

[Redacted]

BOARD OF TRUSTEES

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon Avenue  
Fresno, CA 93704  
4:30 p.m., November 7, 2006

[Redacted]

II. Pledge of Allegiance

III. Introduction of Guests

[Redacted]

3. Disclosure of Collective Bargaining [06-60] Randy Rowe  
Agreement CSEA Bargaining Unit and

Public Hearing

Board Policy 4340/9240, Conflict of Interest  
Code

D. GENERAL

5. Acknowledgement of Quarterly Financial [06-62] Doug Brinkley  
Status Report, General Fund
6. Consideration to Authorize Agreement for [06-63] Doug Brinkley  
Pouring Rights, Districtwide

D. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION,

[REDACTED]

Name of Case: Golden Bear, Inc. v. American Property Holdings and

[REDACTED]

Fresno County Superior Court Case Number 04CECG0179SJK

E. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION,

CONSENT AGENDA  
BOARD OF TRUSTEES MEETING  
November 7, 2006

HUMAN RESOURCES

1. Employment, Retirement, Resignation, Academic Personnel 106\_40112  
[REDACTED]

2. Employment, Promotion, Change of Status, Transfer, Leave of Absence 106\_43111  
[REDACTED]

MINUTES OF MEETING OF  
BOARD OF TRUSTEES

STATE CENTER COMMUNITY COLLEGE DISTRICT  
October 3, 2006

Call to Order

A regular meeting of the Board of Trustees of the State Center  
Community College District was called to order by President

[REDACTED]

High School Cafeteria/Multi-purpose Building - 06422

[REDACTED]

Introduction of Guests

Zvi Roznik, SCEE President and Executive FCC

[REDACTED]

(continued)

Randall Vogt, Purchasing Manager, DO  
Cris M. Bremer, Director of Marketing/Communications, FCC  
Janell Mendoza, Associate College Business Manager, NC  
Lydia Whisenhunt, Secretary to the Vice Chancellor, NC  
Mike Rivard, Principal, Madera South High School  
Jim Chin, Dean of Instruction, NC  
Chuck Leavitt, LAFCO  
Richard Larson, Dean of Instruction, RC  
Sally Frazier, Madera County Office of Education  
Cyndy Dolph, Madera County Office of Education  
Ozzy DeLuna, Madera County Office of Education  
Amparo DeAnda, Associate Superintendent, Madera Unified School District  
Robert Chavez, CAO, Madera Unified School District  
Genie Betts for Assemblyman Dave Cogdill, Senator Poochigian  
Al Galvez, PG&E  
Rochele Noblett, President, State Center Community College Foundation  
Larry Risinger, Superintendent, Madera Unified School District  
Ismael Serrano, CEP, UC Merced,  
Bill Carr, Classified Staff, FCC  
John Frye, Madera Community Hospital  
Mary Farrell, Madera Community Hospital  
Duane E. Furman  
Mike Westley, Madera Unified School District Trustee  
Ron Manfredi, City of Kerman  
Darren Cousineau, OHS Officer, FCC  
Jennifer Mindt, Madera Chamber of Commerce  
Dahi Papp, Madera Chamber of Commerce

[REDACTED]

[REDACTED]

[REDACTED]

and Communications

Introduction of Special Resolution

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

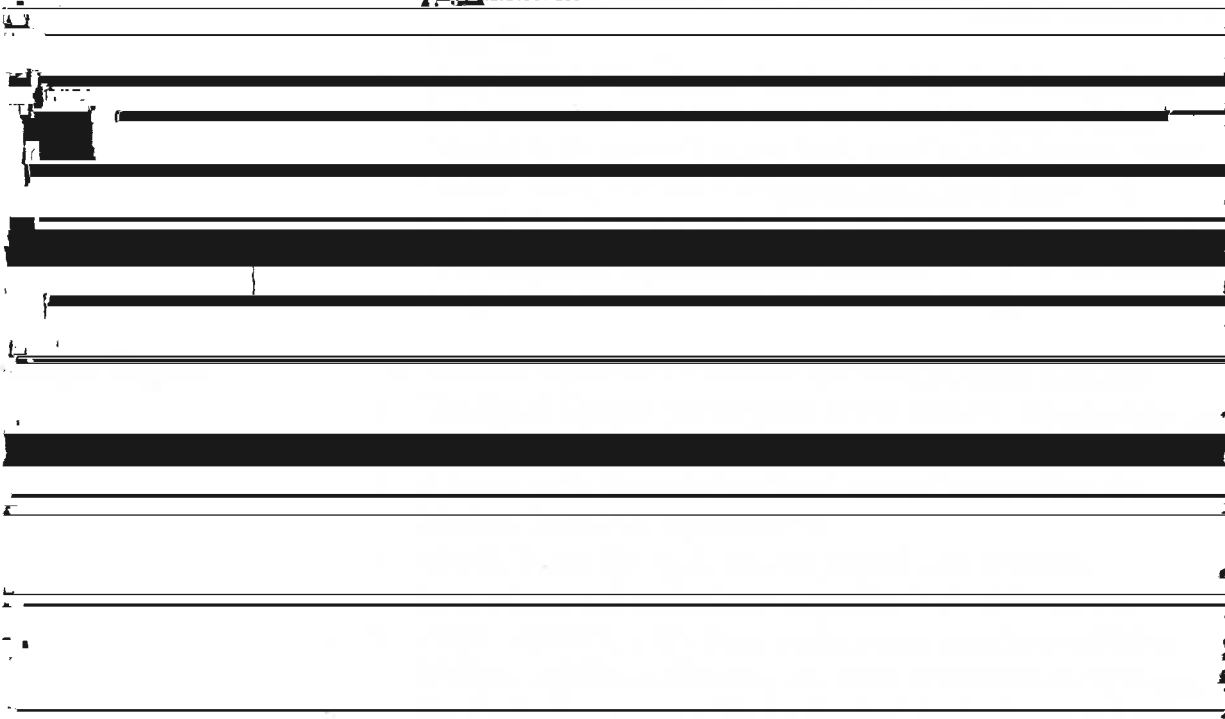
[REDACTED]

[REDACTED]

[REDACTED]

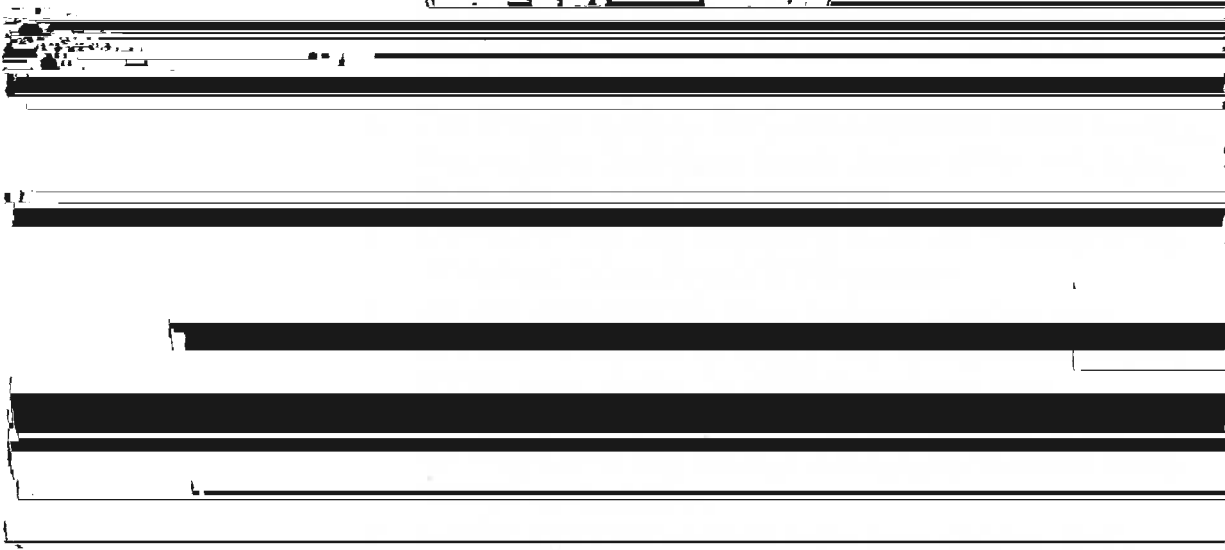
Chancellor's Report  
(continued)

- The OAB internal campaign is in full swing and building momentum. On October 27, the campaign will host a jazz concert inside the OAB courtyards. An ad for the external campaign was placed in the 150th Anniversary Magazine.



magazine.

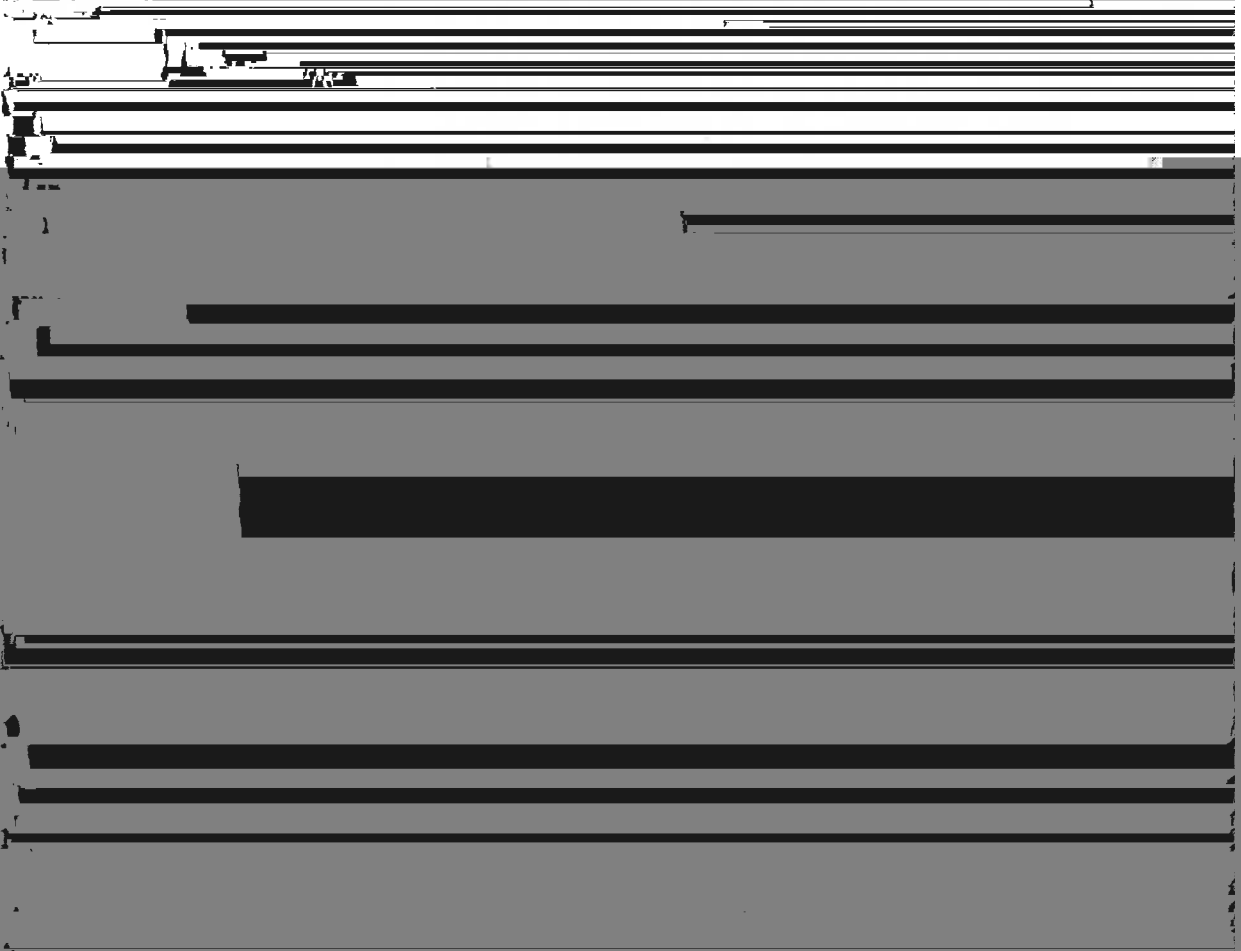
- The SCCCD Workforce Development Summit is scheduled for October 26. Dr. Crow said that there has been a lot of interest in the summit so far, with considerable interest from the RJI, WIB, and the business community at large. He regards this event as a wonderful opportunity to gather input





Campus Reports

Dr. Hioco reported the following from Reedley College:



attend the 2006 HACU Conference as a student ambassador.

- Reedley College will sponsor a float featuring tiger mascot Clyde in Fresno County's 150 Celebration Parade.
- Reedley College alumnus and former student trustee Yammilette Rodriguez was a guest speaker for Hispanic Heritage Month. Ms. Rodriguez is Director of Undergraduate Admissions at Fresno Pacific University.
- Twelve students from the Pre-Professional Health Club attended the American Medical Student Association's annual Pre-Med Conference, September 23-24, in Sacramento.

Academic Senate Report

Ms. Norma Kaser, North Centers Faculty Association President, reported the following:

- The Faculty Association was formed five years ago and works in cooperation with the Reedley College Academic Senate. The main goal is to lay the foundation for an academic senate when Madera Center becomes a college.

with

Consent Agenda  
Action

Item 06-131G was added to the consent agenda.  
It was moved by Ms. Barreras and seconded by Ms. Smith that

the Board of Trustees approve the Consent Agenda, as amended.  
The motion carried by the following vote.

