

AGENDA
Regular Meeting
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
Fresno City College, Old Administration Building
Room 251, Community Hall, Second Floor
1101 E. University Avenue, Fresno, CA 93741
4:30 p.m., May 7, 2013

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. INTRODUCTION OF GUESTS
- IV. APPROVAL OF MINUTES, Meetings of March 22, 2013; March 23, 2013; and April 2, 2013
- V. REPORTS AND PRESENTATIONS
 - A. Special Recognition of the 2012-13 Student Trustees Isabel Barreras
 - B. Presidents' Reports Tony Cantu, FCC
Michael White, RC
Deborah Ikeda, NC
 - C. Chancellor's Report Deborah G. Blue
 - D. Academic Senate Report Mary Ann Valentino, FCC
 - E. Classified Senate Report Ernie Garcia, FCC
 - F. Entrepreneurship Program Update Tony Cantu
Marianne Dunklin
 - G. Going Global with the California Center for International Trade Development George Railey
Candy Hansen-Gage
Alicia Rios
- VI. REPORTS OF BOARD MEMBERS
- VII. FUTURE AGENDA ITEMS

Board Agenda
May 7, 2013 (continued)

VIII. CONSIDERATION OF CONSENT AGENDA [13-20HR through 13-22HR]
[13-28G through 13-37G]

IX. GENERAL

- A. Consideration to Adopt Resolution Affording Student Trustees the Privilege to Make and Second Motions [13-17] Isabel Barreras
- B. Consideration to Adopt Revision to Amended 2014 Spring Semester Instructional Calendar [13-18] George Railey
- C. Consideration to Officially Recognize Willow International Community College Center Academic Senate [13-19] Deborah Ikeda
- D. Consideration to Adopt Resolution to Authorize Temporary Interfund Transfers of Funds [13-20] Ed Eng
- E. Acknowledgement of Quarterly Financial Status Report, General Fund [13-21] Ed Eng
- F. Consideration of Bids, Boiler Replacements, Fresno City College [13-22] Brian Speece

X. HUMAN RESOURCES

- A. Disclosure of Collective Bargaining Agreement, State Center Federation of Teachers Full-time Bargaining Unit, Local 1533 SCFT/AFT, AFL-CIO, and Public Hearing [13-23] Diane Clerou
- B. Disclosure of Collective Bargaining Agreement, State Center Federation of Teachers Part-time Bargaining Unit, Local 1533 SCFT/AFT, AFL-CIO, and Public Hearing [13-24] Diane Clerou
- C. Consideration to Adopt Resolution Regarding Classified School Employees Week in the State Center Community College District [13-25] Diane Clerou
- D. First Reading of District Equal Employment Opportunity Model Plan [13-26] Diane Clerou

Board Agenda
May 7, 2013 (continued)

- E. Consideration to Approve Chancellor's Recommendation Regarding Awarding of Sabbatical Leaves for 2013-14 [13-27] Diane Clerou
 - F. Public Hearing on Fact Finding Chairperson's Advisory Recommendations for Resolution of Negotiations Impasse Between State Center Community College District and California School Employees' Association, Chapter No. 379 [13-28] Diane Clerou
- XI. DELEGATIONS, PETITIONS AND COMMUNICATIONS [see footnote]
- XII. CLOSED SESSION
- A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Pursuant to Government Code Section 54957
 - B. CONFERENCE WITH LABOR NEGOTIATOR [SCFT Full-Time Bargaining Unit; SCFT Part-Time Bargaining Unit, California School Employees Association Bargaining Unit, and SCCCDC Peace Officers Association]; Diane Clerou, Pursuant to Government Code Section 54957.6
 - C. PUBLIC EMPLOYMENT, Pursuant to Government Code Section 54957
 - 1. Dean of Instruction, Willow International Community College Center
 - 2. Associate Vice Chancellor of Human Resources
- XIII. OPEN SESSION
- A. Consideration to Adopt Collective Bargaining Agreement, State Center Federation of Teachers Full-time Bargaining Unit, Local 1533 SCFT/AFT, AFL-CIO [13-29] Diane Clerou
 - B. Consideration to Adopt Collective Bargaining Agreement, State Center Federation of Teachers Part-time Bargaining Unit, Local 1533 SCFT/AFT, AFL-CIO [13-30] Diane Clerou
 - C. Consideration to Appoint Dean of Instruction, Willow International Community College Center [13-31] Diane Clerou
 - D. Consideration to Appoint Associate Vice Chancellor of Human Resources [13-32] Ed Eng

Board Agenda
May 7, 2013 (continued)

- E. Consideration of Fact Finding Panel Chairperson's [13-33] Diane Clerou
Advisory Recommendations for Resolution of
Negotiations Impasse Between State Center
Community College District and California School
Employees' Association, Chapter No. 379

XIV. ADJOURNMENT

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

The board chairperson, under Board Policy 2350, has set a limit of three minutes each for those who wish to address the Board of Trustees. 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 going into closed session. Individuals wishing to address the Board should fill out a request form and file it with interim Associate Vice Chancellor of Human Resources Diane Clerou at the beginning of the meeting.

CONSENT AGENDA
BOARD OF TRUSTEES MEETING
May 7, 2013

HUMAN RESOURCES

1. Employment, Retirement, Academic Personnel [13-20HR]
2. Employment, Promotion, Retirement, Classified Personnel [13-21HR]
3. Consideration to Approve Resolution Allowing Exception to the 180-day Wait Period for CalPERS [13-22HR]

GENERAL

4. Review of District Warrants and Checks [13-28G]
5. Consideration to Approve Quarterly Budget Transfers and Adjustments Report [13-29G]
6. Financial Analysis of Enterprise and Special Revenue Operations [13-30G]
7. Consideration to Authorize Agreement with SixTen and Associates for Mandate Reimbursement Claim Preparation Services [13-31G]
8. Consideration to Adopt Resolution Authorizing Notice of Intent to Establish 2013-14 Appropriations Limit (Gann) [13-32G]
9. Consideration of Bids, Re-roofing of Two Portable Buildings, Madera Center [13-33G]
10. Consideration of Bids, Data Cable Replacement at AC1 Computer Lab, Willow International Community College Center [13-34G]
11. Consideration of Bids, Energy Management System Upgrades, Fresno City College [13-35G]
12. Consideration to Approve Study Abroad Program, Italy, Summer 2014 [13-36G]
13. Consideration to Approve Study Abroad Program, London, Summer 2014 [13-37G]

(Unapproved) MINUTES OF MEETING OF
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
March 22, 2013

Call to Order A retreat meeting of the Board of Trustees of the State Center Community College District was called to order by President Isabel Barreras at 1:05 p.m., March 22, 2013, in Room 305 at District Office North, 390 W. Fir, Clovis, CA

Trustees Present Isabel Barreras, President
Richard Caglia, Vice President
Ronald H. Nishinaka, Secretary
Patrick E. Patterson
John Leal
Eric Payne (1:35 p.m.)

Absent: Dorothy Smith

Also present were:
Deborah G. Blue, Chancellor, SCCC
Diane Clerou, SCCC
Tony Cantu, FCC
Deborah Ikeda, NC
Greg Taylor, SCCC
Brian Speece, SCCC
Michael White, RC
George Railey, SCCC
Ed Eng, SCCC
Nina Acosta, SCCC
Gurdeep He'Bert, SCCC
Teresa Patterson, SCCC

Delegations, Petitions,
and Communications None

The Board of Trustees discussed the following items. No action was taken.

- Board Policy Review of BPs 3560 and 2750
- Budget Study Session, Part 2

BP 3560 – Mr. Patterson requested that the Board review and approve changes to this policy. He is concerned about the liability issues. Revisions to the AR will be forwarded to the

trustees for review prior to consideration by Chancellor's Cabinet.

BP 2750 – The Board discussed the guidelines for naming opportunities.

The Board reviewed the new instructional and student services regulatory requirements to be addressed in the 2013-2014 fiscal year; campus strategies to enhance student access; a detailed overview of the fiscal resources and obligations of the district; recommended fiscal policy and procedure modifications to address the district's obligations and campus/district priorities in the 2013-2014 fiscal year.

Ed Eng reviewed the work and progress of the District Resource Allocation Model Taskforce.

Diane Clerou reviewed the sabbatical leave process.

Adjournment

The meeting was adjourned at 5:25 p.m. by the unanimous consent of the Board.

Secretary, Board of Trustees
State Center Community College District

na

(Unapproved) MINUTES OF MEETING OF
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
March 23, 2013

Call to Order A retreat meeting of the Board of Trustees of the State Center Community College District was called to order by President Isabel Barreras at 8:30 a.m., March 23, 2013, in Room 305 at District Office North, 390 W. Fir, Clovis, CA

Trustees Present Isabel Barreras, President
Richard Caglia, Vice President
Ronald H. Nishinaka, Secretary
Patrick E. Patterson (left at 1:30 p.m.)
Dorothy Smith (left at 3:00 p.m.)
John Leal
Eric Payne (left at 1:30 p.m.)

Also present were:
Deborah G. Blue, Chancellor, SCCC
Diane Clerou, SCCC
Tony Cantu, FCC
Deborah Ikeda, NC
Greg Taylor, SCCC
Brian Speece, SCCC
Michael White, RC
George Railey, SCCC
Ed Eng, SCCC
Nina Acosta, SCCC
Gurdeep He'Bert, SCCC
Teresa Patterson, SCCC
Jeff Burdick, WI
Nick Hernandez, SCCC
Leslie Rata, WI
Mary Ann Valentino, FCC
Mike Wilson, FCC
Lacy Barnes, SCFT
Jeff Ragan, RC
Liz Murphy, CampusWork Inc.
Scott Lay, CCLC
Michelle Pilati, CCLC

Delegations, Petitions,
and Communications None

The Board of Trustees discussed the following items. No action was taken.

- Scott Lay and Michelle Pilati led a discussion regarding participatory governance. Mr. Lay reviewed Assembly Bill 1725, which made several changes governing California community colleges. He stated the intent of the reform was to enhance the community colleges' image; increase support for more funding; move from K-12 to higher education; develop a more unified system; and institutional renewal. Michelle Pilati reviewed the policies for academic senates. All participants of the retreat agreed that this was an important session, and the district should continue scheduling this type of event on a continuing basis. This is the first time district leadership has been brought together for discussion about participatory governance and related issues.
- Liz Murphy led a discussion regarding technology visioning. The discussion focused on the student experience. The retreat participants took part in a team exercise. They were asked to identify what gets in the way of student success before and after enrollment and describe the experience the district should consistently deliver to its students.

Adjournment

The meeting was adjourned at 3:30 p.m. by the unanimous consent of the Board.

Secretary, Board of Trustees
State Center Community College District

na

(Unapproved) MINUTES OF MEETING OF
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
April 2, 2013

Call to Order A regular meeting of the Board of Trustees of the State Center Community College District was called to order by President Isabel Barreras at 4:35 p.m. on April 2, 2013, in Room 11 at the Oakhurst Center, 40241 Highway 41, Oakhurst, California.

Trustees Present Isabel Barreras, President
Richard Caglia, Vice President
Ron Nishinaka, Secretary
John Leal
Patrick E. Patterson
Eric Payne
Dorothy Smith
Viviana Acevedo, RC Student Trustee

 Absent: Michael Wilson, FCC Student Trustee

Introduction of Also present were:
Guests

 Deborah G. Blue, Chancellor, SCCCCD
Ed Eng, Vice Chancellor of Finance and Administration, SCCCCD
George Railey, Vice Chancellor of Ed. Services and Institutional Effectiveness, SCCCCD
Tony Cantu, President, Fresno City College
Michael White, Interim President, Reedley College
Deborah Ikeda, Campus President, Willow International Community College Center
Diane Clerou, Interim Assoc. Vice Chancellor of Human Resources, SCCCCD
Nina Acosta, Executive Secretary to the Chancellor

 Among the others present, the following signed the guest list:

 Teresa Patterson, SCCCCD
Gurdeep He'Bert, SCCCCF
Gregory Taylor, SCCCCD
Brian Speece, SCCCCD
John Fitzner, RC
Claudia Habib, FCC
Jeff Burdick, WI

Introduction of
Guests (continued)

Sandra Fuentes, RC
Randall Vogt, SCCCD
Juan Tirado, RC
Vikki Piper, OC
Mikaelle Trayer, OC
Ed Estes, OC
Peter Cavanaugh, OC
Judi Steele, RC
Jeff Ragan, RC
Jan Dekker, RC
Gary Sakaguichi, RC
Jim Chin, MC
Cheryl Sullivan, FCC
Christopher Guillen, MC
Steven Owensby, MC
Lacy Barnes, SCFT AFT 1533
Scott Hill, Oakhurst Democratic Club
Eleanor Schermerhorn, Oakhurst Democratic Club
Monica Cuevas, MC
Cris M. Bremer, FCC
Lucy Ruiz, RC

Approval of Minutes

President Barreras announced a correction to page seven of the March 5, 2013, minutes. The minutes of the meetings of February 26, 2013, and March 5, 2013, were presented for approval.

A motion was made by Mr. Nishinaka and seconded by Ms. Smith to approve the minutes of the meetings of February 26, 2013, as submitted, and March 5, 2013, as corrected. The motion passed without dissent.

Delegations,
Petitions, and
Communications

President Barreras introduced the following people from the Oakhurst Democratic Club:

- Secretary/Treasurer Scott Hill
- Board member and *Sierra Star* columnist Peter Cavanaugh
- Program coordinator Ellie Schermerhorn
- Club member Ed Eskes

Mr. Christopher Guillen, student body president for the Madera/Oakhurst centers of Reedley College addressed the Board about his concerns with the lack of summer session class offerings available to the students of Madera and Oakhurst. He stated many of these students are at an economic disadvantage and are not able to access online courses and are unable to commute to other campuses,

Delegations,
Petitions, and
Communications
(continued)

due to lack of transportation and cost of fuel. He asked the Board and administration to work together to find a way to equitably split resources amongst the three campuses. Mr. Guillen presented a petition with over 240 student signatures from Madera/Oakhurst requesting an increase in the number of summer classes offered for 2013.

Presidents' Reports

Mr. White reported on topics of interest from Reedley College and the Oakhurst and Madera centers. Copies of the report were provided for the Board and interested attendees, and contained the following highlights:

- The Madera Center will host its annual open house “Spring Extravaganza” on April 4. Visiting high school students are able to tour the campus, learn about Madera Center programs and meet Madera community business members.
- On April 18 at 7 p.m. in the Gym, the Reedley College Speaker Series presents inaugural poet Richard Blanco. Prior to his selection as poet for President Obama’s second inauguration, his poems have appeared in top literary journals, including *The Nation*, *the New Republic*, *Ploughshares*, *Michigan Quarterly Review*, *TriQuarterly Review*, and several anthologies.
- Congratulations to Reedley College’s Juan Tirado who was selected as the Classified Professional of the Year at the 13th Annual Mega Conference on March 26. Juan demonstrates the highest quality of customer service as an accounting clerk III in the business office. Juan currently serves as Classified Senate president. He helped organize the recently created Latino Faculty and Staff Association on the RC campus and serves as the president.
- RC student Jorge A. Gutierrez was the winner of the Latino Faculty and Staff Association (LFSA) poem contest. Students were asked to write about how Cesar Chavez’s legacy has inspired them. Jorge’s poem was entitled “Harvesting the Sky.”

Ms. Ikeda reported on topics of interest from the Willow International Community College Center. Copies of the report were provided for the Board and interested attendees, and contained the following highlights:

- Willow International Center Health Services hosted a mental health fair event, ALIVE, on March 14. ALIVE is a traveling mental health fair created to provide an interesting educational program aimed at college students to help them learn how to prevent suicide. The event had almost 500 students attending one or more of the components of the fair.

Presidents' Reports
(continued)

- On March 16 and 27, the San Joaquin Valley American Chemical Society (SJV-ACS) and Willow International Center hosted the first local Chemistry Olympiad competition. The event was planned through SJV-ACS by event coordinator Melissa Goodlad, Chemistry teacher at Clovis North High School, and SJV-ACS local Chair and Willow International Chemistry instructor Shawn Fleming. There were 70 students from Clovis North High School and 5 students from Edison High School that participated. The top two scores from each school are invited to participate in the National Chemistry Olympiad on April 13 at Clovis North High School.
- Willow International Center is preparing for a strategic planning charrette. The event will be held on April 11. There will be a social outside the Willow library prior to the start of the meeting. The meeting will be held in the library. The public, businesses, and school administrators are being invited to attend.
- The 9th Annual Oxford-style Debate was held on March 21. The debate was presented by the Willow Honors Program and Willow's English instructor Cynthia Elliott. The topic was "Affordable Health Care Act – Moral Imperative or Bankruptcy."

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

- "Choices & Consequences" was the theme and message for the inaugural teen summit that was held on March 23 in the OAB. The program targeted high school students and included information booths, panel discussions, a barbecue lunch and various workshops on self-esteem, making life choices and attending college. The event was sponsored by Fresno Street Saints, the Mayor's gang prevention initiative, and the West Fresno Faith Based Organization. Over 200 students were in attendance.
- Psychological Services Coordinator Dr. Brian Olowude is coordinating the "Welcome Home: Veterans on Campus" training in partnership with Reedley College. The student mental health program is designed to bring better awareness of challenges facing our veteran students. The free session will be held at District Office North on April 5.
- The annual FCC retirement luncheon will be held in the OAB east courtyard on April 18. The event will honor 19 FCC and SCCC employees.
- Opening ceremonies for Asian American Month will be held on April 3 at noon in the OAB Auditorium. The event will kick off a month-long celebration that includes panel discussions, martial

Presidents' Reports
(continued)

arts demonstrations, dance and sporting events. The month concludes with AsianFest on April 27.

Chancellor's Report

Dr. Blue reported the following:

- The board retreat was held at District Office North on March 22-23. On March 23 the retreat began with a very informative presentation on AB 1725 – Participatory Governance by Scott Lay, CEO of the Community College League of California, and Michelle Pilati, president of the Academic Senate for California Community Colleges. The session brought together leadership from all the constituent groups for a presentation on participatory governance. Unfortunately, student leaders were not able to attend, most likely because of the timing of spring break. Both Mr. Lay and Ms. Pilati were very complimentary of the district and how people were able to come together around one table to discuss this very important topic. The second session was a technology visioning exercise led by Elizabeth Murphy, CEO of CampusWorks. The data collected during the exercise will be summarized by campus works and brought back to the district for further vetting on the campuses in April and a summary report to the Board in May.
- The 13th Annual Classified Professionals' Mega Conference was held on March 26 at Pardini's. Under the leadership of Dr. Janice Emerzian, district director of classified professionals staff development, co-chairs Ernie Garcia and Janice Wong, along with the Classified Professionals Steering Committee, the program was outstanding. The riveting morning keynote by Dr. Claudia Habib, interim dean of instruction at Reedley College, was very inspiring. The luncheon keynote speaker was Dean Eller, president and CEO of the Central Valley Blood Center who also captivated the audience with his daughter's life story, which led him to his passion and commitment to leading and building the blood center as a successful resource to our community. The event also included specialized breakout sessions featuring topics such as business writing, dealing with active shooters and a very interesting session on pranic healing by Juan Tirado.
- On March 27, State Center Community College District's purchasing department participated in the Fresno Metro Black Chamber of Commerce's Central Valley Business Diversity Expo. Over 100 small, minority, and woman-owned businesses participated in the all-day event. Randy Vogt, purchasing director for SCCCCD and his team were on hand to provide important information about how businesses can do business with the district. Participation in the expo is part of the district's ongoing efforts to create a welcoming environment for all, to demystify the

Chancellor's Report
(continued)

contracting process for small business owners, and to promote the access of underrepresented groups to the district's procurement and contracting processes.

- Dr. Blue reported that she has been appointed to the state Chancellor's Office Economic and Workforce Development Program Advisory Committee EDPAC. She will be the CEO representative for the Central Valley/Mother Lode region. EDPAC fulfills the statutory requirements of SB1402 for an advisory body and will help advance the work of the statewide economic and workforce development agenda. EDPAC will be working closely with the Workforce and Economic Development Performance Advisory Committee (WEDPAC) under the "doing what matters for jobs and economy" framework. This is a wonderful opportunity for our district to have a seat at a very important statewide table.

Academic Senate
Report

Jay Leech, Madera/Oakhurst Faculty Association President, reported on activities of the association, including the following:

- The faculty council positions have been filled and are as follows: Jay Leech, president; Harold Seymour, past president; Greg Ramirez, president elect, and Kristin Mattox, secretary. Additional representatives include Bill Kastanes, Sheryl Young-Manning, and Tamara Epperson. The association meets the second Monday of each month. He also thanked Derek Dormedy and Brad Millar, division representatives, for their communication with administration and faculty.
- Staff development, student success and basic skills, health and safety, enrollment management and facilities sub-committees have been written into the Reedley College committee operating agreements.
- The association is continuing to work on filling vacancies on districtwide committees.
- Madera/Oakhurst faculty participated in Colleagues in Conversation, the Madera strategic planning charrette, and strategic conversation workshop in Reedley. He thanked the Board, Dr. Blue and administration for organizing the events.

Classified Senate
Report

Nate Saari, Reedley College Classified Senate Vice President, reported the following:

- The Classified Senate is busy planning the annual elections for 2013-14 officers and senators. Officer nominations close Friday April 5th, 2013.
- The senate is updating their constitution and bylaws in an effort to align ourselves with the progressive district and college changes.

Classified Senate
Report (continued)

- The senate is looking to re-establish connection to our state Association the California Community Colleges Classified Senate (4CS) by attending our annual Classified Leadership Institute in June of this year. Mr. Saari reported he received the Jim Wilson Scholarship presented by the California Community Colleges Classified Senate (4CS) and the Community College League of California (CCLC). They offer four scholarships to attend the annual Classified Leadership Institute in Sacramento, CA. Participation in this organization will provide ways of promoting classified involvement in shared governance and leadership, diplomacy, and methods for effective leveraging of resources. The Classified Senate leadership will also be able to continually review the accreditation and implementation of the student success task force recommendations.
- The senate will be offering two scholarships for our classified employees that we will be giving in the fall 2013 semester. The deadline to apply for our scholarships is April 5, 2013.
- 300 employees participated in 11 workshops during the 2013 Classified Mega Conference. The morning keynote speaker was Dr. Claudia Habib, Reedley College interim dean of instruction and Dean Eller, president and CEO of Central California Blood Center was the lunchtime keynote speaker. Board members Dottie Smith, Isabel Barreras, John Leal and Ron Nishinaka also attended. Special recognition was given to Board of Trustee emeriti Ron Feaver and Willie Smith. Juan Tirado was recognized as the Classified Professional of the Year.

Oakhurst Update

- Oakhurst Center Coordinator Vikki Piper thanked everyone for making the trip to Oakhurst. She thanked the Reedley College Presidents Cabinet for attending the meeting. Ms. Piper introduced the new Oakhurst logo. Ms. Piper stated the Oakhurst Center has benefited by the transition from the North Centers to the re-alignment with Reedley College, and student services has been expanded. DSPS, CalWorks and financial aid make regular visits to the Oakhurst Center. In addition, beginning in the fall of 2012, Oakhurst was provided with an online service for book purchases. The books are delivered prior to the beginning of the semester.
- Ms. Piper presented an update on several activities that have occurred over the past year at the Oakhurst Center.
- Ms. Piper introduced Mikaelle Trayer. She is a student at the Oakhurst Center. She is pursuing a degree in dental hygiene. She carries 12 units while working 19 hours in the federal work study

Oakhurst Update
(continued)

program. Ms. Trayer shared her struggles growing up in Alaska with drug addicted parents. She moved to Coarsegold to live with her grandmother. As a single mother, she enrolled in the Oakhurst Center and, with the assistance of staff, she got a job in the federal work study program and a scholarship. She is determined to be the first person in her family to receive a college degree. She plans to return to Alaska and team up with a dentist to travel to remote areas of Alaska to provide dental procedures and educate people about the importance of dental hygiene. She said she would not have been able to achieve her goals without the assistance of the staff at the Oakhurst Center.

Trustee Barreras thank Ms. Trayer and said she is an inspiration to all. She is a reminder of the importance of continuing to bring programs to all of the students of State Center Community College District.

Willow International
Community College
Center Accreditation
Update

Campus President Deborah Ikeda announced that Willow International Community College Center met all requirements of candidacy. ACCJC was very helpful in this process. Ms. Ikeda and Dr. Blue will be speaking with Barbara Beno at ACCJC to get a timeline for the upcoming visit. Willow International Community College Center has formed committees and is starting the self-evaluation process. They are waiting for the state Chancellors Office's update on the needs study check list.

Consent Agenda
Action

President Barreras asked for a motion to approve the consent agenda.

Trustee Caglia requested to pull 13-19HR.

It was moved by Trustee Nishinaka and seconded by Trustee Patterson that the Board of Trustees approve consent agenda items 13-16HR through 13-18HR and 13-21G through 13-27G. The motion carried without dissent.

