

**AMENDED**  
MINUTES OF MEETING OF  
BOARD OF TRUSTEES  
STATE CENTER COMMUNITY COLLEGE DISTRICT  
April 4, 2006

Call to Order                   A regular meeting of the Board of Trustees of the State Center Community College District was called to order by President Les Thonesen at 4:31 p.m., April 4, 2006, **at Reedley College, Forum Hall, 995 North Reedley Avenue, Reedley CA 93654.**

Trustees Present               Leslie W. Thonesen, President  
Isabel Barreras, Vice President  
Dorothy Smith, Secretary (arrived 4:35 p.m.)  
H. Ronald Feaver  
Phillip J. Forhan  
William J. Smith  
Zyanya Bejarano, Student Trustee, Fresno City College  
LaShanda Mack, Student Trustee, Reedley College

Trustee Absent                 Patrick E. Patterson

Also present were:

Barbara Hioco, President, Reedley College  
Ned Doffoney, President, Fresno City College  
Terry Kershaw, Vice Chancellor-North Centers  
Doug Brinkley, Vice Chancellor-Finance and Administration, SCCC  
Felix Aquino, Vice Chancellor-Educational Services and Planning, SCCC  
Randy Rowe, Associate Vice Chancellor-Human Resources, SCCC

Introduction of Guests       Among the others present, the following signed the guest list:  
Jan Krueger, Executive Secretary to the Chancellor, SCCC  
Christina Grove, Secretary to the President, RC  
Gene Blackwelder, College Business Manager, RC  
Michael Guerra, College Business Manager, FCC  
Kimberly Perry, Dean of Instruction, RC  
Elizabeth Gamboa, Student, Associated Student Body, RC  
Veronica Zuniga, Student, Associated Student Body, RC  
John Cummings, District Dean of Admissions and Records, DO  
Joan Edwards, Executive Director-SCCC Foundation, SCCC  
Linda Nies, Classified Senate President and Staff, RC  
Ron Nishinaka, Academic Senate President and Instructor, RC  
Brian Speece, Associate Vice Chancellor-Business and Operations, SCCC  
Eileen O'Hare, General Counsel, SCCC  
Lisa Maciel, CSEA President and Staff, RC

Teresa Patterson, Executive Director-Public and Legislative Relations, SCCCCD

Deborah Lapp, English Instructor

Zwi Reznik, SCFT President and Math Instructor, FCC

Lacy Barnes, SCFT Chief Negotiator, and Instructor, RC

Lauren Novatne, Physics Instructor, RC

Jim Gilmore, Math Instructor, RC

Lori Bonilla, Public Information Officer, RC

John Heathcote, Engineering & Math Instructor, RC

Janice Ledgerwood, Art Instructor, RC

Javier Renteria, Counseling Department Chair, RC

Paula Demanett, Academic Senate President, FCC

Janice Emerzian, Director of EOPS & Classified Staff Develop.

Brian Tessler, Student Activities Coordinator, RC

Adelfa Lorenzano, College Center Assistant, RC

Karen Durham, CSEA and Administrative Assistant, RC

Larry Dickson, CSEA and Custodian, FCC

Lois Williams, Classified Senate & Student Svcs. Specialist, RC

Donna Baker-Geidner, CSEA & Microcomp. Resource Spec., RC

Royce Dunn, CSEA and Job Developer, RC

Michael Caldwell, CSEA and General Utility Worker, MC

Bill Turini, Political Science Instructor, RC

Frank Mascola, Residence Hall Supervisor, RC

Michael Quinn, Associate Dean of Instruction, RC

Ruben Fernandez, Dean of Students, RC

Diana Banuelos, Director of Grant Funded Programs, RC

Stephanie Curry, Librarian, RC

B. J. Marquez, Biology Instructor, RC

Cris Monahan Bremer, Director - Mktg. & Communications, FCC

The following students were present: Diana Sanchez, Alondra

Washington, Ashley Dunmore, Tiffany Randle, Abbey Bass,

Isaiah Isassi, Omar Edralin, Juana Jacques, Hilario Pena, Nick

Alquinzon, Luisa Atty, Victoria Mendoza, Brenda Salazar,

Ashley Krikorian, Natasha Hagopian, Alejandro Chavez, Patrick

Dayag, Abigail Lacuesta, Rudy Estrada, C. Thomas, M.

Stephens, Joshua Ekberg, Erica Santos, Sara Montemayor,

Montsenet Mayo, Sundus Umar, Vanessa Villarreal, Yvonne

Benham, Thomas Requgi, Rebeccah Leal, Shannon Rager,

Crystal Billups, Kelsie Zarr, Erika Rodriguez, Lorena Rangel,

Jesus Navanjo, Jennifer Hixson, Tiffany Derksen, Kyle Friesen,

Michelle Geiger, Juan Chavez, F. Cullen, Morgan Jones, Isaias

Flores, Reyna Flores, Rosalba Tiejo, Herron Arreola, Priscilla

Candaniza, Jennifer Perez, Kevin Jow, Armando O., Randy

Stucky, Danny Heriman, Ara Kaprielian, Tiffany Pledger, Kalib

R., Stephen Lashinski, Custavo Cazares, Angelina Pena, Maggie

Chavez, Manuel Centreras, Nathan Wilkins, Ryan Raminson, Ana

Lopez, Daisy Alvarado, Jose Estrada, Joshiah Garnier, Alejandra

Range, Ana Alcantar, P. Dekker, Stephen Loera, Michael Kaiser,

Simon Gonzalez, Alexandra Ignacio, Reine Richter, Adrianna

Acosta, Crystal Martinez, Neri Lozano, Maria Rodriguez, Mario Antonio, Santiago Antonio, Amanda Cardona

Approval of Minutes

The minutes of the Board meeting of March 7, 2006, were presented for approval. A motion was made by Mr. Forhan and seconded by Mr. Feaver to approve the minutes of the March 7, 2006, meeting as presented. The motion carried by the following vote:

Ayes	- 6
Noes	- 0
Absent	- 1

Delegations, Petitions, and Communications

CSEA President Lisa Maciel presented the initial CSEA contract bargaining proposal to Mr. Rowe.

Chancellor's Report

Dr. Crow reported the following:

Dr. Crow had the pleasure of attending Reedley College's Kaleidoscope on March 29 and Fresno City College's Showcase on March 30. He was impressed with the displays that highlighted their programs, as well as the tours, contests and activities for the hundreds of high school students who attended. He extended his congratulations to Fresno City College and Reedley College for these successful events.

Dr. Crow gave the following update on the progress toward fulfilling the accreditation recommendations:

Both of the colleges recently received their certificates of accreditation from the Accrediting Commission for Community and Junior Colleges. The certificates symbolize the accredited status of the colleges until the next comprehensive review in 2011-2012.

**Reedley College/North Centers**

- Development of a new strategic plan has begun, along with assessment of goals and objectives in the current plan. The Strategic Planning Council and representatives from the North Centers met with external facilitators on March 7, and additional meetings are scheduled for April 21, May 22, and August 10.
- The North Centers Institutional Oversight and Budget Committee has reviewed the planning process.
- An All-College Retreat was held on March 30. The morning session topic was assessment of goals and objectives of the current master plan and validation of current strategic directions. North Centers' representatives attended the morning session. The afternoon session was a discussion of

Chancellor's Report  
(continued)

the Reedley College current governance and committee structure and of the Committee on Committees report and recommendations.