Ayes - 6  
Noes - 0

Employment and \_\_\_\_\_ approve the academic personnel recommendations. \_\_\_\_\_

Consideration to Adopt  
Amended 2007 and  
2008 Summer Session  
Instructional Calendars

adopt the amended 2007 and 2008 summer session instructional  
calendars for Fresno City College, Reedley College and North  
Centers.

for Fresno City  
College, Reedley  
College and North

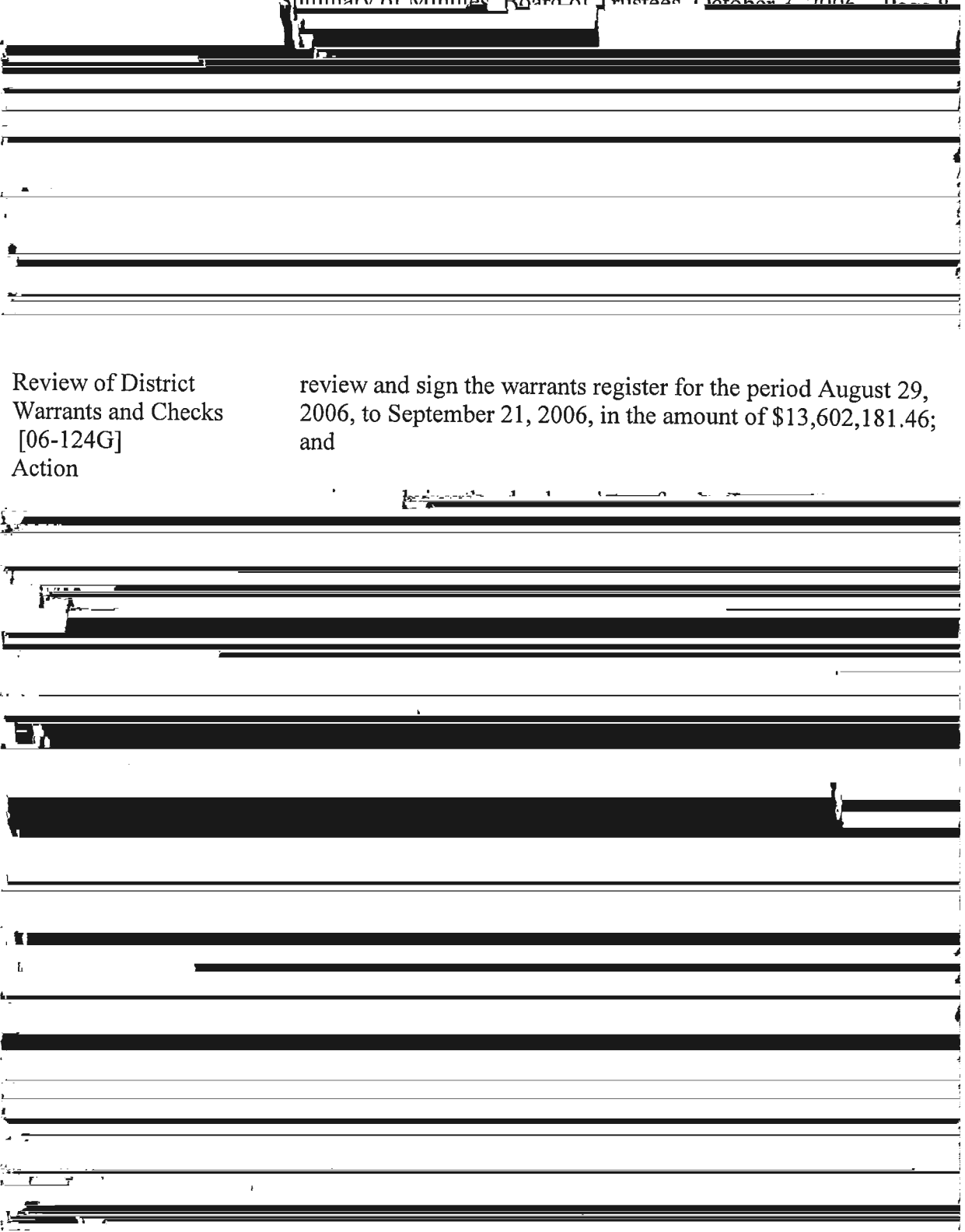
[06-119G]  
Action

Consideration to  
Approve Out-of-State  
Travel for Fresno City

approve out-of-state travel for two to four forensics students to  
compete in the National Debate Invitational at Harvard University

Review of District  
Warrants and Checks  
[06-124G]  
Action

review and sign the warrants register for the period August 29,  
2006, to September 21, 2006, in the amount of \$13,602,181.46;  
and



Consideration to Adopt Resolution Authorizing Agreement with the California Department of Education for Child and Adult Care Food Program Training Programs, Fresno City College [06-129G] Action

- a) adopt a resolution 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, to plan, organize and conduct mandatory training programs for Child and Adult Care Food Program sponsors in California for the period October 1, 2006, through September 30, 2007, with funding in the amount of \$210,000;
- b) authorize renewal of the agreement with similar terms and conditions; and
- c) authorize the Chancellor or Vice Chancellor, Finance and Administration, to sign the agreement on behalf of the District.

Consideration to:

a) authorize the District, on behalf of the Fresno City College

[REDACTED]

Consideration to  
Authorize Extension of  
Agreement for Lease of  
Manchester Center,  
Fresno City College

A motion was made by Ms. Smith and seconded by Mr. Smith  
that the Board of Trustees approve a five (5) year lease extension  
with Manchester Center for 13,652 square feet of space to house  
the Manchester Educational Resource Center at a cost of \$1.31  
per square foot, plus costs for HVAC, janitorial, taxes and

Reports of Board

Celebrated Hispanic Heritage Month with event 11/1/11

[Redacted content]

Reports of Board

Ms. Barreras extended a thank you to Larry Risinger Madera

[REDACTED]

Madera High South High School for last year

[REDACTED]



Delegations, Petitions,  
and Communications  
(continued)

In the matter of Royce Dunn, classified employee and job  
developer for the State Center Community College District,  
Mr. Rowe read the State Center Community College District's  
Notice of Classification and Job Description.

Open Session

The Board moved into open session at 9:45

[REDACTED]

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

[REDACTED]

Academic Personnel

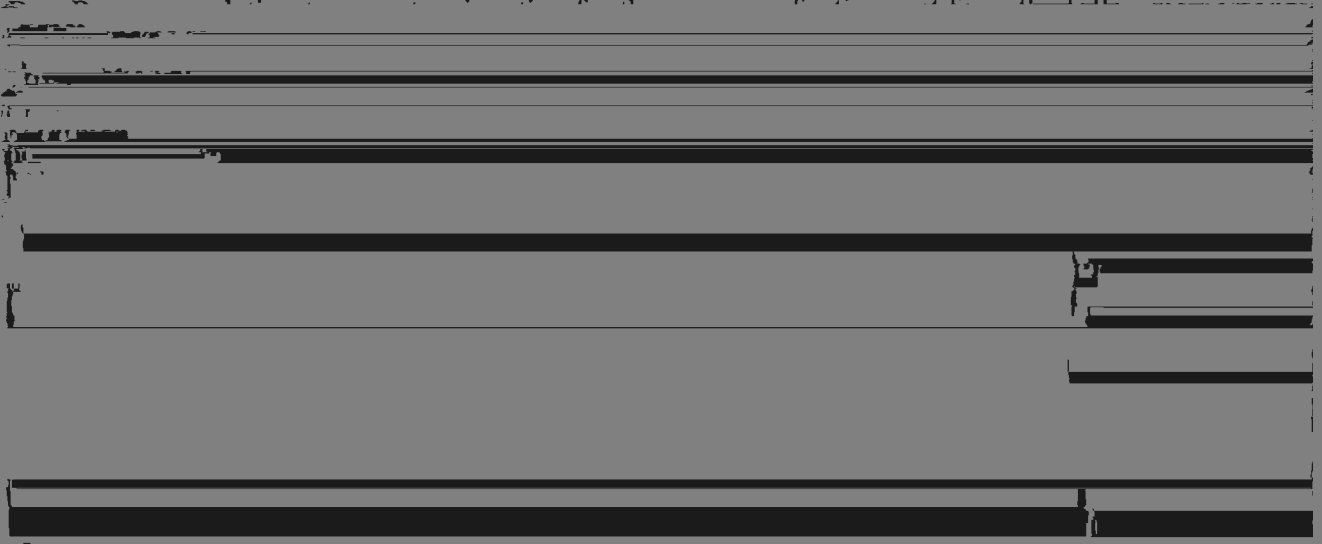
EXHIBIT: Academic Personnel Recommendations

ACADEMIC PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following person

Name		Range & Step	Salary	Position
Harris, Stephanie	FCC	II, 2	\$59,933	Counselor

(Current Adjunct Instructor)  
(First Contract, November 8, 2006 – June 30, 2007)



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

PRESENTED TO BOARD OF TRUSTEES \_\_\_\_\_ DATE: November 7 2006

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

ITEM NO. 06-43HR

EXHIBIT: Classified Personnel Recommendations

Recommendation:

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

CLASSIFIED PERSONNEL RECOMMENDATIONS

A. Recommendation to employ the following persons as probationary:

Name		Classification	Range/Step/Salary	Date
Arends, Jeffrey	RC	Shipping/Receiving Spec. Position No. 3150	50-A \$2961.00	10/09/06
<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>10/09/06</del>
<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>
Robert		Position No. 1129	\$25.22/hr.	
Mason, Tomoko	FCC	Accounting Clerk I Position No. 8500	38-A \$2204.33	10/09/06
Jaffey, Michele	OC	Department Sec. - PPT Position No. 6002	44-A \$14.73/hr	10/16/06
Garcia, Olga	RC	Department Secretary Position No. 3088	44-C \$2820.75	10/27/06
<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>_____</del>	<del>10/30/06</del>



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

Martinez Jr.,	FCC	Custodian	41-E	8/28/06
Ernie		Position No. 2189	\$3102.17	

(Employee rescinding leave of absence for study per CSEA Article 16)

Erin

Position No. 2337 to	\$3263.17 to	thru
Administrative Assistant	55-B	10/23/06
Position No. 2107	\$3509.17	

(Compensation for working out of class per CSEA contract Article 34, Section 8)

Hopkins,	DO	Maintenance Specialist	60-E	09/27/06
Lavell		Position No. 1104 to	\$4930.00 to	
		Electrician	64-E	
		Position No. 1095	\$5438.00	

(Compensation for working out of class per CSEA contract Article 34, Section 8 pending recruitment/selection)

Nichols,	FCC	Micro Comp Specialist	60-E	9/29/06
Mark		Position No. 2334 to	\$4586.08 to	
		Micro Comp Res Tech	63-E	



Location	Classification	Range/Step	Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Page 4

E. Recommendation to approve the transfer of the following employees (regular)

Name	Location	Classification	Range/Step	Date
Hammond, Sue	RC	College Trainer Position No. 3127 to	60-E \$4586.03 to	10/02/06
	FCC	College Trainer Position No. 2359	60-E \$4586.03	

(Lateral transfer per CSEA contract Article 22, Section 2)

Name	Location	Classification	Range/Step	Date
Faith, Linda	FCC	Department Secretary Position No. 2011 to	44-E \$3106.17 to	10/09/06
		Department Secretary Position No. 2219	44-E \$3106.17	

(Temporary transfer pending recruitment/selection)

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

Name	Location	Classification	Range/Step	Date
Jocelyn Yilmaz	FCC	Instr Aide Child Day	Feb 37 C	11/21/06

1. [Redacted]

2. [Redacted]

3. [Redacted]

4. [Redacted]

5. [Redacted]

Location

ation

Task

[Redacted]

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Approve Resolution to  
Eliminate Vacant Instructional  
Technician-General Science Position and  
Add Instructional Technician-Biological  
Science Position, Reedley College

ITEM NO. 06-44HR

EXHIBIT: Resolution

Background

Instructional Technician General Science position #2147 is currently vacant. Due to the clear-

[REDACTED]

being offered in the Reedley College Science Department, there is a need for an Instructional

STATE CENTER COMMUNITY COLLEGE DISTRICT

Meeting of the Board of Trustees  
November 7, 2006

BOARD RESOLUTION NO. 06-44HR

**WHEREAS** the position of Instructional Technician, General Science at Readle;

[REDACTED]

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Adopt Resolution Scheduling  
Date and Time for Organizational Meeting  
of the Board of Trustees

ITEM NO. 06-132G

EXHIBIT: Resolution

Background:

Section 72000 (c) (2) (A) of the California Education Code requires governing boards of community colleges to select a public meeting date for the annual organizational meeting of the District. The date selected must fall within a fifteen-day period commencing on the day new

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BEFORE THE GOVERNING BOARD OF THE

STATE CENTER COMMUNITY COLLEGE DISTRICT

OF FRESNO, KINGS, MADERA, AND TULARE COUNTIES, CALIFORNIA

In the Matter of Setting the )  
Date of the Annual Organizational ) RESOLUTION  
Meeting of the Board )  
)

WHEREAS, pursuant to Section 72000(c)(2)(A) of the Education Code of the State of California, the governing board of each community college district shall hold an annual organizational meeting within a 15-day period which commences on the first Friday of December and

WHEREAS, Section 72000(c)(2)(A) requires that the annual organizational meeting date be selected at a regular meeting before the 15-day period.

