiting the Los Angeles Technical Trade School to follow-up on Board suggestions regarding the Vocational Training Center, and ultimately put together a plan for the further development of our center.

Campus Report,
Fresno City College

Dr. Larios reported the following from Fresno City College:

Phi Theta Kappa students Nicolas Bruque and Elena Perez have been selected for the 2000 Phi Theta Kappa All-California Academic Team. Nicolas was named to the first team and Elena to the second team. The honor carries scholarships to be used at any CSU campus in California. A luncheon in Sacramento will honor the winners and state legislators will also recognize them.

Preparations continue for the March 28 to 30 Accreditation Team visit. A brochure is being produced containing pictures and biographies of each team member and will be distributed to the entire college. Plans are also underway for a reception on March 27 at 4 p.m. in the Staff Dining Room to welcome the team.

Technical and Industrial Dean Rick Christl last week made a presentation at the California Career Pathways Conference in Anaheim. Rick reported on FCC's new ATTP program at two workshops. This program is set up similar to the GM and Ford programs except it is for independent garage owners.

Two collegewide meetings will be held on March 9 and 10. These meetings provide faculty and staff updates on various

Campus Report,
Fresno City College
(continued)

areas of the college. Reports will be presented on facilities, strategic plan implementation, accreditation and a technology use status report. Both meetings will be held in the Theatre.

A rally to announce this year's Millers Tools for Success winners will be held on Wednesday, March 29 at 10:30 a.m. in the Free Speech Area. Football great Tim McDonald will be this year's featured speaker.

Instructor Kehinde Solwazi was the featured speaker at the Noontime Lectures at the Met on March 1. His presentation was titled "African American History: The Beginning."

FCC and the Hispanic Economic Development Agency of Fresno County host the Hispanic Male Youth Leadership Conference on March 11. Poet Gary Soto and Assemblyman Dean Florez will be the keynote speakers.

Charles Francis, director of grant funded education, has been elected president of the Fresno County Board of Education. Charles was elected to the Board in 1998.

Directed by new faculty member Chuck Erven, the American classic "Picnic" will be performed on the theatre main stage March 9-18. The March 17, 7:30 p.m. performance will feature an interpreter for the hearing impaired.

In the midst of winning games the men's basketball team was also busy making special appearances. Four team members and coach Denny Aye attended the American Lung Association's Adventure Fair for Kids with asthma. The team was also busy the past two weeks fending off opponents in post-conference play off games on their way to the state basketball finals. The team will play in the quarterfinals on Thursday against L.A. Valley College at 4 p.m. in the University of the Pacific's Spanos Center.

Campus Report,
Reedley College

From Reedley College, Dr. Crow reported the following:

Congratulations to the Reedley College LAND Department, who will receive the 1999-2000 Outstanding Program Award from the California Community College Association of Occupational Educators on March 9 in Yosemite.

Art Instructor James Soares conducted a Blossom Trail Watercolor Workshop March 3 through 5 in Reedley. Soares, a national award winner, showed students how to achieve vibrant and luminous color in their paintings.

Campus Report,
Reedley College
(continued)

Storyteller and performing artist Charlotte Blake Alston will be featured at the RC Speakers Series on Thursday, March 16 at 7:00 p.m. in the Forum Hall. Blake Alston's repertoire includes stories, historical raps, monologues, poetry, and dramatizations of such luminaries as Sojourner Truth and Harriet Tubman.

The RC LAND Department staff and students are preparing for the 33rd annual FFA Field Day that will be held at Reedley College on Saturday, March 18 from 7:30 a.m. to 4:30 p.m. More than 650 students from 70 high schools will participate in twelve different competitions.

The fourth annual Reedley College Latino Film Festival will begin Friday, April 7 at 6:30 p.m. at the RC Forum Hall. The featured film will be Heroes from Another Country, a Puerto Rican film in Spanish. The festival will be held every Friday evening through May 12. It is open to the public and there is no charge for admission.

Thanks to an SCCCD grant, Reedley College and three Kings Canyon Unified Schools: Great Western Elementary, Citrus Middle School, and Reedley High School are enhancing a portion of the trail along the Kings River on the west side of the RC campus. On March 11, RC Forest/Park Technology students, middle school students, high school students, and U.S. Forest Service personnel will participate in a Trail Project Work Day.

Congratulations to RC ESL Instructor Felisa Heller, whose presentation titled "ESL Immigrant Adult Students Write Web Pages" was selected for the Emerging Technologies in Teaching Languages and Culture Conference in Monterey on March 24, 2000.

Campus Report,
North Centers

Dr. Yeager reported the following from the North Centers:

Oakhurst:

The Oakhurst Center will have a booth at the Pines Resort Job Fair on March 24th to promote the new Hospitality Program.

Once again, the Oakhurst Center will participate in the Eastern Madera County "Showcase of Schools" on March 23rd at Oak Creek Middle School, sponsored by the Education Committee of the Chamber of Commerce.

Campus Report,
North Centers

This year, students from the Oakhurst Center will be submitting their literary work in the North Centers "Literary and Art Journal."

Madera:

Several individuals from the Madera Center participated in the Mock Interviews held at Madera High School last week sponsored by the Chamber of Commerce. Successful participation in these interviews will be a graduation requirement within the next two years.

The Madera Center celebrated African/American History Month in February. Events included a luncheon and dialogue on African/American history featuring John Collins, a retired pastor and historian; a drum and dance group; an art demonstration; and a community reception and discussion regarding the African/American artifacts that were on display.

Tina Masterson addressed a group of approximately 60 parents last week at the annual Eastin-Arcola Elementary School Parent Training Day. The presentation was bilingual and provided information regarding educational opportunities for the parents and their children.

Plans are currently underway for the Third Annual Writers' Conference at the Madera Center. Last year over 350 people attended this event. The keynote speaker this year will be David Masumoto, a local author and farmer.

The building at Madera is on schedule, in spite of the weather.

Clovis:

Alpha Gamma Sigma students will kick off two service projects this month: Students will be volunteering their services for a Habitat for Humanity house, and will also be preparing gift bundles for newborns at University Medical Center to be given to low-income mothers as they leave the hospital. The bundles will include diapers, booties and blankets.

The Journalism Club will be publishing the first student newspaper within the next several weeks.

North Centers:

Our School Relations Specialist and our educational advisors met with over 300 high school students during February.

Campus Report,
North Centers
(continued)

Students from Madera and Oakhurst are currently developing plans for, and organizing, a North Centers' Student Government. We'll get students from Clovis involved also. Mr. Patterson questioned the status of the parking lot at Oakhurst. Mr. Sharpe explained that later on the agenda there is an award of a bid for pavement rehabilitation districtwide, and this does include the additional parking lot at the Oakhurst Center. Recently, some general site grading was completed, and parking lot lighting installed.

Mr. Manfredi requested Dr. Yeager and Mr. Aydelotte publicize the District's activities at the Oakhurst Center in an effort to keep the community informed.

Academic Senate
Report

Dr. Abbott, Reedley College Academic Senate President, stated that he has no report at this time as he will be giving the report at the April Board meeting to be held in Reedley. However, he distributed an email address correction referred to in last month's Senate report on behalf of Paula Castagna.

Classified Senate
Report

Ms. Cheryl Sullivan, Classified Senate President at Fresno City College, reported that the Senate is spearheading a forms taskforce that is evaluating the distribution, centralization and creation of forms on campus. This effort has been well received and has participation from faculty, administration, and staff. Several months ago planning began for the Staff Development Day on April 18th. A Skill Path representative will be brought in to offer seminars on teamwork, motivation, constructive feedback, and dealing with unacceptable behavior in the workplace. Other sessions will also be offered, one of which will have the staff members trying to accomplish the complicated procedures that we expect the students to go through, such as getting a waiver for a health class, or challenging a class. A classified committee is being formed that will analyze the impact that the proposed sixteen-week semester and weekend college will have on the staff. These non-bargaining issues need to be addressed in order to find working alternatives where necessary or finding the problems before they become an overwhelming situation. For travel and conference this month, the Senate is funding six staff members for software training to increase their job skills, representation to the state conference, "A New Vision for the Next Millennium," as well as representation to "Effective Employee Orientation Programs." The Classified Senate is glad to be included in the accreditation process, serving on the committees and co-chair positions, and look forward to the team's visit.

Technology
Training of Staff

Dr. Janice Emerzian, Ms. Jannett Jackson, and Mr. Lloyd Dry gave an update on the District's technology training of staff using TTIP funds. The presentation included the types of training provided, how the Partnership for Excellence Goals and District Master Plan Goals are addressed, how the funds have been used, how success is measured, and future training plans.

The Board asked questions regarding training as a trainer, development of a core of people that can provide maintenance/repair to the District's computers, and how the training relates to the Central Valley Technology Center (CVTC) as well as their repair service.

Dr. Redwine advised that she met with Dr. John Welty, Dr. Peter Mehas, and Dr. Wendy Wakeman last week to talk about CVTC and which aspects of their program will be viable in the future. The members of CVTC are not using the repair center; however, the public school districts and County Office of Education do use it, and this is a matter that needs to be looked into.

Dr. Emerzian reminded the Board that this presentation is just one segment of the training going on throughout the District and would welcome the opportunity to provide updates on other training programs in the future.

Consent Agenda
Action

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

Resignation,
Certificated
Personnel
[00-54]
Action

approve certificated personnel recommendations, Item A, as presented. (List A is herewith made a part of these minutes as Appendix I, 00-54).

Employment,
Lateral Transfer,
Change of Status,
Promotion,
Termination,
Resignation, and
Retirement,
Classified Personnel
[00-55]
Action

approve classified personnel recommendations, Items A through H, as presented. (Lists A through H are herewith made a part of these minutes as Appendix II, 00-55).

Employment of
Part-Time Faculty
on Adjunct Faculty
Salary Schedule,
Spring 2000, Fresno
City College,
Reedley College,
and North Centers
[00-56]
Action

approve employment of part-time faculty on the Adjunct Faculty Salary Schedule for Fresno City College, Reedley College, and North Centers for Spring 2000, as presented.

2000-01 Contract
Status of
Certificated
Personnel
[00-57]
Action

pursuant to Education Code Sections 87605, 87608, and 87609, approve the attached list of certificated personnel for re-employment for the 2000 academic year as indicated, subject to assignment by the Chancellor and salary placement as adopted by the Board of Trustees.

Approval of
Certificated
Personnel Teaching
in Secondary
Subject Area
[00-58]
Action

adopted the following resolution:

WHEREAS, in accordance with Section 52060 of the California Administrative Code, the governing board of a district may authorize holders of the Community College Instructor Credential issued before January 15, 1977, to teach courses in those secondary subject areas designated on their credential documents; and, for holders of the Community College Instructor Credential issued after January 15, 1977, to teach courses in a subject matter area in which the holders have completed a minor; and

WHEREAS, it is the intention of this Board to provide such authorization as needed to carry out the educational programs of the institutions of this District during the 2000-2001 college year;

NOW, THEREFORE, BE IT RESOLVED that whenever the College President and the Chancellor believe it is necessary and in the best interest of the District's students, the Board of Trustees of the State Center Community College District hereby authorizes holders of the Community College Instructor Credential issued:

- (1) before January 15, 1977, to teach courses in those secondary subject areas designated on their credential documents, and

Approval of
Certificated
Personnel Teaching
in Secondary
Subject Area
[00-58]
Action
(continued)

(2) after January 15, 1977, to teach courses in the subject matter area in which the credential holders have completed a minor.

Consideration to
Approve Out-of-
State Travel,
Forensics Team,
Fresno City College
[00-59]
Action

approve out-of-state travel for eight Fresno City College forensics students to travel to Omaha, Nebraska to participate in the National Debate Championships to be held March 9-11, 2000, with the understanding that the trip will be financed without requiring expenditures of District funds.

Consideration to
Approve Contracts
between the District
and the California
Department of
Education
[00-60]
No Action

There were no contract renewals presented for consideration.

Review of District
Warrants and
Checks
[00-61]
Action

review and sign the warrants register for the period January 25, 2000, to February 29, 2000, in the total amount of \$16,020,660.68.

review and sign the check registers for the Fresno City College and Reedley College Co-Curricular and Bookstore Accounts for the period January 22, 2000, to February 25, 2000, in the amount of \$1,082,800.88.

Consideration of
Report of
Investments
[00-62]
Action

accept the quarterly performance review, as provided by the County of Fresno for the quarter ending December 31, 1999.

Transfer of Funds -
Dormitory Revenue
Fund to Dormitory
Bond Interest and
Redemption Fund
[00-63]
Action

authorize the County Superintendent of Schools to transfer \$2,325.00 from the Dormitory Revenue Fund to the Dormitory Bond Interest and Redemption Fund to permit the April 1 payment of semiannual interest of \$2,325.00 to the U.S. Department of Education.

Consideration to
Approve 2000-01
Residence Hall
Rate, Reedley
College
[00-64]
Action

establish the Reedley College Residence Hall annual rate for 2000-01 at \$1,770.00, plus a refundable damage deposit of \$100.00 and an activity fee of \$20.00.

Consideration to
Approve Sale of
Surplus Property
[00-65]
Action

authorize disposal of District surplus property by auction.