- Development of student learning outcomes at the course, program, and degree level continues, with emphasis on assessment and evaluation. A renowned statewide expert will conduct an all-day workshop with the Curriculum Committee prior to the opening of the Fall 2006 semester, followed by meetings with individual instructional discipline areas throughout the 2006-2007 year.
- A team of 10 Reedley College and North Centers faculty and administrators will attend the California Community Colleges workshop on the implementation of AB 1417 accountability requirements.

**Fresno City College**

- The Accreditation Response Team met March 30, 2006, to review the response format and requirements.

**Recommendation 1: Participatory Governance**

- Meetings held by various campus groups to discuss the Accreditation Evaluation Report
- Constituent groups have met to discuss membership of the proposed Strategic Planning Council.

**Recommendation 2: Program Review**

- Training/Workshop for programs in arrears was held February 21, 2006.
- Semi-final drafts are under review by the managers, Coordinator of Planning and Dean of Instruction.

**Recommendation 3: Planning**

- Strategic Planning Council
  - Developed through planning forums of campus constituent groups.
  - Membership reflects campus administration, faculty, staff and students.
  - Objective of the Council is to develop a draft of the new strategic planning process that integrates budget, human resources, technology, program review, distance learning, etc.
  - The Strategic Planning Council will interface routinely with college constituent groups.
- Strategic Planning Support Team
  - Work with consultants.
  - Provide information, logistics and support to the Strategic Planning Council.
- A calendar has been set up through the end of the semester to develop the draft strategic plan.

**3.1 Evaluations**

- Delinquent evaluations have been completed.

Chancellor's Report  
(continued)

**3.2 Distance Education Plan**

- Distance Education Committee has been formulated.

**3.4 Technology Plan**

- Campus Technology Committee has been reconstituted.
- Several members also serve on the District's Technology Committee.

**Recommendation 4: Library Holdings**

- Funding: \$150,000 for new books from decision package funding.

Following Dr. Crow's report, the Board discussed the following:

- The source and validity of the Fresno City College student drop out rate data.
- The importance of using the accreditation document as a tool from which to learn and that the document be taken seriously and that updates be provided to the Board on a monthly basis.
- The importance of contacting the Chancellor for updates on what is being done to address the recommendations from the accreditation reports and how those things of concern are being rectified.
- The need to address issues in *The Fresno Bee* opinion editorial.
- The need for the Board to stay informed at all times so that information is not misinterpreted, but clarified.

Mr. Thonesen said that the Board needed to move forward in a positive manner, leaving behind negativity and what should have been done.

Campus Reports

Dr. Hioco reported the following from Reedley College:

- Ms. Mayra Mendoza, volleyball student athlete, has been named to the Pepsi Scholar Athlete Honor Roll and will be recognized at the Commission on Athletics Conference in Sacramento, April 5.
- RC students and their faculty advisor Janice Ledgerwood took second place in the 3D Graphics/Animation category at the CCSAT Student Film and Video Festival.
- The RC Student Art Exhibit will be hosted by the Kings River Arts Council, April 5, at the Reedley Opera House.
- RC Kaleidoscope Open House was a big success with more than 500 area high school students attending.
- The annual Latina Film Festival is scheduled for April 21 and 28.
- Three projects currently underway for the RC Students in Free Enterprise 1) accepting and distributing professional work clothes for RC students, 2) creating a recycle center for ink cartridges, and 3) continuing their "Piggy Bank" learning program for local second graders.

Campus Reports  
(continued)

Dr. Doffoney reported the following from Fresno City College:

- The Scholar-in-Resident proposal under the 2006-07 Fulbright program has been approved for funding.
- Nursing Instructor Sandra Cleveland has been elected chair of the Diversion Committee for Registered Nurses.
- Theatre Instructor Chuck Erven received third place in the David Mark Cohen playwriting competition for Canyon Suite.
- Over 130 CalWORKs students were honored for their academic achievements at the CalWORKs Dean's List Reception on April 3.

Dr. Kershaw reported the following from the North Centers:

- The Madera Center hosted its 7th annual early outreach event, "College: Making It Happen" on March 7.
- More than 200 students participated in the 5th annual Madera Academic Youth Alliance (MAYA) Knowledge and Leadership Conference on March 11 at the Madera Center.
- The Oakhurst Center participated in Yosemite Area Showcase.
- The North Centers, in partnership with UC Merced, are applying for a Bridges Grant targeting underrepresented students interested in pursuing Ph.D.'s in the sciences.
- The North Centers counseling staff has arranged for UC Merced admissions/relations staff to make presentations to general education/transfer classes regarding educational opportunities at UC Merced.
- Upcoming events are 1) Madera Center Spring Extravaganza, April 18; 2) Madera Center softball field dedication, April 28; and the Annual Spring Awards Banquet on April 28.

Academic Senate  
Report

Mr. Ron Nishinaka, Reedley College Academic Senate President, reported the following:

- The process for crafting the accreditation self study progress report has begun.
- The Reedley College Academic Senate unanimously approved the proposed academic accommodation review procedures at its February meeting.
- Area preparation meetings for the spring plenary session of the State Academic Senate are scheduled for April 7-8.
- The ASCCC spring plenary session will be held in San Francisco, April 27-29.
- The Academic Senate has constituted an *ad hoc* equivalency review committee.
- Academic Senate representatives, district wide, are working on revisions to Administrative Regulation 4100, which defines the process for recruitment, screening, and hiring new faculty.

Academic Senate  
Report (continued)

- A shared governance policy review committee is being formed.
- Several faculty members were noted for their activities to assist students and develop stronger community ties.

Classified Senate  
Report

Ms. Linda Nies, Reedley College Classified Senate President, reported the following:

- Ms. Nies introduced the Reedley Classified Senate Officers for 2006-07 as Lois Williams, president; Renee Dauer, vice president; and Susan Mills, secretary.
- Gave an update on Classified Senate fundraisers.
- Listed upcoming technology training sessions and brown bag workshops.
- The Classified Senate is participating in the Relay for Life hosted by Reedley College.

Associated Student  
Body Report

Ms. LaShanda Mack, incoming ASB president for 2005-06, and current student trustee reported the following:

- Ms. Mack introduced the current and incoming officers present. Incoming vice president is Ashley Krikorian, and treasurer is Nicholas Alquinzon, student trustee is Eddie Rea.
- Ms. Mack presented a slide show on the composition and purpose of the ASB, and also included photos of annual events.
- Throughout this year the ASB members have been involved with numerous campus activities and fundraisers such as *The Fresno Bee Kids Day*, as well as college night, and community service projects.
- Six new clubs have joined this year.
- The ASB members serve on many college committees.

Reedley College  
Physics and  
Engineering  
Department Fall Project

The Reedley College Physics and Engineering Department Instructors, Lauren Novatne and John Heathcote presented their fall semester project. The project involved developing from scratch an innovative prosthesis device to assist Roo, a Chihuahua mixed-breed dog born without front legs. Students, campuswide, participated on the robotics design team. The presentation included video interviews with the students involved and the various stages of the project.

Update of Proposed  
Change in English and  
Math Requirements for  
Associate Degree

Dr. Felix Aquino introduced Deborah Lapp, Reedley College English instructor, and Zwi Reznik, Fresno City College math instructor. Ms. Lapp discussed the State Academic Senate's proposal to change the English requirement for the Associate degree (English 1A), and Mr. Reznik discussed the proposed changes in the mathematics requirements. Dr. Aquino closed the discussion stating that the State Academic Senate's proposal is expected to go before the Board of Governors' Consultation

Update of Proposed  
Change in English and  
Math Requirements for  
Associate Degree  
(continued)

Council in May and to the full board in the fall. If approved, the proposal must then go to the State's Office of Administrative Law, and the Department of Finance for analysis before it can become law.