NOW, THEREFORE, BE IT RESOLVED, that the 5th day of December 2006, at 4:30 p.m., is the day and time ordered for the annual organizational meeting for the above-named community

BE IT FURTHER RESOLVED, that the secretary of the board hereof is directed to notify the

[REDACTED]

CERTIFICATION

STATE OF CALIFORNIA )  
 )  
 )  
 )

---

---

COUNTY OF FRESNO

I, the undersigned, hereby certify that the above is a true and correct copy of a resolution setting the date of the annual organizational meeting of the above-named community college governing board adopted on the \_\_\_\_ day of \_\_\_\_\_ 2006, at a regular meeting of the board, and that such resolution appears in the official minutes of the governing board under that date.

Dated: \_\_\_\_\_, 2006

President or Secretary of the Board  
(Signature)

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

MEMORANDUM FOR THE BOARD OF TRUSTEES

DATE: 10/27/06

PC

[REDACTED]

SUBJECT: Review of District Warrants and Checks

ITEM NO. 06-133G

EXHIBIT: None

Recommendation:

It is recommended that the Board of Trustees review and sign the warrants register for the period September 26, 2006, to October 26, 2006, in the amount of \$23,166,887.71.

It is also recommended that the Board of Trustees review and sign the check registers for the Fresno

[REDACTED]



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

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VALUE

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**E DISTRICT  
OPERATIONS  
EXPENDITURES**

	RC CAFETERIA	A*	S	REVENUE RC CITY*		
026	\$ 878,	072		410,323	\$	395
042	\$ 21,	80			\$	180
035	492,	30				130
077	513,	10				310
012	52,	67				967
065	460,	43				343
061	417,	29		410,323	\$	052
059	\$ 288,	37		180,896	\$	633
006	139,	73		66,114		087
064	14,	41		20,169		910
038				66,107		107
096				62,823		804
049	13,	81		14,260		222
068	458,	94		410,369	\$	763
080	\$ (40,	65)		(46)	\$	711)
081				5,533	\$	104
088	3,	31		5,465		096
012	2,	23		2,316		839
000	57,	27				727
077 b				1,263		263
096)	\$ 31,	87		12,005	\$	792
					UN	ED

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





**STATE CENTER COMMUNITY COLLEGE DISTRICT  
 GENERAL FUND - ALL FUNDING  
 Revenue Budget Adjustments/Transfers  
 As of 09/30/06**

Account	Original Budget	Revised Budget	Encumbrance



**STATE CENTER COMMUNITY COLLEGE DISTRICT  
GENERAL FUND - ALL FUNDING  
Expenditure Budget Adjustments/Transfers  
As of 09/30/06**

	<u>Adopted Budget</u>	<u>Budget Adj/Transfers</u>	<u>Current Budget</u>
95000 OTHER OPER EXPENSES			
95100 Utilities	3,664,462	32,597	3,697,059
95200 Rents, Leases and Repairs	1,925,039	174,157	2,099,196
95300 Mileage & Allowances	1,478,022	117,920	1,595,942
95400 Dues & Memberships	200,267	2,052	212,319
<hr/>			
95500 Prof. & Cons. Services	2,881,200	210,016	3,101,216
<hr/>			
95600 Insurance	378,000		378,000
95700 Advertising & Printing	1,458,336	(35,242)	1,423,094
95800 Other	1,130,207	(20,000)	1,110,207
Total	13,776,100	550,287	14,326,387
<hr/>			
96000 CAPITAL OUTLAY			
96100 Sites			
96200 Site Improvement	214,922		214,922
96400 Bldg Renov & Improvements	183,910	5,500	189,410
96500 New Equipment	3,296,173	417,618	3,713,791
96600	541,095	(20,000)	521,095
<hr/>			





[REDACTED]

[REDACTED]

[REDACTED]

Fresno, California 93704

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**RESOLUTION**

This Resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of conducting activities associated with funding for instructional materials and supplies for the Fresno City College Child Development Center and to authorize the designated personnel to sign contract documents for the period July 1, 2006, through June 30, 2007.

**RESOLUTION**

BE IT RESOLVED that the Governing Board of the State Center Community College District authorizes entering into Local Agreement Number CIMS 6100

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Accept a Grant from Valley CAN  
(Clean Air Now) for Portable Scan Tool Diagnostic  
Equipment, Fresno City College

ITEM NO. 06-138G

EXHIBIT: None

The District has recently been notified of receipt of an additional grant in the amount of \$32,000

[REDACTED]

117

[REDACTED]

1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

**SUBJECT:** [REDACTED] **ITEM NO. 06-1004**  
[REDACTED]

**RESOLUTION**

This Resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the Infant and Toddler Child Care Program for Fresno City College and to

the designated personnel to sign contract documents for the period

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

July 1, 2006, through June 30, 2007.

**RESOLUTION**

BE IT RESOLVED that the Governing Board of the State Center Community

Contract Number CCAD 6066 and that

[REDACTED]

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

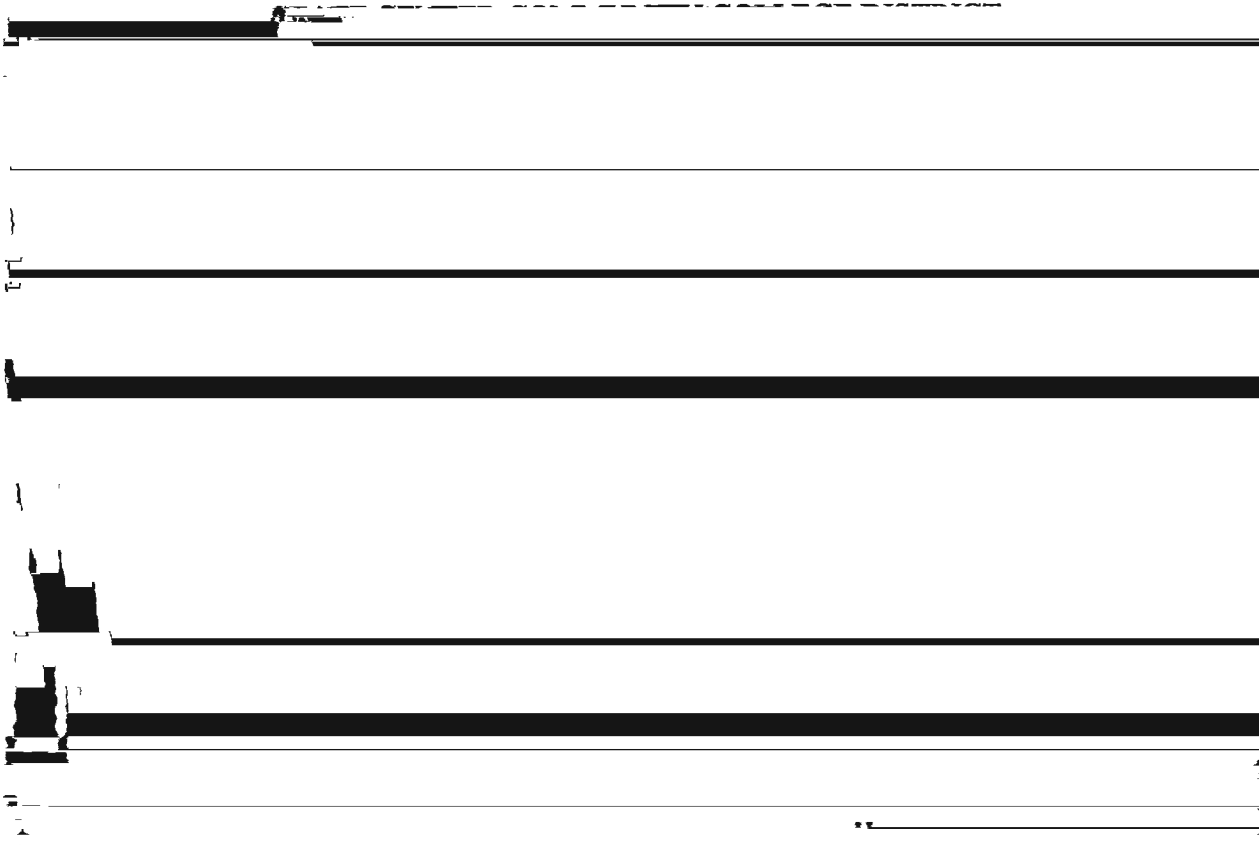
PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Authorize Amendment to  
Agreement with Long Beach Community College  
District to Coordinate Western Agricultural Trade

ITEM NO. 06-140G

[REDACTED]



1525 E. Weldon  
Fresno, California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Consideration to Authorize Agreement with  
Tegrity, Inc., Reedley College and North Centers

ITEM NO. 06-141G

EXHIBIT: None

Background:

Reedley College and the North Centers have been begun using Tegrity Campus Software for the  
delivery of classroom and lecture content in an on-line environment. This software enables





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

PRESENTED TO THE BOARD OF TRUSTEES

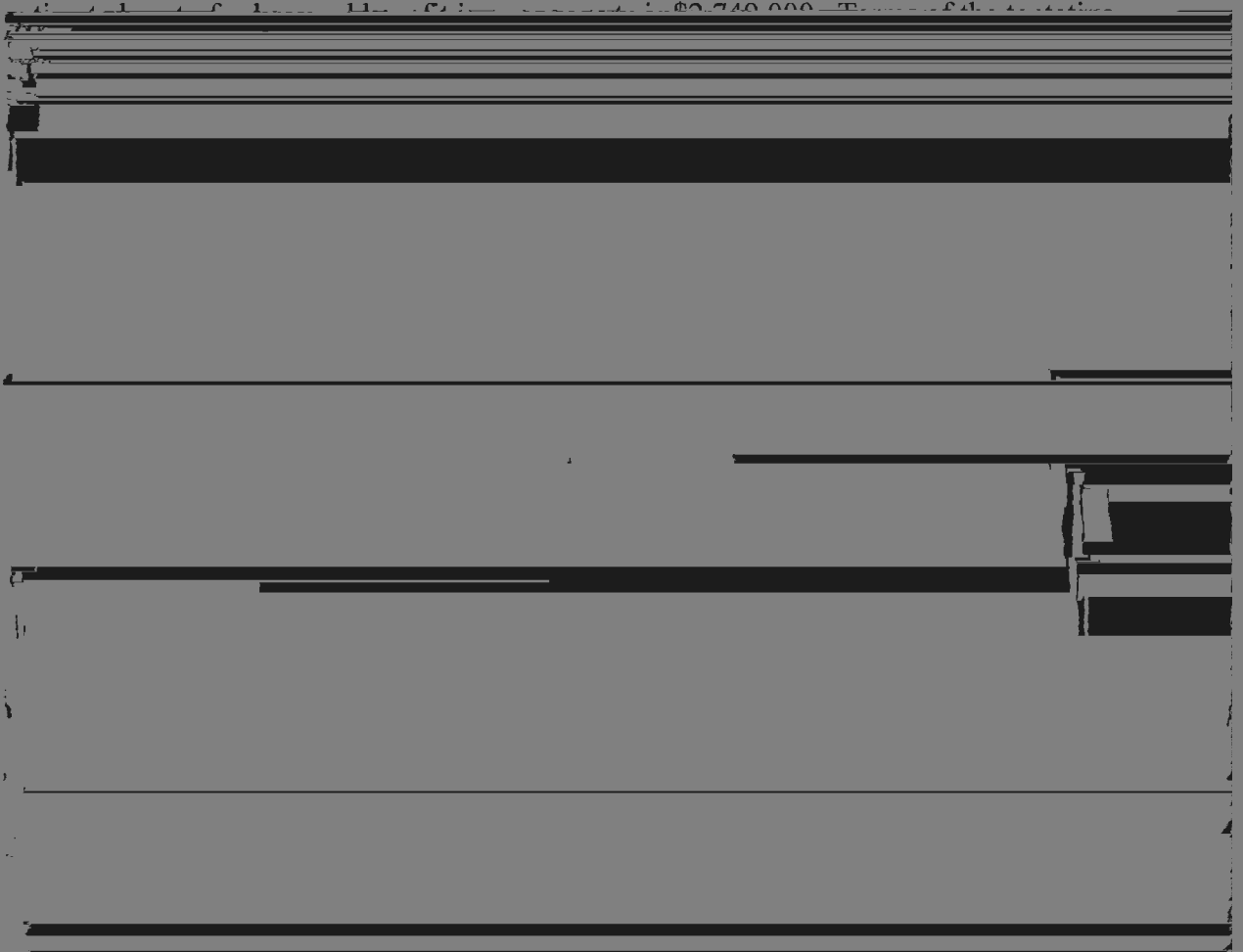
DATE: November 7, 2006

SUBJECT: Disclosure of Collective Bargaining Agreement, State Center Federation of Teachers Bargaining Unit, and Public Hearing

ITEM NO. 06-58

EXHIBIT: Disclosure of Collective Bargaining Agreement

The disclosure of the collective bargaining agreement has been posted since October 31, 2006. The estimated cost for benefit improvements for 2006-07 is \$272,400. The estimated cost for the 2006-07 salary improvements is \$2,430,000. The estimated stipend cost is \$46,000. The total



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~~

[REDACTED]

through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

## Section 2. BEGINNING NEGOTIATIONS

This is a closed contract and neither party will be required to negotiate on any item during the

~~of this contract unless both parties and all associated Assoc. AFT initial~~

[REDACTED]

The chairperson of the Federation Grievance Committee at Fresno City College and the chairperson of the Federation Grievance Committee at Reedley College shall be released from their regular work duties, with pay, if grievance resolution meetings are scheduled with management during the working hours of the chairperson involved. The parties shall seek to

[REDACTED]

to classes.