Consideration to
Authorize
Agreement with
CVIP for Student
and Faculty Internet
and E-mail Access
[00-66]
Action

approve an agreement with the Central Valley Internet Project for Student and Faculty Internet and E-mail Access, and authorize the Chancellor or Vice Chancellor-Business to sign the Agreement on behalf of the District.

Consideration of
Bids, Livestock
Barn, Reedley
College
[00-67]
Action

award Bid #9900-25 in the amount of \$33,537.00 to Durham Construction Company, the lowest responsible bidder for the Livestock Barn at Reedley College, and authorize the Chancellor or Vice Chancellor-Business to sign an agreement on behalf of the District.

Consideration of
Bids, Electrical
Rehabilitation,
Reedley College
[00-68]
Action

award Bid #9900-27 in the amount of \$75,342.00 to Steven's Electrical Contracting, the lowest responsible bidder for the Electrical Rehabilitation at Reedley College, and authorize the Chancellor or Vice Chancellor-Business to sign an agreement on behalf of the District.

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

Consideration to
Appoint Vice
Chancellor,
Educational Services
and Planning
[00-69]

Dr. Padden stated that the District recently conducted a national search to fill the position of Vice Chancellor, Educational Services and Planning. A total of 38 completed applications were received. Eight individuals were invited for interview with four candidates being sent forward to the Board for final interview.

It is recommended that the Board appoint Dr. Shirley Bruegman to the position of Vice Chancellor, Educational Services and

Consideration to
Appoint Vice
Chancellor,
Educational Services
and Planning
[00-69]
(continued)

Planning. Dr. Bruegman is currently serving as the Dean of Instruction at Reedley College where she is responsible for planning, development implementation and evaluation of all academic programs and related services; as such she has responsibility for approximately 61% of the general operating budget. Prior to joining Reedley College, Dr. Bruegman served as Interim Dean of Instruction at Fresno City College. She also served as Associate Dean of Instruction of the Business Division, Fresno City College. Prior to joining Fresno City College, she served as a Vice Principal of the Adult School of Clovis Unified, Learning Director at Clovis High School and served in the Office of Instruction at the district level at Clovis Unified.

Dr. Bruegman received her Bachelor's degree from the University of Nebraska, her Masters degree from California State University, Fresno; and her Doctoral degree from California State University, Fresno/University of California, Davis.

Action

A motion was made by Mr. Smith and seconded by Mr. Feaver that the Board of Trustees appoint Dr. Shirley Bruegman to the position of Vice Chancellor, Educational Services and Planning effective March 1, 2000, with placement on the Management Salary Schedule, Range 76, Step 6.

Public Hearing on
Board's Response to
Initial Bargaining
Proposals by the
State Center
Federation of
Teachers, Local
#1533, CFT/AFT,
CIO/AFL
[00-70]

Dr. Padden reviewed that Government Code Section 3540 et seq. sets forth the "sunshine" provisions of the Rodda Act. The Board is required to hold public hearings on the initial proposals of the employee group and those of the Board. The State Center Board of Trustees proposal is as follows:

**INITIAL PROPOSAL FROM THE
STATE CENTER COMMUNITY COLLEGE DISTRICT
TO THE
STATE CENTER FEDERATION OF TEACHERS
LOCAL 1533
2000-2003 BARGAINING**

The collective bargaining proposals submitted herein by the State Center Community College District Board of Trustees are expressly pursuant to the Educational Employment Relations Act and Article V, WAIVER OF BARGAINING, of the current Collective Bargaining Agreement between the parties.

It is the intention of the State Center Community College District Board of Trustees to bargain in good faith over the

Public Hearing on
Board's Response to
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State Center
Federation of
Teachers, Local
#1533, CFT/AFT,
CIO/AFL
[00-70]
(continued)

proposals submitted by the respective parties to the Collective Bargaining Agreement.

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

ARTICLE I
TERM OF AGREEMENT

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

The term of agreement shall include the full statutory allowance of three years from **July 1, 2000** ~~July 1, 1997~~, or the date the Agreement is ratified and/or approved, whichever is later, to **June 30, 2003** ~~June 30, 2000~~.

ARTICLE IX
FEDERATION RIGHTS

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

References to public information, employee lists, Federation officials, mailbox usage, bulletin board usage, facility usage, telephone usage, and release time will provide for a greater detailed understanding of the parties of the rights and obligations in each of these areas. Additionally, an indemnification provision will be added to save harmless the College District in such matters which confer benefits on the Federation.

ARTICLE XII
HOURS, WORKLOAD, CLASS SIZE

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

Article XII, SECTION 3 - LECTURE HOUR EQUIVALENTS

- 1) Lecture hour equivalent (LHE) value for lecture classes shall be as follows (to be computed on ~~the~~ ~~first~~ ~~(1st)~~ census day ~~week~~ enrollment):

	<u>Number of Students</u>	<u>Lecture Hour Equivalents</u>
Public Hearing on Board's Response to Initial Bargaining Proposals by the State Center Federation of Teachers, Local #1533, CFT/AFT, CIO/AFL [00-70] (continued)	50 or less	1.0
	51 - 65	1.2
	66 - 75	1.4
	76 - 85	1.5
	86 - 100	1.6
	101 -120	1.8
	121 -140	1.9
	141 - 175	2.1
	176 - 215	2.3
	216 - 260	2.5
	261 - 310	2.7

The above figures apply to laboratory classes, except that the L.H.E. figures will be multiplied by seventy-five hundredths (0.75).

By mutual agreement between the instructor and the dean of instruction, adjustments in teacher workload based on the application of the above formula which would normally dictate the changing of an instructor of a class shall not be made until the following semester. By mutual agreement between the instructor and the dean of instruction, factors for lecture hour equivalents for lecture classes may be established by using the number which is the arithmetic mean of the number of students in all classes of the contract load for the instructor, computed on ~~the first (1st)~~ census ~~week day~~ enrollment. The ~~first (1st)~~ census ~~day week~~ enrollment reflects all new registrations, additions, and drops that are returned to the admissions and records offices by the end of the Friday that precedes Monday of ~~the first (1st)~~ census ~~day week~~; ~~this Friday could be the thirteenth (13th), fourteenth (14th) or fifteenth (15th) day of the semester.~~

- 2) **The provisions regarding workload, work week, office hours, calendar, department head, reassigned time and distance education will be further clarified to ensure the highest quality of education provided to the College District students in relation to the efficiency, costs, and educational program design. Additionally, development of educationally related programs and their ownership shall further be clarified and defined in order to provide clear**

Public Hearing on
Board's Response to
Initial Bargaining
Proposals by the
State Center
Federation of
Teachers, Local
#1533, CFT/AFT,
CIO/AFL
[00-70]
(continued)

**understanding as to the rights and obligations
of faculty members.**

**ARTICLE XIII
FACULTY CONDITIONS**

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

**Faculty shall be required to comply with
technology proficiency requirements as well as
existing standards of performance required for
continued employment.**

**ARTICLE XV
INSURANCE PROGRAMS**

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

**The District will continue to offer the current
benefits of Article XV, Insurance Programs, at the
stated current monthly contribution. The benefits
program, including medical insurance, dental
insurance, vision insurance, salary protection
insurance, life insurance and retiree health
insurance shall continue within the limitations
prescribed by the parties for the 2000-2003 school
year. Increased cost of these programs for the
period 2000-2003 and subsequent years will not be
the obligation of the College District beyond the
levels provided for in Compensation and the
provisions of Article XVII, Compensation.**

**Compensation as provided for in Article XVII, is
designed to allow use for insurance programs.
Should there be an increase in the premium costs
of the current benefits program, the College
District agrees to explore the options available for
covering such increases from compensation.**

**The District has the sole discretion to change
benefit plans administrators and providers so long
as the actual benefits received by enrollees are
substantially comparable to those under the
former benefit plan.**

Public Hearing on
Board's Response to
Initial Bargaining
Proposals by the
State Center
Federation of
Teachers, Local
#1533, CFT/AFT,
CIO/AFL
[00-70]
(continued)

ARTICLE XVII
COMPENSATION

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

Section 1. Salaries

Compensation for members of the faculty bargaining unit shall include, but not be limited to:

Salary
Class and Step
Salary - Fringe Impact
Health and Welfare Benefits
Additional Costs as related to the
implementation of the Agreement

The provisions of Article XVII, Compensation, will provide a basis for compensation covering the three year maximum statutory period pursuant to Government Code section 3547 et seq., the Educational Employment Relations Act, and will take into consideration application of state and federal laws, the interests and welfare of the public and the financial ability of the College District, the Consumer Price Index for goods and services where applicable, the overall compensation presently received by employees in the bargaining unit, including direct wage compensation, calendar of services, insurance and retirement benefits, the continuity and stability of employment, and all other benefits received which may bear upon compensation. Additionally, as such prospective compensation determinations may differ from the prior experiences of the parties, a method for resolving any disputed claims will be included.

The District is currently unaware of the income it will receive for the forthcoming school year, as the COLA from the state budget has not be clarified. It is the intention of the District to propound a compensation offer as soon as reasonably practicable once it receives sufficient information from the state regarding budgetary allocations.

Public Hearing

Mr. Manfredi convened a public hearing at 4:50 p.m. Ms. Castagna, Fresno City College Academic Senate President, requested a copy of the proposals in writing. There being no further comment from the public, Mr. Manfredi closed the hearing at 4:51 p.m.

Assignment of
Board
Representatives for
Graduation
Ceremonies
[00-71]
Action

Mr. Manfredi asked for volunteers to attend the graduation ceremonies scheduled for May 19, 2000, at Fresno City College, Reedley College, and the Madera Center.

Mr. Manfredi and Mr. Patterson will serve at Fresno City College; Mr. Thonesen, Mr. Feaver, and Ms. Smith will serve at Reedley College; and Mr. Smith and Mr. Forhan will serve at the Madera Center.

Consideration of
Agenda Items for
Board Retreat, April
28-29, 2000
[00-72]
Action

Mr. Manfredi asked the Board for discussion items for the Board Retreat scheduled for April 28-29, 2000, at Bass Lake. The following topics were submitted:

- Operation of the Manchester Center, Update on the Madera Center, and Weekend Classes (Ms. Smith).
- Strategic policy in connection with the Training Institute and the Vocational Training Center being an integrated system (Mr. Forhan).
- Expansion of the Vocational Training Center as a matter of strategic planning, How the Police Academy is operating and where it should be located, and Growth: How the District is growing and strategic planning about the future direction (Mr. Smith).
- Distance Learning and On-Line Curriculum: The roles they play and potential funding, Uniformity/Centralization of outreach recruitment and advising, and Goals/Accomplishments of administrative staff (Mr. Manfredi).

Mr. Patterson expressed his concern about the number of items submitted and suggested that some of the items be discussed at special meetings or workshops.

Mr. Manfredi requested a list of the proposed items be sent to the Board for indication as a retreat item, special meeting, or a presentation at a regular Board meeting.

Consideration of
The Greater Fresno
Consortium, Inc.'s
Request to Access
Madera Center
Sewer Line
[00-73]

Mr. Sharpe reported that at the January 11 Board meeting a request was made by representatives of The Greater Fresno Consortium, Inc. (GFC, Inc.), to allow connection of a proposed Wilberforce University, West Coast Campus, to the District's sewer line currently being installed as part of the off-site improvements at the Madera Center. As a result of the request, the Board directed the administration to investigate issues related to the proposed connection prior to consideration of this request at the March Board meeting. On February 9 the administration provided a letter to the GFC, Inc., requesting information regarding the proposed campus and related connection issues. To date, the administration has not received a comprehensive response to these issues. GFC, Inc., representatives have been informed that the item has been placed on the agenda, as requested; however, without a response to the identified issues, it is impossible for the District administration to recommend acceptance. The GFC, Inc. representatives would still like the Board to consider their request once they have been able to address the issues in the District's letter of February 9 and are asking for more time to prepare the response.

Mr. Forhan stated there should not be an extension until there is full authorization from Wilberforce University.

Mr. Smith stated there is no action needed as the request dies on its own, unless GFC, Inc., comes back with a proposal with some foundation to it.

Mr. Patterson added that the Board should not grant GFC, Inc.'s request for an extension until there is authorization from Wilberforce.

Action

The Board agreed that no action will be taken on The Greater Fresno Consortium Inc.'s request for an extension until authorization is provided by Wilberforce University.

(Ms. Smith left the meeting at 4:58 p.m.)

Consideration of
Bids, Paving
Rehabilitation,
Districtwide
[00-74]

Mr. Sharpe reviewed that annually the District provides for parking lot and pavement improvements utilizing parking fee revenues. This year's projects include improvements at all sites with the exception of the Vocational Training Center, which has received funding in prior years.

Bid #9900-26 will provide for the restoration at the above sites as well as for parking expansion at the Oakhurst Center.

