



Butte-Glenn Community College District
3536 Butte Campus Drive
Oroville, CA 95965

BOARD OF TRUSTEES

NOTICE OF REGULAR MEETING

June 30, 2021 | 3:00 p.m.

Teleconference

Trustees and select staff: District Board Room, Student and Administrative Service Building

Butte College is a student-centered learning institution which provides quality education and support services that are continuously evaluated and improved, to prepare students to be productive members of a diverse, sustainable, and ever-changing global society. We provide career and transfer pathways for students to become life-long learners and critical thinkers through the mastery of basic skills, workforce training, and the achievement of degrees and certificates.

This meeting is being conducted by teleconference
Meeting Link: <https://cccconfer.zoom.us/j/585525830>
iPhone one-tap: +12532158782,585525830#
Telephone Dial: +1 312 626 6799 (US Toll);
Meeting ID: 585 525 830

Notice: This meeting will be held in accordance with Executive Order N-25-20, N-29-20 and N-33-20 issued by California Governor Gavin Newsom on March 12, 17, and 19, 2020, the Ralph M. Brown Act, and the Federal American With Disabilities Act.

The teleconference is open to the public and any member of the public has an opportunity to address the Board of Trustees by emailing their comment to Shannon McCollum at mccollumsh@butte.edu **24 hours** before the start of the meeting.

Public comment must be submitted in advance, no later than 24 hours before the start of the meeting and must be no more than 250 words, via email to: mccollumsh@butte.edu. Please submit the following information:

1. Your name; 2. Meeting Name and Date; 3. Agenda Item Number; 4. Comment (no more than 250 words)

Such comments will be read by District staff during the appropriate time during the meeting. Upon entry into the meeting; all computers and telephones except for the Board of Trustees, the Superintendent-President, and essential staff shall be muted.

AGENDA

Call to Order

Mr. John Dahlmeier, President
Ms. Julie Boss, Vice President
Mr. Rick Krepelka, Clerk
Mr. John Blacklock
Mr. Michael Boeger
Mr. Eugene Massa
Mr. William McGinnis

Pledge of Allegiance to the Flag

1. **Agenda Approval**

2. **Measure J**

2020-21 Measure J Citizens' Bond Oversight Committee	Information	21-8132
Report and Annual Status Report		

3. **Communications from the Public – Consent Agenda**

This time is set aside for comments on the Consent Agenda. The Board may undertake discussion only to provide clarification to the public or schedule a matter for a future meeting.

Public comment must be submitted in advance, no later than 24 hours before the start of the meeting and must be no more than 250 words, via email to: mccollumsh@butte.edu.

4. **Approval of Consent Agenda**

Approval of Minutes May 19, 2021	Action	
Approval of Warrants	Action	21-8133
Ratification of Contracts	Action	21-8134
Quarterly Financial Status Report for the Quarter Ended March 31, 2021	Action	21-8135
Donation of District Personal Property: Miscellaneous Electronic Equipment	Action	21-8136
Reappointment of Measure J Citizens' Bond Oversight Committee Members	Action	21-8137
Approval and/or Ratification of Personnel Actions <u>Management</u> <i>Employments and working out-of-class</i> <u>Academic Employees</u> <i>Employments</i> <u>Classified Employees</u> <i>Employments and working out of class</i> <u>Temporary Employees</u> <i>Substitutes, Short Term/Seasonal, and Professional Expert</i>	Action	21-8138

5. **Information-Reports**

Academic Senate President's Report
Classified Senate President's Report
Superintendent/President's Report
Board Comments

6. **Communications from the Public**

At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Public comment must be submitted in advance, no later than 24 hours before the start of the meeting and must be no more than 250 words, via email to: mccollumsh@butte.edu.

7. **Contracts**

Approval of Contracts	Action	21-8139
Approval to Purchase Furniture from Knoll, Inc. utilizing the Foundation for California Community Colleges Contract Number CB-145-18	Action	21-8140
Approval of Contract Award for Bid Scenario Village Project	Action	21-8141
Approval of Contract Award for Bid Underground Storage Tank Removal and Replacement Project	Action	21-8142
Adoption of Resolution 802: Approval to Contract with California Department of Education for the California State Preschool Program 2021-22	Action	21-8143

8. **Finance/Facilities**

Adoption of the 2021-2022 Tentative Budget, Gann Limit Worksheet, EPA Spending Determination Report, and Notice of Public Hearing on the 2021-2022 Budget	Action	21-8144
Authorization to Submit Five-Year Construction Plan	Action	21-8145

9. **Human Resources**

Consider/Approve Amended Employment Contracts for: Vice President for Administration, Vice President of Institutional Effectiveness, Vice President of Instruction	Action	21-8146
Consider/Approve Amended Employment Contract for Superintendent/President	Action	21-8147

10. **Labor Relations**

Approval of the 2021-24 BCEA Collective Bargaining Agreement	Action	21-8148
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11. **Future Dates**

August 11, 2021	Regular Meeting	TBD	3:00 p.m.
September 15, 2021	Regular Meeting	TBD	3:00 p.m.

