

AGENDA
Regular Meeting
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
District Office Board Room
1525 E. Weldon Avenue, Fresno, California
4:30 p.m., July 2, 2013

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. INTRODUCTION OF GUESTS
- IV. APPROVAL OF MINUTES, Meetings of May 7, 2013 (Revised); June 4, 2013; and June 15, 2013
- V. DELEGATIONS, PETITIONS AND COMMUNICATIONS [see footnote]
- VI. REPORTS AND PRESENTATIONS
 - A. Presidents' Reports Tony Cantu, FCC
Sandra Caldwell, RC
Deborah Ikeda, WICCC
 - B. Chancellor's Report Deborah G. Blue
 - C. 2013-2014 Budget Update Ed Eng
 - D. AB955/Intercession Extension Programs Teresa Patterson
- VII. REPORTS OF BOARD MEMBERS
- VIII. CONSIDERATION OF CONSENT AGENDA [13-27 HR through 13-35HR]
[13-47G through 13-57G]
- IX. GENERAL
 - A. Consideration to Approve Board of Trustees' 2013-2014 Goals [13-54] Isabel Barreras
 - B. Consideration to Adopt the Mission, Vision and Values Statements in the 2013-2017 Colleges/Centers Strategic Plans [13-55] Deborah Blue

Board Agenda
July 2, 2013 (continued)

- C. Consideration to Adopt the 2013-2017 Colleges/Centers Strategic Plans [13-56] Deborah Blue
- D. Consideration to Accept the District's Governmental Accounting Standards Board (GASB 45) Actuarial Valuation Report [13-57] Ed Eng
- E. Consideration to Change the Date of the October Board of Trustees Meeting [13-58] Isabel Barreras

X. HUMAN RESOURCES

- A. Disclosure of Collective Bargaining Agreement, State Center Community College District Peace Officers' Association, Teamsters Local 856 and Public Hearing [13-59] 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. CONFERENCE WITH LABOR NEGOTIATOR [Unrepresented Employees: President of Fresno City College, Campus President of Willow International Community College Center, Vice Chancellor of Finance and Administration, Vice Chancellor of Educational Services and Institutional Effectiveness]; Deborah G. Blue, Pursuant to Government Code Section 54957
- D. CONFERENCE WITH LABOR NEGOTIATOR [Unrepresented Employee: Chancellor]; Isabel Barreras, Pursuant to Government Code Section 54957
- E. PUBLIC EMPLOYMENT, Pursuant to Government Code Section 54957
 - 1. Interim Vice President of Instruction, Reedley College

XIII. OPEN SESSION

Board Agenda
July 2, 2013 (continued)

- A. Consideration to Ratify Collective Bargaining Agreement, State Center Community College District Peace Officers' Association, Teamsters Local 856 [13-60] Diane Clerou
- B. Consideration to Authorize New Employment Contracts for Unrepresented Employees: President of Fresno City College, Campus President of Willow International Community College Center, Vice Chancellor of Finance and Administration, Vice Chancellor of Educational Services and Institutional Effectiveness [13-61] Diane Clerou
- C. Consideration to Authorize New Employment Contract for Unrepresented Employee: Chancellor [13-62] Isabel Barreras
- D. Consideration to Appoint Interim Vice President of Instruction, Reedley College [13-63] Diane Clerou

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 at (559) 244-5902 during the office hours of 8:00 a.m. to 5:00 p.m., Monday – Friday. Any person with a disability may request this agenda be made available in an appropriate alternative format. A person with a disability who requires a disability-related modification or accommodation in order to participate in the public meeting may do so at least 48 hours before the meeting by contacting Executive Secretary to the Chancellor Nina Acosta, 1525 E. Weldon Avenue, Fresno, CA 93704, (559) 244-5902, during the office hours noted above.

The board chair, under Board Policy 2350, has set a limit of three minutes each for those wishing 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 being considered in closed session will be given the opportunity to do so following the completion of the open agenda and just prior to the Board going into closed session. Individuals wishing to address the Board should fill out a request form and file it with Associate Vice Chancellor of Human Resources Diane Clerou before the beginning of the meeting.

CONSENT AGENDA
BOARD OF TRUSTEES MEETING
July 2, 2013

HUMAN RESOURCES

1. Employment, Change of Status, Academic Personnel [13-27HR]
2. Employment, Promotion, Change of Status, Resignation, Retirement, Classified Personnel [13-28HR]
3. Consideration to Change the Reporting Relationship of the President, Willow International Community College Center [13-29HR]
4. Consideration to Approve Reorganization and Resolution of Layoff Eliminating Two District Operations Positions [13-30HR]
5. Consideration to Approve Permanent Part-time Instructional Aide – Child Development Lab Position, Madera Center [13-31HR]
6. Consideration to Approve Two Permanent Part-time Instructional Assistant – Nursing Positions, Fresno City College [13-32HR]
7. Consideration to Approve Revision of Groundskeeper Series Job Duties [13-33HR]
8. Consideration to Approve Employment of Adjunct Faculty, Summer 2013 [13-34HR]
9. Consideration to Approve Increasing Position No. 5045, College Center Assistant, from 10 Months to 12 Months, Willow International Community College Center [13-35HR]

GENERAL

10. Consideration to Approve District Memberships in Educational Organization [13-47G]
11. Consideration to Approve the Madera County School Boards Association Executive Committee 2013-2014 Proposed Budget [13-48G]
12. Review of District Warrants and Checks [13-49G]
13. Consideration to Approve Spring 2014 Schedule of Instructional Materials Fees, Fresno City College and Reedley College [13-50G]
14. Consideration to Approve Sale of Surplus Vehicle, Fresno City College [13-51G]

Consent Agenda
July 2, 2013

15. Consideration to Accept Construction Project, Technology Infrastructure Upgrade, Reedley College [13-52G]
16. Consideration to Adopt Resolution Authorizing Agreement with the California Department of Education for a Child Care and Development Block Grant, General Child Development Program, Fresno City College [13-53G]
17. Consideration to Adopt Resolution Authorizing Agreement with the California Department of Education for a Child Care and Development Block Grant, Preschool Program, Fresno City College [13-54G]
18. Consideration to Adopt Resolution Authorizing Agreement for a State Trade and Export Promotion Grant, Center for International Trade Development [13-55G]
19. Consideration of Claim by Keellee Wesley [13-56G]
20. Consideration to Appoint Committee Members to the Measure E Citizens' Bond Oversight Committee [13-57G]

(Revised) MINUTES OF MEETING OF
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
May 7, 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 May 7, 2013, in Room 251 at Fresno City College Old Administration Building, 1101 E. University Avenue, Fresno, California.

Trustees Present Isabel Barreras, President
Richard Caglia, Vice President
Ron Nishinaka, Secretary
John Leal
Patrick E. Patterson (5:35 p.m.)
Eric Payne
Dorothy Smith
Viviana Acevedo, RC Student Trustee
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	Doris Griffin, SCCCCD
Gurdeep He'Bert, SCCCCF	Carmen Alessandro, SCCCCD
Gregory Taylor, SCCCCD	Christina Cazares, RC
Brian Speece, SCCCCD	Kathleen Ervine, SCCCCD
Jeff Burdick, WI	Janice Ledgerwood, RC
Sandra Fuentes, RC	Monica Rodriguez, RC
Randall Vogt, SCCCCD	Eleanor Bruce, FCC

Introduction of
Guests (continued)

Juan Tirado, RC	Susette Ishizuka, RC
Jeff Ragan, RC	Rick Santos, FCC
Cheryl Sullivan, FCC	Jesse Llanos, FCC
Lacy Barnes, SCFT AFT 1533	Cynthia Tafoya-Gipson, FCC
Cris M. Bremer, FCC	Rosa Lopez, FCC
Gina Tarvin, FCC	Gloria Delacruz- Pulido, MC
Judi Fischer, FCC	Delfina Sandoval, FCC
Terri Gallegos, FCC	Terry Flanagan, CSEA
David Clark, RC	Renee Dauer, CSEA
Susan Yates. FCC	Jason Meyers, CSEA
Ernie Garcia, FCC	Barbara Wells, CSEA
Tim Woods, FCC	Jewell Riversmith, CSEA
Donna Berry, RC	Patty Barendse, CSEA
Lucy Ruiz, RC	Franky Herrera, CSEA
Wil Schofield, SCCC	Barbara Mendoza, CSEA
Christine Miktarian, SCCC	S. Bennett, LCW
Mary Ann Valentino, FCC	E. Cuadros, LCW
Kristin Beasley	Eileen O’Hare Anderson, LCW
Anthony Celaya, FCC	Norma Aguilar, CSEA
Chris Villa, FCC	Larry Simpson, CSEA
Alicia Rios, CITD	Lesia Foster, FCC
Candy Hanson-Gage, CITD	Michael Gottlieb Lopez, FCC
Jeff Ragan, RC	Samerah Campbell, SCCC
Nathan Clark, FCC	Laura West AFT 1533
Chris Martin, FCC	Charlie Lochbaum, SCCC
Elizabeth, Davitian, FCC	Raul Perez, CSEA
Norma Aguilar, FCC	Jeff Barrett, FCC
Linda Jackson, FCC	Andres Rocha, FCC
Renee Kubo, FCC	Judith Ramirez, FCC
Jacque Gaston, FCC	Lorena Dobusch, RC
David Borofka, RC	Alicia Cowan, FCC
Matthew Elliott, FCC	Michelkle Garcia, RC
Kerynn Gomez, FCC	Susan Lopes, FCC
Carole Cheek, RC	Josephine Mancillas- Llanos, FCC
Susan Mills, RC	Mary Alfieris, FCC
Joyce Clark, WI	Robin Fox Avedesian, SCCC
David Cowan, FCC	Maria Kelly, RC
Lee Brown, WI	Otha Lewis, FCC
Tom Mester, WI	Christine Gough, FCC
Jimmy Castro	Sylvia Sanchez, FCC
Donna Baker Geidner, FCC	

Approval of Minutes The minutes of the meetings of March 22, 2013, March 23, 2013, and April 2, 2013, were presented for approval.

A motion was made by Trustee Smith and seconded by Trustee Nishinaka to approve the minutes of the meetings of March 22, 2013, March 23, 2013, and April 2, 2013, as submitted. The motion passed without dissent.

Special Recognition
of the 2012-13
Student Trustees On behalf of the Board of Trustees, President Isabel Barreras thanked Fresno City College Student Trustee Michael Wilson and Reedley College Student Trustee Viviana Acevedo for their distinguished service on the Board as student trustees for this academic year. She presented each with a plaque, and noted the student trustees have done an outstanding job representing the student body.

Presidents' Reports 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:

- The FCC Financial Aid Department held workshops April 22-25 as part of Financial Aid Awareness Week. This was sponsored by the statewide "I Can Afford College" campaign.
- *The Rampage* won a number of awards at the Journalism Association of Community Colleges' (JACC) convention at the end of April. The awards include: General Excellence for print; General Excellence for the www.therampageonline.com; Third place in news story for editor-in-chief Troy Pope for his story "Student Government in Violation;" Fourth place in on-profile feature story for sports editor Tomas Kassahun for "Programs Aim to Bridge Achievement Gap;" Second place in feature photo for former photo editor Paul Schlesinger for a photo of the softball team. The on-the-spot competition awards include: First place for copy editor Jordan Russell in copy editing contest; Honorable Mention for news editor Kaitlin Regan in opinion writing; Honorable Mention for photo editor Karen West in news photo.
- A recognition reception was held on April 25 in the cafeteria for over 100 students who are Dean's List recipients. The keynote speaker was Executive Director of Centro La Familia Advocacy Services Margarita Rocha.
- Mr. Cantu introduced the men's tennis coach Steve Loop. The FCC men's tennis team recently won the California Community College Dual Team State Championship. Mr. Loop introduced the players on the team, including Sam Bertram who won the State Singles title.

Presidents' Reports
(continued)

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:

- Legendary sports marketer Sonny Vaccaro has been selected to be the Reedley College Distinguished Alumnus for the 2013 Commencement on May 17. A film crew will be taping his presentation for an upcoming documentary.
- Reedley College Tiger Awards were held May 1. The Volunteer of the Year award went to Shirley Gustafson for announcing the RC volleyball games for the past 17 years and her work on the Tiger Hall of Fame Committee and Quarterback Club. Outstanding Club of the Year was the Pre-Professional Health Club. The Spirit of the Tiger award winner was Ken Zech who has served as RC's coordinator of tutorial services for the last 40 years.
- Madera Center Dean of Instruction Dr. Jim Chin was named the Dr. Bill F. Stewart Achievement of Excellence Award winner at the employee recognition awards reception.
- The 17th Annual Kiwanis Torch of Excellence Banquet was held May 6 at the Clovis Veterans Memorial District. The District 5 Kiwanis Clubs of Fresno and Madera counties honored several Reedley College scholar athletes. Athletes must have at least a 3.0 GPA to qualify for the award. The Reedley College Male and Female Athletes of the year were also recognized. Football player Marcus Dallas, a graduate of Luella High School in Georgia and softball player Geena Garabedian, a Buchanan High School graduate, took home the honors.

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:

- The Willow International Community Choir will be performing on May 16. The choir will be holding a Broadway concert.
- Willow International Center will be holding its first commencement ceremony on May 17. The ceremony will be held in the Shaghoian Concert Hall at Clovis North High School. Larry Powell will be the keynote speaker.
- Willow International Center, along with Fresno City Council President and President of the California Commission on Asian Pacific Islanders Affairs Blong Xiong and the Central California Asian Pacific Women will host a forum to hear about Asian Pacific Islanders in the area. The forum is being held on May 11.

Chancellor's Report

Dr. Blue reported the following:

- Commencements will be held throughout the district on May 17. Of special note this year are the cords that will be worn by our veterans. She thanked trustee Nishinaka for suggesting this wonderful way to recognize graduating veterans. Dr. Blue recognized President Barreras for being chosen to deliver the commencement message for the Madera Center.
- As part of the "Lunch with the Legislators" series, the district invited Assembly Member Jim Patterson to tour Willow International on May 10. This will be Assembly Member Patterson's first visit to the campus, which is located in his district. He has been very supportive of community colleges and is, in fact, a proud graduate of Fresno City College. The district plans to have other elected leaders visit other sites in the near future.
- As a follow up to the visioning session at the board retreat, CampusWorks held visioning sessions for internal stakeholder groups on April 25 and 26. Data collected will help shape the vision statement that will drive the future of districtwide technology. The district is expecting a draft document for review from CampusWorks in the near future.
- The district's strategic conversation panel presentation at the AACC conference on April 22 in San Francisco was very well received. Panelists included North Orange County Community College District (NOCC) chancellor and former FCC president, Dr. Ned Doffoney, trustee Donna Miller from NOCC, SCCC trustee Ms. Dottie Smith and Dr. Blue. They shared experiences in the planning and execution of the strategic conversations hosted by the NOCC and SCCC Boards of Trustees. Dr. Blue thanked Dr. Jothany Blackwood for serving as the resource for the panel presentation.

Academic Senate Report

Mary Ann Valentino, Fresno City College Academic Senate President, reported the following:

- The Academic Senate met six times in the past month. The senate continues to review, give feedback, and/or approve committee operating agreements.
- The senate approved proposed changes to the strategic planning council (SPC) handbook as part of the college's efforts to make the SPC less operational and more strategically focused.
- She thanked Dr. Blue and the Board for inviting constituency leaders to participate in the board retreat on March 23 and

Academic Senate
Report (continued)

- devoting half a day to participatory governance.
- The Academic Senate leaders met twice this semester with Dr. Blue in an effort to improve communications and avert problems.
 - The senate supported the Reedley College senate's resolution urging the Board of Trustees to reassert its commitment to faculty development through the funding of sabbatical leaves.
 - She attended the Spring Plenary in April
 - Throughout the semester SPC and President Cantu provided leadership in developing the 2013-2017 Strategic Plan. The senate approved the final draft at the last meeting.
 - The senate will elect their next president on May 8.

Classified Senate
Report

Ernie Garcia, Fresno City College Classified Senate President, reported the following:

- The senate donated a gift certificate for "Ram Ready"
- Classified Staff Development Day was a huge success
- The senate is participating in many campus and district committees
- Funding travel and conferences for staff
- Elections for officers will take place in late May or early June.
- The senate is updating the classified staff resource guide

Entrepreneurship
Program Update

Tony Cantu introduced Marianne Dunklin, business administration instructor at FCC, who provided an update on the entrepreneurship program. She reviewed the history of entrepreneurship at FCC. She stated FCC collaborates with the Lyle Center for Innovation and Entrepreneurship (LCIE), CITD and participates on the Central Valley Business Incubator board. She reviewed the Entrepreneur Pathway Program, which includes high schools through college and opportunities beyond education. Ms. Dunklin identified several community partners for the program. She reviewed several of the accomplishments by students and staff members. She introduced Lisa Foster and Larry Howard who shared their experiences in the program. Next steps include expanding certificate offerings and other disciplines, creating an entrepreneurship degree modeled after Reedley College, and opening an entrepreneurship center.

Mr. Caglia asked about plans to put a center on campus. Ms. Dunklin said it is her goal to bring a center on campus that will provide resources, assistance for student ideas, advice on funding a business and protecting intellectual properties.

Going Global with the California Center for International Trade Development

Dr. George Railey introduced Interim Director Candy Hansen-Gage and Alicia Rios from the Center for International Trade Development (CITD). Dr. Railey thanked Ms. Hansen-Gage for her leadership, dedication and hard work as the director and congratulated Ms. Rios on her upcoming appointment as the new director. Ms. Hansen-Gage and Ms. Rios reviewed the history of CITD, including the grant funding that supports the center as well as the export sales and projects generated by the center. CITD provides internships, study abroad stipends and entrepreneurial projects. The center has had 180 interns over the past twenty years, with a 95 percent job placement. They highlighted some of the district faculty projects that were funded by the center. Ms. Hansen-Gage and Ms. Rios provided a summary of the recent “Taste of California” show in Oakland and the Fresno Food Expo. CITD played an integral part in both of these events. Ms. Hansen-Gage thanked Ms. Gurdeep He’bert for her assistance with the “Taste of California” show.

Reports of Board Members

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

- Six students from Reedley College participated in the Student Senate for California Community Colleges general assembly.
- Attended a College Council meeting at which they approved the 2013-2017 strategic plan.
- Participated on the District Resource Allocation Model Taskforce meeting.
- She was recently elected as Reedley College’s ASG president
- The new student trustee will be Gabriela Campos.
- She thanked the Board and administration for their support.

Student Trustee Michael Wilson provided a “year in review” of activities that occurred at Fresno City College, including the following highlights:

- Participated in Welcome Week and Club Rush
- The scholarship ceremony took place in September
- Hosted a speaker’s forum with guest speaker Scott Lay from the Community College League of California.
- In December the ASG held “Finals Week Aid,” which assisted over 450 students.
- Approved the designated smoking policy in February.
- Mr. Wilson thanked the board for the opportunity to serve as student trustee.

Trustee Eric Payne attended the following events:

Reports of Board
Members (continued)

- The STEM conference held at Reedley College
- Asianfest at FCC
- Attended the CCLC conference in Lake Tahoe and thanked Trustee Barreras for her leadership as the president.
- Attended the AACC national conference in San Francisco where he attended the strategic conversation session presented by the district. Dr. Blue and Dottie Smith did a great job representing the district at a national level. He also attended a session regarding social media. Dr. Blue's blog is a national model for best practices in how communication occurs in the 21st century.
- He will be participating in the Fresno City College commencement ceremony.

Trustee John Leal attended the following events:

- Reedley College senate meeting on April 9, 2013
- The Chancellor's Circle reception celebrating the achievement of 100 members.
- Willow International's charrette on April 11
- Reedley College forestry program tour on April 26
- Torch of Excellence awards

Trustee Patterson attended the following events:

- The CVHEC sponsored conference on student success at Harris Ranch. He said it was a very informative conference
- CCLC annual conference at Lake Tahoe. Mr. Patterson said the conference content was outstanding

Trustee Smith attended the following events:

- The AACC conference and participated in the district's strategic planning presentation
- Congratulated Dr. Patterson for her appearance in the *Community College Times* publication and thanked her for all of her hard work.
- Attended a reception at Fresno State to announce a new B.A. program in Latin American studies. She provided some printed information to the Board. Ms. Smith stated it is important for students to learn a foreign language.
- Attended the African American Student Recognition program at FCC
- She thanked the classified employees for attending the meeting and congratulated them as the district celebrates Classified Professionals Week.

Reports of Board
Members (continued)

Trustee Nishinaka:

- Thanked the student trustees for their service.
- Thanked Dr. Blue and former Interim Associate Vice Chancellor Robert Fox for taking an idea he saw at a southwestern college and developing a military graduation cord program. It will be an honor to recognize veterans this year at commencement. He shared a sample of the military cords with the audience.
- Congratulated the graduating students for achieving their educational goals and their special honors.
- Thanked retiring faculty and staff for their dedication to the district, as well as those who attained benchmark dates of service.
- Thanked the chancellor, faculty and staff for a successful year.
- Mr. Nishinaka submitted a written report detailing the 28 events and meetings he attended over the past month.

Mr. Caglia:

- Thanked the student trustees for their service.
- Thanked the board members for attending events and representing the Board and the district.
- Thanked Dr. Carolyn Drake for organizing a tour of the Health Science Department for Councilman Oliver Baines and a small group of students interested in participating in health science courses.
- Shared the news about the natural resource, Monterey shale. He stated there is discussion about job opportunities surrounding this natural resource and requested that the district keep this topic on their radar.

Trustee Barreras:

- Thanked classified employees for their hard work in honor of Classified School Employees Week. Ms. Barreras stated she is a classified employee as well.
- Congratulated the student trustees on their service.
- Congratulated Campus President Ikeda on hosting a successful employee recognition ceremony at WI.
- Congratulated Jim Chin for receiving the Bill Stewart Award and Ash Naimpally for his publication award.
- Attended the CCCT meeting, at which the topics of discussion were adult education and the advocacy for funding, and the student success taskforce.
- Received several letters from district students regarding increased fees and fewer course offerings. She said these concerns will be addressed and will not go unnoticed.

Future Agenda Items Trustee Smith requested a status update on security when students are not on campus.

Trustee Caglia requested an update on the State Center Consortium

Trustee Barreras announced that Trustee Payne is interested in running for the at-large board position with ACCT. This item will be on the June board agenda for consideration.

Consent Agenda
Action

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

It was moved by Trustee Leal and seconded by Trustee Patterson that the Board of Trustees approve consent agenda items 13-20HR through 13-22HR and 13-28G through 13-37G. The motion carried without dissent.

Employment,
Retirement,
Academic Personnel
[13-20HR]
Action

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

Employment,
Promotion,
Retirement, Classified
Personnel
[13-21HR]
Action

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

Consideration to
Approve Resolution
Allowing Exception to
the 180-day Wait
Period for CalPERS
[13-22HR]
Action

Adopt Resolution No. 2013-05 allowing an exception to the CalPERS 180-day wait period

Review of District
Warrants and Checks
[13-28G]
Action

Review and sign the warrants register for the following accounts:

<u>Account:</u>	<u>Amount:</u>	<u>For the Period of:</u>
District	\$ 14,410,348.21	03/13/13 to 04/16/13

Review of District Warrants and Checks [13-28G]	Fresno City College Bookstore	109,614.45	03/13/13 to 04/16/13
<u>Action</u> (continued)	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>	

Consideration to Approve Quarterly Budget Transfers and Adjustments Report [13-29G]
Action

Approve the March 31, 2013, Budget Transfers and Adjustments Report

Financial Analysis of Enterprise and Special Revenue Operations [13-30G]
No Action

Statements are provided for the Board’s information, no action is required

Consideration to Authorize Agreement with SixTen and Associates for Mandate Reimbursement Claim Preparation Services [13-31G]
Action

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

Consideration to Adopt Resolution Authorizing Notice of Intent to Establish 2013-14 Appropriations Limit (Gann) [13-32G]
Action

Adopt Resolution No. 2013-07, Notice of Intent to Establish an Appropriations Limit, for the 2013-14 Fiscal Year

Consideration of Bids,
Re-roof of Two
Portable Buildings,
Madera Center
[13-33G]
Action

Award Bid #1213-10 in the amount of \$61,000 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, and authorize the chancellor or vice chancellor of finance and administration to sign an agreement on behalf of the district

Consideration of Bids,
Data Cable
Replacement at AC1
Computer Lab,
Willow International
Community College
Center
[13-34G]
Action

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

Consideration of Bids,
Energy Management
System Upgrades,
Fresno City College
[13-35G]
Action

Award Bid #1213-15 in the amount of \$78,640 to Servi-Tech Controls, Inc., the lowest responsible bidder for the Energy Management System 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

Consideration to
Approve Study
Abroad Program,
Italy, Summer 2014
[13-36G]
Action

Approve the offering of the summer 2014 program in Italy and approve Marcy Davidson and Amanda Taintor as instructors for this program

Consideration to
Approve Study
Abroad Program,
London, Summer
2014 [13-37G]
Action

Approve the offering of the summer 2014 program in London and approve Ken Zamora and Thom Halls as instructors for this program

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

Consideration to
Adopt Resolution
Affording Student
Trustees the Privilege
to Make and Second
Motions
[13-17]
Action

A motion was made by Trustee Nishinaka and seconded by Trustee Caglia that the Board of Trustees adopt Resolution No. 2013-08 allowing the student trustees to make and second motions. The motion passed without dissent.

Consideration to
Adopt Revision to
Amended 2014
Spring Semester
Instructional
Calendar
[13-18]
No Action

President Barreras announced that this item was pulled from the agenda. No other action was taken.

Consideration to
Officially Recognize
Willow International
Community College
Center Academic
Senate
[13-19]
Action

Campus President Deborah Ikeda stated that on September 11, 2012, by unanimous vote of the executive committee of the California State Academic Senate, the Willow International Academic Senate was approved as the 113th member of the senate. Since WI was granted candidacy on March 6, 2013, it is appropriate to recognize the senate as the official faculty body for making recommendations on academic and professional matters related to the center.

A motion was made by Trustee Smith and seconded by Trustee Leal that 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. The motion passed without dissent.

Consideration to
Adopt Resolution to
Authorize Temporary
Interfund Transfer of
Funds [13-20]
Action

A motion was made by Trustee Patterson and seconded by Trustee Nishinaka 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

The motion passed without dissent.

Acknowledgement of
Quarterly Financial
Status Report,
General Fund
[13-21]
Action

A motion was made by Trustee Caglia and seconded by Trustee Nishinaka that the Board of Trustees accept the Quarterly Financial Status Report (CCFS-311Q) as presented. The motion passed without dissent.

Consideration of Bids,
Boiler Replacements,
Fresno City College
[13-22]
Action

A motion was made by Trustee Patterson and seconded by Trustee Smith that the Board of Trustees award Bid #1213-12 in the amount of \$655,233 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. The motion passed without dissent.

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]
No Action

Diane Clerou presented the tentative collective bargaining agreement between the district and the SCFT full-time bargaining unit and stated the following:

“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 the 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.

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]
No Action
(continued)

- 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.”

Board President Barreras opened the meeting for comments from the public relative to the tentative agreement at 6:55 p.m.

There being no public comment, Ms. Barreras closed the public hearing at 6:56 p.m.

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]
No Action

Diane Clerou presented the tentative collective bargaining agreement between the district and the SCFT part-time bargaining unit and stated the following:

“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:

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]
No Action
(continued)

- 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.”

Board President Barreras opened the meeting for comments from the public relative to the tentative agreement at 7:00 p.m.

There being no public comment, Ms. Barreras closed the public hearing at 7:01 p.m.

Consideration to
Adopt Resolution
Regarding Classified
Employees Week in
the State Center
Community College
District
[13-25]
Action

Diane Clerou presented Resolution No. 2013-06 to the Board for their consideration. She stated that 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.

A motion was made by Trustee Smith and seconded by Trustee Leal that 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. The motion passed without dissent.

First Reading of
District Equal
Employment
Opportunity Model
Plan
[13-26]
No Action

Diane Clerou presented the Draft EEO Model Plan to the Board and asked for their input by May 24, 2013, to allow for recommended revisions to be brought forward at the June 4, 2013, board meeting. No action was taken.

Consideration to
Approve Chancellor's
Recommendation
Regarding Awarding
of Sabbatical Leaves
for 2013-14
[13-27]
Action

Diane Clerou presented information to the Board concerning sabbatical leave recommendations. She stated that 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. The seven faculty recommended for sabbatical leaves are Mike Dana, FCC; Marianne Dunklin, FCC; Cynthia Elliott, Willow International; Kate Fourchy, RC; Garrett Masterson, RC; Peter Meserve, FCC; and Dympna Ugwu-Oju, FCC.

A motion was made by Trustee Caglia and seconded by Trustee Nishinaka that the Board of Trustees approve sabbatical leaves for the seven employees listed above for the 2013-14 school year. The motion passed without dissent.

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]
No Action

Diane Clerou reported that the district and CSEA began negotiations on a full contract in June of 2012, and in November of 2012, CSEA declared an impasse. 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.

She asked that the meeting be opened 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 should be opened for comments from any other participants at the meeting.

Board President Barreras opened the meeting for comments from the public relative to the tentative agreement at 7:25 p.m.

Eileen O'Hare-Anderson, district representative with Liebert Cassidy Whitmore, addressed the Board. Ms. O'Hare-Anderson reviewed several points identified in the fact-finder's report and disputed several of the recommendations identified in the report. She said overall, the recommendations of the report are not fiscally prudent.

Mr. Terry Flannigan, representative of CSEA, requested that the Board allow the parties to bargain post fact-finding negotiations. He believes that the parties can come to an agreement. He asked the

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]
No Action
(continued)

Board to give its team the opportunity to go beyond the parameters the Board set and allow the parties to make a deal that is fair to all.

Lacy Barnes, SCFT representative, stated, on behalf of the federation, she is in support of her CSEA brothers and sisters. Students are successful because of the employees in the district. The Board needs to continue to value and respect their employees.

Rene Dower, chief negotiator for CSEA, stated employees are doing more with less. She reminded the Board that CSEA signed a MOU for retiree incentives, which provided a savings for the district. CSEA has been doing its part to make sure that students are a priority. She stated the recommendations in the fact-finding report are fair. Health and welfare costs have increased and the members have had to absorb the increase. She said she is concerned because the district presented information during the last Board meeting indicating the district was receiving 10 million dollars in additional funding, but also increasing expenditures by 7 million. This is difficult to understand.

Jewel Riversmith, CSEA member and FCC employee, stated it is difficult to make ends meet. She shared her personal story with the Board and wanted them to be able to put a face on the decision that they will have to make.

Judy Ramirez, FCC employee, asked the Board to consider the hard work the employees do.

Barbara Well stated she understands that the Board's goal is long-term sustainability. She said classified employees want the same thing. She requested the Board consider the fact-finding report in its entirety and not "cherry-pick" certain recommendations.

Jason Meyers, CSEA president, asked the Board to be reasonable. He requested the Board direct its team to continue bargaining in good faith.

Raul Perez, labor relations representative with CSEA, stated there have to be means and desire in order to come to an agreement. The fact-finder's recommendations establish that the means exist to resolve this current situation. The Board must now prove to CSEA that they are desirous of a fair resolution and agreement. If all parties use the fact-finder's report as a template, they can get there.

Juan Tirado reminded the Board that there are over 600 classified

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]
No
Action (continued)

employees in the district. He said employees are committed to the district and work well beyond their normal work day. He asked the Board to consider all the work the classified employees do when they make their decision.

Ms. Barreras closed the public hearing at 7:45 p.m.

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
- 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

President Barreras called a recess at 7:46 p.m.

Report of Closed
Session

The Board moved into open session at 10:00 p.m.

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

Consideration to
Adopt Collective
Bargaining
Agreement, State
Center Federation of
Teachers Full-time
Bargaining Unit, Local
1533 SCFT/AFT, AFL-
CIO
[13-29]
Action

A motion was made by Trustee Patterson and seconded by Trustee Caglia that the Board of Trustees adopt the tentative agreements between the State Center Federation of Teachers Full-time Bargaining Unit, Local 1533 SCFT/AFT, AFL-CIO and the State Center Community College District for July 1, 2012 through June 30, 2015. The motion passed without dissent.

Consideration to
Adopt Collective
Bargaining
Agreement, State
Center Federation of
Teachers Part-time
Bargaining Unit, Local
1533 SCFT/AFT, AFL-
CIO
[13-30]
Action

A motion was made by Trustee Leal and seconded by Trustee Nishinaka that the Board of Trustees adopt the tentative agreements between the State Center Federation of Teachers Part-time Bargaining Unit, Local 1533 SCFT/AFT, AFL-CIO and the State Center Community College District for July 1, 2012 through June 30, 2015. The motion passed without dissent.

Consideration to
Appoint Dean of
Instruction, Willow
International
Community College
Center
[13-31]
Action

A motion was made by Trustee Nishinaka and seconded by Trustee Patterson 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. The motion passed without dissent.

Consideration to
Appoint Associate
Vice Chancellor of
Human Resources
[13-32]
Action

A motion was made by Trustee Payne and seconded by Trustee Caglia that 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. The motion passed without dissent.

Consideration of 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 [13-33] No Action

On behalf of the Board, President Barreras thanked CSEA for its presentation this evening. The Board has considered the Fact Finding Panel Chairperson’s Advisory Recommendations for Resolution of Negotiations Impasse Between State Center Community College District and California School Employees’ Association, Chapter No. 379, and the presentations made this evening. As a result, the Board has given staff direction for the next meeting with CSEA with the understanding that if agreement is not reached in these post fact finding negotiations, the impasse would have to be resolved by this Board via consideration of unilateral implementation. If this is necessary, it would be agendized for another public hearing at a subsequent board meeting and CSEA will be given the opportunity to make a presentation.

Adjournment

The meeting was adjourned at 10:05 p.m. by unanimous consent.

Ronald Nishinaka
Secretary, Board of Trustees
State Center Community College District

na

(Unapproved) MINUTES OF MEETING OF
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
June 4, 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 4:30 p.m. on June 4, 2013, in the district office board room, 1525 E. Weldon Avenue, Fresno, California.

Trustees Present Isabel Barreras, President
Richard Caglia, Vice President
Ron Nishinaka, Secretary
John Leal
Patrick E. Patterson
Eric Payne (4:50 p.m.)
Dorothy Smith

Introduction of Diane Clerou introduced Scoutmaster Brian Dolan and Boy Scouts
Guests Zach Dolan and Rudo Blackwood from Troop 890. Zach and Rudo are observing the board meeting as a requirement for earning a merit badge in communications.

Also present were:

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

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

Teresa Patterson, SCCC	Sam Norman, TRCO
Donna Berry, RC	Wil Schofield, SCCC
Jothany Blackwood	Chuck Riojas, IBEW
Christine Miktarian, SCCC	Josephine Llanos, FCC
Lori Morton, SCCC	Alicia Rios, SCCC
Sandra Caldwell	David Clark, RC

Tate Hill	Jennifer Johnson, FCC
Doris Griffin, SCCCCD	Sam Campbell, SCCCCD
Chris Villa, FCC	Kelly Fowler, FCC
Kristen Beasley	Anne Watts, FCC
Venancio Gayona	Barbara Mendoza, CSEA
Lori Natal, FCC	Pedro Avila, WHCC
Lijuan Zhai, FCC	Susan Mills, RC
Robin Fox Avedesian, SCCCCD	Leticia Murrietta, FCC
Tim Woods, FCC	Sylvia Sanchez, FCC
Robyn Bates, FCC	Mary Ann Valentino, FCC
Sean Martin, FCC	Jane- Zavala- Martinez, RC
Sonia Lupian, FCC	Sandra J. Huerta, RC
Jesse Llanos, FCC	Frank Herrera, RC
Carolyn Drake, FCC	Marjorie Facio, FCC
Olivia Rodriguez,	Claudia Habib, FCC
Barbara Wells, WI	Jeff Burdick, WI
Renee Dauer, CSEA	Sandra Fuentes, RC
Gurdeep He'Bert, SCCCCF	Randall Vogt, SCCCCD
Gregory Taylor, SCCCCD	Juan Tirado, RC
Brian Speece, SCCCCD	Cris M. Bremer, FCC
Cheryl Sullivan, FCC	Lucy Ruiz, RC
Brian Dolan, Boy Scout Troop 8900	
Zach Dolan, Boy Scout Troop 8900	
Ajani Blackwood, Girl Scout Troop 268	
Eileen O'Hare- Anderson, Leibert Cassidy Whitmore	
Shelline Bennett, Leibert Cassidy Whitmore	
Alejandra Juarez, High School Equivalency Program	

Approval of Minutes

The minutes of the meetings of April 30, 2013, May 7, 2013, and May 9, 2013, were presented for approval.