Consideration of
Bids, Paving
Rehabilitation,
Districtwide
[00-74]
Action
(continued)

A motion was made by Mr. Smith and seconded by Mr. Patterson that the Board of Trustees award Bid #9900-26 in the amount of \$190,916.56 to C & C Asphalt Sealing & Paving, the lowest responsible bidder for Paving Rehabilitation, Districtwide, and authorize the Chancellor or Vice Chancellor-Business to sign an agreement on behalf of the District. The motion carried by the following vote:

Ayes - 6
Noes - 0
Absent - 1

Consideration of
Bids, Roofing
Project,
Districtwide
[00-75]

Mr. Sharpe stated that similar to the annual bid for pavement rehabilitation, Bid #9900-28 is for the reroofing of various buildings at Reedley College, Fresno City College, the Vocational Training Center, and the Clovis Center. Funding for this project will be provided by the State Scheduled Maintenance and Repair Program (Deferred Maintenance).

Action

A motion was made by Mr. Forhan and seconded by Mr. Thonesen that the Board of Trustees award Bid #9900-28 in the amount of \$290,030.00 to B & R Roofing Company, the lowest responsible bidder for the Roofing Project, Districtwide, and authorize the Chancellor or Vice Chancellor-Business to sign an agreement on behalf of the District. The motion carried by the following vote:

Ayes - 6
Noes - 0
Absent- 1

Old Administration
Building
Subcommittee
Update

Mr. Manfredi reported that the Old Administration Building Subcommittee met on February 10 and that no progress was made.

Reports of Board
Members

Mr. Gonzales, Reedley College Student Trustee, began his report by stating he is glad to be back and apologized for his recent absences at the meetings. The African American History Month was quite a success and students were treated with literature, live entertainment, and food sampling. There was also a photo display of some of the most significant African Americans of our time. A popular student activity this semester has been the "Who Wants to be a Millionaire" game played in the cafeteria with the best participation and interest seen all semester. This month the Associated Student Body will participate in the Big Sister/Big Brother Bowl-A-Thon, and will

Reports of Board
Members
(continued)

also attempt to be the most successful school in selling newspapers for Kid's Day.

Ms. McGough, Fresno City College Student Trustee, stated this weekend's Renaissance Festival brought in almost 2,000 people on Saturday, and unfortunately, the rain did not hold out for Sunday's festivities. She announced that March is Women's History Month and for almost nine decades women have been struggling for equality, justice, peace, and development. Women are the heartbeat of our society and have made contributions to the world that are priceless. The Board's commitment to diversity in leadership can be seen by the presence of some very outstanding women in the District, such as Chancellor Judith Redwine, Shirley Bruegman, Janice Emerzian, Carolyn Drake, Sherian Eckenrod, Peg Mericle, Jannett Jackson, Susan Speece, Debbie Ikeda, and Gurdeep Sihota, the Associated Students' Advisor. A number of events in connection with Women's History Month are scheduled, including a panel discussion on "Violence Against Women" and a presentation on the history of women artists. The next Club Rush is scheduled for tomorrow and will be held in the fountain area from 10:00 a.m. to 2:00 p.m. The college will once again be a part of Kid's Day. The Police Academy, along with several clubs and student volunteers, will be selling the special edition of *The Fresno Bee*. On March 29 the Associated Student Government will be hosting its traditional Ram Doggie Round-up barbecue, and all students who have purchased an ASG card get a free meal, thanks to business donations. In closing, Ms. McGough stated that *The Key to Life* by Sophia Bedford Pierce summed up International Women's Day when she wrote, "Feed the soil first. If you do not, even the sun and water of the most vibrant spring will bring forth only a poor seedling."

Mr. Forhan stated that he enjoyed reviewing the sabbatical information and that this is a tremendous program.

(Ms. Smith returned to the meeting at 5:10 p.m.)

Mr. Manfredi noted that he and Trustee Willie Smith and Trustee Dorothy Smith attended the Wall of Honor, and it was very well done. He and Dr. Redwine, per the Board's direction, met with Mr. Frank Bigelow, a member of the Fresno County Board of Supervisors and a member of LAFCO, regarding the decision to not allow annexation of the college's planned area into the City of Madera's sphere of influence. It had been previously pointed out to Mr. Bigelow and Mr. Silva, another member of the Board of Supervisors, that they had already approved a specific plan for development. Mr. Bigelow

Reports of Board
Members
(continued)

extended his support and interest in the college and said they would not stop development; however, they do not want development to be controlled by the City in the near future. Mr. Bigelow agreed to contact the District when they begin to develop guidelines for future development.

Mr. Patterson asked if the County was going to supply the sewer facilities. Mr. Manfredi said that Mr. Bigelow commented that the sewer, by its funding, is a regional sewer and it is the County's position that the City cannot stop hookup into the sewer. Mr. Manfredi continued that he explained to Mr. Bigelow that this is not the most efficient way to allow for development.

Ms. Smith thanked the Wall of Honor Committee, under the leadership of Janice Emerzian, for a wonderful ceremony. Last week, she attended the Preparing Young Warriors for the 21st Century, sponsored by Fresno City College and under the direction of Robert Fox. It was a great conference and she and one of her students attended. Fresno City College is reaching out to the Native Americans and they know this is a place they can come to get an education. She attended the Fresno City College basketball game where they won a chance to go on to the championships. The team seems to be better this year and has it all together, and she wishes the team and coach the best.

Closed Session

Mr. Manfredi stated that the Board, in closed session, will be discussing the following: Conference with Labor Negotiator [SCFT and CSEA], Hank Padden, Pursuant to Government Code Section 54957.6; Public Employment: Consideration to Appoint Administrator, Special Assignment; Public Employee Evaluation/Discipline: Pursuant to Government Code Section 54957; and Public Employment: Extension of Management Contracts, Pursuant to Government Code Section 54957. Mr. Manfredi declared a recess at 5:17 p.m.

Open Session

The Board moved into open session at 7:30 p.m., and Mr. Manfredi announced the Board in closed session extended senior administrative contracts for one year for the Vice Chancellor-Business, Vice Chancellor-Personnel, Fresno City College President, and Reedley College President.

Adjournment

The meeting was adjourned at 7:32 p.m. by the unanimous consent of the Board.

HRF:cs

H. Ronald Feaver
Secretary, Board of Trustees
State Center Community College District

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Employment, Certificated Personnel

ITEM NO. 00-76

EXHIBIT: Certificated Personnel Recommendations

Recommendation:

It is recommended that the Board of Trustees approve the certificated personnel recommendations, Item A, as presented.

CERTIFICATED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following person:

<u>Name</u>	<u>Campus</u>	<u>Range & Step</u>	<u>Salary</u>	<u>Position</u>
Spear, Gracie	FCC	III, 6	\$58,344	DSP & S Counselor

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

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

ITEM NO. 00-77

EXHIBIT: Classified Personnel Recommendations

Recommendation:

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

CLASSIFIED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following person (limited term):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Range/Step/Salary</u>	<u>Date</u>
Allen, Selena (replacing regular employee on leave)	FCC	Library/Lrn Res Asst I Position No. 2092	38-A \$10.04/hr.	3/20/00

B. Recommendation to employ the following persons (extra help):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Alsdorf, Carol	FCC	Instructional Aide	\$ 5.75	2/16/00
Chevalier, Laurie	FCC	Instructional Aide	5.75	2/9/00
Dunklee, Rhiannon	FCC	Instructional Aide	5.75	3/7/00
Fierro, Susan	FCC	Instructional Aide	5.75	2/8/00
Halvorsen, Mark	FCC	Instructional Aide	5.75	3/1/00
Rowe, Steven	Madera	Instructional Aide	5.75	2/28/00
White, Alice	Reedley	Instructional Aide	5.75	2/24/00
Byant, George	FCC	Registration Assistant	5.75	2/22/00
Cenci, Melissa	FCC	Registration Assistant	5.75	2/7/00
Doninguez, Deanna	FCC	Registration Assistant	5.75	2/15/00

April 4, 2000

B. Recommendation to employ the following persons (extra help) (continued):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Pompa, Alma	FCC	Registration Assistant	5.75	3/3/00
Ramirez, Roberto	FCC	Registration Assistant	5.75	3/13/00
Vang, Choo	FCC	Registration Assistant	5.75	2/2/00
Garcia, Michael	DO	Office Assistant I	5.75	2/24/00
Hamilton, Yvonne	FCC	Office Assistant I	5.75	2/22/00
Owen, Julie	FCC	Office Assistant I	5.75	2/17/00
Daugherty, Dennis	Madera	Tutorial Assistant I	5.75	3/1/00
Garibay, Francisco	RC	Tutorial Assistant I	5.75	1/26/00
Gonzalez, Maria	Madera	Tutorial Assistant I	5.75	2/28/00
Kurumaji, Jamie	RC	Tutorial Assistant I	5.75	1/26/00
Morgan, Shaheedah	RC	Tutorial Assistant I	5.75	1/26/00
Cordero, Ernest	FCC	Custodian	6.19	2/16/00
Uribe, J. Ismael	RC	Custodian	6.19	3/8/00
Rodarte, Ray	DO	Groundskeeper	6.40	2/14/00

April 4, 2000

B. Recommendation to employ the following persons (extra help) (continued):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Rodriguez, III Ramiro	DO	Groundskeeper	6.40	2/15/00
Lor, Ka	FCC	EOPS Voc Intern	6.45	2/10/00
Charon, Kate	FCC	Peer Mentor	6.45	2/3/00
Renteria, Susan	FCC	Office Assistant III	6.96	2/16/00
Sall, Ethan	DO	Office Assistant III	6.96	3/16/00
Vathayanon, Schlit	FCC	Art Model	7.73	3/7/00
Jenkins, Rashawnda	FCC	Instructional Technician	7.73	3/7/00
Lamberti, Jason	FCC	Instructional Technician	7.73	2/16/00
Massie, Sarah	FCC	Instructional Technician	7.73	2/17/00
Santiago, Michelle	FCC	Deaf Interpreter I	7.79	3/9/00
Gonzalez, Maria	FCC	Student Pers Svc Asst	8.41	2/28/00
Carranza, Candelaria	FCC	Educational Advisor	9.02	2/17/00
Kao, Pei-Yu	FCC	Educational Advisor	9.02	3/8/00
Natal, Lori	FCC	Educational Advisor	9.02	2/9/00

April 4, 2000

B. Recommendation to employ the following persons (extra help) (continued):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Schuman, Sarah	FCC	Exam Proctor	9.20	2/16/00
Esquivel, Rene	FCC	Program Dev Asst	9.47	2/17/00
Lopez, Ismael	DO	Bus Driver	10.57	2/15/00
O'Brien, Megan	FCC	Program Dev Coordinator	10.83	2/7/00
Alvarado, Ana	RC	School Rel Specialist	11.85	2/22/00
Quiroz, Vincent	FCC	Program Specialist I	12.50	3/1/00
Anaya, Rosemary	RC	Program Specialist II	15.00	2/15/00
Dominguez, Soledad	FCC	Program Specialist II	15.00	3/10/00
Gallegos, Irene	FCC	Program Specialist II	15.00	2/15/00
Smith, Tina	RC	Program Specialist II	15.00	2/15/00
Cantrell, Nancy	FCC	Program Specialist III	18.00	3/1/00
Mejia, Mark	FCC	Program Specialist III	18.00	2/16/00

C. Recommendation to approve promotion of the following employee (regular):

Name	Location	Classification	Range/Step/Salary	Date
Henderson, Sean	FCC	Job Developer	62-B	3/21/00
		Position No. 2298 to	\$3291	
		Job Placement Coordinator	66-B	
		Position No. 2250	\$3625	

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

Name	Location	Classification	Date
Timmons, Warren	FCC	Employment/Case Management Specialist	2/14/00
		Position No. 2293 to	
		Position No. 2311	

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

Name	Location	Classification	Range/Step/Salary	Date
Kubin, Caroline	DO	Confidential Clerk	C50-E	3/1/00
		Position No. 1045 to	\$3038	
		Administrative Aide	53-E	
		Position No. 1048	\$3057	
(underfilling vacant position)				
Marchbanks, Clara	Madera	Office Assistant III	48-C	2/1/00
		Position No. 6007 to	\$2455	
		Madera Center Coor	69-A	2/29/00
		Position No. 6001	\$3714	
(replacing regular employee on half-time leave)				
Romero, Anthony	RC	General Utility Worker	43-E	1/1/00
		Position No. 3064	\$2396	
		to	43-E+15%	6/30/00
(pursuant to CSEA agreement Article 34, Section 8, assuming additional duties)				
Quesada, Kim	DO	Administrative Assistant	55-B	3/1/00
		Position No. 1065 to	\$2773	
		Secretary to Vice Chan	C58-A	
		Position No. 1137	\$3038	
(filling vacant position pending recruitment/selection)				

April 4, 2000

E. Recommendation to approve change of status of the following employees (regular) (continued):

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Range/Step/Salary</u>	<u>Date</u>
Millar, Brad	FCC	Upward Bound Assistant	52-E	2/14/00
		Position No. 2258 to	\$2984	thru
		Upward Bound Coor	66-A	6/30/00
		Position No. 2257	\$3455	

(replacing employee on leave)

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

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Date</u>
Wright, Edward	FCC	Upward Bound Assistant	2/15/00
		Position No. 2257	thru 7/1/00

(pursuant to Article 13 of the CSEA agreement)

Baker, Donna	RC	Micro Computer Res Technician	1/26/00
		Position No. 3124	thru 4/30/00

(pursuant to Article 14 of the CSEA agreement)

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Study Abroad Program, Semester in England,
Spring 2001

ITEM NO. 00-78

EXHIBIT: None

Background:

As part of its continuing commitment to the development of mutually beneficial international relationships which contribute to the improvement of college programs and services, broaden the educational experience, and promote international understanding, the District again is planning a Semester in England program for spring 2001. The success of this program has been very encouraging.