Consent Agenda

Mr. Thonesen advised that Consent Agenda Item 06-15HR, Academic Personnel Recommendations, has been amended, and Consent Agenda Item 06-16HR, Classified Personnel Recommendations, has been amended. Ms. Barreras asked that Item 06-18HR, Consideration to Revise Titles of Associate Dean, Dean, College Business Manager, Districtwide, be pulled for discussion.

Action

It was moved by Mr. Smith and seconded by Mr. Feaver that the Board of Trustees approve the Consent Agenda, as amended, with the exception of Item 06-18HR. The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Employment, Transfer,  
and Resignation,  
Academic Personnel  
[06-15HR]

approve the academic personnel recommendations, Items A through C, as amended. (Lists A through C are herewith made a part of these minutes as Appendix I, 06-15HR).

Action

Employment, Change  
of Status, Transfer, and  
Retirement, Classified  
Personnel  
[06-16HR]

approve classified personnel recommendations, Items A through F, as amended. (Lists A through F are herewith made a part of these minutes as Appendix II, 06-16HR).

Action

Consideration to  
Approve 2006-2007  
Contract Status of  
Academic Personnel  
[06-17HR]

pursuant to Education Code Sections 87605, 87608, and 87609, approve the attached list of academic personnel for re-employment for the 2006-2007 academic year as indicated, subject to assignment by the Chancellor and salary placement as adopted by the Board of Trustees. (The attached list of academic personnel is herewith made a part of these minutes as Appendix III, 06-17HR).

Action

Consideration to Revise  
Titles of Associate  
Dean, Dean, and  
College Business  
Manager, Districtwide  
[06-18HR]

Ms. Barreras requested that there be more documentation and research on this item before the Board makes a decision, as well as allow time to foster involvement of shared governance.

Mr. Smith stated that the justifications for the title changes were discussed at the Board retreat. There are no promotions or salary

Consideration to Revise  
Titles of Associate  
Dean, Dean, and  
College Business  
Manager, Districtwide  
[06-18HR] (continued)

changes involved. The title changes will update and align with the titles used in the state for the basis of recruiting the best possible people.

Dr. Crow said this item was discussed at Communications Council and that there was no objection. Ms. Demanett said that Academic Senate has not had a meeting to discuss title changes. We have no objections until we take it back to our body. Mr. Nishinaka said it has not been discussed at the Reedley College Academic Senate.

Action

Mr. Smith and Mr. Feaver seconded the motion to table Item 06-18HR. The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration to Adopt  
Revised Board Policy  
7000 Series, Human  
Resources  
[06-36G]

approve Board Policy Series 7000, Human Resources, as presented.

Action

Consideration to  
Approve Out-of-State  
Travel, CASS Students,  
Reedley College  
[06-37G]

approve out-of-state travel for approximately twenty CASS students to attend the CASS West Coast Leadership/Reentry Conference to be held at the Red Lion Inn in Portland, Oregon, on April 7-9, 2006, with the understanding that the trip will be financed without requiring expenditures of District funds.

Action

Consideration to  
Approve Out-of-State  
Travel, Phi Theta  
Kappa Students, Fresno  
City College  
[06-38G]

approve out-of-state travel for one Fresno City College Phi Theta Kappa student to attend the Phi Theta Kappa International Convention in Seattle, Washington, from April 20-22, 2006, with the understanding that the trip will be financed without requiring expenditures of District funds.

Action

Review of District  
Warrants and Checks  
[06-39G]

review and sign the warrants register for the period February 28, 2006, to March 31, 2006, in the amount of \$14,681.794.29; and

Action

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, 2006, to March 24, 2006, in the amount of \$483,116.25.

Consideration to  
Accept Construction  
Project, Chemical  
Storage Area  
Ventilation, Reedley  
College  
[06-40G]  
Action

- a) accept the project for Chemical Storage Area Ventilation, Reedley College; and
- b) authorize the Chancellor or his designee to file a Notice of Completion with the County Recorder.

Consideration to  
Accept Construction  
Project, Backstop  
Improvements, Madera  
Center [06-41G]  
Action

- a) accept the project for Backstop Improvements, Madera Center; and
- b) authorize the Chancellor or his designee to file a Notice of Completion with the County Recorder.

Consideration of Report  
of Investments  
[06-42G]  
Action

accept the Quarterly Performance Review, as provided by the County of Fresno, for the quarter ending December 31, 2005.

Consideration to  
Approve Agreement  
with SixTen and  
Associates for 2006-07  
Mandate  
Reimbursement Claim  
Preparation Services  
[06-43G]  
Action

- a) authorize entering into an agreement with SixTen and Associates in an amount not to exceed \$24,000 for the preparation and submission of the 2006-07 mandate reimbursement claims; and
- b) authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign the agreement on behalf of the District.

Consideration to  
Authorize Sale of  
Surplus Property,  
Fresno City College  
[06-44G]  
Action

authorize disposal of District surplus property by auction.

Consideration to  
Authorize Agreement  
with the U.S.  
Department of Housing  
and Urban  
Development for  
Community Outreach  
Program, Fresno City  
College Training  
Institute [06-45G]  
Action

- a) authorize the District, on behalf of the Fresno City College Training Institute, to enter into an agreement with the U. S. Department of Housing and Urban Development in the amount of \$399,965 for community outreach services for the period October 1, 2005, through September 30, 2008;
- b) authorize renewal of the agreement with similar terms and conditions; and
- c) authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign the agreement on behalf of the District.

Consideration of Bids,  
Exterior Painting,  
Fresno City College  
Field House and  
District Operations  
[06-46G]  
Action

award Bid #0506-21 in the amount of \$48,990.00 to Nelson's Painting, Inc., the lowest responsible bidder for Exterior Painting, Fresno City College Field House and District Operations; and authorize the Chancellor or Vice Chancellor, Finance and Administration to sign an agreement on behalf of the District.

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

Public Hearing on  
District's Counter  
Proposal To Full-Time  
Bargaining Unit, SCFT  
Local 1533, CFT/AFT,  
AFL-CIO  
[06-13]  
No Action

Mr. Rowe stated that Government Code 3547 sets forth the "sunshine" provisions of the Rodda Act. The Board is required to hold a public hearing on the District's initial proposals to the SCFT Full-Time Bargaining Unit. The District's proposals have been posted with this agenda since March 29, 2006.

(Ms. Barreras left the meeting room at 6:05 p.m.)

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

**2006-2009**

The collective bargaining provisions herein by the State Center Community College District Board of Trustees to the State Center Federation of Teachers 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 proposals submitted by the respective parties to the Collective Bargaining Agreement pursuant to the Educational Employment Relations Act.

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 I, TERM OF AGREEMENT, shall remain unchanged

Public Hearing on  
District's Counter  
Proposal To Full-Time  
Bargaining Unit, SCFT  
Local 1533, CFT/AFT,  
AFL-CIO  
[06-13] (continued)  
No Action

except for the following amendments:

This Agreement between the State Center Community College District (hereinafter referred to as "District") and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (hereinafter referred to as the "Federation") is effective upon ratification, and shall remain in full force and effect through June 30, **2009, or three (3) years from the date of ratification whichever is later.**

## **ARTICLE V** **WAIVER OF BARGAINING**

Article V, WAIVER OF BARGAINING, shall remain unchanged except for the following amendments:

Section 1. WAIVER:

- A. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements between the parties, both oral and written. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. **The Federation acknowledges that during negotiations which preceded this Agreement, (the Federation) had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete commitments of both parties.**

**The Federation and the District mutually agree that for the life of this Agreement neither party shall be obligated to negotiate collectively with respect to any subject or matter referenced to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement, unless there is mutual agreement by both parties to reopen**

Public Hearing on  
District's Counter  
Proposal To Full-Time  
Bargaining Unit, SCFT  
Local 1533, CFT/AFT,  
AFL-CIO  
[06-13] (continued)  
No Action

**negotiations on those specific matters, except as otherwise specified in this Agreement.**

- C. The Board shall have the exclusive right to determine the impacts and effects of matters outside the scope of representation as permitted by the Educational Employment Relations Act.**

### Section 2. BEGINNING NEGOTIATIONS

This is a closed contract and neither party will be required to negotiate on any item during the term of this contract unless both parties mutually agree to negotiate. Any AFT initial proposal for reopener negotiations for a successor contract shall be given to the District between January 1, 2009 and June 30, 2009.