A motion was made by Trustee Leal and seconded by Trustee Nishinaka to approve the minutes of the meetings of April 30, 2013, May 7, 2013, and May 9, 2013, as submitted. The motion passed without dissent.

Presidents' Reports

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:

- PG&E representatives made a surprise presentation last week at FCC when they announced that criminology student Carlos Corona had won their Bright Minds Scholarship for \$30,000 a year for up to five years. More than 7,000 students applied for this year's scholarships.

Presidents' Reports
(continued)

- The Title V Camino Summer Bridge held its program orientation on May 22 with 100 students and parents in attendance. This is the third summer cohort at FCC that targets first-year college Hispanic/Latino students. The month-long program begins on June 17.
- The 36th annual Ram Camp will be held this summer for children between the ages of 6-14. The camp is offered by the Physical Education Department and provides each camper with a positive experience in various sports activities. There are four sessions this summer, with the first session beginning June 17.

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:

- For the first time, the Upward Bound Programs from Reedley College and the Madera Center will offer a combined summer program. The six programs will begin June 24 and conclude August 2 and represents the nation's largest program. Each participant will experience living in the residence hall for two weeks during the program. There are 350 students participating and they are from Dinuba, Fowler, Kingsburg, Madera, Orange Cove, Parlier, Reedley, Selma, and Sanger.
- The Reedley College Child Development Center is hosting a summer camp program for children between the ages of 3 and 5 years old. It is a fun half-day camp that runs Monday through Friday from 7:30 to 11:30 a.m. The camp provides young children with the opportunity to discover, explore, inspire, create, and learn. There is an art camp July 15-19 and a science camp July 22-26.
- Several construction projects will begin on campus this summer. They include a \$50,000 electrical upgrade to the manufacturing lab and a \$150,000 STEM- funded project to reconfigure FEM 12 into a state-of-the-art GPS/GNSS lab with special tables and new computers. A special server was also purchased to implement the Trimble GPS system. There is also a \$120,000 upgrade project in the Life Science Building which includes ADA remodeling.

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:

- There were several recognition ceremonies held in May, including

Presidents' Reports
(continued)

an Honors Reception, a TRiO – SSS/STEM recognition ceremony, and a CalWORKs recognition ceremony with guest speaker Lisa Casarez, Executive Director/CEO of Angels of Grace Foster Family Agency

- On May 22-24 Willow International hosted a three-day professional development “On Course” Workshop that promoted student engagement and success. Approximately 50 participants from across the district attended the workshop, including faculty, counselors, students, administrators, and classified staff. This workshop was a learner-centered professional development event designed to provide participants with dozens of innovative strategies for empowering our students to become active, responsible, and successful learners.
- Willow International Center, along with the Fresno City Council President and President of the California Commission on Asian Pacific Islanders Affairs Blong Xiong, and the Central California Asian Pacific Women, hosted a summit to hear about Asian Pacific Islanders in the area. The forum was held on May 11.

Chancellor's Report

Dr. Blue reported the following:

- Dr. George Railey and Dr. Jothany Blackwood were invited by California State University, Fresno to co-present a workshop at their annual staff training and recognition day. It was held at the Savemart Center on May 22, 2013, and the session was titled “Maximize What Matters Most,” and focused on balancing work with personal life. Based on the overwhelming positive response to the session, they have been invited to participate again next year.
- Plans are being finalized for the K-12 summit to be held on August 9. Announcements have gone out to all districts within our service area. Under the leadership of Dr. Railey, the committee has been busy developing a full agenda that will be highly interactive to promote productive dialogue. The theme for the summit is centered on student success, and the luncheon keynote speaker is Dr. Darrick Smith, Director of Learning Works. Dr. Smith has extensive experience in student success at both the K-12 and community college level and is a very inspiring, motivating speaker. More details on the summit will be coming out soon. Unfortunately, the district was unable to coordinate a date that would work for ACCT President Noah Brown to participate.
- The districtwide calendar is up and running on the district's website, thanks to the persistence of Trustee Dottie Smith.

Chancellor's Report
(continued)

Now you will see all major events taking place throughout the district in one location. Campus calendars are included on one calendar for your convenience. This will help in scheduling events but it may not eliminate some overlap due to the size of our district and the number of activities. Special thanks to district web master, Robert Kim, for the many hours he put into coordinate this effort.

- Dr. Blue identified a new plaque in the board room commemorating the first districtwide participatory governance workshop held during the Board's annual retreat in March. Special thanks to Trustee Richard Caglia for the idea to recognize this significant, historic event.

High Speed Rail
Update

Dr. George Railey, Blake Konczal from the Workforce Development Board, and Chuck Riojas from IBEW provided an overview of the early stages of the planning for the California High Speed Rail Authority (CAHSRA). They reviewed the Request for Qualifications (RFQ) process and the work required for the first phase of construction. Dr. Railey stated that CAHSRA has adopted the National Targeted Hiring recommendation that suggest that 30 percent of all work hours will be by residents of areas of high, long term unemployment and 10 percent will be by disadvantaged workers, such as veterans, long-term unemployed, single parents, and foster youth. They reviewed the 2013 Public Infrastructure Construction Training grant that will train unemployed and underemployed non-union workers as pre-apprentices.

Mr. Caglia asked about the political impact of the project. Mr. Konczal stated the project is continuing to move forward regardless of the discussions regarding the pros and cons of the project.

Mr. Nishinaka asked if there will be long-range jobs beyond construction. Mr. Konczal stated the focus will be on the construction piece first, before long-term jobs are identified.

West Fresno
Initiatives Update

Dr. George Railey and Anne Watts provided an update on State Center Consortium activities with Washington Union High School, the California Endowment grant-funded outreach activities, and FCC/Edison High School partnership project.

Dr. Railey reported that a criminology institute will begin at Washington Union high school next year. He reviewed other collaboration and articulation efforts involving Washington Union High School staff and SCCC district staff.

West Fresno
Initiatives Update
(continued)

Ms. Watts provided an update on the California Endowment Grant. Over 380 students are registered for classes. Classes currently offered include, security guard training, GED prep, and computer literacy. Classes take place at the Fresno Rescue Mission, Hinton Center, and Catholic Charities. A new program called “Food Preparation and Service” is under development in partnership with the Hinton Center. Ms. Watts reported that 25 students who participated in the program are now enrolled at Fresno City College to further their education.

Mr. Payne commended Dr. Railey and Anne Watts for their work on these programs and pathways to continue education that are being created for low income communities.

Dr. Railey provided an update on the Fresno City College/Edison High School partnership. He presented information on the community job training program and the collaboration between PG&E and the SCCC Foundation, who have contributed funds to support the program. There will be an event at Edison High School on June 5, at which students will showcase their final projects. They will recognize the first graduating class from the green energy academy. Deputy Director Mr. Marco Davis of the White House Initiative on Educational Excellence for Hispanics, will be attending the event.

Reports of Board
Members

Trustee Payne attended the following events:

- Meet and greet with Assemblyman Jim Patterson at Willow International
- Asian Pacific Islanders commission meeting held at Willow International
- Honors Program reception at Fresno City College
- Certificate ceremonies at Reedley College
- Dental assistant pinning at Fresno City College
- Fresno City College commencement, at which he provided a few closing remarks. He commended staff for a well-run event.

Trustee Leal attended the following events:

- Dia de Maestro scholarship dinner, sponsored by AMAE, (Association of Mexican American Educators), at which 28 students received scholarships
- Employee recognition reception at Fresno City College on May 14
- Commencement at Fresno City College on May 17

Reports of Board
Members (continued)

- Edcare meeting on May 21
- He thanked Diane Clerou for her efforts on the Reedley College president search process

Trustee Smith attended the following events:

- The first graduation ceremony at Willow International
- EOPS Advisory Committee at Fresno City College. She said the district needs to make sure that the program continues to thrive and has the staff it needs for success

Trustee Patterson attended the following events:

- Honors ceremony at Willow International
- Willow International graduation ceremony
- The SCCC Foundation retreat. He said he is very impressed with the Foundation board and the work they are doing

Trustee Nishinaka attended several events , including the following:

- The 86th Commencement Ceremony at Reedley College on May 17, where famous sports marketer Sonny Vacarro was honored as Distinguished Alumnus of the Year
- The Distinguished Alumnus of the Year Reception for Sonny Vacarro on May 15.
- Reedley College Certificate Ceremony on May, 16
- Two fundraising events for Reedley College – the 24th Annual Football program Wine-Fest on May 10; and the Ag and Natural Resource Pinots & Pints on May 18. Both events were held at the McClarty residence
- The Madera County Compact – Business and Education Shareholders Luncheon – on May 8
- FCC 26th Annual Puente Project – End of Year Celebration on May 8.
- FCC Certificate Recognition Ceremony, Honors Recognition Ceremony, and Peters Honors Program Scholarship Reception on May 11 with Trustee Eric Payne
- FCC Registered Nursing Program pinning ceremony at Roosevelt High School on May 18
- Assisted with the planting of a new Healing-Medicinal Garden at the Parlier Youth Centers of America offices on May 24. There were 11 community partners in this project including Reedley College

He thanked the Reedley College Veteran's/Student Services for participating in the Memorial Day Service at the Reedley Cemetery

Reports of Board
Members (continued)

Trustee Barreras reported the following:

- She attended the meet and greet with Assemblyman Jim Patterson at Willow International. She thanked Dr. Teresa Patterson and Deborah Ikeda for arranging and hosting the event
- She was the keynote speaker at the Madera Center graduation. She thanked Michael White for this opportunity to give the speech
- Trustee Barreras thanked the board for their support and allowing her to serve as president of CCCT
- Trustee Barreras announced that State Chancellor Brice Harris will tour Fresno City College and Willow International campuses, and speak at the Downtown Rotary on June 10, 2013

Future Agenda Items

Trustee Payne requested an update and discussion on special programs and potential new programs that will support student success. Dr. Blue will discuss this with Trustee Payne to get further clarification on his request.

Trustee Leal requested an update on the Willow International growth plan. Deborah Ikeda stated the Facilities Master Plan was adopted in September 2012. It is available on the district web page. The chancellor's office will provide a copy of the plan for Trustee Leal.

Trustee Smith requested an update on building an alumni association.

Trustee Nishinaka requested an update on the district Vocational Education Advisory Committee.

Consent Agenda
Action

Trustee Caglia requested to pull 13-41G, 13-42G and 13-43G for discussion.

President Barreras asked for a motion to approve the consent agenda 13-23HR through 13-36HR and 13-38G through 13-40G and 13-44G through 13-46G.

It was moved by Trustee Leal and seconded by Trustee Nishinaka that the Board of Trustees approve consent agenda items 13-23HR through 13-36HR and 13-38G through 13-40 G and 13-44G through 13-46G. The motion carried without dissent.

Trustee Caglia stated all of these items have automatic renewal until 2015. He asked if this has been done in the past. Mr. Cantu stated

Consent Agenda
Action
(continued)

although these items are automatically renewed, they are brought back to the Board for discussion and approval.

It was moved by Trustee Caglia and seconded by Trustee Nishinaka that the Board of Trustees approve consent agenda items 13-41G, 13-42G, and 13-43G. The motion carried without dissent.

Employment, Change of Status, Leave of Absence, Retirement, Academic Personnel [13-23HR]
Action

Approve academic personnel recommendations, items A through D, as amended

Employment, Promotion, Change of Status, Leave of Absence, Resignation, Retirement, Classified Personnel [13-24HR]
Action

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

Consideration of Reorganization to Change the Position of Associate Business Manager to a Vice President of Administrative Services Position, Willow International Community College Center [13-25HR]
Action

Approve the reorganization of the Associate Business Manager position to Vice President of Administrative Services position, Willow International Community College Center, effective June 5, 2013

Consideration to Approve Three-month Limited Term Painter Position, Fresno City College [13-26HR]
Action

Approve the three-month Limited Term Painter position, Fresno City College, effective June 5, 2013, through August 31, 2013

Review of District Warrants and Checks [13-38G] Action

Review and sign the warrants register for the following accounts:

<u>Account:</u>	<u>Amount:</u>	<u>For the Period of:</u>
District	\$13,896,022.34	04/17/13 to 05/14/13
Fresno City College Bookstore	194,066.72	04/17/13 to 05/14/13
Reedley College Bookstore	409,188.88	04/17/13 to 05/14/13
Fresno City College Co-Curricular	137,149.79	04/17/13 to 05/13/13
Reedley College Co-Curricular	42,590.68	04/16/13 to 05/08/13
Total:	<u>\$ 14,679,018.41</u>	

Consideration of Report of Investments [13-39G] Action

Accept the Quarterly Investment Report, as provided by the County of Fresno, for the quarter ending March 31, 2013

Consideration to Adopt Resolution Establishing 2013-14 Appropriations Limit (Gann) [13-40G] Action

Adopt Resolution No. 2013-10 in the matter of the establishment of an appropriations limit for the 2013-14 fiscal year, which sets the appropriations limit for the district at \$222,327,453

Consideration to Adopt Resolution Authorizing Agreement with the California Department of Education for Child and Adult Care Food Program Elective and Mandatory Training, Fresno City College [13-41G] Action

- a) Adopt Resolution No. 2013-11 authorizing the agreement between the California Department of Education Nutrition Services Division and the district, on behalf of the Fresno City College Cal-Pro-NET Center, for elective and mandatory training for the period July 1, 2013, through June 30, 2014, with funding in the amount of \$569,999.74;
- 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
Adopt Resolution
Authorizing
Agreement with the
California
Department of
Education for Child
and Adult Care Food
Program Healthy and
Active Preschoolers
Web Site, Fresno City
College
[13-42G]
Action

- a) Adopt Resolution No. 2013-12 authorizing the agreement between the California Department of Education Nutrition Services Division and the district, on behalf of the Fresno City College Cal-Pro-NET Center, for Healthy and Active Preschooler Web Site for the period July 1, 2013, through June 30, 2014, with funding in the amount of \$85,000;
- 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
Adopt Resolution
Authorizing
Agreement with the
California
Department of
Education for Child
and Adult Care Food
Program Promoting
Integrity Now, Fresno
City College
[13-43G]
Action

- a) Adopt Resolution No. 2013-13 authorizing the district, on behalf of the Fresno City College Cal-Pro-NET Center, to enter into an agreement with the California Department of Education Nutrition Services Division for the Child and Adult Care Food Program Promoting Integrity Now training for the period July 1, 2013, through June 30, 2014, with funding in the amount of \$85,000;
- 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
Adopt Resolution
Authorizing
Agreement with the
Office of Statewide
Health Planning and
Development for
Nursing Education,
Fresno City College
[13-44G]
Action

- a) Adopt Resolution No. 2013-14 authorizing the district, on behalf of Fresno City College, to enter into an agreement with the Office of Statewide Health Planning and Development for funding to supplement the Associate Degree Nursing Program for the period August 1, 2013, through September 15, 2015, with funding in the amount of \$160,000;
- 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 Sale of
Surplus Property,
Fresno City College
[13-45G]

Action

Authorize the sale of surplus property

Consideration of Bids,
Interior Painting,
Fresno City College
[13-46G]

Action

Award Bid No. 1213-17 in the amount of \$38,557 to Wm. B. Saleh Company, the lowest responsible bidder for interior painting at Fresno City College; and authorize the chancellor or vice chancellor of finance and administration to sign an agreement on behalf of the district

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

Consideration to
Change Date of
October Board of
Trustees Meeting
[13-34]

Action

The Board discussed an alternate date for the October 1, 2013, Board of Trustees meeting due to the conflict with the Association of Community College Trustees annual Leadership Congress. This item will be discussed at a future board meeting. No action was taken

Nomination of
Candidate for ACCT
Board
[13-35]

Action

A motion was made by Trustee Leal and seconded by Trustee Caglia that the Board of Trustees consider nominating Eric Payne as a candidate for the ACCT Board of Trustees for the election taking place in October 2013, and sign a letter of support on behalf of Trustee Payne. The motion carried without dissent.

Presentation of Draft
2013-2017
Colleges/Centers
Strategic Plans
[13-36]

No Action

College/campus presidents, Tony Cantu, Michael White, and Deborah Ikeda presented the draft 2013-2017 colleges/centers strategic plans; their mission, vision and values statements; and goals and objectives for the Board's review. The Board will receive the colleges/centers mission statements and strategic plans as two separate items for action at the July 2, 2013, board meeting.

Consideration to
Approve Curriculum
Proposals, Summer
2013 through Fall
2014, Fresno City
College and Reedley
College
[13-37]

Action

Dr. George Railey presented the curriculum proposals for summer 2013 through fall 2014 for Fresno City College and Reedley College.

A motion was made by Trustee Smith and seconded by Trustee Nishinaka that the Board of Trustees approve the Fresno City College and Reedley College curriculum proposals, as presented. The motion carried without dissent.

Consideration to
Adopt Revision to
Amended 2014
Spring Semester
Instructional
Calendar
[13-38]
Action

Dr. Railey presented the revision of the amended 2014 spring semester instructional calendar.

A motion was made by Trustee Caglia and seconded by Trustee Nishinaka that the Board of Trustees adopt the revised winter break and 2014 spring semester instructional calendar for Fresno City College, Reedley College/Madera and Oakhurst Centers, and the Willow International Community College Center. The motion carried without dissent.

Consideration of
Proposition 30 –
Education Protection
Account Expenditure
Plan, 2012-13 Fiscal
Year
[13-39]
Action

Ed Eng presented the education protection account expenditure plan

A motion was made by Trustee Leal and seconded by Trustee Caglia that the Board of Trustees approve the Education Protection Account expenditure plan for fiscal year 2012-13, as presented. The motion carried without dissent.

Consideration to
Approve 2013-14
Tentative Budget
[13-40]
Action

Mr. Eng presented the 2013-2014 tentative budget. He reviewed the budget priorities, guiding principles, and fiscal assumptions, based on the governor's January budget. He reviewed the long-term obligations and commitments, proposed campus reserves spending plan, the 2013-2014 general fund budget summary, and the 2013-2014 tentative budget allocation. Mr. Eng provided an update on the May revise.

Mr. Payne asked if the Board should approve this budget later in the month once the district has a better idea of what funds will be restored from the governor's office. Mr. Eng said by adopting the tentative budget now, it sets in motion the district's ability to appropriate funds. The new fiscal year begins July 1, 2013. The next board meeting won't take place until July 2, 2013. The final budget will be adopted in September. Adjustments can be made between July and September. Dr. Blue stated that the board will be provided with ongoing updates until the Final Budget is adopted in September.

Trustee Nishinaka asked if the budget will allow for class offerings in the smaller communities. Dr. Blue said the district is looking into adding more classes next year.

A motion was made by Trustee Payne and seconded by Trustee Leal that the Board of Trustees approve the 2013-14 Tentative Budget, as

presented. The motion carried without dissent.

Consideration to
Establish Public
Hearing Date for the
Proposed 2013-14
Final Budget
[13-41]
Action

A motion was made by Trustee Nishinaka and seconded by Trustee Smith that the Board of Trustees schedule a public hearing for the proposed 2013-14 final budget at 4:30 p.m. on September 3, 2013. The motion carried without dissent.

Consideration to
Authorize Year-end
Balancing Transfers,
2012-13 Fiscal Year
[13-42]
Action

A motion was made by Trustee Leal and seconded by Trustee Smith that the Board of Trustees authorize year-end balancing transfers for the 2012-13 fiscal year. The motion carried without dissent.

Consideration to
Authorize Submittal
of 2015-2019 Five-
year Construction
Plan and Priority
Projects
[13-43]
Action

Brian Speece presented the 2015-2019 Five-year Construction Plan and Priority Projects

Trustee Leal if there is a projected date to break ground on the southeast site. Mr. Speece stated another state bond has to be passed before the project can begin.

Trustee Caglia asked if the district is thinking about putting a bond on the ballot for 2016.

Trustee Smith asked if safety is being taken into consideration.

Trustee Payne stated he is concerned that the city of Fresno will not support the infrastructure if the southeast site is constructed. Mr. Speece said it is still part of the Fresno's general plan, but not a priority. The district is in contact with the City on a regular basis regarding the project.

Dr. Blue stated that she spoke with Mayor Swearingin and they are, as scheduling permits, planning to meet soon to discuss the southeast site.

A motion was made by Trustee Caglia and seconded by Trustee Payne that the Board of Trustees approve submittal of the Five-year Construction Plan for the years 2015-2019. The motion carried without dissent.

Consideration to Authorize Submittal of Initial Project Proposal, Art/Home Economics Building Modernization, Fresno City College [13-44]
Action

A motion was made by Trustee Caglia and seconded by Trustee Leal that the Board of Trustees authorize submittal of an Initial Project Proposal for the Art/Home Economics Building modernization, Fresno City College, to the California Community College Chancellor's Office. The motion carried without dissent.

Consideration to Authorize Submittal of Initial Project Proposal, Aeronautics, Mechanical Arts and Automotive Building Modernizations, Reedley College [13-45]
Action

A motion was made by Trustee Caglia and seconded by Trustee Nishinaka that the Board of Trustees authorize submittal of an Initial Project Proposal for the Aeronautics, Mechanical Arts and Automotive Building modernizations, Reedley College, to the California Community College Chancellor's Office. The motion carried without dissent.

Consideration of Bids, Trash Compactor Site Work, Reedley College [13-46]
Action

A motion was made by Trustee Caglia and seconded by Trustee Leal that the Board of Trustees award Bid #1213-16 in the amount of \$58,800 to Durham Construction Company, the lowest responsible bidder for trash compactor site work 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, Concrete Improvements, Fresno City College [13-47]
Action

A motion was made by Trustee Caglia and seconded by Trustee Leal that the Board of Trustees award Bid #1213-14 in the amount of \$319,000 to Marko Construction Group, Inc., the lowest responsible bidder for concrete 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
Concur/Oppose
Personnel
Commission Budget
[13-48]

Action

A motion was made by Trustee Smith and seconded by Trustee Leal that the Board of Trustees direct the chancellor to notify the Fresno County Superintendent of Schools that there will be no objection to the State Center Community College District Personnel Commission estimated budget of \$444,223 for the 2013-14 fiscal year.

The motion passed as follows:

Ayes	-	6
Noes	-	0
Abstain	-	1 (Payne)

Consideration to
Adopt District Equal
Employment
Opportunity Plan for
2013-2016
[13-49]

Action

Diane Clerou thanked the members of the Equal Employment Opportunity Plan Advisory Committee for their work on the plan. The committee worked with attorney Arturo Ocampo, who assisted with language on the plan. The advisory Committee will be coming back to the Board in a year with a progress report.

Trustee Leal asked why outside counsel was used to develop the plan. Ms. Clerou said Mr. Ocampo specializes in EEO law.

Trustee Smith said this plan is long overdue and she appreciates the committee's work on the plan.

A motion was made by Trustee Smith and seconded by Trustee Nishinaka that the Board of Trustees adopt the District Equal Employment Opportunity Plan, as presented. The motion carried without dissent.

Public Hearing
Regarding Impasse
Between Classified
School Employees
Association and the
District, Resolution of
Same, and
Consideration of
Unilateral

Implementation of
District's Last Best
and Final Proposal to
Classified School
Employees
Association
[13-50]

No Action

Diane Clerou stated that Since the May 7, 2013, board meeting when the public hearing was held on the fact finding chairperson's advisory recommendations for resolution of negotiations impasse between State Center Community College District and California School Employees Association, the district representatives and CSEA bargaining unit representatives have held two additional negotiations sessions. The parties are still at impasse. It is necessary to hold a public hearing to move to the next step in the process.

Board President Barreras opened the meeting for comments from the public relative to the tentative agreement at 7:53 p.m.

Terry Flannigan, representative for CSEA, stated that CSEA and the district have been bargaining for over a year. He asked Dr. Blue to exercise her leadership skills and come to the table and help to reach an agreement.

Public Hearing
Regarding Impasse
Between Classified
School Employees
Association and the
District, Resolution of
Same, and
Consideration of
Unilateral
Implementation of
District's Last Best
and Final Proposal to
Classified School
Employees
Association
[13-50]
No Action
(continued)

Renee Dower, chief negotiator for CSEA, reaffirmed her statements from the previous board meeting. CSEA does not agree with the proposed changes to long term disability. CSEA also requests an increase of 17 dollars in health and welfare benefits. They also want the classification study to be removed from the contract. She said CSEA does not feel like they are part of the team. They want to rebuild the trust and the accountability within the district.

Shelline Bennett, lead negotiator on behalf of the district, recommends adopting the resolution recommending the districts last, best and final offer. She provided details of negotiations with CSEA since June 30, 2013. Ms. Bennett provided examples of the fiscal crisis that has impacted state and local agencies across the state of California.

Terry Flannigan reminded the Board that bad faith bargaining is illegal and unfair.

President Barreras closed the public hearing at 8:20 p.m.

Delegations,
Petitions, and
Communications

Trustee Barreras called for Mr. Tate Hill, who requested to address the Board. Mr. Hill was no longer present at the board meeting.

Bill Turini advised the Board that SCFTA President and Reedley College instructor Lacy Barnes suffered a tragic loss the previous week. Dr. Barnes' sister LaVisa and her niece Laurinda were injured and Laurinda's two young daughters lost their lives during the Oklahoma tornado. Mr. Turini advised the Board that a trust has been established to assist the family as they recover from this tragedy. Donations can be made through PayPal. The account is identified with the email address, ceciliad34@gmail.com, and the note should say "Donation to LaVisa Barnes for tornado recovery."

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 LEGAL COUNSEL – EXISTING LITIGATION, Pursuant to Government Code Section 54956.9(a); Murubhai Khunti v. SCCC, et al., Fresno Superior Court Case No. 12- CE CG 01205
- C. CONFERENCE WITH LABOR NEGOTIATOR [SCFT Full-time Bargaining Unit; SCFT Part-time Bargaining Unit, California School Employees Association Bargaining Unit, and SCCC Peace Officers

Closed Session
(continued)

Association]; Diane Clerou, Pursuant to Government Code Section 54957.6

- D. PUBLIC EMPLOYMENT, Pursuant to Government Code Section 54957
 - 1. District Dean of Admissions and Records and Enrollment Management
 - 2. Reedley College President

President Barreras called a recess at 8:25 p.m.

Report of Closed
Session

The Board moved into open session at 11:10 p.m.

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

Consideration of
Unilateral
Implementation of
District’s Last Best
and Final Proposal to
California School
Employees
Association
[13-51]
Action

A motion was made by Trustee Caglia and seconded by Trustee Leal that the Board of Trustees adopt Resolution 2013-15, to impose Unilateral Implementation of the District’s Last Best and Final Proposal to California School Employees Association.

The motion passed by the following roll-call vote:

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

Consideration to
Approve District
Dean of Admissions
and Records and
Enrollment
Management
[13-52]
Action

A motion was made by Trustee Nishinaka and seconded by Trustee Leal that the Board of Trustees appoint Mr. Pedro Avila as the District Dean of Admissions and Records and Enrollment Management with placement on the management salary schedule at range 62 step 5 (\$122,970/annually), effective July 1, 2013. The motion carried without dissent.

Consideration to
Appoint Reedley
College President
[13-53]
Action

A motion was made by Trustee Payne and seconded by Trustee Leal that the Board of Trustees appoint Dr. Sandra Caldwell as the Reedley College President at a salary of \$180,000 per year, effective July 1, 2013.

The motion passed as follows:

Ayes	-	6
Noes	-	1 (Patterson)
Absent	-	0

Trustee Patterson asked that the following statement be included in the minutes.

“It is very uncomfortable for me to take this position but I do believe this position is important for the development of the District.

During the years I have sat on the Board, we have acted on numerous times to not accept a list of candidates for certain positions, and reopen the recruitment for those positions. Those actions were taken, on most occasions, because there was the “appearance that the screening process may not have been fair” and excluded certain minorities and/or protected class members. On each and every such occasion I supported those actions with the desire to see that everyone was treated equally, regardless of race, ethnicity, sex or other grounds.

The policy of the District is to ensure that we have Equal Opportunities for All, regardless of race, ethnicity, sex or other grounds.

In the past, the problems with “fairness” most often occurred during the initial “Screening Process”. The purpose of the Screening Committee is to assure the qualifications of the candidates are appropriate to the position. Further, it is the duty of the Screening Committee to rank each candidate based on qualifications for the position, as detailed in the District’s position announcement.

When the process “seemed to exclude” certain groups of candidates, or failed to give the appearance of fair assessments of qualifications of the candidates in total, the testing process was terminated and reopened.

In the past Board Members were kept apprised of the developments of the testing processes for the high positions in the District.

Consideration to
Appoint Reedley
College President
[13-53]

Action

(continued)

But, in this case, I, as a Board Member, was not kept apprised of the progress of the selection of a President of Reedley College until just before the date interviews with the Board were scheduled.

It was then that I learned that the Interim President's qualifications did not seem appropriate to the Screening Committee for his name to be forwarded to the Board Interviews. But, I did learn that three candidate's names were submitted to the Board for interviews for final consideration. And, those three candidates were two females and one male Hispanic.

Knowing that the Interim President at Reedley College had been given kudos for his leadership in the resolving of Accreditation issues, his work on Student learning Outcomes, working with the Reedley Community, and his commitment to increase graduation rates, it was a concern that the Interim President's qualifications may not have been given sufficient consideration.

The morning of the Board Interviews I called Chancellor Blue and inquired why the Interim President name was not considered "Qualified" by the Screening Committee and asked whether the ACCT consultant hired to manage the President recruitment had any comments regarding the process to assure that it was fair. I told the Chancellor that I had some concerns about the Selection Process and would like to have a discussion before the Board Interviews. Further, I mentioned that I thought it would be appropriate for the ACCT consultant to be available for the discussion. The consultant is charged with the responsibility to show that the process is fair and the "best qualified" candidates are selected, regardless.

In the afternoon I went to the Interviews location prior to the meeting to see the resumes of the three candidates so that I might compare their qualifications to those of the Interim President.

I reviewed the applicants and noted that it did not appear that any of the three candidates had the qualifications that the Interim President has. Certainly, none had experience in the role of President, and none had experience leading a College's Accreditation process.

Then, at the beginning of the Interviews I asked to have the opportunity to review the Screening Process to insure that it was fair, based on the qualifications of the Interim President that apparently were not considered. I also asked whether we could contact the ACCT

Consideration to
Appoint Reedley
College President
[13-53]
Action
(continued)

consultant for these discussions.

But, I was interrupted by the Board President who declared that the process was fair. She then cut off any further discussion, refusing to visit any discussion on the Selection Process.

At that point I did not feel that sufficient discussion on the subject of an excluded candidate's qualifications had been made to satisfy my concerns.

With that I refused to further participate in a process that appeared to me to be flawed.

I am certain that if the Interim President was a person of color or member of a protected class, all Board Members would have been voicing concerns.

But, since the Interim President is a white male, I believe it is the responsibility of a responsive Board to show concern and truly show that Equal Employment Opportunities to all means just that.”

Mr. Patterson stated that he was going to recommend that the Board table this appointment, but the vote had already taken place.

Adjournment

The meeting was adjourned at 11:25 p.m. by unanimous consent.

Ronald Nishinaka
Secretary, Board of Trustees
State Center Community College District

na

(Unapproved) MINUTES OF MEETING OF
BOARD OF TRUSTEES
STATE CENTER COMMUNITY COLLEGE DISTRICT
June 15, 2013

Call to Order A special meeting of the Board of Trustees of the State Center Community College District was called to order by President Isabel Barreras at 8:45 a.m., June 15, 2012, at the Clovis Center, 390 W. Fir Ave, Room 301, Clovis, California

Trustees Present Isabel Barreras, President
Richard Caglia, Vice President
Ronald H. Nishinaka, Secretary
Patrick E. Patterson
Dorothy Smith
John Leal
Eric Payne

Also present were:

Deborah G. Blue, Chancellor, SCCC
Dr. Pam Fisher, Facilitator, Association of Community College Trustees (ACCT)

Delegations, Petitions,
and Communications None

Old Business None

Future Agenda Items None

Delegations, Petitions,
and Communications None

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

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code Section, 54957; Chancellor

Ms. Barreras called a recess at 8:46 a.m.

Report of Closed Session	Ms. Barreras stated there was no action to report from closed session.
Open Session	The Board moved into open session at 10:40 p.m.
Board Self- Assessment Workshop with Pam Fisher	Pam Fisher led a discussion on the Board’s self-evaluation and the 2013-2014 goals.
Adjournment	The meeting was adjourned at 12:42 p.m. by the unanimous consent of the Board.

Ron Nishinaka
Secretary, Board of Trustees
State Center Community College District

na

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Employment, Change of Status,
 Academic Personnel

ITEM NO. 13-27HR

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 persons:

<u>Name</u>	<u>Campus</u>	<u>Class & Step</u>	<u>Salary</u>	<u>Position</u>
Swallow, Susan R.	RC	II, 6	\$71,329	Child Development Instructor/ Coordinator

(Current Classified Employee)
(One-year Temporary – August 1, 2013 through May 31, 2014)

Adams, Darren M.	FCC	I, 6	\$65,413	Electrical Systems Technology Instructor
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(Current Adjunct Faculty)
(First Contract – August 8, 2013 through May 23, 2014)

Hernandez, Maria C.	FCC	I, 1	\$51,992	Automotive Technology Instructor
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(Current Classified Employee)
(First Contract – August 8, 2013 through May 23, 2014)

Hernandez, Timothy D.	FCC	V, 6	\$80,221	Ceramics Instructor
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(New Hire)
(First Contract – August 8, 2013 through May 23, 2014)

Kemmer, Lynne M.	FCC	II, 2	\$58,256	Librarian
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(New Hire)
(First Contract – August 8, 2013 through May 23, 2014)

Staebler, Diane	FCC	IV, 7	\$77,881	Biology Instructor
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(Current Adjunct Faculty)
(Second Contract – August 8, 2013 through May 23, 2014)

Academic Personnel Recommendations

Page 2

A. Recommendation to employ the following persons (continued):

<u>Name</u>	<u>Campus</u>	<u>Class & Step</u>	<u>Salary</u>	<u>Position</u>
Yang, David	FCC	III, 6	\$72,095	Mathematics Instructor

(New Hire)

(First Contract – August 8, 2013 through May 23, 2014)

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

<u>Name</u>	<u>Campus</u>	<u>Effective Date</u>	<u>Position</u>
Scheid, Anne F.	FCC	August 8, 2013	Art Instructor

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

C. Recommendation to change the contractual duty days effective August 8, 2013 for the following persons:

<u>Name</u>	<u>Campus</u>	<u>From</u>	<u>To</u>	<u>Position</u>
Caetano, Heidi L.	FCC	177	197	Dental Hygiene Instructor
Denver, Monta J.	FCC	197	177	Dental Hygiene Instructor

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

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

ITEM NO. 13-28HR

EXHIBIT: Classified Personnel Recommendations

Recommendation:

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

July 2, 2013

CLASSIFIED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following persons as probationary:

Name	Location	Classification	Range/Step/Salary	Date
DiQuirico, Shawna	RC	Accounting Clerk III Position No. 3122	48-A \$3,175.58	05/29/2013
Gallegos, Isaac	FCC	DSP&S Mobility Driver – PPT Position No. 2407	32-A \$12.35/hr.	05/29/2013
Yang, John	FCC	Upward Bound Assistant Position No. 2258	52-A \$3,496.83	06/18/2013

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
Haynes, Mary Ann	DO	Human Resources Technician Position No. 1051	51-A (Confidential) \$21.06/hr.	05/24/2013
Peters, Melanie	FCC	Sign Language Interpreter II Position No. 8078	45-A \$17.00/hr.	05/31/2013
Tindall, Michelle	FCC	Sign Language Interpreter II Position No. 8079	45-A \$17.00/hr.	05/31/2013
Watkins, Morgan	FCC	Sign Language Interpreter II Position No. 8080	45-A \$17.00/hr.	05/31/2013
Souders, Tracy	DO	Accounting Technician I Position No. 1036	57-A \$22.79/hr.	06/04/2013
Adame, Sophia	DO	International Education Assistant Position No. 1147	48-E \$22.25/hr.	06/05/2013
Balint, George	DO	Painter Position No. 1111	63-A \$26.38/hr.	06/10/2013 thru 08/31/2013
Farkas, April	FCC	Administrative Aide Position No. 2048	53-A \$20.66/hr.	06/17/2013

Classified Personnel Recommendation

Page 2

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

Name	Location	Classification	Range/Step/Salary	Date
Gonzalez, Patricia	FCC	Administrative Secretary I Position No. 2337 to Secretary to the Vice Chancellor Position No. 1042	48-C \$3,496.83/mo. to 58-A (Confidential) \$4,347.33/mo.	06/13/2013

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

Name	Location	Classification	Range/Step/Salary	Date
Figueroa, Rebeca	RC	Food Service Worker II Position No. 3041 to Cook Position No. 3041	36-E \$2,874.42/mo. to 43-C \$3,089.08/mo.	11/01/2010 thru 05/17/2013

(Additional compensation for working out of class per Article 33, Section 8 of CSEA contract)

Aguilar, Shannon	RC	Instructional Technician – Microcomputer Lab Position No. 3037 to Micro-computer Specialist Position No. 3037	50-A \$3,333.42/mo. to 60-A \$4,251.50/mo.	05/20/2013 thru 07/31/2013
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(Additional compensation for working out of class per Article 33, Section 8 of CSEA contract)

Rola, Fred	RC	Instructional Technician – Microcomputer Lab Position No. 3091 to Micro-computer Specialist Position No. 3091	50-E \$4,054.42/mo. to 60-B \$4,460.75/mo.	05/20/2013 thru 07/31/2013
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(Additional compensation for working out of class per Article 33, Section 8 of CSEA contract)

Figueroa, Rebeca	RC	Food Service Worker II Position No. 3041 to Cook Position No. 3041	36-E \$2,946.25/mo. to 43-C \$3,166.33/mo.	06/17/2013 thru 07/26/2013
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(Additional compensation for working out of class per Article 33, Section 8 of CSEA contract)

DeSutter, Ashley	DO	Office Assistant II Position No. 1043 to Human Resource Technician Position No. 1043	41-E \$18.74/hr. to 50-B \$20.17/hr.	06/10/2013
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(Additional compensation for working out of class per Article 33, Section 8 of CSEA contract)

Baize, Carrie	FCC	Job Developer Position No. 2116 to Office Assistant III Position No. 2118	62-A \$4,572.25/mo. to 48-E \$3,953.67/mo.	07/01/2013
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(Return to regular assignment)

Classified Personnel Recommendation

Page 3

D. Recommendation to approve the change of status of the following regular employees (cont'd):

Name	Location	Classification	Range/Step/Salary	Date
Crill- Hornsby, Cheryl	DO	Administrative Aide Position No. 1057 to Research Assistant Position No. 1057	53-E \$4,354.17/mo. to 60-C \$4,687.67/mo.	07/01/2013

(Additional compensation for working out of class per Article 33, Section 8 of CSEA contract)

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

Name	Location	Classification	Date
Bremseth, Karen	DO	Phone Communications Operator II Position No. 1010	06/28/2013
Garcia, Jr. Guadalupe	RC	Bookstore Seasonal Assistant Position No. 8046	07/31/2013
Laws, Shakira	RC	Bookstore Sales Clerk I - Seasonal Position No. 8043	08/09/2013

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

Name	Location	Classification	Date
Anderson, Charles	DO	Sergeant of Police Position No. 1087	06/29/2013
Khunti, Murubhai	DO	Air Conditioning/ Plumber Specialist (Lead Maintenance Worker) Position No. 1098	07/01/2013

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Change the Reporting
Relationship of the President, Willow
International Community College Center

ITEM NO. 13-29HR

EXHIBIT: Proposed Organizational Chart

Background:

On March 6, 2012, the Board of Trustees modified the organizational structure of Willow International Community College Center (WICCC) to create the position of Campus President, Willow International Community College Center/Vice Chancellor, North Centers. Effective July 1, 2012, the position title became Campus President, Willow International Community College Center. Also on July 1, 2012, the reporting structure was modified to reflect the direct reporting relationship of the campus president of WICCC to the Reedley College president and the indirect reporting relationship to the chancellor. This was a necessary step to be approved for candidacy by the Accrediting Commission for Community and Junior Colleges (ACCJC).