The program is based on an enrollment of 20 students. The students will spend the first four weeks of the semester in on-campus study, after which they would travel to Kingston-upon-Thames, a suburb twenty minutes southwest of central London.

The instructors, who have been chosen pending Board approval, are Joan Newcomb and Charles Lynes, both from Fresno City College. They would teach general education transfer courses.

Travel arrangements, use of college facilities in England, home stay for students; and general promotion would be handled by CAPA. The instructors would organize the academic program, promote it locally, and teach and administer the program in England.

Program implementation will be in accordance with current District policies and regulations and college procedures.

Recommendation:

It is recommended that the Board of Trustees: 1) approve the offering of a 12-15 unit Semester in England program in Kingston-upon-Thames for the spring semester, 2001; and 2) appoint Joan Newcomb and Charles Lynes, both from Fresno City College, as instructors for the program.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

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

ITEM NO. 00-79

EXHIBIT: None

Background:

Fresno City College is seeking Board authorization for out-of-state travel for three conferences for Phi Theta Kappa. The first request is for one student to attend the 2000 American Association of Community Colleges Convention in Washington, D.C. on April 9-10, 2000, in connection with the student's selection to the All-USA Academic Team for Community and Junior Colleges.

The second request is for seven Phi Theta Kappa students to attend the Regional Convention in Reno, Nevada on May 5-7, 2000. The advisor is R. S. Guglielmino. Students are responsible for all costs associated with attending the conference. No funds are being asked of the District.

The third request is for four Phi Theta Kappa students to attend the International Convention in Orlando, Florida, April 19-23, 2000. The advisor is R. S. Guglielmino. Students are responsible for all costs associated with attending the conference. No funds are being asked of the District.

Recommendation:

It is recommended that the Board of Trustees approve:

- (a) out-of-state travel for one student to attend the 2000 American Association of Community Colleges Convention in Washington, D.C., on April 9-10, 2000;

Item No. 00-79 (continued)

- (b) out-of-state travel for seven students to attend the Phi Theta Kappa Regional Convention in Reno, Nevada on May 5-7, 2000, with the understanding that the trip will be financed without requiring expenditures of District funds; and
- (c) out-of-state travel for four students to attend the Phi Theta Kappa International Convention in Orlando, Florida, April 19-23, 2000, 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: April 4, 2000

SUBJECT: Consideration to Approve Out-of-State Travel Student Members of Latin Jazz Band, Jazz Ensemble and Combo, Fresno City College

ITEM NO. 00-80

EXHIBIT: None

Background:

The Fresno City College is requesting Board approval for 17 members of the Latin Jazz Band, Jazz Ensemble, and Jazz Combo to attend the Reno Jazz Festival at the University of Reno, Reno, Nevada on April 14-15, 2000. The advisor participating in this year's festival is Mike Dana. No District funds will be used for this trip. All expenses will be paid for by the students themselves.

Recommendation:

It is recommended that the Board of Trustees approve out-of-state travel for members of the Latin Jazz Band, Jazz Ensemble, and Jazz Combo to attend the Reno Jazz Festival at the University of Reno, Reno, Nevada on April 14-15, 2000, 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: April 4, 2000

SUBJECT: Consideration to Approve Summer
Shakespeare Class and Field Trip,
Fresno City College

ITEM NO. 00-81

EXHIBIT: None

Background:

For several years Fresno City College has offered a summer Shakespeare course, including an optional trip to the Ashland, Oregon, Shakespeare Festival for the students enrolled in the 3-unit, Theatre Arts 47 class.

Students enrolled in the class but unable to make the trip are given very specific assignments to include a check-in and progress report with the division dean during the week the instructor is away. The students are still able to complete all the requirements for the course without actually attending the Shakespeare Festival.

Students bear all of their own costs for the trip, i.e., transportation, room, tickets and tour. The college will pay for the instructor on the Adjunct Faculty Salary Schedule. The faculty member's expenses for the week will not be charged to the travel and conference budget.

Recommendation:

It is recommended that the Board of Trustees approve the 3-unit summer session class, Theatre Arts 47, offered by Fresno City College, including a field trip to the Shakespeare Festival in Ashland, Oregon, June 19-25, 2000, with the understanding that the activity will result in no excess cost to the District.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration to Approve Contracts between
State Center Community College District, the
California Department of Education, and the
California Community Colleges Chancellor's Office

ITEM NO. 00-82

EXHIBIT: None

Background:

This item is a placeholder. At this time of year, the District often receives several contract renewals from the Department of Education and the California Community Colleges Chancellor's Office for Child Development, Child Nutrition, Tech Prep, and School-to-Career programs. The contracts are often received immediately prior to the Board meeting and do require Board approval and authorization for signatures.

Recommendation:

It is recommended that the Board of Trustees approve the contract renewals the District will forward from the California Department of Education and the California Community Colleges Chancellor's Office, and authorize Henry M. Padden, Vice Chancellor-Personnel, to enter into and sign said agreements on behalf of the District.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Review of District Warrants and Checks

ITEM NO. 00-83

EXHIBIT: None

Background:

It is recommended that the Board of Trustees review and sign the warrants register for the period March 1, 2000, to March 31, 2000, in the total amount of \$11,522,769.74.

It is also recommended that the Board of Trustees review and sign the check registers for the Fresno City College and Reedley College Co-Curricular Accounts and the Fresno City College and Reedley College Bookstore Accounts for the period February 23, 2000, to March 24, 2000, in the amount of \$422,042.57.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration of Claim Against State Center
Community College District - Kyla Evangelho

ITEM NO. 00-84

EXHIBIT: Claim

Background:

The District is in receipt of a Claim submitted on behalf of Kyla Evangelho, and the Board is asked to take action in accordance with the Government Code. The Board must reject the Claim where there is a question of District liability and the amount of the Claim is disputed. The Claim has been submitted to the JPA and its claims administrator for defense coverage.

Recommendation:

It is recommended that, in accordance with established procedures, the Board of Trustees reject the Claim submitted on behalf of Kyla Evangelho and direct the Vice Chancellor-Business to give written notice of said action to the claimant.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration of Resolution for Participation
In Community College League of California
2000-01 Cash-Flow (TRANs) Financing Program

ITEM NO. 00-85

EXHIBIT: Resolution

Background:

Because of the method of payment on State apportionment monies, the District has experienced a cash-flow shortfall in the fall months in recent years. While State apportionment monies and tax revenues are ultimately received, the majority of these funds are received during the second half of the fiscal year. This amount of shortfall fluctuates from year to year based upon the timing of payments received from the property taxes and State apportionment, as well as expenditures by the District.

To ease the cash-flow burden, the District is authorized to sell Tax and Revenue Anticipation Notes (TRANs) that provide an adequate cash flow to meet the District's General Fund obligations until receipt of property taxes and State apportionments. A program called the Tax and Revenue Anticipation Note Financing Program, sponsored by the Community College League of California, provides a pooled structure that simplifies the issuance of TRANs in a cost-effective, secure manner. By participating in the program, the District will issue a tax-exempt note at a fixed rate of interest and simultaneously secure a fixed-rate investment to generate income, offsetting the debt service expense. The program provides a guarantee on both the interest paid and the interest received, removing all market risks from the transaction.

Based upon last year's cash flows, it is anticipated that the District can conservatively borrow \$7 million to meet its obligations in 2000-01; however, we will recommend the amount not to exceed \$10 million to provide some cushion in case the District's needs increase over last year's and also to compensate for an increasing annual budget. This is the same authorization as received from the Board in 1999-00. The District actually borrowed approximately \$5 million in the last two year's TRANs issues and \$7 million in 1997-98. The actual amount borrowed will be determined by the financial consultant for the California Community College League based upon submittal of financial data from the District and consultation with staff.

Consistent with last year's TRANs issue, the administration is recommending the authorization to borrow on the TRANs issue for 15 months. Historically, the District has borrowed on the TRANs issue for only 12 months, but the trend for community college districts has been to

borrow for an additional three months. The interest earnings rate is locked into a guaranteed investment contract and the TRANs borrowing rate is also fixed, resulting in no additional risk to the District. Section 53850 of the Government Code allows borrowing for a period not to exceed 15 months.

The program requires that the Board adopt a Resolution that delegates to the administration the right to decide on participation at the time of the sale when the interest costs and reimbursement costs are locked in. Approving this Resolution will allow the Vice Chancellor-Business to proceed with the necessary steps to take part in the program.

Recommendation:

It is recommended that the Board of Trustees:

- a) approve the Resolution of the Governing Board that authorizes:
 - 1) the borrowing of funds for fiscal year 2000-01 not to exceed \$10 million;
 - 2) the issuance and sale of 2000-01 Tax and Revenue Anticipation Notes (TRANs);
 - 3) participation in the Tax and Revenue Anticipation Note Financing Program; and
- b) authorize the administration to borrow up to a 15-month period, with a final determination made at time of pricing.

STATE CENTER COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 00-85

RESOLUTION AUTHORIZING THE ISSUANCE OF A 2000 TAX AND REVENUE ANTICIPATION NOTE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA CASH FLOW FINANCING PROGRAM

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the State Center Community College District (the "District") may, pursuant to a resolution of its Board of Trustees (the "Board"), borrow money by issuing notes for any purpose for which the District is authorized to expend moneys, including but not limited to current expenses, capital expenditures, and the discharge of any obligation or indebtedness of the District;

WHEREAS, the Board hereby determines that an amount (the "Principal Amount") not to exceed \$10,000,000 (the "Maximum Principal Amount"), which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District to satisfy obligations of the District, and that it is necessary that the Principal Amount be borrowed for such purpose by the issuance of a temporary note therefor in anticipation of the receipt of taxes, revenue and other moneys to be received by the District during or attributable to fiscal year 2000-2001;

WHEREAS, it appears, and the Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts and other moneys of the District attributable to fiscal year 2000-2001, and available for the payment of said note and the interest thereon;

WHEREAS, pursuant to Section 53856 of the Code, certain revenues that will be received by the District during and attributable to fiscal year 2000-2001 can be pledged for the payment of said note and the interest thereon (as hereinafter provided);

WHEREAS, the Board has determined that it is in the best interests of the District to participate in the Community College League of California Cash Flow Financing Program (the "Program"), whereby participating community college districts (collectively, the "Participating Districts") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the tax and revenue anticipation note authorized hereby (the "Note") will be sold to the Community College League Financing Authority (the "Authority") pursuant to a note purchase agreement, dated as of the date of the Pricing Confirmation, by and between the Authority and the District (the "Note Purchase Agreement"); and

WHEREAS, as part of the Program, the Authority will issue one or more series (each a "Series") of 2000 Tax and Revenue Anticipation Bonds (the "Bonds") pursuant to an Indenture (the

"Indenture") between the Authority and Norwest Bank Minnesota, N.A. (the "Trustee"), which Bonds will be secured by the tax and revenue anticipation notes of the Participating Districts, each Series to be distinguished by the type of credit enhancement, if any, that secures such Series, the principal amounts of the notes securing such Series the date of maturity of such Series, or by such other factors as may be determined by the Authority pursuant to the advice of Sutro & Co. Incorporated, as financial advisor for the Program (the "Financial Advisor");

NOW, THEREFORE, the Board of the District hereby resolves as follows:

Section 1. Recitals. All of the above recitals are true and correct and the District so finds, determines, and represents.

Section 2. Authorization of Issuance of Note; Terms. The District hereby determines to borrow, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District during or attributable to fiscal year 2000-2001, an aggregate principal amount not to exceed the Maximum Principal Amount by the issuance, by the District, of a temporary note under Sections 53850 et seq. of the Code designated as the District's "2000 Tax and Revenue Anticipation Note." The Note shall be dated the date of delivery thereof; shall mature (without option of prior redemption) not more than 15 months from said date of delivery on a date indicated on the face of the Note and set forth in the Pricing Confirmation (as defined below), or if such date is not a day on which banks in New York or California are open for business, on the first business day prior to such date; and shall bear interest, payable on the dates set forth in the Note and computed on a 30-day month/360-day year basis, at the rate indicated on the face of the Note and set forth in the Pricing Confirmation (the "Note Rate"), but not in excess of twelve percent (12.0%) per annum. If the Note is not fully paid at maturity, then the unpaid portion thereof shall continue to bear interest thereafter at the Default Rate (to be set forth in the Pricing Confirmation). Both the principal of and interest on the Note shall be payable only upon surrender thereof, in lawful money of the United States of America, at the corporate trust office of the Trustee, which Trustee is hereby designated to be the Paying Agent for the Note (the "Paying Agent").