### Section 3. NEGOTIATION GROUND RULES

**The District and the Federation intend to provide a basis upon which both the District and Federation can attest to a common understanding which will ultimately put students first. The District and Federation commit to a collective bargaining process which will allow for mutual benefit while avoiding acrimony, which is adverse to the District's educational mission.**

**The District and the Federation each agree that:**

- **Each party will in good faith attempt to understand the interests of the other and to consider available options.**
- **The parties will seek and provide clarification of their respective interests and options.**
- **Expressions should be respectfully made with a professional demeanor and for a constructive purpose.**
- **Respect for team members representing each party, as well as the leadership of the Federation and Board, will be shown at all times.**
- **The parties will refrain from orally attacking negotiators on each team either during or away from the bargaining table in any form.**
- **Information given to each party's respective constituency will be accurate and not contain inflammatory representations.**
- **Neither party will attempt to circumvent the negotiating team (via the Board/Federation).**
- **Neither party will represent to any member of the public any charge of improper bargaining except in**

Public Hearing on  
District's Counter  
Proposal To Full-Time  
Bargaining Unit, SCFT  
Local 1533, CFT/AFT,  
AFL-CIO  
[06-13] (continued)  
No Action

- the form and case of filing a legal proceeding (e.g., unfair practice charge, writ of mandamus, etc.).**
- **Neither party will threaten the other in any form (i.e., concerted activities [work to rule, strike, etc.], discharge of employment, etc.).**
  - **Neither side will attempt to use the public or their constituencies to influence the negotiations or to in any way disrupt the normal course of negotiations at the bargaining table.**
  - **Neither party will engage in evasive tactics or delay of bargaining.**
  - **Neither party will condition agreement of economic matters upon agreement of non-economic matters.**
  - **The parties will be prepared for each bargaining session.**
  - **The parties will only address the substantive issues on the bargaining table and whenever discussions away from the bargaining table are conducted with any persons. Neither party will make any representations about any other individual connected with the other party in the bargaining process.**
  - **The parties will stay focused on the future and how the District can reach its educational goals.**
  - **The parties will discuss the past only to understand what happened and what we can learn from it to plan an improved future.**
  - **The parties will not debate who is right or wrong or who is to blame.**
  - **The parties will be honest about whether one can comply with a request and explain the reasons if unable to comply.**
  - **The parties will listen carefully and try to really understand the thought process and position of the other side.**
  - **The parties will avoid interrupting – give the time needed to express and all the time needed to respond.**
  - **The parties will keep discussions in the negotiations room – take only the agreements out.**
  - **The parties will be straight forward, but compassionate in communication, avoiding put-downs or sarcasm.**

**ARTICLE IX**  
**FEDERATION RIGHTS**

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

Public Hearing on  
District's Counter  
Proposal To Full-Time  
Bargaining Unit, SCFT  
Local 1533, CFT/AFT,  
AFL-CIO  
[06-13] (continued)  
No Action

Section 6. MAILBOX USAGE:

Duly authorized communications may be placed by the Federation in the mailboxes of unit members. Such communications must be dated and bear Federation identification as the distributor. **A copy of all items distributed by District mail service and/or unit member mailboxes shall be forwarded to the Chancellor as soon as possible. The Federation agrees to use the district's mail service in compliance with CA. Ed. Code section 7054. The Federation and its members agree not to use District's mail service for purposes of urging the support or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Board of Trustees of the District in accordance with California Education Code section 7054.**

Section 9. FACILITIES USAGE:

Upon advance request, and with approval, the Federation will be granted the use of facilities, depending upon availability of space **and conformity with the Civic Center Act. It is expressly understood and agreed to that the Federation and its members will not use District services, supplies, or equipment for the purpose of urging the support or defeat of any ballot measure or candidate, including but not limited to, any candidate for election to the Board of Trustees of the District, in accordance with California Education Code section 7054.**

Section 10. DUES DEDUCTIONS:

**b.(3)(d) The parties acknowledge that the agency shop organizational security arrangement described in this Article is subject to subsequent changes, if any, arising in applicable law, including decisional law. The parties further acknowledge that the agency shop arrangement described in this Article is subject to change pursuant to the "rescission" process authorized under current applicable law. (See Cal. Govt. Code section 3546.) The parties acknowledge that the current controlling law allows unit employees to vote to rescind the agency shop arrangement/mandatory agency fee requirements once during the term of the Collective Bargaining Agreement. Specifically, prevailing law permits employees within the bargaining unit an opportunity to vote to rescind the mandatory agency fee arrangement if at least 30% of the unit's employees sign a**

Public Hearing on  
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**petition requesting a rescission election from  
the Public Employment Relations Board  
(PERB). (Reference Cal. Govt. Code section  
3546(c)-(d).)**

**In event that there is rescission of the agency fee  
and/or any law enacted pursuant to SB 1960  
(2000 Legislative Session) due to termination of  
the collective bargaining agreement, rescission  
election, new legislation, or decisional law, the  
provisions set forth herein shall be extinguished  
and become null and void.**

Section 15. RELEASED TIME:

A maximum of ~~five (5)~~ **three (3)** authorized unit members of the Federation Bargaining Committee shall be released from their regular work duties, with pay, if negotiation meetings with management are scheduled during the working hours of the unit members involved. **The parties agree to schedule alternate meeting times between work day and evening times, with every other meeting scheduled after the regular work duty day, typically from 5 p.m. – 9 p.m.**

The chairperson of the Federation Grievance Committee at Fresno City College and the Chairperson of the Federation Grievance Committee at Reedley College shall be released from their regular work duties, with pay, if grievance resolution meetings are scheduled with management during the working hours of the chairperson involved. The parties shall seek to schedule grievance resolution meetings at times when the grievance chairperson is not assigned to classes.

The District may, where required, provide substitutes for such classes as may be missed by these ~~five (5)~~ **three (3)** unit members.

**ARTICLE X  
MANAGEMENT RIGHTS**

Article X, MANAGEMENT RIGHTS, shall remain unchanged except for the following amendments:

Section 1.