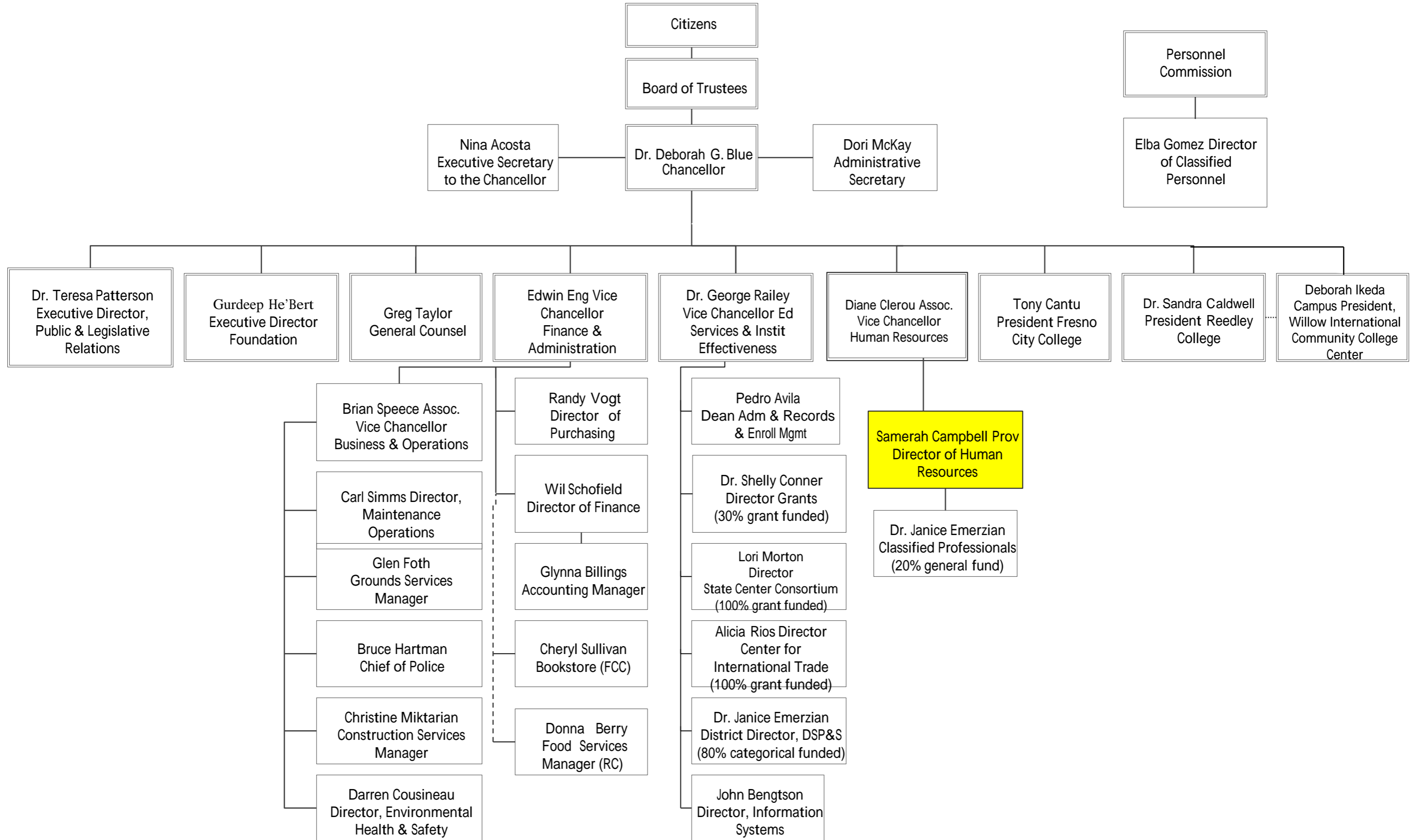
Since that time, the administration has been working with ACCJC to move WICCC towards initial accreditation. WICCC has been granted candidacy, effective March 6, 2013, and is considered a college for accreditation purposes by ACCJC. It is now appropriate to change the reporting relationship of the campus president of Willow International Community College Center to report directly to the chancellor and indirectly to the Reedley College president.

Recommendation

It is recommended the Board of Trustees approve changing the reporting relationship for the campus president of Willow International Community College Center to report directly to the Chancellor of State Center Community College District and indirectly to the Reedley College president effective July 3, 2013.



State Center Community College District



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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Approve Reorganization
and Resolution of Layoff Eliminating Two
District Operations Positions

ITEM NO. 13-30HR

EXHIBIT: Resolution No. 2013.19 and Organizational Charts

Background:

The SCCCD Police Services Department provides police services to the campuses and centers 24 hours per day, 7 days a week. A vital component of these services is the dispatch center, which also is staffed 24 hours per day, 7 days a week. This requires that 21 eight-hour shifts be staffed every week. Currently, the department has two permanent full-time dispatchers who fill ten of the shifts each week. This requires that the remaining 11 shifts each week be filled by student aides. The positions are the communication link between the public and police; to receive, interpret and transmit information essential for safety and security in both emergency and non-emergency situations related to police, fire and medical aid.

Examples of Dispatcher Duties

- Providing constant communications support to the police officers in the field
 - Providing critical information to officers prior to and during contact with suspects, including vehicle, record and warrant checks
 - Coordinating additional police response, as needed, for field officers, fire personnel, and other agencies
 - Coordinating police response with security, surveillance, fire and communication systems to assist daily field operations
- Receiving calls for service from the campuses, other agencies and the community
- Monitoring the districtwide fire and security alarms and coordinating responses, as needed, with police, other agencies and contractors
- Monitoring the districtwide camera systems and coordinating responses, as needed
- Initiating alarms during campus emergencies and participating in district wide testing of those systems, with follow-up documentation, as required
- Communicating with outside agencies and coordinating services during emergency responses
- Logging all calls for service

The dispatcher position provides services that are critical in maintaining officer safety and campus security. In addition, the dispatcher positions are required to be Police Officer Standards Training (POST) certified. Staffing these positions with student aides over half of the time each week does not provide the level of expertise required to guarantee these services are provided constantly and consistently.

Administration is recommending eliminating two office assistant III positions, specifically position #1091 and #1119, in the SCCCD Operations Department and using the salary savings to add two permanent and one permanent part-time dispatcher positions. This would increase the dispatcher positions to 4.5, which would staff all of the dispatcher shifts with permanent positions, including during holidays, vacations and sick time.

The duties currently performed by the clerical positions would be assumed by the dispatcher positions. Many of these duties would be performed during quiet times on the swing and graveyard shifts and by the permanent part-time position. The effected employees may have seniority rights to “bump” into other positions or be placed in vacancies of a related classification, thereby not necessitating their termination from the district.

Fiscal Impact

By eliminating the office assistant III positions, there will be a total salary and benefit savings of \$151,282. The total cost of salary and benefits for the proposed dispatcher positions is \$129,050. This reorganization would net a yearly savings in salary and benefits of \$22,232.

Recommendation

It is recommended the Board of Trustees approve the reorganization and Resolution of Layoff authorizing the chancellor or her designee to give a notice of layoff to two full-time classified positions of the district pursuant to the district’s rules and regulations and applicable provisions of the education code.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 2013.19**

AUTHORIZING NOTICES OF LAYOFF

WHEREAS, the SCCCD Police Services Department provides necessary services to the campuses and centers 24 hours per day every day,

WHEREAS, the police dispatcher positions are the communication link between the public and police to receive, interpret and transmit information essential to the safety and security in both emergency and non-emergency situations related to police, fire and medical aid,

WHEREAS, it is vital to have sufficient, trained coverage of the district police dispatch unit at all times,

WHEREAS, the district has determined the services of two office assistant III positions in the SCCCD Operations Department should be eliminated in order to fund the staffing of additional district operations police department dispatchers,

WHEREAS, the Board of Trustees hereby finds it is in the best interest of this college district that, as of the date indicated, certain services now being provided be discontinued by the following extent:

<u>District Operations</u>	<u>Position #</u>	<u>Date</u>
1. Office Assistant III	1091	September 3, 2013
2. Office Assistant III	1119	September 3, 2013

NOW, BE IT RESOLVED that as of the date listed above, the position listed above shall be discontinued to the extent set forth above.

BE IT FURTHER RESOLVED that, the SCCCD chancellor is hereby authorized to give notices of layoff to two classified employees of the district pursuant to the district’s rules and regulations and applicable provisions of the education code not less than 60 days prior to the effective date of layoff, as set forth above, and to those individuals who are potentially subject to layoff due to seniority bumping rights of the individual receiving a layoff notice as required by the terms of the collective bargaining agreement.

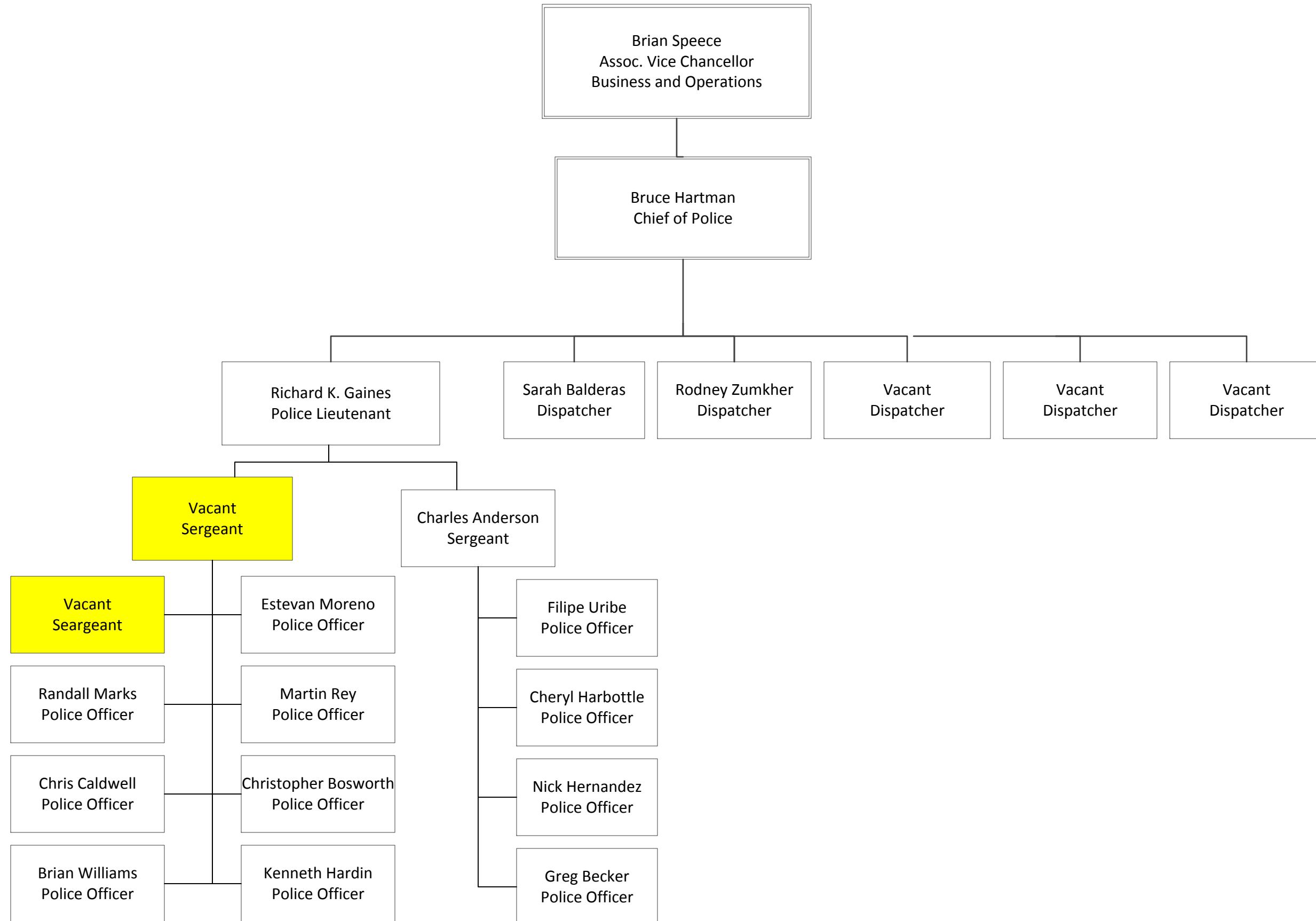
PASSED AND ADOPTED on this 2nd day of July, 2013, by the following vote:

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

Board of Trustees Secretary
State Center Community College District

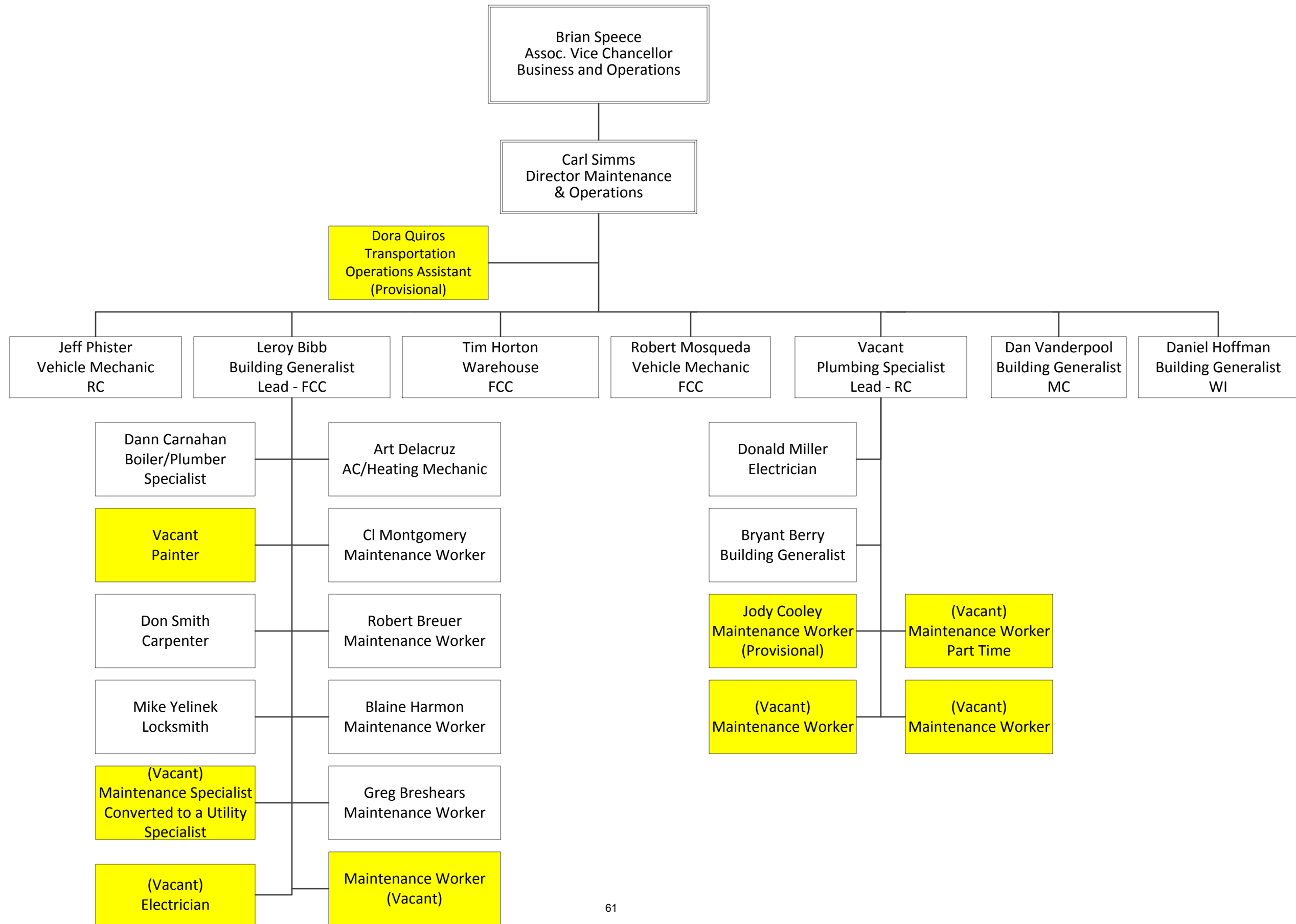


District Operations – Police (Proposed)





District Operations Maintenance & Operations (Proposed)



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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Approve Permanent
Part-time Instructional Aide – Child
Development Lab Position, Madera Center

ITEM NO. 13-31HR

EXHIBIT: None

Background:

The Madera Center is in need of a 10-month, 19-hour a week permanent part-time instructional aide – child development lab position. Due to growth within the program and in order to be licensed to accept children into the facility, the Madera Center needs one additional permanent part-time instructional aide at the child development center.

Examples of Duties:

- Performs a variety of duties related to the running of classes in the child development center
- Preparing for and conducting activities with young children, including those with special needs
- Assisting in the assessment of young children enrolled in the program
- Communicating with parents regarding activities of the center
- Assisting in the preparation for and feeding of children
- Demonstrating techniques used in working with young children

Recommendation:

It is recommended the Board of Trustees approve one Permanent Part-time Instructional Aide – Child Development Lab position, Madera Center.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Approve Two Permanent
Part-time Instructional Assistant – Nursing
Positions, Fresno City College

ITEM NO. 13-32HR

EXHIBIT: None

Background:

The Health Sciences Division at Fresno City College was recently awarded a grant that provides funding to support the addition of two Permanent Part-time Instructional Assistant – Nursing positions. These positions will be 10-months, 19-hours per week permanent part-time positions and will assist students who are currently enrolled in the nursing program and in need of tutoring and assistance while participating in lab activities.

Examples of Duties:

- Performs a variety of complex duties including the demonstration and explanation of nursing procedures and their relationships to theory and principles of nursing
- Assists students in perfecting nursing skills for both registered nursing and vocational nursing students

Recommendation

It is recommended the Board of Trustees approve two Permanent Part-time Instructional Assistant – Nursing positions, Fresno City College.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Approve Revision of
Groundskeeper Series Job Duties

ITEM NO. 13-33HR

EXHIBIT: None

Background:

The Personnel Commission and district have been reviewing job specifications within the groundskeeper series. It was determined that the job specifications needed to be updated to more accurately reflect the actual duties being performed within each classification.

According to Education Code Section 88009, the Board of Trustees shall fix and prescribe the duties to be performed by all persons in the classified service. Following the Board's approval of the revised duties, the director of classified personnel will update the minimum qualification requirements and knowledge and abilities. Those revisions will then be forwarded to the Personnel Commission for approval according to Education Code Section 88095. If the Personnel Commission recommends any change in salary, then the district will meet and negotiate with CSEA as required by the education code.

Example of Duties:

Groundskeeper I

Performs a variety of duties including, but not limited to:

- Care for established landscaped areas by mowing, aerating, edging, grubbing, mulching, removing thatch, trimming and weeding around flower beds, walkways, and walls according scheduled needs
- Plant, cultivate, prune, fertilize and irrigate flowers, trees, grass, shrubs, and other plant material in order to preserve softscape areas
- Identify diseases in landscaped areas in order to prevent contamination
- Prepare soil for new sod, seeding or over seeding in order to adjust to seasonal changes in accordance with planned use
- Collect debris and refuse from tree trimming and removal operations into piles, using shovels, rakes or other tools in order to clear site
- Care for hardscape areas by using blowers, brooms, shovels, rakes, and other tools in order to clear sites
- Use hand tools such as axes, hedge, handsaws, rakes, brush trimmers, pruning saws, and

shovels to plant, cultivate, prune, fertilize and irrigate flowers, trees, grass and shrubs in order to preserve soft-scape areas

- Collect animal waste, human waste and debris from campus and remove using brooms, shovels, rakes or other tools in order to clear site using proper safety techniques
- Use proper tools to install, repair, and maintain irrigation systems to ensure efficient operation
- Operate mowers, ride-on tractors, blowers, carts, chain saws, backhoes and other powered equipment
- Communicate with district personnel to exchange information and resolve issues or concerns related to grounds maintenance activities
- Clear sites, streets, and grounds of woody and herbaceous materials, such as tree stumps, fallen trees and limbs to maintain a safe and visually appealing area
- Drive a district truck to assigned sites to conduct work
- Participate in seminars, workshops and other training programs to stay current with rules, regulations, and industry best practices
- May perform other related duties as needed

Groundskeeper II

Performs a variety of duties including, but not limited to:

- Care for established landscaped areas by mowing, aerating, edging, grubbing, mulching, removing thatch, trimming and weeding around flower beds, walkways, and walls according scheduled needs
- Plant, cultivate, prune, fertilize and irrigate flowers, trees, grass, shrubs, and other plant material in order to preserve softscape areas
- Identify and conduct treatment for diseases in landscaped areas in order to prevent contamination
- Prepare soil for new sod, seeding or over seeding in order to adjust to seasonal changes in accordance with planned use
- Collect debris and refuse from tree trimming and removal operations into piles, using shovels, rakes or other tools in order to clear site
- Care for hardscape areas by using blowers, brooms, shovels, rakes, and other tools in order to clear sites
- Use hand tools such as axes, hedge, handsaws, rakes, brush trimmers, pruning saws, and shovels to plant, cultivate, prune, fertilize and irrigate flowers, trees, grass and shrubs in order to preserve soft-scape areas
- Collect animal waste, human waste and debris from campus and remove using brooms, shovels, rakes or other tools in order to clear site using proper safety techniques
- Use proper tools to install, repair, and maintain irrigation systems to ensure efficient operation
- Operate mowers, ride-on tractors, blowers, carts, chain saws, backhoes and other powered equipment
- Maintain grounds equipment in safe operating condition by performing routine maintenance such as sharpening blades, lubricating and replacing parts as needed
- Apply pesticides, herbicides and fertilizers utilizing proper application techniques and

appropriate amounts for the upkeep of turfs, shrubs, trees, and hardscapes for elimination of pests and weeds

- Ensure preparation and repairs of athletic fields and turfs for appropriate use.
- Communicate with district personnel to exchange information and resolve issues or concerns related to grounds maintenance activities
- Clear sites, streets, and grounds of woody and herbaceous materials, such as tree stumps, fallen trees and limbs to maintain a safe and visually appealing area
- Drive a district truck to assigned sites to conduct work
- May climb trees using ladders, climbing hooks, boom lifts, correct safety equipment and belts to prune dead and excess branches and inspect for pests and diseases
- Participate in seminars, workshops and other training programs to stay current with rules, regulations, and industry best practices
- Follow planned landscaping designs to determine where to lay sod, sow grass, or plant flowers and foliage according to seasonal changes and requirements of the facilities
- May perform other related duties as needed

Groundskeeper III

Performs a variety of duties including, but not limited to:

- Care for established landscaped areas by mowing, aerating, edging, grubbing, mulching, removing thatch, trimming and weeding around flower beds, walkways, and walls according scheduled needs
- Plant, cultivate, prune, fertilize and irrigate flowers, trees, grass, shrubs, and other plant material in order to preserve softscape areas
- Identify and conduct treatment for diseases in landscaped areas in order to prevent contamination
- Prepare soil for new sod, seeding or over seeding in order to adjust to seasonal changes in accordance with planned use
- Collect debris and refuse from tree trimming and removal operations into piles, using shovels, rakes or other tools in order to clear site
- Care for hardscape areas by using blowers, brooms, shovels, rakes, and other tools in order to clear sites
- Use hand tools such as axes, hedge, handsaws, rakes, brush trimmers, pruning saws, and shovels to plant, cultivate, prune, fertilize and irrigate flowers, trees, grass and shrubs in order to preserve soft-scape areas
- Collect animal waste, human waste and debris from campus and remove using brooms, shovels, rakes or other tools in order to clear site using proper safety techniques
- Use proper tools to install, repair, and maintain irrigation systems to ensure efficient operation
- Operate mowers, ride-on tractors, blowers, carts, chain saws, backhoes and other powered equipment
- Maintain grounds equipment in safe operating condition by performing routine maintenance such as sharpening blades, lubricating and replacing parts as needed
- Apply pesticides, herbicides and fertilizers utilizing proper application techniques and appropriate amounts for the upkeep of turfs, shrubs, trees, and hardscapes for elimination

- of pests and weeds
- Ensure preparation and repairs of athletic fields and turfs for appropriate use
- Communicate with district personnel to exchange information and resolve issues or concerns related to grounds maintenance activities
- Clear sites, streets, and grounds of woody and herbaceous materials, such as tree stumps, fallen trees and limbs to maintain a safe and visually appealing area
- Drive a district truck to assigned sites to conduct work
- May climb trees using ladders, climbing hooks, boom lifts, correct safety equipment and belts to prune dead and excess branches and inspect for pests and diseases
- Assign and review the work of other employees assigned to the department to ensure that proper practices and procedures are being followed
- Follow detailed and complex planned landscaping designs and specifications to determine where to lay sod, sow grass, or plant flowers and foliage according to seasonal changes and requirements of the facilities
- Assist with inventory and supply requests
- Participate in seminars, workshops and other training programs to stay current with rules, regulations, and industry best practices
- May perform other related duties as needed

Small Engine/Equipment Repair – Groundskeeper III

Performs a variety of duties including, but not limited to:

- Care for established landscaped areas by mowing, aerating, edging, grubbing, mulching, removing thatch, trimming and weeding around flower beds, walkways, and walls according scheduled needs
- Plant, cultivate, prune, fertilize and irrigate flowers, trees, grass, shrubs, and other plant material in order to preserve softscape areas
- Identify and conduct treatment for diseases in landscaped areas in order to prevent contamination
- Prepare soil for new sod, seeding or over seeding in order to adjust to seasonal changes in accordance with planned use
- Collect debris and refuse from tree trimming and removal operations into piles, using shovels, rakes or other tools in order to clear site
- Care for hardscape areas by using blowers, brooms, shovels, rakes, and other tools in order to clear sites
- Use hand tools such as axes, hedge, handsaws, rakes, brush trimmers, pruning saws, and shovels to plant, cultivate, prune, fertilize and irrigate flowers, trees, grass and shrubs in order to preserve soft-scape areas
- Collect animal waste, human waste and debris from campus and remove using brooms, shovels, rakes or other tools in order to clear site using proper safety techniques
- Use proper tools to install, repair, and maintain irrigation systems to ensure efficient operation
- Operate mowers, ride-on tractors, blowers, carts, chain saws, backhoes and other powered equipment
- Maintain grounds equipment in safe operating condition by performing routine

- maintenance such as sharpening blades, lubricating and replacing parts as needed
- Apply pesticides, herbicides and fertilizers utilizing proper application techniques and appropriate amounts for the upkeep of turfs and elimination of pests and weeds
- Ensure preparation and repairs of athletic fields and turfs for appropriate use
- Communicate with district personnel to exchange information and resolve issues or concerns related to grounds maintenance activities
- Clear sites, streets, and grounds of woody and herbaceous materials, such as tree stumps, fallen trees and limbs to maintain a safe and visually appealing area
- Drive a district truck to assigned sites to conduct work
- May climb trees using ladders, climbing hooks, boom lifts, correct safety equipment and belts to prune dead and excess branches and inspect for pests and diseases
- Assign and review the work of other employees assigned to the department to ensure that proper practices and procedures are being followed
- Follow detailed and complex planned landscaping designs and specifications to determine where to lay sod, sow grass, or plant flowers and foliage according to seasonal changes and requirements of the facilities
- Diagnose potential equipment malfunctions of tractors, trenchers, grounds and other equipment in order to determine needed repairs and/or replacements
- Troubleshoot, diagnose and repair mechanical defects in a variety of grounds equipment, including power edgers, power trimmers, chain saws, blowers, and other gasoline equipment
- Disassemble, replace and repair parts for small engines, including clutches, drive systems, gears, carburetors, hydraulic devices and electrical systems
- Inspect and repair grounds equipment such as mowers, renovators, edgers, yard vacuums, hand and boom high pressure sprayers, washers, tillers, small tractors, and adhere to a preventive maintenance schedule and to safety inspection standards and requirements
- Maintain tools, equipment and shop area to ensure the availability and functioning of required tools and equipment within a safe, clean and organized work area
- Sharpen a variety of cutters such as reel mowers, blades, bed knives, edgers and trimmers.
- Review and make recommendations on equipment, supplies and materials and maintain availability of required items to complete jobs efficiently
- Prepare job estimates and order, receive and maintain inventory of parts and supplies.
- Pick up and deliver equipment as necessary
- Ensure the establishment and administration of a maintenance program
- Participate in seminars, workshops and other training programs to stay current with rules, regulations, and industry best practices
- May perform other related duties as needed

Lead Groundskeeper

Performs a variety of duties including, but not limited to:

- Care for established landscaped areas by mowing, aerating, edging, grubbing, mulching, removing thatch, trimming and weeding around flower beds, walkways, and walls according scheduled needs
- Plant, cultivate, prune, fertilize and irrigate flowers, trees, grass, shrubs, and other plant

- material in order to preserve softscape areas
- Identify and conduct treatment for diseases in landscaped areas in order to prevent contamination
- Prepare soil for new sod, seeding or over seeding in order to adjust to seasonal changes in accordance with planned use
- Collect debris and refuse from tree trimming and removal operations into piles, using shovels, rakes or other tools in order to clear site
- Care for hardscape areas by using blowers, brooms, shovels, rakes, and other tools in order to clear sites
- Use hand tools such as axes, hedge, handsaws, rakes, brush trimmers, pruning saws, and shovels to plant, cultivate, prune, fertilize and irrigate flowers, trees, grass and shrubs in order to preserve soft-scape areas
- Collect animal waste, human waste and debris from campus and remove using brooms, shovels, rakes or other tools in order to clear site using proper safety techniques.
- Use proper tools to install, repair, and maintain irrigation systems to ensure efficient operation
- Operate mowers, ride-on tractors, blowers, carts, chain saws, backhoes and other powered equipment
- Maintain grounds equipment in safe operating condition by performing routine maintenance such as sharpening blades, lubricating and replacing parts as needed
- Apply pesticides, herbicides and fertilizers utilizing proper application techniques and appropriate amounts for the upkeep of turfs and elimination of pests and weeds
- Ensure preparation and repairs of athletic fields and turfs for appropriate use
- Communicate with district personnel to exchange information and resolve issues or concerns related to grounds maintenance activities
- Clear sites, streets, and grounds of woody and herbaceous materials, such as tree stumps, fallen trees and limbs to maintain a safe and visually appealing area
- Drive a district truck to assigned sites to conduct work
- May climb trees using ladders, climbing hooks, boom lifts, correct safety equipment and belts to prune dead and excess branches and inspect for pests and diseases
- Leads, trains, assigns, and monitors the work of other employees
- Follow detailed and complex planned landscaping designs and specifications to determine where to lay sod, sow grass, or plant flowers and foliage according to seasonal changes and requirements of the facilities
- Serves as liaison to contractors and various departments to facilitate installations and remodels
- Reviews contractor work in order to troubleshoot and make recommendations
- Coordinate and accomplish complex integration of landscaping requirements, equipment use/maintenance and available labor, while ensuring safety and adherence to district policies and procedures
- Participate in seminars, workshops and other training programs to stay current with rules, regulations, and industry best practices
- May perform other related duties as needed

Item No. 13-33HR

Page 7

Recommendation:

It is recommended the Board of Trustees approve the revisions to the groundskeeper series job duties.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Approve Employment of
Adjunct Faculty, Summer 2013

ITEM NO. 13-34HR

EXHIBIT: Adjunct Faculty Listing, Summer 2013

Background:

Board Policy 7120 authorizes the district to employ adjunct faculty. Included for board approval are the summer 2013 listings of adjunct faculty from Fresno City College, Reedley College (including Madera and Oakhurst centers), and Willow International Community College Center.

Recommendation:

It is recommended the Board of Trustees approve the employment of these adjunct faculty for Fresno City College, Reedley College (including Madera and Oakhurst centers), and Willow International Community College Center for summer 2013.