Section 3. Form of Note. The Note shall be issued in registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of the Note. The Note shall be sold to the Authority pursuant to the Note Purchase Agreement. The form of the Note Purchase Agreement, including the form of the pricing confirmation supplement (the "Pricing Confirmation") set forth as Exhibit A thereto, presented to this meeting is hereby approved. The Chancellor, Vice Chancellor of Business, Vice Chancellor of Personnel, or any other person designated by the of the District (the "Authorized Representatives") are each hereby authorized and directed to execute (which execution shall be accomplished by execution of the Pricing Confirmation) and deliver the Note Purchase Agreement (including the Pricing Confirmation) in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12.0%) per annum, the discount on the Note, when added to the District's share of the costs of issuance of the Bonds, shall not exceed one and one-half percent (1.5%), and the Principal Amount shall not exceed the Maximum Principal Amount.

Section 5. Program Approval. The District's participation in the Program is approved; provided, however, that the District's decision to participate in the Program shall not be binding on the District until the execution and delivery of the Pricing Confirmation.

The District acknowledges that the Authority will execute and deliver the Indenture, (currently on file with the District), to the Trustee in substantially said form, with such changes thereto as an Authorized Representative shall approve, such approval to be conclusively evidenced by execution and delivery of the Pricing Confirmation. The District authorizes and requests the Authority to issue Bonds pursuant to and as provided in the Indenture as finally executed.

The District acknowledges that the Authority, acting upon the advice of the Financial Advisor, may seek such credit enhancement for the Note and for the Series of Bonds related thereto as it deems necessary or desirable. The District agrees to be bound by the terms of such credit enhancement, if any, and the agreements related thereto. The District's approval of such credit enhancement, if any, and the agreements related thereto shall be conclusively evidenced by execution and delivery of the Pricing Confirmation. Each Authorized Representative is authorized to execute and deliver, on behalf of the District, all agreements related to credit enhancement for the Note and for the Series of Bonds related thereto that such Authorized Representative shall approve, such approval to be conclusively evidenced by execution and delivery of such agreements.

The Authorized Representatives of the District are hereby authorized and directed to provide the Financial Advisor with such information relating to the District as the Financial Advisor shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement related to the Bonds. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), hereby deemed final within the meaning of the Rule with respect to the District. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement related to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, its share of any fees or expenses of the Trustee in connection with its participation in the Program, as determined in accordance with the Indenture. Such additional fees and expenses will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. Transfer; Exchange. The Note shall initially be registered in the name of the Authority. Thereafter, the Note may not be transferred or exchanged except for a transfer to a provider of credit enhancement for the Note or for the Series of Bonds related thereto as provided by the terms of such credit enhancement and any agreement related thereto.

Section 7. Deposit of Note Proceeds; No Arbitrage. A portion of the proceeds from the sale of the Note, in an amount equal to the District's share of the costs of issuance (including any fees and expenses incurred in connection with credit enhancement) of the Note and of the Series of Bonds related to the Note, shall be deposited in the Costs of Issuance Fund established under the Indenture and expended as directed by the Authority on costs of issuance as provided in the Indenture. The remainder of the proceeds from the sale of the Note shall be deposited in the

Proceeds Fund established under the Indenture and, until transferred pursuant to a requisition of the District, be invested in Permitted Investments (as defined in and under the terms of the Indenture) as directed by the Authority. While they are on deposit in the Proceeds Fund, proceeds from the sale of the Note shall constitute additional security for repayment of the Note. Upon requisition submitted to the Trustee in accordance with the Indenture, the Note proceeds deposited in the Proceeds Fund shall be transferred to or on behalf of the District for any purpose for which the District is authorized to use and expend moneys. The District hereby covenants that it will make no use of the proceeds of the Note that would cause the Note to be an "arbitrage bond" under Section 148 of the Code; and, to that end, so long as the Note is outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Note and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Note, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Note will not be an "arbitrage bond."

Section 8. Payment of Note.

(a) Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2000-2001 and which are available therefor. The Note shall be a general obligation of the District, and to the extent the Note is not paid from the Pledged Revenues defined below, the Note shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(b) Pledged Revenues. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain unrestricted revenues (as further described in the following paragraph, the "Pledged Revenues") which are received by the District in the months specified in the Pricing Confirmation as Pledge Months (each a "Pledge Month" and collectively the "Pledge Months"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

With respect to each Pledge Month, the amount of unrestricted revenues which shall constitute Pledged Revenues will be equal to a percentage of the Principal Amount plus a percentage of the interest due on the Note on the applicable interest payment dates, including maturity, such percentages, and dates to be specified in the Pricing Confirmation. Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Pledge Months and the amount of Pledged Revenues with respect to each Pledge Month by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Representative.

The principal of the Note and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Account, as hereinafter defined, of the full amount of Pledged

Revenues to be deposited from unrestricted revenues in any Pledge Month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Note and the interest thereon.

(c) Deposit of Pledged Revenues in Repayment Account. Pledged Revenues shall be held by the District in a special account within the District's general fund designated as the District's "2000 Tax and Revenue Anticipation Note Repayment Account" (the "Repayment Account") and applied as directed in this resolution. Any moneys placed in the Repayment Account shall be for the benefit of the holder of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the moneys in the Repayment Account shall be applied only for the purposes for which the Repayment Account is created. Upon the written request of the Trustee or any provider of credit enhancement for the Note or the Series of Bonds related thereto, the District shall, within ten (10) Business Days following its receipt of such request, provide written evidence that the deposits to the Repayment Account required by this resolution have been made. In addition, the District shall provide such additional financial information as may be required by any provider of credit enhancement for the Note or the Series of Bonds related thereto.

(d) Disbursement of Moneys in Repayment Account. The District shall, to the extent necessary to pay the principal of and the interest on the Note, cause the moneys in the Repayment Account to be transferred to the Trustee at least five (5) Business Days (as defined in the Indenture) prior to the date that interest on the Note must be paid, as applicable, and prior to the maturity of the Note. Moneys so transferred to the Trustee shall be deposited in the appropriate Bond Payment Fund established under the Indenture and applied to the payment of the principal of and interest on the Note when due and at maturity, as provided in the Indenture. In the event that moneys in the Repayment Account are insufficient to pay the principal of and interest on the Note when due and at maturity, such moneys shall be applied first to pay interest on the Note and second to pay principal of the Note. Any moneys remaining in or accruing to the Repayment Account after the principal of and the interest on the Note have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Indenture.

Section 9. Execution and Delivery of Note. The Note shall be executed by the manual or facsimile signature of an Authorized Representative and countersigned by the manual or facsimile signature of the Secretary or the Clerk of the Board. The proper officers of the District are hereby requested to deliver the Note to the Authority.

Section 10. Covenants and Warranties.

(a) It is hereby covenanted and warranted by the District that all representations and recitals contained in this resolution are true and correct.

(b) The District shall not incur any indebtedness secured by a pledge of its unrestricted revenues unless such pledge is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(c) So long as any Bonds issued in connection with the Note are outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Indenture.

(d) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them for the levy, collection and enforcement of the Pledged Revenues in accordance with the law and for carrying out the provisions of this resolution and the Note.

Section 11. Ratification and Approval of Past and Future Actions. All actions heretofore taken by the officers and agents of the District with respect to the Note, the Bonds, and the Program are hereby approved, confirmed and ratified, and the officers and agents of the District are hereby authorized and directed to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note and the District's participation in the Program in accordance with this resolution and resolutions hereafter adopted by the District. The Authorized Representatives are hereby designated as "Authorized District Representatives" under the Indenture.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Repayment Account or any other payment required to be paid hereunder on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Paying Agent, unless the Paying Agent shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this resolution or the Note Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this resolution or the Note Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 30 days after such filing, but the Paying Agent shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its interests and the interests of the registered owner of the Note;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of

the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Paying Agent shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its interests and the interests of the registered owner of the Note.

Whenever any Event of Default referred to in this Section shall have happened and be continuing, the Paying Agent shall, in addition to any other remedies provided herein or by law or under the Indenture, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring the Note to be immediately due and payable, require the District to pay to the Paying Agent an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 13. Proceedings Constitute Contract. The provisions of the Note and of this resolution shall constitute a contract between the District and the registered owner of the Note, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 14. Request to Borrow; Transmittal of Resolution. The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Board, signed copies of this resolution shall be transmitted by the Secretary of the Board to the treasurer of the county (the "County") in which the District is located, to the County's board of supervisors (the "County Board"), and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Board for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

Section 15. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Bonds to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 16. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions, without the necessity for consent of the owner of the Note, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect,

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note.

Any modification or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note may be made by a Supplemental Resolution, with the written consent of the owner of the Note; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note remains outstanding, the consent of the owner of the Note shall not be required. No such modification or amendment shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto.

In addition to the amendments permitted by the above paragraphs, this Resolution, including the form of the Note, may be amended at any time prior to the execution and delivery of the Note pursuant to the Note Purchase Agreement or the Indenture, the provisions of which are incorporated herein by reference to the extent that they relate to the Note, the District, and the District's participation in the Program. Any amendment of this Resolution pursuant to this paragraph shall not require the execution and delivery of a Supplemental Resolution

Section 17. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 18. Appointment of Bond Counsel. The law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California is hereby appointed as Bond Counsel for the Note and for the Program. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial, and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to the District in this or some other matter. Given the special, limited role of Bond Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 19. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this __ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

President, Board of Trustees

Attest:

Secretary, Board of Trustees

EXHIBIT A

2000 TAX AND REVENUE ANTICIPATION NOTE

Registered No. 1

\$ _____

Registered Owner:

Rate of Interest:	Maturity Date:	Note Date:	Interest Payment Date(s):	CUSIP:
____%	_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the State Center Community College District (the "District") acknowledges itself indebted to and promises to pay the Registered Owner identified above, at the corporate trust office of Norwest Bank Minnesota, N.A., in Los Angeles, California, (the "Paying Agent"), the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, together with interest thereon at the Rate of Interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months) in like lawful money from the Note Date specified above until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable as specified above; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note has been made, executed and given pursuant to and by authority of a resolution of the Board of Trustees of the District duly passed and adopted under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys that are received by the District during fiscal year 2000-2001. As security for the payment of the principal of and interest on the Note the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Note plus fifty percent (50%) of the interest due on the Note from the unrestricted revenues received by the District in the month ending _____; and an amount equal to fifty percent (50%) of the principal amount of the Note plus fifty percent (50%) of the interest due on the Note at maturity from the unrestricted revenues received by the District in the month ending _____ (such pledged amounts being hereinafter called the "Pledged Revenues"); and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged

Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor.

The District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

IN WITNESS WHEREOF, the District has caused this Note to be signed by the manual or facsimile signature of its Authorized Representative and countersigned by the manual or facsimile signature of the Secretary of its Board of Trustees, each as of the Note Date.

**STATE CENTER COMMUNITY COLLEGE
DISTRICT**

By _____
Authorized Representative

Countersigned:

By _____
Secretary, Board of Trustees

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration of Bids
Relocatable Addition,
Oakhurst Center

ITEM NO. 00-86

EXHIBIT: None

Background:

At the January 20, 2000 board meeting, the Board of Trustees approved the purchase of a science classroom for the Oakhurst Center. Bid #9900-29 is for the site development work for the placement of this portable science classroom building. The work of this project consists of site concrete, modification and expansion of electrical, plumbing and signal systems, and other related items of work necessary for the placement of the new building. This project was also expanded to include additional sidewalks, landscaping, and drainage and irrigation systems. This bid was necessitated by the need for science facilities and additional site improvements at the Oakhurst Center.

Funding for this project will be provided by the District Capital Projects Fund. The engineer's estimate for this project is \$133,000.00. Bids were received from four (4) contractors as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Patch Master of Central California	\$164,614.53
Mauldin-Dorfmeier Construction, Inc.	\$167,868.00
Halder Construction	\$190,789.00
Durham Construction Company	\$210,400.00

Recommendation:

It is recommended that the Board of Trustees award Bid #9900-29 in the amount of \$164,614.23 to Patch Master of Central California, the lowest responsible bidder for the Relocatable Addition at Oakhurst Center, and authorize the Chancellor or Vice Chancellor-Business to sign an Agreement on behalf of the District.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration of Bids
HVAC Upgrades,
Reedley College

ITEM NO. 00-87

EXHIBIT: None

Background:

Bid #9900-35 provides for the installation of HVAC equipment at various locations at Reedley College. This project allows for new split cooling systems for two computer labs in the Forestry Department, a single computer lab in the Library, and an additional network equipment room in the Library. Also included in this bid is the installation of an evaporative cooling system in the equipment manager's office at the Gymnasium. This bid was necessitated by the need to supplement existing cooling systems in these computer labs and the network equipment room due to increased heat load from the computer and network equipment.