Trustee Caglia stated he thought the Board was going to consider the actual sabbatical recommendations prior to approving the funding.

Dr. Blue stated it was determined it would be best to come forward to ask the Board to first make a commitment to the number of sabbatical leaves because the presidents need to go back to the campuses and confirm the prioritized list and ensure those who made the proposals were able to move forward with them. This is the reason it was decided to bifurcate the process, which will also allow time for the Board to review the 7 sabbatical awards. Mr. Caglia stated he thought

Consent Agenda
Action (continued)

they were going to consider the funding and the awards during the same Board meeting. Dr. Blue said it would have postponed the entire process until May. By approving the number of sabbaticals first indicates to faculty the Board's commitment to award sabbatical leaves. The campuses can then move forward with implementation. Mr. Caglia asked what happens if the Board does not like the selections the campuses made. Dr. Blue said the Board can address that concern in May, however, she reminded the Board that this is a campus-driven process, where committees on the campus review and rate the applications and make a recommendation in priority order. Mr. Leal agreed with Mr. Caglia that the Board should be able to review the recommended sabbatical leaves. Mr. Patterson stated he agreed that the Board should approve the number and the actual sabbaticals at the same time. Dr. Blue said because sabbaticals have not been awarded in the past several years and the process is already far along, this is an opportunity to make a commitment that the Board is supporting seven. It is a good faith effort. Ideally, next year, the process should begin much sooner to consider the number and actual projects during the same meeting. Mr. Caglia stated he supports sabbaticals, the good faith effort, and allowing the campuses to make those decisions. He is concerned that some of the choices do not support assisting students getting a job. He is concerned about approving the number of sabbaticals without seeing the projects first. He wants to make sure the sabbaticals support students, such as getting jobs, assisting with skills, and giving back to the community. Mr. Nishinaka asked if the Board would be able to review all of the proposed sabbatical applications. Dr. Blue said the Board will be able to review the seven recommended by the campuses. She said it is not the Board's role to review all of the applications. Mr. Patterson stated he disagreed. He said there have been issues with some awards in the past where the faculty did not fulfill their obligation. However, he said the process has improved.

It was moved by Trustee Smith and seconded by Trustee Caglia that the Board of Trustees approve consent agenda item 13-19HR. The motion carried without dissent.

Employment, Change
of Status, Retirement,
Academic Personnel
[13-16HR]
Action

Approve academic personnel recommendations, items A through C, as presented

Employment,
Promotion, Leave of
Absence, Classified
Personnel
[13-17HR]
Action

Approve classified personnel recommendations, items A through F, as presented

Consideration to
Approve Extension of
Limited Term
Director of Human
Resources for Six
Month Maximum
[13-18HR]
Action

Approve the extension of the limited term Director of Human Resources for up to a maximum of six months

Consideration to
Approve the Number
of 2013-14 Sabbatical
Leaves
[13-19HR]
Action

Grant seven sabbatical leaves to be apportioned between the colleges for the 2013-14 academic year

Review of District
Warrants and Checks
[13-21G]
Action

Review and sign the warrants register for the following accounts:

<u>Account:</u>	<u>Amount:</u>	<u>For the Period of:</u>
District	\$ 12,996,403.89	02/13/13 to 03/12/13
Fresno City College Bookstore	190,212.49	02/13/13 to 03/12/13
Reedley College Bookstore	133,052.43	02/13/13 to 03/12/13
Fresno City College Co- Curricular	89,526.07	02/13/13 to 03/11/13
Reedley College Co- Curricular	43,823.27	02/12/13 to 03/12/13
Total:	<u>\$ 13,453,018.15</u>	

Consideration to
Authorize Agreement
with the Fresno
Regional Workforce
Investment Board for
Direct Training
Programs, Fresno City
College
[13-22G]
Action

- a) Authorize the district, on behalf of Fresno City College, to enter into an agreement with the Fresno Regional Workforce Investment Board to provide direct training programs to their clients for the period December 6, 2012, through October 4, 2013, with funding in the amount of \$348,500;
- b) Authorize renewal of the agreement with similar terms and conditions; and
- c) Authorize the chancellor or vice chancellor of finance and administration, to sign the agreement on behalf of the district

Consideration to
Authorize Agreement
with the California
Institute for Mental
Health for CASRA
Training Program,
Madera Center
[13-23G]
Action

- a) Authorize the district, on behalf of Reedley College's Madera Center, to enter into an agreement with the California Institute for Mental Health to provide the CASRA mental health training program for the period February 1, 2012, through August 31, 2015, with funding in the amount of \$333,500;
- b) Authorize renewal of the agreement with similar terms and conditions; and
- c) Authorize the chancellor or vice chancellor of finance and administration to sign the agreement on behalf of the district

Consideration to
Authorize Agreement
for Purchase of
Storage Area
Network and
Uninterruptible
Power Supply
Equipment, Fresno
City College
[13-24G]
Action

- a) Approve participation in County of Fresno contract #204-4850 for storage area network and uninterruptible power supply equipment;
- b) Approve participation in TCPN contract #5011 for storage area network and uninterruptible power supply equipment; and
- c) Authorize purchase orders to be issued against these cooperative agreements for the purchase of approved technology items as may be needed districtwide

Consideration to
Approve Sale of
Surplus Technology
Equipment,
Districtwide
[13-25G]
Action

Authorize disposal of district surplus technology equipment in accordance with applicable codes and policy

Consideration of Bids,
Manufacturing Lab 16
Electrical
Rehabilitation,
Reedley College
[13-26G]
Action

Award Bid #1213-05 in the amount of \$50,700.57 to Dynamic Electrical Contracting & Controls, Inc., the lowest responsible bidder for the Manufacturing Lab 16 electrical rehabilitation at Reedley College, and authorize the chancellor or vice chancellor of finance and administration to sign an agreement on behalf of the district

Consideration of Bids,
C-arm Medical
Imaging System,
Health Sciences
Division, Fresno City
College
[13-27G]
Action

Award Bid #1213-06 in the amount of \$109,958.69 to Advanced Radiographic Services, the lowest responsible bidder for the purchase of a C-arm medical imaging system for the Health Sciences Division at Fresno City College; and authorize a purchase order to be issued against this bid

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

Consideration to
Adopt Resolution
Honoring Dr. John D.
Welty
[13-11]
Action

Board President Isabel Barreras presented a resolution honoring Dr. John D. Welty.

A motion was made by Trustee Leal and seconded by Trustee Caglia that the Board of Trustees adopt Resolution No. 2013-04 honoring Dr. John D. Welty for his many accomplishments, exemplary service and outstanding leadership and congratulate him on his retirement as president of California State University, Fresno. The motion carried without dissent.

California Community
College Trustees
2013 Ballot for Board
of Directors
[13-12]
Action

President Barreras presented the candidates for the California Community College Trustees Board of Directors.

A motion was made by Trustee Smith and seconded by Trustee Nishinaka that the Board of Trustees authorize the board secretary to cast a ballot for up to seven individuals, as directed, from the list of candidates for the 2013 California Community College Trustees election for board of directors. The motion carried without dissent.

Consideration of Bids,
Paving Rehabilitation,
Reedley College

[13-13]

Action

Brian Speece presented information on the bids for paving rehabilitation at Reedley College.

A motion was made by Trustee Caglia and seconded by Trustee Leal that the Board of Trustees award Bid #1213-08 in the amount of \$319,750 to Avison Construction, Inc., the lowest responsible bidder for paving rehabilitation at Reedley College; and authorize the chancellor or vice chancellor of finance and administration to sign an agreement on behalf of the district. The motion carried without dissent.

Consideration of Bids,
OAB Parking and
Landscape

Improvements,
Fresno City College

[13-14]

Action

Brian Speece presented information on bids for the OAB parking and landscaping improvements.

A motion was made by Trustee Smith and seconded by Trustee Caglia that the Board of Trustees award Bid #1213-07 in the amount of \$832,000 to Marko Construction Group, Inc., the lowest responsible bidder for the OAB parking and landscape improvements at Fresno City College; and authorize the chancellor or vice chancellor of finance and administration to sign an agreement on behalf of the district. The motion carried without dissent.

Consideration to
Approve Proposed
2013-14 Lottery
Decision Packages
and Accept 2012-13
Lottery Expenditures
Report

[13-15]

Action

Ed Eng presented the proposed 2013-2014 decision packages and the 2012-2013 expenditure report. Mr. Eng reviewed the proposed three year spend-down program for the unspent funds from 2012-2013.

Mr. Payne stated the Board discussed during the retreat promoting the things that are good and incentivizing. For example, the Green Pathway program which support high school students taking college courses at FCC, and bridging the English 1A from high school to college level at Willow International. The discussion during the board retreat was to continue to do those things and build on them and the lottery funds provided the opportunity to do that. He stated he didn't see any of those types of items reflected in the budget.

Dr. Blue stated the district's approach to achieving that will take a few years to accomplish. The district is unable to completely get away from funding operational expenses all at once. The district will map out the plan for how the district will begin to restore operational funds in the general fund budget and relieve the lottery decision package funds for those innovative projects. It is not possible to accomplish in one year.

Ms. Smith stated the district needs to be cautious using lottery funds

Consideration to
Approve Proposed
2013-14 Lottery
Decision Packages
and Accept 2012-13
Lottery Expenditures
Report
[13-15]
Action (continued)

for long term projects. Once the district funds those projects, it could lose them. She agrees with Trustee Payne, however, in terms of lottery, you can't be sure the money will be there.

Mr. Payne stated that the board is sending a message to the students that the Board is listening and being responsive to the student body and their needs.

Mr. Leal asked what happens to the remaining funds. Mr. Eng stated any remaining funds are returned to the reserves unless a project has been approved for the funds to be carried over.

Mr. Patterson stated the Board needs another retreat to specifically discuss lottery funds. He said lottery funds should be used for special projects. He is concerned about augmenting the general fund budget. If the general fund needs to be augmented, it should come out of the reserves.

Mr. Payne stated the district needs to remember that it has students that are not graduating or transferring. They are falling through the cracks of the system. The district needs to do a better job of keeping the budget in line with creating a more successful student climate within the institution. He said there needs to be a better level of accountability for line items that are requested by the campuses. If student achievement is a priority, then some of these items need to be reconsidered.

Mr. Nishinaka asked if there are one-time projects that are presented by the campuses. Mr. Cantu stated FCC has requests for equipment. Ms. Ikeda stated Willow requested one-time projects under staff development. Mr. White stated Reedley is looking at upgrading the library to better accommodate students.

A motion was made by Trustee Nishinaka and seconded by Trustee Leal that the Board of Trustees approve the 2013-14 lottery decision packages recommendations, as presented, and accept the 2012-13 lottery decision packages expenditures report.

Consideration to
Approve Proposed
2013-14 Lottery
Decision Packages
and Accept 2012-13
Lottery Expenditures
Report
[13-15]
Action (continued)

The roll call vote was as follows:

	YES	NO	Abstain
Richard Caglia			X
John Leal	X		
Ron Nishinaka	X		
Patrick Patterson		X	
Eric Payne		X	
Dorothy Smith	X		
Isabel Barreras	X		

Mr. Eng stated that since the district is asking to use reserve funds, it requires a two-thirds vote to pass the agenda item. This vote does not constitute a two-thirds vote.

Dr. Blue said the district does not have the ability to move the operating expenses to the general fund. If they are not approved tonight, the campuses will not be able to initiate the projects. It will be delayed until the Board can make a decision. She asked Mr. Eng what the budget development impacts will be. Mr. Eng stated the reason we ask the Board to approve the decision packages early is because there are a number of construction projects the district would like to complete during the summer months when there is less impact on students.

Dr. Blue advised the Board that she has made every effort to honor their requests and implement them in a manageable way. It is not possible to accomplish what they are requesting during this budget cycle.

Mr. Patterson asked Mr. Eng if the district is using reserves. Mr. Eng stated any money used from prior years is technically reserves.

Mr. Leal asked what the impact would be if the decision is deferred until the next meeting. Mr. Eng said it impacts the bidding process.

Mr. Payne stated there are some things that need to be re-evaluated and need to be taken back to the campuses to review. The Board was given several documents during the board retreat that included a prioritized list of projects. He is concerned about some of the line items presented.

Consideration to Approve Proposed 2013-14 Lottery Decision Packages and Accept 2012-13 Lottery Expenditures Report [13-15]
Action (continued)

Dr. Blue said the presidents have done that and the Board needs to trust that the campuses have done their due diligence. The colleges are extremely conscientious in making their decisions.

A motion was made by Trustee Smith and seconded by Trustee Nishinaka that the Board of Trustees approve the 2013-14 lottery decision package recommendations, as presented, and accept the 2012-13 lottery decisions packages expenditures report.

The Board conducted a second vote, as follows:

	YES	NO	Abstain
Richard Caglia			X
John Leal	X		
Ron Nishinaka	X		
Patrick Patterson	X		
Eric Payne		X	
Dorothy Smith	X		
Isabel Barreras	X		

Introduction of Proposed Revisions to Board Policy 6200 – Budget Preparation [13-16]
No Action

Ed Eng presented revised board policy 6200.

The Board may not act to revise a policy until one regular meeting after the proposed revision is recommended. Therefore, this proposed revision will appear on next month's agenda for action. It is recommended that at the next regular board meeting the Board adopt the proposed revision to Board Policy 6200. No action is required at this meeting.

Reports of Board Members

Student Trustee Viviana Acevedo reported on activities occurring at Reedley College, including the following highlights:

- Dean/Student advisory meeting will take place in April
- ASG elections will take place in April. She will be running for ASG president
- The Reedley College Student Success Committee will have eight workshops in April
- In March, Sherriff Margaret Mims spoke as part of Woman's History Month.
- The 24-hour Relay for Life fundraiser for the American Cancer Society will take place at the Reedley College track on April 20-21.

Trustee Nishinaka thanked Vikki Piper for the hosting the board meeting. Trustee Nishinaka attended the following events:

Reports of Board
Members (continued)

- The Fresno Compact business/education shareholders' luncheon on March 6 with trustees John Leal and Eric Payne.
- The Arte Americas/SCCCD Muro De Honor induction ceremony on March 6.
- With Board President Barreras and fellow trustees, he attended the Fresno Food Expo mayor's VIP reception on March 13.
- Board retreat on March 22 and 23. He thanked Chancellor Blue and staff for a highly productive two-day meeting. The sessions on Participatory Governance and Technology Visioning, which included our constituency groups, was one of the most collegial during his tenure in the district.
- Classified Professional's Mega-Conference on March 26.
- The SCCC Foundation Renaissance Feast for Scholars on March 9.
- The Willow International College Center's Spring Extravaganza on March 19.
- The Willow International College Center's New Accreditation Status to College Candidacy celebration on March 15.

Trustee Leal attended the following events:

- The Fresno Compact business/education shareholders' luncheon on March 6 with trustees John Leal and Eric Payne.
- The Arte Americas/SCCCD Muro De Honor induction ceremony on March 6.
- The Fresno Food Expo Mayor's VIP reception on March 13.
- The new trustee orientation at Willow International. He thanked Ms. Ikeda for the event.

Trustee Smith attended the following events:

- Classified Professional's Mega-Conference on March 26. Ms. Smith stated that she has attended all 13 conferences. She said the keynotes speeches were very inspiring

Ms. Smith thanked Reedley College for the gift basket presented to board members during the March board meeting.

Ms. Smith stated she enjoyed the board retreat. It was a great meeting and an opportunity to work with the constituency leaders.

Mr. Patterson stated he enjoyed the board retreat and listening to the input from the constituency leaders.

Mr. Caglia stated the board retreat was exceptional. Mr. Caglia thanked the speaker at this evening's board meeting, Mikaelle Trayer, for her extraordinary story.

Reports of Board Members (continued) Trustee Barreras attended the following events:

- The Arte Americas/SCCCD Muro De Honor induction ceremony on March 6. She thanked the Latino faculty and staff and Dr. Teresa Patterson for a first-class event.
- The Fresno Food Expo Mayor’s VIP reception on March 13. She thanked CITD and Candy Hansen-Gage for the efforts on this event.
- The board retreat on March 22 and 23. She stated this was a historical event and was great for opening the lines of communications.
- Classified Professional’s Mega-Conference on March 26.

Future Agenda Items None

Delegations, Petitions, and Communications None

Closed Session President Barreras stated that in closed session the Board would be discussing:

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

President Barreras called a recess at 6:50 p.m.

Report of Closed Session The Board moved into open session at 9:40 p.m.

President Barreras stated the board did not take any reportable action during closed session.

Adjournment The meeting was adjourned at 9:42 p.m. by unanimous consent.

Ronald Nishinaka
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: May 7, 2013

SUBJECT: Employment, Retirement, Academic Personnel

ITEM NO. 13-20HR

EXHIBIT: Academic Personnel Recommendations

Recommendation:

It is recommended the Board of Trustees approve the academic personnel recommendations, items A through C, as presented.

ACADEMIC PERSONNEL RECOMMENDATIONS

- A. Recommendation to employ the following person:

<u>Name</u>	<u>Campus</u>	<u>Class & Step</u>	<u>Salary</u>	<u>Position</u>
Hodges, Kristine M.	RC	IV, 5	\$15,158	Title V Counselor

(Current Adjunct Faculty)

(Temporary Contract – May 8, 2013 through June 30, 2013)

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

<u>Name</u>	<u>Campus</u>	<u>Effective Date</u>	<u>Position</u>
Frisch, Marilyn J.	RC	May 18, 2013	Child Development Instructor

- C. Recommendation to employ the following person as Training Institute Trainers:

<u>Name</u>	<u>Campus</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Date</u>
Fowler, Clint J.	FCC	Trainer III	\$39.11	April 5, 2013

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Employment, Promotion, Retirement,
Classified Personnel

ITEM NO. 13-21HR

EXHIBIT: Classified Personnel Recommendations

Recommendation:

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

CLASSIFIED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following persons as probationary:

Name	Location	Classification	Range/Step/Salary	Date
Cardenas, Samaria	RC	Administrative Assistant Position No. 3043	55-A \$3,762.67/mo.	05/06/2013

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

Name	Location	Classification	Hourly Rate	Date
Aviles, Frank	FCC	Custodian Position No. 2183	41-A \$15.38/hr.	11/29/2012 to 04/02/2013
Branshaw, Jennifer	RC	College Athletic Trainer Position No. 3127	60-B \$25.74/hr.	01/01/2013 to 03/31/2013
Balakian- Washington, Laury	FCC	Accounting Technician I Position No. 2075	57-A \$22.79/hr.	03/11/2013
Simonsen, Nancy	DO	Administrative Secretary I Position No. 1150	48-A \$18.32/hr.	03/12/2013
Souders, Tracey	DO	Administrative Aide Position No. 1144	53-A \$20.66/hr.	03/18/2013
Gallegos, Isaac	FCC	DSP&S Mobility Driver Position No. 2407	32-A \$12.35/hr.	03/20/2013
Montoya- Gomez, Silvia	FCC	Department Secretary Position No. 2057	44-A \$16.58/hr.	03/21/2013
Aviles, Frank	FCC	Custodian Position No. 2174	41-A \$15.38/hr.	04/03/2013

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

Name	Location	Classification	Range/Step/Salary	Date
Nitzel, Susan	FCC	Department Secretary Position No. 2266 Campus Business Assistant Position No. 2123	44-D \$3,333.42/mo. to 57-A \$3,950.58/mo.	04/09/2013

Classified Personnel Recommendation

Page 2

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

<u>Name</u>	<u>Location</u>	<u>Classification</u>	<u>Date</u>
Kohl, Mona	FCC	Administrative Aide Position No. 2048	09/09/2013

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Approve Resolution Allowing ITEM NO. 13-22HR
 Exception to the 180-day Wait Period for
 CalPERS

EXHIBIT: Resolution No. 2013-05

Background:

As a result of Government Code section 7522.56 being implemented, employees who contribute to the CalPERS retirement system must wait 180 days prior to commencing post-retirement employment. However, CalPERS allows for an exception to that rule if certain conditions are met; such as, the employee did not take a retirement incentive, the employee will not exceed 960 hours per fiscal year, and the appointment is necessary to fill a critically needed position. If these conditions are met, the process for waiving the 180-day period requires approval of a resolution by the board of trustees of the employing district in addition to the approval of Fresno County Office of Education.

Ms. C. Helena Kennedy is the coordinator of the Cal-Pro-NET Center and will be retiring this year. Ms. Kennedy has over 15 years' experience running the Cal-Pro-NET Center and interfaces with the California State Department of Education, Nutrition Services Division. Her position is highly specialized and the person replacing her will need specific training that only Ms. Kennedy can provide. The Cal-Pro-NET Center is grant funded and the additional cost of the training has been approved by and is budgeted within the grant.

Recommendation:

It is recommended the Board of Trustees approve Resolution No. 2013-05 allowing this exception to the CalPERS 180-day wait period.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 2013-05**

**RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD (Government
Code Section 7522.56)**

WHEREAS, in compliance with Government Code section 7522.56 the Fresno County Office of Education must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, C. Helena Kennedy, CalPERS ID #6640524698 retired from State Center Community College District in the position of Cal-Pro-NET Center Coordinator effective June 8, 2013; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 6, 2013 without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts a retirement incentive; and

WHEREAS, the State Center Community College District and C. Helena Kennedy certify that C. Helena Kennedy has not and will not receive a Golden Handshake or any other retirement incentive; and

WHEREAS, the entire employment agreement, contract or appointment document between C. Helena Kennedy and the State Center Community College District has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is (\$9,147.17) and the hourly equivalent is (\$52.77), and the minimum base salary for this position is (\$4,630.75) and the hourly equivalent is (\$26.72); and

WHEREAS, the hourly rate paid to C. Helena Kennedy will be (\$41.11); and

NOW, THEREFORE, BE IT RESOLVED that State Center Community College District hereby certifies the nature of the appointment of C. Helena Kennedy as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Cal-Pro-NET Center Coordinator for the State Center Community College District by June 10, 2013 because Ms. Kennedy has over 15 years' experience running the Cal Pro NET Center. This position, which interfaces with both SCCC and the California State Department of Education, Nutrition Services Division, requires intimate knowledge of grant-writing, contracting, and overseeing the operation of the Center. Ms. Kennedy will train the new Coordinator in the various jobs/skills required to continue Cal Pro NET's excellent service.

AND BE IT FURTHER RESOLVED that the district administration causes a copy of this resolution to be filed with the Fresno County Office of Education.

PASSED AND ADOPTED on this 7th day of May, 2013, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

Board of Trustees Secretary
State Center Community College District

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Review of District Warrants and Checks

ITEM NO. 13-28G

EXHIBIT: None

Recommendation:

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

<u>Account:</u>	<u>Amount:</u>	<u>For the Period of:</u>
District	\$ 14,410,348.21	03/13/13 to 04/16/13
Fresno City College Bookstore	109,614.45	03/13/13 to 04/16/13
Reedley College Bookstore	130,280.79	03/13/13 to 04/16/13
Fresno City College Co-Curricular	86,150.58	03/12/13 to 04/16/13
Reedley College Co-Curricular	96,970.70	03/13/13 to 04/15/13
Total:	<u>\$ 14,833,364.73</u>	

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Approve Quarterly
Budget Transfers and Adjustments Report

ITEM NO. 13-29G

EXHIBIT: Report

Background:

The enclosed Budget Transfers and Adjustments Report reflects budget adjustments through the quarter ending March 31, 2013. The adjustments represent changes to meet the ongoing needs of the district, including categorically funded programs, educational needs of the campuses, and new grants and agreements. Additionally, adjustments have been made to the revenue and expenditure budgets as a result of the passage of Proposition 30.