Fresno City College
Instructional Adjunct Faculty Report
Summer 2013

<u>Instructor Name</u>	<u>Section or Subject</u>
Adams, Jennifer	Nursing, Registered
Agnew, Michael	Police Academy
Agustin, Catherine	Nursing, Registered
Ailanjian, Landon	History
Akines, Kawana	Nursing, Registered
Aksenov, Alexander	Nursing, Registered
Al Haider, Rebecca	Linguistics
Alexander, Matthew	Police Academy
Anderson, Gregory	Police Academy
Anglen, Brandy	Geology
Aparicio, Sylvia	Nursing, Registered
Ariola, Jocelyn	Nursing, Registered
Asinas, Susan	Nursing, Registered
Avery, Douglas Dean	Mathematics
Avila, John	Police Academy
Awad, Rougeh	Nursing, Registered
Ayodele, Mercy	Nursing, Registered
Ayzer, June	Medical Assisting
Azali, Benedictus	Physical Education
Baker, Brian	Computer Information Technology
Baker, Earle	Police Academy
	Fire Academy
Baker, Judy	English As A Second Language
Baruela, Danilo	Nursing, Registered
Baruela, Leonor	Nursing, Registered
Baxter, Geary	Police Academy
	Fire Academy
Bennett, Christine	Nursing, Registered
Binaski, John P	Fire Academy
Blackerby-Slater, Laurel	Mathematics
Blewster, Michelle	Nursing, Registered
Bligh, Andrew	English
Bluth, Gary	Physical Education
Brandl, Jeremy	Mathematics
Bray Jr, Mark	Police Academy

Brisendine, Chad	Fire Academy
Brotsis, William	Fire Academy
Brown, Jonathan	Fire Academy
Buckner, Rebecca	Police Academy
Bugay, Elnora	Nursing, Registered
Burgamy, Teresa	Police Academy
Burnett, Lynn	Police Academy
Button, Lynn	Police Academy
Cadigan, Richard	Fire Academy
Calandra, Janet	English
Callahan, Kevin	Police Academy
Caporale, Philip	Police Academy
Cardinale, Dean	Police Academy
Carreon, Toni	Nursing, Registered
Carvalho, Brenda	Mathematics
Casner, Paul	Biology
Caviglia, Anthony	Physical Education
Cha, Tua	Hmong
Chicconi, Michael James	Automotive Technology
Cho, John Henry	Asian-American Studies
Colbert, Bryan	Child Development
Collins, Thomas	Computer Information Technology
Consolatti, Allen	English
Cope, Thomas	Fire Academy
Crooks, Elizabeth Halls	Business & Technology
Cryns, Yvonne	Nursing, Registered
Curry, Stephanie	Library Skills
Da Costa, Laura	Psychology
Dadian, Neil G	Police Academy
Dailey, Jr William	Human Services
Damico, James	Fire Academy
Dana, Julie	Music
Davis, James	Fire Academy
Davis, Michael	Fire Academy
Day, Diana	Medical Assisting
Day, Elizabeth	Nursing, Registered
De Soto, Sylvia	Business & Technology
Defreitas, Diane	Economics
DeKlotz, Olena	English
Denis-Arrue, Nuria	Biology

Dewall, Anthony	Police Academy
Diaz, Nicolet	English
Dobbins, Jeremy	Nursing, Registered
Dodd, Deborah	Paralegal
Dooley III, William	Police Academy
Dorn, Lawrence	Psychology
Downing, Clifford	Police Academy
Downing, Craig	Police Academy
Downing, Melissa	Police Academy
Doyle, Michael	Police Academy
Dunn, Jeffrey	Police Academy
Duran, Jaime Vargas	Counseling
Echeverria-Bis, Olivia	English
Edmunds, James	Nursing, Registered
Ekk, Christopher	Fire Academy
Eldon, Denise	English
Elep, Rizza	Nursing, Registered
Elliott, Michael	Police Academy
Epperson, Tamara	Accounting
Erwin, Shawn	Police Academy
Esmay, Scot	Police Academy
Estrada, Renea	Police Academy
Ezaki, Gretchen	Nursing, Registered
Fam, Mark	Police Academy
Farrah, Burke	Police Academy
Ferris, Dana	Nursing, Registered
Ficklin, Janet	Nursing, Registered
Field Jr, Frederick	Police Academy
Florence, Christine	Nursing, Registered
Forestiere, Marc	Computer Information Technology
Fraleigh, Nancy	Communication
Frascona, Vincent	Police Academy
French, Lawrence	Fire Academy
Garcia, Ruby	Chicano-Latino Studies
Garcia, Sabrina	Nursing, Registered
Garnica, Sharon	Biology
Garza, Hector	Fire Academy
Garza, Lesa	Nursing, Registered
Gelegan, Gail	English
Gerking, Christopher	Fire Academy

Germond, Oliver	Physical Education
Gill, Amanvir	Nursing, Registered
Gilman, Kenneth	Fire Academy
Gomez Jr, Alberto	Nursing, Registered
Gomez, Joseph	Police Academy
Gonzales, Anthony	Nursing, Registered
Gonzales, Janine	Counseling
Gonzalez, Eileen	Nursing, Registered
Greene, Barbara	Nursing, Registered
Griffiths, Kularb	English As A Second Language
Grossbard, Stuart	Nursing, Registered
Guglielmino, Rosemarie	English
Guice, Daniel	Fire Academy
Hamp, David	Communication
Harris, Debra	Human Services
Hart, Brenda	Nursing, Registered
Harvey, Etienne	American Sign Language
Hawkins, Lynn	Physical Education
Henkle, Charles	Police Academy
Henning, Allen	Nursing, Registered
Hentzler, Jerry	Developmental Services
Herren, Brett James	Mathematics
Herrera, Cruz	Police Academy
Herring III, Jesse	Police Academy
Herzog, Marilyn	Police Academy
Herzog, Marilyn	Fire Academy
Heyne, Jennifer	History
Hibbens, Darrell	Police Academy
Hickman, Kevin	Police Academy
Hicks, H. D.	Fire Academy
Holmes, Wendy Jean	Biology
Holson, Mary	Nursing, Registered
Hreische, Chukri	Computer Information Technology
Hubbard, Helen	Nursing, Registered
Isom, Janice	Nursing, Registered
Jacobo Jr, Henry	Police Academy
Jensen, Daniel	Mathematics
Jessie, Mildred	History
Johansson, Carl	Biology
Johl, Baljit	Nursing, Registered

Johnson, Karen	English
Joosten, Monica	Nursing, Registered
Kapoor, Kaushiki	Nursing, Registered
Karimbakas, Spiros	Mathematics
Kato-Gee, Jacquelyn	Nursing, Registered
Kawagoe, Kirk	Chemistry
Kelley, Ronda	African-American Studies
Kennedy, Rodney	Police Academy
Keysaw, Paul	Physical Education
King, Christopher	Fire Academy
Klose, Thomas	Police Academy
Krippner, Virginia	Fire Academy
Kurtze, David	Police Academy
Lebsock, Rene	English
Lee, Kang	Nursing, Registered
Legaspi, Elizabeth	Nursing, Registered
Leigh Jr., John	Fire Academy
Liscano, Bernard	Business Administration
Liu, Hsiu-Ju	Mathematics
Locklin, Kerry	Physical Education
Loftis, Darlene	Developmental Services
Long, Cameron	Fire Academy
Longan, Craig	History
Lopez, Jehnette	Nursing, Registered
Lopez, Rachel	English
Lozano, Alicia	Nursing, Registered
Lusk, James	Police Academy
Luttrell, Katherine	English
Lyons, Rick	Physical Education
Macalpine, Donald	Fire Academy
MacDonald, Cynthia	Library Skills
MacDonald, Lauren	Library Skills
Madec, Edward	Physical Education
Marinovich, Branko	Political Science
Marquez, Martina	Child Development
Marsh, Robert	Mathematics
Martin, Sheila J	Business & Technology
Martinez, Mark	Fire Academy
Martinez, Renato	Spanish
Matsuzaki, Kent	Police Academy

Mayo, Edward	Police Academy
McCabe, Gail	English
McComas, Stephen	Police Academy
McCracken, Kellie	Nursing, Registered
McKinney, Rosanna	Police Academy
McLeod, Todd	Computer Information Technology
Mechem, Timothy	Police Academy
Medrano, Michael	English
Meister, Lucielle	Nursing, Registered
Mejloumian Oganessian, Panaela	Chemistry
Michaels, Ryan	Fire Academy
Miko, Kristina	English
Miller, Courtney	English
Mimura, Stacielee	Communication
Mohle, Dennis	Computer Information Technology
Mollo, Constance Eilene	Medical Assisting
Moon, Denette	Nursing, Registered
Moore, Justin	Fire Academy
Mott, Michael	Nursing, Registered
Musick, William	Physical Education
Myers, Jennifer	English
Nance, Ian	Philosophy
Neal, Carla	English
Nelson, Cheryl	Business & Technology
Nelson, John	Fire Academy
Nelson, Thomas	English
Nevarez, Luis	Fire Academy
Nunn, Derek	Fire Academy
Oaks, Scott	Radiologic Technology
Ochoa, Annette	Child Development
Oeser, Jeffrey	Economics
Olsen, Rodney	Biology
Ortiz, Tina	Police Academy
Parks, John	Air Conditioning
Passmore, Vicki	Police Academy
Paul, Heather	English
Peery, Steven	Nursing, Registered
Pendley, Kevin	Police Academy
Perry, Dwight	Police Academy
Pino, Jon	Police Academy

Planas, Edward	Police Academy
Pogue, Richard	Fire Academy
Pontius, David	Computer Information Technology
Potter, Sally	English As A Second Language
Prandini, Kellen	Anthropology
Putman, Dale	Electrical Systems Technology
Quinn, Darlene	Nursing, Registered
Ramos, Loretta	Communication
Ranganathan, Shilpa	Sociology
Razee, Alan	Communication
Reitz, Cherry	Nursing, Registered
Reyes, Samuel David	Biology
Rhodes, Agnes	Mathematics
Rice, Mary	Manufacturing Mechanic
Rigby, Kristin	Communication
Roberts, Michael	English
Robinson, Jeffery	Police Academy
Rogers, Edward	Fire Academy
Rossetti, James	Police Academy
Rossi, Gianna	Physical Education
Rowe, Deborah	Fire Academy
Ruiz, David	Police Academy
Sanchez, Martin	Police Academy
Sandhu, Manpreet	Nursing, Registered
Savala, Sylvia	English
Scheidt, Richard	Physical Education
Schey, Joseph	Physical Education
Schmalle, Robert	Business Administration
Schmidt, Eric	Police Academy
Schneider, Terry	Police Academy
Schulte, Tracy	Physical Education
Serrano, Campos Tzitzij	Counseling
Shapazian, Debra	Theatre Arts
Shirey, Melinda	Business & Technology
Shultz, Joseph	Radiologic Technology
Shumate, Harold	Police Academy
Silva, Manuel	Police Academy
Simons, Timothy	Physical Education
Skaret, Wayne	Business & Technology
Skoufis, Joann	Nursing, Registered

Sloan, Larry	Manufacturing Mechanic
Smith, Eileen	Nursing, Registered
Smith, Joseph	Police Academy
Smith, Michael	Police Academy
Snowden, Patrick	Art
Solberg, Eric	Physical Education
Soto, Ernestina	Nursing, Registered
Soublet, Monica	Child Development
Stalker, Brent	Police Academy
Stanton, Raymond	Mathematics
Stark, Linda	Police Academy
Starr, Rebecca Ion	English
Staten, Patrick	Mathematics
Steele Smith, Catherine	English
Stemler, James	Fire Academy
Stevens-Welty, Michelle	Nursing, Registered
Stewart, Richard	Biology
Sulenta, David	Fire Academy
Sullivan, Cornelius	Psychology
Taylor, James	Police Academy
Taylor, Sevastee	French
Temmerman, Simon	Mathematics
Temple, Donald	Decision Science
Thepphavong, Khamphom	Counseling
Thiesen, Lorraine	Communication
Torosian, Brian	Fire Academy
Travis II, Keith	Physical Education
Trybull, Susan	Nursing, Registered
Tushnet, Geoffery	Police Academy
Ulanimo, Virginia	Nursing, Registered
Umber, Brandon	Chemistry
Vaca, Jesus	Accounting
Valdez, Kathaleen	Accounting
Vang, Soul	English
Vaughn, Brigida	Nursing, Registered
Velasquez, Leah	Counseling
Vellandi, Christian	Chemistry
Vidinoff, John	Mathematics
Vogel, Pamela	Nursing, Registered
Voorhees, Amie	Biology

Wall, Connie	English As A Second Language
Watkins, Rebecca	Nursing, Registered
Watson, James	Police Academy
Wen, Julie	Mathematics
White, Debra	Police Academy
Williams, Ann	English
Williams, Rhonda	Recreation
Wimer, Garrett	Astronomy
Winch, Brenda	Nursing, Registered
Wingfield, Linda	Nursing, Registered
Wong, Mervin	Police Academy
Yang, Andre	English
Yang, Victor	Counseling
Yates, Susan	Recreation
Yonemura, Paul	Nursing, Registered
Young, Jeffrey	Fire Academy
Yu, Un Suk	Nursing, Registered
Zamora, Debra	Nursing, Registered

Fresno City College
 Non-Instructional Adjunct Faculty
 Summer 2013

<u>Instructor Name</u>	<u>Section or Subject</u>
Adams, Jennifer	Adjunct Other
Adicho, Eileen	Special Projects Academic
Al Haider, Rebecca	Adjunct Other
Alexander, Matthew	Coordinator
Allen, Nathan	Adjunct Other
Anderson, Gregory	Police Academy
Anglen, Brandy	Coordinator
Annett, Stephanie	Adjunct Other
Armstrong, Erik	Adjunct Other
Attkisson, Craig	Police Academy
Avila, John	Police Academy
Ayerza, June	Adjunct Other
Baker, Earle	Fire Academy
Barrett, Denise	Counselor
Baruela, Leonor	Special Project Academic
Benas, Rebecca	Adjunct Other
Benavidez III, Sebastian	Adjunct Other
Benefiel, Diane	Adjunct Other
Boney, Cheryl	Adjunct Other
Braddock, Karen	Adjunct Other
Buckner, Rebecca	Adjunct Other
Bugay, Elnora	Adjunct Other
Burgamy, Teresa	Police Academy
Callahan, Kevin	Police Academy
Carano, Kyle	Adjunct Other
Cardinale, Dean	Police Academy
Cerda, Ricarda	Adjunct Other
Cervantes, Daniel	Police Academy
Chandler, Donna	Librarian
Chavez Zamorano, Aida	Adjunct Other
Chavez-Ruiz, Natalie	Coordinator
Cheney, Paul	Consulting Dentist
Clayton, Geoffrey	Adjunct Other
Conde, Linda	Adjunct Other
Contreras, Luis	Adjunct Other
Cooper, Donna	Coordinator
Corchado Jr, Francisco	Counselor
Dadian, Neil	Police Academy
Davies, Carol	Coordinator

Day, Elizabeth	Adjunct Other
Demanett, Paula	Librarian
Dorian, Jennifer	Coordinator
Doud, Laurel	Librarian
Doumanian, Ray	Consulting Dentist
Doyle, Michael	Adjunct Other
Duarte, Adrienne	Counselor
Erwin, Shawn	Police Academy
Esmay, Scot	Police Academy
Estrada, Renea	Police Academy
Ezaki, Gretchen	Adjunct Other
Fam, Mark	Police Academy
Farrar, Stephanie	Coordinator
Fief, Gary	Police Academy
Frazier, Brenda	Special Projects Academic
Gabriel, Lucas	Special Project Academic
Gates, Vaughn	Police Academy
Glassman, Linda	Consulting Dentist
Glover, Tamara	Coordinator
Gomez, Joseph	Police Academy
Green, Daryl	Police Academy
Haas, Douglas	Police Academy
Hanson, Audry	Librarian
Hennecke, Monica	Counselor
Herring III, Jesse	Police Academy
Hester-Haynes, Juanita	Adjunct Other
Hoehing, Douglas	Adjunct Other
Hoff, Anunciacion	Adjunct Other
Howard, Gina	Counselor
Isom, Janice	Special Project Academic
Johnson, Dwayne	Police Academy
Jones, David	Police Academy
Jurevich, Gayla	Adjunct Other
Kaelble, Afreen	Police Academy
Kaundart, Earl	Police Academy
Keeney, Mark	Police Academy
Kenzora, Amanda	Adjunct Other
Kennedy, C Helena	Adjunct Coordinator
Kent, Melissa	Counselor
Kramer, Kyle	Police Academy
Lamm, Daniel	Police Academy
Launer, Linda	Counselor
Liscano, Bernard	Adjunct Other
Loop, Steven	Special Project Academic
Lopez, Kizzy	Adjunct Other

Lourido-Ali, Monica	Consulting Dentist
Lozano, Alicia	Adjunct Other
Lucio, Nickolas	Counseling
Luna, Cynthia	Adjunct Other
Lund III, Edward	Adjunct Other
Macalpine, Donald	Fire Academy
MacDonald, Cynthia	Librarian
Machado-Silvestro, Phyllis	Adjunct Other
Manock, Doris	Counselor
Marcial, Michael	Special Project Academic
Marquez, Martina	Adjunct Other
Martin, Michael	Adjunct Other
Martin, Tami	Police Academy
Matsuzaki, Kent	Police Academy
Mattos, Andrew	Special Project Academic
Mayo, Edward	Police Academy
McComas, Stephen	Police Academy
Mechem, Timothy	Police Academy
Meister, Lucielle	Adjunct Other
Midcalf, Nancy	Adjunct Other
Miller, Mary Beth	Adjunct Other
Mollo, Constance	Adjunct Other
Monreal, Roneva	Special Project Academic
Moore, Marilyn	Adjunct Other
Moore, Robert	Police Academy
Moore, Scott	Police Academy
Morisson, Fernando	Coordinator
Morton, Nye	Special Projects Academic
Ochoa, Annette	Adjunct Other
Ochs, Raquel	Adjunct Other
Oliva, Stacy	Adjunct Other
Oliva, Yuri	Adjunct Other
Orlando, Mary	Coordinator
Owen, Richard	Police Academy
Pacheco, Joanne	Adjunct Other
Pardue, Mary Ellen	Counselor
Partoviamin, Soheil	Tutor
Patton, Michelle	Adjunct Other
Payn, Scott	Police Academy
Peirsol II, Gilbert	Police Academy
Philips, Cheyne	Counselor
Piland, Kurt	Counselor
Pino, Jon	Police Academy
Planas, Edward	Police Academy
Pondexter, Patricia	Librarian

Popovich, Cole	Special Projects Academic
Preston-Smith, Julie	Counselor
Quintana, Nicolas	Adjunct Other
Radnejad, Forouzandeh	Counselor
Ramirez, Graciela	Counselor
Reese, Douglas	Police Academy
Richards-Murray, Paulette	Counselor
Robles, Manuel	Police Academy
Rogers, Edward	Fire Academy
Rose, Michelle	Counselor
Rossetti, James	Police Academy
Rowden, Sally	Adjunct Other
Rowe, Deborah	Coordinator
Royal, Randy	Police Academy
Samra, Sandip	Counselor
Sanchez, Ray	Coordinator
Santos, Geraldine	Counselor
Sarkisian, Rebecca	Special Projects Academic
Schey, Joseph	Special Project Academic
Scholl, Michael	Police Academy
Semien, Kenneth	Counselor
Shadrick, Jessica	Tutor
Shaw, Sue	Adjunct Other
Shumate, Harold	Police Academy
Silva, Sonny	Counselor
Silvas, Shushanek	Coordinator
Sloan, Larry	Adjunct Other
Smith, Cherylyn	Special Projects Academic
Smith, Ebon	Adjunct Other
Smith, Joseph	Police Academy
Smith, Lorraine	Coordinator
Stalker, Brent	Police Academy
Stark, Linda	Police Academy
Stevens, Mark	Adjunct Other
Sutterfield, Mark	Tutor
Sutton, Donald	Fire Academy
Taintor, Amanda	Adjunct Other
Tarango, Rita	Special Projects Academic
Thomas, Jose	Tutor
Tracy Jr, Vernon	Police Academy
Tushnet, Geoffery	Police Academy
Valdivia, Gloria	Counselor
Valencia, Christina	Counselor
Velasquez, Sarah	Adjunct Other
Villalba, Tabitha	Coordinator

Villines, Hope	Special Project Academic
Vincent, Lisa	Counselor
Von Berg, Craig	Adjunct Other
Vue, Bao	Adjunct Other
Waddle, Carl	Tutor
Wagman, Elizabeth	Adjunct Other
Waller, Tammie	Adjunct Other
Webster, Nicholas	Police Academy
Welch, Thomas	Librarian
Wilson, Kayla	Tutor
Wright, Floyd	Adjunct Other
Yang, Mai	Librarian
Yang, Victor	Counselor
Yann, Chamroeun	Adjunct Other
Young, Carri	Adjunct Other

Fresno City College
 Student Services Adjunct Faculty
 Summer 2013

<u>Employee</u>	<u>Department</u>
Linda Albright	Health Services
Charlotte Arakelian	Counseling
Charles Bailey	CalWORKs
Pat Bayer	Counseling
Cynthia Beltran (maternity/medical leave in July and August)	Counseling
Ernesto Cazares	Counseling
Jaime Duran	Counseling
Rese Eberl	Counseling
Brian Finley	Counseling
Araceli Gallardo	Counseling
Thom Gaxiola	Counseling
Mainou Her	Counseling
Lily Hernandez	Counseling
Due Hoang	Upward Bound
Gareth Houghton	Psychological Services
Gerard Johnson	Counseling
Carolyn Kincheloe	Counseling
Nadezhda Kostin	Counseling
Julie Lynes	Counseling
Kayla Mannon	Counseling
Kristin Marvin	Psychological Services
Courtney Miller	Upward Bound
Rosa Murillo	Upward Bound
Peter Mike Pavich	Counseling
Roger Radtke	Counseling (Veterans Services)
Granville Redmond	Counseling
Mario Reposo	Counseling
Darlene Roach	Counseling
Manuel Rosalez-Zubiri	Counseling
Jazmin Serrano	Counseling
Manjeet Singh	Counseling
Rose Stock	Counseling
Kami Thepphavong	CalWORKs
May Vang	Upward Bound
Guadalupe Vasquez	Psychological Services
Amanda Velasquez	CalWORKs
Leah Velasquez	Counseling
Amparo Yanez	Counseling
Shoua Yang	Counseling

Reedley College
Instructional & Non-Instructional
Summer 2013

<u>Instructor Name</u>	<u>Section or Subject</u>
Atencio, David	IS
Bergstrom, Laura	ENGL
Berry, Oma	EH
Bledsoe Jr, Samuel	AUTOT
Boyd, Sean	GEOG
Browning III, Mark	AG
Chalepah, Jan	ENGL
Cornel, Veronica	CHEM
Deftereos, Nicholas	MAG
Dinis, Larry	MAG
Eisinger, Jeff	SOC
Endler, Scott	MATH
Ensz, Toni	OT
Fonseca, Brian	PE
Garza, Irenio	COTR
Gong, Douglas	MATH
Gutierrez, Nancy	AG
Guzman, Juan	ENGL
Hernandez, Jonathan	COMM
Hodges, Donal	CHEM
Jefferies, Shannon	PE
Kinney, Kent	NR
LaSalle, Kelly	ENGL
LaSalle, Ryan	ENGL
MacDonald, Lauren	ART
Marcial, Steven	PSY
Menefee, Whitney	BIOL
Miller, Randall	HIST
Nasalroad, Ralph	BA
Nash, Carol	ENGL
Painter, Lucy	DEVSER
Randall, Timothy	PE
Renteria, Sergio	MATH
Reyna, Kathleen	POLSCI
Ross, Stacy	ENGL
Sandoval, Everett	STAT
Stark, Scott	HLTH
Stephens, Sean	IS

Taintor, Amanda
Tayar, Walid
Tikkanen, David
Unruh, Jean
Wenter, Gary

CHDEV
MATH
MFGT
BIOL
MAG

Madera Center
Instructional & Non-Instructional
Summer 2013

<u>Instructor Name</u>	<u>Section or Subject</u>
Angel, Felix	MATH
Barile, Stephen	ENGL
Betancourt, Paul	POLSCI
Chandra, Geeta	BIOL
Cusaac, Johnnie	IS
Day, Elizabeth	RN
Fujioka-Hatfield, Donna	COUNS
Garcia, Susana	COUNS
Hernandez, Mark	PSY
Kandarian, Todd	MATH
Luna, Frank	HIST
Martinez, Vickiey	COUNS
Medina-Gross, Katherine	COUNS
Paolinelli, Monika	COUNS
Ramirez, Gregory	ENGL
Velasquez, Sandra	

Oakhurst Center
Instructional
Summer 2013

<u>Instructor Name</u>	<u>Section or Subject</u>
Piper, Michael	IS
Piper, Victoria	ECON
Smith, Adam	HLTH
Smith, Adam	PSY
Srinivasan, Gita	ECON
Taylor, Anne Marie	HIST

Willow International Center
Instructional & Non-Instructional
Summer 2013

<u>Instructor Name</u>	<u>Section or Subject</u>
Beverluis, John	PHIL
Cortes, Sandra	SPAN
Dent, Galin	ENGL
Fallon, Ann	BIOL
Fenton, Michael	MATH
Gejeian, Dave	ENGL
Hendrixson, Jan	BIOL
Johnson, Kathy	PSY
Kawagoe, Jodi	CHEM
Marquez, Monica	CHDEV
Mohan, Archana	BIOL
Morillo, Janell	COUN
Noricks, Ronald	HIST
Ray, Michael	CHEM
Remington, Lesley	ECON
Sarkisian, Tiffany	COMM
Schwartz Casey, Jenifer	ENGL
Sutterfield, Mark	MATH
Tipton, Jennifer	COMM
Weibert, Michael	MATH

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Approve Increasing Position ITEM NO. 13-35HR
 No. 5045, College Center Assistant, from
 10 Months to 12 Months, Willow International
 Community College Center

EXHIBIT: None

Background:

The college center assistant position at Willow International Community College Center (WICCC) was approved by the Board of Trustees for a reduction from 12 months to 10 months at its July 3, 2012, meeting. The district and CSEA signed a memorandum of understanding (MOU) to effect this change. However, the CSEA executive board has twice voted not to approve the MOU. WICCC administration has reevaluated this position and duties and has determined it will be able to utilize this position for 12 months per year.

Example of Duties:

- Performs a wide variety of work, including working with faculty, staff and students to develop a comprehensive college center program that integrates the curricular and co-curricular programs
- Maintains a calendar and schedule of events for the college center
- Implements an effective program of films, speakers, field trips, workshops and seminars, art exhibits and student/staff performances
- Serves as trainer and advisor to campus student organizations
- Implements an effective intramural program for students
- Supervises student activities in the college center
- Assists with promotion of college center activities
- Assists with monitoring budget, processing artist's contracts and contacting vendors

Item No. 07-35HR

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Recommendation:

It is recommended the Board of Trustees approve increasing position #5045, College Center Assistant from 10 months to 12 months, Willow International Community College Center, effective July 3, 2013.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Approve District
Memberships in Educational Organizations

ITEM NO. 13-47G

EXHIBIT: None

Background:

The district has received the 2013-2014 dues invoices for institutional memberships in the Association of Community College Trustees (ACCT) and Community Colleges for International Development (CCID). ACCT dues for 2013-2014 will be \$7200 and CCID dues will be \$6,250 for the same period. ACCT dues have increased by \$210 over the previous year; however, there is no increase in the CCID dues over last year.

Recommendation:

It is recommended the Board of Trustees approve 2013-2014 institutional memberships in ACCT for \$7200 and CCID for \$6,250.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Approve the Madera County
 School Boards Association Executive
 Committee 2013-2014 Proposed Budget

ITEM NO. 13-48G

EXHIBIT: MCSBA Budget Worksheet

Background:

Annually, the Madera County School Boards Association (MCSBA) Executive Committee asks member boards to ratify its annual budget. MCSBA is submitting its recommended 2013-2014 budget for SCCC Board ratification. When seven member boards act to ratify the 2013-2014 budget, then MCSBA will have an operational budget beginning July 1, 2013.

Fiscal Impact:

Dues remain the same for 2013-2014.

Recommendation:

It is recommended the Board of Trustees approve the Madera County School Boards Association Executive Committee proposed 2013-2014 budget and authorize the SCCC Board's MCSBA Executive Committee representative and the chancellor to sign the MCSBA Approval of Proposed 2013-2014 Budget form.

**Madera County School Boards Association
Budget Worksheet 2013-2014**

INCOME					
ITEM	Actual 2010-2011	Actual 2011-2012	Approved Budget 2012-2013	YTD 2012-2013	PROPOSED INCOME 2013-2014
Beginning Balance	\$ 3,291.88	\$ 4,495.14	\$ 6,114.08	\$ 6,114.08	\$ 7,676.92
Dues:					
Alview-Dairyland (6)	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Bass Lake (6)	400.00	400.00	400.00	350.00	300.00
Chawanakee Unified (6)	300.00	300.00	300.00	300.00	300.00
Chowchilla Elem (6)	300.00	300.00	300.00	300.00	300.00
Chowchilla High (6)	300.00	300.00	300.00	300.00	300.00
Golden Valley USD (6)	300.00	300.00	300.00	300.00	300.00
Madera Unified (8)	400.00	400.00	400.00	400.00	400.00
Madera County Board (8)	400.00	400.00	400.00	400.00	400.00
Raymond-Knowles (6)	300.00	300.00	300.00	300.00	300.00
Yosemite Unified (6)	300.00	300.00	300.00	300.00	300.00
SCCCD-Madera (8)	400.00	400.00	400.00	400.00	400.00
Total Dues	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,650.00	3,600.00
Guest Dinners/No show	\$ 395.00	\$ 305.00	\$ 100.00	\$ 170.00	100.00
* Guest Dinners/No show (outstanding)				140.00	
Scholarships	1,923.00	1,218.00	1,000.00	905.00	1,000.00
Scholarships Unused	225.00	225.00	-	-	
Publication/Marketing	-	-	-	-	
Mugs	18.00	-	-	-	
TOTAL INCOME	\$ 6,261.00	\$ 5,448.00	\$ 4,800.00	\$ 4,865.00	\$ 4,700.00

EXPENSES					
ITEM	Actual 2010-2011	Actual 2011-2012	Approved Budget 2012-2013	YTD 2012-2013	PROPOSED EXPENSES 2013-2014
Fall Meetings	\$ 380.00	\$ 290.00	\$ 500.00	\$ 370.00	\$ 500.00
Winter Meetings	370.00	240.00	500.00	237.60	500.00
** Spring Meetings	570.00	375.00	750.00	476.00	750.00
Summer Meetings	-	-	-	-	-
Speaker Expenses	137.91	71.41	700.00	93.01	700.00
Meeting Expenses	166.67	96.98	150.00	115.90	150.00
Awards	315.01	143.08	500.00	143.08	500.00
** Scholarships	1,575.00	1,400.00	2,325.00	1,600.00	2,325.00
CSBA Delegate Assembly	915.93	533.80	475.00	266.57	475.00
* Bd Member Development	600.00	600.00	600.00	-	600.00
Personal (eg. Condolences, etc.)	27.22	-	100.00	-	100.00
Publication/Marketing	-	-	1,000.00	-	1,000.00
TOTAL EXPENSES	\$ 5,057.74	\$ 3,750.27	\$ 7,600.00	\$ 3,302.16	\$ 7,600.00

* Limited to one small school district per year.	Beg. Balance	\$ 4,495.14	\$ 6,114.08	\$ 7,676.92
** CVEC Spring Annual Meeting and Dinner Meeting	Income	4,800.00	4,865.00	4,700.00
* Guest Dinners/No show (Outstanding Income)	Expenses	(7,600.00)	(3,302.16)	(7,600.00)
** Pending Scholarship Payments (entered as liabilities)		\$ 1,695.14	\$ 7,676.92	\$ 4,776.92

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Review of District Warrants and Checks

ITEM NO. 13-49G

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	\$13,429,332.51	05/15/13 to 06/11/13
Fresno City College Bookstore	198,041.47	05/15/13 to 06/11/13
Reedley College Bookstore	120,976.88	05/15/13 to 06/11/13
Fresno City College Co-Curricular	89,640.44	05/14/13 to 06/10/13
Reedley College Co-Curricular	84,011.31	05/09/13 to 06/10/13
Total:	<u>\$ 13,922,002.61</u>	

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Approve Spring 2014
Schedule of Instructional Materials Fees,
Fresno City College and Reedley College

ITEM NO. 13-50G

EXHIBIT: Instructional Materials Fees Schedule

Background:

Title 5 of the California Code of Regulations allows districts to charge instructional materials fees for instructional materials of continuing value to students outside of the classroom setting, including, but not limited to, textbooks, tools, equipment, clothing, and those instructional materials necessary for a student's vocational training and employment.

Many non-credit courses and various credit courses provide programs appropriate for assessment of an instructional materials fee. These programs that require projects as part of their education experience include automotive, computer aided design and drafting (CADD), criminal justice, and welding projects. Because these instructional materials are of continuing value to students and, in most cases are retained by students, it is appropriate to charge an instructional materials fee. It should be noted the fee cannot exceed the actual cost of the instructional materials provided and cannot be a prerequisite to taking the available class. In order to provide courses of this nature, the district must rely on students paying the expenses for the value of the personal items; therefore, it is necessary for the Board of Trustees to adopt an instructional materials fees schedule for assessment of the appropriate fee.

Fiscal Impact:

None

Recommendation:

It is recommended the Board of Trustees approve the Spring 2014 Schedule of Instructional Materials Fees for Fresno City College and Reedley College.



FRESNO CITY COLLEGE
CLASS MATERIALS FEES
FY 2013-14 (SPRING 2014)

Course ID	Title	Spring 2014
ACRT 151	BASIC ACR (Auto Collision Repair Technology)	\$50
AJ 200	INTERVIEW AND INTERROGATION TECHNIQUES	\$13
AJ 204	INSTRUCTOR TRAINING	\$11
AJ 211	EXPANDABLE STRAIGHT BATON INSTRUCTOR	\$10
AJ 217	BACKGROUND INVESTIGATION	\$30
AJ 219	REQUALIFICATION-BASIC COURSE	\$115
AJ 220	RADAR OPERATOR	\$8
AJ 269A	ADVANCED OFFICER TOPICS #2 (Internal Affairs)	\$35
AJ 269A	ADVANCED OFFICER TOPICS #2 (Leadership)	\$25
AJ 269A	ADVANCED OFFICER TOPICS #2 (Tac Com)	\$15
AJ 270A	BASIC POLICE ACADEMY - PART 1	\$10
AJ 276 POST	BASIC SUPERVISORS	\$40
AJ 276 STC	BASIC SUPERVISORS	\$37
AJ 285	PROBATION CORE COURSE	\$33
AJ 286	JUVENILE CORRECTIONAL OFFICER CORE	\$30
AJ 290	FIREARMS INSTRUCTORS COURSE	\$18
AJ 291	FIELD TRAINING OFFICER	\$30
AJ 293	DRUG INFLUENCE - H&S 11550	\$45
AJ 295	TRAFFIC COLLISION INVESTIGATION	\$45
ARCH 30	ARCHITECTURAL DESIGN AND VISUALIZATION III	\$33
ARCH 40	ARCHITECTURAL DESIGN AND VISUALIZATION IV	\$33
ART 11	BEGINNING SCULPTURE	\$20-80
ART 21	INTERMEDIATE SCULPTURE	\$50-205
ART 31	ADVANCED SCULPTURE	\$50-205
ATGM 51L	AUTOMOTIVE ENGINE LABORATORY	\$50
ATGM 52	AUTOMOTIVE ELECTRICAL SYSTEMS	\$50
ATGM 53	ENGINE PERFORMANCE	\$50

Course ID	Title	Spring 2014
ATGM 54	SUSPENSION, STEERING, AND WHEEL ALIGNMENT	\$50
ATGM 55	POWER TRAINS: TRANSMISSIONS/TRANSAXLES, DIFFERENTIALS, AND DRIVEAXLES	\$50
ATGM 56	AUTOMOTIVE BRAKING SYSTEMS	\$50
ATGM 57	AUTOMOTIVE HEATING, VENTILATION, AIR CONDITIONING, AND ADVANCED ELECTRONICS	\$50
AUTOT 51L	AUTOMOTIVE ENGINE LABORATORY	\$50
AUTOT 52	AUTOMOTIVE ELECTRICAL SYSTEMS	\$50
AUTOT 53	ENGINE PERFORMANCE	\$50
AUTOT 54	SUSPENSION, STEERING, AND WHEEL ALIGNMENT	\$50
AUTOT 55	POWER TRAINS: TRANSMISSIONS/TRANSAXLES, DIFFERENTIALS, AND DRIVEAXLES	\$50
AUTOT 56	AUTOMOTIVE BRAKING SYSTEMS	\$50
AUTOT 57	AUTOMOTIVE HEATING, VENTILATION, AIR CONDITIONING, AND ADVANCED ELECTRONICS	\$50
CADD 28	PRODUCT DEVELOPMENT I	\$31
CADD 42	MECHANICAL DRAWING III	\$33
CAM 10	CNC MILL PROGRAMMING & OPERATION I	\$50
CAM 20	CNC MILL PROGRAMMING & OPERATION II	\$50
CAM 26	LATHE PROGRAMMING AND OPERATION II	\$50
FN 1	PRINCIPLES OF FOOD PREPARATION	\$30
FN2	ADVANCED FOOD PREPARATION	\$30
FSM 160	BASIC SKILLS: BASIC FOODS	
FSM 38	QUANTITY FOOD PREPARATION	\$50
WELD 1	EXPLORING WELDING/METALS	\$5
WELD 2A	INTRODUCTION TO WELDING TECHNOLOGY	\$20
WELD 2B	ADVANCED MULTI-PROCESS WELDING	\$22
WELD 3A	WELDING DESIGN AND FABRICATION	\$22
WELD 3B	ADVANCED WELDING DESIGN AND FABRICATION	\$22
WELD 4A	HEAVY PLATE, STRUCTURAL STEEL WELDING AND CERTIFICATION	\$22
WELD 4B	PIPE, TUBE WELDING AND CERTIFICATION	\$44



REEDLEY COLLEGE
 INSTRUCTIONAL MATERIALS FEES
 FY 2013-14 (SPRING 2014)

Course ID	Title	Amount
ART 1	ART BASICS	\$ 5.00
ART 10	BEGINNING CERAMICS	\$ 10.00
ART 20	INTERMEDIATE CERAMICS	\$ 10.00
ART 30	ILLUSTRATOR	\$ 10.00
ART 37A	PHOTOSHOP	\$ 10.00
ART 38	PAINTER	\$ 10.00
ART 43	INDEPENDENT PROJECT STUDY-CERAMICS	\$ 10.00
ART 43	INDEPENDENT PROJECT STUDY-PHOTOSHOP	\$ 10.00
ART 43	INDEPENDENT PROJECT STUDY-ILLUSTRATOR	\$ 10.00
ART 43	INDEPENDENT PROJECT STUDY-PAINTER	\$ 10.00
EH 35	FLORAL DESIGN	\$ 60.00
EH 37	BEG FLORAL DESIGN	\$ 55.00
EH 38	ADVANCED FLORAL DESIGN	\$ 60.00
NR 116	ADV FIELD STDS II	\$ 50.00

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Approve Sale of
Surplus Vehicle, Fresno City College

ITEM NO. 13-51G

EXHIBIT: None

Background:

During fiscal year 2010-2011, the district acquired a used 2004 Isuzu box truck for the Housing and Urban Development (HUD) reconstruction program at Fresno City College. The truck was used for transporting tools and construction materials between the campus and work sites. Grant funding for this HUD program ends September 2013. Under the terms of this grant program and with direction from the grant monitor, this vehicle must be sold at market value prior to the conclusion of the grant. Funds from this sale may be used for other instructional purposes under this grant.