Funding for this project will be provided by the State Scheduled Maintenance and Repair Program (Deferred Maintenance). The engineer's estimate for this project is \$50,000.00. Bids were received from four (4) contractors as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Richard A. Spangle Air Conditioning, Inc.	\$57,905.00
Patton Sheet Metal Works, Inc.	\$61,217.00
Champion Industrial Contractors, Inc.	\$69,993.00
New England Sheet Metal Works, Inc.	\$70,700.00

Recommendation:

It is recommended that the Board of Trustees award Bid #9900-35 in the amount of \$57,905.00 to Richard A. Spangle Air Conditioning, Inc., the lowest responsible bidder for HVAC Upgrades at Reedley College, and authorize the Chancellor or Vice Chancellor-Business to sign an Agreement on behalf of the District.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration of Bids
Floor Covering Project,
Fresno City College

ITEM NO. 00-88

EXHIBIT: None

Background:

Bid #9900-31 is for the labor and materials necessary to replace carpet and vinyl composition tile (V.C.T.) at various locations throughout the Fresno City College Campus. This project was necessitated by the need for new flooring to replace deteriorated carpet and V.C.T. in instructional and staff areas. The work of this project will be scheduled at off hours and when facilities are vacant to avoid disruption of classes and services. The products specified and recommended for award are in keeping with District standards for floor coverings and installation.

Funding for this project will be provided by 1999-00 Decision Package funds for Fresno City College. Engineering services are not utilized for floor covering projects. However, bid prices are consistent with previous projects and internal estimates.

Seven contractors were invited to bid on this project. Bids were received from two (2) contractors as follows:

<u>Bidder</u>	<u>Bid Amount</u>
A & M Carpet, Inc.	\$65,000.00
Franey Floor Covering, Inc.	\$67,797.00

Recommendation:

It is recommended that the Board of Trustees award Bid #9900-31 in the amount of \$65,000.00 to A & M Carpet, Inc., the lowest responsible bidder for the Floor Covering Project at Fresno City College, and authorize the Chancellor or Vice Chancellor-Business to sign an Agreement on behalf of the District.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration to Approve CMAS
Agreement for Purchase of Computer/
Video Projectors,
Madera Center

ITEM NO. 00-89

EXHIBIT: None

Background:

California Multiple Award Schedule (CMAS) Agreement #'s 3-98-58-0013B and 3-95-70-0022D are for the purchase of Proxima and Sharp computer/video projectors. These projectors have been identified as meeting the instructional needs of the new Madera Center Phase 1A Facility. It is anticipated that these projectors will be installed in the auditorium and larger classrooms at this facility. Additionally, items purchased against these contracts may also be used at other locations throughout the District. These projectors have been utilized at other District locations and have proven to be durable, relatively maintenance free and are backed by a three-year parts and labor warranty. The convenience and pricing of these contracts have been compared with other vendors and methods of procurement and staff is confident that these contracts are as good or better than otherwise available.

As with all CMAS contracts, these products and/or services are from existing contracts that have been competitively bid and assessed and are offered by the State of California to meet all California procurement codes, policies and procedures. The District has previously taken advantage of CMAS contracts for purchase of various technology items for use throughout the District.

Funding for this project will be from 1998 State Bond Measure funds while any other purchases will be from various budgets as approved by the Board. The estimated cost for Madera Center computer/video projectors is \$60,000.00.

Recommendation:

It is recommended that the Board of Trustees approve participation in CMAS Agreements with Minnesota Western, Inc., for the purchase of computer/video projectors for the Madera Center and other District locations, and authorize purchase orders to be issued against these contracts.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration to Approve CMAS
Agreement for Purchase of Computers
and Peripherals,
Madera Center

ITEM NO. 00-90

EXHIBIT: None

Background:

California Multiple Award Schedule (CMAS) Agreement # 3-99-00-0167C is for the purchase of Dell brand desktop computers, servers, laptops and related items from Dell Marketing, Inc. These items have been identified as meeting the instructional, administrative and networking needs of the new Madera Center Phase 1A Facility. It is anticipated that this equipment will be used in computer labs, as well as faculty and administrative offices. Additionally, items purchased against these contracts may also be used at other locations throughout the District. The utilization of this contract does not preclude the use of other existing computer contracts for the purchase of computer equipment. This contract is meant to supplement and offer alternative solutions where applicable. Dell computer equipment has been utilized at other District locations, particularly in network applications, and the equipment and vendor have proven to be reliable and responsive to our needs. Included in this contract is a three-year, next-day service warranty.

As with all CMAS contracts, these products and/or services are from existing contracts that have been competitively bid and assessed and are offered by the State of California to meet all California procurement codes, policies and procedures. Funding for this project will be from 1998 State Bond Measure funds while any other purchases will be from various budgets as approved by the Board. The budgeted amount for computers and peripherals for the Madera Center Phase 1A Facility is approximately \$275,000.00. This CMAS contract will be used for an undetermined portion of this amount.

Recommendation:

It is recommended that the Board of Trustees approve participation in the CMAS Agreement with Dell Marketing, for the purchase of computers and peripherals for the Madera Center and other District locations, and authorize purchase orders to be issued against these contracts.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration to Approve CMAS
Agreement for Purchase of
Network Cabling,
Fresno City College

ITEM NO. 00-91

EXHIBIT: None

Background:

California Multiple Award Schedule (CMAS) Agreement # 3-97-00-0070C is for the purchase of network cabling services from Anixter, Inc., and includes category 5 cable, fiber, patch panels, terminations and other related items necessary to furnish complete network installations. This particular project allows for an upgrade to the network structure, including computer labs and faculty offices, in the Business Education building at Fresno City College. The current network structure at Business Education consists of thin-net coaxial cable that is limited in bandwidth. Additionally, if a single coaxial line in the building goes down, it effects the ability of other users to access the network. The rewiring of this building will remedy this problem and allow for future expansion and technology upgrades. The District has utilized this same CMAS contract in the past for networking services at Fresno City College and for the temporary buildings necessary during the Secondary Effects Project. In all cases, Anixter, Inc., has completed the work on time, within budget, and in a professional manner.

As with all CMAS contracts, these products and/or services are from existing contracts that have been competitively bid and assessed and are offered by the State of California to meet all California procurement codes, policies and procedures. The projected cost of this networking project is \$82,000.00. Funding will be provided by a combination of 1999-00 Partnership for Excellence and VATEA funds.

Recommendation:

It is recommended that the Board of Trustees approve participation in the CMAS Agreement with Anixter, Inc., for the purchase of Network Cabling at Fresno City College, and authorize the Chancellor or Vice Chancellor-Business to sign an agreement on behalf of the District.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration to Approve Use of
Existing Furniture Contract,
Madera Center

ITEM NO. 00-92

EXHIBIT: None

Background:

At the February Board meeting, the Board of Trustees approved several piggyback contracts for the purchase of furniture for the Madera Phase 1A facility. In addition to these previously approved contracts, staff has identified an additional contract that will supplement these existing contracts. This contract has been competitively bid and recently awarded by the Fresno Unified School District. It utilizes many furniture lines and manufacturers that have been identified as meeting the standards of the State Center Community College District.

Piggybacking this existing contract will allow acquisition from a competitive, cost effective contract of substantial volume, while matching the existing standards and design already selected and approved for the District. The products to be utilized through this contract have been selected with input from site staff and administration and are based upon prior District purchases for the Madera Center and other District locations. It is also the desire of the administration to utilize this contract when necessary for the purchase of furniture for other District locations.

Funding for Madera Center furniture purchases will be from 1998 State Bond Measure funds while other furniture purchases against this contract will be from various budgets as previously approved by the Board of Trustees. Anticipated purchases against this contract for the Madera Center are approximately \$60,000.00.

Recommendation:

It is recommended that the Board of Trustees approve participation in the Fresno Unified School District Bid/Contract #2022, for the purchase of furniture for the Madera Center and other District locations as needed, and authorize purchase orders to be issued against this contract.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Public Hearing on Initial Bargaining
Proposals Presented by California School
Employees Association, Local 379

ITEM NO. 00-93

EXHIBIT: CSEA Initial Bargaining Proposals

Background:

Government Code Section 3540 et seq., sets forth the sunshine provisions of the Rodda Act. The Board is required to hold public hearings on the initial proposals of the employees and those of the Board. The California School Employees Association presented its initial proposals for a successor contract to the Board on March 7, 2000. CSEA proposals are as follows:

Article 1 - Terms of Agreement

CSEA proposes a three (3) year term.

Article 2 - Recognition

CSEA proposes to delete language from previous contract which made certain positions in payroll and benefits "confidential" positions.

Article 7 - District/CSEA Relations - CSEA Rights

Section 11

CSEA proposes they be supplied with a list of all classified employees within the bargaining unit containing name, present classification, date of hire, home address, and home telephone number upon written request.

Item No. 00-93 (continued)

Section 13 – New

CSEA proposes a nondiscrimination clause regarding political affiliation or opinions, race, origin, religion, marital status, age, gender, or physical handicap.

Section 14 – New

CSEA proposes a nondiscrimination clause based upon union activity.

Article 12 – Bereavement Leave

CSEA proposes a minimum of three days bereavement – five (5) days out-of-state travel or more than 200 miles of in-state travel would be required.

Article 20 – Holiday Schedule

CSEA proposes to delete certain outdated language (e.g., Jan. 2, 1998 holiday)

Article 21 – Employee Evaluation

CSEA proposes new language allowing employee to respond to performance evaluations.

CSEA proposes a follow-up review of performance ratings with employee, evaluator and a union representative.

Article 23 – Transfers – Work Location

CSEA proposes to more narrowly define “work site” location and to prohibit requiring a unit member to work at multiple locations.

Article 29 – Hours of Work

CSEA proposes to eliminate current language regarding seniority assignment/Saturday and Sunday assignments and calls instead for voluntary assignment. If no volunteers, changes to assignment must be negotiated.

CSEA proposes that any person required to work on a Saturday as part of his/her regular work assignment shall receive an additional 10% above his/her regular rate of pay – if required to work a Sunday as part of his/her regular assignment then he/she is to receive an additional 20% of his/her regular rate of pay.

Item No. 00-93 (continued)

CSEA proposes to eliminate language regarding designation of workday.

CSEA proposes to eliminate language regarding work year.

CSEA seeks unspecified changes in the distribution of overtime that would include seniority, equitable distribution, and right of refusal.

CSEA seeks changes in the hours during which shift differential pay schedules would be honored (the earlier start times would result in a minimum increased cost of approximately \$55,000 annually).

CSEA proposes that the District provide at each building throughout the District lunchroom facilities and restroom facilities for CSEA members use.

CSEA proposes that if the District creates a new full-time position, that it be offered first to part-time persons in that class in descending order of seniority.

Article 31 -Health and Welfare Benefits

Section 1 - Health Insurance

CSEA proposes health insurance be provided employees and dependents at no cost.

Section 2 - Dental Insurance

CSEA proposes Delta Dental be the provider.

CSEA proposes unlimited coverage for dental care at no cost to the employee.

CSEA proposes a yearly limit on dental coverage of \$2,000.00 per covered employee. (This would increase District financial exposure by as much as \$1,680,000.00.)

Section 3 - Vision Insurance

CSEA proposes insurance be provided at no cost to employee.

Section 5 - Life Insurance

CSEA proposes coverage levels be increased from \$50,000 to \$70,000 per employee and from \$5,000 to \$15,000 for dependent coverage (cost - approximately \$26,208 per year).

Section 7 – Retiree Health Insurance

CSEA proposes that persons retiring prior to age 65, with a minimum of 10 years service immediately preceding retirement from the District, receive health, dental and vision insurance coverage for retiree and dependents at no cost to the employee until such time as employee reaches age 65 (this would cost approximately \$33,000 in year one, \$66,000 in year two, and increase by \$33,000 each year thereafter at today's rates).

CSEA proposes that retirees 65 and older receive a District contribution of \$1700.00 per year (an increase of approximately 9%) and that that amount be increased by 3% per year beginning in September 2001 (current increase is 2%).

Section 9 – Change in Insurance Carrier

CSEA proposes no change in insurance carrier or plan until a negotiated agreement is reached.

Article 34 – Pay and Allowances

CSEA proposes that for 2000-2001 the District pay the employees 7% PERS contribution (\$976,214).

CSEA proposes the salary schedule for 2001-2002 be increased by 7% or the COLA whichever is higher (\$1,044,549).

CSEA proposes for year three (3) that the salary schedule be increased the greater of 7% or the COLA (\$1,117,667 for a three-year cumulative expenditure of \$5,135,407).

Section 4 – Longevity Pay

CSEA proposes that employees be allowed to keep growth stipend for classes already taken, but needed to promote into higher class.

Section 10 – New – Parking

CSEA proposes free parking for all members of the bargaining unit (cost \$17,640 in current revenues).

Item No. 00-93 (continued)

Article 37 - Classification Studies

CSEA proposes this Article be deleted.

Article 37 - (new) Early Retirement Incentive Program

CSEA proposes that a person age 50 or more with at least 20 years of service to the District be given a retirement bonus equal to 5% times the number of years of services times the person's highest annual salary. Such bonus to be paid within 60 days of retirement (this could be very costly e.g., \$30,000 salary times 30 years of service times 5% = \$45,000 bonus).

At this point the Board should open the meeting for public comment on CSEA's initial proposals. Following open comment, no action is necessary on the part of the Board.

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER NO. 379
INITIAL BARGAINING PROPOSAL**

The present agreement due to expire June 30, 2000 shall remain in full force and effect up to and including Jun 30, 2003, with the following proposed changes.