Recommendation:

It is recommended the Board of Trustees approve the March 31, 2013, Budget Transfers and Adjustments Report.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Revenue Budget Adjustments/Transfers
As of 3/31/13**

	Adopted Budget	Budget Adj/Transfers	Current Budget
81000	FEDERAL REVENUES		
81200	\$ 7,454,509	\$ 981,370	\$ 8,435,879
81300	3,111,562	1,018,552	4,130,114
81400	236,559	28,140	264,699
81500	220,981	104,079	325,060
81600	19,774	1,009	20,783
81700	1,802,972	-	1,802,972
81990	3,746,528	626,769	4,373,297
Total	<u>16,592,885</u>	<u>2,759,919</u>	<u>19,352,804</u>
86000	STATE REVENUES		
86100	81,911,372	10,611,896	92,523,268
86200	6,916,139	315,062	7,231,201
86500	2,386,543	1,035,719	3,422,262
86700	500,000	-	500,000
86800	4,750,000	(450,000)	4,300,000
86900	-	-	-
Total	<u>96,464,054</u>	<u>11,512,677</u>	<u>107,976,731</u>
88000	LOCAL REVENUES		
88100	29,500,000	-	29,500,000
88200	-	-	-
88300	363,506	163,069	526,575
88400	19,033	-	19,033
88500	51,000	-	51,000
88600	450,000	-	450,000
88700	7,080,000	-	7,080,000
88800	2,327,000	-	2,327,000
88900	1,180,445	23,880	1,204,325
Total	<u>40,970,984</u>	<u>186,949</u>	<u>41,157,933</u>
Total General Fund Revenues	<u>\$ 154,027,923</u>	<u>\$ 14,459,545</u>	<u>\$ 168,487,468</u>

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Revenue Budget Adjustments/Transfers
As of 3/31/13**

	<u>Adopted Budget</u>	<u>Budget Adj/Transfers</u>	<u>Current Budget</u>
89000 OTHER FIN SOURCES			
89100 Proceeds/Fixed Assets	-	-	-
89400 Proceeds/Long-Term Debt	-	-	-
89800 Incoming Transfers	464,398	-	464,398
Total Other Financing Sources	\$ 464,398	-	\$ 464,398
Total District Revenues	<u>\$ 154,492,321</u>	<u>\$ 14,459,545</u>	<u>\$ 168,951,866</u>

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Expenditure Budget Adjustments/Transfers
As of 3/31/13**

		Adopted Budget	Budget Adj/Transfers	Current Budget
91000	ACADEMIC SALARIES			
91100	Instruction - Reg Contract	\$ 37,860,734	\$ (90,803)	\$ 37,769,931
91200	Non-Instr Reg Contract	17,787,620	671,064	18,458,684
91300	Hourly Instruction	13,663,683	581,787	14,245,470
91400	Non-Instr Other Non-Reg	4,019,939	384,181	4,404,120
	Total	<u>73,331,976</u>	<u>1,546,229</u>	<u>74,878,205</u>
92000	CLASSIFIED SALARIES			
92100	Non-Instr Reg Full-Time	27,147,609	184,760	27,332,369
92200	Instr Aides	1,555,078	162,571	1,717,649
92300	Hourly Non-Instr	3,606,737	405,072	4,011,809
92400	Instr Aides-Other	1,370,571	65,612	1,436,183
	Total	<u>33,679,995</u>	<u>818,015</u>	<u>34,498,010</u>
93000	BENEFITS			
93100	STRS	5,758,027	14,225	5,772,252
93200	PERS	3,599,911	60,707	3,660,618
93300	OASDI	3,408,000	41,623	3,449,623
93400	Health & Welfare	16,337,492	(192,698)	16,144,794
93500	SUI	1,160,961	8,609	1,169,570
93600	Worker's Comp	1,750,929	13,339	1,764,268
93700	PARS	117,851	13,542	131,393
93900	Other Benefits	3,333	-	3,333
	Total	<u>32,136,504</u>	<u>(40,653)</u>	<u>32,095,851</u>
94000	SUPPLIES & MATERIALS			
94200	Other Books	84,084	4,062	88,146
94300	Instr Supplies	1,785,470	(110,049)	1,675,421
94400	Non-Instr Supplies	2,230,586	71,057	2,301,643
94500	Media	24,417	(1,580)	22,837
	Total	<u>4,124,557</u>	<u>(36,510)</u>	<u>4,088,047</u>

**STATE CENTER COMMUNITY COLLEGE DISTRICT
GENERAL FUND - ALL FUNDING
Expenditure Budget Adjustments/Transfers
As of 3/31/13**

	Adopted Budget	Budget Adj/Transfers	Current Budget
95000	OTHER OPER EXPENSES		
95100	4,967,439	(3,615)	4,963,824
95200	2,587,057	353,814	2,940,871
95300	2,160,951	276,576	2,437,527
95400	273,624	19,298	292,922
95500	4,071,881	506,049	4,577,930
95600	1,113,547	(9,345)	1,104,202
95700	764,334	67,547	831,881
95900	1,372,934	327,682	1,700,616
	Total		
	17,311,767	1,538,006	18,849,773
96000	CAPITAL OUTLAY		
96100	-	-	-
96200	149,772	152,335	302,107
96400	950,910	5,890	956,800
96500	2,696,906	2,022,556	4,719,462
96800	290,256	67,083	357,339
	Total		
	4,087,844	2,247,864	6,335,708
	Total General Fund Expenditures		
	\$ 164,672,643	\$ 6,072,951	\$ 170,745,594
97000	OTHER OUTGO		
97100	-	-	-
97200	344,998	(269,998)	75,000
97300	250,000	-	250,000
97500	63,500	57,911	121,411
97600	1,407,689	129,605	1,537,294
97900	(5,356,457)	5,456,457	100,000
	Total Other Outgo		
	\$ (3,290,270)	\$ 5,373,975	\$ 2,083,705
	Total District Expenditures		
	\$ 161,382,373	\$ 11,446,926	\$ 172,829,299

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Financial Analysis of Enterprise
and Special Revenue Operations

ITEM NO. 13-30G

EXHIBIT: Financial Analysis

Background:

The financial report for the enterprise and special revenue operations for the quarter ended March 31, 2013, is attached. The report consists of a combined balance sheet and combined statement of revenues and expenditures for the enterprise operations, which consists of the bookstores at Fresno City and Reedley College and the special revenue operations, which consists of the Reedley College cafeteria and residence hall.

Bookstore operations for the nine month period ending March 31, 2013, show an overall positive position with revenues in excess of expenditures. The Reedley College cafeteria operation reflects a net loss with expenditures exceeding revenues; while the residence hall shows a positive position with revenues in excess of expenditures.

The enclosed statements are provided for the Board's information. No action is required.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
ENTERPRISE & SPECIAL REVENUE OPERATIONS
BALANCE SHEET
As of MARCH 31, 2013**

	ENTERPRISE			SPECIAL REVENUE		
	FCC BOOKSTORE*	RC BOOKSTORE*	TOTAL	RC CAFETERIA*	RC RESIDENCE HALL*	TOTAL
ASSETS						
Cash in County Treasury				\$ 104,316	\$ 305,122	\$ 409,438
Cash in Bank	\$ 3,234,773	\$ 593,529	\$ 3,828,302	7,043	3,139	10,182
Revolving Cash Fund	17,200	27,000	44,200	12,997		12,997
Accounts Receivable	529,250	258,186	787,436	44,785	36,913	81,698
Due from RC Bookstore	700,000		700,000			
Due from Other Funds			-	-	37,004	37,004
Prepaid Expenses	4,157	3,786	7,943	-	-	-
Inventory	1,413,185	1,067,633	2,480,818	24,287		24,287
Total Current Assets	<u>\$ 5,898,565</u>	<u>\$ 1,950,134</u>	<u>\$ 7,848,699</u>	<u>\$ 193,428</u>	<u>\$ 382,178</u>	<u>\$ 575,606</u>
Fixed Assets (Net)	155,443	111,963	267,406	-	-	-
TOTAL ASSETS	<u>\$ 6,054,008</u>	<u>\$ 2,062,097</u>	<u>\$ 8,116,105</u>	<u>\$ 193,428</u>	<u>\$ 382,178</u>	<u>\$ 575,606</u>
LIABILITIES & FUND BALANCE						
Accounts Payable	\$ 203,805	\$ 66,108	\$ 269,913	-	-	-
Due to FCC Bookstore		\$ 700,000	700,000			
Due to Other Funds	15,392	72,316	87,708	\$ 203,733	\$ 140	\$ 203,873
Warrants Payable				2,656	6,539	9,195
Total Current Liabilities	<u>\$ 219,197</u>	<u>\$ 838,424</u>	<u>\$ 1,057,621</u>	<u>\$ 206,389</u>	<u>\$ 6,679</u>	<u>\$ 213,068</u>
Unreserved Fund Balance	4,404,426	129,040	4,533,466	(50,245)	375,499	325,254
Reserved Fund Balance	1,430,385	1,094,633	2,525,018	37,284	-	37,284
Total Fund Balance	<u>\$ 5,834,811</u>	<u>\$ 1,223,673</u>	<u>\$ 7,058,484</u>	<u>\$ (12,961)</u>	<u>\$ 375,499</u>	<u>\$ 362,538</u>
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 6,054,008</u>	<u>\$ 2,062,097</u>	<u>\$ 8,116,105</u>	<u>\$ 193,428</u>	<u>\$ 382,178</u>	<u>\$ 575,606</u>

*Does Not Include Indirect Charges

**STATE CENTER COMMUNITY COLLEGE DISTRICT
ENTERPRISE & SPECIAL REVENUE OPERATIONS
STATEMENT OF REVENUE & EXPENDITURES
Period Ending MARCH 31, 2013**

	ENTERPRISE			SPECIAL REVENUE		
	FCC BOOKSTORE*	RC BOOKSTORE*	TOTAL	RC CAFETERIA*	RC RESIDENCE HALL*	TOTAL
TOTAL SALES	\$ 4,620,745	\$ 2,734,136	\$ 7,354,881	\$ 502,868	\$ 376,732	\$ 879,600
LESS COST OF GOODS SOLD						
Beginning Inventory	\$ 999,223	\$ 802,431	\$ 1,801,654	\$ 23,642	-	\$ 23,642
Purchases	3,798,563	2,300,443	6,099,006	207,527	-	207,527
Sub-Total	4,797,786	3,102,874	7,900,660	231,169	-	231,169
Ending Inventory	1,413,185	1,067,633	2,480,818	24,287	-	24,287
Cost of Sales	3,384,601	2,035,241	5,419,842	206,882	-	206,882
GROSS PROFIT ON SALES	\$ 1,236,144	\$ 698,895	\$ 1,935,039	\$ 295,986	\$ 376,732	\$ 672,718
OPERATING EXPENDITURES						
Salaries	\$ 511,010	\$ 455,379	\$ 966,389	\$ 237,022	\$ 138,651	\$ 375,673
Benefits	175,267	158,486	333,753	130,449	57,141	187,590
Depreciation	66,618	8,235	74,853			-
Supplies	9,427	7,949	17,376	4,868	5,498	10,366
Utilities & Housekeeping	18,777	16,899	35,676		82,722	82,722
Rents, Leases & Repairs	14,434	16,062	30,496	5,757	309	6,066
Other Operating	282,736	200,062	482,798	12,747	10,426	23,173
TOTAL OPERATING EXPENDITURES	\$ 1,078,269	\$ 863,072	\$ 1,941,341	\$ 390,843	\$ 294,747	\$ 685,590
NET OPERATING REVENUE (LOSS)	\$ 157,875	\$ (164,177)	\$ (6,302)	\$ (94,857)	\$ 81,985	\$ (12,872)
OTHER REVENUE						
Vending	-	-	-	2,479	1,213	\$ 3,692
Interest	-	211	211	683	2,491	3,174
Other	25,946	18,944	44,890	619	1,807	2,426
Book Rental	294,578	178,748	473,326			-
OTHER EXPENSES						
Transfer to Co-Curricular	70,200	54,000	124,200			-
Capital Outlay	-	-	-		765	765
NET REVENUE (LOSS)	\$ 408,199	\$ (20,274)	\$ 387,925	\$ (91,076)	\$ 86,731	\$ (4,345)
District Provided General Fund Support				\$ 39,766	\$ 22,105	UNAUDITED

*Does Not Include Indirect Charges

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Authorize Agreement with
SixTen and Associates for Mandate
Reimbursement Claim Preparation Services

ITEM NO. 13-31G

EXHIBIT: None

Background:

Annually, the district submits reimbursements for mandated programs imposed on districts and approved for reimbursement by the Commission on State Mandates. Community college districts are currently eligible for reimbursement for seventeen different mandated program areas. In addition, several test claims have been filed for consideration of reimbursement in the future.

The district has historically contracted with SixTen and Associates for the preparation of the district's reimbursement claims. SixTen and Associates is a consulting firm specializing in maximizing the district's reimbursements under the mandated cost reimbursement process. The cost of SixTen services and district staff time spent on mandated reporting is reimbursed by the State through the Mandate Reimburse Process annual claim, so there is no ultimate cost to the district.

For the 2013-14 fiscal year, the district has elected to receive funding for state mandates on a per full-time equivalent student (FTES) basis. Under this reimbursement process it would appear the district would not need the services of SixTen and Associates. However, not all state mandate claims are related to the 2013-14 fiscal year. Should the district apply for mandate reimbursement for any mandate period prior to 2013-14, we would need SixTen and Associates assistance. This contract prepares us for those instances.

It is recommended the district engage the services of SixTen and Associates for the preparation of mandated reimbursement claims at a fee not to exceed \$24,000. This fee has remained the same since 2001-02.

Recommendation:

It is recommended the Board of Trustees:

- a) authorize entering into an agreement with SixTen and Associates in an amount not to exceed \$24,000 for the preparation and submission of mandate reimbursement claims; and
- b) authorize the chancellor or vice chancellor of finance and administration to sign the agreement on behalf of the district.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Adopt Resolution
Authorizing Notice of Intent to Establish
2013-14 Appropriations Limit (Gann)

ITEM NO. 13-32G

EXHIBIT: Resolution #2013-07

Background:

In November 1979 the voters passed Proposition 4 (Gann), which effectively places an appropriations limit on each public entity within the state. The appropriations limit base was derived from the amount an entity had appropriated in its budget during the 1978-79 fiscal year. The base is annually adjusted upward in accordance with the inflationary allowance relating to the Consumer Price Index, as well as by population increase. Under Senate Bill 1352, enacted by the Legislature to implement Proposition 4, it is necessary for each public entity to establish its appropriations limit for a given year prior to the last day of the previous fiscal year. It is further necessary for the governing body to provide fifteen days in which the public may examine the documentation used in arriving at the appropriations limit. Further legislation modified the method for computing the limit, but the notification provisions remain the same.

The enclosed resolution is intended to notify the public that the appropriations limit for 2013-14 has been established and will be officially approved at a regular meeting of the Board on June 4, 2013.

Recommendation:

It is recommended the Board of Trustees adopt Resolution No. 2013-07, Notice of Intent to Establish an Appropriations Limit, for the 2013-14 Fiscal Year.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 2013-07**

**NOTICE OF INTENT TO ESTABLISH AN APPROPRIATIONS LIMIT
FOR THE 2013-14 FISCAL YEAR**

WHEREAS, on November 6, 1979, the people of the State of California adopted Proposition 4, the Gann Initiative, which added Article XIII B to the State Constitution; and

WHEREAS, said Article and Section 7900, et seq., of the Government Code require this board to establish, by resolution, at a regular or special meeting, its appropriations limit for the 2013-14 fiscal year; and

WHEREAS, said Article and Section 7900, et seq., of the Government Code further require this board to notify the public at least fifteen (15) days prior to the holding of such meeting.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The public is hereby notified that at 4:30 p.m., on June 4, 2013, the governing board of The State Center Community College District will hold a meeting at 1525 East Weldon Avenue, Fresno, California, to establish its appropriations limit for the 2013-14 fiscal year.
2. The public is further notified that the documentation used in the determination of said appropriations limit is available to any person who wishes to examine or inspect the same, either prior to, during, or after said meeting.
3. The chancellor of this district or her designee is hereby directed to post a copy of this Resolution at least fifteen days prior to June 4, 2013, in order to inform the public of the matters contained herein.

PASSED AND ADOPTED upon motion of Trustee _____, seconded by Trustee _____, on this 7th day of May, 2013, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

Board of Trustees President
State Center Community College District

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration of Bids, Re-roof of Two
Portable Buildings, Madera Center

ITEMS NO. 13-33G

EXHIBIT: None

Background:

Bid #1213-10 provides for the addition of new roofing systems for two portable buildings on the Madera Center campus. The work of this project consists of priming the existing metal roofing, installation of new insulation material and plywood, and the installation of new built-up roofing materials for buildings R1A and R1B. These deteriorated roofs are on portable buildings that are over 20 years old and were moved onto the Madera campus from other district locations for the initial opening of the center. Also included and recommended in the award amount as an additive alternate to the base bid of two new roofs is the re-roofing of building R7A, for a total re-roof of three portable buildings. This project is necessitated by the deteriorated condition of the existing roofing systems and is part of the district scheduled maintenance plan.

Funding for this project will be provided by the capital projects fund and is identified as part of the five-year scheduled maintenance plan. Bids were received from three contractors as follows:

<u>Bidder</u>	<u>Award Amount</u>
Graham Prewett, Inc.	\$61,000.00
Nations Roof West	\$68,253.00
Fresno Roofing, Company, Inc.	\$77,600.00

Fiscal Impact:

\$61,000.00 – Capital Projects Fund (Scheduled Maintenance and Repair)

Recommendation:

It is recommended that the Board of Trustees award Bid #1213-10 in the amount of \$61,000.00 to Graham Prewett, Inc., the lowest responsible bidder for the re-roof of two portable buildings, plus one additional portable building included as an additive alternate to the bid, at the Madera Center,

Item No. 13-33G

Page 2

and authorize the chancellor or vice chancellor of finance and administration to sign an agreement on behalf of the district.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration of Bids, Data Cable Replacement ITEM NO. 13-34G
 at AC1 Computer Lab, Willow International
 Community College Center

EXHIBIT: None

Background:

Bid #1213-11 provides for the installation of new CAT 6 data cabling in the open computer lab in the AC1 building at the Willow International Community College Center. The work of this project includes the complete installation, termination, labeling and testing of new outside plant underground CAT 6 cabling to allow for more reliable network service at the computer lab location. The installation of this new network cable will provide a means to avoid current disruption to service caused by water and/or condensation inside the conduit pathways. All work will be scheduled for completion during the summer months to allow for minimum disruption to district activities.

Funding for this project will be provided by district contributions to Measure E General Obligation bond funds. Bids were received from two contractors as follows:

<u>Bidder</u>	<u>Bid Amount</u>
3D Datacom	\$19,797.10
Teledata Services Company, Inc.	\$27,320.87

Fiscal Impact:

\$19,797.10 – Measure E General Obligation Bond Funds (District Contribution)

Recommendation:

It is recommended the Board of Trustees award Bid #1213-11 in the amount of \$19,797.10 to 3D Datacom, the lowest responsible bidder for data cable replacement at AC1 Computer Lab at the Madera Center, and authorize the chancellor or vice chancellor of finance and administration to sign an agreement on behalf of the district.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration of Bids, Energy Management
System Upgrades, Fresno City College

ITEM NO. 13-35G

EXHIBIT: None

Background:

Bid #1213-15 is for the labor and material necessary to install an upgrade to the existing Energy Management System (EMS) at Fresno City College. The work of this project allows for the installation of a new direct digital control system to include control devices, software, licensing, system programming and other related accessories to allow on-line control and access of the HVAC systems across the entire Fresno City College campus. This project will complete the upgrade of the remainder of the campus project and will furnish connectivity of all chillers, boilers and other HVAC equipment to allow remote access and control from site and district locations. This installation specifies the same EMS standards in use at other district locations and allows the upgrade of the current system and increased energy efficiency without disrupting the level of service necessary at Fresno City College.

Funding for this project will be provided by the capital projects fund and is identified as part of the five-year scheduled maintenance program. Because of the proprietary nature of the adopted Energy Management System (EMS) platform used across other district locations, a single bid was received from one contractor as follows:

<u>Bidder</u>	<u>Award Amount</u>
Servi-Tech Controls, Inc.	\$78,640.00

Fiscal Impact:

\$78,640.00 – Capital Projects Fund (Scheduled Maintenance and Repair)

Recommendation:

It is recommended that the Board of Trustees award Bid #1213-15 in the amount of \$78,640.00 to Servi-Tech Controls, Inc., the lowest responsible bidder for the Energy Management System

Item No. 13-35G

Page 2

upgrades at Fresno City College, and authorize the chancellor or vice chancellor of finance and administration to sign an agreement on behalf of the district.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Approve Study Abroad
Program, Italy, Summer 2014

ITEM NO. 13-36G

EXHIBIT: None

Background:

The district is offering a summer 2014 study abroad program to Italy. Participants in this three-week program will study one of two child development courses: CD7A – Advanced Infant/Toddler and Development Care or CD20 – Observation and Assessment. Participants can earn up to three units of transferrable credit. The instructors who have developed and organized this program are Marcy Davidson and Amanda Taintor, both from Reedley College. They will teach and administer the program and promote it districtwide.

A third party provider will handle travel arrangements, accommodations, school facilities and general promotion. Program implementation will be in accordance with current district policies, regulations and college procedures.

Recommendation:

It is recommended that the Board of Trustees approve the offering of the summer 2014 program in Italy and approve Marcy Davidson and Amanda Taintor as instructors for this program.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Approve Study Abroad
Program, London, Summer 2014

ITEM NO. 13-37G

EXHIBIT: None

Background:

The district is offering a summer 2014 study abroad program to London. Participants in this three-week program will study one of two courses: Special Studies 49 – History of English Architecture or Photo 5 – Introduction to Photography. Participants can earn up to three units of transferrable credit. The instructors who have developed and organized this program are Ken Zamora and Thom Halls, both from Fresno City College. They will teach and administer the program and promote it districtwide.

A third party provider will handle travel arrangements, accommodations, school facilities and general promotion. Program implementation will be in accordance with current district policies, regulations and college procedures.

Recommendation:

It is recommended that the Board of Trustees approve the offering of the summer 2014 program in London and approve Ken Zamora and Thom Halls as instructors for this program.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

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

ITEM NO. 13-17

EXHIBIT: Resolution No. 2013-08 and Board Policy 2015

Background:

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

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

Recommendation:

It is recommended that the Board of Trustees adopt Resolution #2013-08 allowing the student trustees to make and second motions.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 2013-08**

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

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

WHEREAS, the education code and district policy and regulation recognizes that student members are full members of the Board of Trustees, with minimal limitations prescribed by law; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that Student members of the Board of Trustees of the State Center Community College District shall be afforded the privilege to make and second motions at all board meetings;

AND BE IT FURTHER RESOLVED that this resolution shall be in effect until May 15, 2014, unless earlier revoked by action of the Board.

PASSED AND ADOPTED on this 7th day of May, 2013, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

Board of Trustees Secretary
State Center Community College District

Student Members

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

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

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

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

See Administrative Regulation 2015

Reference: Education Code Section 72023.5

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

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

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Adopt Revision to Amended
2014 Spring Semester Instructional Calendar

ITEM NO. 13-18

EXHIBIT: Revised Instructional Calendar

Background:

The current start date for the spring 2014 semester constricts the ability of district financial aid departments to properly serve students through funds distribution and allows students only a short window in which to appeal academic dismissals. As a result, it has been determined that it is in the best interest of the district to move the start date of the spring 2014 semester from January 2, 2014, to January 9, 2014. This will also move the associated flex day and first day of instruction. It will also extend the winter break from January 1, 2014 to January 8, 2014.

Recommendation:

It is recommended that the Board of Trustees adopt the revised winter break and 2014 spring semester instructional calendar for Fresno City College, Reedley College/North Centers, and the Willow International Community College Center.



Instructional Calendar 2013-2014

FRESNO CITY COLLEGE • REEDLEY COLLEGE • NORTH CENTERS

Fall 2013 Semester

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

Break: December 16, 2013 – January 8, 2014

Spring 2014 Semester

January 9	(Th)	Faculty duty day [no classes held]
January 10	(F)	Flex Day
January 13	(M)	Instruction begins
January 20	(M)	Martin Luther King, Jr. Day observance
February 14	(F)	Lincoln Day observance
February 17	(M)	Washington Day observance
April 14 - 18	(M-F)	Spring recess [classes reconvene April 21]
May 23	(F)	End of spring semester/commencement



Instructional Calendar

FRESNO CITY COLLEGE • REEDLEY COLLEGE • NORTH CENTERS

Summer Session 2014

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

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



Classified and Management * Holiday Calendar 2013-2014

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

Total: 15 holidays

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

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

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Officially Recognize Willow ITEM NO. 13-19
 International Community College Center
 Academic Senate

EXHIBIT: None

Background:

The Academic Senate for California Community Colleges took action to recognize Willow International Community College Center's (CCC) Academic Senate as the 113th member senate through a unanimous vote of the Executive Committee on September 11, 2012. This recognition by the statewide academic senate gives Willow International CCC Academic Senate the ability to make recommendations to the administration of the center and to the governing board of the district with respect to academic and professional matters.

Since Willow International CCC was granted candidacy from the Accrediting Commission for Community and Junior Colleges on March 6, 2013, it is appropriate to officially recognize the academic senate for the campus.

Recommendation:

It is recommended the Board of Trustees officially approve and recognize the Willow International Community College Center's Academic Senate as the official faculty body for making recommendations on academic and professional matters related to the center.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Adopt Resolution to
Authorize Temporary Interfund Transfers
of Funds

ITEM NO. 13-20

EXHIBIT: Resolution #2013-09

Background:

As a result of the passage of Proposition 30 and the State's existing cash deferral process, the district has been placed in a difficult position of not having adequate cash to meet our normal operational costs (payroll and vendor payments) as we approach the fiscal year-end. Typically, the district has been able to rely on the General Fund reserves to meet its cash flow needs; however, this year is not typical.

As we approach the year-end, the district has nearly \$22M of cash being held back as a result of the State's deferred payment process, which we will receive in early July. In addition, the district is anticipated to receive funds from the Education Protection Account (EPA), created by the passage of Proposition 30, in the amount of approximately \$20M. The district will not receive these EPA funds until the last week of the June. The combination of these two significant cash payments being held back by the State is requiring us to request authorization to borrow cash currently held in other district funds.