In accordance with district policy, the administration requests board authority to dispose of this surplus vehicle. Due to the need to sell this equipment before the conclusion of the grant, the method of sale will be outside of our normal auction process. Methods of sale may include bidding by interested parties through conventional or electronic means.

Recommendation:

It is recommended the Board of Trustees authorize disposal of the surplus 2004 Isuzu box truck in accordance with applicable codes and policies.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Accept Construction Project,
Technology Infrastructure Upgrade,
Reedley College

ITEM NO. 13-52G

EXHIBIT: None

Background:

The project for Technology Infrastructure Upgrade, Reedley College, is now substantially complete and ready for acceptance by the Board of Trustees.

Recommendation:

It is recommended the Board of Trustees:

- a) accept the project for Technology Infrastructure Upgrade, Reedley College; and
- b) authorize the chancellor or her designee to file a Notice of Completion with the County Recorder.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Adopt Resolution Authorizing ITEM NO. 13-53G
 Agreement with the California Department of
 Education for a Child Care and Development
 Block Grant, General Child Development Program,
 Fresno City College

EXHIBIT: Resolution No. 2013.16

Background:

Fresno City College has received a child care and development block grant from the California Department of Education. This grant will pay the child care expenses for students whose families qualify according to certain income standards. The child care and development block grant has been separated into two separate contracts based on the age of the children. This grant will enable college students who have children age 2 or 5 years old to obtain an education while their children are attending the district's child care center. The district has been authorized to request reimbursement up to a maximum of \$40,229 for the period July 1, 2013, through June 30, 2014.

Recommendation:

It is recommended the Board of Trustees:

- a) adopt Resolution No. 2013.16 authorizing the district, on behalf of Fresno City College, to enter into an agreement with the California Department of Education for a Child Care and Development Block Grant, General Child Development Program, in the amount of \$40,229 for the period July 1, 2013, through June 30, 2014;
- 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.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
FRESNO COUNTY, CALIFORNIA**

RESOLUTION NO. 2013.16

**AUTHORIZING AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF
EDUCATION FOR A CHILD CARE AND DEVELOPMENT BLOCK GRANT,
GENERAL CHILD DEVELOPMENT PROGRAM, FRESNO CITY COLLEGE**

WHEREAS, the California Department of Education provides funding to pay child care expenses for students whose families qualify according to certain income standards;

WHEREAS, the child care and development block grant is separated into two separate contracts based on the age of the children to enable college students with children to obtain an education while their children attend the district’s child care center;

WHEREAS, this agreement is for the period of July 1, 2013, through June 30, 2014, with funding in the amount of \$40,229.

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees adopt Resolution No. 2013.16 authoring the district, on behalf of Fresno City College, to enter into an agreement with the California Department of Education for a child care and development block grant; and

BE IT FURTHER RESOLVED, the Board of Trustees authorizes renewal of the agreement with similar terms and conditions; and

BE IT FURTHER RESOLVED, the Board of Trustees authorizes the chancellor or vice chancellor, finance and administration to sign the agreement on behalf of the district.

PASSED AND ADOPTED on this 2nd day of July, 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: July 2, 2013

SUBJECT: Consideration to Adopt Resolution Authorizing Agreement with the California Department of Education for a Child Care and Development Block Grant, Preschool Program, Fresno City College

ITEM NO. 13-54G

EXHIBIT: Resolution No. 2013.17

Background:

Fresno City College has received a child care and development block grant from the California Department of Education. This grant will pay the child care expenses for students whose families qualify according to certain income standards. The child care and development block grant has been separated into two separate contracts based on the age of the children. This grant will enable college students who have children age 3 or 4 years old to obtain an education while their children are attending the district's child care center. The district has been authorized to request reimbursement up to a maximum of \$90,584 for the period July 1, 2013, through June 30, 2014.

Recommendation:

It is recommended the Board of Trustees:

- a) adopt a Resolution No. 2013.17 authorizing the district, on behalf of Fresno City College, to enter into an agreement with the California Department of Education for a Child Care and Development Block Grant, Preschool Program, in the amount of \$90,584 for the period July 1, 2013, through June 30, 2014;
- 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.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
FRESNO COUNTY, CALIFORNIA**

RESOLUTION NO. 2013.17

**AUTHORIZING AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF
EDUCATION FOR A CHILD CARE AND DEVELOPMENT BLOCK GRANT,
PRESCHOOL PROGRAM, FRESNO CITY COLLEGE**

WHEREAS, the California Department of Education provides funding to pay child care expenses for students whose families qualify according to certain income standards;

WHEREAS, the child care and development block grant is separated into two separate contracts based on the age of the children to enable college students with children to obtain an education while their children attend the district's child care center;

WHEREAS, this agreement is for the period of July 1, 2013, through June 30, 2014, with funding in the amount of \$90,584.

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees adopt Resolution No. 2013.17 authoring the district, on behalf of Fresno City College, to enter into an agreement with the California Department of Education for a child care and development block grant; and

BE IT FURTHER RESOLVED, the Board of Trustees authorizes renewal of the agreement with similar terms and conditions; and

BE IT FURTHER RESOLVED, the Board of Trustees authorizes the chancellor or vice chancellor of finance and administration to sign the agreement on behalf of the district.

PASSED AND ADOPTED on this 2nd day of July, 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: July 2, 2013

SUBJECT: Consideration to Adopt Resolution Authorizing Agreement for a State Trade and Export Promotion Grant, Center for International Trade Development

ITEM NO. 13-55G

EXHIBIT: Resolution No. 2013.18

Background:

The Center for International Trade Development (CITD) was recently awarded a State Trade and Export Promotion (STEP) grant from the California Community Colleges Chancellor's Office. The purpose of the grant is to provide trade missions to China and Vietnam, provide trade exhibitions to partner California exporters with foreign buyers, and to increase exports of California agricultural products. The grant award is for the period October 1, 2012, through September 29, 2013, with total funding in the amount of \$289,260.

Recommendation:

It is recommended the Board of Trustees:

- a) adopt Resolution No. 2013.18 authorizing the district, on behalf of the Center for International Trade Development, to accept a State Trade and Export Promotion Grant from the California Community Colleges Chancellor's Office to introduce and highlight California agricultural products to foreign markets, with funding in the amount of \$289,260 for the period of October 1, 2012, through September 29, 2013;
- b) authorize renewal of the grant 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.

**STATE CENTER COMMUNITY COLLEGE DISTRICT
FRESNO COUNTY, CALIFORNIA**

RESOLUTION NO. 2013.18

**AUTHORIZING AGREEMENT WITH THE CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE FOR A STATE TRADE AND EXPORT PROMOTION
GRANT, CENTER FOR INTERNATIONAL TRADE DEVELOPMENT**

WHEREAS, the California Community Colleges Chancellor's Office provides funding to provide trade missions to China and Vietnam, provide trade exhibitions to partner California exporters with foreign buyers, and to increase exports of California agricultural products;

WHEREAS, this agreement is for the period of October 1, 2012, through September 29, 2013, with funding in the amount of \$289,260.

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees adopt Resolution No. 2013.18 authoring the district, on behalf of the Center for International Trade Development, to enter into an agreement with the California Community Colleges Chancellor's Office for a State Trade and Export Promotion (STEP) grant; and

BE IT FURTHER RESOLVED, the Board of Trustees authorizes renewal of the agreement with similar terms and conditions; and

BE IT FURTHER RESOLVED, the Board of Trustees authorizes the chancellor or vice chancellor of finance and administration to sign the agreement on behalf of the district.

PASSED AND ADOPTED on this 2nd day of July, 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: July 2, 2013

SUBJECT: Consideration of Claim, Keellee Wesley

ITEM NO. 13-56G

EXHIBIT: Confidential Claim

Background:

The district is in receipt of a claim submitted by Keellee Wesley and the Board is being asked to take action in accordance with Government Code section 900 *et seq.* The Board must reject the claim when there is a question of district liability and the amount of the claim is disputed. The claim has been submitted to the Valley Insurance Program Joint Powers Agency (VIPJPA) and its claims administrator for defense coverage.

Estimated Fiscal Impact:

Unknown

Recommendation:

It is recommended, in accordance with established procedures, the Board of Trustees reject the claim submitted by Keellee Wesley and direct the chancellor or vice chancellor of finance and administration to give written notice of said action to the claimant.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

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

ITEM NO. 13-57G

EXHIBIT: None

Background:

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

At the October 4, 2011, Board of Trustees meeting, the Board appointed Ms. Rebecca Malmo and Ms. Janet Hinesly as community members at large and Mr. Fred Ketchum as a member representing senior citizen's organizations for their first of potentially two consecutive two-year terms ending on June 30, 2013. All three of the aforementioned members of the Citizens' Bond Oversight Committee are graciously willing to serve another two-year term ending June 30, 2015.

Additionally, the membership of the committee must also include a student member who is active in student affairs. The Reedley College administration has nominated Gabriela Campos to be the student representative on the committee for the period July 1, 2013, through June 30, 2014, to replace Fresno City College student Cindy Quiralte.

Recommendation:

It is recommended the Board of Trustees appoint the following members to the Citizens' Bond Oversight Committee:

- a) Ms. Janet Hinesly and Ms. Rebecca Malmo as community members at large, to serve their final two-year term ending June 30, 2015;
- b) Mr. Fred Ketchum as a member representing a senior citizen's organization, to serve his final two-year term ending June 30, 2015; and
- c) Student representative Gabriela Campos to serve through June 30, 2014.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Approve Board of Trustees'
2013-2014 Goals

ITEM NO. 13-54

EXHIBIT: Goals

Background:

In accordance with BP 2745, Board Self-Evaluation, the Board of Trustees conducted its annual Board self-evaluation and CEO evaluation and goal-setting workshop on June 15, 2013, with the assistance of ACCT consultant Dr. Pamela Fisher. The Board discussed its accomplishments in the past year, and areas for further review. The Board's comments were used to prepare the attached recommended board goals for 2013-2014.

Recommendation:

It is recommended the Board of Trustees approve the 2013-2014 board goals to guide the work of the Board and the chancellor.

Board of Trustees' 2013-2014 Goals

1. Support the achievement of the chancellor's 2013-2014 goals
(District Value: Communication)
2. Adopt an annual calendar that includes status reports on:
 - 2.1 Student equity, access, success and completion (DSP Goals 1, 2, 4; District Value: Integrity)
 - 2.2 Strategic enrollment management (DSP* Goal 2)
 - 2.3 Implementation and achievement of the goals and objectives in the 2012-2016 District Strategic Plan (DSP Goals 1-7)
 - 2.4 Implementation and achievement of the goals and objectives in the 2013-2017 Colleges/Centers Strategic Plans
3. Encourage implementation of Interest-based Bargaining (IBB) for negotiations with SCFT, CSEA, and the POA (District Value: Communication)
4. Support and monitor the chancellor's efforts to broaden the discussion of diversity, based on the analysis of data, current practice, and successful strategies to promote the diversity of the district (District Value: Diversity)
5. Consider the following for adoption (DSP Goal 7) :
 - 5.1 Board Philosophy Statement for Enrollment Management
 - 5.2 Revised BP 6200: Budget Preparation
6. Support resolution of the accreditation District Recommendation 1 by considering for adoption a SCCCDC Participatory Governance Structure that includes the following district processes and documents (DSP Goal 6):
 - 6.1 SCCCDC Decision-Making Model and Manual
 - 6.2 SCCCDC Integrated Planning Model and Manual
 - 6.3 SCCCDC Budget and Resource Allocation Committee and District Resource Allocation Model

*DSP – District Strategic Plan

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Adopt the Mission, Vision,
and Values Statements in the 2013-2017
Colleges/Centers Strategic Plans

ITEM NO. 13-55

EXHIBIT: Mission, Vision and Values Statements

Background:

The Board of Trustees took action to approve the timelines for preparation of the SCCCD 2012-2016 Strategic Plan and the 2013-2017 Colleges/Centers Strategic Plans on July 5, 2011. The new timelines for the colleges/centers follow district planning by one year, and the colleges/centers goals align with the district's goals.

Each campus hosted charrettes involving faculty, staff, administrators and community leaders representing business, educational and non-profit sectors. The purpose of the charrettes was to provide additional internal and external community input for the formulation of the initial drafts.

The colleges/centers are submitting their 2013-2017 mission, vision and values statements in the 2013-2017 Strategic Plans for the Board of Trustees' review and approval.

Recommendation:

It is recommended the Board of Trustees adopt the proposed Mission, Vision, and Values statements for the 2013-2017 Colleges/Centers Strategic Plans, as presented.



Fresno City College

2013-2017 Strategic Plan

Mission-Vision-Core Values

Mission

Fresno City College, California's first community college, provides quality, innovative educational programs and support services directed toward the enhancement of student success, lifelong learning and the economic, social, and cultural development of our students and region.

Vision

Fresno City College will be a national leader in educational programs, support services, and community partnerships.

Core Values

Excellence:

We champion quality while encouraging individuals to share and explore new avenues toward advancing the college's mission and vision.

Collaboration:

We are dedicated to active involvement on our campus and in our community, developing partnerships and avenues of greater participation.

Diversity:

We are committed to diversity through respect and celebration of individual differences.

Professionalism:

We communicate and work together in an ethical, collegial manner in a supportive environment.

Stewardship:

We are accountable to our community for the responsible use of our resources.

Reedley College Mission

Reedley College, including its centers and sites, provides an accessible educational environment ensuring high-quality innovative learning opportunities supported by services for student success. We offer associate degree programs, career technical education, transfer level and basic skills courses. We instill a passion for learning that will meet the academic, workforce, and personal goals of our diverse population.

Reedley College Vision

Reedley College, including its centers and sites, will be a source of exemplary educational opportunities to foster and cultivate professional, well-prepared individuals who will contribute to our community.

Reedley College Values

Focus on Our Students' Success

Strive for Excellence

Foster Intellectual Curiosity

Instill Personal Integrity

Encourage Critical Thinking

Respect Diversity

Promote Service to our Community

Approved by Classified Senate 03.18.13
Approved by Academic Senate 04.29.13
Approved by College Council 05.01.13

Willow International Center

State Center Community College District Mission Statement

State Center Community College District is committed to student learning and success, while providing accessible, high quality, innovative educational programs and student support services to our diverse community by offering associate degrees, university transfer courses, and workforce needs of the San Joaquin Valley and cultivate an educationally prepared citizenry.

Willow International Center Mission Statement

Creating Opportunities: One Student at a Time:

We serve all students of our community; we believe good learning is based on integrity, generosity, and accountability; we foster critical, creative, and engaged thinking; we provide support for student success; we prepare students for their future and for our community's future; we cultivate community partnerships to enhance student learning and success; we engage in a reflective, data-driven cycle of research and innovation that is focused on student learning and student outcomes.

State Center Community College District Vision Statement

State Center Community College District will demonstrate exemplary educational leadership to foster and cultivate a skilled workforce and an educated citizenry who are well prepared professionally and personally to contribute to our community.

Willow International Center Vision Statement

Willow International Community College Center – the college of choice for academic excellence, innovation, and student achievement.

State Center Community College District Values

Excellence, Diversity, Integrity, Continual Improvement, Stewardship, Community, Communication



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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Adopt the 2013-2017
Colleges/Centers Strategic Plans

ITEM NO. 13-56

EXHIBIT: 2013-2017 SCCCDC Strategic Plans

Background:

The Board of Trustees took action to approve the timelines for preparation of the SCCCDC 2012-2016 Strategic Plan and the 2013-2017 Colleges/Centers Strategic Plans on July 5, 2011. The new timelines for the colleges/centers follow district planning by one year, and the colleges/centers goals align with the district's goals.

Each campus hosted charrettes involving faculty, staff, administrators and community leaders representing business, educational and non-profit sectors. The purpose of the charrettes was to provide additional internal and external community input for the formulation of the initial drafts.

The colleges/centers are submitting their 2013-2017 Strategic Plans for the Board of Trustees' review and approval.

Recommendation:

It is recommended the Board of Trustees adopt the proposed 2013-2017 Colleges/Centers Strategic Plans, as presented.



Fresno City College

2013-2017 Strategic Plan

Student Success

Goal 1: FCC will identify and implement collaborative and specific activities to facilitate successful completion of our students' educational objectives.

- 1.1 By Spring 2014, the college will update, approve, and implement priority student success recommendations detailed in the FCC Educational Master Plan and those contained in the FCC Student Success Plan.
- 1.2 As noted in the Enrollment Management Plan, by Spring 2015, the college will begin to define, and publish common annual student success benchmarks.
- 1.3 The college will continue to work with feeder schools to identify innovative methods of enhancing matriculation.
- 1.4 By Spring 2015, the college will identify and support existing efficient and cost effective methods of improving basic skills preparation.
- 1.5 By Fall 2014, the college will identify baseline student services and priority activities to include in the creation and implementation of college and districtwide student services delivery plans.
- 1.6 By Fall 2014, the college will create and implement a Student Involvement Plan that identifies successful methods of engaging students in campus and community activities that enable them to enhance learning opportunities beyond the classroom and further engage in the betterment of their community.
- 1.7 The college will continue to analyze enrollment, retention, success rate patterns and other transfer general education course data to identify and implement strategies that lead to increased retention and successful completion.
- 1.8 The college will continue to analyze enrollment, retention, success rate patterns and other career and technology course data to identify and implement strategies that lead to increased retention and successful completion.

Access

Goal 2: FCC will identify access barriers and create strategies to mitigate them.

- 2.1 By Spring 2014, the college will complete writing and begin implementation of recommendations contained in the Enrollment Management Plan.
- 2.2 By Fall 2013, the college will work with the district to implement districtwide recommendations regarding priority registration.
- 2.3 By Fall 2014, the college will identify methods of improving course scheduling to efficiently move students through successful completion.
- 2.4 By Fall 2014, the college will identify and address gaps and barriers to student support services.



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- 2.5 By Fall 2015, the college will inventory existing outreach, recruitment, co-curricular and career awareness activities for every academic and student support program to identify best practices, duplication, and opportunities.

Quality

Goal 3: FCC will provide the highest quality instructional programs utilizing current and emerging methodologies, pedagogies, and technologies as appropriate.

- 3.1 By Fall 2013, the college will ensure that all administrators, faculty, and staff are provided ample opportunities for professional development.
- 3.2 By Fall 2015, the college, in coordination with sister campuses, will develop a comprehensive Basic Skills Delivery Plan for the college and the district.
- 3.3 By Fall 2013, the college will define and identify Signature Programs and criteria to create models of excellence.
- 3.4 By Spring 2014, the college will identify and promote opportunities for districtwide collaboration, program coordination and development.
- 3.5 Faculty will continue to identify appropriate courses to enhance cross-district coordination of curriculum.
- 3.6 By Fall 2014, the college will implement a Distance Learning Plan that identifies online and hybrid best practices, student support services, student success benchmarks, and effective delivery methods.
- 3.7 By Spring 2014, the college will implement a campus wide technology plan and address technology gaps.
- 3.8 By Fall 2014, the college will ensure that student success, student learning outcomes, and program review objectives are integrated and support FCC's mission, vision, and strategic goals.

Partnerships

Goal 4: FCC will strengthen existing and create new community partnerships with educational, business, and other entities to ensure our region is receiving quality services to meet its economic, cultural, and social needs.

- 4.1 By Fall 2014, every program and student support service will identify activities that enhance partnerships with educational, business, and/or local community organizations as appropriate.
- 4.2 By Spring 2015, every program and student support service will systematically assess the community need for its respective program/service and refine student learning outcomes as appropriate.



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- 4.3 By Spring 2015, every occupational related program and support service will inventory, identify, and increase the number of quality work experience, apprenticeship, job shadowing, service learning, and/or internship experiences as appropriate.

Values

Goal 5: FCC will provide a culture where its core values are visible in the activities and interactions of all administrators, faculty, classified professionals, and students.

- 5.1 By Fall 2014, the college will enhance its efforts to recognize individuals who epitomize FCC's core values.
- 5.2 By Spring 2014, the college will identify existing activities and new opportunities that promote FCC's core values.
- 5.3 By Spring 2015, the college will provide campus wide training on excellence and innovation.

Communication

Goal 6: FCC will effectively communicate with its constituent groups and external communities.

- 6.1 By Spring 2014, the college will perform an annual shared governance audit to ensure the college and district are engaged in open communication and encouraging participation from all constituent groups.
- 6.2 The college will continue to implement its campus wide communication plan and continually identify additional methods to enhance campus, district, and external communications.
- 6.3 By Fall 2013, the college will initiate discussions that provide feedback and recommendations on opportunities to enhance campus-to-campus and campus-to-district collaboration.

Institutional Effectiveness

Goal 7: FCC will collaborate with SCCCD to create strategic alignments in our planning and organizational processes.

- 7.1 By Fall 2013, the college will collaborate with the district in ensuring shared governance is practiced consistently in decision-making.
- 7.2 By Spring 2014, the college will collaborate with the district and respective committees to update and improve safety and security communication and education.
- 7.3 By Fall 2014, the college will collaborate with the district to create and implement a parking plan that supports the mission of FCC.
- 7.4 By Spring 2014, the college will participate in districtwide decision-making regarding program development (including signature programs), implementation, and expansion.



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- 7.5 FCC will continue to implement and update the Campus Facilities Master Plan.
- 7.6 By Spring 2015, the college will create a Human Resource Plan that reflects the needs of the college.
- 7.7 By Spring 2014, the college will fully implement its Research Agenda to enable every department to utilize the information as part of its program development and decision-making.
- 7.8 By Fall 2014, the college will work with all internal constituent groups to develop and implement annual program review summaries that concisely monitor and report progress toward campus and district strategic goals.

Accountability

Goal 8: FCC will demonstrate fiscal integrity by being prudent stewards of our resources.

- 8.1 By Spring 2014, FCC will create and implement an education module on understanding the college and district budget and budgeting processes.
- 8.2 FCC will continue to improve methods of ensuring financial accountability and resource stewardship.
- 8.3 FCC will continue to work collaboratively with the SCCCDC grants office and with external partners to increase funding opportunities that support student success.

Reedley College Strategic Plan 2013-2017

1. Student Success

Reedley College is committed to empowering students to achieve their educational and vocational goals by offering academic guidance and support, career technical training, and opportunities for personal growth that will promote success.

- 1.1 Assist students in creating a clear vision towards their educational goals through the development of an educational plan. (DO 1.2)
- 1.2 Offer instructional programs that provide basic skills, transfer preparation, and career technical education.
- 1.3 Increase students' campus and community engagement in order to facilitate persistence and completion rates for all students. (DO 1.5, 4.3)
- 1.4 Develop strategies to address unique needs of students to aid their academic success. (DO 1.1)

2. Student Access and Services

Reedley College is devoted to providing access and services for students to obtain their educational goals. (DO 2.1)

- 2.1 Evaluate course offerings to ensure sequencing that will allow students to finish a program in a reasonable amount of time.
- 2.2 Improve student admission, registration, counseling and orientation services to optimize student educational planning. (DO 2.2)
- 2.3 Provide broad-based instructional support services relevant to the diverse needs of the students. (DO 2.3)
- 2.4 Maintain a safe environment conducive to learning while providing services and activities that maximize the opportunity for educational and personal growth.

3. Teaching and Learning

Reedley College is committed to providing the highest quality instructional programs utilizing current and emerging instructional methods that focus on student success.

3.1 Align curriculum to increase certificates and degree completion. (DO 3.2)

3.2 Improve courses and programs through the analysis of multiple measures for basic skills courses, transfer level courses, career technical education and distance education. (DO 3.3)

3.3 Provide and support opportunities for faculty development that foster innovation. (DO 3.5)

3.4 Ensure continuous integration and implementation of the colleges' Program Review and Student Learning Outcomes assessment to improve institutional effectiveness. (DO 1.4, 3.4)

4. Economic and Workforce Development

Reedley College is committed to being a partner in developing the economic vitality of the region through collaboration with its community partners and will strive to ensure access to quality career technical programs.

4.1 Assess, maintain, and develop effective and relevant career technical education programs in collaboration with business and industry partners. (DO 4.1)

4.2 Pursue continued support of signature programs, including infrastructure improvements in order to align with industry standards. (DO 3.2, 4.2)

4.3 Increase the number of quality work and internship experiences, apprenticeships, and job shadowing and service learning opportunities. (DO 4.4)

5. Organizational Development and Effectiveness

Reedley College is committed to persistently improving its institutional, fiscal and technological effectiveness for each campus.

5.1 Establish systems and procedures that increase collaboration between Reedley, Madera and Oakhurst that work towards the integration of policies, uniformed procedures and processes.

5.2 Ensure instruction and services for students are sufficient, equitable and consistent across locations.

5.3 Develop and implement a human resource staffing plan for all campuses that aligns with the district wide staffing plan. (DO 6.4)

5.4 Reedley, Madera and Oakhurst will support Willow International in its efforts to become a college.

5.5 Develop and implement an integrated planning and resource allocation process that aligns with the Strategic Plan. (DO 6.1, 6.6)

5.6 Utilize, improve and maintain technology and facility infrastructure to support academic success. (DO 6.2, 6.3)

6. Communication

Reedley College is committed to continually improving effectiveness in communication.

6.1 Engage in open and clear communication between Reedley College and the District. (DO 5.3)

6.2 Promote communication and collaboration about college programs, services and activities between Reedley, Madera, and Oakhurst. (DO 5.2)

6.3 Evaluate methods and delivery systems used to communicate between Reedley, Madera and Oakhurst.

6.4 Maintain and improve communication between Reedley, Madera and Oakhurst and their surrounding communities. (DO 5.4)



State Center Community College District

Willow International Community College Center

2013-2017 Strategic Plan



Strategic Plan Goals & Objectives Summary

Strategic Goal One – Student Success

Support and assist students to achieve their educational goals by offering premier academic, career technical training, and student support programs that enhance students' abilities to succeed in an increasingly complex and interconnected world

Strategic Objectives:

- 1.1 Implement a clear and concise matriculation process for new students
- 1.2 Develop strategies to increase student success and transfer rates
- 1.3 Utilize Student Success Taskforce recommendations & the 2012 Student Success Act, implement Student Services Delivery Plan aligned with Districtwide plan
- 1.4 Assist in establishing Districtwide Matriculation Committee to review student assessment tests and data
- 1.5 Establish a baseline that expresses cultural awareness as a result of student engagement in campus and community activities

Strategic Goal Two – Student Access

Be responsive to the population growth of the San Joaquin Valley and committed to reducing enrollment barriers

Strategic Objectives:

- 2.1 Establish and implement an Enrollment Management Plan aligned with the District Enrollment Management Plan
- 2.2 Implement matriculation plan for students to complete critical matriculation steps as delineated in 2012 Student Success Act
- 2.3 Implement and modify strategies to enhance student support program coordination and develop in areas such as outreach, recruitment, co-curricular, and career awareness activities utilizing the Enrollment Management Committee

Strategic Goal Three – Teaching and Learning Effectiveness

Provide highest quality instructional programs using current and emerging instructional methods and technologies

Strategic Objectives:

- 3.1 Direct the planning and strategies as defined in Student Success Plan, measure the success of each goal and objective related to Basic Skills
- 3.2 Implement process to determine Signature Programs as WI plans for future development of CTE programs and facilities as delineated by Districtwide Signature Program Taskforce
- 3.3 Implement goals and strategies from Technology/Distance Education Plan supporting delivery of online courses and provide adequate classroom/campus technologies to support student success
- 3.4 Utilize assessment results, data, and results from Student Learning Outcomes, Program Learning Outcomes, General Education Learning Outcomes, and Program Review process to implement improvement strategies in support of student success
- 3.5 Increase faculty development opportunities that support student success

Strategic Goal Four – Economic and Workforce Development

Partner in developing economic vitality of the community through collaboration and offer access to quality career technical programs

Strategic Objectives:

- 4.1 Assess, maintain, and develop career technical programs and curriculum collaborating with external partners
- 4.2 Establish workforce program and skill needs based on regular review and analysis
- 4.3 Increase persistence and completion rates for students in career technical programs
- 4.4 Increase number of opportunities of quality work experience, job shadowing, service learning, and internship experiences for students

Strategic Goal Five – Communication

Commit to open and clear communication among constituent groups and with external communities

Strategic Objectives:

- 5.1 Implement goals and strategies as defined in the District Governance model
- 5.2 Support district's commitment to increased communication by sharing information through newsletters, meetings, and discussion sessions
- 5.3 Establish and maintain partnerships with community, workforce, and economic partners

Strategic Goal Six – Organizational Effectiveness

Continually improve organized process to ensure institutional effectiveness and accountability

Strategic Objectives:

- 6.1 Engage in districtwide allocation resource committees; provide budget workshops; and implement District Resource Allocation Model
- 6.2 Align and implement Willow Technology/Distance Education Plan with District Technology Plan
- 6.3 Update and align Willow Facilities Master Plan
- 6.4 Implement objectives and strategies from the District Human Resources Plan, Staff Development Plan, and EEO Plan
- 6.5 Implement objectives and strategies identified at district level as part of the growth plan for Willow for enrollment, staffing, resource allocation, facilities
- 6.6 Support districtwide committee to create district research plan and participate with data collection and analysis
- 6.7 Implement goals and strategies as defined in Integrated Planning Model

Strategic Goal Seven – Community and Resource Development

Optimize resources while maintaining fiscal integrity

Strategic Objectives:

- 7.1 Manage budget to the benefit of student learning and insure fiscal health and wellbeing
- 7.2 Implement goals and strategies defined in District Resource Development Plan that will cultivate relationships with existing and prospective donors
- 7.3 Identify gaps in program needs that could be addressed through grants and other resources

Strategic Goal Eight – Willow International Community College Center Accreditation

Fulfill the accreditation and state requirements to become a stand-alone college including successful submission of Needs Study; receive Initial Accreditation after ACCJC Team Visit in Spring 2015

Strategic Objectives:

- 8.1 Complete CCCCO Needs Study by Fall 2013, ACCJC Self Evaluation report by Spring 2015 in preparation for Spring 2015 ACCJC Visit
- 8.2 Ensure adequate staffing to be prepared for full college status by Fall 2015

Strategic Goal Nine – Fiscal Oversight

Advocate and acquire adequate resources as the Center achieves college status

Strategic Objectives:

- 9.1 Ensure adequate resources to implement programs and services including a flow-chart and DRAM to demonstrate how funding is being allocated

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Accept the District's
Governmental Accounting Standards Board
(GASB 45) Actuarial Valuation Report

ITEM NO. 13-57

EXHIBIT: Actuarial Report

Background:

State Center Community College District (SCCCD) provides post-employment benefits other than pensions (OPEB) to employees who meet certain criteria. As a result of offering such benefits, SCCCDC is required to report the value of such benefits and the associated costs according to the accounting requirements of Governmental Accounting Standards Board Statement No. 45 – Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions (GASB 45). Pursuant to GASB 45, most California community college districts are required to have an actuarial valuation completed every other year to determine postemployment benefit obligations of the organization.

SCCCD provides medical, dental and vision benefits to eligible retirees and their covered eligible dependents. SCCCDC pays a portion of the costs for eligible retirees, spouses and dependents. All active employees who retire directly from SCCCDC and meet the eligibility criteria may participate.

SCCCDC retained Grant Thornton, LLP, to perform a valuation of its postretirement welfare benefit plans for the purpose of determining its annual cost in accordance with GASB 45. Mr. Brett Schwab, from Grant Thornton, LLP, will be reviewing this report with the Board.

Recommendation:

It is recommended the Board of Trustees accept the GASB 45 Actuarial Valuation Report, as presented.



STATE CENTER COMMUNITY COLLEGE DISTRICT

GASB 45 ACTUARIAL VALUATION REPORT

FOR POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS

July 1, 2012 – June 30, 2013 Fiscal Year

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A. PLAN OVERVIEW

State Center Community College District (“**SCCCD**”) provides post-employment benefits other than pensions (“OPEB”) to employees who meet certain criteria. As a result of offering such benefits, SCCC is required to report the value of such benefits and the associated costs according to the accounting requirements of Governmental Accounting Standards Board Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions (“GASB 45”).

SCCCD provides medical, dental and vision benefits to eligible retirees and their covered eligible dependents (Board Members may also be eligible for post-employment life insurance benefits). SCCC pays a portion of the cost for eligible retirees, spouses and dependents. All active employees who retire directly from SCCC and meet the eligibility criteria may participate.

The summary below identifies the value of benefits at July 1, 2012 and costs for the 2012-2013 Fiscal Year according to the accounting requirements of GASB 45, and summarizes the actuarial valuation results by SCCC’s active and retired employee groups.

Note that implicit rate subsidies as required by GASB 45 are factored into all relevant values in this report.

July 1, 2012	
Present Value of Future Benefits	
Actives	\$26,314,761
<u>Retirees</u>	<u>8,161,157</u>
Total	\$34,475,918
Actuarial Accrued Liability	
Actives	\$15,640,932
<u>Retirees</u>	<u>8,161,157</u>
Total	\$23,802,089
GASB 45 Measures 2012-2013 FY	
Annual Required Contribution (ARC)	\$2,051,458
Annual OPEB Cost	\$2,018,964
Employer Contributions, reflecting implicit rate subsidies	\$1,325,357

B. LIABILITIES AND NORMAL COST

The Actuarial Accrued Liability is the liability or obligation for benefits earned through the valuation date, based on certain actuarial methods and assumptions. The OPEB's Actuarial Accrued Liability (at July 1, 2012) is \$23,802,089. The Actuarial Accrued Liability represents 69.04% of the present value of future benefits.

Liabilities and Normal Cost	July 1, 2012
Actuarial Accrued Liability	\$23,802,089
<u>Plan Assets</u>	<u>6,846,425</u>
Unfunded Actuarial Accrued Liability	\$16,955,664
Normal Cost	\$951,551

The Normal Cost for the plan is the amount that the liabilities are expected to increase during the year based on increased eligibility and service.

Normal Cost is the value of benefits expected to be earned during the year, again based on certain actuarial methods and assumptions. The 2012-2013 Fiscal Year Normal Cost is \$951,551.

The results were calculated based upon plan provisions and census data, as provided by SCCCD, along with certain demographic and economic assumptions as recommended by Grant Thornton with guidance from the GASB statement and approved by SCCCD.

C. DEMOGRAPHIC INFORMATION

Data was provided by SCCCD for the 2012-2013 Fiscal Year.