**ARTICLE 1
TERM OF AGREEMENT**

This agreement between the State Center Community College District (hereinafter referred to as "District"), its successor and/or affiliates and the California School Employees Association, Chapter 379 (hereinafter referred to as "CSEA") is effective on July 1, 1997, 2000 and shall remain in full force and effect until the close of the workday June 30, 2000, 2003 ~~or until a successor agreement is in effect.~~

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

**ARTICLE 2
RECOGNITION**

The District recognizes the CSEA as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification by Educational 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 Educational Employment Relations Board for decision.

~~The classification of Personnel Assistant/Personnel Commission and Personnel Assistant/Certificated Personnel and District Office Payroll positions of: Account Clerk III, Account Tech II, Account Tech I and Benefits Specialist, shall hereafter be deemed a confidential position not contained within the bargaining unit represented by the Exclusive Representative CSEA.~~

Key:

- Current contract language
- ~~•~~ CSEA proposes to delete
- CSEA proposes to add

ARTICLE 21 EMPLOYEE EVALUATIONS

2. The following procedure shall be adhered to in regard to performance evaluation reports:
 - a. The performance evaluation reports shall be completed by the employee's immediate supervisor.
 - b. The reports shall be completed on forms prescribed by the District.
 - c. Upon completing the performance evaluation report, the immediate supervisor shall present it to the employee and give him/her an opportunity to discuss it.
 - d. 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.
 - e. **The employee may request a follow up meeting to review the performance ratings with the Evaluator and Union representative if she/he desires. Such a review meeting shall be scheduled with the Evaluator in advance at a mutually acceptable time.**
 - f. **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. Any written response of the employee shall be attached to the evaluation placed in the official personnel file.**

ARTICLE 23 TRANSFERS-WORK LOCATION

~~Work location is defined as Fresno City College, Kings River Community College, District Office, Vocational Training Center or any such other work location as may be developed. 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.~~

Work location is defined as a location that an employee shall work from on a permanent basis. Employees shall not be required to work at multiple locations. These permanent work locations are set forth in "Appendix C."

Once an employee has been hired at any one of the work locations defined in Appendix C, he/she shall not be subject to a transfer to any other work location by the District.

ARTICLE 29 HOURS OF WORK

~~Work Load: Any current Saturday and/or Sunday assignment shall be made on the basis of the least seniority or voluntary acceptance within appropriate work unit. In the event that a member is assigned to Saturday and/or Sunday duty, that member shall have the right to reassignment to any vacant or new position assigned a regular Monday through Friday schedule for which he/she qualifies.~~

~~Further, the District agrees to advertise new positions and/or position vacancies in such a manner which will allow for new staff to be hired to work weekend assignments, in order to relieve current staff of such assignments.~~

Any Saturday or Sunday or shift assignment can be established on a voluntary basis within the appropriate unit. If a voluntary basis cannot be established, the District agrees to negotiate the changes with CSEA and the unit. Enactment of the section shall cause no change or disruption in the existing work schedule that may already include Saturday or Sunday as regular workdays.

~~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.~~

If the Board establishes a work week of five (5) consecutive days other than Monday – Friday of eight (8) hour per day and forty (40) hours per week, it will apply to members hired after the ratification of this agreement. In addition, any member required to work on a Saturday as part of his/her work week shall receive an additional ten percent (10%) above their regular rate of pay. Any member required to work Sunday as part of his/her work week shall receive an additional twenty-percent (20%) above their regular rate of pay. Flex week hours may be granted at the employee's request with approval of the supervisor. If the request is denied, the supervisor must provide a written response for justification of the denial within five (5) workdays.

~~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.~~

~~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.~~

Overtime Distribution: The supervisor will attempt to assign overtime on an equitable 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, the 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.

CSEA is seeking changes in the distribution of overtime that would include seniority, equitable distribution, and right of refusal.

Shift Differential Compensation: Any member required to work four (4) or more hours per day between the hours of ~~6:00~~ 3:00 p.m. and ~~12:00 midnight~~ 10:00 p.m. will be paid an additional 7-1/2% of the regular rate of pay for the entire month, ~~providing the assignment is one half (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~~ 10:00 p.m. 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 (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.~~

Lunchroom and Restroom and/or Lavatory Facilities

The District shall provide at each building/site throughout the Community College District, lunchroom facilities, restroom and/or lavatory facilities for member's use.

Additional Hours

When an eight (8) hour position is vacated or a new position is created in a classification, before such a position is opened for transfer or promotion, it shall

first be offered by descending order of seniority to employees in the classification holding a position of less than eight (8) hours.

ARTICLE 31 HEALTH AND WELFARE BENEFITS

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 C of this Article. Section C maximum contribution amounts for each of the three years of the Agreement shall be in the amount of \$480.00 or the District's premium/subscriber rate of contribution plus COLA, whichever is greater.~~ **at no cost to the employee for the life of this Agreement.**

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. ~~1997-98 Contribution~~

~~The District contribution for the 1997-98 school year shall be an amount not to exceed \$480.00 or the District's premium/subscriber rate of contribution plus COLA, whichever is greater.~~

~~The 1998-99 District contribution shall be an amount not to exceed \$480.00 or the District's premium/subscriber rate of contribution plus COLA, whichever is greater.~~

~~The 1999-2000 District contribution shall be an amount not to exceed \$480.00 or the District's premium/subscriber rate of contribution plus COLA, whichever is greater.~~

D. Any health insurance plan(s) offered to unit members shall first be mutually agreed to by the District and the CSEA.

The unit member will pay 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: (To be provided through Delta Dental)

A. The District shall provide a dental care ~~insurance program plan~~ 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.~~ **Which would provide unlimited coverage at no[t] cost to the employee for the life of this Agreement.**

- B. Dental care insurance coverage shall remain in effect during approved leaves, ~~providing ed~~ 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. During this waiting period, unit members may purchase the insurance by contributing the monthly premiums.~~ **Yearly limit to be increased to \$2,000.00**

Section 3. VISION INSURANCE:

- A. The District shall provide a vision care insurance program for eligible unit members and their dependents. **At no cost to the employee for the life of this Agreement.**
- 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. LONG TERM DISABILITY INSURANCE:

No change.

Section 5. LIFE INSURANCE

- A. The District shall provide a level term life insurance program for eligible unit members and their dependents: Provident ~~\$50,000~~ **\$70,000** level term Plan LTF8 plus ~~\$5,000.00~~ **\$15,000.00** 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 6.

~~The District shall pay one hundred percent (100%) of the premium for coverage listed in Sections 2, 3, 4, and 5, except as otherwise stated herein.~~

Section 7. RETIREE HEALTH INSURANCE

A. ~~For unit members retiring early (prior to age 65), and who wish to continue coverage under the District's health insurance program, the District will contribute 80% of the District's normal contribution for active unit members' health coverage up to a maximum of two thousand, four hundred dollars (\$2,400.00) per year pay the full cost for health, dental and vision coverage under the District's insurance plans, including their dependents [conditioned] upon the following:~~

~~1. The unit member shall have retired after July 1, 1997.~~

~~2. 1. The unit member has attained his/her fiftieth (50th) birthday,~~

~~3. 2. The unit member shall have served the District for a minimum of ten (10) consecutive years immediately preceding retirement,~~

~~4. 3. The unit member is receiving his/her regular retirement allowance from PERS~~

~~5. 4. This benefit terminates on the date the unit member reaches his/her sixty-fifth (65th) birthday. (Subject to change with any change in the Social Security Law)~~

~~6. 5. Retirees who are eligible for the benefit of the section 7A and who attain their sixty-fifth (65th) birthday 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 ~~Five Seven~~ Hundred Dollars ~~(\$1,500.00)~~ **(\$1,700.00)** annually toward health insurance premiums to unit members who retire after July 1, ~~1997~~ **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 October 10, ~~1997~~ 2000, shall be increased annually by ~~two~~ three percent (~~2%~~) (3%) effective September 1, ~~1998~~ 2001.
- D. The unit members is receiving his/her regular retirement allowance from PERS.
- E. If a retiree or covered spouse drops his/her health insurance for any reason, he/she is not eligible for re-enrollment.
- F. Retiree is required to pay his/her portion of health benefit premium quarterly prior to December 20, March 20, June 20, and September 20.
- G. 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.

Section 8. RETIREE LIFE INSURANCE

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

Section 9. CHANGE IN INSURANCE CARRIER

There shall be no change made to the insurance carrier or plans until both parties have reached a negotiated agreement.

ARTICLE 34 PAY AND ALLOWANCES

Section 1 Salary

2000-01 Salary

The District shall pay the employees seven percent (7%) monthly payment of their gross salary to PERS, effective July 1, 2000.

2001-02

The District shall increase the 2000-01 salary schedule by seven percent (7%) or the "COLA" whichever is greater, effective July 1, 2001.

2002-03

The District shall increase the 2001-02 salary schedule by seven percent (7%) or the "COLA" whichever is greater, effective July 1, 2002.

Section 4. Longevity Pay

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

The Longevity Pay Schedule is as follows:

<u>Level</u>	<u>Years of Service</u>	<u>Benefit</u>
Level 1	10 years	Base Salary + 2 1/2%
Level 2	14 years	Base Salary + 5%
Level 3	17 years	Base Salary + 7 1/2%
Level 4	21 years	Base Salary + 10%
Level 5	25 years	Base Salary + 12 1/2%
Level 6	30 years	Base Salary + 15%

Section 5. Professional Growth:

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

Criteria for placement on the growth schedule is as follows:

1. College units:

Actual unit value;

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

Eight (8) hours is equivalent to 2 unit;

3. Proficiency examinations/certificates of achievement:

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

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

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

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

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

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

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

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

Section 10. Parking

Free parking shall be provided for all members covered by the bargaining agreement.

ARTICLE 37 **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 CSEA and district which shall be limited in frequency to not more than one such study in any five (5) year period.~~

ARTICLE 37 **EARLY RETIREMENT INCENTIVE PROGRAM**

Eligibility

The Early Retirement Incentive Program as set forth below shall be available to eligible unit members conditioned upon the following terms.

- a. **Unit members must have attained at least age fifty (50) and have completed ten (10) years of credited service in PERS.**
- b. **Application to retire under this program shall be directed to the Vice Chancellor of Personnel.**
- c. **A one time non-repetitive early retirement severance payment equal to 5% of the unit member's highest annual salary for each year of service with State Center Community College District, shall be paid to the unit member following his/her last date of employed service in paid status to the college District providing all the following occur:**
 - 1. **Unit member has submitted letter of resignation.**
 - 2. **The one time, non-repetitive Early retirement severance payment set forth above, shall be payable after the employee actually retires and is no longer in full time work status for the College District.**
 - 3. **The retirement severance payment shall be made by the District to the retired member within sixty (60) days.**
- d. **Any employee retiring under this article shall be eligible for eighty percent (80%) paid health, dental and vision insurance coverage.**

APPENDIX C

- Fresno City College
- Reedley Community College
- District Office (Fresno City College)
- Vocational Training Center
- Manchester Center
- Mariposa Mall Center
- Clovis Center
- Madera Center
- New Americans Center
- Lao Family
- Edison
- Fairgrounds
- Selma
- Stone Soup
- Oakhurst

When an employee requests a transfer to a different work location under Article 22 Lateral Transfers, and if that request is granted, that work location shall become the employees permanent work location.

This Article shall not be subject to the Provisions of Article 26. (Management Rights Clause)

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration to Approve New Management Position, Dean of Instruction and Student Services, North Centers (Clovis) ITEM NO. 00-94

EXHIBIT: Job Description and Proposed Organizational Chart

Background:

The North Centers continue to grow at an extremely rapid rate. The Centers have a combined enrollment of 5,489 headcount and 1,317 FTE per semester. (By way of comparison, Reedley College's enrollment is 4,971 headcount and 1,776 FTE.) The Clovis Center alone has 3,443 headcount and has been increasing at the rate of 20% to 30% annually. Madera has a headcount of 1,580 this spring; enrollments there are expected to increase after the new building opens in Fall 2000. Oakhurst experienced a 7.7% increase in headcount and a 4.7% increase in FTE this spring.

When the new building in Madera opens this fall, the Vice Chancellor of the North Centers will be located in Madera, leaving no full-time site manager at Clovis (recall that Clovis did have a full-time site manager until two years ago when Bob Keller left.) The Clovis Center currently has 42 sections in 27 classrooms at Buchanan High School, in addition to those held at the Center itself. Additional sections may be made available through CART if a satisfactory lease can be arranged. There are 207 sections offered at the Clovis Center each term.

The proposed new position would: assist the Vice Chancellor as needed in the administration of the Centers and serve as administrative head of the Centers in the absence of the Vice Chancellor, is generally responsible and provides leadership for instructional improvement throughout the total college program for day, evening, and summer classes; initiates research concerning the educational needs of the community; directs the entire student personnel program including admissions and records, counseling, guidance, and testing; discipline; financial aid and placement; health; veterans services; orientation; disabled student services, student government and activities; registration; CalWORKSs/Welfare-to-Work; and all other student personnel related activities.