We are requesting authorization to borrow up to \$10 million from the Retiree Health Benefits Fund and/or Capital Projects Fund to meet the General Fund's cash flow needs. Once the State releases the EPA payment and the deferred apportionment funding, the cash will be returned to the original funds from which it was borrowed.

Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2013-09, to authorize the Vice Chancellor of Finance and Administration to temporarily transfer funds, as necessary, between the following funds during the period of May 7, 2013, through July 31, 2013:

Borrow from: Capital Projects and/or Retiree Benefits
Loan to: General Fund

**STATE CENTER COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. # 2013-09**

AUTHORIZE TEMPORARY INTERFUND TRANSFERS OF FUNDS

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of district obligations; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the governing board of the State Center Community College District, authorizes the vice chancellor of finance and administration to temporarily transfer funds, as necessary, between the following funds during the period of May 7, 2013, through July 31, 2013:

Borrow from: Capital Projects and/or Retiree Benefits
Loan to: General Fund

PASSED AND ADOPTED on this 7th day of May, 2013, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

Board of Trustees President
State Center Community College District

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Acknowledgement of Quarterly Financial
Status Report, General Fund

ITEM NO. 13-21

EXHIBIT: Financial Status Report

Background:

Enclosed is the March 31, 2013, Quarterly Financial Status Report (CCFS-311Q) for the district general fund, as required for California community college districts (ECS 84043). In accordance with State instructions, a copy of the report was forwarded electronically to the State Chancellor's Office.

Projections for the revenue, expenditures, and other sources/uses are based on the adopted final budget and amended for additional funding or programs as they are received. This quarter's report reflects the anticipated impact on the budget due to the passage of Proposition 30. Actual revenues and expenditures through the quarter ending March 31, 2013, when compared to the current adjusted budget, are 46.3% and 72.2%, respectively.

Projected FTES for 2012-13 at the second period reporting is 25,974, which is approximately 2.0% above our anticipated funded credit FTES cap.

Recommendation:

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

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA

CHANGE THE PERIOD ▼

Fiscal Year: 2012-2013

District: (570) STATE CENTER

Quarter Ended: (Q3) Mar 31, 2013

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2009-10	Actual 2010-11	Actual 2011-12	Projected 2012-2013
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	143,206,385	146,106,767	131,730,319	135,485,168
A.2	Other Financing Sources (Object 8900)	232,556	4,796,166	1,021,448	464,398
A.3	Total Unrestricted Revenue (A.1 + A.2)	143,438,941	150,902,933	132,751,767	135,949,566
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	138,930,645	138,745,180	135,019,378	137,394,999
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	453,758	4,757,132	831,061	332,000
B.3	Total Unrestricted Expenditures (B.1 + B.2)	139,384,403	143,502,312	135,850,439	137,726,999
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	4,054,538	7,400,621	-3,098,672	-1,777,433
D.	Fund Balance, Beginning	30,977,050	33,913,762	41,314,383	38,215,711
D.1	Prior Year Adjustments + (-)	-1,117,826	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	29,859,224	33,913,762	41,314,383	38,215,711
E.	Fund Balance, Ending (C. + D.2)	33,913,762	41,314,383	38,215,711	36,438,278
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	24.3%	28.8%	28.1%	26.5%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	31,479	29,151	26,159	25,974
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

	Description	As of the specified quarter ended for each fiscal year			
		2009-10	2010-11	2011-12	2012-2013
H.1	Cash, excluding borrowed funds		27,036,602	24,935,684	8,727,790
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1 + H.2)	26,952,635	27,036,602	24,935,684	8,727,790

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	125,287,199	135,485,168	62,806,621	46.4%
I.2	Other Financing Sources (Object 8900)	464,398	464,398	136,924	29.5%
I.3	Total Unrestricted Revenue (I.1 + I.2)	125,751,597	135,949,566	62,943,545	46.3%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	137,403,108	139,394,999	100,665,609	72.2%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	594,998	332,000	250,335	75.4%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	137,998,106	139,726,999	100,915,944	72.2%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-12,246,509	-3,777,433	-37,972,399	
L.	Adjusted Fund Balance, Beginning	38,215,711	38,215,711	38,215,711	
L.1	Fund Balance, Ending (C. + L.2)	25,969,202	34,438,278	243,312	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	18.8%	24.6%		

V. Has the district settled any employee contracts during this quarter?

NO

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

Contract Period Settled (Specify)	Management	Academic		Classified
		Permanent	Temporary	

YYYY-YY	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**
This year? **NO**
Next year? **NO**

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

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration of Bids, Boiler Replacements,
Fresno City College

ITEM NO. 13-22

EXHIBIT: None

Background:

Bid #1213-12 is for the replacement of two boiler systems inside the utility building with six new high-efficiency condensing style boilers serving the Fresno City College campus. These new high-efficiency boilers are designed for low greenhouse gas emissions and increased combustion efficiency and will minimize current energy usage. The work of this project consists mainly of selective demolition, replacement of the existing boilers with high-efficiency models, upgraded direct digital controls for precise management of the hot water supply system, new piping, ductwork and related electrical work. This project also allows the work necessary to add two additional boilers at a later date when funding allows. The installation of these new boilers is required by December 31, 2013, under San Joaquin Valley Air Pollution Control District standards and is in keeping with the energy and sustainability policy of the board of governors, which requires that all major renovation projects outperform current Title 24 standards of the California Energy Code by at least 10%.

Funding for this project will be provided by the Capital Projects Fund and is identified as part of the five-year scheduled maintenance plan. Bids were received from four contractors as follows:

<u>Bidder</u>	<u>Award Amount</u>
Lawson Mechanical Contractors	\$655,233.00
Strategic Mechanical, Inc.	\$669,000.00
New England Sheet Metal Works, Inc.	\$690,800.00
Marko Construction Group, Inc.	\$783,000.00

Fiscal Impact:

\$655,233.00 – Capital Projects Fund (Scheduled Maintenance and Repair)

Item No. 13-22

Page 2

Recommendation:

It is recommended that the Board of Trustees award Bid #1213-12 in the amount of \$655,233.00 to Lawson Mechanical Contractors, the lowest responsible bidder for the boiler replacements at Fresno City College, and authorize the chancellor or vice chancellor of finance and administration, to sign an agreement on behalf of the district.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Disclosure of Collective Bargaining Agreement, ITEM NO. 13-23
State Center Federation of Teachers Full-time
Bargaining Unit, Local 1533 SCFT/AFT,
AFL-CIO, and Public Hearing

EXHIBIT: Tentative Agreement

Background:

On March 13, 2013, the State Center Federation of Teachers Full-time Bargaining Unit and the district reached a tentative agreement for a new three-year collective bargaining agreement for 2012-13 through 2014-15. The tentative agreement is retroactive to July 1, 2012. The tentative agreement is attached as an exhibit. The State Center Federation of Teachers held an election and ratified the tentative agreement. Substantial terms of the tentative agreement with State Center Federation of Teachers full-time faculty are:

- Either party may reopen each year under the health insurance article, salary article and one additional article.
- On a pilot basis limited to the term of this CBA, district agrees to allow an instructor to offer one virtual office hour, via live interactive medium as identified by the instructor, in lieu of one office hour per week. This office hour must be scheduled and interactive medium identified at the start of each term and posted conspicuously for students.
- Long term disability has been reduced to 60% of current salary to a maximum payout of \$5,000 for unit members hired on or before June 30, 2013; however, they may purchase additional coverage at their own expense.
- Unit members first employed on or after July 1, 2013, will continue to receive medical insurance; however, it is modified to eliminate the 2% annual inflation factor, coverage will end when retiree reaches age 70, and surviving spouse shall not be eligible for retiree benefit contribution.
- Distance Education – additional load factor given for the distance education teaching and the released time for course development will be eliminated on June 30, 2015.

The parties further agreed to the following:

- Establish a workgroup of vice presidents or designees and faculty representatives appointed by the federation to meet to discuss current load practices across the district.
- Establish a workgroup of vice presidents or designees and faculty representatives appointed by the federation to research current sick leave computation practices to ensure districtwide consistency
- Establish a workgroup of vice presidents or designees and faculty representatives appointed by the federation to research compressed calendars.

The disclosure of the collective bargaining agreement has been posted since May 1, 2013. There are no costs associated with this tentative agreement.

Recommendation:

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

ARTICLE I TERM OF AGREEMENT

This Agreement between the State Center Community College District (“District”) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (“Federation”) is effective upon ratification, and shall remain in full force and effect through June 30, 2014~~5~~.

ARTICLE II RECOGNITION

The District recognizes the Federation as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case Number S-R-555, as amended, effective May 26, 1981.

Unit composition shall consist of **full-time temporary faculty**, contract faculty and regular (tenured) faculty **including** ~~counselors, librarians, and college nurses~~ **full-time faculty on special assignment** ~~who were employed full-time on Salary Schedule “A” on November 30, 1976,~~ with the following exclusions:

- A. Employees in positions designated as management by the Board of Trustees, including the chancellor, vice chancellors, associate vice chancellors, college/**campus** presidents, vice presidents, deans, executive directors, and directors (except Directors of Athletics).
- B. All personnel compensated solely on Salary Schedule “C”, substitutes, both short term and long term.
- C. All temporary employees as defined by Education Code sections 87470, 87482, and 87612, except temporary faculty who serve at least 75 percent of the academic year who shall be included in the full-time faculty bargaining unit.

~~It is further acknowledged by the Federation and the District that Coordinators are part of the bargaining unit.~~

Should the District establish a new position or reclassify an existing position, the District will meet and negotiate whether the position is a bargaining unit position. If the District and Federation cannot agree, the matter shall be referred to the Public Employment Relations Board.

ARTICLE V WAIVER OF BARGAINING

Section 2. BEGINNING NEGOTIATIONS:

~~This is a closed one year contract and neither party will be required to negotiate on any item during the term of this contract unless both parties mutually agree in writing to negotiate. Initial proposals for a successor contract shall not be presented earlier than June 1, 2011.~~

Current MOU reads:

~~The parties agree that during the 2011-12, neither party shall be obligated to bargain any amendment to this agreement unless both parties mutually agree to reopen negotiations. The Federation and the District shall submit their initial proposals for a successor contract to the district not later than the regularly scheduled board meeting in May, 2012, and the board shall hold the public hearing on the proposals at the next regularly scheduled board meeting.~~

Either party may reopen each year beginning July 1, 2013: Article XV, Section 1 (Health Insurance), Article XVII, Section 1 (Salary) and one additional article contained in the agreement upon notice to the other party.

ARTICLE XII HOURS, WORKLOAD, CLASS SIZE

Section 4. FACULTY LOAD (**LHE**) ~~CREDIT~~ FOR ASSIGNED CLASSES:

All assigned classes which generate FTES shall be included in determining faculty load (**LHE**) ~~credit~~; however, **LHE** ~~load-credit~~ will be prorated for classes which are less than a semester in duration and for those classes to which a faculty member is assigned for less than the full duration of the class.

Section 6. OFFICE HOURS:

Office hours shall be sufficient in number so that when office hours are combined with class **contact** hours, an instructor shall normally have a total of at least twenty (20) hours weekly. ~~All office hours shall be posted conspicuously for students. In no event will **shall** an instructor **be required to** have fewer than three (3) office hours per week, and no instructor shall be required to have **or** more than five (5) office hours per week. **All office hours shall be posted conspicuously for students.**~~

On a pilot basis limited to the term of this CBA, district agrees to allow an instructor to offer one virtual hour, via live interactive medium as identified by the instructor, in lieu of one office hour per week. This office hour must be scheduled and interactive medium identified at the start of each term and posted conspicuously for students.

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

Faculty will be mindful of student needs when rescheduling office hours.

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 one (1) day in any full five (5) day work week period. Exceptions warranted by special circumstances may be authorized by the college/campus president or the unit member's immediate supervisor.

Section 13. 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. **This provision shall remain in effect only for the term of this agreement (June 30, 2015).** LGI factors shall apply to distance education courses in the same manner as for traditional courses. Unit members teaching distance education courses must teach at least 40% of his/her load on campus per semester. The District may allow a unit member to teach less than 40% of his/her load on campus per semester, provided there is mutual agreement between the College/Campus President ~~or Vice Chancellor North Centers~~ or their designee and unit member.
- C. Course Development Factor: A unit member assigned by the Vice President of Instruction to develop or redevelop a course for distance education shall receive released time during the semester when the course is being developed. The ratio of released time shall be one (1) LHE per one (1) unit of course development. **This provision shall remain in effect only for the term of this agreement (June 30, 2015).**
- D. Office Hours: Office hours held by unit members teaching a distance education course shall be consistent with the provisions of Article XII, Section 6. OFFICE HOURS.

**ARTICLE XIV-A
LEAVES WITH PAY**

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

- 1. Sick leave for a unit member's illness or injury shall be granted ~~for a maximum of ten (10) days annually~~ to each unit member **as follows: at the rate of one (1) day per calendar month of service computed on a contractual basis.**

<u>Annual Duty Days</u>	<u>Days of Sick Leave Accrued Annually</u>
<u>220-229</u>	<u>12.0</u>
<u>210-219</u>	<u>11.5</u>
<u>200-209</u>	<u>11.0</u>
<u>190-199</u>	<u>10.5</u>
<u>177-189</u>	<u>10.0</u>

- 2. Earned sick leave which is not used may be accumulated indefinitely from one (1) year of service to the next and may be used as required during such subsequent years of service.

- 3. Sick leave usage shall be calculated based on percent of scheduled day missed including scheduled office hour(s), if applicable. Percent of day should be calculated to the nearest hundredth.**

If a unit member was assigned and missed a class that is calculated as an overload assignment due to illness or injury, unit member shall use his/her accumulated Schedule C sick leave.

- ~~34.~~ Credit for sick leave of absence need not be accrued prior to taking sick leave by the unit member, and such leave may be taken at any time during the fiscal year, not to exceed the balance of the unit member's sick leave entitlement through June 30 of that fiscal year.

- ~~45.~~ Any unit member who is on paid status while on sick leave, sabbatical, or other paid leave shall continue to earn all leave benefits to which entitled if employed full time. A unit member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.

- ~~56.~~ 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 the employment of the unit member, the unit member shall receive fifty percent (50%) of his/her regular salary during the period of such absence up to a maximum of five (5) school months.

67. Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code.

It shall be the responsibility of the unit member to notify the ~~Chancellor's~~ **Human Resources** Office, in writing, of the name and address of the district by which he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

78. All sick leave rights or accumulations shall be canceled when a full-time unit member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions of the Education Code.
89. Any unit member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery there from.
910. ~~At the time a u~~ Unit members **can access** ~~begins his/her contracted employment for the academic year, he/she shall be provided with~~ a current accounting of his/her accumulated sick leave **on WebAdvisor**.
- ~~1011.~~ Any unit member utilizing sick leave benefits under provisions of this Article shall provide the administration with a signed absence **form** report (~~Form No. P-1~~), and, if absent five (5) or more consecutive duty days, shall provide the administration, upon return, with a statement from a physician verifying his/her fitness to return to duty. A member absent for more than five (5) duty days shall notify their immediate supervisor of his/her approximate return date.
- ~~112.~~ Sick leave may be utilized by any unit member placed under quarantine on the same basis as though this unit member were ill.
- ~~1213.~~ 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 **next available** ~~final~~ salary warrant ~~due for the current year~~.

B. Sick Leave Bank:

1. The Sick Leave Bank program shall be administered by a District/Federation committee composed of five (5) members: three (3) appointed by the Federation, and two (2) appointed by the District.
2. The Sick Leave Bank program shall continue from year to year.
3. The parties agree that a Sick Leave Bank shall be established to assist unit members who suffer a long-term illness.

4. All unit members may voluntarily participate in the Sick Leave Bank program by:
 - a) Contributing one (1) day of sick leave during the first (1st) full month following the signing of this Agreement; or
 - b) Contributing one (1) day of sick leave during the first (1st) month of a unit member's employment; or
 - c) New participants may annually join the program during the month of September.
5. The District shall contribute one (1) sick leave day for each four (4) days of personal sick leave days contributed by participating unit members.
6. Whenever the Sick Leave Bank becomes depleted, each participating unit member will be taxed a maximum of one (1) additional day per year from his/her accumulated sick leave bank to restock the bank. Sick leave days placed in the bank by participating unit members:
 - a) May not subsequently be withdrawn from the bank excepting as they are used for sick leave purposes as defined herein;
 - b) May not be transferred to another district should that unit member obtain employment elsewhere;
 - c) May only be used by participating unit members currently employed by the District;
 - d) May not be withdrawn at the time of retirement.
7. A unit member may withdraw from participation in the Sick Leave Bank program at any time by notifying the committee of such withdrawal; however, any days contributed previously may not be withdrawn.
8. Eligibility to use Sick Leave Bank days requires that a participating unit member must have:
 - a) Exhausted his/her personal sick leave days;
 - b) Been absent without full pay for five (5) additional consecutive work days.
- 9. To apply for sick leave bank usage, the participating unit member must submit the following to the district payroll office:**

- a. a written request listing dates of absence to be granted in days from the sick leave bank,
- b. a doctor's note covering the requested dates, and
- c. an absence form(s) for the requested dates.

The written request along with the supporting documents will be forwarded to the sick leave bank committee chair. Upon receipt, the committee chair will review all documents with the committee. Once a majority agreement has been met by the committee, the chair will notify the payroll department, who will then notify the unit member of the committee's decision.

910. On a one-half (1/2) pay basis only, the Sick Leave Bank may be drawn upon to supplement the fifty percent (50%) pay provision of the District's ~~one hundred (100) duty day~~ five (5) school months additional sick leave during the time a unit member is eligible for that provision coverage.
- ~~1011.~~ There shall be a maximum number of forty (40) withdrawal days per participating unit member per year.
- ~~112.~~ A participating unit member using Sick Leave Bank days shall not have to replace those days except as a regular contributing member to the bank.

ARTICLE XV INSURANCE PROGRAMS

Section 4. SALARY PROTECTION INSURANCE: (Long Term Disability)

- A. The District shall provide a salary protection program for eligible unit members employed on or before June 30, 2013.

~~Bargaining unit members employed after June 5, 1984:~~

1. Eligibility

- After the first year eligible up to three (3) years
- After the second year eligible up to four (4) years
- After the third year eligible up to five (5) years
- After the fourth year eligible up to six (6) years
- After the fifth year eligible up to seven (7) years
- Beginning with sixth year eligible up to age sixty-five (65)

- ~~B. Assuming insurance carrier availability, the program shall be equal to the salary protection plan in effect during the fiscal year 1977-78.~~

~~€2.~~ Salary protection 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.

~~D3.~~ The salary protection plan (long term disability plan) shall **correspond to the** be amended as provided in an amended plan document on file with the District administration, which shall ~~eliminate~~ **note** the monthly maximum limit of \$1,500.00 **\$5,000.00**. The benefit shall now state:

For employees hired on or before June 30, 2013:

Should you be disabled, you will receive ~~66-2/3%~~ **60%** of your **current** monthly "salary," **to a maximum payout of \$5,000**, commencing on the ~~101st~~ **first** day **of the sixth month** of your disability or the end of any period for which you are receiving sick leave pay, if that is later than ~~100~~ days **5 months**. **Employees under this benefit may purchase additional LTD benefits from the district's provider at 100% of the cost.**

B. Unit members first employed on or after July 1, 2013 may purchase coverage under a salary protection plan (long term disability plan) at their own expense. The District shall take into consideration providers recommended by the Federation.

Section 7. RETIREE HEALTH INSURANCE:

The Retiree Health Insurance provisions shall be effective for faculty members who retire during the term of the Agreement. At the time of separation and retirement from the College District, unit members who qualify shall make an election of either OPTION 1 or OPTION 2 as set forth below.

OPTION 1.1 (Unit members hired on or before June 30, 2013):

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The unit member has attained his/her fifty-fifth (55th) birthday;
 3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement.

4. The ~~unit member~~ **retiree** is receiving his/her regular retirement allowance from STRS;
 5. This benefit terminates on the date the ~~unit member~~ **retiree** reaches age of Medicare eligibility.
 6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60).
 7. Surviving spouse's benefit terminates on the date surviving spouse reaches age of Medicare eligibility.
- B. For bargaining unit members who retire and have served the District for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District shall contribute a maximum of up to ~~two thousand two hundred twenty eight dollars and eighty eight cents (\$2,228.88)~~ **two thousand five hundred ten dollars and nine cents (\$2,510.09)** per year toward the health insurance supplement to Medicare, or the **actual** cost of the health insurance supplement to Medicare, whichever is less, for the life of the **employee unit member** and his/her spouse, as conditioned below. The maximum District contribution in effect on July 1, 2006~~12~~, shall be increased annually by two percent (2%) effective September 1, 2006~~12~~. 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~~ **unit member** shall have attained his/her age of Medicare eligibility;
 3. The ~~unit member~~ **retiree** 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. **Bargaining unit members who retire and have served the District for a minimum of fifteen (15) consecutive years immediately prior to retiring and who qualify for retiree health insurance benefits may elect to receive a cash payment instead of a direct contribution toward the District's health insurance carrier or toward health insurance supplement to Medicare as noted in Option 1.1B.**

Under Option 1.1B, the district contribution increases by two percent (2%) annually; this two percent (2%) increase does not apply if the retiree elects to receive a cash payment (Option 1.1C). The cash payment amount under Option 1.1C, if selected, is the same as the contribution amount in the year the unit member retired, regardless of when the unit member/retiree elects the cash payment.

The retiree shall be eligible to receive a quarterly cash payment 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 retiree shall have attained his/her age of Medicare eligibility;**
- 3. The retiree is receiving his/her regular retirement allowance from STRS;**
- 4. The cash payment will end when the retiree becomes ineligible under the provisions of the applicable collective bargaining agreement or Board Policy;**
- 5. The cash payment will end on the death of the retiree and does not continue for a surviving spouse.**

ED. If a retiree or covered spouse drops the **District's health insurance** plan for any reason, he/she is not eligible for re-enrollment.

OPTION 1.2 (Unit members hired on or after July 1, 2013):

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

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

B. For bargaining unit members who retire and have served the District for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District shall contribute a maximum of up to two thousand five hundred ten dollars and nine cents (\$2,510.09) per year toward the health insurance supplement to Medicare, or the actual cost of the health insurance supplement to Medicare, whichever is less, until age 70, as conditioned below. 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 unit member shall have attained his/her age of Medicare eligibility;**
- 3. The retiree is receiving his/her regular retirement allowance from STRS;**
- 4. This benefit terminates on the date the retiree reaches 70 years of age.**
- 5. Upon death of retiree, surviving spouse shall not be eligible for any benefit contribution.**

C. Bargaining unit members who retire and have served the District for a minimum of fifteen (15) consecutive years immediately prior to retiring and who qualify for retiree health insurance benefits may elect to receive a cash payment instead of a direct contribution toward the District's health insurance carrier or toward health insurance supplement to Medicare as noted in Option 1.2B.

The retiree shall be eligible to receive a quarterly cash payment 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 retiree shall have attained his/her age of Medicare eligibility;**
- 3. The retiree is receiving his/her regular retirement allowance from STRS;**
- 4. The cash payment will end when the retiree becomes ineligible under the provisions of the applicable collective bargaining agreement or Board Policy;**
- 5. The cash payment will end when the retiree turns 70 years of age.**

€D. If a retiree drops the District's health insurance plan for any reason, he/she is not eligible for re-enrollment.

OPTION 2 (All unit members regardless of hire date):

A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will

contribute a maximum of seventy (70%) percent of the District's contribution to the premium of the health insurance program following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The unit member has attained his/her 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~~ **retiree** is receiving his/her regular retirement allowance for STRS;
 5. This benefit terminates on the date the unit member reaches age of Medicare eligibility;
 6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60); **Surviving spouse shall not be eligible for benefit contributions for employees hired on or after July 1, 2013.**
 7. Surviving spouse's benefit terminates on the date surviving spouse reaches age of Medicare eligibility. **Surviving spouse shall not be eligible for benefit contributions for employees hired on or after July 1, 2013.**
- B. Unit members who elect OPTION 2 which provides an enhanced pre-Medicare eligibility age contribution toward health coverage, are not eligible for a District contribution toward the health insurance supplement to Medicare- (Option 1.1B and Option 1.2B) **or the cash payment (Option 1.1C and Option 1.2C).**
- C. If a retiree or covered spouse drops the **District's health insurance** plan for any reason, he/she is not eligible for re-enrollment.