The District may, where required, provide substitutes for such classes as may be missed by these

~~For (5) and (2) ... the same number as the District's team, which have a~~

**ARTICLE XI-A  
NONDISCRIMINATION**

Article XI-A, NONDISCRIMINATION, shall remain unchanged except for the following amendments:

The Board and the Federation agree to comply with all pertinent provisions of Title VII and Title

[REDACTED]

Federation agree expressly not to discriminate **illegally** against any faculty member or prospective faculty member on the basis of race, color, creed, national origin, religion, sex, age, political affiliations, marital status, **sexual orientation**, or physical handicap. (TA 10/9/06 1:46 p.m.)

**ARTICLE XI-B  
SAFETY**

Article XI-B, SAFETY, shall remain unchanged except for the following amendments:

**Section 1.**

[REDACTED]

**B. The individual bargaining unit member forwarding a written report of an unsafe condition may request information relating to action(s) taken as a result of his or her report pursuant to the California Public Records Act. (TA 9/22/06, 2:14 p.m.)**

**Section 4. SAFETY REPORTS:**

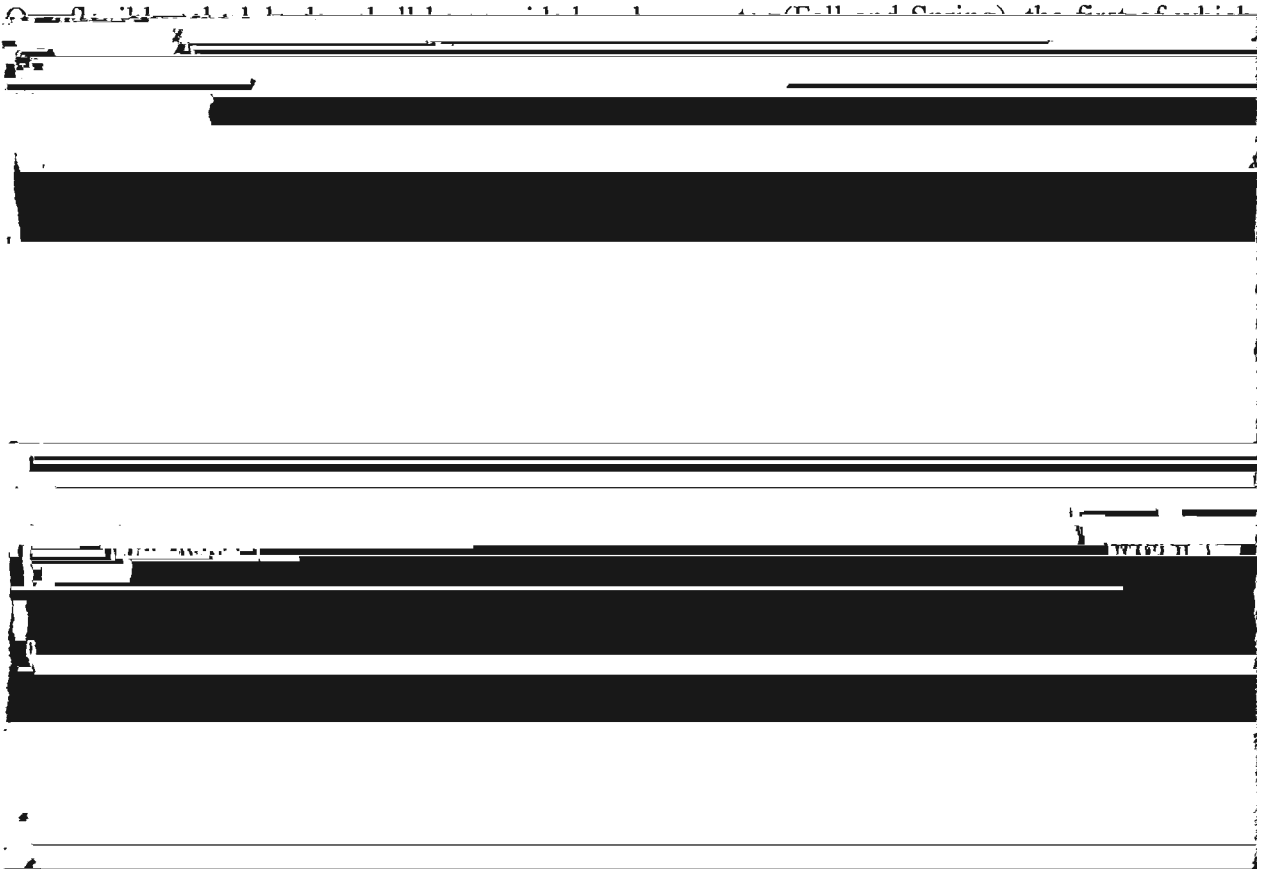
**The District shall make available, pursuant to the California Public Records Act, any annual report in compliance with applicable laws and District safety policies. A copy will be on file and available for inspection, as required by the California Public Records Act, in the office of the Vice Chancellor, Finance & Administration. (TA 8/2/06, 11:36 a.m.)**

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

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

Section 4. All unit members, including special assignment faculty (Article ~~XII~~ XIII, Section 5), are required to perform contractual services forty (40) hours per week, (TA 9/22/06 at 2:20 p.m.)

Section 6. CALENDAR:



provided there is mutual agreement between the ~~immediate supervisor~~ **President/ or Vice Chancellor North Centers or their designee** and unit member. (TA 10/9/05 1:52 p.m.)

C. Course Development Factor: A unit member assigned by the ~~College administration~~ **Vice President of Instruction** to develop or redevelop a course for distance education

[REDACTED]

[REDACTED]

ratio of released time shall be one (1) LHE per one (1) unit of course development.

[REDACTED]

Voluntary Transfer: (TA 10/9/06 3:23 p.m.)

A voluntary transfer is initiated by the unit member.

Any regular or exempt unit member may request a transfer from one (1) college to another.

[REDACTED]

the relevant College President/Vice-Chancellor North Campus. A suitable replacement for the

[REDACTED]

[REDACTED]

position being vacated by the applicant is found. Any such transfer shall be considered

Section 11 PERSONNEL RECORDS (TA 9/22/06 3:00 p.m.)

[REDACTED]

The following material should be obtained for and retained in all certificated/academic

[REDACTED]



3. Written complaints and commendations.
4. Employee response to written complaints.

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

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

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

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1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties.

[REDACTED]

2. The unit member has attained his/her fifty-fifth (55th) birthday;

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

4. The unit member is reaching his/her regular retirement allowance for STRS.

[REDACTED]

5. This benefit terminates on the date the unit member reaches his/her ~~sixty fifth~~ (65th) birthday. **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 ~~sixty five~~ (65). **of Medicare eligibility.**

[REDACTED]

C. If a retiree or covered spouse during the plan for any reason he/she is not eligible for a

[REDACTED]

enrollment.

D. Retirees or surviving covered spouse are required to pay their portion of the health benefit premium quarterly prior to December 20, March 20, June 20, and September 20.

**OPTION 2:**

[REDACTED]

**ARTICLE XVI  
GRIEVANCE PROCEDURE**

Article XVI, GRIEVANCE PROCEDURE, shall remain unchanged except for the following amendments:

Section 5. **FORMAT LEVEL.**

[REDACTED]

D. Level IV – Arbitration

(1) Within fifteen (15) work days after receipt of the decision of the Chancellor, the ~~grievant~~ **Federation** may, upon written notice to the **Associate Vice Chancellor Human Resources** ~~other party~~, submit the grievance to arbitration under and in accordance with the prevailing rules of the **American Arbitration Association**. (TA 10/9/06 3:34 p.m.)

a) **Only the Federation (exclusive representative) may demand arbitration.** (TA 10/4/06 4:27 p.m.)

**ARTICLE XVII  
COMPENSATION**

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

Section 1. Salary

2006-2007 Salary

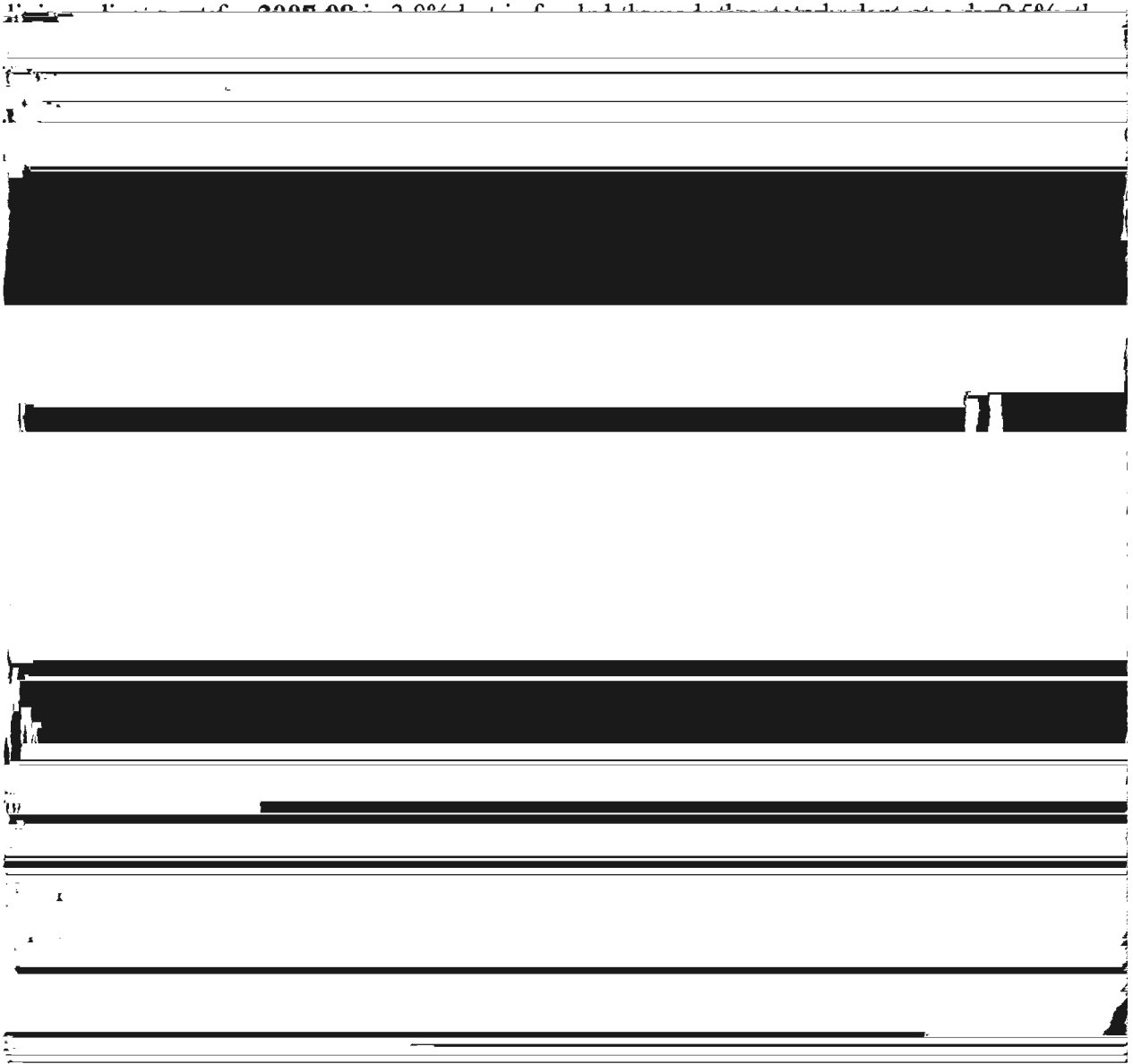
Effective July 1, 2006, the District shall provide for the 2006-2007 school year an increase

[REDACTED]