The federation recognizes and agrees that the exercise of the express and implied legal powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and the

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use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. **It is agreed that such powers include, but are not limited to, the Board's sole right to manage the District and direct the work of its employees; to determine the level, means and kinds of services provided; to determine the staffing patterns and the number and kinds of personnel required; to determine its organization; to determine assignment and location thereof; to determine performance standards; to decide on the building, location or modification of a facility; to determine the budget and methods of raising revenue; to determine educational objectives and policies; to determine the time and hours of operation of District facilities; to subcontract work or operations except where expressly forbidden by law; to maintain order and efficiency; to determine rules applicable to employees; to hire, assign, evaluate, promote, discipline, layoff and transfer employees. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above. The exercise of any right reserved to the District herein in a particular matter or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner. The right to determine or decide any of the foregoing shall also include the right to implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently in any of such areas.**

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

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

### Section 5. OFFICE HOURS

At least one office hour shall be scheduled by unit members on days when they do not have classes scheduled. Said office hour may be rescheduled to another day **upon approval of the immediate supervisor due to extraordinary circumstances, and shall be limited to not more than two times in any semester.** ~~under the following circumstances:~~

- ~~1. For unit member to perform assignment related work off campus.~~
- ~~2. For unit member to participate in professional development.~~
- ~~3. For unit member to develop curriculum.~~

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4. ~~For unit member to engage in college related activity with students currently enrolled in one of his/her classes.~~

The instructor shall, not later than the day prior, inform his/her immediate supervisor of the need to reschedule the office hour and publish the rescheduled office hour conspicuously for students.

The instructor is responsible for attending meetings including all meetings called by administration, curriculum, department, faculty, or committee on non-teaching days.

The instructor may not reschedule an office hour during a week when students specify a need for his/her office hour assistance on a non-teaching day.

The rescheduling of an office hour may not exceed more than **two (2) days in any semester** ~~(1) day in any five (5) day work week period~~. Exceptions warranted by special circumstances may be authorized by the college president or the unit member's immediate supervisor.

#### Section 6. CALENDAR:

One flexible schedule day shall be provided each semester (Fall and Spring), the first of which shall be at the beginning of each semester, unless the District and the Senates mutually agree otherwise. Faculty members may request to schedule a "flex day" at a time other than the date at the beginning of the spring semester for a specific educationally related activity which is beneficial to the education of students providing such alternate schedule is management approved and within the normal travel and conference budget expenses. **Any approved rescheduled "flex day" must occur within that spring semester.** Faculty scheduling alternate flex day activities are responsible for the reporting requirements required in regulation.

#### Section 12. DISTANCE EDUCATION

B. Teaching Load Factor: ~~A unit member teaching a distance education course (as designated by the College District) shall receive LHE credit on the ratio of four (4) LHE per three (3) units taught.~~ **Distant education courses taught by unit members as designated by the College shall receive LHE credit on the ratio of one (1) LHE per one (1) unit taught except as otherwise mutually agreed between the unit member and College administration.** LGI factors shall apply to distance education courses in

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the same manner as for traditional courses. Unit members teaching distance education courses must teach at least 40% of his/her load on campus per semester. The District may allow a unit member to teach less than 40% of his/her load on campus per semester, provided there is mutual agreement between the ~~immediate supervisor~~ **President/Vice Chancellor North Centers** and unit member.

- C. Course Development Factor: A unit member assigned by the ~~College administration~~ **Dean of Instruction** to develop a course for distance education shall receive released time during the semester when the course is being developed. The ratio of released time shall be one (1) LHE per one (1) unit of course development.

### **ARTICLE XIII** **FACULTY CONDITIONS**

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

Section 1: EVALUATION OF FACULTY:

TENURE REVIEW/EVALUATION OF CONTRACT  
EMPLOYEES

C. COMMITTEE COMPENSATION

1. Each faculty committee member shall receive **up to ten (10) hours or the actual number of hours, whichever is less**, of compensation equivalent to the top of Schedule "C" Lab rate for each year he or she serves on the evaluation committee and completes the evaluation cycle. To be eligible to receive the compensation, counselors, librarians, nurses, and tutorial instructors must perform such evaluation services outside of their regularly assigned work week under Article XII, Section 4.

D. OTHER EVALUATION PROCEDURES

**6. Evaluation of Distance Education**

- a. **Distance Education courses will be evaluated in the same manner as traditional courses as nearly as practical. The Committee will distribute surveys on-line to all students in at least one section of each distance education course taught**

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**by contract employees. The Committee will conduct classroom observations by observing “chat sessions” or similar activity. The contract employee is responsible to provide dates of such activities to the committee.**

G. TIMELINE FOR THIRD CONTRACT EMPLOYEES

1. YEAR 3

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

- 1) Committee conducts additional classroom visitations as deemed appropriate.
- 2) **Committee meets with probationary employee to discuss the third year evaluation.**

Section 2. EVALUATION OF TENURED FACULTY:

D. Evaluation Process:

**5. Distance education courses will be evaluated in the same manor as traditional courses as nearly as possible. See section 1.D.6 above**

**5.6.** At the completion of the evaluation process, the unit member, peer, and immediate supervisor shall meet to discuss the results of the evaluation, including the peer written review, student evaluation, unit member self-evaluation, and the immediate supervisor's evaluation as well as suggestions for improving the performance of the unit member.

The summary written evaluation report shall be prepared by the immediate supervisor. The summary evaluation shall take into account the peer reviewer's written report as well as the results of each of the evaluation elements.

The unit member shall have opportunity to comment on the results of the written summary evaluation report and have any written comments attached to the written evaluation report which shall thereafter be forwarded to the College President.

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- E. Augmented Evaluation: In the event the immediate supervisor or peer reviewer indicates unacceptable job performance through a negative summary evaluation the unit member may appeal the evaluation to the augmented team within ten (10) working days. The augmented team will consist of the original team plus one unit member selected by the person being evaluated and one additional administrator.
1. If the unit member appeals the negative evaluation, the augmented team will determine whether the negative evaluation finding was warranted. If the negative evaluation is upheld, or if the unit member doesn't appeal, the unit member will continue being evaluated by the augmented team until his or her job performance reaches at least a minimally acceptable level, upon which time he or she will return to the regular evaluation cycle, or a determination is made by the District to discharge the unit member. **Any unit member who receives a negative summary evaluation shall not advance on the salary schedule until his or her job performance reaches at least a minimally acceptable level. Advancement on the salary schedule requires a minimally acceptable evaluation finding as determined by the formal evaluation pursuant to this Article.**

#### Section 5. SPECIAL ASSIGNMENTS

A. Counselors

- 3) The work week shall consist of thirty-five (35) hours of assigned duty **and five (5) unscheduled hours** which may include committee assignments, faculty senate, other college-related meetings, research and orientation, counseling appointments, teaching responsibilities, if assigned, staff development activities and/or any other professionally-related activities as authorized and/or directed by the administration. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.

B. Librarians:

- 3) The work week shall consist of thirty-five (35) hours of assigned duties **and five (5) unscheduled hours** which may include teaching responsibilities,

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if assigned, scheduled professional meetings, staff development activities, and/or other professionally-related activities as authorized and/or directed by the administration.

C. College Nurses:

- 3) The work week shall consist of thirty-five (35) hours of assigned nursing duties, office hours, scheduled professional meetings, staff development activities, and other appropriate professional activities as authorized and/or directed by management **and five (5) unscheduled hours.**

D. Vocational Training Center:

- 2) The work week shall consist of thirty-five (35) assigned duty hours which may include instructional activities not to exceed thirty (30) hours per week, and/or any other professionally-related activities as authorized and/or directed by management, such as meetings scheduled by the administration, staff development activities, faculty consultations, and student consultations with community agency representatives **and five (5) unscheduled hours.**

E. Tutorial Instructors:

- 3) The work week shall consist of thirty-five (35) hours of assigned duty which may include teaching responsibilities, staff development activities, meetings, faculty consultations, and/or any other professionally-related activities **and five (5) unscheduled hours** as authorized and/or directed by management. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.