ARTICLE XVI

GRIEVANCE PROCEDURE

D. Level IV--Arbitration:

- (1) Within fifteen (15) work days after receipt of the decision of the Chancellor, the Federation may, upon written notice to the Associate Vice Chancellor, Human Resources, submit the grievance to arbitration under and in accordance with the ~~prevailing rules of the American Arbitration Association.~~ **prevailing rules of California State Mediation and Conciliation Services.**
 - a) Only the Federation (exclusive representative) may demand arbitration.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Disclosure of Collective Bargaining Agreement, ITEM NO. 13-24
State Center Federation of Teachers Part-time
Bargaining Unit, Local 1533 SCFT/AFT,
AFL-CIO, and Public Hearing

EXHIBIT: Tentative Agreement

Background:

On March 13, 2013, the State Center Federation of Teachers Part-time Bargaining Unit and the district reached a tentative agreement for a new three-year collective bargaining agreement for 2012-13 through 2014-15. The tentative agreement is retroactive to July 1, 2012. The tentative agreement is attached as an exhibit. The State Center Federation of Teachers held an election and ratified the tentative agreement. Terms of the tentative agreement with State Center Federation of Teachers part-time faculty are:

- Either party may reopen each year under the salary article and one additional article.
- Clarification on seniority relative to work/site location.
- Distance Education – additional load factor given for the distance education teaching and the released time for course development will be eliminated on June 30, 2015.

The parties further agreed to the following:

- Establish a workgroup of vice presidents or designees and faculty representatives appointed by the federation to meet to discuss current load practices across the district.
- Establish a workgroup of vice presidents or designees and faculty representatives appointed by the federation to research current sick leave computation practices to ensure districtwide consistency.
- Establish a workgroup of vice presidents or designees and faculty representatives appointed by the federation to research compressed calendars.

Item No. 13-24

Page 2

The disclosure of the collective bargaining agreement has been posted since May 1, 2013. There are no costs associated with this tentative agreement

Recommendation:

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

ARTICLE I TERM OF AGREEMENT

This Agreement between the State Center Community College District (District) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (Federation) covering part-time faculty members (hereinafter also referred to as part-time academic employees, unit members) is effective July 1, 2010 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, 2014~~5~~.

ARTICLE II RECOGNITION

The District recognizes the Federation as the sole and exclusive representative pursuant to PERB Case No. S-R-931 of those members of the part-time faculty bargaining unit which includes those faculty employees who work 67% or less of a full-time load during the school year as part-time academic ~~employees~~ **faculty**, including **part-time faculty on special assignment** ~~teachers, counselors, librarians, college nurses, tutorial, and other resource instructors~~, who occupy positions which, if held full time, would be included in the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case No. S-R-555, as amended effective May 25, 1981. The unit excludes management, supervisory and confidential employees, and all classes, groups, and individuals not expressly included, such as Training Institute instructors.

The District and Federation agree that the composition of the bargaining unit shall not change during the term of this Agreement, either through inclusions or exclusions, without the mutual agreement of both parties.

ARTICLE V WAIVER OF BARGAINING

Section 2. BEGINNING NEGOTIATIONS:

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 or unless mutually agreed to by both 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 the parties. The contract will run through June 30, 2014~~5~~. ~~Initial proposals for a successor contract shall not be presented earlier than June 1, 2011.~~

Section 3. Reopener Negotiations

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

Either party may reopen each year beginning July 1, 2013: Article XV, Section 1 (Salary) and one additional article contained in the agreement upon notice to the other party.

ARTICLE XI - C
HOURS, WORKLOAD, CLASS SIZE

Section 6. CALENDAR:

The number of days to be worked by part-time faculty members shall be determined by **their load assignment by** the District.

Section 7. PART-TIME EMPLOYMENT-ASSIGNMENT:

A. Priority for assignment in a department/discipline on campus beginning ~~Fall, 1996~~ **Spring, 2014.**

1. Part-time assignments shall generally be made on the basis of qualifications on a campus within each of the priorities set forth below unless the District determines the need to apply any of the factors in A-2.
 - a. **Part-time faculty in the department for continuing comparable assignment.** ~~Full-time overload.~~
 - b. **Full-time overload.** ~~Part-time faculty in the department for continuing comparable assignment.~~
 - c. Part-time faculty in the department for increased assignment, with approval of and recommendation of Department Chair and approval of immediate supervisor.
 - d. New applicants.
2. Other assignment factors in addition to qualifications shall include breaks in service, performance during prior service, program needs, and student retention rates.

B. In accordance with the Education Code, part-time faculty are “temporary employees.” Nothing contained in this section nor any article of this Agreement places a legal obligation on the District to provide continuing employment for part-time faculty. Under extenuating circumstances, the Administration has the right to reduce or eliminate a part-time academic assignment at any time during the semester.

1. Unit members who have worked two years or more and who are in a department/discipline on a campus, and are given assignments in the Fall, 1994, seniority in a department/discipline on a given campus shall be based on first date of hire and the number of consecutive semesters without a voluntary break in service thereafter. For all other unit members given assignment in the Fall, 1994, and thereafter, seniority shall be based on the individual unit member’s hiring for a fifth consecutive semester in a department/discipline on a campus in the District: Fresno City College and its satellites, Reedley College (**Madera Center, Oakhurst**) and its

satellites, or the ~~North Centers (Willow/International, Madera, Oakhurst)~~ **Willow International Community College Center**.

2. Unit members who worked prior to January 1, 1997, at both the North Centers **(Willow/International, Madera Center, Oakhurst)** and Reedley College, shall have the combined seniority accrual at Reedley College.
3. Unit members who have ~~performed~~ **worked** only at the North Centers **(Willow/International, Madera Center, Oakhurst)** will accrue seniority **only** at the North Centers **(Willow/International, Madera Center, Oakhurst)**.
4. **Part-Time Faculty members who have established seniority prior to July 1, 2012 will maintain their seniority at those locations.**
5. **Part-Time Faculty members who establish seniority on or after July 1, 2012 will establish their seniority at Fresno City College and its satellites or Reedley College (Madera Center, Oakhurst) and its satellites or the Willow International Community College Center.**

~~46~~. Ties in seniority shall be broken by lot.

~~57~~. District-initiated involuntary breaks in service are those as a result of course cancellation, courses that “do not make,” or the replacement of a part-time employee by a full-time employee (contract or regular employee of greater than 67% FTE) to make load.

~~68~~. Voluntary breaks in service will result in loss of seniority. (Except as otherwise required by law, note Article XIII, Section 4. MATERNITY LEAVE)

Leave necessitated by disability caused by or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, and infant care (up to the balance of the semester within which it occurs following childbirth and up to one additional semester), this will include paternity leave and any other leave by mutual consent of the Federation and the District, shall not be a voluntary break in service and shall not result in loss of previously accrued seniority.

Appropriate supervisors shall maintain lists that establish seniority and on written request shall provide such lists each semester to the Federation.

Section 9. DISTANCE EDUCATION:

- B. Teaching Load Factor: A faculty 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. **This provision shall remain in effect only for the term of this agreement (June 30, 2015).** LGI factors shall apply to distance education courses in the same manner as for traditional courses.

- C. Course Development Factor: A faculty member assigned by the College administration 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. **This provision shall remain in effect only for the term of this agreement (June 30, 2015).**

ARTICLE XIV GRIEVANCE PROCEDURE

Section 4. OTHER PROVISIONS:

- A. **Unit Member Legal Rights**: Nothing contained herein shall be construed as a violation of state or federal constitution laws.
- B. Any grievance which arose prior to the effective date of this Agreement or which does not comply with the terms and requirements of a grievance shall not be processed under this procedure.
- C. Unit members may be represented by the campus grievance chairperson or his/her designee at any conference or at any level.
- D. **Informal Discussion--Oral**: Within ~~twenty~~ **thirty (2030)** days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the Federation's VP for grievance, or designee, shall orally discuss with his/her immediate supervisor during non-teaching hours the alleged grievance. Within five (5) days, the immediate supervisor shall give his/her oral response.

Section 5. FORMAL LEVEL:

D. Level IV--Advisory Arbitration

- (1) Within fifteen (15) work days after receipt of the decision of the Chancellor, the Federation may, upon written notice to the Associate Vice Chancellor, Human Resources, submit the grievance to arbitration under and in accordance with the prevailing rules of the ~~American Arbitration Association~~. **California State Mediation and Conciliation Services**. Only the Federation (exclusive representative) may demand arbitration.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Adopt Resolution Regarding ITEM NO. 13-25
 Classified Employees Week in the State
 Center Community College District

EXHIBIT: Resolution No. 2013-06

Background:

In 1986 with the passage of SB 1152 (Campbell), the California legislature adopted the third full week of May of each year as Classified School Employees Week. Classified employees perform a wide range of essential work, including food services, maintenance and operations, transportation, instructional assistance and paraeducator services, office and clerical work, security, library and media assistance, computer services, and more.

The week of May 19-25, 2013, will be celebrated by districts and employees across the state in recognition of the many contributions classified professionals make to the educational community.

Recommendation:

It is recommended the Board of Trustees adopt Resolution No. 2013-06 declaring the week of May 19-25, 2013, as Classified School Employees Week in the State Center Community College District.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 2013-06**

CLASSIFIED SCHOOL EMPLOYEES WEEK IN CALIFORNIA

WHEREAS, classified professionals provide valuable services to the schools and students of the State Center Community College District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals employed by the State Center Community College District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED, that State Center Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and at State Center Community College District, and declares the week of May 19-25, 2013, as Classified School Employees Week in the State Center Community College District.

PASSED AND ADOPTED on this 7th day of May, 2013, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

Board of Trustees Secretary
State Center Community College District

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: First Reading of District Equal Employment
Opportunity Model Plan

ITEM NO. 13-26

EXHIBIT: EEO Model Plan

Background:

Title 5 requires all school districts adopt an Equal Employment Opportunity (EEO) Model Plan. The State Chancellor's Office requires submission of this plan to its office by June 28, 2013. To that end the district formed an Equal Employment Opportunity Advisory Taskforce. The taskforce is comprised of four district office administrators, one administrator from each college/center, three faculty representatives, and two classified representatives. The committee met with Arturo Ocampo an attorney with Kronick, Moskovitz, Tiedemann & Girard on February 14, 2013. Mr. Ocampo informed the taskforce of the required components of the model plan and provided optional language as well. The taskforce completed individual assignments and then collectively wrote the draft EEO Model Plan. This draft has also been presented to the Chancellor's Cabinet for input and is now being presented to the Board of Trustees for input. The draft plan contains black text which is mandatory for meeting the Title 5 requirements. The blue text is optional language that is being recommended by the taskforce with concurrence of the Chancellor's Cabinet

Following this first reading, the Board of Trustees can provide input for the model plan. The final draft will be presented to the Board of Trustees for approval at the June 4, 2013, board meeting.

Recommendation:

It is recommended the Board of Trustees provide input to the interim associate vice chancellor of human resources by Tuesday, May 24, 2013, to allow for recommended revisions to be brought forward at the June 4, 2013, Board of Trustees meeting. No action is required at this time.



STATE CENTER
COMMUNITY COLLEGE DISTRICT

EQUAL EMPLOYMENT OPPORTUNITY PLAN
2013-2016

Revisions May 2, 2013

Adopted by the Board of Trustees on _____, 2013

Contents

Plan Components

1. Introduction	
2. Policy Statement.....	
3. Delegation of Responsibility, Authority and Compliance	
4. Advisory Committee	
5. Complaints	
6. Notification to District Employees.....	
7. Annual Written Notice to Community Organizations Committees	
8. Training for Screening/Selection	
9. Analysis of District Workforce and Applicant Pool	
10. Analysis of Degree of Underrepresentation and Significant Underrepresentation	
11. Methods to Address Underrepresentation	
12. Additional Steps to Remedy Significant Underrepresentation.....	
13. Other Measures Necessary to Further Equal Employment Opportunity.....	
14. Persons with Disabilities: Accommodations and Goals for Hiring.....	
15. Graduate Assumption Program of Loans for Education.....	

Plan Component 1: Introduction

State Center Community College District is committed to cultivating a welcoming environment for all and takes an aggressive, active approach to ensure equal employment opportunities and to create a culture which fosters diversity as part of the District's core values. By creating an educational experience in an inclusive environment, our faculty, staff and students are prepared to thrive and contribute to a global society. The State Center Community College District Equal Employment Opportunity Plan ("Plan") was adopted by the Governing Board on **(date)**. The Plan must be reviewed and, if necessary, revised every three years. The District shall notify the Chancellor at least 30 days prior to adopting any other amendments to its Plan. The Plan's immediate focus is achieving equal employment opportunity in its recruitment, screening and selection policies and practices pursuant to the applicable Title 5 regulations of the California Code of Regulations (Sections 53000 et. Seq.). The District believes that a diverse workforce achieved through equal employment opportunity results in many benefits for our students, employees, and community at large. To properly serve a growing diverse population, the District will also endeavor to hire and retain faculty and staff who are sensitive to and knowledgeable of the needs of the continually changing student body it serves. This plan reflects a work in progress and is meant to be a living document subject to clarification and revision as the District's diversity goals are met.

Deborah G. Blue, Ph.D.

Chancellor

Plan Component 2: Policy Statements

Board Policy #3420: Equal Employment Opportunity

The Board supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, harmony and respect, and suitable role models for all students. The Board therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program.

The Chancellor shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with the Education Code and Title 5 requirements as from time to time modified or clarified by judicial interpretation.

Board Policy #7100: Commitment to Diversity

The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board recognizes that diversity in the educational and working environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.

Reference CCR Title 5, §53001

- a) *Adverse Impact*: a statistical measure (such as those outlined in the EEO Commission's *Uniform Guidelines on Employee Selection Procedures*) that is applied to the effects of a selection procedure and demonstrates a disproportionate negative impact on any group defined in terms of ethnic group identification, gender, or disability. A disparity identified in a given selection process will not be considered to constitute adverse impact if the numbers involved are too small to permit a meaningful comparison.
- b) *Business Necessity*: circumstances which justify an exception to the requirements of section 53021(b)(1) because compliance with that section would result in substantial additional financial cost to the District or pose a significant threat to human life or safety. Business necessity requires greater financial cost than mere business convenience. Business necessity does not exist where there is an alternative that will serve business needs equally well.
- c) *Diversity*: means a condition of broad inclusion in an employment environment that offers equality and respect for all persons.
- d) *Equal Employment Opportunity*: means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District.

- e) *Equal Employment Opportunity Plan*: a written document that includes specific procedures for ensuring equal employment opportunity.
- f) *Equal Employment Opportunity Measures*: all the various measures by which equal employment opportunity is ensured. Such measures include, but are not limited to, using nondiscriminatory employment practices, actively recruiting, monitoring and taking additional steps consistent with the requirements of section 53006.
- g)
 - (1) *Ethnic Minorities*: American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks/African-Americans, and Hispanics/Latinos.
 - (2) *Ethnic Group Identification*: means an individual's identification in one or more of the ethnic groups reported to the Chancellor pursuant to section 53004. These groups shall be more specifically defined by the Chancellor consistent with state and federal law.
- h) *Goals for Persons with Disabilities*: a statement that the District will strive to attract and hire additional qualified persons with a disability in order to achieve the level of projected representation for that group by a target date established by taking into account the expected turnover in the workforce and the availability of persons with disabilities who are qualified to perform a particular job. Goals are not "quotas" or rigid proportions.
- i) *In-house or Promotional Only Hiring*: means that only existing District employees are allowed to apply for a position.
- j) *Monitored Group*: means those groups identified in section 53004(b) for which monitoring and reporting is required pursuant to section 53004(a).
- k) *Person with a Disability*: any person who (1) has a physical or mental impairment as defined in Government Code, section 12926 which limits one or more of such person's major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment. A person with a disability is "limited" if the condition makes the achievement of the major life activity difficult.
- l) *Projected Representation*: the percentage of persons from a monitored group determined by the Chancellor to be available and qualified to perform the work in question.
- m) *Reasonable Accommodation*: the efforts made on the part of the District to remove artificial or real barriers, which prevent or limit the employment and upward mobility of persons with disabilities. "Reasonable accommodations" may include the items designated in section 53025.

- n) *Screening or Selection Procedures*: any measure, combination of measures, or procedures used as a basis for any employment decision. Selection procedures include the full range of assessment techniques, including but not limited to traditional paper and pencil tests, performance tests, and physical, educational, and work experience requirements, interviews, and review of application forms.
- o) *Significantly Underrepresented Group*: any monitored group for which the percentage of persons from that group employed by the District in any job category listed in section 53004(a) is below eighty percent (80%) of the projected representation for that group in the job category in question.
- p) *Target Date*: a point in time by which the District Plans to meet an established goal for persons with disabilities and thereby achieve projected representation in a particular job category.
- q) *Timetable*: a set of specific annual hiring objectives that will lead to meeting a goal for persons with a disability by a projected target date.

Plan Component 3: Delegation of Responsibility, Authority and Compliance *Reference CCR Title 5 §53002,*

The State Center Community College District is committed to the concept and the principles of equal employment opportunity. To this end The District will implement a comprehensive program to operationalize this concept and these principles into practice, one that applies to every aspect of education and personnel policies, and to practices in employment, development, advancement and treatment of employees, students and the general public.

It is the District's policy to ensure that all qualified applicants for employment and all employees have full and equal access to employment opportunity. To achieve this end, the District will ensure that applicants for employment and all employees are not subjected to discrimination in any program or activity of the District on the basis of ethnic group identification, race, color, national origin, religion, age, sex, physical disability, mental disability, ancestry, sexual orientation, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The District will strive to achieve a workforce that is welcoming to men, women, persons with disabilities and individuals from all ethnic and other groups. Such a workforce will ensure the District provides an inclusive educational and employment environment which fosters cooperation, acceptance, democracy and free expression of ideas.

An Equal Employment Opportunity Plan will be maintained to ensure the implementation of equal employment opportunity principles that conform to federal and state laws.

An Equal Employment Opportunity Plan will be maintained to ensure the implementation of equal employment opportunity principles that conform to federal and state laws.

It is the goal of the State Center Community College District that all employees promote and support equal employment opportunity because equal employment opportunity requires a commitment and a contribution from every segment of the District. The general responsibilities for the prompt and effective implementation of the Plan are set forth below.

1. Governing Board

The Governing Board is ultimately responsible for proper implementation of the District's Plan at all levels of district and college operation, and for ensuring equal employment opportunity as described in the Plan. In carrying out this responsibility, the Governing Board, upon the recommendation of the Chancellor, shall ensure that an Equal Employment Opportunity Officer ("EEO Officer") is designated to oversee the day-to-day implementation of the requirements set forth in this subchapter.

2. Chancellor

The Governing Board delegates to the Chancellor the responsibility for ongoing implementation of the Plan and for providing leadership in supporting the District's equal employment opportunity policies and procedures. The Chancellor shall advise the Governing Board concerning statewide policy emanating from the Board of Governors of the California Community Colleges and direct the publication of an annual report on Plan implementation. The Chancellor shall evaluate the performance of all administrative staff who report directly to him/her on their ability to follow and implement the Plan.

3. Equal Employment Opportunity Officer

The District has designated the Associate Vice Chancellor, Human Resources as its EEO Officer who is responsible for the day-to-day implementation of the Plan. If the designation of the EEO Officer changes before the Plan is next revised, the District will notify employees and applicants for employment of the new designee. The EEO Officer is responsible for administering, implementing, and monitoring the Plan. The EEO Officer is also responsible for receiving complaints filed pursuant to Section 53026 of the California Code of Regulations as described in Plan Component 5; and for ensuring that applicant pools and selection procedures are properly monitored as required by the Plan.

4. Equal Employment Opportunity Advisory Committee

The District shall establish an Equal Employment Opportunity Advisory Committee ("Committee") to assist the District in developing and implementing the Plan. The Committee will act as an advisory body to the EEO Officer and the District as a whole to promote understanding and support of equal employment opportunity policies and procedures. The Committee may monitor equal employment opportunity progress and provide suggestions for Plan revisions as appropriate. Per AR 3420, Equal Employment Opportunity, the Associate Vice Chancellor, Human Resources is designated as the EEO officer charged with overseeing the day-to-day implementation of the EEO plan and program.

5. Agents of the District

Any organization or individual, whether or not an employee of the District, who acts on behalf of the Governing Board with regard to the recruitment and screening of personnel, is an agent of the District and is subject to all the requirements of the Plan.

6. Good Faith Effort

The District shall make a continuous good faith effort to comply with all the requirements of the Plan.

Plan Component 4: Advisory Committee

The District shall establish an Equal Employment Opportunity Advisory Committee to assist in developing and implementing the District's Equal Employment Opportunity Plan. The Committee shall include a diverse membership whenever possible. A substantial good faith effort to maintain a diverse membership is expected. If the District has been unable to meet this requirement, it will document that efforts were made to recruit Committee members who are members of monitored groups.

The Committee will be comprised of full-time faculty, adjunct faculty, classified, administrators, and students:

District Office:

Vice Chancellor of Finance and Administration or designee
Vice Chancellor of Educational Services and Institutional Effectiveness
Associate Vice Chancellor of Human Resources (EEO Officer)
Director of Classified Personnel
Interim Director of Human Resources

Fresno City College:
Administration
Faculty Senate
Classified

Reedley College (Madera Center and Oakhurst Center see below)
Administration
Faculty Senate
State Center Federation of Teachers President/designee
Classified

Madera Center
Administration
Faculty Senate
Classified

Willow International Community College Center
Administration
Faculty Senate

Committee membership will rotate to ensure fluid diversity of membership, and to allow for fresh input. An EEO Committee Chair will be elected by the Committee membership and serve approximately two fiscal years, unless Committee membership deems the need for shorter or longer terms and holds a new election.

The Committee may also assist in promoting understanding and support of equal employment opportunity and nondiscrimination policies and procedures. The Committee may sponsor events, trainings, or other activities that promote equal employment opportunity, nondiscrimination, retention or diversity. The EEO Officer shall train the advisory committee on equal employment compliance and on the Plan itself. The Committee may also make recommendations and provide support to the EEO Officer on the types of training as well as in implementation of events, trainings and other activities to be held.

The Committee shall hold a minimum of two meetings per fiscal year, with additional meetings if needed to review equal employment opportunity and diversity efforts, programs, policies, and progress. When appropriate, the advisory committee may make recommendations to the District, through the Chancellor and the EEO Officer.

Plan Component 5: Complaints

A. Complaints Alleging Violation of the Equal Employment Opportunity Regulations Reference Title 5 CCR Section 53026

The District has established the following process permitting any person to file a complaint alleging that the requirements of the equal employment opportunity regulations (“EEO regulations”) have been violated. The EEO regulations can be found in Title 5 California Code of Regulations, sections 53000, et seq. The EEO regulations have been incorporated into the Plan. Any complaint alleging a violation of the Plan or the EEO regulations may be processed pursuant to these procedures.

1. Written Complaints

Any person who believes that the provisions of the Plan or EEO regulations have been violated may file a written complaint describing in detail the alleged violation(s). All complaints shall be signed and dated by the complainant and shall contain, to the best of the complainant’s ability, the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation(s).

a) Complaints Involving Current Hiring Processes

Complaints involving current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than sixty (60) days after such occurrence unless the complainant can verify a compelling reason for the District to waive the sixty (60) day limitation.

b) All Other Complaints Involving Violations of the Plan/EEO Regulations

Complaints alleging violations that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing.

2. Where to File Complaints

Complaints shall be filed with the Associate Vice Chancellor, Human Resources who is designated as the EEO Officer. If the complaint involves the EEO Officer, the complaint may be filed with the Chancellor. To the extent practicable, a written determination on all accepted written complaints will be issued to the

complainant within ninety (90) days of the filing of the complaint. The EEO Officer will ensure that complaints are promptly and impartially investigated and will forward copies of all written complaints to the State Center Community College District Chancellor's Office upon receipt.

3. Returned Complaints

The District may return without action any complaints that are inadequate because they do not state a clear violation of the EEO regulations. All returned complaints must include a District statement of the reason for returning the complaint without action.

4. Appeals and Minimum Conditions Violations

A complainant may not appeal the District's determination to the State Chancellor's Office, but under some circumstances, violations of the EEO regulations in Title 5 may constitute a violation of a minimum condition for receipt of state aid. In such a case, a complaint can be filed with the State Chancellor's Office, but the complainant will be required to demonstrate that he/she made previous reasonable, but unsuccessful, efforts to resolve the alleged violation at the college and/or district level using the process described in this section pursuant to Section 53026 of Title 5. (See, *California Community Colleges Chancellor's Office Guidelines for Minimum Conditions Complaints* at:

http://extranet.cccco.edu/Portals/1/Legal/Guidelines/Min_Cond_Complaints.pdf.)

5. Complaints Involving Unlawful Discrimination

In the event that a complaint filed under section 53026 alleges unlawful discrimination, it will be processed pursuant to the "District's Discrimination and Harassment Complaint Procedures" as required by Title 5 California Code of Regulations sections 59300, et seq.

B. Complaints Alleging Unlawful Discrimination or Harassment **(Title 5 CCR Sections 59300, et seq. Complaints)**

The District has adopted procedures for complaints alleging unlawful discrimination or harassment. The Associate Vice Chancellor, Human Resources is responsible for receiving such complaints and for coordinating an investigation. Campus complaint officers may be assigned investigation responsibilities. The District's discrimination and harassment complaint procedures can be accessed at the following link [and are attached as appendix](#).