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

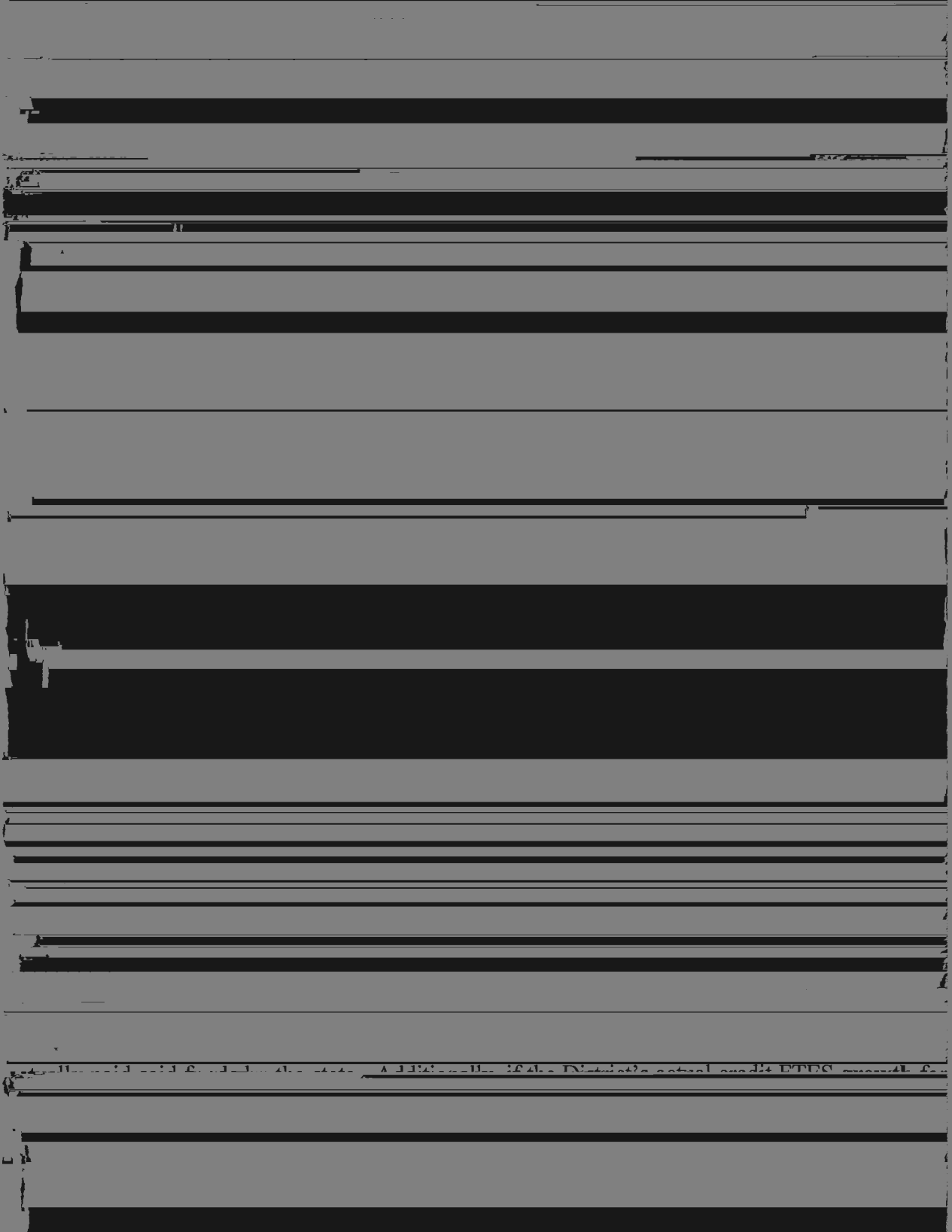
\*Example

The Statutory Cost-of-Living Adjustment for the ~~2006-07~~ school year for California Community Colleges is ~~expected to be 2.41%~~. Suppose the Statutory Cost-of-Living Adjustment for the **2007-08** school year for California Community Colleges is 3.0%, then each cell of the salary schedule in effect for **2006-07** would be increased by the sum of 3.0%. However, if the cost of



each cell of the salary schedule in effect for **2006-07** would be increased by 2.5%. If, at anytime during the term of this Agreement, the unfunded amount of 0.5% is restored or partially restored

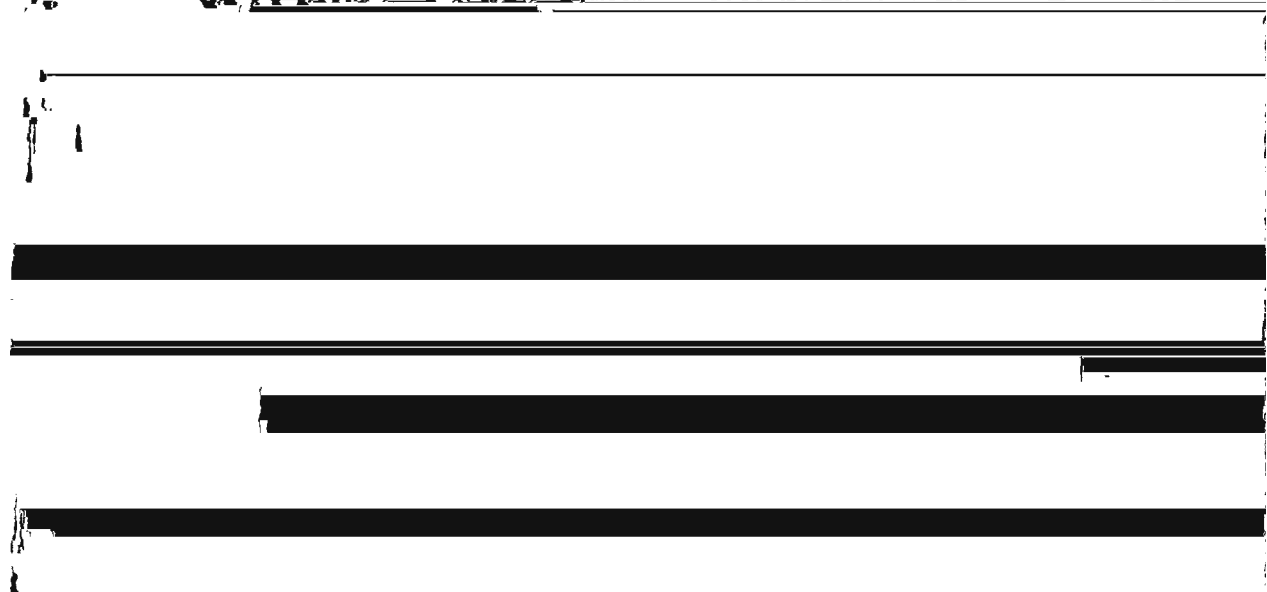
each cell of the salary schedule in effect for **2007-08** would be increased by 2.5%. If, at anytime during the term of this Agreement, the unfunded amount of 0.5% is restored or partially restored and paid to the District, it shall, to the extent paid to the District, be applied retroactively to the



- (5) **Community College Instructor (or Health Services) Partial Fulfillment Credential [requiring a high school diploma plus six (6) years appropriate occupational experience and no additional college units], OR**
- (6) **Community College Limited Service, or Special Limited Service, or Provisional Credential, OR**
- (7) **Certificate of Qualification for Teaching Classes for Adults, OR**
- (8) **Bachelor's degree in a subject area normally taught at the community college level, OR**
- (9)\* **Associate degree plus six (6) years appropriate occupational experience.**

**B CLASS II**

- (1) **Master's degree, OR**
- (2) **Bachelor's degree plus forty-five (45) units subsequent to date of bachelor's degree and Community College Instructor or other appropriate fulfilled credential, OR**
- (3) **Full-time valid vocational teaching credential granted prior to 1971 [e.g., Life Standard Designated Subjects Credential requiring three (3) years appropriate occupational experience] and an associate degree, or sixty (60) units, OR**
- (4) **Full-time valid vocational teaching credential granted prior to 1971 [e.g., five**





CONFIDENTIAL

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

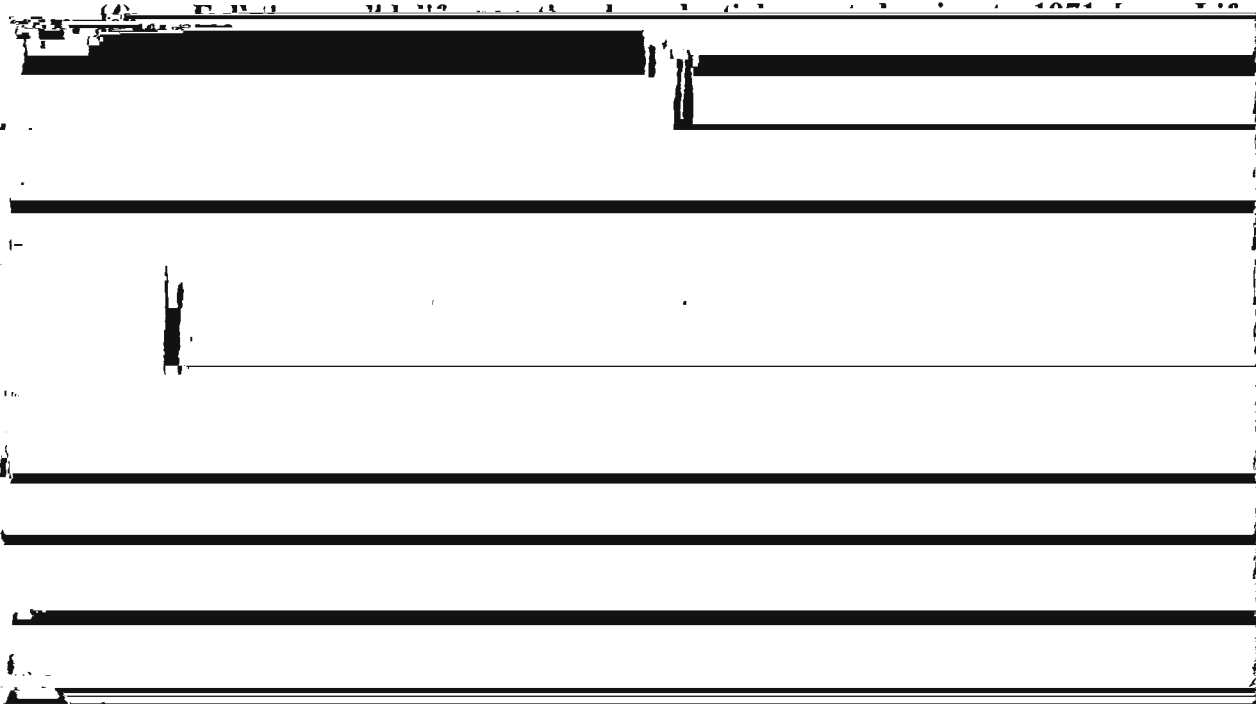
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

examination, twenty-two (22) units of professional college counsel], and a master's degree, OR

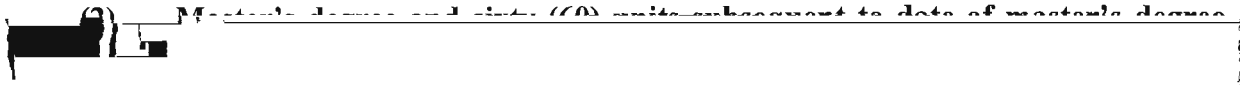


Vocational Class A Credential requiring forty-eight (48) months teaching experience of which twenty-one (21) are in California, and twenty-eight (28) units of professional college courses], plus forty-five (45) units subsequent to completion of the credential requirements, OR

- (5)\* Community College Instructor Credential plus a master's degree and two (2) years appropriate occupational experience.
- (6)\* Master's degree and four (4) years appropriate occupational experience.



- (1) Earned doctorate's degree, OR



**ARTICLE XVIII  
RETIREMENT AND RETIREES**

Article XVIII Retirement and retirees shall remain unchanged except for the following



amendments:

**Section 1. EARLY RETIREMENT:**

Unit members may elect to retire before the mandatory retirement age pursuant to the provisions of the State Teacher's Retirement Law and upon such early retirement the unit member's service with the District shall be considered terminated due to his/her taking early retirement.

**Section 2. RETIREMENT CONTRIBUTION:**

Unit members are required to contribute to the California State Teacher's Retirement System as provided by State Teacher's Retirement Law. The District will contribute such

\_\_\_\_\_ sums to the State Teacher's Retirement System as is required by law.

SECTION 1. EARLY RETIREMENT PROGRAM

2 Early retirement consultants shall be guaranteed annual renewable contracts

[REDACTED]

of the District and providing the consultant=s work is performed in a

- 5 The following formula shall be used to determine the number of days, to the nearest whole figure, to be performed by the consultant.

$$\frac{\text{(Not including doctorate)}}{\$7500} = \frac{177 \text{ Days}}{\text{x contract days}}$$

The actual dates of service will be determined on a mutually agreed-upon basis.

- 6 ~~The only retirement consultant may choose to discontinue this program~~

at the end of any contract year.

position requiring membership in this system for a total of at least five years without a break in service. For purposes of this subdivision

sabbatical and other approved leaves of absence shall not constitute a

break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed by this section.

- (4) The option of a reduced load contract shall be exercised at the request of the member and can be revoked only with the mutual consent of the employer and the member.

(f) ~~\_\_\_\_\_~~ Reduced load contracts issued under this section must constitute at

work status with the District. Persons on a reduced load contract, in accordance with Section 5 immediately above, shall not be eligible to participate in this program.

[REDACTED]

installment shall be paid shortly after separation. The second installment shall be paid in January of the tax year following retirement. To be eligible to receive the incentive stipend, the retiree must have applied for S.T.R.S. retirement and must begin receiving his/her S.T.R.S. retirement allowance immediately following retirement separation from the District.

Age on effective  
date of retirement:

[REDACTED]

must be mutually agreed upon on an individual basis at the discretion of the college president.

bargaining unit members shall be in effect for the term of this contract only, and shall expire at the end of the academic year on June 30, 2009, and shall thereafter ~~not be considered a status quo by the parties~~

## ARTICLE XIX INTELLECTUAL PROPERTY RIGHTS

Article XIX, INTELLECTUAL PROPERTY RIGHTS, shall remain unchanged except for the following amendments: (TA 10/9/06 2:02 p.m.)