F. Coordinators:

- 4) The work week shall consist of thirty-five (35) hours of assigned duties which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities and/or other professional-related activities as authorized and/or directed by the administration **and five (5) unscheduled hours.**

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Section 8. TRANSFER AND REASSIGNMENT:

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

- **Job announcements shall be posted for transfer through the District's bulk e-mail for a ten (10) day period.**
- **Transfer applicants shall submit to the Human Resource Department a letter containing why they wish to transfer to the posted vacancy, an updated resume, and shall receive a department interview.**
- **The department shall recommend one of the following: (1) recommend acceptance subject to College and District approval, (2) recommend against the requested transfer, and (3) recommend the transfer applicant be considered along with all other applicants.**
- **The department shall reach a recommended determination regarding the applicant(s) within five (5) days of receipt of the letter(s) and updated resume(s).**
- The request is preliminarily approved by both the department and the immediate supervisor for the department in which the position is available, and is forwarded for approval to the office of the relevant College President/Vice Chancellor North Centers.
- A suitable replacement for the position being vacated by the applicant is found. Any such transfer shall be considered permanent only upon the completion of each and every condition precedent stated above.

Section 11. PERSONNEL RECORDS:

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

1. Initial employment records
  - Application
  - Official transcripts of academic records
  - Transcript evaluation form
  - Pre-employment confidential materials, including:

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- a) Interview reports
  - b) Placement office papers
  - c) Letters of recommendation
  - Health verification documents
  - Verification of related work experience
  - Copies of credential documents
  - ~~Certificated~~ **Academic** employment recommendation form (P22)
  - Offer of employment letter
  - Original signed contracts and employment agreements
  - Leaves of absence approval documents
  - Copies of early retirement agreements (original to be filed in Office of Vice Chancellor, Business)
  - Sick leave transfer letters
  - Periodic evidence of chest x-ray or approved intradermal tuberculin test
  - Notices of employment
2. Salary schedule classification advancement information
- Petition for advancement
  - Supportive documents
  - Action on petition

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

1. Evaluations and other correspondence related to job performance, including professional growth reports.
2. Directives and other personal communications.
3. Written complaints and commendations.
4. Employee response to written complaints.

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

**ARTICE XIV-A**  
**LEAVES WITH PAY**

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

Section 1. SICK LEAVE PROVISIONS:

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A. Sick Leave:

- (5) Where a unit member in a position requiring certification qualifications has exhausted his/her sick leave benefits and is absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment of the unit member, ~~the unit member shall receive fifty percent (50%) of his/her regular salary~~ **an amount shall be deducted from the unit member's salary equal to that paid to a substitute** during the period of such absence up to a maximum of five (5) school months. **If no substitute was employed, the deduction shall be the amount which would have been paid to the substitute had one been employed.**
- (12) **If a unit member has used more sick leave than has been earned or accrued, that deficit, in a dollar amount calculated from the equivalent daily rate for that member, shall be deducted from the final salary warrant due for the current year.**

Section 6. PERSONAL EMERGENCY LEAVE

- D. Two (2) of the six (6) days may be granted for ~~any reason deemed appropriate by the member~~ **the purpose of dealing with matters of compelling personal importance which cannot be avoided or attended to at any other time. Such leave request must have** ~~and with~~ prior approval of the supervisor, and in no case will there be more than two (2) employees off at any one time in any work unit under this paragraph.
- F. **Under no circumstances shall personal emergency leave be available for purposes of personal convenience, extension of a holiday or a vacation period, to seek other employment, to engage in concerted activities or other collective refusals to provide service, for matters which can be taken care of outside of the work hours, or for recreational activities.**
- G. **Personal emergency leave shall not be granted during a scheduled vacation or a leave of absence.**

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**H. Personal emergency leave days shall not accumulate from year to year.**

Section 7. SABBATICAL LEAVE:

- B.(2) The District shall allocate funds in the District budget for financing of sabbatical leaves for up to a maximum of twelve (12) of the eligible unit members. Apportionment of sabbatical leaves between the District colleges shall be as follows: **the number of leaves assigned to Fresno City College and Reedley College and the North Centers shall be based upon a ratio of faculty members at Fresno City College and at Reedley and the North Centers to the total of all faculty employed by the State Center Community College District.**

**ARTICLE XIV-B  
LEAVES WITHOUT PAY**

Article XIV-B, LEAVES WITHOUT PAY, shall remain unchanged except for the following amendments:

Section 1. PERSONAL BUSINESS LEAVE:

- A. The college president, upon request and with prior approval, may grant an absence for **one (1) additional calendar day per year under extraordinary circumstances for personal business leave that shall not be deducted from sick leave or salary**, to a unit member. **This day may not be split.**
- B. Absences for personal business leave shall be without pay. ~~unless the unit member elects to have such days of absence deducted from his/her accumulated sick leave. In the event the unit member elects to have the absence deducted from sick leave, he/she may do so up to a maximum of two (2) accumulated sick leave days per college year for reasons of personal business.~~

**ARTICLE XV  
INSURANCE PROGRAMS**

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

**The District will continue providing the sum total of the contribution amounts as stated in the collective bargaining agreement and as provided during the 2005-06 school year. Any additional contribution amounts may be considered**

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**based upon "compensation" as set forth and stated in Article XVII and shall hereafter be provided as a single aggregate total "capped" amount.**

Section 4. SALARY PROTECTION INSURANCE:

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

Should you be disabled, you will receive 66 2/3% of your monthly "salary" commencing on the ~~91<sup>st</sup>~~ **101<sup>st</sup>** day of your disability or the end of any period for which you are receiving sick leave pay, if that is later than ~~90~~ **100** days.

**OPTION 1:**

- 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 a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
  2. The unit member has attained his/her fifty-fifth (55th) birthday;
  3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement.
  4. The unit member is receiving his/her regular retirement allowance from STRS;
  5. This benefit terminates on the date the unit member reaches his/her sixty-fifth (65th) birthday.
  6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60).
  7. Surviving spouse's benefit terminates on the date surviving spouse reaches age sixty-five (65).

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- B. For bargaining unit members who retire and have served the District for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District shall contribute a maximum of up to fifteen hundred dollars (\$1,500.00) per year toward the health insurance supplement to Medicare, or the cost of the health insurance supplement to Medicare, whichever is less, for the life of the employee and his/her spouse, as conditioned below. The maximum District contribution in effect on July 1, 1986, shall be increased annually by two percent (2%) effective September 1, 1987. The unit member shall be eligible to receive said District contributions toward the designated retiree health care supplement as mutually determined by the parties, conditioned upon the following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
  2. The retired individual shall have attained his/her sixty-fifth (65th) birthday;
  3. The unit member is receiving his/her regular retirement allowance from STRS.
  4. Coverage will continue for life of member or surviving spouse;
  5. Spousal coverage is limited to legal spouse on date of retirement;
  6. Contribution toward surviving spouse's supplement shall terminate should spouse re-marry.
- C. If a retiree or covered spouse drops the plan for any reason, he/she is not eligible for re-enrollment.
- ~~D. Retirees or surviving covered spouse are required to pay their portion of the health benefit premium quarterly prior to December 20, March 20, June 20, and September 20.~~

**OPTION 2:**

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

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1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
  2. The unit member has attained his/her fifty-fifth (55th) birthday;
  3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement
  4. The unit member is receiving his/her regular retirement allowance for STRS
  5. This benefit terminates on the date the unit member reaches his/her sixty-fifth (65th) birthday;
  6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60);
  7. Surviving spouse's benefit terminates on the date surviving spouse reaches age sixty-five (65).
- B. Unit members who election OPTION 2 which provides an enhanced pre-age sixty-five (65) contribution toward health coverage, are not eligible for a District contribution toward the health insurance supplement to Medicare. (Option 1B)
- C. If a retiree or covered spouse drops the plan for any reason, he/she is not eligible for re-enrollment.
- ~~D. Retirees or surviving covered spouse are required to pay their portion of the health benefit premium quarterly prior to December 20, March 20, June 20, and September 20.~~