Plan Component 6: Notification to District Employees

The commitment of the Governing Board and the Chancellor to equal employment opportunity is emphasized through the broad dissemination of its Equal Employment Opportunity Policy Statement (see Plan Component 2) and the Equal Employment Opportunity Plan. The Policy Statement will be printed in the college catalogs and class schedules. The Plan and subsequent revisions will be distributed to the District's Governing Board, the Chancellor, each College President, administrators, the academic senate leadership, union representatives, members of the Personnel Commission and members of the District Equal Employment Opportunity Advisory Committee. The Plan will be available on the District's website, and when appropriate, may be distributed by e-mail. The District Office will strive to annually provide all employees with a copy of the Board's Equal Employment Opportunity Policy Statement and written notice summarizing the provisions of the District's Equal Employment Opportunity Plan. The plan will be available at all times on the district website. The Human Resources Department will provide

all new employees with a copy of the Policy Statement and the written notice summarizing the provisions of the District's Equal Employment Opportunity Plan when they commence their employment with the District. The written notice summarizing the provisions of the District's Equal Employment Opportunity Plan will contain the following provisions:

1. A summary of the District's Equal Employment Opportunity Plan.
2. The importance of the employee's participation and responsibility in ensuring the Plan's implementation.
3. A listing where complete copies of the Plan are available.

Plan Component 7: Annual Written Notice to Community Organizations

The Associate Vice Chancellor of Human Resources Office or designee will provide annual written notice to appropriate, diverse, community-based and professional organizations concerning the Plan. The notice will inform these organizations that they may obtain a copy of the Plan by contacting the Associate Vice Chancellor, Human Resources office, and shall solicit their assistance in identifying diverse qualified candidates. The notice will include a summary of the Plan.

Plan Component 8: Training of Screening/Selection Committees

Any organization or individual, whether or not an employee of the District, who is involved in the recruitment and screening/selection of personnel shall receive appropriate training on the requirements of the Title 5 regulations on equal employment opportunity (Title 5 sections 53000, et. seq. of the California Code of Regulations); the requirements of federal and state nondiscrimination laws; the requirements of the District's Equal Employment Opportunity Plan; principles of diversity and cultural proficiency; the value of a diverse workforce; and recognizing bias. Persons serving in the above capacities will be required to receive training within the previous 18 months prior to service on the screening/selection committees. This training is mandatory; individuals who have not received this training will not be allowed to serve on screening/selection committees. The Associate Vice Chancellor, Human Resources or the director of Classified Personnel depending upon employee classification or designee is responsible for providing the required training. Any individual, whether or not an employee of the District, acting on behalf of the District with regard to recruitment and screening of employees is subject to the EEO regulations of Title 5 and the District's Equal Employment Opportunity Plan.

Component #9

Data and Charts will be Added By Tuesday, May 7, 2013

Plan Component 9: Analysis of District Workforce and Applicant Pool

1. Data Collection Requirements

The District Human Resources office will annually survey the District's workforce composition and shall monitor applicants for employment on an ongoing basis to evaluate the District's progress in implementing the Plan, to provide data needed for the reports required by the Plan, and to determine

whether any monitored group is underrepresented. Monitored groups are men, women, American Indians/Alaskan Natives, Asians or Pacific Islanders, Blacks/African-Americans, Hispanics/Latinos, Caucasians, and persons with disabilities.

For purposes of the survey and report, each applicant or employee will be afforded the opportunity to voluntarily identify her or his gender, ethnic group identification and, if applicable, her or his disability status. Persons may designate as many ethnicities as they identify with, but shall be counted in only one ethnic group for reporting purposes. This information will be kept confidential and will be separated from the applications that are forwarded to the screening/selection committee and hiring administrator(s). The District will annually report to the Chancellor the results of its annual survey of employees. This survey will be done for each college in the District. At least every three years the Plan will be reviewed and, if necessary, revised based on an analysis of the ethnic group identification, gender, and disability composition of existing employees and of those who have applied for employment in each of the following identified job categories:

- 1) Executive/Administrative/Managerial
- 2) Faculty and other Instructional Staff
- 3) Professional Non-faculty
- 4) Secretarial/Clerical
- 5) Technical and Paraprofessional
- 6) Skilled Crafts
- 7) Service and Maintenance

2. *Workforce and Applicant Pool Data*

The District's workforce and applicant pools are as follows.

(Insert here tables and/or charts for the District workforce by above job categories. They should show both District-wide and individual colleges numbers.)

(Insert here tables and/or charts for the District's applicant pools by above job categories)

3. *Analysis of Data*

The Data shows.....

(Insert highlights of what data shows, need only be a paragraph or two)

Plan Component 10: Analysis of Degree of Underrepresentation and Significant Underrepresentation

Reference CCR Title 5 §53003(c)(6)

Pursuant to the April 25, 2012 letter from the State Chancellor's Office, the availability data needed to fully complete this section of the Plan has not been developed. Consequently, "districts will not be responsible for parts of the EEO Plan that are dependent upon sound availability data which are pursuant to Title 5 section 53003(c)(7)-(9) and (d)," (see Appendix 1). Because of the lack of sound availability data, the District cannot determine what the projected representation should be, as defined in Title 5 section 53001(k), and is therefore unable to determine if underrepresentation and/or significant underrepresentation, as defined in Title 5 section 5300(n),

exists in any of the identified categories. If the availability data is developed and made available by the State Chancellor's Office, this section will be completed.

Plan Component 11: Methods to Address Underrepresentation
Reference CCR Title 5, §53003(c)(7)

Pursuant to the April 25, 2012 letter from the State Chancellor's Office, the availability data needed to fully complete this section of the Plan has not been developed. Consequently, "districts will not be responsible for parts of the EEO Plan that are dependent upon sound availability data which are pursuant to Title 5 section 53003(c)(7)-(9) and (d)," (see Appendix 1). Because of the lack of sound availability data the District is unable to determine, with the specificity required, whether underrepresentation exists or the degree of underrepresentation that may exist, and cannot therefore identify appropriately tailored methods to address underrepresentation. If this data is made available by the State Chancellor's Office, this section will be completed.

Plan Component 12: Additional Steps to Remedy Significant Underrepresentation
Reference CCR Title 5, §53003(c)(8)

Pursuant to the April 25, 2012 letter from the State Chancellor's Office, the availability data needed to fully complete this section of the Plan has not been developed. Consequently, "districts will not be responsible for parts of the EEO Plan that are dependent upon sound availability data which are pursuant to Title 5 section 53003(c)(7)-(9) and (d)," (see Appendix 1). Because of the lack of sound availability data the District is unable to determine if significant underrepresentation exists and cannot therefore identify where appropriate additional steps to remedy significant underrepresentation may be required. If this data is made available by the State Chancellor's Office, this section will be completed.

Plan Component 13: Other Measures Necessary to Further Equal Employment Opportunity
Reference CCR Title 5, §53003(c)(10)

This EEO Plan is not intended to circumvent any requirements to mutually agree or consult collegially on recruitment and hiring procedures, such as Board Policy 7120, Recruitment and Hiring, Administrative Regulation 7120, Procedures for Recruitment and Employment of College Faculty, and Administrative Regulation 7220, Administrative Recruitment and Hiring Procedures, and other appropriate Board Policies, Administrative Regulations, Personnel Commission Rules, laws or statutes. These documents will be added to this plan as appendices.

The District recognizes that multiple approaches are appropriate to ensure equal employment opportunity and the creation of a diverse workforce. Equal employment opportunity means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the District. Equal employment opportunity should exist at all levels and in all job categories. Ensuring equal employment opportunity also involves creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas and is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination. Furthermore academic excellence can best be sustained in a climate of acceptance and with the inclusion of persons from a wide variety of backgrounds and preparations to provide service to an increasingly diverse student population.

To that end the District shall do the following to increase the diversity of its workforce and to ensure equal employment opportunity. These provisions will be in place henceforth, even if diversity in the makeup of the District's employees is achieved, because these provisions are valuable in maintaining a diverse work force and in ensuring that the District continues to provide for equal employment opportunity in accordance with the policies of the District and federal and state law.

A. Recruitment, Screening and Selection Procedures

The District will ensure equal employment opportunity in its recruitment, screening and selection procedures. In so doing, the District places great emphasis on the recruitment of potential applicants in order to create a diverse pool of qualified individuals from which to hire. With a diverse pool, the District takes steps to allow for the hiring of candidates with varied backgrounds who can contribute and effectively communicate in a diverse community. The equal employment opportunity provisions below are applicable to all full-time and part-time hiring, including any hiring meant to address the ratio of full-time to part-time faculty that may be required by Education Code section 87482.6. The District's recruitment, screening and selection procedures will, at a minimum, include the following provisions:

1. Recruitment

- (a) It is the policy of the District to aggressively pursue a program of verifiable recruitment that is inclusive and open to all individuals. The District shall actively recruit from both within and outside the District workforce to attract qualified applicants for all new openings. This shall include outreach designed to ensure that all persons, including persons from monitored groups, are provided the opportunity to seek employment with the District. The requirement of open recruitment shall apply to all **new** full-time and part-time openings in all job categories and classifications, including, but not limited to, faculty, classified employees, categorically funded positions, the Chief Executive Officer, and all other executive/administrative/managerial positions.
- (b) Recruitment for full-time faculty and educational administrator positions shall be at least statewide and, at a minimum, shall include seeking qualified applicants listed in the California Community Colleges Equal Employment Opportunity Registry and posting job announcements with the Registry.
- (c) Recruitment for part-time faculty positions may be conducted separately for each new opening or by annually establishing a pool of eligible candidates but, in either case, full and open recruitment is required consistent with the Plan.
- (d) Efforts will be undertaken on a regular basis to develop and contact new recruitment sources that ensure diverse pools of candidates.

(e) All recruitment announcements will state that the District is an “Equal Employment Opportunity Employer.”

(f) In-house or promotional only recruitment shall not be used to fill any new opening for any position except when the position is being filled on an interim basis, provided, however, that no interim appointment or series of interim appointments exceed one year in duration. The Chancellor may approve an extension of up to one additional year if the District demonstrates “business necessity” as defined in Section 53001(b) of Title 5. If such an extension is approved the District must notify the Equal Employment Opportunity Advisory Committee and the Chancellor at least ten (10) working days prior to offering the position to a candidate.

(1) Where in-house or promotional only recruitment is permitted, the district shall comply with its established hiring procedures and all district employees shall be afforded the opportunity to apply and demonstrate that they are qualified.

2. Job Announcements

(a) Job announcements shall state clearly job specifications setting forth the knowledge, skills, and abilities necessary to job performance.

(b) For faculty and administrative positions, job requirements shall include a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

(c) Job specifications, including any “required,” “desired,” or “preferred” qualifications beyond the state minimum qualifications which the District wishes to utilize, shall be reviewed by [Associate Vice Chancellor, Human Resources](#) before the position is announced, to ensure conformity with the requirements of this subchapter and state and federal nondiscrimination laws.

(d) All job announcements shall state that the District is an “Equal Opportunity Employment Employer.”

3. Review of Initial Applicant Pools

(a) The application for employment will afford each applicant an opportunity to voluntarily identify his or her gender, ethnic group and, if applicable, his or her disability. This information shall be kept confidential and shall be used only in research, validation, monitoring, evaluating the effectiveness of the District's Equal Employment Opportunity Program, or any other purpose specifically authorized in this subchapter, or by any applicable statute or regulation.

4. Review of Qualified Pools

(a) Once the initial applicant pool is approved, the pool will be screened for minimum qualifications, resulting in a qualified applicant pool. [The qualified applicant pool is composed of those applicants from the initial applicant pool who satisfy the minimum qualifications set forth in the job description.](#)

POSITION QUALIFICATIONS:

The Personnel Commission will: establish essential position qualifications that can be validated as job oriented and as such do not exclude qualified candidates; encourage recruitment procedures that are directed toward the fulfillment of equal opportunity, ensure that examinations are valid, do not have an adverse impact; and ensure that all state and federal laws and administrative regulations are followed regarding personnel functions.

(b) The composition of the qualified applicant pool shall be analyzed to ensure that no monitored group is adversely impacted pursuant to Section 53001(a) of Title 5. If adverse impact is found to exist, the Chancellor or his or her designee shall take effective steps to address the adverse impact before the selection process continues. Such steps may include, but are not limited to:

(1) Extending the deadline and undertaking inclusive outreach efforts to ensure that members of the adversely impacted group have equal opportunity to seek employment with the District;

(2) Including all applicants who were screened out on the basis of any locally established qualifications beyond state minimum qualifications which have not been specifically demonstrated to be job-related and consistent with business necessity through a process meeting the requirements of federal law or which are not among those which the Board of Governors has found to be job-related and consistent with business necessity throughout the community college system.

(c) If adverse impact persists after taking steps required under paragraph (b) above, the selection process may proceed only if:

(1) The job announcement does not require qualifications beyond the statewide minimum qualifications; or

(2) Locally established qualifications beyond state minimum qualifications, if any, are demonstrated to be job-related and consistent with business necessity through a process meeting the requirements of federal law and suitable alternative selection procedures to reduce the adverse impact were unavailable; or

(3) The particular qualifications beyond statewide minimum qualifications which are used in the job announcement are among those which the Board of Governors has found to be job-related and consistent with business necessity throughout the community college system.

(d) The District may not advertise or utilize in future hiring processes for the same position or a substantially similar position any locally established qualifications beyond state minimum qualifications that the district was unable to verify under paragraph (c)(2) above unless such qualifications are so verified in advance of commencing any such future hiring process.

5. Screening/Selection Committee Procedures

(a) Once the qualified applicant pool is approved, the pool will be forwarded to the screening/selection committee for paper screening, interviews, and final recommendations for hiring consideration.

(b) All screening or selection techniques, including the procedure for developing interview questions, and the selection process as a whole, shall be:

(1) Designed to ensure that for faculty and administrative positions, meaningful consideration is given to the extent to which applicants demonstrate a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, **gender identity, sexual orientation**, and ethnic backgrounds of community college students;

(2) Based solely on job-related criteria; and

(3) Designed to avoid an adverse impact, as defined in Title 5, section 53001(a) and monitored by means consistent with this section to detect and address any adverse impact which does occur for any monitored group.

(c) If monitoring pursuant to paragraph (b)(3) above reveals that any selection technique or procedure has adversely impacted any such group, the Chancellor or her/his designee shall suspend the selection process and timely and effectively take steps to remedy the problem before the selection process resumes. The EEO Officer, or other official charged with responsibility for monitoring selection procedures, may assist the screening committee by discussing the overall composition of the applicant pool and the screening criteria or procedures which have produced an adverse impact, provided that confidential information about individual candidates is not disclosed. If adverse impact results from locally established qualifications beyond state minimum qualifications that have not been verified as described in the Plan or replaced with suitable alternatives having a lesser adverse impact, the use of such qualifications shall be immediately discontinued and any applicant eliminated on the basis of that qualification shall be continued in the hiring process. Where necessary, the position may be re-opened at any time and a new selection process initiated in a way designed to avoid adverse impact.

(d) A district may not designate or set aside particular positions to be filled by members of any group defined in terms of ethnic group identification, race, color, national origin, religion, age, gender, disability, ancestry or sexual orientation, or engage in any other practice which would result in discriminatory or preferential treatment prohibited by state or federal law. Nor may a district apply the District's Equal Employment Opportunity Plan in a rigid manner which has the purpose or effect of so discriminating.

(e) Seniority or length of service may be taken into consideration only to the extent it is job related, is not the sole criterion, and is included in the job announcement consistent with the provisions of the Plan.

(f) Selection testing for employees shall follow procedures as outlined in the Equal Employment Opportunity Commission's "Uniform Guidelines on Employee Selection Procedures."

(g) Whenever possible, screening committees shall include a diverse membership which will bring a variety of perspectives to the assessment of applicant qualifications.

(h) Before a person can serve on a selection/screening committee, he or she must receive equal employment opportunity and diversity training.

(i) Notwithstanding any other provision of this division, the Governing Board or its designee shall have the authority to make all final hiring decisions based upon careful review of the candidate or candidates

recommended by a screening committee. This includes the right to reject all candidates and to order further review by the screening committee or to reopen the position where necessary to further achievement of the objectives of the Plan or to otherwise ensure equal employment opportunity. However, a consistent pattern of not hiring qualified candidates from a monitored group who are recommended by screening committees may give rise to an inference that the selections are not consistent with the objectives of equal employment opportunity that are required by the Plan.

6. Applicability to Districts Operating a Merit System for Classified Employees

Pursuant to Education Code Section 88901(d), state laws governing merit systems for classified employees shall not authorize the selection of eligible candidates in circumvention of the “affirmative action programs” (equal employment opportunity programs) of any community college district.

Pursuant to Title 5 section 53027, nothing in the equal employment opportunity provisions of Title 5 shall be construed to conflict with or be inconsistent with the provisions of Article 3 (commencing with Section 88060) of chapter 4 of part 51 of the Education Code which apply to districts operating a merit system for classified employees.

B. Development of a Diversity Program

The District will promote the concept of cultural proficiency. This means to have the skill set and knowledge which allows one to be effective with diverse students, employees and other groups.

To assist in the creation of this change, the district adopts principles of diversity, inclusiveness, equity, and multiculturalism which can make the implementation and maintenance of an effective equal employment opportunity program much easier. To facilitate this change, institutionalizing a diversity program that is well planned out and supported by the leadership of the District can be of great value. Our diversity program shall do the following:

- **Sponsor cultural events and speakers on issues dealing with diversity, such as:**
 - **By December 2013 have a guest speaker make an interactive presentation to the districtwide managers and confidential employees on “cultural proficiency and awareness”**
 - **2013-2014 – Host a variety of speakers across the district to make us more aware of, understand and appreciate the differences of the cultural groups within our local community. This may cover cultural history, the path to Fresno, native dress, traditional dance, storytelling, and foods for groups such as African-American, Armenian, Southeast Asian and Punjabi. This may include guest speakers from underrepresented groups who are in leadership positions and who may inspire students and employees alike.**
- **Explore how to infuse diversity into the classroom and curriculum**
- **Explore methods to create a more inclusive and welcoming campus climate**

- Highlight the district’s equal employment opportunity and diversity policies in job announcements and in its recruitment, marketing, and other publications.
- Review and revise college/district publications and other marketing tools to reflect diversity in pictures, graphics, and text to project an inclusive image.
- Evaluate administrators yearly on their ability and efforts to meet the district’s equal employment opportunity and diversity efforts.
- Ensure that top administrative staff support diversity objectives and that the diversity and/or equal employment opportunity officer position is maintained as a cabinet or other high-level administrative position.
- Seek direct contact with student, professional, community and other organizations that represent the diverse community we serve. These organizations can serve as resources for referring potential candidates.

Plan Component 14: Persons with Disabilities: Accommodations and Goals for Hiring

A. Reasonable Accommodations

Applicants and employees with disabilities shall receive reasonable accommodations consistent with the requirements of Government Code sections 11135, et seq. and 12940(m), section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

The District Human Resources, Personnel Commission Office and college administration are responsible for handling requests from applicants seeking accommodations. For current employees, the Human Resources office provides the legal guidance, but the campus is responsible for handling requests for accommodations from campus employees. The district office and district operations will handle accommodation requests from their employees. Requests can be made by the employee contacting his/her immediate supervisor.

B. Goals and Timetables

Pursuant to the April 25, 2012 letter from the State Chancellor’s Office, the availability data needed to fully complete this section of the plan has not been developed. Consequently, “districts will not be responsible for parts of the EEO Plan that are dependent upon sound availability data which are pursuant to Title 5 section 53003(c)(7)-(9) and (d),” (see Appendix 1). Because of the lack of sound availability data, the District is unable to determine if underrepresentation and/or significant underrepresentation exists in regard to employees with disabilities and cannot therefore identify whether appropriate methods to address underrepresentation are needed. If this data is made available by the State Chancellor’s Office, this section will be completed.

Plan Component 15: Graduate Assumption Program of Loans for Education

The District will take into account system-wide strategies developed by the Board of Governors to encourage community college students to become qualified for, and seek employment as, community college employees. The District will consider strategies to inform students about the opportunity to participate in the Graduate Assumption Program of Loans for Education (GAPLE), when those programs are funded and available.

DRAFT

Discrimination and Harassment Complaints

Filing a Timely Complaint

Since failure to report harassment and discrimination impedes the District's ability to stop the behavior, the District strongly encourages employees and students who believe they are being harassed to file a complaint. The District also strongly encourages the filing of such complaints within 30 days of the alleged incident. While all complaints are taken seriously and will be investigated promptly, delay in filing impedes the District's ability to investigate and remediate.

All supervisors and managers have a mandatory duty to report incidents of discrimination and harassment, the existence of a hostile, offensive or intimidating work environment, and acts of retaliation.

Communicating that the Conduct is Unwelcome

The District further encourages students and staff to let the offending person know immediately and firmly that the conduct or behavior is unwelcome, offensive, in poor taste and/or inappropriate.

Oversight of Complaint Procedure

Each Vice President of Student Services or the Associate Vice Chancellor-Human Resources if at the District Office is the "responsible District officer" charged with receiving complaints of discrimination or harassment, and coordinating their investigation.

The actual investigation of complaints may be assigned to the Vice President of Student Services, Associate Vice Chancellor-Human Resources if at the District Office, to other staff or to outside persons or organizations under contract with the District, and shall occur whenever the Vice President of Student Services or the Associate Vice Chancellor-Human Resources is named in the complaint or implicated by the allegations in the complaint.

Where to File a Complaint

A student, employee or applicant who believes he/she has been discriminated against or harassed in violation of these policy and procedures may make a complaint orally or in writing, within one year of the date of the alleged discrimination or harassment or the date on which the complainant knew or should have known of the facts underlying the complaint.

Discrimination and Harassment Complaints (continued)

If a complainant decides to file a formal written unlawful discrimination or harassment complaint against the District, he/she must file the complaint on a form prescribed by the CCC Chancellor's Office. These approved forms are available for the Vice President of Student Services or the Associate Vice Chancellor-Human Resources and also at the CCC Chancellor's website, www.cccco.edu.

The completed form must be filed with any of the following:

- The Vice President of Student Services or the Associate Vice Chancellor-Human Resources;
- The Presidents, Vice Chancellor-North Centers or Chancellor; and/or
- The Chancellor of the California Community Colleges.

Employee complainants shall be notified that they may file employment discrimination or harassment complaints with the U.S. Equal Employment Opportunity Commission (EEOC) or the Department of Fair Employment and Housing (DFEH). Complaints filed with the EEOC and/or the DFEH should be forwarded to the Chancellor's office.

Any District employee who receives a discrimination or harassment complaint shall notify the Vice President of Student Services or the Associate Vice Chancellor-Human Resources immediately.

Intake and Processing of the Complaint

Upon receiving notification of a discrimination or harassment complaint, the Vice President of Student Services or the Associate Vice Chancellor-Human Resources shall:

- Undertake efforts to informally resolve the charges, including but not limited to mediation, rearrangement of work/academic schedules; obtaining apologies; providing informal counseling and/or training, etc.
- Advise the complainant that he/she need not participate in an informal resolution of the complaint, and that he/she may file a complaint with the Office of Civil Rights of the U.S. Department of Education. The Vice President of Student Services or the Associate Vice Chancellor-Human Resources shall also notify the Chancellor of California Community Colleges of the complaint.

Discrimination and Harassment Complaints (continued)

- Authorize the investigation of the complaint, and supervise and/or conduct a thorough, prompt and impartial investigation of the complaint, as set forth below. The investigation will include interviews with the complainant, the accused perpetrator, and any other persons who may have relevant knowledge concerning the complaint. This may include victims of similar conduct.
- Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes discrimination or harassment giving consideration to all factual information and the totality of the circumstances, including the nature of the verbal, physical, visual or sexual conduct, and the context in which the alleged incidents occurred.
- Set forth the results of the investigation in a written report. The written report shall include a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific finding as to whether discrimination or harassment did or did not occur with respect to each allegation in the complaint, and any other appropriate information.
- Provide the complainant and alleged perpetrator with a copy or summary of the investigative report within ninety days from the date the District received the complaint. The complainant and alleged perpetrator shall also be provided with a written notice setting forth the determination of the Chancellor as to whether discrimination or harassment did or did not occur with respect to each allegation in the complaint; a description of action taken, if any, to prevent similar problems from occurring in the future; the proposed resolution of the complaint; and notice of the parties' rights to appeal to the District's Board of Trustees and the State Chancellor's Office. The results of the investigation and the determination as to whether discrimination or harassment occurred shall also be reported to the alleged perpetrator, and the appropriate academic or administrative official(s). Reports to the complainant shall be prepared so as not to violate any applicable privacy rights of the alleged perpetrator.