Participant Information	2012-2013 FY
Active Participants	1,069
<u>Inactive Participants</u>	<u>278</u>
Total	1,347
Employer Contributions	2012-2013 FY
Expected OPEB Contributions:	
Active Participants	\$0
<u>Inactive Participants</u>	<u>1,325,357</u>
Total Contribution	\$1,325,357

D. ASSETS

As of the valuation date, SCCCD does set aside assets in trust to pay future benefits.

Assets	July 1, 2012
Market Value of Assets	\$6,846,425
Actuarial Value of Assets	\$6,846,425

According to GASB 45, an employer has made a contribution to pay for future benefits only if it meets one of these criteria:

- The employer has made benefit payments directly to or on behalf of a retiree or beneficiary.
- The employer has made premium payments to an insurer.
- The employer has made contributions to an OPEB plan to fund payments of benefits as they come due in the future, and all the following apply:
 - The employer no longer has ownership or control of the assets.
 - The plan is effectively a legally separate entity under the stewardship of a board of trustees.
 - The plan assets provide benefits to retirees and their beneficiaries in accordance to the terms stated in the plan.
 - The plan assets are legally protected from creditors of the employer.

E. ECONOMIC ASSUMPTIONS

GASB 45 requires that the discount rate used to calculate the actuarial present value of projected plan benefits should be the estimated long-term yield on the “investments that are expected to be used to finance the payments of benefits”. Since SCCCD does pre-fund plan liabilities, the discount rate should be based on “employer assets”, specifically, the long-term expected return on employer investments that are not restricted for other purposes and are expected to be used to finance benefit payments. The general pool of assets used to finance SCCCD’s payment of OPEB premiums is invested to provide a moderate level of current income.

Many public sector employers are using a rate closer to the required rate under the Financial Accounting Standards Board No. 106 (FAS 106) to value postretirement healthcare benefits for private employers or what their peers are using. A rate of 5.00% is consistent with what other similarly situated governmental employers are using and is reasonable based on SCCCD’s investment selection.

The trend assumption is used to project the growth of the expected claims over the lifetime of the healthcare recipients. The GASB statement does not require a particular source for information to determine healthcare trends, but it does recommend selecting a source that is “publicly available, objective and unbiased.”

State Center Community College District ("**SCCCD**") retained Grant Thornton to perform a valuation of its postretirement welfare benefit plans for the purpose of determining its annual cost in accordance with GASB Statement No. 45 – Accounting and Financial Reporting by Employers for Post Employment Benefits Other Than Pensions.

The consulting actuary is a member of the Society of Actuaries and other professional actuarial organizations, and meets the "Qualification Standard for Prescribed Statements of Actuarial Opinion" relating to postretirement welfare plans.

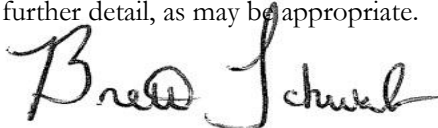
In preparing the results presented in this report, we have relied upon information provided to us regarding plan provisions, plan participants, and plan assets. We have reviewed this information for overall reasonableness and consistency, but have neither audited nor independently verified this information. The accuracy of the results presented in this report is dependent upon the accuracy and completeness of the underlying information.

Where reasonable, the actuarial assumptions and the accounting policies and methods employed in the development of the postretirement welfare cost have been selected by SCCCDC, which relied upon actuarial audits and experience studies conducted for California Public Employees Retirement System (CALPERS) and California State Teachers Retirement System (CALSTRS). We did not independently study historic information to develop assumptions. The mortality table used for the valuation is RP-2000 projected to 2015. It was selected due to its relevance as a current mortality table and is also used by other governmental agencies to value their populations. The amortization of unfunded liabilities as a level dollar amount over 30 years was selected to comply with GASB 45 requirements for a Closed Group. Under a Closed Group Actuarial Cost Method, actuarial present values associated with future entrants are not considered. The selected discount rate is based on an expected return on the assets expected to finance benefit payments. The Unit Credit cost method was selected.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices. In our opinion, the actuarial assumptions and methods represent reasonable expectations of anticipated plan experience. To fulfill the applicable accounting requirements, each actuarial assumption should be management's "best estimate solely with respect to that individual assumption."

The information contained in this report was prepared for the internal use of SCCCDC and its auditors in connection with the actuarial valuation of the postretirement welfare plan. It is neither intended nor necessarily suitable for other purposes. SCCCDC may also distribute this actuarial valuation report to parties which have a legal right to require SCCCDC to provide them with this report, in which case they will provide this report in its entirety including all assumptions, caveats and limitations.

We are available to answer questions on the material contained in the report or to provide explanations or further detail, as may be appropriate.



Brett Schwab, ASA, EA, MAAA
Actuary, Compensation and Benefits
Grant Thornton, LLP
February 28, 2013

The following exhibits show the Annual Required Contribution (ARC), Annual OPEB Cost (AOC), and projected June 30, 2013 Net OPEB Obligation (NOO).

A. DEVELOPMENT OF NORMAL COST

The Unit Credit cost method was selected. The cumulative Normal Cost across all active participants is \$951,551.

B. DEVELOPMENT OF ANNUAL REQUIRED CONTRIBUTION

The Standard sets the method for determining SCCCD's post employment benefits accrual, the Annual Required Contribution (ARC), to include both the value of benefits earned during the year (Normal Cost) and a supplemental cost based on an amortization of the Unfunded Actuarial Accrued Liability. Accordingly, the following table shows SCCCD's 2012-2013 FY ARC based on a 30-year amortization of the Unfunded Actuarial Accrued Liability as a level dollar amount:

Fiscal Year Ending June 30, 2013	
Preliminary ARC	
a) Normal Cost	\$951,551
b) <u>Amortization payment</u>	<u>1,050,467</u>
c) Beginning of year contribution	\$2,002,018
d) <u>Interest on contributions</u>	<u>49,440</u>
e) Preliminary ARC	\$2,051,458
ARC reflecting maximum amortization period	
a) Normal Cost	\$951,551
b) Unfunded Liability	16,955,664
c) Amortization payment using maximum amortization period	1,050,467
d) ARC reflecting maximum amortization period	2,002,018
e) <u>Interest on contributions</u>	<u>49,440</u>
f) ARC reflecting maximum amortization period adjusted for interest	\$2,051,458
Annual Required Contribution	\$2,051,458

C. DEVELOPMENT OF ANNUAL OPEB COST

The following table shows SCCCD's Annual OPEB Cost projected to the end of the 2012-2013 Fiscal Year.

Fiscal Year Ending	June 30, 2013
Annual Required Contribution (ARC)	\$2,051,458
Interest on Net OPEB Obligation	120,491
<u>Adjustment to Annual Required Contribution</u>	<u>(152,985)</u>
Total Annual OPEB Cost (AOC)	\$2,018,964

D. DEVELOPMENT OF NET OPEB OBLIGATION

The following table shows an estimated development of SCCCD's Net OPEB Obligation as of the end of the 2012-2013 Fiscal Year.

Fiscal Year Ending	June 30, 2013
Net OPEB Obligation (NOO) as of July 1, 2012	\$2,409,826
Annual OPEB Cost	2,018,964
<u>Estimated Annual Employer Contribution</u>	<u>(1,325,357)</u>
Net OPEB Obligation as of June 30, 2013 (estimated)	\$3,103,433

GASB 45 paragraph 26(a) requires the following elements to be listed in the report. Below is the projected schedule of funding progress:

Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability – Unit Credit	Unfunded Actuarial Accrued Liability	Funded Ratio	Covered Payroll	Unfunded Actuarial Accrued Liability as a Percentage of Covered Payroll
	(a)	(b)	(b) – (a)	(a) / (b)	(c)	[(b) – (a)] / (c)
July 1, 2008	\$5,579,224	\$31,882,317	\$26,303,093	17.5%	\$81,702,454	32.19%
July 1, 2010	\$6,051,686	\$22,482,531	\$16,430,845	26.9%	\$82,541,184	27.24%
July 1, 2012	\$6,846,425	\$23,802,089	\$16,955,664	28.8%	TBD	TBD

E. 25- YEAR PAYOUT PROJECTION

Annual payments expected based on the current census (i.e. a closed group projection) and actuarial assumptions detailed in Assumptions and Methods:

Fiscal Year Beginning July 1	Employer Contribution*	Active Headcount	Retiree Headcount
2012	\$1,325,357	1,069.00	278.00
2013	1,185,822	998.11	319.35
2014	1,218,630	941.00	352.65
2015	1,271,134	887.69	383.49
2016	1,358,233	838.96	414.30
2017	1,443,736	789.83	446.62
2018	1,496,795	741.78	474.03
2019	1,578,455	695.52	503.42
2020	1,691,529	649.91	529.08
2021	1,740,696	603.96	551.07
2022	1,755,721	561.91	571.19
2023	1,853,826	516.52	598.62
2024	1,917,418	475.47	620.57
2025	1,985,527	439.88	636.11
2026	2,028,233	404.99	651.03
2027	2,062,731	369.80	667.58
2028	2,156,576	337.07	682.57
2029	2,239,915	306.43	693.92
2030	2,295,477	277.50	702.11
2031	2,402,341	248.73	713.36
2032	2,492,746	219.89	724.44
2033	2,546,723	194.48	729.65
2034	2,591,159	170.41	732.66
2035	2,670,844	148.40	733.26
2036	2,657,176	126.93	732.27

* Reflects implicit rate subsidies per GASB 45.

The following table summarizes active and retiree demographic information:

	Participants
Actives	
Fully Eligible to Receive Plan Benefits	376
<u>Not Fully Eligible</u>	<u>693</u>
<i>Total</i>	<i>1,069</i>
Retirees	
Under Age 65	50
<u>Age 65 or over</u>	<u>228</u>
<i>Total Receiving Plan Benefits</i>	<i>278</i>
Total	1,347

	Actives	Retirees	Total
Average Age	49.72	74.68	54.87
Average Service	13.55	N/A	N/A

Attained Age	Attained Service										Total
	Under 1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & Up	
Under 25	1	1	0	0	0	0	0	0	0	0	2
25 to 29	3	12	11	2	0	0	0	0	0	0	28
30 to 34	3	17	42	12	0	0	0	0	0	0	74
35 to 39	2	24	53	36	4	0	0	0	0	0	119
40 to 44	1	19	40	58	22	2	0	0	0	0	142
45 to 49	0	16	34	49	26	18	3	0	0	0	146
50 to 54	2	13	32	61	32	28	6	7	0	0	181
55 to 59	2	13	28	50	28	33	23	11	2	0	190
60 to 64	2	5	15	33	22	27	17	8	6	1	136
65 to 69	0	0	4	4	7	10	5	2	4	3	39
70 & up	0	0	0	3	1	2	3	2	1	0	12
Total	16	120	259	308	142	120	57	30	13	4	1,069

SCCCD funds its OPEB contributions through the CSBA trust.

The assumptions and methods displayed in this section were selected from the complete set of assumptions used to calculate liabilities for the plan. SCCCD has reviewed the assumptions and recommended to the actuary that they be used. For certificated participants, it is assumed that their termination and retirement rates follow that prescribed by the CALSTRS experience study and actuarial assumptions. Non-certificated participants are assumed to follow termination and retirement behaviors exhibited in the CALPERS experience study and actuarial assumptions.

A. DISCOUNT RATE

The rate used to discount liabilities is 5.00%.

B. TREND RATE

The healthcare trend assumption reflects healthcare cost inflation expected to impact the plan based on forecast information in published papers from industry experts (actuaries, health economists, etc.). This research suggests a 7.50% medical cost increase for the 2012-2013 fiscal year, trending down to an ultimate 5.00% increase for the 2017-2018 fiscal year and beyond. The dental and vision costs are assumed to increase at 5% per year.

Fiscal Year	Medical Trend	Dental and Vision Trend
2012-2013	7.50%	5.00%
2013-2014	7.00%	5.00%
2014-2015	6.50%	5.00%
2015-2016	6.00%	5.00%
2016-2017	5.50%	5.00%
2017-2018 and Beyond	5.00%	5.00%

C. MORTALITY

Mortality assumptions use the RP-2000 Combined Healthy table projected to 2015 using projection scale AA.

D. MORBIDITY

Expected medical claims are assumed to increase 2%, on average, as participants age.

E. MARRIAGE

For current active employees, 80% of males and 80% of females are assumed to be married and elect spousal coverage upon retirement. In addition, females are assumed to be three years younger than their male spouses.

F. SALARY SCALE

There are no liabilities dependent on salary, therefore no salary increase rate is assumed.

G. COST METHOD

The Unit Credit cost method was selected to value liabilities. Wherever Normal Cost is stated, this cost method is assumed.

H. DATA ASSUMPTIONS**1. New Retiree Elections, Medical Coverage**

It is assumed that new retirees select coverage, consistent with their active election, and are assumed to participate in Medicare.

2. Amortization Period

The period selected for amortizing the unfunded actuarial liability in determining the ARC is the maximum limit of 30 years. Amortization reflects a closed, level dollar method.

I. MORTALITY RATES

Mortality for the valuation is the RP-2000 Combined Healthy Table projected to 2015 using projection scale AA. Select mortality rates are listed below. It is assumed that all participants are healthy and no deviation from the prescribed mortality is necessary.

Mortality Assumptions						
Age	Base Rates		Projection Scale		Projected Rates	
	Male	Female	Male	Female	Male	Female
20	0.00035	0.00019	0.01900	0.01600	0.00026	0.00015
25	0.00038	0.00021	0.01000	0.01400	0.00032	0.00017
30	0.00044	0.00026	0.00500	0.01000	0.00041	0.00023
35	0.00077	0.00048	0.00500	0.01100	0.00072	0.00040
40	0.00108	0.00071	0.00800	0.01500	0.00096	0.00056
45	0.00151	0.00112	0.01300	0.01600	0.00124	0.00088
50	0.00214	0.00168	0.01800	0.01700	0.00163	0.00130
55	0.00362	0.00272	0.01900	0.00800	0.00272	0.00241
60	0.00675	0.00506	0.01600	0.00500	0.00530	0.00469
65	0.01274	0.00971	0.01400	0.00500	0.01031	0.00900
70	0.02221	0.01674	0.01500	0.00500	0.01770	0.01553
75	0.03783	0.02811	0.01400	0.00800	0.03062	0.02492
80	0.06437	0.04588	0.01000	0.00700	0.05536	0.04129
85	0.11076	0.07745	0.00700	0.00600	0.09968	0.07076
90	0.18341	0.13168	0.00400	0.00300	0.17271	0.12588
95	0.26749	0.19451	0.00200	0.00200	0.25958	0.18876
100	0.34456	0.23747	0.00100	0.00100	0.33942	0.23393
105	0.39789	0.29312	0.00000	0.00000	0.39789	0.29312
110	0.40000	0.36462	0.00000	0.00000	0.40000	0.36462
115	0.40000	0.40000	0.00000	0.00000	0.40000	0.40000
>=120	1.00000	1.00000	0.00000	0.00000	1.00000	1.00000

J. RETIREMENT RATES

Select retirement rates per 100 employees are listed below.

CALSTRS				
Age	Under 30 Years		Over 30 Years	
	Male	Female	Male	Female
50	0.0	0.0	1.5	1.5
51	0.0	0.0	1.5	1.5
52	0.0	0.0	1.5	1.5
53	0.0	0.0	2.0	1.5
54	0.0	0.0	2.0	2.0
55	3.0	5.0	6.0	8.0
56	2.0	3.5	6.0	8.0
57	2.0	3.5	8.0	10.0
58	3.0	4.5	12.0	15.0
59	5.0	6.0	16.0	18.0
60	7.0	10.0	25.0	30.0
61	7.0	10.0	40.0	35.0
62	9.0	12.0	35.0	32.0
63	13.0	18.0	27.0	30.0
64	12.0	15.0	27.0	27.0
65	14.0	16.0	27.0	27.0
66	10.0	15.0	27.0	27.0
67	10.0	15.0	27.0	27.0
68	10.0	15.0	27.0	27.0
69	10.0	15.0	27.0	27.0
70	100.0	100.0	100.0	100.0

CALPERS							
Age	Years of Service						
	5	10	15	20	25	30	35+
50	0.36	0.71	1.00	1.18	1.31	1.47	1.72
51	0.35	0.69	0.96	1.14	1.27	1.42	1.66
53	0.46	0.92	1.29	1.52	1.70	1.90	2.23
55	1.94	3.84	5.37	6.35	7.07	7.92	9.29
56	1.58	3.14	4.39	5.19	5.78	6.47	7.60
57	1.70	3.37	4.71	5.57	6.20	6.94	8.15
58	2.02	4.02	5.62	6.63	7.39	8.27	9.71
59	2.31	4.57	6.40	7.56	8.42	9.42	11.06
60	3.68	7.29	10.20	12.05	13.42	15.02	17.62
61	3.64	7.21	10.09	11.92	13.28	14.86	17.44
62	7.62	15.12	21.15	24.98	27.84	31.14	36.57
63	6.87	13.63	19.06	22.52	25.10	28.08	32.97
64	5.34	10.60	14.82	17.51	19.51	21.83	25.63
65	9.06	17.97	25.13	29.69	33.08	37.01	43.45
70	6.60	13.08	18.30	21.62	24.08	26.95	31.64
75	100	100	100	100	100	100	100

K. TERMINATION RATES

Select termination rates per 100 employees are listed below:

CALSTRS: Entry Ages – Male						
Year	Under 25 (%)	25-29 (%)	30-34 (%)	35-39 (%)	40-44 (%)	45 & Up (%)
0	15.3	15.3	15.3	15.3	15.3	15.3
1	12.5	12.5	12.5	12.5	12.5	13.5
2	7.7	7.7	7.7	7.7	7.7	8.6
3	6.3	5.4	5.4	5.4	5.4	6.3
4	4.4	4.4	4.4	4.4	4.4	4.4
5	3.9	3.0	3.0	3.0	3.0	3.6
6	3.5	2.8	2.8	2.8	2.9	
7	3.1	2.6	2.6	2.6	2.8	
8	2.8	2.4	2.4	2.4	2.6	
9	2.4	2.2	2.2	2.2	2.5	
10	2.0	2.0	2.0	2.0	2.4	
11	1.8	1.8	1.8	1.8		
12	1.6	1.6	1.6	1.7		
13	1.5	1.5	1.5	1.5		
14	1.3	1.3	1.3	1.4		
15	1.1	1.1	1.1	1.2		
16	1.0	1.0	1.0			
17	0.9	0.9	0.9			
18	0.8	0.8	0.8			
19	0.7	0.7	0.7			
20	0.6	0.6	0.6			
21	0.6	0.6				
22	0.6	0.6				
23	0.5	0.5				
24	0.5	0.5				
25	0.5	0.5				
26	0.4					
27	0.3					
28	0.2					
29	0.1					
30	0.0					

K. TERMINATION RATES (CONTINUED)

Select termination rates per 100 employees are listed below:

CALSTRS: Entry Ages – Female						
Year	Under 25 (%)	25-29 (%)	30-34 (%)	35-39 (%)	40-44 (%)	45 & Up (%)
0	15.3	15.3	15.3	15.3	15.3	15.3
1	10.0	10.0	10.0	10.0	10.0	10.0
2	7.2	7.2	7.2	7.2	7.2	7.2
3	6.3	6.3	5.8	5.3	4.9	4.9
4	5.8	5.8	5.4	4.9	3.9	3.0
5	5.5	5.8	4.2	2.9	2.5	2.5
6	4.9	5.0	3.7	2.6	2.3	
7	4.2	4.3	3.2	2.3	2.1	
8	3.6	3.5	2.7	2.0	2.0	
9	2.9	2.8	2.2	1.7	1.8	
10	2.3	2.0	1.7	1.4	1.6	
11	2.1	1.8	1.6	1.3		
12	1.8	1.6	1.4	1.2		
13	1.6	1.3	1.3	1.1		
14	1.3	1.1	1.1	1.0		
15	1.1	0.9	1.0	0.9		
16	1.0	0.9	1.0			
17	0.9	0.8	1.0			
18	0.8	0.8	0.9			
19	0.7	0.7	0.9			
20	0.6	0.7	0.9			
21	0.6	0.7				
22	0.6	0.7				
23	0.6	0.6				
24	0.6	0.6				
25	0.6	0.6				
26	0.5					
27	0.4					
28	0.2					
29	0.1					
30	0.0					

K. TERMINATION RATES (CONTINUED)

Select termination rates per 100 employees are listed below:

CALPERS								
Age	Years of Service							
	0	5	10	15	20	25	30	35+
20	16.17							
25	15.21	3.47						
30	14.25	3.11	2.15					
35	13.29	2.76	1.84	1.44				
40	12.33	2.40	1.53	1.18	0.91			
45	11.37	2.05	1.23	0.95	0.69	0.46		
50	10.41	1.69	0.92	0.66	0.47	0.29	0.19	
55	9.45	1.34	0.61	0.40	0.25	0.12	0.04	0.02
60	8.49	0.98	0.31	0.14	0.03	0.02	0.02	0.02
65	7.53	0.63	0.03	0.03	0.02	0.02	0.02	0.02
70	6.57	0.27	0.03	0.03	0.02	0.02	0.02	0.02

The following summary of plan provisions represents our understanding of the State Center Community College District ("**District**") substantive plan.

Employees who retire from the District may be eligible for post-employment medical, dental and vision benefits pursuant to the provisions below (Board Members also may be eligible for post-employment life insurance benefits).

ELIGIBILITY

- Retire from active service
- **Certificated:** Age 55 or older with 10 years of service
- **Classified:** Age 50 or older, 10 years of service (Option 1)
Age 60 or older, 10 years of service (Option 2)
- **Board Members:** See below

DEPENDENT ELIGIBILITY

Yes

SURVIVOR ELIGIBILITY

Yes, Certificated employees only

BENEFITS

Certificated -- Option 1

- Retirees meeting the eligibility conditions who continue coverage under the District's medical insurance program will receive a District subsidy up to a maximum of \$2,400 per year until reaching age 65.
- After reaching age 65, retirees with at least 15 years of service at retirement, will receive a District contribution up to a maximum of \$2,510 per year (increased annually by 2%) toward the retiree's medical insurance premiums. The District pays the full medical cost for retirees belonging to the bargaining unit group 'AFT 1983-84 ERI' and a flat amount of \$800 per year for retirees in the groups 'AFT 1981-83' and 'AFT 1978-80'.
- Upon the death of the retiree, benefits will be paid for the un-remarried surviving spouse from the spouse's age 60 until age 65 or for life if the retiree had at least 15 years of service.
- Retirees can receive fixed quarterly cash payments in lieu of medical benefits. The amount of the cash payment is set by the District and varies by year of retirement.

Certificated -- Option 2

- Retirees meeting the eligibility conditions who continue coverage under the District's medical insurance program will receive 70% of the District's normal contribution for active members until reaching age 65, this amount is currently \$8,644 per year.
- Upon the death of the retiree, benefits will be paid for the un-remarried surviving spouse from the spouse's age 60 until age 65.

Classified -- Option 1

- Retirees meeting the eligibility conditions who continue coverage under the District's medical insurance program will receive an 80% District subsidy, up to a maximum of \$2,400 per year, until reaching age 65.
- After reaching age 65 the District will contribute up to a maximum of \$2,008 per year (increased annually by 2%) toward the retiree's medical insurance premiums until age 70 for retirees with at least 15 years of service and for life for retirees with at least 20 years of service. For retirees belonging to the bargaining unit groups 'CSEA 1979-84' and 'CSEA 1984-87', the District pays a flat amount of \$800 per year with no annual increases.
- Retirees can receive fixed quarterly cash payments in lieu of medical benefits. The amount of the cash payment is set by the District and varies by year of retirement. These future payments are not included in the GASB 45 valuation.

Classified -- Option 2

- Retirees meeting the eligibility conditions who continue coverage under the District's medical insurance program will receive 70% of the District's normal contribution for active members until reaching age 65, this amount is currently \$8,644 per year.
- Upon the death of the retiree, benefits will be paid for the un-remarried surviving spouse from the spouse's age 60 until age 65.

Board Members

- Retired members of the governing board who serve in office after January 1, 1981, first elected to the Board before January 1, 1995; and whose total service at the time of termination exceeds 12 years, shall continue to be eligible for the same level of medical, dental, vision and life benefits as provided to full-time regular classified employees until death, as outlined in Board Policy 2730.

Actuarial Accrued Liability

Represents the portion of the present value of fully projected benefits attributable to service credit by the Actuarial Cost Method that has been earned (or accrued) as of the valuation date.

Actuarial Assumptions

Estimates of the occurrence of future events affecting pension costs, such as mortality, withdrawal, disablement and retirement, changes in compensation affecting benefits, and discount rates to reflect the time value of money.

Actuarial Cost Method

The method that determines how projected costs are allocated to valuation years.

Actuarial Gain/(Loss)

The difference between actual liabilities in the current plan year and those that were expected given the prior valuation results.

Actuarial Present Value

The value, as of a specified date, of an amount or series of amounts payable or receivable thereafter, with each amount adjusted to reflect (a) the time value of money (through discounts for interest) and (b) the probability of payment (by means of decrements for events such as death, disability, withdrawal, or retirement) between the specified date and the expected date of payment.

Amortization

Usually refers to the process of reducing a recognized liability systematically by recognizing expenses or costs.

Annual OPEB Cost (AOC)

An accrual-basis measure of the periodic cost of an employer's participation in an OPEB plan that specifies the amount of benefits.

Annual Required Contributions (ARC)

The employer's periodic required contributions to an OPEB plan that specifies the amount of benefits, calculated in accordance with the parameters of GASB 45.

Assets

The value of investments, stocks, bonds, cash, real estate, etc. held in trust to pay benefits to retired participants. For financial purposes, the assets offset the liabilities to determine funded status.

Collective Bargaining Agreement

The rules by which a union and a company agree to work under. Details pay and benefits information and rules governing how employees and the company work together.

Discount Rate

The interest rate used to adjust for the time value of money.

Employer Contributions

Contributions made in relation to the annual required contributions of the employer (ARC). An employer has made a contribution in relation to the ARC if the employer has (a) made payments of benefits directly to or on behalf of a retiree or beneficiary, (b) made premium payments to an insurer, or (c) irrevocably transferred assets to a trust, or an equivalent arrangement, in which plan assets are dedicated to providing benefits to retirees and their beneficiaries in accordance with the terms of the plan and are legally protected from creditors of the employer(s) or plan administrator.

Gain or Loss

A change in the value of either the projected benefit obligation or the plan assets resulting from experience different from that assumed or from a change in an actuarial assumption.

Implicit Rate Subsidy

The difference between the true cost of healthcare coverage and the insurance premiums charged for retirees and older workers. Healthcare utilization and costs increase with age, yet when insurance premiums are set, they are often established as singular amounts without regard to age. A portion of the singular premium paid by younger workers subsidizes the higher costs for retirees and older workers. This subsidy is reallocated to the OPEB plan when determining the true costs under GASB 45.

Measurement Date

The date as of which plan assets and obligations are measured.

Mortality Rate

The proportion of the number of deaths in a specified group to the number living at the beginning of the period in which the deaths occur. Actuaries use mortality tables, which show death rates for each age, in estimating the amount of post-employment benefits that will become payable.

Net OPEB Obligation (NOO)

The cumulative difference since the employer's adoption of GASB 45 between annual OPEB cost and the employer's contributions to the plan. Included in this amount is the OPEB liability (asset) at transition, if any.

Normal Cost

Calculated in different ways, depending on the Cost Method, this is the portion of projected benefits allocated to the current plan year. In other words, the amount that the benefits will increase from one valuation year to the next. It is the actuarial present value of benefits attributed to services rendered by employees during the Fiscal Year based on actuarial methods and assumptions. The Normal Cost component is a portion of the present value of future benefits, and is unaffected by the funded status of the plan.

Other Post Employment Benefits (OPEB)

Other post employment benefits (OPEB) include postemployment healthcare benefits, regardless of the type of plan that provides them, and all post employment benefits provided separately from a pension plan, excluding benefits defined as termination offers and benefits.

Pay-As-You-Go

A method where a sponsor recognizes plan costs and contributes to a plan equal to the current year's benefit outlay. A sponsor using "Pay-As-You-Go" does not fund for future OPEB payments.

Present Value of Future Benefits

The value, discounted to the valuation date, of all benefits estimated to be payable on or after the valuation date. Any implicit rate subsidies are factored into this present value.

Substantive Plan

The terms of an OPEB plan as understood by the employer(s) and plan members.

Turnover

Termination of employment for a reason other than death, disability or retirement.

Unfunded Actuarial Accrued Liability

The difference between Actuarial Accrued Liability and Plan Assets.



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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Change the Date of the
October Board of Trustees Meeting

ITEM NO. 13-58

EXHIBIT: None

Background:

The Board of Trustees sets the dates of its meetings for the upcoming calendar year during its December organizational meeting. Ordinarily regular meetings of the Board are held the first Tuesday of the month and, therefore, the October 2013 meeting was set for Tuesday, October 1, 2013. The district has since become aware of conflicting meetings of the Executive Committee and other committees of the board of the Association of Community College Trustees (ACCT) on which some of our trustees serve.

It is therefore recommended that the Board of Trustees reschedule its October meeting to another October date to resolve this scheduling conflict. Following board action to reschedule the meeting, notice of the new date for the October meeting will be posted and circulated throughout the district and wider community.

Recommendation:

It is recommended the Board of Trustees reschedule its October meeting to one of the following dates: October 8, October 9, October 10, or October 15, 2013.

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Disclosure of Collective Bargaining Agreement, ITEM NO. 13-59
State Center Community College District Peace
Officers' Association, Teamsters Local 856 and
Public Hearing

EXHIBIT: Tentative Agreement & Proposed Collective Bargaining Agreement

Background:

The State Center Community College District Peace Officers' Association (POA) and the district reached a tentative agreement for a new one-year collective bargaining agreement from July 1, 2012 through June 30, 2013.

Recommendation:

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

January 15, 2013 REVISED TENTATIVE AGREEMENT
~~CORRECTED 12/20/12 TENTATIVE AGREEMENT FOR AGREEMENT~~
PURPOSES ONLY MEANING IF POA DOES NOT RATIFY THIS TENTATIVE
AGREEMENT, THE DISTRICT'S POSITION REMAINS CONSISTENT WITH
ITS DECEMBER 17, 2012 SECOND REVISED LAST, BEST, AND FINAL
PROPOSAL

INITIAL SECOND REVISED LAST, BEST, AND FINAL PROPOSAL

FROM

THE STATE CENTER COMMUNITY COLLEGE DISTRICT

TO

THE STATE CENTER COMMUNITY COLLEGE DISTRICT

PEACE OFFICERS' ASSOCIATION

2012-2013

June 5, 2012

~~August 20, 2012, 11:15 AM COUNTER PROPOSAL~~

~~September 4, 2012, 9:45 AM COUNTER PROPOSAL~~

~~September 17, 2012 2:15 PM COUNTER PROPOSAL~~

~~October 12, 2012 11:30 AM COUNTER PROPOSAL~~

~~October 12, 2012 1:00 PM LAST, BEST, AND FINAL PROPOSAL~~

~~November 12, 2012 9:15 AM LAST, BEST, AND FINAL PROPOSAL~~

~~December 17, 2012 SECOND REVISED LAST, BEST, AND FINAL PROPOSAL~~

~~The proposal is in concept format; final language will be drafted as appropriate. References made to the current collective bargaining agreement ("CBA") are for reference purposes only. CBA language not changed in this proposal shall remain unchanged; however, language that has sunsetted will be deleted.~~

~~This proposal is made pursuant to the Educational Employment Relations Act. It is the intention of the district to bargain in good faith over the proposals submitted by the respective parties to the CBA.~~

~~If no agreement is reached by June 30, 2012, the district reserves the right to obtain the total cost savings reflected in this comprehensive proposal during the 2012-2013 fiscal year.~~

~~The district reserves the right to modify this comprehensive proposal based upon changed circumstances, including but not limited to legislative revisions to the California state budget during these negotiations.~~

~~During the 2012-2013 fiscal year, if mid-year budget adjustments occur, then the parties agree to immediately return to the table, reopen and meet and confer on only Articles 30 HEALTH AND WELFARE BENEFITS and Article 33 PAY AND ALLOWANCES plus one other Article selected by each party.~~

Pursuant to Article 32 of the current CBA between the district and POA, the district reopens negotiations on the following Articles:

1. CBA, Article 1. TERM OF AGREEMENT. One year from July 1, 2012 through June 30, 2013.
2. ~~CBA, Article 22. WORK LOCATION. Sections B & C (Mileage for Police Officers) delete both sections B and C, for new employees.~~
3. ~~CBA, Article 28. HOURS OF WORK. Section B (Police Officer Shift and Work Schedules) modify language to reflect that a reasonable effort will be made to use seniority when assigning police officer shifts. Status quo~~
4. CBA, Article 30. HEALTH AND WELFARE BENEFITS. Sections 1 (Health Insurance), 2 (Dental Insurance), 3 (Vision Insurance), and 5 (District Medical Premium Contribution). The district's total combined contribution toward current unit member's health, dental, and vision insurance shall be an amount not to exceed a maximum monthly contribution of ~~\$829.00~~ **\$929.00** per month. Current unit members will pay the difference between the district contribution and the cost of any and all health, dental, and vision in excess of the district's contribution for any and all selected health, dental, and vision plans. Status quo for current employees - \$1029.00 cap on District contribution and unbundled.
5. ~~CBA, Article 30. HEALTH AND WELFARE BENEFITS. Sections 1 (Health Insurance), 2 (Dental Insurance), 3 (Vision Insurance), and 5 (District Medical Premium Contribution). The district's total combined contribution toward new unit members (hired on or after the effective date of this agreement) health, dental, and vision insurance shall be an amount not to exceed a maximum monthly contribution of ~~\$729.00~~ **\$829.00** per month. New unit members will pay the difference between the district contribution and the cost of any and all premiums for health, dental, and vision in excess of the district's contribution for any and all selected health, dental, and vision plans.~~
6. CBA, Article 30. HEALTH AND WELFARE BENEFITS. Section 4 (Life Insurance). ~~For new unit members hired on or after the effective date of this agreement, life insurance will not be provided, and the language of this section shall reflect that it only applies to current unit members hired before the effective date of this agreement.~~
7. CBA, Article 30. HEALTH AND WELFARE BENEFITS. Section 6 (Long Term Disability Insurance [LTD]). ~~Delete entire section. Effective November 1, 2012, or as soon thereafter as can be implemented, current employees will receive a LTD benefit equal to 60% of current salary with a maximum payout of ~~\$2,500~~ **\$5,000** per month; current employees may purchase additional LTD benefits from the District's provider at 100% of the cost.~~

If the district either executes an agreement with SCFT or unilaterally implements upon SCFT, then effective at such time, the following (or whatever is agreed to or unilaterally implemented relating to LTD for new employees) will apply to the POA: Effective November 1, 2012, or as soon thereafter as can be implemented, new employees will not receive LTD benefits paid by the District; however, new employees may purchase LTD benefits from the District's provider at 100% of the cost.