Recommendation:

It is recommended that the Board of Trustees authorize a new administrative position, Dean of Instruction and Student Services for the North Centers (Clovis Center initially), effective August 1, 2000, with placement on the Management Salary Schedule, Range 66.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
DEAN OF INSTRUCTION AND STUDENT SERVICES--NORTH CENTERS**

Under the general direction of the North Centers Vice-Chancellor/President Designate and in accordance with provisions of the education code, the rules and regulations of the Board of Governors of the California Community Colleges, and the policies of the District, the Dean of Instruction and Student Services performs the following duties:

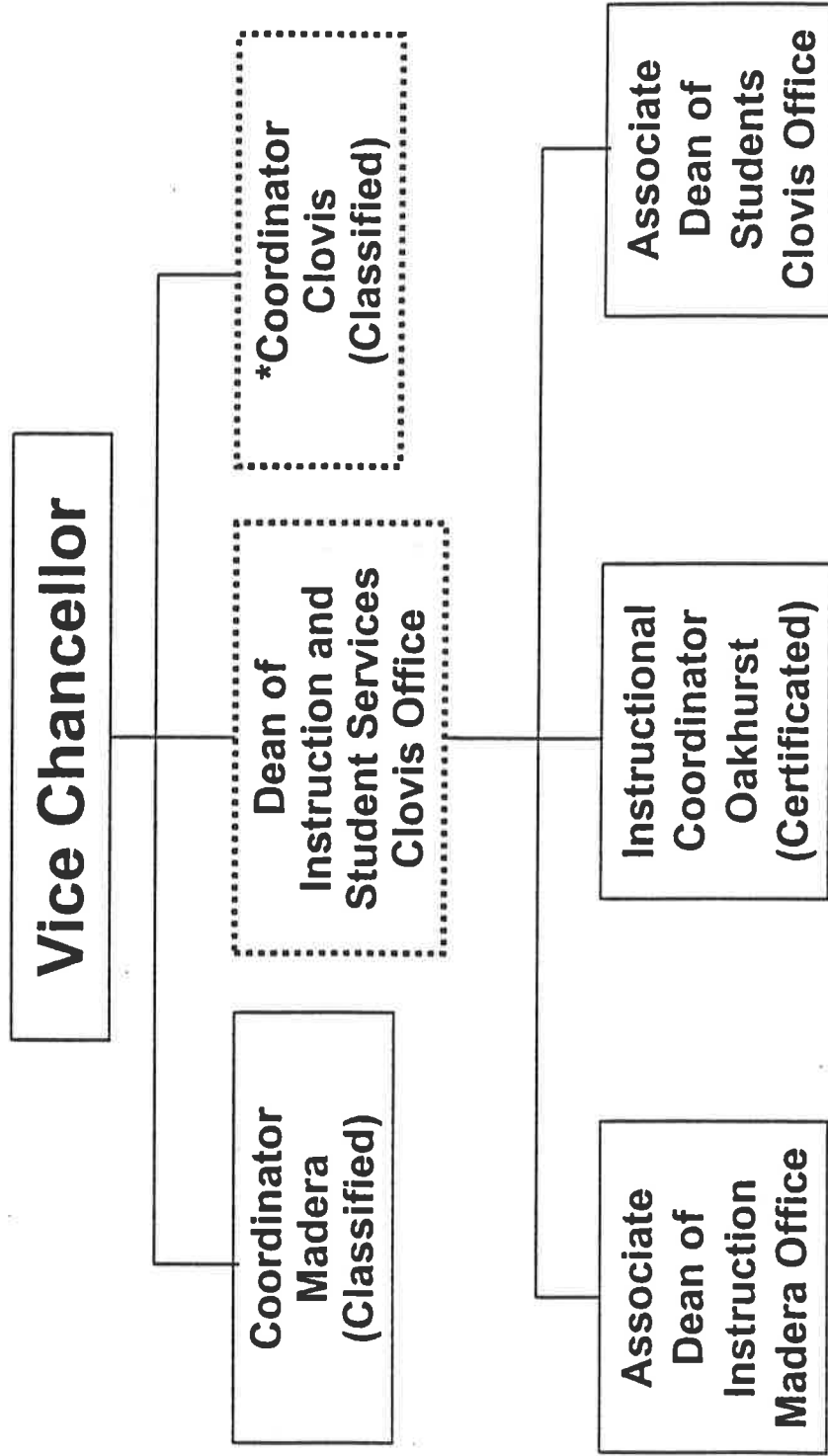
Academic & Instructional Services: Duties and Responsibilities

1. Assists the Vice-Chancellor as needed in the administration of the centers and serves as administrative head of the centers in the absence of the Vice-Chancellor.
2. Is generally responsible for the total instructional program, including curriculum development; consults with associate deans and staff in the curriculum development process to assure that the curriculum implements the centers' education objectives; and maintains a current file of all course outlines.
3. Is generally responsible and provides leadership for instructional improvement throughout the total college program, day, evening, and summer; consults with associate deans and staff and uses class visitations, research studies, and other appropriate methods in promoting improvement of the instructional program.
4. Confers with associate dean regarding certificated staff needs, selection, assignments, teaching load, evaluation, and retention, and makes recommendations to the Vice-Chancellor.
5. Is generally responsible for and, after conferring with associate deans, makes recommendations to the president for the total instructional budget.
6. Represents the centers at local and state articulation meetings; assumes responsibility for institutional articulation.
7. Is generally responsible, with the assistance of the associate deans, for preparation of examination, office, facility, and teaching schedules.
8. Is generally responsible for preparation and distribution of the faculty manual, schedule of courses, and special bulletins describing educational opportunities at the centers.
9. Is generally responsible for supervision of the library, media center, and tutorial center; encourages effective and extensive use of these facilities by faculty and students.

Student Services: Duties and Responsibilities

1. Directs the entire student personnel program including:
 - a. Admissions and Records
 - b. Counseling, Guidance, and Testing
 - c. Discipline
 - d. Financial Aid and Placement
 - e. Health
 - f. Veterans Services
 - g. Orientation
 - h. Disabled Students Services
 - i. Student Government and Activities
 - j. Registration
 - k. CalWORKs/Welfare-To-Work
 - l. All other student personnel-related activities
2. Submits annual report to centers' Vice-Chancellor, including recommendations for improvement of services.
3. Develops, with assistance of staff, objectives for program improvement through in-service training.
4. Recommends personnel for employment to the centers' Vice-Chancellor.
5. Coordinates the recruitment program between high schools and the centers.
6. Furnishes leadership in developing a better working relationship with community agencies.
7. Plans and coordinates research necessary to determine if the student personnel program is meeting needs and how the program may be improved.
8. Responsible for the administration of student body finances.
9. Directs the planning and organization for commencement.

State Center Community College District North Centers Organizational Chart PROPOSAL



* Pending SCCCD Board approval

☐ = Present Positions

⋯ = Proposed Positions

Location Designates Home Office

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: California Community College Trustees
2000 Ballot for Board of Directors

ITEM NO. 00-95

EXHIBIT: List of Candidates

Background:

There are ten (10) vacancies on the CCCT Board of Directors this year and a list of the candidates nominated to fill the vacancies is enclosed. The 10 candidates who receive the most votes will serve two-year terms. In the event of a tie vote for the last position to be filled, the CCCT Board of Directors will vote to break the tie.

The Board may vote for up to ten (10) individuals. The deadline for mailing the ballot is April 25, 2000.

Recommendation:

It is recommended that the Board of Trustees authorize the Secretary of the Board to cast a ballot for up to ten (10) individuals, as directed, from the list of nominees for the 2000 election of the Board of Directors of the California Community College Trustees.

**CCCT 2000 BOARD OF DIRECTORS
OFFICIAL BALLOT**

NOMINEES

VACANCIES

Marie Kiersch, (San Luis Obispo)	1.
Patricia Miljanich, (San Mateo)	2.
Georgia L. Mercer, (Los Angeles)	3.
*Maxine Moore, (Victor Valley)	4.
*William McGinnis, (Butte-Glenn)	5.
Kay Albiani, (Los Rios)	6.
Michael R. Adams, (Antelope Valley)	7.
*Rebecca J. Garcia, (Cabrillo)	8.
Anita Grier, (San Francisco)	9.
Walt Rosebrock (Allan Hancock Joint)	10.
*Frederick Wenck, Jr., (Lake Tahoe)	
Lynn Baranco, (Peralta)	
Carolyn Batiste, (MiraCosta)	
Judi D. Beck, (Shasta-Tehama-Trinity Joint)	
*Lewis S. Braxton, Jr., (Merced)	
Robert Brunton, (Fremont-Newark)	
Greg Brockbank, (Marin)	
*Richard K. Tanaka, (San Jose-Evergreen)	
*Pete E. Tafoya, (Ventura County)	
*Carole Currey, (Santa Monica)	

*Incumbent

List order based on Secretary of State's random drawing of February 14, 2000

Clerk of the board should sign the verification acknowledgment on the ballot return envelope.

**CCCT 2000 BOARD OF DIRECTORS
OFFICIAL BALLOT**

NOMINEES

VACANCIES

Marie Kiersch, (San Luis Obispo)	1.
Patricia Miljanich, (San Mateo)	2.
Georgia L. Mercer, (Los Angeles)	3.
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*William McGinnis, (Butte-Glenn)	5.
Kay Albiani, (Los Rios)	6.
Michael R. Adams, (Antelope Valley)	7.
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*Richard K. Tanaka, (San Jose-Evergreen)	
*Pete E. Tafoya, (Ventura County)	
*Carole Currey, (Santa Monica)	

*Incumbent

List order based on Secretary of State's random drawing of February 14, 2000

Clerk of the board should sign the verification acknowledgment on the ballot return envelope.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Consideration of Bids
Seismic Retrofit, Art/Home Economics Building
Fresno City College

ITEM NO. 00-96

EXHIBIT: None

Background:

Bid #9900-22 is for the structural retrofitting for seismic standards of the existing Art/Home Economics Building at Fresno City College. Also included in this bid is the renovation of existing restrooms to upgrade student accessibility. This project is the result of seismic retrofits required by the Division of the State Architect after a survey of educational facilities statewide. The work of this project consists of the addition of new structural elements to the existing structure, demolition of first floor restroom facilities, the construction and installation of new restroom facilities, plumbing and electrical modifications, and modifications to the existing signal systems.

Funding for this project will be provided by the State Scheduled Maintenance and Repair Program (Deferred Maintenance). The engineer's estimate for this project is \$309,000.00. Bids were received from four (4) contractors as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Durham Construction Company	\$223,400.00
MCS Construction, Inc.	\$244,547.00
Halder Construction	\$255,400.00
David A. Bush, Inc.	\$272,900.00

Recommendation:

It is recommended that the Board of Trustees award Bid #9900-22 in the amount of \$223,400.00 to Durham Construction Company, the lowest responsible bidder for the Seismic Retrofit, Art/Home Economics Building, Fresno City College, and authorize the Chancellor or Vice Chancellor-Business to sign an Agreement on behalf of the District.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: April 4, 2000

SUBJECT: Selection of 1999-00 Independent Auditor

ITEM NO. 00-97

EXHIBIT: None

Background:

State law requires that California community college districts identify an independent auditor for the purpose of conducting an annual financial and compliance review of the district's funds. Identification of an independent auditor must be completed by the District by May 1, or the County Superintendent of Schools is authorized to assign an auditor to conduct the annual audit.

For the past several years the District has utilized the firm of Borchardt, Corona & Faeth to conduct the District's annual audit. Normally the maximum term for a single auditor in the District would be five years; however, in 1998-99 the District extended its Agreement with Borchardt, Corona & Faeth for a sixth year with the understanding Requests for Proposal would be solicited from other auditors in order to obtain a new and objective review. The District has received two responses from its Requests for Proposal as follows:

<u>Audit Firm</u>	<u>1999-00</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
Vavrinek, Trine, Day & Co.	\$51,000	\$52,500	\$53,900	\$55,400	\$57,000
Brown, Armstrong, et al.	\$47,800	\$49,200	\$50,700	\$52,200	\$53,700

The administration has interviewed the two prospective audit firms and believes that, while both firms are capable of providing a quality audit, the District would most benefit from the audit services and the proposal submitted by Vavrinek, Trine, Day & Co. Vavrinek, et al., although not the low cost proposal, is being recommended for various reasons:

1. Currently, the firm conducts approximately 20 community college district audits which, due to familiarity with audit requirements and community college programs, will benefit the District.
2. The firm conducts nearly 150 educational audits, including K-12 education, which results in a knowledgeable staff regarding educational requirements.

3. The firm conducts various training sessions statewide regarding community college district audit and financial requirements.
4. The firm is very knowledgeable of GASB-34 requirements, which apply to community colleges effective 2001-02.
5. The firm works closely with the Chancellor's Office regarding audit guidelines and interpretations.

The proposal, which is for a term of three years with the potential for a two-year extension, allows for annual cancellations in the event expectations are not achieved.

Recommendation:

It is recommended that the Board of Trustees:

- a) authorize utilizing the firm of Vavrinek, Trine, Day & Co. for the purpose of conducting the District's annual audits for the period 1999-00 through 2000-02 in the amounts as follows: 1999-00 - \$51,000; 2000-01 - \$52,500; 2001-02 - \$53,900; and
- b) at the conclusion of the three-year audit term, consider an extension for a period of two years with a fee not to exceed: 2002-03 - \$55,400; 2003-04 - \$57,000.