Investigation of the Complaint

The District shall promptly investigate every complaint of harassment or discrimination. No claim of workplace or academic harassment or discrimination shall remain unexamined. As set forth above, where the complainant opts for an informal resolution, the Vice President for Student Services or the Associate Vice Chancellor-Human Resources may limit the scope of

Discrimination and Harassment Complaints (continued)

the investigation, as appropriate. The District will keep the investigation confidential to the extent possible, but cannot guarantee absolute confidentiality because release of some information on an as “need-to-know-basis” is essential to a thorough investigation.

Investigation Steps. The District will fairly and objectively investigate discrimination or harassment complaints utilizing the following steps: interviewing the complainant(s); interviewing the alleged perpetrator(s); identifying and interviewing other witnesses, if any; reminding all individuals interviewed of the District’s no-retaliation policy; considering whether any involved person should be removed from the campus pending completion of the investigation; reviewing personnel/academic files of all involved parties; reach a conclusion as to the allegations and any appropriate disciplinary and remedial action; and see that all recommended action is carried out in a timely fashion.

Timeline for Completion. The District will undertake its investigation promptly and swiftly as possible. To that end, the investigator shall complete the above steps, and prepare a written report within 90 days of the District receiving the complaint.

Cooperation Required. All employees are required to cooperate with a District investigation into allegations of discrimination or harassment. Lack of cooperation impedes the ability of the District to investigate thoroughly and respond effectively. However, lack of cooperation by a complainant or witnesses does not relieve the District of its obligation to investigate. The District will conduct an investigation if it is discovered that discrimination or harassment is, or may be occurring, with or without the cooperation of the alleged victim(s) and regardless of whether a complaint is filed.

Discipline and Corrective Action

If harassment and/or discrimination, retaliation occurred in violation of the policy or procedure, the District shall take disciplinary action against the perpetrator and any other remedial action it determines to be appropriate. The action will be prompt, effective, and commensurate with the severity of the offense and calculated to end any discriminatory or harassing conduct. If discipline is imposed, the nature of the discipline will not be communicated to the complainant.

Disciplinary action against faculty, staff and students will conform to all relevant statutes, regulations, personnel policies and procedures, including the provisions of any applicable collective bargaining agreement.

The District shall also take reasonable steps to protect the complainant from further harassment or discrimination and to protect the complainant and witnesses from retaliation as a result of

Discrimination and Harassment Complaints (continued)

communicating the complaint or assisting in the investigation. The District shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties to the extent possible without impeding the District's ability to investigate and respond effectively to the complaint.

Appeals

If the complainant is not satisfied with the administrative determination, he/she may, within ten calendar days, submit a written appeal to the Chancellor. The Chancellor or his/her designee will review the original complaint, the investigative report, the administrative determination and the appeal. The Chancellor or his/her designee may, at his/her option meet with the complainant. If the same, or substantially the same complaint is made by more than one employee against one alleged perpetrator, only one employee, on behalf of him/herself and the other complainants, may process the appeal. The names of all complainants will appear on any documents related to the appeal. The Chancellor or his/her designee will, within ten calendar days render a written decision on the appeal. This written decision will be communicated to the complainant.

If the complainant is not satisfied with the Chancellor's decision, he/she may, within fifteen days, submit a written appeal to the Board of Trustees. The Board shall review the original complaint, the investigative report, the administrative determination, and the appeal. The Board shall issue a final District decision in the matter within 45 days after receiving the appeal. A copy of the decision rendered by the Board shall be forwarded to the complainant and to the state Chancellor's Office. The complainant shall also be notified of his/her right to appeal this decision.

If the Board does not act within forty-five days the administrative determination shall be deemed approved and shall become the final decision of the District in the matter.

The complainant shall have the right to file a written appeal with the state Chancellor's Office within thirty days after the Board issued the final District decision or permitted the administrative decision to become final. Such appeals shall be processed pursuant to the provision of Section 59350 of Title 5 of the California Code of Regulations.

In any case involving employment discrimination, the complainant may at any time before or after the issuance of the final decision of the District, file a complaint with the Department of Fair Employment and Housing. In such cases, the complainant may also file a petition for review with the state Chancellor's Office within thirty days after the Governing Board issues the final decision or permits the administrative decision to become final.

Discrimination and Harassment Complaints (continued)

Within 150 days of receiving a complaint, the District shall forward to the state Chancellor's Office the original complaint, the investigative report, a copy of the written notice to the complainant setting forth the results of the investigation, a copy of the final administrative decision rendered by the Board or indicating the date upon which the decision became final, and a copy of the notification to the complainant of his/her appeal rights. If, due to circumstances beyond its control, the District is unable to comply with the 150-day deadline for submission of materials, it may file a written request for an extension of time no later than ten days prior to the expiration of the deadline.

Dissemination of Policy and Procedures

District Policy and Regulations related to harassment will be made available to all students, faculty members, members of the administrative staff and members of the support staff, and will be posted on campus.

When hired, employees are required to sign that they have received the policy and regulations, and the signed acknowledgment of receipt is placed in each employee's personnel file. In addition, these policies and procedures are incorporated into the District's course catalogs and orientation materials for new students.

Training

By January 1, 2006, State Center Community College District shall provide at least two hours of classroom or other effective interactive training and education regarding sexual harassment to all supervisory employees who are employed as of July 1, 2005. All new supervisory employees must be provided with the training and education within six months of their assumption of a supervisory position. After January 1, 2006, State Center Community College District shall provide sexual harassment training and education to each supervisory employee once every two years.

The training and education required by this regulation shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.

Discrimination and Harassment Complaints (continued)

Training of all staff will be conducted. Training for academic staff should emphasize environmental harassment in the classroom.

In years in which a substantive policy or procedural change has occurred, all District employees will attend a training update and/or receive a copy of the revised policies and procedures.

A training program or informational services will be made available to all students at least once annually. The student training or informational services shall include an explanation of the policy, how it works, and how to file a complaint.

Participants in training programs will be required to sign a statement that they have either understood the policies and procedures, their responsibilities, and their own and the District's potential liability, or that they did not understand the policy and desire further training.

References: Education Code Section 66281.5; Title 5 Sections 59320, 59324, 59326, and 59300 et seq.; 34 C.F.R. Section 106.8(b)

Adopted by Chancellor's Cabinet: August 18, 2008

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Approve Chancellor's
Recommendation Regarding Awarding of
Sabbatical Leaves for 2013-14

ITEM NO. 13-27

EXHIBIT: Article XIV-A, section 7 of the SCFT Bargaining Agreement

Background:

At the April 2, 2013, board meeting, the Board of Trustees approved moving forward with seven sabbatical leaves for the 2013-14 academic year. The collective bargaining agreement between the district and State Center Federation of Teachers mandates the approval process for sabbatical leaves. It is contained in Article XIV-A, Section 7.

Below is a summary of the approval process:

- Each unit member applying for sabbatical leave shall submit a formal application (form no. P-21) to the appropriate committee for sabbatical leaves prior to November 1 of the academic year preceding the academic year of the proposed leave.
- The committee at each college shall consist of the vice president of instruction, acting as chairperson, the division dean or comparable positions, and an equal number of faculty members appointed by the president of the Academic Senate. The vice president of student services will serve as an ex-officio member when considering applications from the counseling student services staff.
- The committee at each institution shall provide the college president with a recommended rank order of leave applications
- This rank order shall be submitted to the chancellor, along with the president's recommendations, if any,
- The recommendations are then presented to the Board of Trustees.

Below is a listing of applications (in alphabetical order) for the seven faculty recommended for sabbatical leaves:

Name	Campus
Mike Dana	FCC
Marianne Dunklin	FCC
Cynthia Elliott	Willow
Kate Fourchy	Reedley
Garrett Masterson	Reedley
Peter Meserve	FCC
Dympna Ugwu-Oju	FCC

Recommendation:

It is recommended the Board of Trustees approve sabbatical leaves for the seven employees listed above for the 2013-14 school year.

**ARTICLE XIV-A
LEAVES WITH PAY**

Section 7. SABBATICAL LEAVE:

- A. Sabbatical leaves shall be granted to unit members, under provisions of the Education Code, for the purpose of carrying out an approved program which will enable the unit member to provide improved service to the District and its students. Consideration will be given to programs which involve an appropriate program of organized study, research, or travel.

- B. Sabbatical leave application, processing, approval, and compensation for unit members for fiscal year 2006-07 and thereafter shall be in accordance with the following provisions:
 - 1. Faculty members may apply for a sabbatical leave during their sixth consecutive year of full-time service, or during their sixth consecutive year of full-time service following a sabbatical leave, such that the faculty member will have completed six consecutive years of full-time service by the beginning of his or her sabbatical leave. After completing a sabbatical leave, a unit member is not again eligible to apply for such leave until he/she has served on a full-time basis for at least six (6) additional consecutive years. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for sabbatical eligibility.

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

 - 3. If an insufficient number of candidates apply, or if an insufficient number of applications are recommended by the Committee for Sabbatical Leave as having met the written criteria for sabbatical leave consideration, the application period will be extended for an additional three (3) weeks. All faculty shall be notified of the extension and reasons for such. If, after the extension an insufficient number still fails to meet the minimum written qualifications, the President may recommend fewer leaves than that number allocated to the college.

 - 4. Leaves granted will be distributed among the various divisions of a college so as not to impair the instructional program.

5. The unit member applying for a sabbatical leave will agree to serve the District for at least two (2) years immediately following completion of the leave. The unit member is expected to complete his or her sabbatical leave as indicated in his or her approved sabbatical leave proposal.
6. Each unit member applying for sabbatical leave shall submit a formal application (Form No.P-21) to the appropriate Committee for Sabbatical Leaves prior to November 1 of the academic year preceding the academic year of the proposed leave. The committee at each college shall consist of the Vice President of Instruction, acting as chairperson, the division dean or comparable positions, and an equal number of faculty members appointed by the President of the Academic Senate.

The Vice President of Student Services will serve as an ex-officio member when considering applications from the counseling student services staff.

The committee at each institution shall provide the college president with a recommended rank order of leave applications which shall be submitted to the Chancellor, along with the president's recommendations, if any, for subsequent presentation to the Board of Trustees.

Applications submitted after the deadline date will be given consideration when accompanied by valid reasons. Valid reasons normally will be limited to government, professional, or academic programs which materialize after the deadline date.

7. Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave will submit to the Committee for Sabbatical Leaves and for distribution among faculty a written report covering the period of the sabbatical. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the committee's evaluation, shall be forwarded through the college president's office to the District Chancellor not later than one (1) semester after return to duty.

If the Committee's evaluation reflects that the sabbatical leave report is unacceptable and/or the terms and conditions of the sabbatical were not fully met, the unit member has one additional semester to rectify the problem. If the evaluation remains "unacceptable" at the conclusion of the semester, the District has the right to reclaim through automatic payroll deduction from the unit member that percentage of the sabbatical stipend that in the Committee's viewpoint reflects the unit member's degree of incompleteness.

8. Compensation while on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal

monthly payments. A sabbatical leave will be counted as service and experience on the salary schedule.

9. Sabbatical leaves may be granted as follows:
 - a. One (1) semester at one hundred percent (100%) of full salary, or
 - b. One (1) full academic year at sixty-five percent (65%) of full salary, or
 - c. Two (2) semesters within three (3) academic years at sixty-five percent (65%) of full salary. If the option of two (2) semesters within three (3) academic years is elected, the service between semesters will be credited toward a subsequent sabbatical.
10. Unit members on a full-year sabbatical may work for outside employers (or themselves) and receive remuneration, so long as the combined income from the District's 65% salary payment and the outside remuneration does not exceed 100% of what the unit member would receive on the regular faculty salary schedule. Any excess amounts shall adjust the District's 65% salary payment downward to maintain the 100% salary figure. Outside income that a unit member previously and regularly received during a school year is not affected by the provisions of this section, which apply only to additional employment that a unit member secures during the sabbatical year. Income that a unit member may receive from an employer as a part of his or her sabbatical leave also is not affected by the provisions of this section. Unit members, on a one-semester leave, upon approval may work for outside employers and receive remuneration if the income was previously and regularly received during the prior two school years. Additional employment must receive prior approval from the Sabbatical Leave Committee.
11. Time on sabbatical leave will count towards retirement. The District shall pay retirement benefits and fringe benefits for the unit member on leave. District paid health and welfare benefits shall end if the employee receives reasonably comparable health and welfare benefits (including dependent coverage) from any other employer.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Public Hearing on Fact Finding Chairperson's
Advisory Recommendations for Resolution
Of Negotiations Impasse Between State Center
Community College District and California
School Employees' Association, Chapter No. 379

ITEM NO. 13-28

EXHIBIT: Fact Finders Report

Background:

As you will recall, the District and CSEA began negotiations on a full contract in June of 2012. In November of 2012, CSEA declared impasse, and as a result the district and CSEA went to fact finding. On April 12, 2013, the advisory recommendations from the neutral fact finder and dissenting and concurring opinions from CSEA (Michael Noland) and the District (Shelline Bennett) were made public.

The meeting will be open for a public hearing with a CSEA representative and a district representative individually making a presentation regarding the fact finding chairperson's advisory recommendations. Following those presentations the floor will be open for comment from any other participants at the meeting. At the conclusion of comments from the audience the public hearing will be closed.

Recommendation:

At this time it is appropriate to open the meeting for comments from the CSEA representative and the District representative and for any additional comments from the audience. No action is required at this time.

**STATE CENTER COMMUNITY COLLEGE DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CH. 379
(CASE NO. SA-IM-3240-E)**

**FINDINGS OF FACT AND
RECOMMENDED TERMS OF SETTLEMENT**

March 5, 2013

FACTFINDING PANEL

Impartial Chairperson:

David G. Miller

Association Representative:

Michael Noland

District Representative:

Shelline K. Bennett

REPRESENTATIVES

For the District:

Eileen O'Hare-Anderson

Liebert Cassidy Whitmore

For the Association:

Terry Flanagan

California School Employees

Association

HEARING DATE:

February 25, 2013

BACKGROUND AND DISCUSSION

The parties to the impasse and, therefore, this procedure are the State Center Community College District ("District" or "Employer") and the California School Employees Association, Chapter 379 ("Association" or "CSEA").

There were no stipulations between the parties; nonetheless, the Chairperson will accept the following representations from the District's Presentation or public sources for purposes of background matters:

The District is a public school employer within the meaning of Government Code Section 3540.1(k).

The Association is an employee organization recognized by the District as the exclusive bargaining representative of a unit of classified employees within the meaning of Government Code Section 3540.1 (l).

The bargaining unit consists of five hundred fifty one (551) employees. A one percent (1%) salary increase for the unit would cost \$246,000. Altogether, the District employs over 2100 employees on a full or part time basis. The District is a merit system district meaning that a three person Personnel Commission determines handles certain personnel procedures for classified employees such as testing, selection, recruitment, classification and disciplinary appeals.

State Center's District Office is located in Fresno; the District operates two colleges—Fresno City and Reedley; it also operates four educational centers – Madera (in Madera), Oakhurst (in Oakhurst), Willow International (in Fresno) and a Career & Technology Center in Fresno. For 2010 the student headcount for all locations and programs numbered 37,578. The primary funding basis for community colleges is based upon the number of Full Time Equivalent Students (FTES); for State Center the most recent FTES count is 26, 478. The State has capped the number of FTES for which it will provide funding in any given school year. The District can choose, and has chosen, to educate more students than the number for which the State is providing funding.

The parties' most recent collectively negotiated agreement was, by its terms, in effect from July 1, 2009 through June 30, 2012. Negotiations for a successor agreement began on June 25, 2012. Impasse was declared on November 27, 2012; mediation did not result in a settlement and the matter was certified for factfinding. The factfinding hearing was held on February 25, 2013.

ISSUES

The issues before the panel are listed in the order of review by this report:

1. TERM OF AGREEMENT.
2. HEALTH AND WELFARE BENEFITS: Premium contributions for medical insurance; retirees; LTD plan changes and new hires.
3. PAY AND ALLOWANCES.
4. WORKING OUT OF CLASSIFICATION: "Personnel office" or "Director of Classified Personnel".
5. CLASSIFICATION STUDIES
6. CSEA RIGHTS: Release time for Association business and training.
7. TRANSFERS-WORK LOCATION [NOTE: This item is the subject of a District objection because it does not appear during mediation or on subsequent CSEA issue statements].

CRITERIA

Pursuant to Government Code Section 3548.2(b) the panel is required to consider, weigh and be guided by all the following criteria:

- (1) State and federal laws that are applicable to the employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the public school employer.
- (4) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in public school employment in comparable communities.
- (5) The consumer price index for goods and services, commonly known as the cost of living.
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits; the continuity and stability of employment; and all other benefits received.
- (7) Any other facts, not confined to those specified in paragraphs (1) to (6), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations.

TERM OF AGREEMENT

We deal with this issue first because the duration of the agreement is critical to the timing for implementation of other recommendations contained in this report. The Association seeks a multiple year agreement with re-openers presumably for salary and benefits. The District is proposing a one year agreement to expire June 30, 2013.

The District argues that the instability of the statewide budget makes a multi-year agreement impractical particularly if the agreement contains a salary increase. Otherwise, the District professes interest in a multi-year agreement in principle.

As a practical matter if the parties settle, ratification will probably take place no earlier than the end of March. Thus, a one year agreement in reality is only a three month agreement. In less than two months the parties will return to negotiate a successor agreement. An additional year restores or helps preserve labor relations stability while the parties work on issues which led to the instant impasse. Further, a longer agreement permits staggered implementation of the recommendations which follow and eliminates the need for re-openers:

Recommendation for Term of Agreement: March 1, 2013 through June 30, 2014.

ECONOMIC ISSUES

This report will deal with Health and Welfare (including retiree medical and LTD) and Pay and Allowances under this heading. Before proceeding to the specifics there are some general considerations to discuss.

GENERAL ECONOMIC ISSUES

Ability to Pay: At the hearing and in its presentation the District repeatedly stated that it was specifically not relying on 'ability to pay' (or 'inability to pay') to defend its positions on economic items. Thus, the panel must look to Government Code Section 3548.2(b) criteria other than "...the financial ability of the public school employer" (§ 3548.2(b) (3)). This approach does not necessarily eliminate the other element of (b) (3) namely,

“...the interests and welfare of the public...” Thus, factors comparing District employees with conditions of employment of public school employees performing similar services and with public school employment in comparable communities will weigh more heavily, along with the “cost of living” (§3548.2(b)(5) and other factors “...normally or traditionally taken into consideration in making findings and recommendations” (§3548.2(b)(7).

District Budget Discretion: Having conceded ‘ability to pay’ the District suggests, in effect, that there is nothing left for the Panel to do because, District counsel argues, the Panel should defer to the District Board’s sound discretion in establishing the budget and its corresponding reserves. There are at least three sound reasons for rejecting the District’s argument:

(1.) Where, as here, the District is not relying on ‘inability to pay’, the District’s argument implies that the factfinding panel’s only remaining task is to bow deeply (defer) to governing board discretion disregarding other statutory factors and disturbing the budgeting decision only if it is found to be “fraudulent, unreasonable or arbitrary”. That argument renders the factfinding process meaningless and creates an impenetrable barrier between the panel and its statutory duty. On economic issues the District’s argument may be translated as follows: “Non-reliance on ‘ability to pay’ absent fraud = rubber stamp”. Instead the process is designed to permit both parties to summarize their positions and supporting and/or opposing rationale for the Panel to review, analyze, and recommend adoption, rejection and/or modification.

(2.) By law our findings and recommendations are just that: recommendations submitted to both parties on an advisory basis. The Panel does not disturb, let alone usurp, the Board's discretion; rather it brings a certain knowledge, expertise and experience to bear on the negotiations and, through its report, advises the parties, leaving them free to exercise their discretion to adopt, reject, or adopt with modifications the Panel's report. The parties' discretion remains intact, untrammelled by EERA factfinding no matter the extent, if any, to which the report differs in recommendations from the Board's initial budgeting decisions.

(3.) The District's cited authority does not support its position. The District relies on a 2003 Factfinding Report from the College of the Sequoias Community College District (Factfinder: Joe Henderson) which, district counsel suggests, supports the proposition that absent fraud, arbitrariness or unreasonableness the District Board's discretion in establishing budget reserves is sacrosanct. The District's reliance is misplaced for at least three reasons: (a) The rule for which the District argues here appears at page 20 of the Sequoias Report; however, the language is part of the District's Position and Arguments which begin on page 6 and continue to page 26. Such rule is not part of the Panel's findings and Recommendations. (b) In the Sequoias Report the Factfinder found in favor of the Association's positions and against the District on the critical economic issue (Sequoias Report, pps. 30-31). (c) The Chairperson does not consider Factfinding Reports from other districts to constitute binding precedent for different districts and employee organizations. While such reports may be instructive and informative, they are typically unique to the involved parties and their own negotiating patterns, history and agreements.

In summary, the Chairperson will make appropriate economic findings and recommendations and the parties remain free to apply their discretion by accepting, rejecting, or accepting with modifications these recommendations.

BUDGET AND THIS YEAR'S NEGOTIATING HISTORY

Like most California public school districts, State Center built its 2012-2013 Budget based upon then current projections for the State Budget and its projected impact on K-14 school districts. The District prudently planned for the real possibility of mid-year 'trigger cuts' which would be necessary if neither of the school funding initiatives on the November 2012 ballot passed. The District's initial proposals to the Association reflect these potentially dire straits by proposing, among other items, a salary schedule reduction of nine percent (9%) for current employees, ten percent (10%) for new employees.

California voters approved Proposition 30 in November eliminating the immediate need for drastic budget cuts. The District's 2012-13 salary proposal on November 27, the first session following the election, still called for a 1.15% pay reduction utilizing unpaid furlough days; the Association declared impasse that same day. The District argues that it made substantial movement, indeed concessions, by progressing from a 9% pay cut to a 1.15% pay cut. Normally, such indeed represents substantial movement. Here, however, absent extraordinary conditions which do not apply, it's a non-factor because such movement was inevitable after Proposition 30

passed and relieved the immediate pressure and justification for dramatic reductions.

Although ability to pay is not at issue, note must be made of the District's Budget Reserves. The Association couched the Reserves in terms of Net Ending Balance arguing that the District's Net Ending Balance of \$39, 418,919 out of approximately \$160,000,000 in expenditures amounted to a Reserve of 24.8%, well above the Chancellor's recommended Reserve of 5% and Board Policy's recommended Reserve of 6%. According to the Association, the District's Balance ranks it 12th among all California community college districts.

In response the District argues that most of the Net Ending Balance is already encumbered and that the suggestion of a 24.8% Reserve does not accurately reflect the District's Budget commitments. The District's ending balance as of June 2012 amounted to \$38, 353,127 and its projected ending balance as of June 2013 is estimated at \$34, 703, 813, a projected decline of \$3,649,314. For purposes of this discussion I will refer to the District's numbers because they formed the basis for the District's Reserve analysis and for the District's testimony and, as numbers, are not seriously questioned by the Association. Edwin Eng, Vice Chancellor, Finance and Administration testified credibly and with expertise. He noted that the Unrestricted Fund Balance contained monies already allocated or restricted by Board Policy. For example, according to Eng, lottery monies listed at about \$4,000, 000 (but are actually closer to \$6,000,000) are restricted in use by Board Policy. Another \$23,000,000 represents prior and current commitments to individual colleges and centers for maintenance, deferred maintenance and other local projects. Because of economic uncertainty the colleges and centers have not spent down these allocations since 2008 and,

indeed, the individual amounts have grown since 2008. Notably the Reedley College allocation which was \$4.8 million in 2008 now stands at \$8.8 million. The Fund also contains the Board required 6% reserve at a little over \$10,000,000.

After allocations, lottery monies and required reserve for contingencies are subtracted it still leaves an estimated \$5,287,039 or 3.15% which is unallocated and unencumbered. This unallocated amount has been as high as \$12.5 million in 2011 and the current amount is less than one-half the amount of two years earlier.

The District has established a pattern of conservative budgeting. This, in turn, permitted the District and its employees to avoid layoffs over the past four years when other districts made substantial personnel reductions in order to cope with the prolonged downturn in the economy and related reductions in monies available for State and local budgets. Proposition 30 temporarily rescued districts from the need for continued dramatic reductions this year by restoring monies previously cut from district budgets. However, Proposition 30 is based upon tax increases which will sunset in the next four to seven years and did not grow school funding but, instead, restored it to a certain level. There is no requirement that the Legislature provide additional funds on top of Proposition 30; thus, growth prospects remain cloudy. Finally, while the bargaining unit has not received a salary increase since 2008 (although some employees not at the top of their salary range received incremental step increases during) it cannot be seriously argued that compensation is not a priority-- personnel expenses account for 91% of the District budget. Even for school districts 91% is a high number. Most districts utilize between 80 and 90% of their budgets for employee

compensation in the form of salary, health and welfare contributions and retirement.

HEALTH AND WELFARE BENEFITS

The District currently contributes \$1029 monthly toward the payment of group medical premiums. The District's contribution has not increased since 2009. The District also provides dental insurance, vision insurance, life insurance and long term disability insurance; these latter insurances are provided at no cost to the employee. Additionally the District contributes to premiums for retiree medical insurance.