8. CBA, Article 30. HEALTH AND WELFARE BENEFITS. Section 7 (Retiree Health Insurance) **If the district either executes an agreement with SCFT or unilaterally implements upon SCFT, then effective at such time, the following (or whatever is agreed to or unilaterally implemented relating to Retiree Health Insurance for new employees) will apply to the POA: Delete for new employees hired after the effective date of this agreement.**
9. CBA, Article 32. OPENERS. Add language indicating that ~~the district~~ **both parties** POA will have the option to reopen: Article 30, Health and Welfare Benefits; Article 33, Pay and Allowances; and up to two (2) additional articles contained the ~~agreement all sections in the CBA related to economic issues~~ if, within the Board's or POA's discretion, there is a significant change in the district's financial condition. ✓
10. CBA, Article 33. PAY AND ALLOWANCES. ~~Delete entire Section 1 (Salary: A and B); and 0% 7% 6% 5.38% 1.15% salary decrease for all classifications in the form of unpaid furlough days to be scheduled within management discretion effective the date of the payroll period including July 1, 2012 and sunseting June 30, 2013. The District and POA members will work collaboratively to schedule furlough days, and scheduling the furlough days for this period of time, it is the intent that current staffing practices will remain unchanged, consistent with the staffing matrix currently in effect acknowledging officer safety as a priority. Status quo.~~ ✓
11. CBA, Article 33. PAY AND ALLOWANCES. Section 2 (Base Rate). ~~All new unit members hired on or after the effective date of this agreement will be placed at a base rate of pay for each classification in the salary schedule at 10% 8% lower than the current lowest Range of A.~~
12. CBA, Article 33. PAY AND ALLOWANCES. Section 3 (Salary Schedule Progression). ~~All salary schedule progressions included within this section, including step and longevity increases, shall be frozen and will not increase during the term of this agreement.~~
13. CBA, Article 33. PAY AND ALLOWANCES. Section 4 (Longevity Pay). ~~Delete entire section.~~
14. CBA, Article 33. PAY AND ALLOWANCES. Section 5 (Professional Growth). ~~Delete entire section.~~

Responding to POA May 22, 2012 proposal and August 8, 2012 proposals


15. CBA, Article 33. PAY AND ALLOWANCES. Addition of – **Special Assignment stipend of 5% for all hours spent serving as an assigned FTO or assigned as Range master.**
16. CBA, Article 28. HOURS OF WORK. Addition of – **A minimum of two week notice be given to officers if any change in work hours or days off, except in emergencies as determined by management.**
17. CBA, Article 28. Section F. OVERTIME DISTRIBUTION. **Except for assignments that require special knowledge, and/or skills, and/or rank, overtime shall be assigned to those members desiring to work overtime on a rotational basis, starting with the most senior employee receiving the first such assignment, the next most senior employee receiving the second assignment, and rotating on that basis until all employees desiring to work overtime have received an assignment, at which time the process shall rotate back to the most senior employee. An employee is free to decline an offer of voluntary overtime, but such action will result in skipping of the employee until the complete rotation is completed if the employee was provided one day advance notice of the overtime.**

Mandatory overtime may be assigned, on a rotational basis to the least senior employees when no employee desiring overtime is available, on the same basis as for voluntary overtime. Except in the event of an emergency, employees shall be provided at least one day notice of such overtime. The supervisor will normally assign overtime on a rotational basis, based on the knowledge and skills (relationship to the assignment) or those members in the unit desiring to work overtime. However, in the event that 24 a six (6) hour notice is not possible, management will have the right to assign overtime as needed. the supervisor may assign overtime as needed and the employee may not refuse overtime if he/she is given reasonable notice, except during an emergency (reasonable is defined as the previous day).

In the event of mandatory assignment of overtime, a member may elect a choice to take compensatory time off in lieu of cash compensation for overtime work, unless the immediate supervisor determines the election to be disruptive to the department work or one which creates a financial problem for the department. Compensatory time off shall be granted at the appropriate overtime rate and shall be taken during the same fiscal year as it was earned, except in any case where such utilization of compensatory time off would violate any State or Federal law. No employee shall be allowed to receive compensatory time off in excess of 240 hours. Payment for any hours in excess of 240 hours shall be made by July of any year. In the event overtime is accumulated in excess of 240 compensatory time off hours, cash payment for overtime shall be provided to the unit member by July, except the positions of Equipment Manager, and Department Secretary for Nurses, must use accrued compensatory time by July 31 in any calendar year.


District Representative Signature

2-5-13
Date


POA Representative Signature

1/31/2013
Date



*STATE CENTER
COMMUNITY COLLEGE DISTRICT
AND
ITS
PEACE OFFICERS' ASSOCIATION
AGREEMENT*

JULY 1, 2012 – JUNE 30, 2013

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**ARTICLE 1
TERM OF AGREEMENT**

- A. This agreement between the State Center Community College District (hereinafter referred to as "District"), its successor and/or affiliates and the Peace Officers' Association (hereinafter referred to as "POA") is effective for one year from July 1, 2012, and shall remain in full force and effect until the later of the close of the workday June 30, 2013, or until a successor agreement is in effect.
- B. This Agreement shall supersede and cancel all previous agreements both written and oral.

**ARTICLE 2
RECOGNITION**

The District recognizes the POA as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification by Public Employment Relations Board and the parties to this Agreement voluntarily agree not to seek a change in the unit during the term of the Agreement and shall make good faith efforts to resolve new or changed position designation disputes prior to such disputes being submitted to the Public Employment Relations Board for decision.

**ARTICLE 3
SEVERABILITY**

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

**ARTICLE 4
SUPPORT OF AGREEMENT**

- A. During the term of this Agreement, the District agrees not to negotiate with any other organization, any individual unit member, any association officer, or any POA staff representative on matters about which POA is the exclusive representative and which is within its scope of representation. POA agrees to negotiate only with the representative officially designated by the District to act on its behalf and agrees neither POA, its officers or agents will attempt to negotiate privately nor individually with the Board, any individual Board member, or any person not officially designated by the Board as its representative.

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

**ARTICLE 5
EFFECT OF AGREEMENT**

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

**ARTICLE 6
WAIVER CLAUSE**

- A. This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Except as otherwise provided in this Agreement, the District and POA expressly waive and relinquish the right to bargain collectively on any matter:
 - 1. Whether or not specifically referred to or covered in this Agreement;
 - 2. Even though not within the knowledge or contemplation of either party at the time of negotiations;
 - 3. Even though during negotiations the matters were proposed and later withdrawn.
- C. All federal and state laws or rules, mandatory affecting classified employees and not included in this contract will have the same force and effect as those spelled out in full.
- D. Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.
- E. The Board shall have the exclusive right to determine the impacts and effects of matters outside the scope of representation as permitted by the Educational Employment Relations Act.

ARTICLE 7
DISTRICT/POA RELATIONS - POA RIGHTS

Peace Officers' Association Teamsters Local 856 shall have the following rights:

- A. On condition that the District's work is not affected, POA shall have the right of access to bargaining unit members outside of their assigned duties; i.e., before and after work hours, at meal and break periods and at other times with the approval of the employee's immediate supervisor.
- B. POA may use bulletin boards designated for its use in appropriate places located on campus and at off-campus facilities. All items to be posted shall be officially authorized by the POA chapter president, and shall bear the date of posting and the date of removal. A copy shall be provided to the Chancellor, the College Presidents and Vice Chancellor North Centers prior to posting. POA is limited to the use of no more than one-fourth (1/4) of any one designated bulletin board at any one time.
- C. POA communications placed in staff mailboxes shall bear the letterhead of POA and the date of distribution. Only those communications officially authorized by the POA chapter president shall be placed in staff mailboxes. A copy of each communication shall be provided to the Chancellor and to the College Presidents and Vice Chancellor North Centers. POA shall be provided without charge a mailbox at each college and shall be permitted reasonable use of the school mail system.
- D. POA shall be supplied quarterly with a list of all bargaining unit classified employees within the bargaining unit upon written request each time each academic year. The list shall contain the name, present classification, date of hire, home address, and home telephone number.
- E. POA shall pay for its own supplies whenever the use of District equipment is approved for producing POA materials. POA shall pay a reasonable fee for such use. The fee shall be established by the College administration and shall be the same fee charged for all non-District materials, comparable to commercial fees. District requirements shall at all times have priority over that of POA.
- F. Upon written request, POA will be granted the use of facilities for meeting purposes without charge, depending upon availability of space, and conformity with the Civic Center Act. The District shall provide space for one (1) file cabinet at Reedley College and one (1) file cabinet at District Police Headquarters. POA agrees to hold the District harmless against damage, loss, or destruction of the file cabinet or its contents.
- G. Members shall not be given time off work for meetings of POA unless approved by the Chancellor or his/her designee.
- H. District shall provide POA with either one (1) set of books or electronic copy of Board Policies and Administrative Regulations. During the term of the Agreement, District will provide to POA any changes, additions, alterations, or deletions to Board Policies and

Administrative Regulations.

- I. District shall furnish POA with one (1) copy of all official Board minutes, and one (1) copy of each Board agenda "packet," excluding all confidential information or materials as defined by applicable law.
- J. POA shall furnish annually, and update as required, a list of all officials and representatives authorized to act on POA's behalf. The list shall show name, title, campus location, and campus phone contact. District agrees to grant authorized officials and representatives access to college campuses to transact official POA business.
- K. Release Time for processing Grievances: Reasonable release time shall be made available for the express purposes set forth in the Educational Employment Relations Act. Each time a designee is to be released from his/her job assignment to assist another unit member with a grievance:
 - 1. The designee shall complete an absence report and have it approved by his/her immediate supervisor.
 - a. In order for the designee to be released, he/she shall give his/her immediate supervisor a prior day's notice before leaving his/her workstation.
 - b. In cases of bonafide emergencies necessitating POA assistance, the designee shall be released.
 - 2. The POA President shall authorize the designee who may request release time.
 - 3. The POA President shall request release time from the Associate Vice Chancellor, Human Resources prior to the release time.
 - 4. The Associate Vice Chancellor, Human Resources, shall request release time from the designee's immediate supervisor prior to the release time.
 - 5. The designee shall notify the supervisor of the employee that he/she is assisting prior to giving any assistance.
 - 6. POA and the Associate Vice Chancellor, Human Resources, shall serve as designees for the purposes of such release time.
- L. Release Time for Negotiations: POA shall have the right to designate members, the number to be determined by the ground rules, who shall be given mutually agreed upon released time to participate in meet and negotiate sessions.
- M. If, at the request of the District, a POA bargaining unit employee is participating in a District convened meeting, release time is to be granted outside of that specified in this article.

ARTICLE 8
ORGANIZATIONAL SECURITY

DUES AND AGENCY FEES

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

2. Any dispute over the eligibility of an employee under this Provision F shall be resolved at any step in the following procedure: (1) investigation by the association; (2) meeting(s) between the association and the employee; (3) meeting(s) involving the District, the Association and the employee; and (4) the Grievance Procedure of this Agreement.
- G. POA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein.

ARTICLE 9 SICK LEAVE

Section 1. General Sick Leave:

- A. Members of the bargaining unit employed by the District 40 hours per week and 12 months per year shall be entitled to twelve (12) days (96 hours) leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned work-day, exclusive of overtime.
- B. Members of the bargaining unit employed full time for 40 hours per week, but less than a full fiscal year are entitled to a proportion of 12 days or 96 hours leave of absence for illness or injury as the number of months he/she is employed bears to 12. Example: a 40 hour per week 12-month employee earns one day (8 hours) of sick leave per month. Therefore, a 40 hour per week ten-month employee will earn 10/12 of 12 days or ten 8-hour days (80 hours) of sick leave per fiscal year.
- C. Members of the bargaining unit employed 12 months per year, but less than 40 hours per week are entitled to that proportion of 12 days or 96 hours leave of absence for illness or injury as the number of hours he/she is employed per week bears to 40. Example: a 40 hour per week 12 month employee earns 96 hours of sick leave per year. Therefore, a 30 hour per week 12-month employee will earn 30/40 or 75% of 96 hours or 72 hours of sick leave per fiscal year.
- D. When such persons are employed for less than a full fiscal year of service and less than 40 hours per week, the preceding paragraphs shall determine that proportion of absence for illness or injury to which they are entitled. Example: a 30 hour per week and 10 month employee would earn $\frac{3}{4}$ of 8 hours per month which is 6 hours for each of the 10 months worked.
- E. If for any reason it is impossible to report for work, the employee shall notify his/her supervisor or the designated alternate as soon as possible, but not later than thirty (30) minutes after the reporting time. Persons absent because of illness shall inform their supervisor in a timely manner as to when they expect to return to work.
- F. Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's

assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under paragraphs A and B. The rate of pay for sick leave shall be at the same rate the employee would have received had he/she worked that day.

- G. An employee who has been with the District for five years or more, has received advanced sick leave payment, and does not return to active employment during the year the sick leave was advanced long enough to earn the sick leave that was advanced will not be required to make any repayment of the advanced sick leave.
- H. An employee who has worked for the District less than five years, has received advanced sick leave payment, and does not return to active employment during the year the sick leave was advanced will have his/her case reviewed individually to determine if repayment will be requested.
- I. Except where otherwise provided by law, medically verified pregnancy disability shall be treated the same as any illness absence.
- J. If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- K. Any employee who does not use Sick Leave or Personal Necessity leave during an entire fiscal year (July 1 – June 30) shall accrue one additional day of sick leave for use in any subsequent school year.
- L. Members of the bargaining unit absent due to illness for more than three (3) consecutive assigned work days may be required to submit a medical release from a Health Care Provider to their immediate supervisor prior to being permitted to return to work. The medical release shall certify that the employee is capable of performing the duties required of his/her regular position. A member absent for more than five (5) work days shall notify the District of his/her approximate return date.
 - 1. "Health Care Provider" means:
 - a. doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
 - b. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law
 - 2. At the discretion of the District, members of the bargaining unit may be required to submit to a medical examination by a Health Care Provider selected and paid for by the District.

- M. A member who has been employed by some other school district for a period of one calendar year or more and who terminates such employment for the sole purpose of accepting a position in this District and who subsequently accepts within one year of such termination of his/her former employment a position with this District, and upon employee request, shall have transferred with him/her all of the unused accumulated sick leave. If the member is in a probationary status he/she may not use more than six (6) days or the prorated amount to which he/she may be entitled to under paragraphs 1, 2, and 5 of this Article.
- N. All sick leave rights or accumulations shall be canceled when a member severs all official connection with the District as an employee, except that accumulated leave may be transferred to a subsequent employing district upon employee written request. Upon retirement any accumulated sick leave shall be credited toward a member's retirement, except as otherwise provided by law. (G.C. 20963)
- O. During the first three (3) months of each fiscal year each member shall be provided with a current accounting of his/her accumulated sick leave.
- P. Upon medical verification by a physician and after exhaustion of all paid leave; i.e., sick leave, accumulated vacation and accumulated compensatory time, a member of the classified service who is ill or injured will be paid one-half of his/her actual salary up to ninety (90) calendar days from the sixth day of absence, except that a person on continuing sick leave shall receive such pay providing half pay is proceeded by at least five (5) days of continuing illness and absence. Beginning with the 91st day of illness or injury absence, members with one (1) or more years of service are eligible for District provided Long-Term Disability Insurance in accordance with Article 30. A member may request an unpaid health leave of absence while on Long-Term Disability Insurance.
- Q. After exhaustion of all paid sick leave, and ninety (90) days from the first day of absence, a member with two (2) years of service or more may be placed on unpaid leave upon request and with the approval of the Board of Trustees. The unpaid leave may not exceed twelve (12) months. (See Article 14.)
- R. Members who take time off during the workday for medical or dental appointments shall utilize sick leave for this purpose or, with permission of the supervisor, be allowed the alternative of making up all or a portion of the time on the same day. Members who have a one (1) hour lunch period may use up to one-half (1/2) hour to make up the time lost.
- S. If there exists a reasonable belief that abuse of any sick leave has occurred, as a condition of paid sick leave, an employee may be requested to submit a statement or other acceptable verification from a District selected licensed Health Care Provider physician of District's choice. Statement or other acceptable verification to be submitted within five days of a request to the Associate Vice Chancellor.
- T. A member may apply time when he/she is absent because of illness to unused vacation time. In such an instance, an employee may request consideration at the time of absence to have the absence applied against vacation time rather than sick leave. The minimum sick leave

shall be one (1) hour. Leaves in excess of one (1) hour shall be charged in increments of thirty (30) minutes.

- U. Quarantine: All regular classified employees are entitled to receive full salaries when quarantined by City or County health officials because of another's illness. Such quarantine must be verified by a physician or health official.

Section 2. Catastrophic Leave:

- A. Catastrophic leave is sick leave and/or vacation time donated by members of the bargaining unit for the benefit and use of other members of the bargaining unit who have been absent from work for an extended period of time due to medical necessity. Members of the bargaining unit may only be granted catastrophic leave when he/she has exhausted all sick leave, vacation leave and compensatory time available to him/her as identified in the collective bargaining agreement.
- B. Catastrophic leave is to be awarded on a case-by-case basis. Members of the bargaining unit may donate accumulated and unused sick leave or vacation time to other members of the bargaining unit when the employee (donee) suffers from a medical condition consistent with the provisions set forth below.
- C. Definitions:
 - 1. Catastrophic Illness or Injury: Catastrophic illness or injury means an illness that is expected to incapacitate the member of the bargaining unit for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking such extended time off from work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other applicable paid time off.
 - 2. Eligible Leave Credits: Eligible leave credits include vacation and/or sick leave accrued to the donating employee.
- D. Eligibility Criteria: Eligible leave credits may be donated to another member of the bargaining unit who has verified that he/she, or a family member, is suffering a medical condition that qualifies him/her to apply for catastrophic leave if all of the following requirements are met:
 - 1. The employee who is, or whose family member is suffering from a catastrophic illness or injury requests that eligible credits be donated and provides verification of the catastrophic illness or injury by a licensed physician's statement.
 - 2. The member of the bargaining unit has exhausted all his/her own accrued paid leave credits provided for by the collective bargaining agreement.
- E. Request for Donations: Request for donations to the Catastrophic Leave Bank shall be solicited by the Associate Vice Chancellor, Human Resources or designee when a member of

the bargaining unit provides proof of his/her need for catastrophic leave.

F. Deposits to the Catastrophic Leave Bank:

1. If the transfer of eligible leave credits is approved by the Associate Vice Chancellor, Human Resources or designee, any member of the bargaining unit may, upon written notice to the Associate Vice Chancellor, Human Resources or designee, donate eligible leave credits at a minimum of eight hours, and in one hour increments thereafter.
2. The member of the bargaining unit, at his/her option, may donate only the available sick leave accrued above fifteen (15) days.
3. Due to the size of the bargaining unit, all transfers of eligible leave credits will be handled in the following manner. The Human Resources Office will not accept donated leave credits in excess of the number requested by the donee. Should the donee not need all of the leave credits originally requested, the excess leave credits donated will be left in the bank for future distribution.
4. No sick leave credit may be transferred or donated after the members of the bargaining unit (donor) has submitted his/her intent to retire or resign.

G. Withdrawals from the Catastrophic Leave Bank:

1. Accrued sick leave and/or vacation shall be used prior to receiving any donated leave credits. This includes new monthly accruals of leave, if any.
2. The maximum amount of donated credit that may be used by one individual under this section shall be ninety (90) work days within a twelve (12) month period.
3. Catastrophic leave credits shall not be used for bargaining unit members for illness or injury which qualifies for worker's compensation benefits.
4. Credits shall not be considered available leave for the purposes of qualifying for PERS retirement disability.
5. For a member of the bargaining unit to be eligible to receive catastrophic leave donations, the employee must have been employed by State Center Community College District for at least two years.

H. Applicant's Responsibility: The member of the bargaining unit who is eligible for the use of catastrophic leave shall apply in writing to the Associate Vice Chancellor, Human Resources, or designee in the following manner:

1. The request for leave shall be in writing and submitted to the Associate Vice Chancellor, Human Resources or designee when it is apparent to the employee that his/her existing paid leave will be exhausted before he/she will be able to return to

work.

2. The requesting employee shall attach a physician's statement verifying that the employee is unable to return to work due to his/her medical condition and/or the medical condition of the family member. The statement must also verify that the employee's condition will likely continue to incapacitate the employee for an extended period of time.

I. District Responsibility:

1. The District Human Resources Office will request donations for the Peace Officers' Association Catastrophic Leave Bank, at any time a valid request is received by a member of the bargaining unit.
2. The District shall administer the Catastrophic Leave Bank and provide information on the process to employees who wish to donate credits to the bank.
3. The distribution of the leave credits shall be approved by the Associate Vice Chancellor, Human Resources or designee.

**ARTICLE 10
INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

- A. A member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness.
- B. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- C. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed normal wages for the day.
- D. The Industrial Accident or Illness leave is to be used in lieu of normal sick leave benefits. When entitlement to Industrial Accident or Illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use that amount of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- E. Any time an employee on Industrial Accident or Illness leave is able to return to an unrestricted work schedule, as verified by a licensed physician, he/she shall be reinstated in

an equivalent position without loss of accumulated longevity benefits or seniority.

**ARTICLE 11
PERSONAL NECESSITY LEAVE**

- A. A member may elect to use accumulated sick leave, not to exceed seven (7) days (pro-rated for less than 40 hour a week employees) in any fiscal year, for personal necessities. The following reasons allow a member to take personal necessity leave:
1. The death of a member of the immediate family when additional leave is required beyond that provided in Article 12 and any other leave approved by the Chancellor or his/her designee.
 2. Accident or occurrence, involving his/her person or property or the person or property of a member of his/her immediate family. Immediate family has the same meaning as provided in Article 12.
 3. Appearance in any court or before any administrative tribunal as a litigant.
 4. Illness or injury requiring hospitalization, transportation or personal care by the employee of a member of his/her immediate family.
 5. Upon completion of an initial six-month (6-month) probation period, two (2) of the seven (7) days may be granted for any reason deemed appropriate by the member. Prior approval of the supervisor is necessary. In no case will there be more than two (2) employees off at any one time in any one work unit under this paragraph.
- B. Certification of personal necessity leave shall be made on the leave form provided by the District and signed by the member.

**ARTICLE 12
BEREAVEMENT LEAVE**

- A. The District agrees to provide members, without loss of salary or other benefits, leave of absence not to exceed three (3) working days if in-state distance traveled is less than 300 miles one way, four (4) working days if in-state distance traveled is more than 300 miles one way, or five (5) working days if out-of-state travel is required, per occurrence on account of death of any member of the employee's immediate family.
- B. "Member of the immediate family" as used in this section, means the mother, father, grandmother, grandfather or grandchild of the member or of the member's spouse or domestic partner, and the spouse, or domestic partner's son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative in the immediate household of the member, or step-mother, step-father, step-daughter, or step-son.

- C. The District agrees to provide bargaining unit members with one (1) day [eight '8' hours] bereavement leave per year without loss of salary or other benefits upon the death of a friend or relative not listed in preceding paragraph or other than immediate family may be used in one-hour (1-hour) increments.
- D. An unpaid extension of bereavement leave may be requested by a member as out-lined in Article 13.

**ARTICLE 13
LEAVE OF ABSENCE WITHOUT PAY**

Section 1. Unpaid Leave:

A member may request up to a total of ten (10) days (pro-rated for less than 40 hour a week employees) leave without pay per fiscal year. Accrual of vacation and sick leave benefits will continue during time off. Utilization of this provision requires prior approval by the immediate supervisor.

Section 2. Personal Leave:

- A. Any member with two (2) years or more of service may be granted a leave not to exceed one (1) year for a specific reason deemed appropriate by the Board and at the convenience of the District.
- B. Any such leave granted shall be without pay or other benefits granted members. Any personal health or life insurance carried by the member through the District may, with the carrier's and District's approval, be continued at the expense of the member on personal leave. Members shall not accrue sick leave, vacation, holiday or time in service to be applied toward longevity, step increases or anniversary increments.

**ARTICLE 14
UNPAID HEALTH LEAVE OF ABSENCE**

- A. Upon exhaustion of all paid leaves, a member with two (2) or more years of service may, at the discretion of the Board, be granted a leave of absence, without compensation, for health reasons for a period not to exceed one (1) year. At the end of this discretionary leave, a member may request to be placed on a thirty-nine (39) month reemployment list.
- B. Certification acceptable to the District of the need for such unpaid leave, or proof of illness, must be provided by a licensed physician.
- C. Members on such unpaid leave shall not accrue sick leave, vacation, holiday time, or time in service to be applied toward longevity, step increases, or anniversary increments.
- D. Any such unpaid leave granted, however, shall not count as a break in continuity of service

to the District.

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

ARTICLE 15 MILITARY LEAVE OF ABSENCE

Members shall be granted Military Leave in accordance with state and federal law and applicable action by the Board of Trustees.

ARTICLE 16 LEAVE OF ABSENCE FOR STUDY

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

(2) consecutive semesters) with the District upon return from leave, the agreed to compensation shall be paid in two (2) equal annual installments during the first two (2) years of service to the District following return to duty after termination of leave.

2. If the member provides the required bond or submits a written document, approved by the District, the member will be paid the agreed-upon compensation in the same manner as if he/she were in active service with the District. If the member fails to complete two (2) years of service for the District following return from leave, except as provided below, he/she may be required to refund to the District a prorated portion of any compensation received while on leave.
 3. If a member has provided a bond or written agreement and fails to complete the required two (2) years of service because of his/her death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service had been performed.
- D. Procedure: The member must file an application with the District for a leave of absence under this Article and must outline:
1. His/her work history with the District (e.g., positions held and length of service in each).
 2. Length of leave requested and time period in which the leave will be completed if granted.
 3. The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institution giving the courses, costs involved, degree or other credits to be granted, and pertinent data.
 4. Service, if any, to be performed by the member for the District during the leave.
 5. The benefits to be derived by the District by the granting of the leave.
 6. Willingness by the member to provide a bond to the District for at least two (2) years after termination of the leave.
 7. Willingness to provide the District evidence or to make satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the District, result in the immediate cancellation of the leave. Furthermore, the unit member agrees to refund any monies paid pursuant to this Article if it is determined by the District that the employee has not used the leave for its designated purpose and/or has failed to make satisfactory progress toward the goals established in the application.
 8. An agreement by the member that he/she will report any employment during the leave to the Personnel Director, who shall determine whether conflicts exist with the purpose

of the leave.

ARTICLE 17
LEAVE OF ABSENCE FOR RETRAINING

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

ARTICLE 18
ENROLLMENT IN COLLEGE COURSES

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

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

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

ARTICLE 19 JURY DUTY

- A. When regularly called for jury duty in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty. Any hours spent on jury duty shall be deducted from the assigned work hours daily. Unit members assigned to work the shift beginning after 3 p.m. shall not be required to report for duty at the employee's next scheduled work shift for the number of

hours actually provided for jury duty service. Following such jury duty service the employee shall notify his/her immediate supervisor within one-half hour of release from jury duty service or as soon thereafter as possible the number of verified hours served on jury duty service. The immediate supervisor shall arrange the employee's scheduled work hours in accordance with department needs.

- B. Request for Jury Service Leave should be made by presenting as soon as possible the official court summons to jury service to the member's immediate supervisor and to the District payroll office through regular administrative channels.
- C. Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the member.
- D. A member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption. However, the Associate Vice Chancellor, Human Resources or designee may discuss the practicality of seeking exemption or delay, as may be permitted by any applicable statute or rule, with the employee when acceptance would tend to materially disrupt District operations.
- E. Members are required to work for any period of their daily work schedule during which jury duty services are less than eight hours or their regularly scheduled shift.
- F. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.
- G. Leave of absence shall be granted to any employee who has been served a subpoena to appear as a witness in a court case. Request for leave of absence to serve as a witness would be made by presenting the official court summons to the supervisor. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee is filed with the District. The witness fee assigned to the District does not include the Court's reimbursement to the employee for transportation expenses.

ARTICLE 20 HOLIDAY SCHEDULE

- A. Each year the Board of Trustees shall determine the holiday schedule. The Board shall provide eleven (11) paid holidays for all bargaining unit members. Employees in unpaid status on the last Friday prior to the last Monday in May and continuing through July 31, shall not receive pay for Memorial Day and Independence Day.
- B. All new employees shall not be paid for a holiday preceding their first day of employment. An employee leaving the classified service must be in a paid status the day

succeeding the holiday to receive compensation for the holiday.

- C. Bargaining unit members whose employment terminates the day preceding a holiday shall not receive compensation for the holiday. Employees shall only receive holiday pay if they are in paid status during any portion of the working day immediately preceding or succeeding the holiday.
- D. Bargaining unit members shall be given a holiday on every day appointed by the President as a national holiday, or by the Governor of this State as a state holiday, as a public fast, Thanksgiving, or holiday providing such intent is disclosed by the President or Governor that the day be treated as a national holiday or state holiday.
- E. For employees in the bargaining unit who have satisfactorily completed six (6) months of service, four (4) additional holidays shall be granted. The board shall determine placement of these holidays.
- F. For employees whose workweek is defined as Tuesday through Saturday or Wednesday through Sunday and a holiday falls on both a Friday and a Monday (e.g. Lincoln's and Washington's Birthdays), the employee will be given the option subject to the approval of the supervisor, to make up the Saturday workday or the Saturday/Sunday workdays on the preceding Monday or Monday and Tuesday should the worksite be closed on those employee's work days.
- G. Members of the bargaining unit normally employed less than eight (8) hours per day and less than five (5) days per week are entitled to that proportion of paid holidays as the number of hours they normally work bears to forty (40) hours per week.
- H. Holiday Assignment: The Chief of Police will send a memo prior to the beginning of each fiscal year requiring sergeants and officers to sign up for all holidays throughout the upcoming fiscal year. Holiday staffing will be minimal unless the needs of the District dictate more staffing is required to meet special circumstances as determined by the Chief of Police. In the case additional staffing is needed, where practical, assignments will be made by seniority on a rotational basis. Holiday staffing will normally consist of a sergeant and two officers augmented with District service officers. The sergeant's shift will normally be from 10 am to 6 pm. The first officer's shift will normally be from 7am to 3pm and the second officer's shift will normally be from 3pm to 11pm. The sergeant and officers will have District wide responsibility and will be expected to monitor all District sites except Oakhurst unless the Chief of Police determines differently.

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

Officers will sign up using the same procedure as the sergeants. The most senior officer will sign up for one holiday shift, the next most senior officer will sign up for one holiday

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

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

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

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

ARTICLE 21 EMPLOYEE EVALUATIONS

- A. After serving a probationary period of one calendar year an employee shall thereupon be designated as a permanent employee.
- B. Each immediate supervisor under whom the police officer has served for sixty (60) working days or more during any rating period, shall evaluate the officer by means of a performance evaluation.
- C. The following schedule shall be followed for the completion of the performance evaluation:

1. For probationary officers, at the end of the second, fifth and eleventh months of service.
 2. For all regular permanent employees: at least once each year.
 3. For any regular employee at the time a critical incident (which beneficially or adversely affects the public service) occurs. Such a performance evaluation is considered a legitimate record of the District's continuing appraisal of its employees.
 4. The employee may request a follow up meeting to review the performance ratings with the Evaluator and Union representative if the evaluation states discipline is likely to occur. Such a review meeting shall be scheduled with the Evaluator in advance of a mutually acceptable time but in no event beyond five (5) work days.
 5. The employee shall have the right to respond to any performance evaluation within five (5) business days of the date she/he received the evaluation or the date a review meeting was conducted pursuant to section 4 above.
- D. The following procedure shall be adhered to in regard to performance evaluation reports:
1. The performance evaluation reports shall be completed by the employee's immediate supervisor.
 2. The reports shall be completed on forms prescribed by the District.
 3. Upon completing the performance evaluation report, the immediate supervisor shall present it to the employee and give him/her an opportunity to discuss it.
 4. The employee shall then sign the report in order to indicate his/her receipt and he/she shall retain a signed copy. In the event the employee is no longer supervised by the person preparing the evaluation, it may be delivered by mail.
- E. When a police officer of the District assumes the duties and responsibilities of a higher classification on a temporary basis for at least one (1) month, one or more performance evaluations will be completed for that period of time and will be retained in his/her personnel file. No voluntary transfers may take place during a unit member's probationary period.
- F. Break in Probationary Period: Notwithstanding any other provision in this Agreement, any time a probationary employee is on any paid or unpaid leave, the time the probationary employee is absent shall be excluded from satisfying the number of required workdays in any employee probationary period and constitute a break in the probationary period.
- G. Employee Personnel File: Members of the bargaining unit shall be provided with copies of any derogatory written material ten (10) work-days before it is placed in the employee's

personnel file. The member shall be given an opportunity during normal working hours for release time not to exceed one (1) hour exclusive of travel time and without loss of pay to review the personnel file, and initial and date the material within the time period prior to its being placed in the personnel file. The employee shall have the right to attach a written response to his/her evaluation. Employee evaluations are not subject to the provisions of Article 26.

1. The District agrees that member personnel files shall be kept in confidence and shall be available for inspection only to management designated employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. All documents concerning a member shall be kept in the official personnel file at the District Office.
2. A unit member shall be permitted to review, upon request and reasonable notice, his/her personnel file. Except as otherwise provided herein such review shall not normally be permitted during the unit member's duty hours.
3. Reviewable material shall not include ratings, reports, or records which:
 - a. Were obtained prior to the employment of the unit member involved;
 - b. Were prepared by identifiable examination committee members; or
 - c. Were obtained in connection with a promotional opportunity.
4. Release time for review of a personnel file is granted only in instances where derogatory material is to be filed.
5. Employees must be given written notification before any information of a derogatory nature is placed in their personnel file. Information of a derogatory nature shall not be entered or filed in the unit member's personnel file until such unit member is given written notice of such material. Following such notice, the unit member shall have ten (10) work days to review and have attached thereon the unit member's comments relative to such derogatory material.
6. At the request of the employee, such review shall take place during normal business hours without loss of compensation, but shall not exceed one (1) hour, excluding travel time.

ARTICLE 22 WORK LOCATION

- A. Work location is defined as that of the geographical area of the District
- B. Mileage for Police Officers: Police officers shall be entitled to mileage reimbursement upon

submission of proper verification forms to the immediate supervisor. Any mileage compensation shall be compensated by the reimbursement rate established by the Board. Mileage reimbursement shall be limited to any increase in mileage from any of the following work site locations, Fresno City College, Reedley College, North Centers, District Office, closest to the police officer employee's home and travel to the assigned work site. Mileage between the police officer employee's home and closest work site location is not reimbursable. The District reserves the right to assign police officers to different District work locations in its sole discretion.

- C. Example: If the distance from a police officer employee's home to the Reedley College campus is 15 miles and the police officer is assigned to Fresno City College which is 20 miles from the police officer employee's home, the officer would be entitled to five miles of mileage reimbursement each way. If on the other hand the distance from home to the Reedley College campus is 15 miles and the officer is assigned to the Reedley College campus, the officer would not be entitled to any mileage reimbursement.

ARTICLE 23 EQUAL EMPLOYMENT OPPORTUNITY

The District agrees to comply with the applicable federal and state laws. (This paragraph is not included in the grievance process.) POA shall have the right to appoint one (1) member to the District Equal Employment Opportunity Committee or its equivalent to the extent such Committee is required under federal law. Complaints brought under the guise of equal employment opportunity, discrimination and/or harassment will not be addressed through the grievance process. Such complaints will be addressed through the process available in the District's Board Policy or any other such relief as provided by law.

ARTICLE 24 DISTRICT POA CONSULTATION COMMITTEE

- A. District and POA agree that communications involving administration of this contract, excluding grievances, and/or negotiable matters, may be facilitated by consultation meetings. The committee shall consist of up to three (3) members from each party.
- B. Either party may request a consultation meeting where it is believed that a resolution of a problem or problems may be feasible.
- C. The party requesting such a meeting shall submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved; and, the date, place, and time requested. The receiving party shall, within three (3) work days, notify the requesting party of agreement or non-agreement to the meeting. Meetings shall be held at times agreeable to both parties. Minutes shall be approved at the next meeting by both parties.
- D. Orientation sessions on this agreement for bargaining unit employees will be held during

regular working hours; time, date and place to be determined by District-POA Consultation Committee.

**ARTICLE 25
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. POA recognizes and agrees that the Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, limited only by Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, expressed or implied, by the laws and the Constitution of the State of California and of the United States.
- B. POA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then, only to the extent such specific and express terms are in conformance to the Constitution and laws of the State of California and the Constitution and laws of the United States.
- C. POA recognizes and agrees that the District's powers, rights, authority, duties and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to decrease and increase the work force; to establish and change standards; to determine solely the extent to which the facilities of any department therefore shall be operated, and the outside purchase of products or services (such purchases of products or services shall not be the reason for a reduction in present allocated positions held by members); the right to introduce new, or improved methods and facilities; and, to otherwise take any action desired to run the entire operation efficiently, except as modified by this Agreement.
- D. POA recognizes and agrees that the District retain its rights to amend, modify, or suspend policies and practices referred to in this Agreement in case of emergency. Emergency to be defined as: an act of God, a natural disaster, or other dire interruption of the District's programs. When an emergency is declared, District shall immediately notify and consult with POA. The determination of whether or not an emergency exists is solely within the discretion of the Board.
- E. The District may contract out bargaining unit work as permitted by statute and to the extent such contracting out of unit work does not violate the Education Code or the Educational Employment Relations Act.

ARTICLE 26 GRIEVANCE PROCEDURE

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

Section 1. Definitions

- A. "Grievance" is a formal written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement. It is the intent of the parties to review and resolve grievances at the lowest possible administrative level. Other matters for which a specific method of review is provided by law, by policies, rules and regulations of the Board of Trustees, or by the administrative regulations and procedures of this District are not within the scope of this Article.
- B. A "grievant" may be any member or members of the bargaining unit covered by the terms of this Agreement or POA and who have been adversely and specifically affected by the misapplication of a specific term or condition of the bargaining agreement.
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the State Center Community College District is open for business.
- D. The "immediate supervisor" is the first administrator having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

Section 2. Time Limits

- A. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.
- B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.
- C. Time limits and steps may be waived by mutual written consent of the parties.