## **ARTICLE XVII** **COMPENSATION**

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

- IV. Compensation for members of the full-time faculty bargaining unit shall include but not be limited to:**
- A. Salary
  - B. Step and column
  - C. Salary-fringe impact
  - D. Health and welfare benefits

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**E. Additional costs as related to the  
implementation of the Agreement.**

**Once the District has sufficient information from the  
state with regard to its revenue for the 2006-2007  
school year, it will be able to complete its budget  
process and consider an alternative compensation  
proposal.**

**ARTICLE XIX  
INTELLECTUAL PROPERTY RIGHTS**

Article XIX, INTELLECTUAL PROPERTY RIGHTS, shall  
remain unchanged except for the following amendments:

**6.0 Responsibilities**

**6.1 Registration of copyright**

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

**6.2 Acquiring and paying for necessary rights from  
third parties**

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

**6.3 Dispute resolution**

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

**ADDITIONAL PROPOSALS/NEW SUBJECTS OF  
NEGOTIATION**

**The current collective bargaining agreement between the**

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**State Center Community College District and the State Center Federation of Teachers in Article V, WAIVER OF BARGAINING, provides that initial proposals for a successor contract should be offered between January 1, 2006 and June 30, 2006. As such, the parties have retained the right and opportunity to provide initial bargaining proposals on current subjects or new subjects of bargaining at any time prior to June 30, 2006 as set forth in their bilateral agreement. The right of either party to propound additional initial proposals and/or new subjects of bargaining is not only the subject of a binding contract provision between the parties, but also allowed under the Educational Employment Relations Act, Government Code section 3540 et seq.**

**Representatives from the State Center Community College District therefore do formally reserve the right under Article V to propose additional issues and subjects, both economic and/or non-economic, as the District becomes better aware of the changing conditions which are being experienced. Moreover, the District's budget for the 2006-2007 school year has not been adopted and the District is unaware as to the actual revenue it will receive for the forthcoming school year. To that extent, and in the event the District exercises its rights under Article V of the collective bargaining agreement, the provisions of the Government Code section 3540 et seq. will be adhered to, including the public notice provisions contained within Section 3547, in the event the District propounds additional proposals that are new subjects of bargaining at any time during the negotiations between the parties.**

Recommendation:

Mr. Rowe stated that at this time it is necessary for the Board of Trustees to convene a public hearing for the purpose of receiving public comment. Following the open comment period, no Board action is necessary.

Public Hearing

Mr. Thonesen opened the public hearing at 6:05 p.m. There being no comment from the public, the hearing was closed at 6:06 p.m.

Disclosure of  
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Mr. Rowe noted that Government Code 3547.5 (a) states:

Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school

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employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Terms of the tentative agreement have been posted with this agenda. The Disclosure of Collective Bargaining Agreement has been posted since March 27, 2006, as required by law.

### **ARTICLE I** **TERM OF AGREEMENT**

ARTICLE I, TERM OF AGREEMENT, shall remain unchanged except for the following amendment.

This Agreement between the State Center Community College District (District) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (Federation) covering part-time faculty members (hereinafter also referred to as part-time academic employees, unit members) is effective July 1, ~~2002~~ **2005** or on the date the Agreement is ratified and approved by both parties, whichever is later, and will remain in full force and effect through ~~June 30, 2005~~ **June 30, 2008.** (TA 8/9/05)

### **ARTICLE V** **WAIVER OF BARGAINING**

ARTICLE V, WAIVER OF BARGAINING, shall remain unchanged except for the following amendments.

#### Section 1. WAIVER:

- A. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements between the parties, both oral and written. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. **This Agreement shall constitute the full and complete commitments of both parties.** (TA 10-05-05)

**The Federation and the District mutually agree that for the life of this Agreement neither party shall be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation**

Disclosure of  
Collective Bargaining  
Agreement, SCFT Part-  
Time Bargaining Unit,  
and Public Hearing  
[06-14] (continued)  
No Action

**of either or both of the parties at the time they negotiated and signed this Agreement, unless there is mutual agreement by both parties to reopen negotiations on those specific matters, except as otherwise specified in this Agreement. (TA 10-05-05)**

Section 2.

~~The District and Federation agree that except as expressly set forth herein, this contract shall not be subject to reopening on any item for the duration of the Agreement unless mutually agreed to by the parties.~~ Neither party is obligated to agree to reopen this contract except as stated herein, and any agreement to reopen this contract must be signed in writing by both parties. The contract will run through June 30, 2005 **2008**. The Federation's initial proposals for the 2005-2006 **2008-2009** school years will be presented to the Board of Trustees no earlier than March 1, 2008 ~~January 1~~. (TA 10-05-05)

Section 3. Reopener Negotiations.

**The parties agree to reopener negotiations of Article XV – Compensation for 2006-2007 and 2007-2008, providing the Federation submits its initial proposal no earlier than March 1 in the semester proceeding each school year. (TA 10-05-05)**

**ARTICLE IX  
FEDERATION RIGHTS**

ARTICLE IX, FEDERATION RIGHTS, shall remain unchanged except for the following amendments.

Section 4. MAILBOX USAGE:

Duly authorized communications may be placed by the Federation in the mailboxes of unit members. Such communications must be dated and bear Federation identification as the distributor. **The Federation agrees to use the district's mail service in compliance with CA. Ed. Code section 7054. (TA 10-05-05)**

Section 7. FACILITIES USAGE:

Upon advance request, and with approval, the Federation will be granted the use of facilities, depending upon availability of space **and conformity with the Civic Center Act (TA 10-05-05)**

Disclosure of  
Collective Bargaining  
Agreement, SCFT Part-  
Time Bargaining Unit,  
and Public Hearing  
[06-14] (continued)  
No Action

**ARTICLE XI**  
**HOURS, WORKLOAD, CLASS SIZE**

ARTICLE XI, HOURS, WORKLOAD, CLASS SIZE, shall remain unchanged except for the following amendments.

Section 9. DISTANCE EDUCATION

- A. **Definition: Distance Education is a method of instruction where the instructor and student are physically separate for most, if not all, of the instruction. Interaction is mediated by some form of technology, -e.g. audio, video, and computer – that allows for students and the instructor to engage in the educational process (TA 6/22/05)**

**ARTICLE XV**  
**COMPENSATION**

ARTICLE XV, COMPENSATION, shall remain unchanged except for the following amendment:

**2005-2006 Salary**

**The District shall provide for the 2005-2006 school year, a 5.23% salary increase effective and retroactive to July 1, 2005 applied to each cell of the salary schedule in effect during the 2004-2005 school year.**

**Part-Time Faculty “Parity” Stipend**

If the District receives additional “parity” monies for the **2005-2006** school year pursuant to the **2006** Budget Act appropriation stated specifically by the state legislature to make part-time faculty compensation more comparable to full-time faculty compensation for similar work the distribution of District revenue pursuant to the **2006** Budget Act shall be made to part-time/overload faculty on a one-time non-repetitive (off schedule) basis for the **2005-2006** school year. The distribution shall be based upon the number of part-time/overload Lecture Hour Equivalents (LHE’s) in Fall semester **2005** and Spring semester **2006** in a manner consistent with an agreed upon Memorandum of Understanding entered into by the parties regarding this subject for the **2003-2004** school year. Under no circumstances shall the District be required to provide more money to part-time and overload faculty in excess of the District’s allocation actually received. (TA 10-05-05)

Disclosure of  
Collective Bargaining  
Agreement, SCFT Part-  
Time Bargaining Unit,  
and Public Hearing  
[06-14] (continued)  
No Action

Mr. Rowe stated that at this time it is necessary for the Board of Trustees to open the meeting for input from the public relative to the settlement. Following the opportunity for public input, no action by the Board is necessary as the proposal will be considered in closed session. Also included is the disclosure of the collective bargaining agreement. The estimated cost for the 5.23% salary increase to Schedule C for 2005-06 is \$750,000. The estimated cost for the parity pay stipends is \$1,105,980 to be paid from one-time funds from the state.