The Association is proposing fully paid premiums. The District is proposing status quo. Of the 457 classified employees participating in group medical insurance, 290 are enrolled in the Moderncare PPO and pay \$17 monthly toward the payment of premiums. The other classified employees are enrolled either in Health Net or Kaiser plans.

Typically premiums increase effective October 1. Consistent with prudent budgeting the District negotiated and has maintained a cap on its contribution. The Association is proposing to remove the cap and receive, on behalf of its members, fully paid medical insurance. The cost of premium increases for health insurance is unpredictable and it is not consistent with the public welfare for the District to write a blank check by removing the cap.

For medical insurance the District's contribution falls on the lower end of districts with which it compares.¹ For example, College of Sequoias now contributes \$1178.50 per month; Merced pays the full cost. The latest

¹ Such districts are community college districts comprising the Central 14 and are Allan Hancock, Cabrillo Cuesta, Gavilan, Hartnell, Kern, Merced, Monterey Peninsula, San Joaquin Delta, College of the Sequoias State Center, West Hills, West Kern and Yosemite.

figure for Kern is \$1158 per month which increased October 2012 pursuant to negotiated factors. Monterey Peninsula contributes \$1213.83 per month. San Joaquin contributes full cost of the composite rate for Blue Cross or Kaiser. Yosemite paid full costs between 2009-2012. Cabrillo provides an annual stipend for medical, dental, life and disability on a three-tier basis: \$751.57 (employee only), \$1459.67 (employee + one),² and \$2011.37 (employee + family). Hartnell provides full coverage for employee only and pays 95% of the premium for family coverage; those amounts stated monthly are \$573, \$1115.39 and \$1440.73 respectively.

Based upon the above comparisons, State Center can do a little better in this area without substantially depleting its reserve amounts. The District has contracted for two percent (2%) annual adjustments for certain retiree medical plans so that number is consistent with the Chairperson's recommendation of a 2% increase for active employees on October 1, 2013. That increase will cost the district approximately \$84,646 for the balance of the 2013-2014 year and, if unchanged the following year, \$112,861 for the entire 2014-2015 year. The total over the two years equals \$197,507 and leaves \$5,089,532 remaining in the "unallocated reserve."

Recommendation for Health and Welfare: Effective October 1, 2013 the District cap shall be increased by 2% to \$1049.58 monthly.

HEALTH INSURANCE FOR RETIREES

The District provides four different options for retirees to continue with the District's medical insurance. Depending upon age of retirement and date of hire a retiree receives \$2400 annually, \$2008.08 annually (this

² State Center's contribution appears based upon a composite rate which typically compares to the "employee plus one" rate in a three tier plan; that rate is my reference point when comparing with Cabrillo and Hartnell.

amount represents a contribution level which has increased by 2% per year at least since 2000 and will continue to do so) or \$8, 643.60 annually (70% of then current District contribution for active employees).

The District proposes to cease contributing to retiree health insurance for new hires. The Association proposes to maintain the current program.

Most of the comparable districts provide one or more programs of retiree medical insurance with eligibility based upon date of hire and years of service. In most programs district contributions end at age 65 or with Medicare eligibility. Districts such as Hancock, Sequoia, Gavilan, Hartnell and Kern pay the same premium contribution for retirees as for active employees. Cabrillo pays the full cost for the plan the employee was enrolled in at time of retirement; if the retiree switches plans he/she pays the difference.

Here, the District pays relatively limited amounts with the exception of the one plan at 70% of active employees' premium. Those plans with the 2% annual escalator are still reasonably priced insofar as the District's contribution. Stated otherwise, the District has, for the most part, stayed away from the pitfall of fully paid benefits for life for its retirees. The one exception is contained in the option for which the District currently pays \$2008.08 per year; an employee who retires under that option and has worked for the District 20 full time consecutive years is eligible for lifetime contributions.

On the basis of the District's current protections the Chairperson is not inclined to recommend eliminating new hires. However, some of the

open-ended provisions of the retiree medical program are unpredictable in eventual costs and should be closed to new hires.³

Recommendation for Retiree Health Insurance: The benefit should remain available for eligible new employees.

For employees hired on or after July 1, 2013 the provisions for a 2% escalator and eligibility for lifetime benefits should be eliminated.

LONG TERM DISABILITY INSURANCE

The District currently provides a self-insured program of disability insurance (LTD) beginning after the 90th day of disability or the end of sick leave pay whichever occurs later. Eligible employees under the program receive 66 and 2/3 % of salary up to age 65. The District estimates its potential liability for current claims may reach \$2.3 million.

The District proposes to convert from self-insurance to an outside vendor plan which would provide 60% of salary up to a monthly maximum of \$5,000. The District proposes to eliminate District paid LTD for new hires; instead they may purchase the insurance at their own expense. The District's assertion that carriers will no longer write a plan for 66 and 2/3 % and that 60% is now the standard is uncontradicted.

The Association proposes to retain the status quo, arguing only that it opposes the two-tier approach.

Of the comparable community college districts, six provide LTD through an outside vendor, two have a cap on the District's contribution and

³ Case law suggests that aspects of public sector retirement programs vest once an employee begins work and, therefore, negotiators tend to focus retirement program changes on new hires. While some, including the Chairperson, may question the continuing validity of such legal theory that debate is irrelevant here because the District's proposal is limited to new hires.

two participate in SDI, one at the employee's sole expense. Two others provide no LTD coverage.

Were the District seeking only to change the carrier without plan changes and with little if any change in administrative procedures, the issue might not be negotiable. But where, as here, the conversion from self-funding to an outside carrier comes with changes in the plan specifications, the matter is negotiable. The District's concern with long term self funded exposure provides a legitimate rationale for recommending the District's proposals.

Recommendation for Long Term Disability: As soon as practicable following ratification the District may contract with an outside vendor for a Long Term Disability Plan providing 60% of salary up to a maximum of \$5000 monthly.

Employees hired on or after the effective date of the plan change shall not be eligible for District paid Long Term Disability. After three years of employment they may participate in the plan by paying 100% of the applicable premium.

PAY AND ALLOWANCES

The Association proposes a salary increase of COLA plus 2% effective July 1, 2013. The District is proposing status quo on wages.

Neither party presented significant evidence on comparability of salary schedules. Like State Center a number of comparable districts have gone without salary increases for 3 to 4 years. Comparability in the classified area is frequently difficult because of variations in titles, job descriptions and duties from district to district. Nonetheless, a quick review of some similar job titles and salary schedules establishes that the State

Center salary schedule compares favorably with other comparable district salary schedules.

The District also expressed serious reservations about spending additional monies in light of the still uncertain future of the State's budget and economy for years following 2012-13.

The District points out that the most recent CPI is 0.4% for the month of January 2013; however that is a one month CPI. Bargaining unit employees have gone over four years without a raise and the CPI increase for that period exceeds 4%. The District does not deny that it has the ability to pay for a salary increase. An uncertain future, favorable comparisons and the Reserve source of funds militate against an ongoing salary increase. But the District has the resources to provide unit employees with some economic relief.

Recommendation for Pay and Allowances: No later than December 1, 2013 the District shall provide each bargaining unit member with an off schedule one-time payment in the gross amount of three percent (3%) of current salary.

ECONOMIC SUMMARY

As indicated under Health and Welfare, the cost for a 2% increase to the health insurance cap costs \$197,507 when extended through June 2015. A one time wage payment of 3% costs approximately \$738, 000. Thus through June 30, 2015 the cost of these recommendations totals \$935,507. When subtracted from the District's unallocated reserve there remains \$4,351,532 in the District's "unallocated reserve". The unallocated reserve represents an amount over and above the District's 6% reserve for contingencies and does not touch the carry-over monies which the District is holding for individual college and/or center needs. Further, except for the

medical insurance premium recommendation, the recommended monies are a one-time expenditure consistent with the one-time nature of district reserves. The Chairperson does not wish to be facetious and he recognizes that other claims, including those of teaching employees, police and administration, may be made against the "unallocated reserve"; but if, theoretically, the health insurance increase of \$112, 861 remained the only claim on the balance of the unallocated reserve, that reserve would be dissipated in thirty-eight and one-half (38 ½) years.

WORKING OUT OF CLASS AND CLASSIFICATION STUDIES

Article 33 Section 8 of the expired agreement provides for assignment to out of class duties, compensation for working out of class and further provides, "If doubt exists concerning any particular classification, the personnel office will clarify what is and what is not within classification." The Association proposes to delete the reference to "personnel office" and substitute "Classified Director of Personnel." The Association argues that some employees have been directed to work out of class but been denied a contractual (and statutory) pay adjustment because the personnel office determined that the work was not actually "out of class".

Article 36 covers classification studies and reads, in its entirety, as follows: "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." The Association proposes to delete this article because there have been no classification studies over a long period of years.

In a letter to the Personnel Commission CSEA argued that ideally a classification study should be done at least every five (5) years but the contract language gives the District and the Association authority to withhold agreement and prevent a classification study from proceeding. In November 2012 agreement was reached to conduct a classification study rendering the Association's proposal temporarily moot.

A comprehensive classification study should strengthen job descriptions and delineations improving employees' arguments when they assert that they have been working out of class under Article 33. There should be more certainty on behalf of employees and supervision when an employee is assigned to work out of class so that the employee is properly paid and the District does not run the risk of failing properly to pay for such work.

Other Districts have negotiated more comprehensive contract provisions on working out of class and classification studies. Here, the spartan nature of both parties' proposals on this subject matter does not signal that a full blown comprehensive article is currently necessary.

The use of the personnel office as opposed to the Classified Director of Personnel is a management right. While the designation may be impacted by Education Code provisions governing merit systems that is for another forum to decide. Suffice to say the Chairperson is not comfortable reassigning management duties as part of this process.

Recommendation for Working Out of Class and Classification Studies: Article 33 Section 8 shall remain unchanged except as follows: The first sentence of subparagraph B should be amended to read: "A unit member shall work out-of-class only when directed to do so *in writing* and

is therefore required to perform duties inconsistent with the duties for their assigned position.”

Article 36 shall remain unchanged. At some point the parties may wish to consider a more comprehensive approach to classification studies.

CSEA RIGHTS

The Association proposes that the District provide it with fifty (50) days per year of release time for Association business, training and conferences. The fifty days would be in addition to the EERA release time already provided for negotiations and grievance handling.

The District proposes no additional release time arguing that it already provides or has provided such release time and that the matter may not be within the scope of representation.

Indeed it appears the District has a history of being generous with release time. In *State Center Community College District and CSEA Chapter 379* (2008) 33 PERC ¶ 28 an Administrative Law Judge made the following finding: “Since at least 1986, the District has released employees, selected by Association membership, to attend the CSEA annual conference as delegates...In recent years, Chapter 379 has sent five to seven delegates.”

Additionally, the District is close to correct when it asserts that the matter is non-negotiable. This is so because Education Code Section 88210 mandates that the District grant such time upon request; stated otherwise, the District has no choice in the matter. The flip side to the mandate upon the District is the mandate upon the Association to reimburse the District for such time off. As a general rule Education Code mandates cannot be modified through negotiations.

Further, the Chairperson believes that, particularly in questionable economic times, the District should not be expanding the amount of time it pays employees for not working for the District.

Recommendation for CSEA Rights: No change in current language.

TRANSFERS-WORK LOCATION

The Association proposes to modify Article 22 which defines work locations and work sites for purposes of transfers and mileage between work sites. The parties earlier reached a partial tentative agreement modifying some time factors in Article 22.

The Association expressed some concerns about the naming and description of work locations to the extent that District plans might defeat certain transfer conditions as well as claims for mileage. The Article did not appear at mediation or in the Association's statement of issues for factfinding. On that basis the District objected to its being considered by the Panel.

The parties prepared comprehensive and detailed presentations in connection with most issues before the panel; but not so for Article 22. In the Chairperson's opinion it would do a disservice to the process to permit the Association to introduce it as a surprise at the hearing. Accordingly, the Chairperson sustains the District's objection and does not consider Article 22 to be a proper subject for findings and recommendations at this time.


Nonetheless, the Chairperson urges the parties to work this one out so that the Article can operate in much the same way it has appeared to work in the past.

GENERAL

Items previously listed as tentative agreements should also be included.

Dated: March 5, 2013

Respectfully Submitted


David G. Miller, Chairperson

Michael Noland, CSEA Representative

Concur () Dissent ()
Concur in part; dissent in part(x)

Shelline K. Bennett, District Representative

Concur () Dissent ()
Concur in part; dissent in part(x)

GENERAL

Items previously listed as tentative agreements should also be included.

Dated: March 5, 2013

Respectfully Submitted

David G. Miller, Chairperson



Michael Noland, CSEA Representative

Concur () Dissent ()
Concur in part; dissent in part (x)

Shelline K. Bennett, District Representative
Concur () Dissent ()
Concur in part; dissent in part ()

Dissent to Fact-finding Panel Recommendation
PERB Case No: SA-IM-3240-E

The Association Panel member respectfully submits the following concurrence and dissent of the "Recommendation of the Neutral Panel Member or a Majority Thereof" as follows:

Recommendation #1: Term of Agreement

The Association Panel Member concurs with the term of the Agreement recommended by the Neutral Panel Member.

Recommendation #2: Health & Welfare Benefits

The Association Panel Member disagrees with moving the "cap" to \$1,049.50 effective October 1, 2013 for unit members receiving Health and Welfare benefits. Given the financial condition of the District, the Association Panel Member recommends the District move the "cap" to cover the full cost of the Kaiser High plan.

The Association Panel Member concurs with the Neutral Panel Member regarding health insurance for retirees.

The Association Panel Member disagrees with the Neutral Panel Member regarding the LTD (Long Term Disability Insurance). The Association Panel Member recommends changing the plan to fully insured, however, the Association Panel Member recommends locating a LTD plan that covers 66 2/3 of salary and continue to include new employees in the plan.

Recommendation #3: Pay & Allowances

The Association Panel Member agrees with the Neutral Panel Member of a 3% pay increase, however, this Panel Member recommends the increase be placed on the classified salary schedule effective July 1, 2013.

Recommendation #4: Working Out of Classification

The Association Panel Member disagrees with the Neutral Panel Members' recommendation to leave Article 33 Section 8 unchanged except requiring the employee to receive in writing directives to work out of class. The Neutrals Panel Members' recommendation does not address the issues that have occurred due to the current language. The Association Panel Member recommends changing the language from Personnel Office to Classified Director of Personnel.

Recommendation #5: Classification Studies

The Association Panel Member disagrees that Article 36 should remain unchanged. Testimony was clear at the hearing, the way the language is written, classification studies could be delayed indefinitely. The Association Panel Member recommends Article 36 be stricken.

Recommendation #6: CSEA Rights

The Association Panel Member disagrees with the Neutral Panel Members' recommendation of no change to Article 7. As release time is a mandatory subject of bargaining per (PERB Case No. SF-CE-36, San Mateo Elementary Teachers Association, CTA/NEA v. San Mateo City School District) and addressed in Education Code 88210 (recent legislation). The Association Panel Member recommends 50 days of release time to be utilized by the Association for Union business.

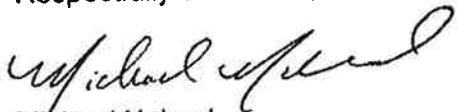
Recommendation #7: Transfers-Work Location

The Association Panel Member disagrees with the Neutral Panel Member as it relates to Article 22. The Association Panel Member recommends at a minimum that Article 22 remains status quo ante as it existed prior to negotiations.

Summary:

After reviewing the record of evidence and testimony introduced at the hearing, it is clear the District is withholding monies that could be utilized to enhance the pay and benefits of the classified bargaining unit. The District asserted at the hearing that much of its 24.8% reserves were spoken for with projects that have been on hold, however, the District produced not one piece of evidence to support its claim. Given the stable financial condition of the District, there is no reason that the economic issues should not have been able to be settled.

Respectfully submitted,



Michael Noland
Association Appointed Panel Member

GENERAL

Items previously listed as tentative agreements should also be included

Dated: March 5, 2013

Respectfully Submitted

David G. Miller, Chairperson

Michael Noland, CSEA Representative

Concur () Dissent ()
Concur in part, dissent in part ()



Shelline K. Bennett, District Representative

Concur () Dissent ()
Concur in part, dissent in part

See Attached

State Center Community College District and
California School Employees' Association, Chapter 379
(Case No. SA-IM-3240-E)

District's Representative to Factfinding Panel
Shelline K. Bennett

Concurring and Dissenting Opinion to the Findings of Fact and Recommended Terms of Settlement:

As the representative of the State Center Community College District (SCCCD or District) to the Factfinding Panel, I concur with some portions of the Findings of Fact and the Recommended Terms of Settlement (the Report). There are several significant points, however, with which I disagree, and for that reason, I am providing this concurring and dissenting opinion.

I. Term of Agreement

Although the points made in the Report justifying the recommended term of the Agreement extending through June 30, 2014 are well taken, I dissent with the recommendation. Due to various issues related to uncertainty and instability of the state-wide budget, a multi-year Agreement is currently impractical. The District and CSEA can return to the table in a few short months and begin negotiating a successor Agreement, and hopefully at such time or following the same, some sense of financial stability is ascertained.

II. Health and Welfare Benefits

A. Premium Contributions For Medical Insurance

As the District's witnesses showed, the District's ending fund balances are significantly encumbered. The District's unallocated ending fund balance is just over \$5 million. There are already demands on those funds well in excess of \$5 million. These include health and safety repairs to the District's facilities, replacing essential equipment and supplies, and other dire needs that the District has deferred for several years.

In addition, there is still significant uncertainty that exists in the state budget, including the temporary nature of Proposition 30 and Prop 30's significant reliance on personal income tax revenues, which are concentrated in the highest 1% of income earners in the state. Given this backdrop, it is imprudent to recommend that the District undertake additional ongoing personnel costs.

Moreover, the District still has a structural deficit: it is spending more money each year than it receives in revenues. The state will be deferring in excess of 40% of its revenues as

compared to last year. The District will be forced to rely on its ending fund balances to help it weather these continuing fiscal storms.

Accordingly, I dissent from the findings and recommendations that the District increase the cap on the District's contribution to the Health and Welfare benefits. It is simply not in the District's best interests to increase its maximum contribution (cap) at this time.

B. Retirees

Similarly, the finding that the District continue retiree medical benefits for new employees is neither fiscally sound nor financially prudent. The findings of fact and recommendations significantly underestimate or ignore the ongoing cost of this benefit. The District must eliminate this benefit for new employees as a sustainability item. The annual payment due for this liability for the 2012-2013 fiscal year for existing employees is \$1,176,530. This amount increases annually, and in fiscal year 2034-2035 will exceed \$2.6 million. The amount this figure will increase is, of course, unknowable, and depends on the number of new employees, who will retire, when, and how long they will live after retirement. It is a certainty, however, that this is a significant ongoing expense and liability to the District. Accordingly, I must dissent from the findings of fact and recommendation regarding retiree health care benefits.

C. LTD – Plan Changes and New Hires.

I concur with the findings of fact and recommended terms of settlement regarding LTD.

III. Pay and Allowances

As with the findings of fact and recommendations regarding the health and welfare cap and the retiree medical benefits, I cannot support the finding regarding the proposed 3% pay increase.

The recommended payment is a one-time, off-schedule payment to employees. The cost of this recommendation approaches \$750,000. This is 1.4% of the District's unallocated, unencumbered ending fund balance. This is still not fiscally prudent or consistent with the long-term financial stability of the District. Accordingly, I dissent from the findings of fact and recommendation regarding a one-time, off-schedule payment to unit members.

IV. Working out of Classification

I generally concur with the findings of fact and recommended terms of settlement regarding working out of class; however, I dissent with the recommendation to revise Article 33,

section 8, subparagraph B which adds the words "in writing", as this was not raised as an issue by either the District or CSEA during negotiations or at the hearing nor were examples provided that an "in writing" requirement was needed.

V. Classification Studies

I concur with the findings of fact and recommended terms of settlement regarding classification studies.

VI. CSEA Rights – Release Time for Association Business and Training

I concur with the findings of fact and recommended terms of settlement regarding CSEA release time.

VII. Transfers – Work Location

I generally concur with the findings of fact and recommended terms of settlement regarding transfers – work location; however, based on the practicalities of the various campuses/sites and a District center no longer being in existence, and as indicated in the District's third revised Last, Best, and Final proposal, the changes to Article 22, section A, should be: "Fresno City College; District Office (multiple sites); Reedley College (includes Willow International, Madera Center, and Oakhurst)", as it was understood by the District that this was agreed to by CSEA since it had not been raised by CSEA as an issue in its request for determination of impasse filed with PERB, at the mediation of this matter, nor in its fact finding statement of issues.

Conclusion

The findings of fact and recommendation recites that the cost of the recommended economic items equates to \$ 939,537.00. This figure does not include the continuing, ongoing, and significant increased cost of providing retiree medical benefits for new employees.

The District largely concurs with the findings, which recognize that the District is facing an on-going and serious fiscal crisis requiring that the District contain its costs. The District appreciates the Panel's consideration of the above factors.

Dated: 3-12-13


Shelline K. Bennett

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Appoint Dean of Instruction ITEM NO. 13-31
 Willow International Community College Center

EXHIBIT: None

Background:

As a result of Kelly Fowler being appointed to the position of Vice President of Instruction and Student Services, Willow International Community College Center, the district conducted a nationwide search. The position for dean of instruction was posted on December 6, 2012. The Search Advisory Committee was composed of 12 people, consisting of four administrators, five faculty, and one classified employee. The district received 35 applications. Seven applicants were invited to interview with the Search Advisory Committee. Four candidates declined the interview. Three candidates were forwarded to campus president and to the chancellor for interview.

Dr. Thomas Mester is being recommended for the position of Dean of Instruction, Willow International Community College Center. Dr. Mester has been serving as the interim dean of instruction & technology since April 2011. Prior to his interim assignment, Dr. Mester served as a biology instructor at the North Centers for ten years. During his tenure with the district he has served as a mentor to an intern. Dr. Mester also taught as an adjunct instructor for the North Centers. Prior to coming to State Center Community College District, Dr. Mester was the manager of field research for ABC Laboratories, Madera for three years. Dr. Mester held several other field research manager positions in Michigan and Georgia. Dr. Mester earned his Ph.D. in Agronomy from the University of Wisconsin, Madison, and earned his M.S. in Crop Science from North Carolina State University, Raleigh. Dr. Mester has two B.S. degrees; one in Agriculture from the University of Wisconsin, Madison, and the other in Anthropology/Zoology from the University of Michigan, Ann Arbor.

Recommendation:

It is recommended that the Board of Trustees appoint Dr. Tom Mester as Dean of Instruction, Willow International Community College Center, with placement on the management salary schedule at range 62 Step 8 (\$133,694/annually) effective May 8, 2013.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: May 7, 2013

SUBJECT: Consideration to Appoint Associate
Vice Chancellor of Human Resources

ITEM NO. 13-32

EXHIBIT: None

Background:

As a result of the retirement of Randy Rowe, Associate Vice Chancellor, Human Resources, the district conducted a nationwide search using the recruitment services of the Association Community College Trustees. The position for Associate Vice Chancellor of Human Resources was posted on March 4, 2013. The Search Advisory Committee was composed of 16 people, consisting of five administrators from the district, one administrator from West Hills College, four faculty, four classified employees, one confidential employee, and one board member. The district received seven applications. Three applicants were invited to interview with the Search Advisory Committee. One candidate eventually declined due to gaining employment elsewhere. Two candidates were interviewed by the Search Advisory Committee and invited to be finalists. The two candidates participated in the forums, were interviewed by the direct reports, the Chancellor's Cabinet, the chancellor in addition to the interviews by the Board of Trustees and chancellor.

Ms. Diane Clerou is being recommended for the position of Associate Vice Chancellor of Human Resources. Diane Clerou has served as the interim associate vice chancellor of human resources since July 2012. Prior to taking the interim assignment, Ms. Clerou served as district dean, human resources for nine years at State Center Community College District. She has served as interim director of human resources for Victor Valley Community College District from February 2002 through July 2002, and prior to that position she was the assistant chancellor, human resources at Kern Community College District for five years. During Ms. Clerou's tenure as assistant chancellor, she was the liaison between the district office and three college campuses on personnel matters, as well as the liaison on personnel matters with federal, state and local agencies, law firms and the Board of Trustees. She administered all elements of employee recruitment, selection, evaluation, transfer, promotion, reclassification and records management for both classified and academic employees. She was the lead negotiator on the classified union contracts and served as a team member for faculty contracts.

Ms. Clerou received her M.A. and B.A. in Public Administration from California State University, Bakersfield. Ms. Clerou also possesses California Community College life credentials in Business and Industrial Management and Public Services and Administration.

Recommendation:

It is recommended the Board of Trustees appoint Diane Clerou as the Associate Vice Chancellor of Human Resources, with placement on the management salary schedule at range 66, step 8 (\$146,140 annually), effective May 8, 2013.