### 6.0 Responsibilities

#### 6.1 Registration of copyright

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

#### 6.2 ~~Acquiring and paying for necessary rights from third parties~~



**EXHIBIT A  
UNIT COMPOSITION**

Exhibit A, UNIT COMPOSITION, shall remain unchanged except for the following amendments:

First contract, second contract, third contract, fourth contract, regular teachers, counselors, librarians, and school nurses who were employed full-time on Salary

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[REDACTED]

Name of bargaining unit: **SCFT Local 1533, CFT/AFT, AFL-CIO Full-Time**

[REDACTED]

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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT ITEM NO. 06-50  
[REDACTED]

State Center Federation of Teachers Part-Time  
Faculty Bargaining Unit, and Public Hearing

EXHIBIT: Disclosure of Collective Bargaining Agreement

Section 3. Reopener Negotiations


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

**ARTICLE XV  
COMPENSATION**

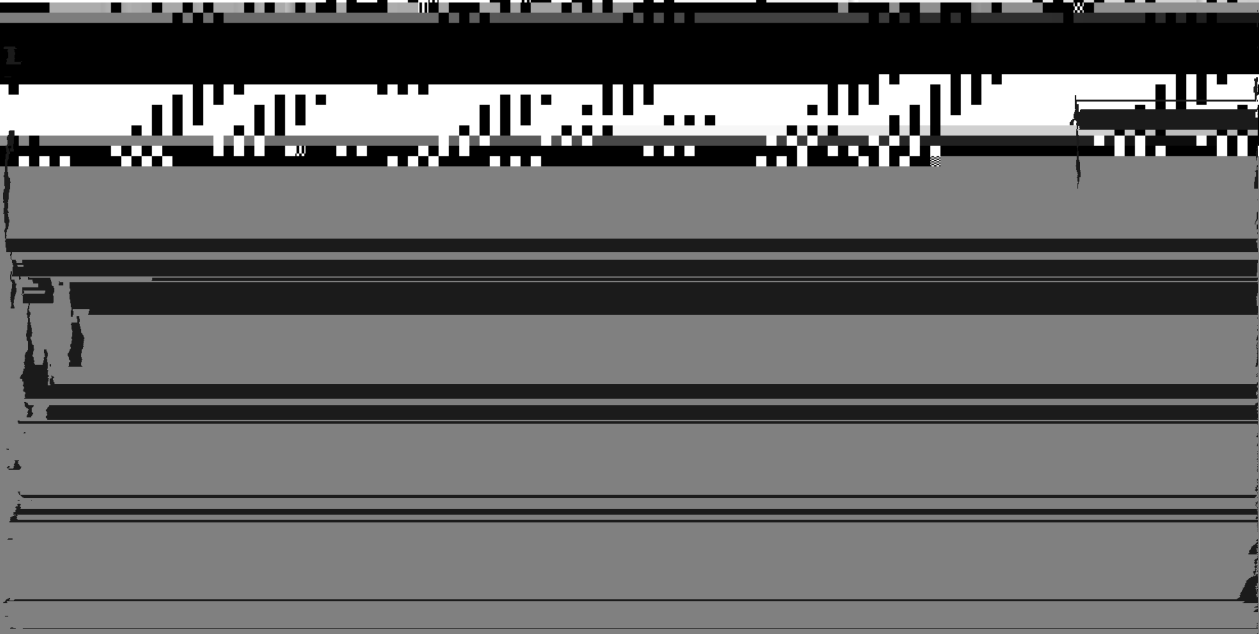
Section 1. SALARY

2006-2007 Salary

Effective August 14, 2006, the District shall provide for the 2006-2007 school year an increase

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to 2007 to equal that of the 2005-2006 school year schedule which was in effect during the 2005-2006 school year.

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0.83%) and each cell of the salary schedule for the 2007-08 school year shall be increased by an

~~0.83% effective 7/1/07~~

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Equivalents (LHE's) in Fall semester **2006** and Spring semester **2007** in a manner consistent with an agreed upon Memorandum of Understanding entered into by the parties regarding this subject for the 2003-2004 school year. Under no circumstances shall the District be required to provide more money to part-time and overload faculty in excess of the District's allocation actually received.

Any distribution of money for that excess received in the 2007-08 and 2008-09 shall be made

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

in the same manner as set forth above.

**SALARY DISPUTE**

Any dispute pertaining to the salary provisions contained herein for the **2006-07, 2007-08** and **2008-09** school years is subject to the Grievance Procedure of this Agreement except; however,

[REDACTED]

[REDACTED]

[REDACTED]

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

State Center Community College District

Name of bargaining unit: **AFT Part-Time Bargaining Unit**

What are the effective dates of the proposed agreement? From **7/1/06** to **6/30/09**

Date of public meeting: **11/7/06** Date disclosure available: **10/31/06**

Disclosure prepared by: **Randy Rowe**

A. Proposed change in salary

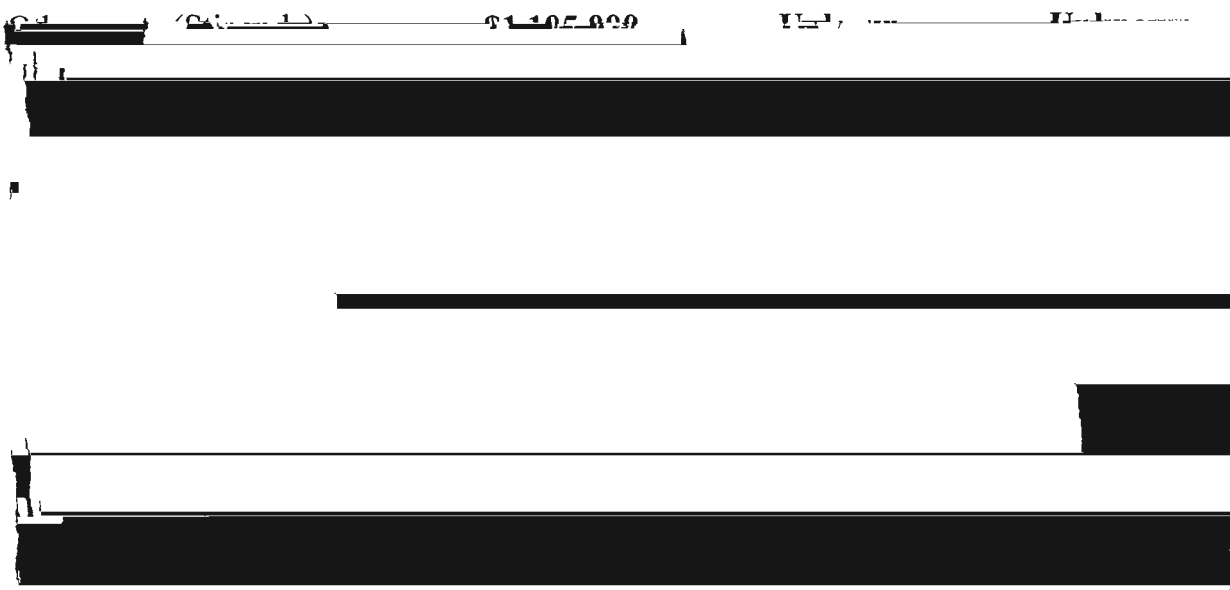
Indicate the percentage salary change over the prior year salary schedule for the current and subsequent fiscal years. Are the costs on-going or one-time costs?

Year of proposed agreement	2006-2007	2007-2008	2008-2009
Percentage salary change	7.92%	COLA+1%(Growth)	COLA+1%(Growth)
On-going or one-time costs?	On-going	On-going	On-going

B. Cost of agreement

Indicate the costs of salary and benefit improvements that would be incurred under the agreement for the current and subsequent fiscal years. The total cost of the agreement shall be the same as the total cost reported on the SPI form Impact of Salary Settlement on the School District Budget.

Year	2006-2007	2007-2008	2008-2009
Salary	\$962,000	Unknown	Unknown
Benefits	N/A	N/A	N/A



STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon

PRESENTED TO THE BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT Disclosure of Collective Bargaining  
Agreement, California School Employees  
Association #379, and Public Hearing

ITEM NO. 06-60



The District recognizes the CSEA 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

[REDACTED]

changed position designation disputes prior to such disputes being submitted to the Public Employment Relations Board for decision.

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

[REDACTED]

bonafide emergencies necessitating CSEA assistance, the designee shall be

released.

CSEA and the Associate Vice Chancellor Human Resources shall serve as

Members of the bargaining unit employed less than five (5) hours a week and/or but less

designees for the purposes of such release time.

CSEA shall have the right to designate members, the number to be determined by the ground rules, which shall be given mutually, agreed upon released time to participate in meet and negotiate sessions.

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.

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.

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

~~days~~ ~~from the reporting time.~~ ~~Days absent because of illness shall inform~~

1

11

12

13

14

15

their supervisor in a timely manner as to when they expect to return to work.

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

performing the duties required of his/her regular position. A member absent for more than five (5) workdays shall notify the District of his/her approximate return date.

“Health Care Provider” means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to

[REDACTED]

[REDACTED]

[REDACTED]

to practice, and performing within the scope of their practice, under state law

At the discretion of the District, members of the bargaining unit may be required

[REDACTED]

[REDACTED]

Insurance in accordance with Article 31. A member ~~is required to~~ **may** request an unpaid health leave of absence while on Long-Term Disability Insurance.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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.)

bargaining unit member (Donee) suffers from a medical condition consistent with the provisions set forth below.

A. Definitions

[REDACTED]

E. An illness that is expected to incapacitate the bargaining unit member

[REDACTED]

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

condition will likely continue to incapacitate the employee for an extended period of time.

G. District Responsibility:

1. The District and CSEA shall jointly request donations for the

[REDACTED]

Section 1. Posting of Notice

Notice of all vacancies shall be posted on bulletin boards in prominent locations at each District job site together with the normal use of newspapers and bulletins for public



Seniority credit shall be added to the final passing score of candidates currently employed by the district. A score of 75 is considered the minimum passing score. Seniority credit

[REDACTED]

shall be calculated in the amount of one-half point for each full year of service of a

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

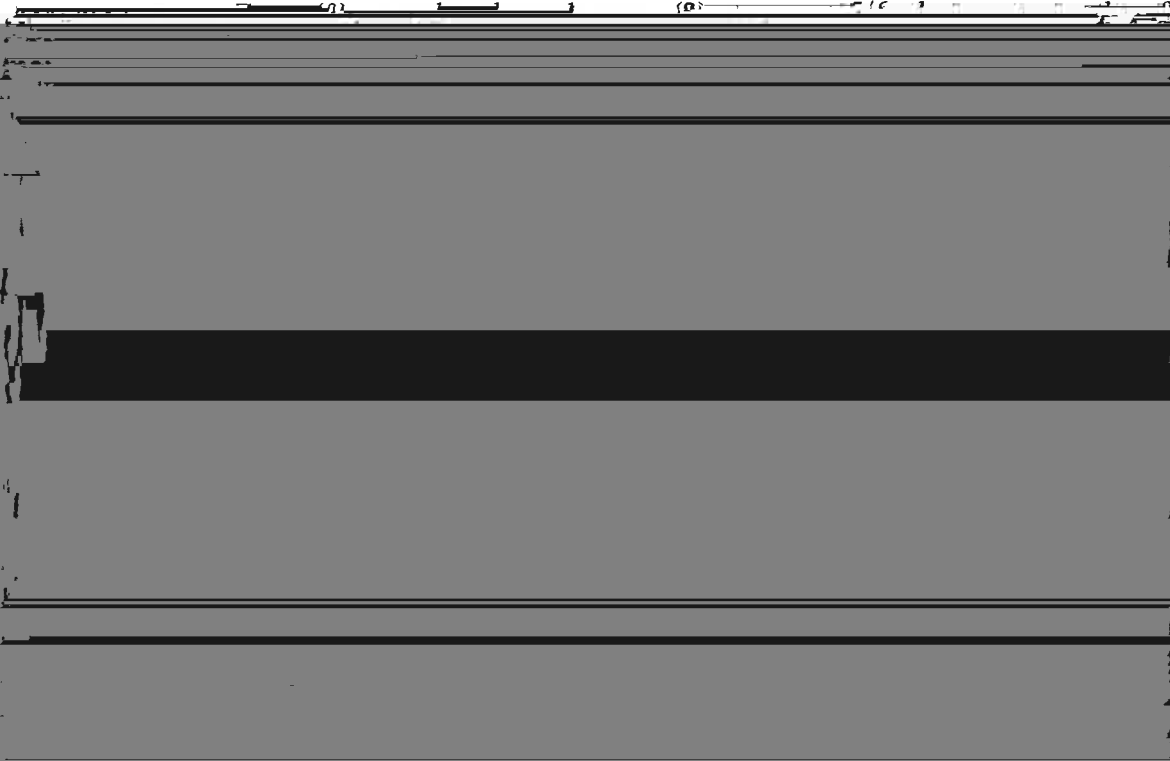
~~Section 6 Establishment of Eligibility Lists~~

~~All applicants with a passing score shall be placed on the eligibility list in order of their relative merit as determined by competitive examination. Appointments shall be made from the first three (3) ranks (rule of 3) on the eligibility list, and bargaining unit applicants who are actually interviewed pursuant to Section 3B, who are ready and~~

~~willing to accept the position.~~

~~Following completion of the examination and the establishment of the eligibility list, the~~

1. 12 Month Employees<sup>1</sup>

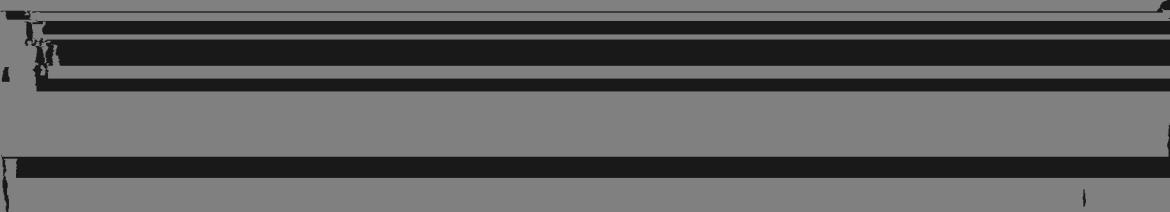


employment (10 days/80 hours)

- 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)

D. Vacation Scheduling

Vacations shall be scheduled by the employee and approved by the immediate Supervisor



Vacation time may be taken in increments of one (1) hour.

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 29**  
**HOURS OF WORK**

ARTICLE 29, HOURS OF WORK, shall remain unchanged except for the following amendments.