Public Hearing

Mr. Thonesen opened the public hearing at 6:06 p.m. There being no comment from the public, the hearing was closed at 6:07 p.m.  
(Ms. Barreras returned to the meeting room at 6:08 p.m.)

California Community  
College Trustees 2006  
Ballot for Board of  
Directors  
[06-15]  
Action

A motion was made by Ms. Smith and seconded by Mr. Forhan that the Board of Trustees authorize the Board Secretary to cast its ballot for one candidate, Ms. Isabel Barreras, for the 2006 election of the Board of Directors of the California Community College Trustees. The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration to  
Approve Amendments  
to the District's  
Measure E Bond  
Implementation Plan  
[06-16]  
Action

A motion was made by Mr. Feaver and seconded by Ms. Smith that the Board of Trustees approve the proposed amendments to the District's Measure E Bond Implementation Plan as follows:

- in lieu of placing additional funds into the modernization and expansion of the existing Career & Technology Center (CTC) located at 2930 East Annadale Avenue, relocate CTC to the proposed 120-acre education center in southeast Fresno and use the funds for the development of this site; and
- in lieu of replacing the Bookstore at Reedley College, use the funds for the modernization of existing facilities, including the bookstore. The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration of Bids,  
HVAC Installation,  
Fresno City College  
Gymnasium  
[06-17]  
Action

A motion was made by Ms. Barreras and seconded by Ms. Smith that the Board of Trustees award Bid #0506-17 in the amount of \$239,045.00 to New England Sheet Metal Works, the lowest responsible bidder for the HVAC Installation at the Fresno City College Gymnasium, and authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign an agreement on behalf of the District. The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration of Bids,  
Fire Alarm Project,  
Fresno City College  
[06-18]

A motion was made by Ms. Smith and seconded by Ms. Barreras that the Board of Trustees award Bid #0506-22 in the amount of \$165,000.00 to Tim R. Trull Electric, Inc., the lowest responsible bidder for the Fire Alarm Project at Fresno City College, and authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign an agreement on behalf of the District.

Action

The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration to  
Approve 2006-07  
Decision Package  
Recommendations  
[06-19]

Mr. Forhan asked that information be provided about the outcome of the decision package projects from 2005-06. Mr. Brinkley stated that he would provide the information. Ms. Bejarano noted that only \$15,000 was proposed in the decision packages for international education. Dr. Crow explained that those funds were for faculty staff development expenses incurred by the District Office's international program. Ms. Bejarano expressed that the international program at Fresno City College provides many exciting multicultural events, and that knowing where the funding sources are would facilitate bringing more global cultural awareness activities to the campus. Ms. Smith asked that Ms. Bejarano's statement be heard because of the good things the international program does for multiculturalism on the campuses. Ms. Smith said it should be made clear where they have to go to get the funds to do what they need to do.

Action

A motion was made by Mr. Feaver and seconded by Ms. Barreras that the Board of Trustees approve the 2006-07 Decision Package recommendations as presented. The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Consideration to  
Approve Agreement for  
Purchase of HP Servers  
and Peripherals, District  
Office  
[06-20]

A motion was made by Mr. Smith and seconded by Mr. Feaver that the Board of Trustees approve participation in the Western States Contracting Alliance Master Agreement #A63309 for the purchase of Hewlett Packard computers, storage products, mission-critical servers and product support services, and authorize orders to be issued against this agreement. The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Action

Mr. Smith said that he would like to know how effective Datatel is, and how well it is functioning.

## Board Reports

Ms. Zyanya Bejarano, Fresno City College Student Trustee, reported the following:

- Asian American Celebration was a success because of the hard work of the Hmong student club, Asian American Club, College Activities, and the Asian American faculty and staff.
- FCC hosted Tanya Brown for Women's History Month. She spoke on domestic violence and abusive relationships.
- FCC's Showcase included opportunities for over 3000 high school students to visit the campus and participate in activities like the Career Skills Challenge and the City Jazz Festival.
- Cesar Chavez Day was celebrated with a photo exhibit by photographer George Ballis. The exhibit will be displayed until May 19 in the student lounge.
- The Associated Student Government is sponsoring their first International Week. The festival is planned for May 2, starting with a flag march representing 120 countries. The program includes dance performances from difference cultures.

Mr. Smith reported that the Board Retreat on March 10 and 11 was a stimulating and informative retreat.

Mr. Forhan asked that a census report be provided at the end of the semester. He is interested in knowing the number of students who drop out.

Ms. Smith spoke about the following items:

- Asked for administration to provide information on how it is decided what book prices will be. She noted a concern for EOP&S students' ability to purchase books.
- Asked that a counselor be provided when classes are offered on weekends.
- Asked if the CTC mechanics/auto repair program was still operating, noting that there is a continuing need for this program in the community because auto repairs cannot be outsourced.
- Appealed to the Board members to practice ethics toward each other.

Ms. Barreras reported that she attended the Reedley College EOP&S advisory committee meeting on March 24. She expressed her concern for this program because the enrollment is capped and that additional funds are needed to meet students' needs. Ms. Barreras commended the Puente mentoring project and said she was pleased to see people in the community helping our students.

Board Reports  
(continued)

Mr. Thonesen said that he attended FFA Field Day at Reedley College. He said he heard comments from students that they could not get this type of education anywhere else.

Mr. Forhan and Ms. Smith will serve on the interview committee for the OAB construction management firm.

Old Business

None.

Future Agenda Items

Mr. Forhan asked about opening up the budgeting process in establishing priorities for the COLA and equalization funding expected. He asked if there are programs in the District that are not adequately funded based on the needs in the community.

Ms. Smith asked for information on how the immigration issue is affecting our District as well as the students that we serve. She also asked for information about what the financial aid eligibility requirements are for these types of students.

Ms. Smith asked for a districtwide EOP&S report.

Delegations, Petitions,  
and Communications

There were no delegations, petitions, and communications.

Closed Session

Mr. Thonesen stated that the Board, in closed session, will  
a) consider the ratification of the tentative bargaining agreement with SCFT part-time bargaining unit Local 1533, CFT/AFT, CIO/AFL.

b) discuss Public Employee Discipline/Dismissal/release, pursuant to Government code Section 54957.

Mr. Thonesen declared a recess at 6:47 p.m.

Open Session

The Board moved into open session at 7:08 p.m.

Report of Closed  
Session

Mr. Thonesen reported that in closed session the Board gave direction to its chief labor negotiator regarding part-time faculty negotiations.

Ratification of State  
Center Federation of  
Teachers Part-time  
Bargaining Unit  
Contract

Mr. Smith moved and Ms. Barreras seconded the motion to ratify the Collective Bargaining Agreement with the State Center Federation of Teachers Part-Time Bargaining Unit on the terms presented in the proposal earlier in the evening. The term of the agreement is for three years, July 1, 2005, through June 30, 2008. The motion carried by the following vote:

Ayes	-	6
Noes	-	0
Absent	-	1

Adjournment

The meeting was adjourned at 7:10 p.m. by the unanimous consent of the Board.

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

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