Section 3. Other Provisions

- A. Employees have the right to present grievances to their employer and have such grievances adjusted without intervention of the exclusive representative as long as the adjustment:
 - 1. does not constitute a violation of this Agreement;
 - 2. occurs before mutual agreement between the employer and exclusive representative to refer the matter to the PERB;
 - 3. is not involved in a failure of the employer or exclusive representative of that unit to comply with agreed-to procedures necessitating a court order to enforce compliance;

4. has not previously been adjusted under the above procedures; and
 5. provided the employer has submitted a copy of the grievance and the proposed resolution to the exclusive representative, and the exclusive representative has been permitted ten (10) work days to file a response with the employer prior to a final decision.
- B. "Application" -- Grievances as defined in this Agreement in Article 26, Section 1, shall be brought only through this procedure.
 - C. "Grievance Processing - Limits" -- The grievance procedure must be invoked within thirty (30) days of the time the grievance or alleged grievance could reasonably have become known to the member.
 - D. Unit Member Legal Rights -- Nothing contained herein shall deny to any unit member his/her rights under state or federal constitution laws.
 - E. Any grievance involving all District employees may begin at Level III.

Section 4. Informal Discussion - Oral

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

Section 5. Formal Level:

A. Level I:

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

B. Level II:

1. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the college president, appropriate vice chancellor, or his/her designee, within ten (10) days.
2. This statement shall include a copy of the original grievance and a written copy of the

decision rendered by the unit member's supervisor or designee.

3. The college president, appropriate vice chancellor, or his/her designee, shall communicate the decision to the grievant in writing within twelve (12) days of receiving the appeal. Either the grievant or the college president, or his/her designee, may request a personal conference within the above time limits.

C. Level III:

1. If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days, appeal the decision on the appropriate form to the Chancellor, or his/her designee.
2. This statement shall include copies of the original grievance and appeals, and written copies of the decisions rendered.
3. The Chancellor, or his/her designee, shall communicate his/her decision in writing to the grievant within fifteen (15) days.

D. Level IV: Arbitration

1. Within fifteen (15) days after receipt of the decision of the Chancellor, the grievant may, upon written notice to the POA, request the grievance be submitted to arbitration under and in accordance with the prevailing rules of the American Arbitration Association. Only the POA (exclusive representative) may demand arbitration. Nothing herein shall prevent the parties from requesting the State Conciliation Service attempt to mediate a settlement to any grievance appealed to arbitration, providing both parties mutually agree to such mediation procedure.
2. Powers of the Arbitrator: It shall be the function of the arbitrator and he/she is empowered, except as his/her powers are herein limited, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, and to determine the arbitrability of any grievance where arbitrability is questioned by either party.
3. The arbitrator shall have no power to:
 - a. Add to, subtract from disregard, alter, or modify any of the terms of this Agreement;
 - b. Establish, alter, or modify any salary structure;
4. All fees and expenses of the arbitrator shall be shared equally by the Board and POA. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of non-employee witnesses called by the other party.

5. The decision of the arbitrator shall be final and binding on all parties.

Section 6. Witness and Grievant Release Time

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

Section 7. Complaints Not Covered in This Article

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

**ARTICLE 27
VACATION PLAN**

- A. Eligibility: Members of the bargaining unit shall accumulate vacation at the regular rate of pay earned at the time vacation is commenced.
- B. Paid Vacation: Annual vacation shall be earned according to the following schedule but prorated for less than 40 hours per week and/or less than 12 months per year employees:
 1. 12 Month Employees¹
 - a. Zero (0) months through two (2) years - 5/6 day per month of employment (10 days/80 hours)
 - b. Three (3) through five (5) years - 1 day per month of employment (12 days/96 hours)
 - c. Six (6) through nine (9) years - 1-1/2 days per month of employment (18 days/144 hours)
 - d. Ten (10) through nineteen (19) years - 1-3/4 days per month of employment (21 days/168 hours)
 - e. Twenty (20) years and over - 2 days per month of employment (24 days/192 hours)
 2. 11 Month Employees

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

- a. 11/12 of the Twelve Month Schedule
- 3. 10 Month Employees
 - a. 10/12 of the Twelve Month Schedule
- 4. Part-Time Employees
 - a. Prorated vacation for employees working 39 hours or less per week.
- C. Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.
- D. Vacation Scheduling:
 - 1. Vacations shall be scheduled by the employee and approved by the immediate supervisor, and may be taken at the convenience of the District at any time during the school year. Fifty percent (50%) of vacation time earned must be consumed by midyear by permanent employees, unless otherwise approved by the immediate supervisor. Management will circulate an annual (block of one week or more) vacation schedule at the beginning of the fiscal year in order to survey employee annual (block of one week or more) vacation preferences to assist in anticipation of work coverage. Employees are not obligated to the dates indicated and are not required to provide dates if vacation plans are not known in advance. If an employee does not use his/her full annual vacation, the amount earned in the immediate preceding year not taken shall accumulate and be carried over for use in the next year. In a work unit where vacation schedules are staggered, the employee with the most seniority shall be given priority for scheduling his/her vacation. Permission to use vacation in advance of earning may be granted by the District.
 - 2. Vacation time may be taken in increments of one (1) hour.
 - 3. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment, and may not be used until the first day of the calendar month after the completion of six (6) months of active service with the District.

**ARTICLE 28
HOURS OF WORK**

- A. Work Load: In the event any new position is approved by the Board which requires Saturday and/or Sunday duty, such position shall be offered to existing employees on a volunteer basis. If no volunteer is accepted, eligible candidates will be considered for the

assignment. In the event of necessity, as determined by the District, the least senior employee shall be assigned.

- B. Police Officer Shift and Work Schedules: Work periods, shifts and schedules shall be assigned by the Chief of Police. Shifts and days off may either be fixed or rotated. In assigning work periods and schedules, the Chief of Police shall make a reasonable effort to provide the assignment in an equitable and impartial manner with due consideration to departmental and District needs. Police officers shall be assigned their shifts based on seniority. Shifts will be six (6) months duration unless changed by the Chief of Police for reasons pertaining to operational necessity. Officers will be allowed to select the same shift twice in a row, but must select a different shift for the third rotation. No officer will be required to be assigned duty on the graveyard shift for more than two successive rotations. Officers may trade shift rotation by mutual agreement with the approval of the Chief of Police.
- C. Work Week: The Board agrees to establish the work week for members as being five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. The Board may assign members to work days other than Monday through Friday when the needs of the District so dictate. The length of any member work day shall be established by the board in compliance with the law for each member relative to the needs of the District. Flex week hours may be granted at the employee's request with approval of the supervisor.
- D. Work Day: The length of the work day shall be designated by the District for each classified assignment in accordance with the provisions set forth in this agreement.
- E. Changes in Work Schedule: When the needs of the District require, the supervisor may alter a member's assigned days off or work hours. The member shall be given a minimum of two (2) weeks' notice, except in cases of emergency as determined by management.
- F. Overtime: Bargaining unit employees shall be entitled to one and one-half (1-1/2) time for more than a forty (40) hour work week. Employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for work assigned on the sixth and seventh work day.
- G. Overtime Distribution: Except for assignments that require special knowledge, skills, and/or rank, voluntary overtime shall be assigned to those members desiring to work overtime on a rotational basis, starting with the most senior employee receiving the first such assignment, the next most senior employee receiving the second assignment, and rotating on that basis until all employees desiring to work overtime have received an assignment, at which time the process shall rotate back to the most senior employee. An employee is free to decline an offer of voluntary overtime, but such action will result in skipping of the employee until the complete rotation is completed if the employee was provided one day advance notice of the overtime.

Mandatory overtime may be assigned, on a rotational basis to the least senior employees

when no employee desiring overtime is available, on the same basis as for voluntary overtime. However, in the event that a six (6) hours' notice is not possible, management will have the right to assign overtime as needed.

In the event of mandatory assignment of overtime, a member may elect a choice to take compensatory time off in lieu of cash compensation for overtime work, unless the immediate supervisor determines the election to be disruptive to the department work or one which creates a financial problem for the department. Compensatory time off shall be granted at the appropriate overtime rate and shall be taken during the same fiscal year as it was earned, except in any case where such utilization of compensatory time off would violate any State or Federal law. No employee shall be allowed to receive compensatory time off in excess of 240 hours. Payment for any hours in excess of 240 hours shall be made by July of any year.

- H. Shift Differential Compensation: Any member required to work four (4) or more hours per day between the hours of 6:00 p.m. and 12:00 midnight will be paid an additional 7-1/2% of the regular rate of pay for the entire month, providing the assignment is one-half (1/2) or more of the work days in the month. Any member required to work four (4) or more hours per day between the hours of 12:00 midnight and 6:00 a.m. will be paid an additional 10% of the regular rate of pay for the entire month, providing the assignment is one-half (1/2) or more of the working days in the month. Custodians working the midnight to 6:00 a.m. shift will receive the 10% differential from August 1 through May 31.
- I. Split Shift Differential: If a member's assigned shift contains one or more periods of unpaid time that exceed two (2) hours, unless mutually agreed, shall be paid a shift differential of 5% above the regular rate of pay as defined in Article 33, for all hours worked for the month providing the assignment is for more than one-half (1/2) the work days in the month.
- J. Lunch Periods: The District will provide all bargaining unit members with an uninterrupted lunch period after the employee has been on duty for four (4) hours but not to exceed six (6) hours. The District shall establish the length of time for such lunch periods but for not less than one-half (1/2) hour.
- K. Rest Periods: The District will provide one paid fifteen (15) minute rest period for each four (4) hours of work; to be scheduled in the middle of each work period by the supervisor. Special work shifts or evening work shifts may take a rest period of thirty (30) minutes for each eight (8) hours of work to be scheduled by the supervisor.
- L. Minimum Call in Time: A member required to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate.
- M. Upon initial employment and upon each change in classification thereafter, each classified employee shall be furnished two (2) copies of his class specification, salary data, assignment or work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, monthly or pay period, daily, hourly, overtime, and differential rate of compensation, whichever are applicable. One copy shall be retained by the employee

and the other copy shall be signed and dated by the employee and returned to his/her supervisor.

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

ARTICLE 29 EMPLOYEE EXPENSES AND MATERIALS

- A. Uniforms: Because of the nature of their assigned duties, police officers are required to wear uniforms. Upon termination, all department issued safety equipment shall be returned and remain the property of the State Center Community College District.
- B. District Police Officers: The District agrees to provide the following: One (1) complete set of "leathers," three (3) short sleeve shirts, two (2) long sleeve shirts, three (3) pairs of pants with sap pocket, one (1) blazer jacket, one (1) Tuffy jacket, one (1) hat, two (2) neckties, one (1) tiebar, patches (approximately twelve), and any other required badges, identification, or emblems. Authorization for replacement shall be made by the immediate supervisor as required.
- C. Necessary Equipment: The District agrees to provide necessary equipment, and supplies reasonably necessary to bargaining unit employees for the performance of their assigned duties.
- D. Replacing or Repairing Employee's Property: The District agrees to fully compensate bargaining unit members for loss or damage to personal property required in the course of employment, but in no case shall the District pay for personal property not required. Loss or damage compensation shall only occur upon the following conditions:
1. The property was being used upon the written authorization of the supervisor.
 2. The property was being used in a manner prescribed for its intended use.
 3. The loss or damage is reported immediately to the supervisor.
 4. The loss or damage was not the result of intentional misuse, negligence or carelessness.
- E. Safety Equipment: Should the employment duties of a member in the bargaining unit require reasonable use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear. District agrees to purchase rain gear for members required to work in the outside weather.

- F. Non-District Owned Automobile Insurance: The District agrees to provide the secondary personal injury and property damage insurance for the protection of members in the event that members are required to use their personal vehicles on employer business.

ARTICLE 30 HEALTH AND WELFARE BENEFITS

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

Section 1. Health Insurance:

- A. The District shall provide health plan insurance coverage for eligible unit members and their dependents, conditioned upon the provisions of this Article, including but not limited to the District contribution as set forth in Section 5 of this Article.
- B. Health plan insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. Any health insurance plan(s) offered to unit members shall first be mutually agreed to by the District and the POA.
- D. The unit member will pay through payroll deduction the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected health plan.

Section 2. Dental Insurance:

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

Section 3. Vision Insurance:

- A. The District shall provide a vision care insurance program for eligible unit members and their dependents.
- B. Vision care insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member

premium contributions, except as otherwise provided.

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

Section 4. Life Insurance:

- A. The District shall provide a level term life insurance program for eligible unit members and their dependents: \$50,000 level term plus \$5,000.00 dependent coverage. This benefit shall become effective as soon after the ratification approval process as practicable.
- B. Level term life insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. Unit members and their dependents shall become eligible for life insurance benefits following successful completion of six (6) months employment with the District. Unit members may purchase the insurance by contributing the monthly premiums during this waiting period.

Section 5. District Medical Premium Contributions:

- A. The 2012-13 District contribution shall be an amount not to exceed a maximum monthly contribution of \$1,029.00 per month.
- B. The unit member will pay the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected health plan.

Section 6. Long Term Disability Insurance:

- A. The District shall provide a long term disability program for eligible bargaining unit members hired on or before June 30, 2013.

B. Eligibility

1st year	waiting period
After 1 year	eligible up to three (3) years
After 2 years	eligible up to four (4) years
After 3 years	eligible up to five (5) years
After 4 years	eligible up to six (6) years
After 5 years	eligible up to seven (7) years
After 6 years	eligible up to age sixty-five (65)

- C. To be eligible for District-paid insurance, an employee's regular assignment must be a minimum of twenty (20) hours per week during their assignment work year.
- D. Long term disability coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member

premium contributions except as otherwise provided.

- E. Current Employees: Effective June 30, 2013, current employees hired on or before that date will receive a L.T.D. benefit level equal to 60% of their current salary with a maximum payout of \$5,000.00 per month, commencing on the first day of the sixth month of disability or the end of any period for which the employee is receiving sick leave pay, if that is later than five months. Current employees under this benefit may purchase additional L.T.D. benefits from the District's provider at 100% of the cost.
- F. New Employees: If the District either executes an agreement with SCFT or unilaterally implements upon SCFT, then effective at such time, the following, or whatever is agreed to or unilaterally implemented relating to L.T.D. for new employees, will apply to the POA: New employees hired on or after the effective date of the agreement or unilateral implementation, will not receive L.T.D. benefits paid by the District; however, new employees may purchase coverage for L.T.D. benefits from the District's provider at 100% of the cost.

Section 7. Retiree Health Insurance:

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

If the District either executes an agreement with SCFT or unilaterally implements upon SCFT, then effective at such time, the following, or whatever is agreed to or unilaterally implemented relating to Retiree Health Insurance for employees, will apply to the POA: Effective on the date of agreement or unilateral implementation, all employees, both current and new, will not be eligible to purchase Retiree Health Insurance.

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 ten (10) consecutive years immediately preceding retirement;
 - 4. The retiree is receiving his/her regular retirement allowance from PERS; and

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 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.
 8. Retirees who are eligible for the benefits of Section 7(A) under Option 1.1 and who attain their age of Medicare eligibility shall be eligible to receive the benefits of Section 7(B) under Option 1.1 if the retiree meets all the conditions stated in Section 7(B).
- B. The District shall contribute a maximum sum of two thousand five hundred ten dollars and nine cents (\$2,510.09) annually 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 unit members, and his/her spouse, who retire after July 1, 2000, 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 has attained their sixty-fifth (65th) birthday, and prior to reaching age 70;
 2. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 3. The unit member shall have served the District for a minimum of fifteen (15) consecutive years immediately prior to retirement;
 4. The unit member shall have attained his/her age of Medicare eligibility;
 5. The retiree is receiving his/her regular retirement allowance from PERS;
 6. Must require in letter of retirement;
 7. The retiree or spouse must enroll in Medicare Part A and Part B when first qualified.
 8. Coverage will continue for the life of the retiree or surviving spouse.
 9. Spousal coverage is limited to a legal spouse on date of retirement.
 10. Contribution toward surviving spouse's supplement shall terminate should spouse re-marry.
- C. The maximum District contribution as stated in Section B and in effect on July 1, 2012,

shall be increased annually by two percent (2%) effective September 1, 2012.

- D. 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 1.1(B).
- E. Under Option 1.1(B), the District contribution increases by two percent (2%) annually (see Option 1.1(C)); this two percent (2%) increase does not apply if the retiree elects to receive a cash payment per Option 1.1(D). The cash payment amount under Option 1.1(D), 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, condition 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 allowances from PERS;
 - 4. The cash payment will end when the retiree becomes ineligible under the provisions of the applicable 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.
- F. If a retiree or covered spouse drops his/her 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 on 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 ten (10) consecutive years immediately preceding retirement;

4. The retiree is receiving his/her regular retirement allowance from PERS.
 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 on 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 allowances from PERS;
 4. This benefit terminates on the date the retiree reaches seventy (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 1.2(B). 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 allowances from PERS;
 4. The cash payment will end when the retiree becomes ineligible under the provisions of the applicable Bargaining Agreement or Board Policy;

5. The cash payment will end when the retiree turns seventy (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 percent (70%) 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 retiree is receiving his/her regular retirement allowance from PERS;
 5. This benefit terminates on the date the unit member reaches his/her age of Medicare eligibility;
 6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60); 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-age of Medicare eligibility contribution toward health coverage, are not eligible for a District contribution toward the health insurance supplement to Medicare (Option 1.1(B) and Option 1.2(B)) or the cash payment (Option 1.1(D) and Option 1.2(C)).
- 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.

Section 8. Retiree Life Insurance:

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

**ARTICLE 31
DISTRIBUTION OF CONTRACT**

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

**ARTICLE 32
OPENERS**

- A. During 2012-13 neither party shall be obligated to bargain any amendment to this Agreement unless both parties mutually agree to reopen negotiations. POA shall submit their proposal for a successor contract to the District not later than the board meeting in January 2013 and the Board shall hold the public hearing on the proposal at the next Board meeting. However, if there is a significant change in the District's financial condition, the POA will have to option, at its discretion, to reopen negotiations regarding:
1. Article 30, Health and Welfare Benefits;
 2. Article 33, Pay and Allowances; and
 3. Up to two (2) additional articles contained in the Agreement.
- B. If, during the term of this Agreement, the Personnel Commission is terminated, the parties agree to negotiate articles for classification, and reclassification.

**ARTICLE 33
PAY AND ALLOWANCES**

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

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

Section 1. Salary:

- A. 2012-2013 Salary: The salary schedule which was in effect during the 2008-09 year shall remain in effect for the 2012-2013 year.
1. If the full-time faculty bargaining unit, and/or California School Employees Association, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2008-09 fiscal year and that increase is applied and becomes effective during the 2012-2013 fiscal year, that same increase percentage to each cell shall also be applied to each cell of the 2012-2013 classified salary schedule.
 2. If the full-time faculty bargaining unit, and/or California School Employees Association, and/or management and/or confidential employees receive off-schedule, one-time stipend in lieu of a salary schedule increase, the total amount of this stipend provided to the whole unit, (e.g. full-time faculty) will be divided equally among the classified unit members. Permanent, part-time classified employees will share pro-rata in any such stipend.
- B. Accumulated balances for sick leave and vacation shall be clearly displayed on monthly pay warrants by October 1, 2004 or managers will be provided a monthly update which they will provide to employees.
- C. An IRC section 125 Plan shall be continued in accordance with Governmental rules and regulations for unit members for medical health insurance plans made available by the College District. The POA agrees to defend, indemnify and hold harmless the District, its officers, agents, and employees from any claims, demands, damages, or other liability, including costs and attorney's fees, arising out of this section or the administration or implementation thereof. Upon valid service of a summons and complaint or of a claim under the Government Tort Claims Act, the District agrees to notify the POA thereof and to cooperate as reasonably necessary for the defense or settlement of such action.
- D. The State Center Community College District recognizes its obligation to bargain over salary and benefits to employees represented by the Exclusive Representative.
- E. Salary Dispute: Any dispute pertaining to the salary provisions contained herein for the 2012-13 school year is subject to the Grievance Procedure of this Agreement except, however that only the POA may bring a grievance concerning such implementation and any such grievance must be filed within ten (10) days of notice from the District of any proposed implementation of these provisions. The District will notify the POA concerning its calculations pursuant to the salary provisions contained herein. Such notification shall be in writing. If the POA disagrees with the calculations, it shall notify the District within ten (10) days. Such notice of the disagreement shall include calculations prepared by the POA. The District may implement its proposed calculations, the proposed calculations from the POA, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved, by mutual agreement, the parties shall agree to reopen negotiations regarding salaries at which time these salary formula provisions shall be of no

force or effect.

Section 2. Base Rate:

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

Section 3. Salary Schedule Progression:

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

Section 4. Longevity Pay:

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

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

Section 5. Professional Growth:

- A. Effective April 1, 1983, employees are eligible to participate in the professional growth plan after five (5) years of service.
- B. Criteria for placement on the growth schedule is as follows:
 - 1. College units:
Actual unit value;

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

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

3. Proficiency examinations/certificates of achievement:

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

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

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

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

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

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

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

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

Section 6. Promotions:

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

Section 7. Direct Deposit:

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

Section 8. Compensation for Working Out of Class:

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

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

Section 9. Compensation for Special Assignment:

- A. Eligible members of the bargaining unit specially assigned as a Field Training Officer or Range Master shall receive a special assignment stipend in addition to the member's base salary. The unit member shall be paid an additional amount not to exceed five percent (5%) of the current base pay rate of the unit member for all hours spent serving as the assigned FTO or Range Master.

Section 10. Automatic Payroll Deduction (Overpayment):

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

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

Section 1. Notice Of Layoff:

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

- B. The District shall notify POA of the proposed reduction in hours prior to the Board action, and shall meet with POA to negotiate effects of said reduction in hours within ten (10) working days after POA has been properly notified.
- C. The District shall notify the affected employee(s) in writing not less than sixty (60) days (sixty days begins on postmark or personal delivery following Board adoption of Layoff Resolution) prior to the effective date of the layoff. The written notice shall include:
 - 1. Reason for layoff;
 - 2. Effective date of layoff action;
 - 3. Seniority placement within class;
 - 4. Reemployment rights in same class and in lower classes in which the employee has served;
 - 5. Reemployment rights in lower classes in which the employee meets minimum qualifications;
 - 6. Displacement rights, if any;
 - 7. Promotional rights;
 - 8. Service retirement options if over fifty (50) years of age;
 - 9. Unemployment Insurance Benefits.

Section 2. Displacement Of Bargaining Unit Work:

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

Section 3. Maintenance Of Benefits:

- A. Health and Welfare: A voluntary reduction in hours to avoid layoff shall not result in loss of eligibility for District contributions for insurance coverage as specified in Article 30.
- B. Employees who elect service retirement in lieu of layoff shall be eligible for the District contribution toward the health insurance premium for retirees. See Contract, Article 30.

The requirement for ten (10) years of District service is waived for early service retirement to avoid layoff. Health benefits shall be paid by the District for one (1) additional month in case of layoff.

Section 4. Order Of Layoff:

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

Section 5. Displacement Rights:

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

Section 6. Equal Seniority:

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

Section 7. Reemployment Rights:

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

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

Section 8. Notification Of Reemployment Opening:

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

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

Section 9. Employee Notification To District:

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

Section 10. Reemployment In Highest Class:

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

Section 11. Improper Layoff:

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

Section 12. Voluntary Demotion Or Voluntary Reduction In Hours:

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

Section 13. Layoff In Lieu Of Displacing:

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

Section 14. Rights During Involuntary Unpaid Status:

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

Section 15. Retirement In Lieu Of Layoff:

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

Section 16. Employee Roster:

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

**ARTICLE 35
DISCIPLINARY ACTION**

- A. Status Of Permanent Employees: After serving a probationary period of one calendar year an employee in the classified service shall thereupon be designated as a permanent employee. No person in the permanent classified service shall be suspended, demoted or dismissed, except for reasonable cause as detrimental to the efficiency of the classified service.
- B. Discipline Of Probationary Employee: Probationary bargaining unit employees are not accorded the rights of regular permanent classified employees. Probationary bargaining unit employees shall be given reasonable separation notice and the right to request a conference with the District Dean, Human Resources if dismissal is recommended. Probationary bargaining unit employees may be dismissed at any time.
- C. Definitions
1. Dismissal: Permanent removal from the employment of the District.
 2. Suspension: Temporary removal from employment for a specified period of time without pay.
 3. Demotion: Permanent placement in a lower classification without the employee's written voluntary consent.
 4. Disciplinary Action: Includes any action whereby a permanent employee is deprived of any classification or any benefits or rights attendant upon any classification in which the employee has permanence, including suspension, dismissal or demotion

without the employee's voluntary consent, except for layoff for lack of work or lack of funds.

5. Punitive Action: Is defined as written reprimands, reduction or loss of salary, and reassignment, when it results in a loss of salary or is used as punishment.
 6. Charges: A basis for imposition of discipline upon an employee. The charges for which an employee may be disciplined are set forth in Paragraph IV below.
 7. Incident: A specific transaction, occurrence, act or omission, which constitutes the factual basis upon which a charge is based.
 8. Skelly Conference: A conference at which the charges and incidents are reviewed with the employee and the employee is allowed to respond.
 9. President: The President at Fresno City College, the President at Reedley College, Vice Chancellor of North Centers, or the Chancellor, or their designee at the District office.
 10. Notice of: Charges and Recommended Disciplinary Action: Notice of Charges and Recommended Disciplinary Action sets forward the alleged charges and incidents upon which the District seeks to discipline an employee. The Notice of Charges and Recommended Disciplinary Action shall not be considered a formal disciplinary recommendation until the Skelly Conference has taken place and the President, Vice Chancellor, Chancellor or his/her designee, has a recommendation to the Board of Trustees that the employee be disciplined. Until the President, Vice Chancellor, Chancellor or his/her designee, has approved the Notice of Charges and Recommended Disciplinary Action, it shall merely be considered a proposed disciplinary measure by the immediate supervisor.
- D. Charges: A permanent classified employee may have disciplinary action taken against him or her based on any of the charges set forth below:
1. Job Performance:
 - a. Incompetence.
 - b. Inefficiency in the performance of the duties of his or her position.
 - c. Inattention to or dereliction of duty, including, but not limited to, carelessness or negligence in the performance of one's duties or in the care or use of District property.
 - d. Insubordination, including, but not limited to, refusal to perform assigned work or to carry out directions of authorized District personnel.

- e. Excessive or unexcused absenteeism.
- f. Excessive tardiness.
- g. Absence from duty without prior authorization or failure to report after a leave has expired or after notice has been provided that a leave has been disapproved, revoked or canceled.
- h. Failure to report for work within a reasonable time after notice of recall from layoff.
- i. Inability to perform assigned duties, including, but not limited to, mental or physical incapacity.
- j. Failure to possess or maintain required licenses.
- k. Inability to be insured or bonded at the District's standard rate.

2. Personal Conduct:

- a. Discourteous, offensive, or abusive conduct or language toward fellow employees, students, or the public.
- b. Any conduct which bears some rational relationship to the employment and is of a character that can reasonably result in the impairment of the public service of the District.
- c. Reporting for duty under the influence of or, carrying into District facilities, or possessing, consuming, or using on District premises, or inducing or causing others to use, drugs or other controlled substances; or giving, selling, or delivering such items to any other person on District premises.
- d. Drinking alcoholic beverages on the job, or reporting for work under the influence of alcohol, or carrying an alcoholic beverage into a District facility or onto District property without prior authorization.
- e. Marking, defacing, damaging, writing, or drawing on any District property not designed for that purpose.
- f. Furnishing confidential information and/or material to unauthorized personnel or removal of records from an employee's personnel file.
- g. Unauthorized review of an employee's personnel file or unauthorized removal of records from an employee's personnel file.
- h. Abuse of leave privileges.

- i. Dishonesty.
- j. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, examination materials, time sheets or cards, absence forms, or other records.
- k. Unauthorized use of a District vehicle, including, but not limited to, transporting unauthorized persons in a District vehicle; or driving a vehicle on District business when one's driver's license has expired, been suspended, revoked or is in violation of any condition specified by the Department of Motor Vehicles.
- l. Offering anything of value or any service in exchange for special treatment in connection with one's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- m. Fraud in securing employment with the District.

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

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

Board or by an appropriate federal, state, or local government.

- E. Time Period For Bringing Disciplinary Action: No disciplinary action shall be taken for any cause which arose more than four (4) years preceding the date of the filing of the Notice of Charges and Recommended Disciplinary Action unless such cause was concealed or not disclosed by the employee or such cause could not have reasonably been discovered by the District.
- F. (Short Term) Suspension And Leave
1. Short Term Suspension
 - a. A president, or his designee, may immediately suspend an employee without pay for up to and including five (5) working days. In such cases, the president shall orally notify the employee of the reason(s) for the suspension and the employee shall be allowed the opportunity to respond orally at that time.
 - b. Within a reasonable time after the suspension, written charges will be prepared and served upon the employee. The Governing Board shall make its determination to ratify, reject, or modify the suspension at the next available Board meeting after the suspension. If the Board upholds the suspension, the employee shall be notified in writing of the Board's decision.
 - c. The decision of the Board shall be final unless the employee requests a hearing in writing within fourteen (14) calendar days after notice of the Board's action has been served. If the employee requests a hearing, the Personnel Commission shall conduct a hearing within fourteen (14) calendar days.
 2. Administrative Leave: Administrative leave is a separation from employment with pay. If the president or his designee determines that it is in the best interest of the District, he or she may place an employee on leave with pay pending investigation preliminary to taking disciplinary action. The president shall comply with all disciplinary procedures required by this Article at the earliest possible time.
- G. General Disciplinary Provisions (Informal): Informal discipline is a memo of counseling and/or a written reprimand which is placed in an employee's personnel file subject to the provisions described in the SCCCD/POA Agreement. Informal discipline does not require written notice of recommended disciplinary action and charges. No informal discipline is necessary prerequisite to any other disciplinary action, formal or informal. The following administrative appeal process is established pursuant to Government Code §3304.5. It shall supplement, though not replace, the existing disciplinary appeal process utilizing the District Personnel Commission hearing process. This procedure shall not apply to disciplinary actions for which bargaining unit employees already are entitled to receive an appeal utilizing the District Personnel Commission hearing process. It shall only apply to punitive actions, as that term is defined by Government Code §3303, for which bargaining unit employees do not already receive an appeal hearing before the District Personnel

Commission. This provision is not intended, and shall not be construed, as a waiver of any of the rights set out in section 3304(b). The appeal process for informal discipline is as follows:

1. Right to Administrative Appeal

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

2. Appeal of Written Reprimands

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

3. Hearing Officer (Appeal of Written Reprimands Only)

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

4. Appeal of Other Punitive action

- a. Appeal of punitive action consisting of a reduction in salary caused by a

reassignment shall be subject to appeal by means of the officer filing an appeal with the Chief within five (5) calendar days of receipt by the officer of notice of punitive action being implemented on a date certain. The officer shall notify the Chief in writing of the officer's intent to appeal said action.

- b. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for appeal.
- c. The appeal shall be presided over by a hearing officer selected from a list of nine (9) provided by the State Mediation and Conciliation Service. The hearing officer shall be selected by alternate striking of names by the respective parties.

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

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

H. General Disciplinary Provisions (Formal):

1. It is the District's responsibility to present the employee to be disciplined with a "notice of recommended disciplinary action and charges" prior to the imposition of discipline unless otherwise specified in this Article.
2. Discipline may be recommended in accordance with this section if, in the judgment of the immediate supervisor, or other authorized administrator, disciplinary action is needed. Prior to the Skelly conference, an employee against whom disciplinary action has been recommended shall be presented with the Notice of Recommended Disciplinary Action and Charges.
3. Notice of Recommended Disciplinary Action and Charges: The Notice of Recommended Disciplinary Action and Charges shall include the following:
 - a. A statement of the charges upon which the disciplinary action is recommended; a statement in ordinary and concise language of each specific incident upon which the charges are based; the Recommended Disciplinary Action; and a statement as to provisions of Section IV, if any which has been violated.
 - b. A statement that the employee will be accorded a Skelly conference with the College President or Chancellor at a time and place prescribed in the Notice of Recommended Disciplinary Action and Charges, with an opportunity at that time to respond to each charge and incident.
 - c. The employee's right to have copies of the material upon which the disciplinary action is based.
 - d. The employee's right to appear personally and to be represented by a person or counselor of their choice.
 - e. The Personnel Director shall file the Notice for Recommended Disciplinary Action and Charges and shall be deemed complete upon personal delivery or upon deposit in the U.S. registered/certified mail, return receipt requested, and addressed to the last known address of the employee as contained in district personnel office records.
4. Skelly Conference
 - a. The purpose of the Skelly Conference is to review the Notice of Recommended Disciplinary Action and Charges, charge by charge, incident by incident, to allow the employee to respond to each charge and incident.
 - b. The conference shall be an informal meeting and shall not be conducted by formal evidentiary rules. The conference may be tape recorded by mutual agreement. The conference shall be conducted on the date stated on the original

Notice of Recommended Disciplinary Action and Charges provided to the employee, unless a change is mutually agreed to by the president or his designee and the employee. The president or his designee will serve as the administrator responsible for conducting the conference. During the conference the employee may be represented by a person of their choice.

- c. The president or his/her designee shall, after the conclusion of the conference, make a determination of the appropriateness of the recommended disciplinary action and the charges and incidents upon which such disciplinary action is recommended. The president will retain the taped copy of the conference for possible reference, and a copy shall be made available to the employee upon request.
 - d. The president may accept, modify, or reject the Notice of Recommended Disciplinary Action and Charges prior to forwarding his or her recommendation to the Board of Trustees
5. Revision of Notice of Recommended Disciplinary Action and Charges: Following service of the Notice of Recommended Disciplinary Action and Charges upon the employee, an amended or supplemental Notice of Recommended Disciplinary Action and Charges may be served upon the employee. If the amended or supplemental recommendation presents new charges or incidents, the employee shall be afforded a reasonable opportunity to discuss the new matters with his or her immediate superior and the president.
 6. Employee Status Pending Decision by Governing Board: With the exception of an employee placed on short-term suspension or administrative leave, the recommended disciplinary action shall not take effect until the Governing Board takes action. The employee against whom disciplinary action has been recommended shall remain on active duty status and shall be responsible for fulfilling the duties of the position pending a decision by the Board unless otherwise stated in these rules.
 7. Governing Board: The Board retains the right to accept, modify, or reject any portion of the Notice of Recommended Disciplinary Action. The Board may also accept, increase, or decrease the disciplinary penalty. The Board may ask for further evidence or information prior to mailing its decision. Finally, the Board may accept the recommendation of the district administration, take action in closed session, and report that action.
 8. Personnel Commission Hearing
 - a. The decision of the Board is final, unless the employee requests within fourteen (14) calendar days, in writing, a hearing. The employee's failure to request a hearing shall constitute a final waiver of the employee's right to a hearing. The director of personnel shall correspond to the employee describing his or her appeal rights.

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

**ARTICLE 36
CLASSIFICATION STUDIES**

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

AGREEMENT

This Agreement, made and entered into this 7th day of May 2013, between the State Center Community College District and the Peace Officers' Association and its Teamsters Local 856, its successor and/or affiliates, is effective upon ratification as set forth in Article 1 of this Agreement and shall remain in full force and effect until the close of the workday June 30, 2013.


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

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

**IN WITNESS WHEREOF, EACH OF THE PARTIES AFFIX THEIR SIGNATURES
HERETO ON THIS ___ DAY OF _____ 2013**

STATE CENTER COMMUNITY
COLLEGE DISTRICT

PEACE OFFICERS' ASSOCIATION
TEAMSTERS LOCAL 856


DIANE CLEROU, Associate
Vice Chancellor, Human Resources
State Center Community College District

THOMAS SHARPE
Chief Negotiator

NICHOLAS HERNANDEZ
POA President, Teamsters Local 856

CHRISTOPHER BOSWORTH

BARGAINING UNIT CLASSIFICATIONS

APPENDIX I

POLICE CLASSIFICATIONS

SALARY

Sergeant of Police

67

Police Officer

57

SCCCD PERSONNEL SYSTEM
Annual Schedule R
Effective July 1, 2008

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

CLASSIFIED GRIEVANCE FORM Grievance No. *
(For use by classified bargaining unit members)

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

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

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

Notes:

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

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

PRESENTED TO BOARD OF TRUSTEES

DATE: July 2, 2013

SUBJECT: Consideration to Ratify Collective Bargaining
Agreement, State Center Community College
District Peace Officers' Association, Teamsters
Local 856

ITEM NO. 13-60

EXHIBIT: None

See Agenda Item No. 13-59