[REDACTED]

an equitable a rotational basis, based on the knowledge and skills (relationship to the assignment) or those members in the unit desiring to work overtime. However, the supervisor may assign overtime as needed and the employee may not refuse overtime if he/she is given reasonable notice, except during an emergency (reasonable is defined as the previous day). In the event of mandatory assignment of overtime, a member may elect a choice to take compensatory time off in lieu of cash compensation for overtime

17. (b) (5) - (D) plan insurance coverage shall remain in effect during approved leaves

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

qualified plan members may, in accordance with insurance carrier requirements

B. Equal term life insurance coverage shall remain in effect during approved leaves

[REDACTED]

providing unit members pay in accordance with insurance carrier requirements.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

District and unit member premium contributions, except as otherwise provided.

C. Unit members and their dependents shall become eligible for life benefits following

After 3 years  
After 4 years  
After 5 years

eligible up to three (3) years  
eligible up to four (4) years  
eligible up to age sixty-five (65)

receive the benefits of Section 7B if the retiree meets all the conditions stated in Section 7B.

B. The District shall contribute a maximum sum of One Thousand Six Hundred

~~(03-600-00)~~  
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who retire after July 1, 2000. The unit member may waive the health insurance

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

- 3 The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement;
- 4 The unit member is receiving his/her regular retirement allowance from PERS;
- 5 This benefit terminates on the date the unit member reaches ~~his/her sixty-fifth (65th) birthday~~ **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 ~~sixty-five (65)~~ **of Medicare eligibility**.

B Unit members who elect Option 2 which provides an enhanced pre-age ~~sixty-five (65)~~ **of Medicare eligibility** contribution toward health coverage, are not eligible ~~for District contribution toward the health insurance supplement to Medicare~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

meeting in March 2009 and the Board shall hold the public hearing on the proposal at the next regular board meeting.

If, during the term of this Agreement, the Personnel Commission is terminated, the parties agree to negotiate articles for classification, and reclassification.

**ARTICLE 34  
PAY AND ALLOWANCES**

ARTICLE 34, PAY AND ALLOWANCES shall remain unchanged except for the following amendments.

Compensation for members of the Classified Bargaining Unit shall include but not be limited to \_\_\_\_\_

- A. salary
- B. step and longevity
- C. salary/wage-fringe impact
- ~~D. health and welfare benefits~~

~~E D~~ additional costs as related to the implementation of the Agreement (includes step/longevity increase)

A. ~~2003-2004 Salary and Medical Benefits~~  
If the full-time faculty bargaining unit, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2002-2003 fiscal year and that increase is applied

If the full-time faculty bargaining unit, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2002-2003- 2005-2006 fiscal year, and that increase is applied and becomes effective during the 2003-2004

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2005-2007 fiscal year, that same increase percentage to each cell shall also be applied to each cell of the 2003-2004 2006-2007 classified salary schedule.

B. 2004-05 Salary

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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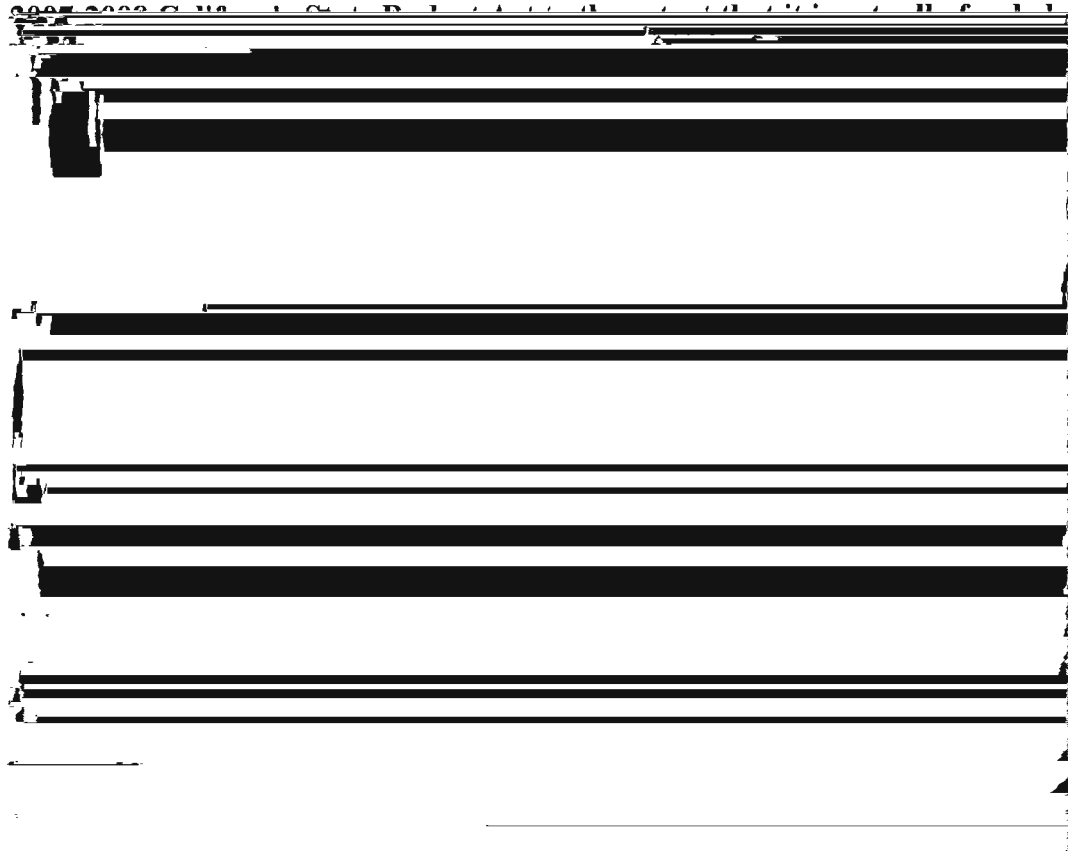
[REDACTED]

[REDACTED]

[REDACTED]

Apportionment Report (P2) for the previous year's actual credit FTES by 3%, the District will increase each cell of the 2006-2007 salary schedule by an additional 1% effective July 1, 2007. If the actual credit FTES growth is less than 3%, the 1% increase will only be paid in the same ratio the actual growth bears to 3%.

The Statutory Cost-of-Living Adjustment shall be defined as that percentage amount included for California Community Colleges as contained in the



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

**\*Example**

Suppose the Statutory Cost-of-Living Adjustment for the 2007-08 school year for California Community Colleges is 3.0%, then each cell of the salary schedule in effect for 2006-07 would be increased by the sum of 3.0%. However, if the cost of living adjustment for 2007-08 is 3.0% but is funded through the state budget at only 2.5%, then each cell of the salary schedule in effect for 2006-07 would be increased by 2.5%. If, at anytime during the

salary schedule by an additional 1% effective July 1, 2005. If the actual credit FTES growth is less than 3%, the 1% increase will only be paid in the same ratio the actual growth bears to 3%.

The Statutory Cost of Living Adjustment shall be defined as that percentage

as contained for California Community Colleges as contained in the 2005-06

the 2004-05 school year

amount included for California Community Colleges as contained in the 2005-06 California State Budget Act to the extent that it is actually funded.

\*Example

The Statutory Cost of Living Adjustment for the 2004-05 school year for California Community Colleges is expected to be 2.41%. Suppose the Statutory

you  
Community Colleges is 3.0% then each cell of the salary schedule in effect for

If the full-time faculty bargaining unit, and/or management and/or confidential employees, receives an increase to each cell of their respective salary schedules which were in effect during the 2007-2008 fiscal year and

that increase is applied and becomes effective during the 2008-2009 fiscal year, that same increase percentage to each cell shall also be applied to each

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.

CSEA and the District agree to set up a committee to study the feasibility of bilingual

[REDACTED]

bargaining teams by July 1, 2005. The committee will consist of not more than six members. Of these, three will be appointed by the Associate Vice Chancellor Human

[REDACTED]

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:

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Actual unit value;

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

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

C. Proficiency examinations/certificates of achievement:

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

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

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

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

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

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

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

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

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:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

Recommendation:

At this time it is appropriate to open the meeting for input from the public relative to the settlement. Following the opportunity for public input no action is necessary as the proposal will be considered in closed session.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

State Center Community College District

Name of bargaining unit: **CSEA Bargaining Unit Chapter #379**

What are the effective dates of the proposed agreement? From **7/1/06 to 6/30/09**

Date of public meeting: **11/7/06** Date disclosure available: **10/31/06**

Disclosure prepared by: **Randy Rowe**

A. Proposed change in salary

Indicate the percentage salary change over the prior year salary schedule for the current and  
\_\_\_\_\_ to maintain one-time costs?

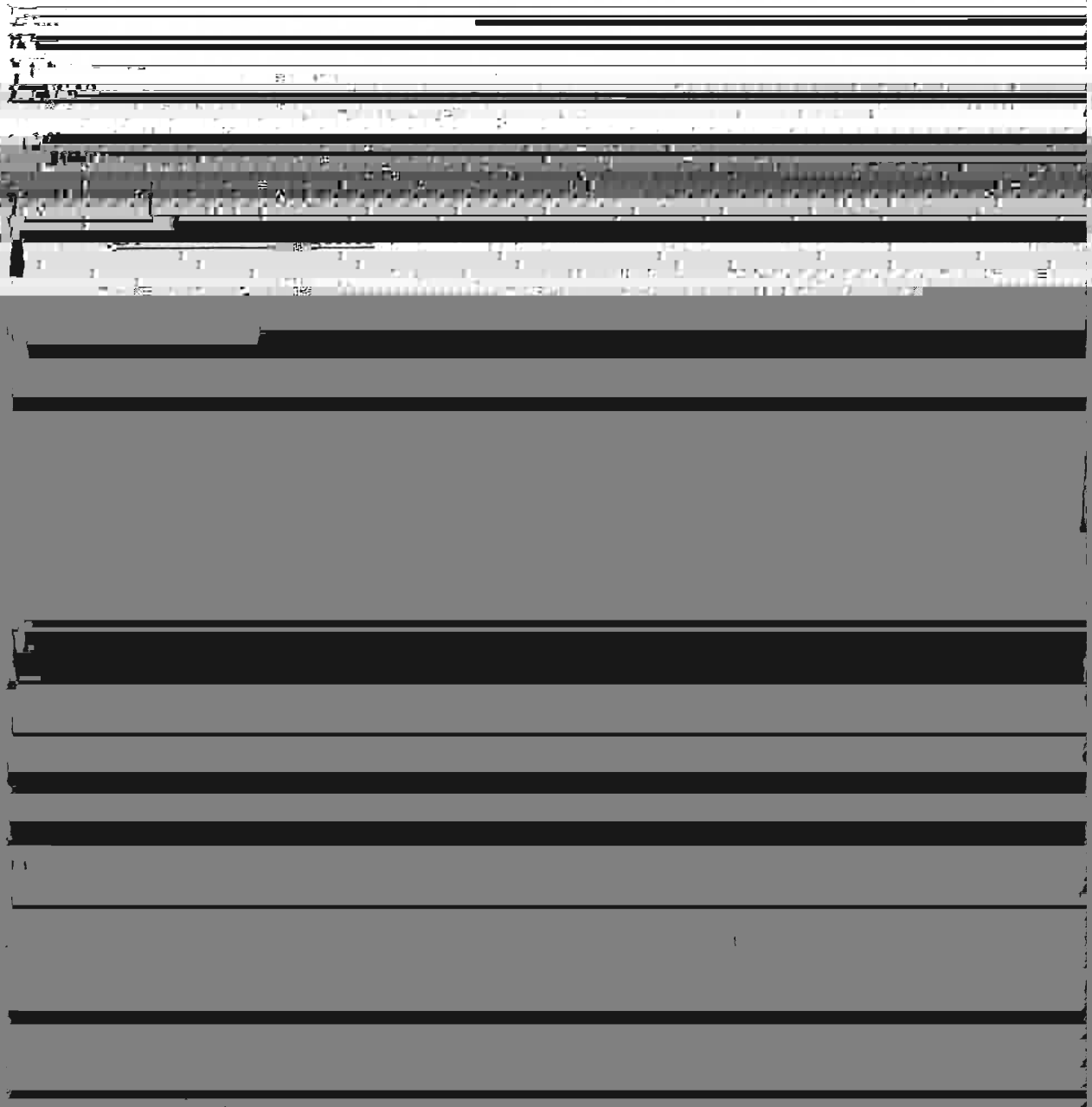
STATE CENTER COMMUNITY COLLEGE DISTRICT

1505 E. WILSON

Fresno, California 93704

**Conflict of Interest**

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which can be incorporated by reference, and which may be amended by the Fair Political



**Conflict of Interest** (continued)

**Appendix** (continued)

Designated Employees (continued)

Disclosure Categories (continued)

<u>Designated Employees</u> (continued)	<u>Disclosure Categories</u> (continued)
<b>College Business Manager</b>	1, 2, 3
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

Fresno City College

President	1, 2, 3
Dean Vice President of Instruction	2, 3
Associate Deans of Instruction	2
Associate Deans of Students	2
Dean Vice President of Student Services	2, 3
Vice President of Administrative Services	2, 3
Director of Grant Funded Education	2, 3

**Conflict of Interest** (continued)

**Appendix** (continued)

North Centers

Vice Chancellor, North Centers

a, 4

Dean, Vice President of Instruction & Student Services

2, 2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Associate Dean of Instruction

2

Associate Dean, Student Services

2

Assistant College Business Manager

2, 3

Consultants

Disclosure Categories

Category 1

A designated employee assigned to this category shall disclose:

- a. Interest in real property.
- b. Investments in business positions, in business entities or income from sources which engage in building construction or design.

[REDACTED]



**Conflict of Interest (continued)**

[REDACTED]

**Appendix (continued)**

Category 3

A designated employee assigned to this category shall disclose investments and business activities, in business entities or income from services which are contractors or subcontractors

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

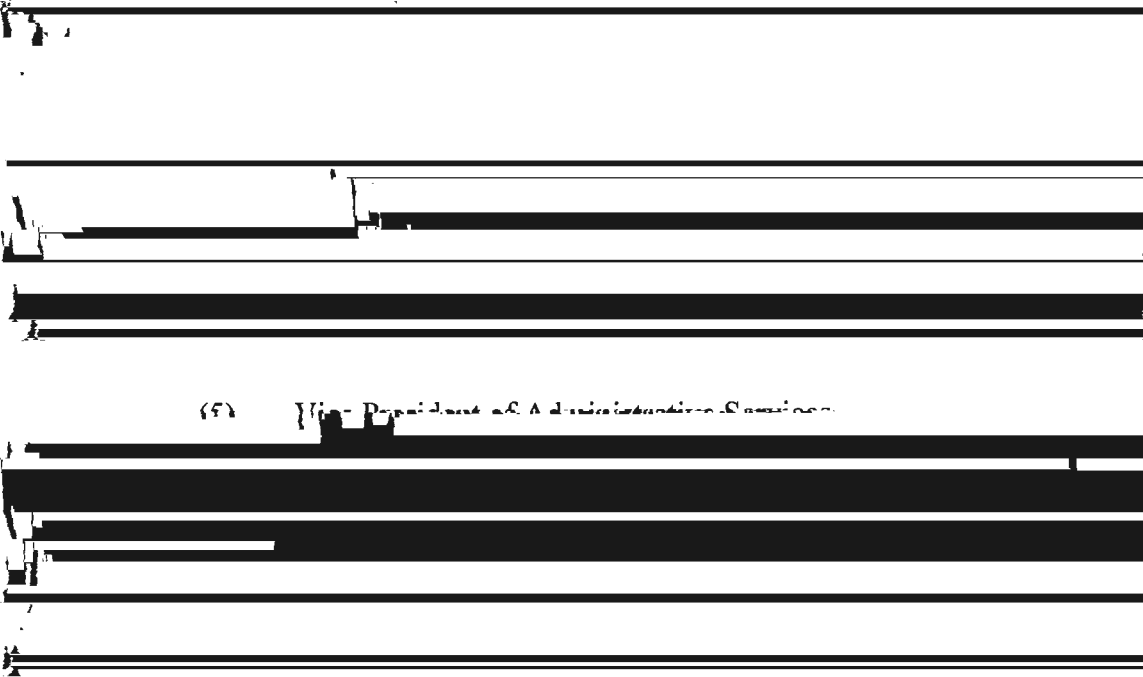
[REDACTED]

NOTICE OF INTENT TO AMEND  
THE STATE CENTER COMMUNITY COLLEGE DISTRICT  
CONFLICT OF INTEREST CODE  
BOARD POLICY NUMBER 4340/9240

The District proposes to amend its existing Conflict of Interest Code (Board Policy 4340 and 9240) by adding new Designated Employee positions to be covered under the Disclosure reporting categories and deleting certain positions

- A. Delete: (1) District Associate Dean, Human Resources  
(2) Dean, Admissions & Records  
(3) Associate Deans of Students  
(4) Associate Deans of Instruction  
(5) College Business Managers  
(6) Executive Director, Training Institute

- Add: (1) District Dean, Human Resources  
(2) Vice President of Admissions & Records  
(3) Vice Presidents of Instruction  
(4) Vice President of Student Services



(5) Vice President of Administrative Services

- (6) Director of Environment Health & Safety  
(7) Director of Technology  
(8) Director Training Institute

STATE CENTER COMMUNITY COLLEGE DISTRICT

1525 E. Weldon

Fresno California 93704

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

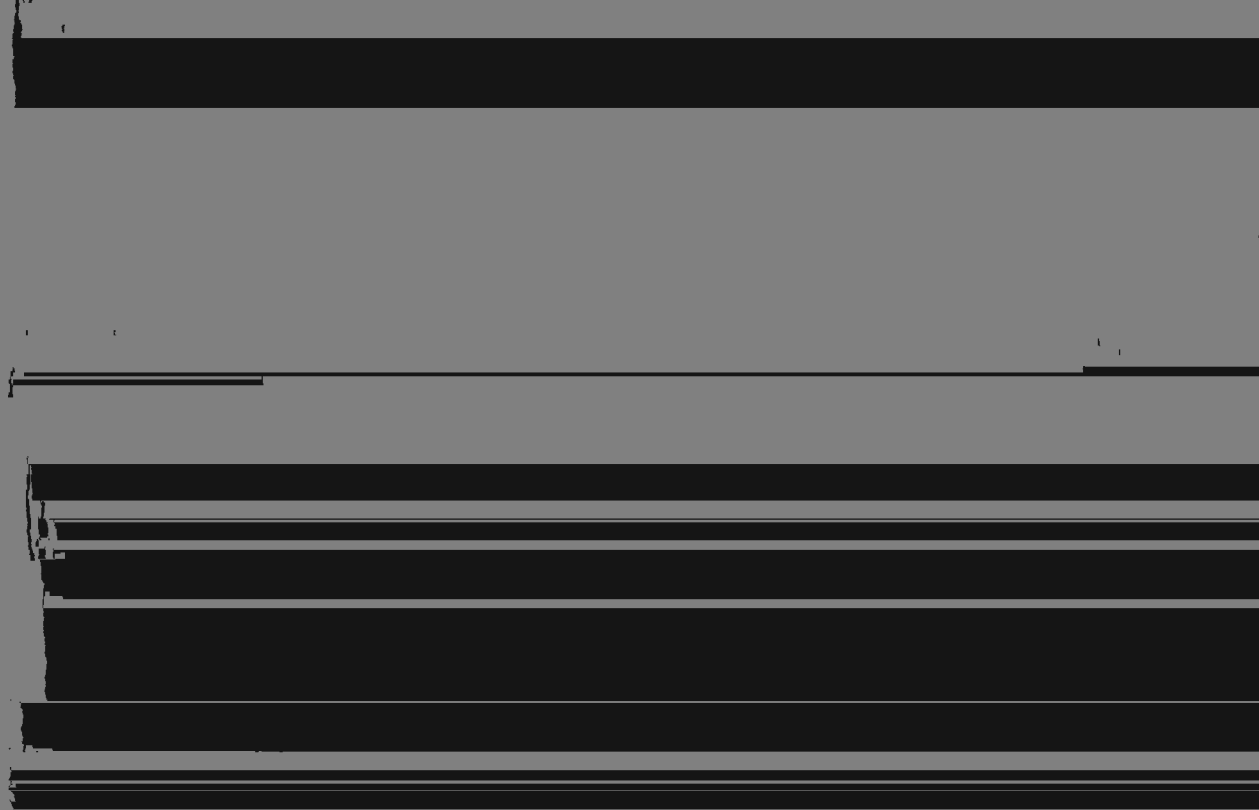
SUBJECT: Acknowledgment of Quarterly Financial  
Status Report, General Fund

ITEM NO. 06-62

EXHIBIT: Report

Background:

Enclosed is the September 30, 2006, Quarterly Financial Status Report (CCFS-311Q) for the District General Fund, as required for community college districts (ECS 84043). In accordance with State instructions, a copy of the report is forwarded electronically to the State Chancellor's



Fiscal Year: 6-07  
 Quarter Ended: Sep

10,663,342	114,571,197	123,34	954	136,786,713
				2,128
				3,841
				5,179
				2,003
				9,182
				11,609,659
7,997,006	20,981			28,025,777
7,997				0
				28,025,777
				5,436
				31.5%
				2,288
				0
				5,934,931
				0
				5,934,931
				24%
				49%
				24%
				24%
				3%
				23%

As of the specified quarter ended 9/30/2004-05

Fund Balance:  
 8100, 8600, 8800  
 (1000-6000)  
 7500, 7600  
 (2)  
 resident)  
 cted)

10,663,342	114,571,197	123,34	954	136,786,713
				2,128
				3,841
				5,179
				2,003
				9,182
				11,609,659
7,997,006	20,981			28,025,777
7,997				0
				28,025,777
				5,436
				31.5%
				2,288
				0
				5,934,931
				0
				5,934,931
				24%
				49%
				24%
				24%
				3%
				23%

As of the specified quarter ended 9/30/2004-05

Fund Balance:  
 8100, 8600, 8800  
 (1000-6000)  
 7500, 7600  
 (2)  
 resident)  
 cted)

district set up any new contracts during this quarter? No

38

1.0%	0	0.0%	0	0.0%
3.0%	0	0.0%	0	0.0%
3.0%	0	0.0%	0	0.0%

39

1.0%	0	0.0%	0	0.0%
3.0%	0	0.0%	0	0.0%
3.0%	0	0.0%	0	0.0%

justify the revenue

audit findings or legal COPs, etc.)? No

district fiscal problems that must be addressed this year? No

district h

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

**CERTIFICATION**

District : 570 State Center Community District

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, and afforded the opportunity to be discussed and entered into the minutes of that meeting.

3 b

Date

11-17-06

Date

Report Ended: September 30 2006

Governing Board Meeting Date: 11/7/06

LOC.GRP: 1 - District Office

	YTD Encumbran	MTD Actual	YTD Actual	Annual Budget	Available % Avail
Academic Sal	0	98,155.10	294,112.97	2,234,117.00	1,940,004.03 86.84
Classified S	0	598,457.14	1,787,021.48	7,163,546.00	5,376,524.52 75.05
Employee Ben	14,759	338,911.97	966,668.39	3,076,035.00	2,094,607.33 68.09
Supplies & M	421,350	46,833.91	118,012.21	559,362.00	19,998.90 3.58
Other Oper E	786,542	447,885.13	1,964,416.56	7,112,744.00	4,361,785.32 61.32
Hospital Outl	51,530	21,882.57	51,331.60	921,156.00	818,293.77 88.83
Other Outgo	0	0.00	0.00	4,247,003.00	4,247,003.00 100.00
=====					
District Office	1,274,182	1,552,125.82	5,181,563.21	25,313,963.00	18,858,216.87 74.50
=====					

RP: 2 - Fresno City College

FD Actual	A	Bget	Available & Avail
7,285.56	40	.00	31,543,252.98
1,594.90	15	.00	11,475,164.10
2,045.53	14	.00	11,356,950.47
1,105.05	1	.00	909,574.11
2,656.24	5	.00	3,046,635.58
1,477.38	2	.00	1,346,676.87
1,332.21	1	.00	1,593,617.56
1,496.87	81	.00	61,271,871.67
			75.57



	Encumbrances	MTD Actual	YTD Actual	Annual Budget	Available	Page
Salaries	0.00	1,364,841.60	273,660.79	13,570,009.00	10,296,348.21	1.88
Benefits	0.00	505,111.13	446,841.27	6,046,214.00	4,599,372.73	5.07
Materials	0.00	442,874.90	252,637.22	5,501,174.00	4,248,536.78	7.23
Exp & Service	203,260.68	107,273.19	217,989.00	1,002,397.00	581,147.32	7.98
Travel	398,749.85	187,616.64	392,799.99	1,695,582.00	904,032.16	1.32
Other	39,256.44	52,592.74	299,996.57	728,001.00	388,747.99	1.40
Total	299,016.00	40,500.00	54,448.07	688,693.00	335,228.93	1.68
=====						
Page	940,282.97	2,700,810.20	1,938,372.91	29,232,070.00	21,353,414.12	1.05
=====						



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

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT: Continuation of Academic Agreement for

ITEM NO. 06-62

[REDACTED]

EXHIBIT: None

Background:

Key components of the Coca-Cola proposal include: 1) sponsorship funding to support student activities, 2) necessary equipment for cafeteria and vending operations, 3) continuous vending commissions and rebates, 4) scholarship funding, and 4) competitive pricing for cafeteria, athletic and retail sales. Coca-Cola has proven to be a supportive partner to the District and its students.

~~Renewal of this contract with Coca-Cola will allow for a seamless move to the new five year period~~

[REDACTED]

[REDACTED]

[REDACTED]

without disruption to the current programs and equipment in place. As in the past, the funding received from this pouring rights contract will not be held or used at the District level. Revenue received is distributed proportionally to all campuses. The campuses use these monies to fund student clubs, field trips, equipment, scholarships, and other activities.

[REDACTED]

STATE CENTER COMMUNITY COLLEGE DISTRICT  
1525 E. Weldon

Fresno, California 93704

[REDACTED]

PRESENTED TO BOARD OF TRUSTEES

DATE: November 7, 2006

SUBJECT Consideration to Authorize Agreement with  
Consultant for Hazardous Material Survey and  
Inspection, Old Administration Building,  
Fresno City College

ITEM NO. 06-64

EXHIBIT: None

Background:

The administration has recently completed evaluations of Request for Qualifications #0607-04, Hazardous Material Survey/Inspection Services. This RFQ for professional services was advertised

[REDACTED]

[REDACTED]

As with many contracts involving professional services, total contract amounts are often difficult to predict. To help contain project costs, the District asked the consultants to identify the costs of

\_\_\_\_\_ The number of the actual tests cannot be determined

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$10,000.00

\$ unknown

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

until initial sampling is performed and follow-up testing is conducted. Areas to be tested include floor tiles, floor mastic, plaster, roofing materials, wall interiors and paint for the presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_