12. **Closed Session**

The Board of Trustees of the Butte-Glenn Community College District will adjourn to closed session under authority of Government Code Section 54954.5 to conduct the following business:

Pursuant to Government Code Section 54957:

- a. EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/COMPLAINT

Pursuant to Government Code Section 54956.95:

- b. LIABILITY CLAIM – Update on claims filed against the District
Claimant: Susan Dawson
Agency: Butte-Glenn Community College District
- c. LIABILITY CLAIM – Update on claims filed against the District
Claimant: Donald Finkbiner
Agency: Butte-Glenn Community College District

13. **Adjournment**

<p>For Information concerning this Agenda, please contact: Butte College President’s Office, 3536 Butte Campus Drive, Oroville, CA 95965 (530) 895-2484 Persons requiring disability accommodation, please notify this office 48 hours prior to the scheduled meeting. Any public records distributed to the Board of Trustees less than 72 hours in advance of the meeting, and relating to an open session item, are available for public inspection at the Office of the President during normal business hours.</p>



MINUTES OF REGULAR MEETING

May 19, 2021

The Board of Trustees of the Butte-Glenn Community College District met on Wednesday, May 19, 2021, at 1:00 PM, via teleconference.

Board Members Present Mr. John Dahlmeier, President (via teleconference)
Ms. Julie Boss, Vice President (via teleconference)
Mr. Rick Krepelka, Clerk (via teleconference)
Mr. John Blacklock (via teleconference)
Mr. Michael Boeger (via teleconference)
Mr. Eugene Massa (via teleconference)
Mr. William McGinnis (via teleconference)
Ms. Zoey Jimenez, Student Trustee (via teleconference)

Board Member Absent None

Staff Members Present (All attended via teleconference)
Dr. Samia Yaqub, Superintendent/President
Ms. Shannon McCollum, Executive Asst to the President and Board
Ms. Virginia Guleff, Vice President
Dr. Peter Gitau, Vice President
Mr. Greg Stoup, Vice President
Mr. Andy Suleski, Vice President
Dr. Kenneth Bearden, Academic Senate President
Mr. Peter Dahl, Classified Senate President
Ms. Denise Adams, Dean of Instruction
Ms. Nena Anguiano, MESA Director
Ms. Tristan Bosch, Program Administrator Institutional Advancement
Ms. Kam Bull, Dean of Instruction
Ms. Melissa Cafferata-Ainsworth, Admin Asst to VP of Student Services
Mr. Tim Calhoon, Executive Director CCC Technology Center
Mr. Casey Carlson, Chief of Police
Mr. Shaun-Adrian Chofla, Child Development and Family Relation
Ms. Jennifer Coleman, Director CCC Technology Ctr
Ms. Lisa DeLaby, Director Institutional Advancement
Mr. Steve Demaggio, Director Auxiliary Services
Ms. Connie Dickens, Admin Secretary
Mr. Daniel Donnelly, MultiMedia Studies Program Instructor
Ms. Teresa Doyle, Dean of Instruction
Mr. Jordan Frazer, Director Student Health Clinic
Ms. Desire Gonzalez, Development Officer
Ms. LaRee Hartman, Accounting Instructor
Ms. Kim Jones, Director, Facilities Planning & Management
Mr. Joel Keebler, Dean of Instruction
Ms. Laurie Lazzeroni, Special Programs Clerk
Ms. Christie Lee, Supervisor Facilities Planning & Mgmt

Ms. Selena Lee, Supervisor Human Resources Analyst
Mr. Chris Little, Executive Director Human Resources
Ms. Debra McCabe, Communication Studies Instructor
Mr. Shahroukh Mistry, Biological Sciences Instructor
Ms. Carrie Monlux, Dean of Instruction
Ms. Kristie Nash, Manager Business Contracts/Risk Management
Mr. Jim Nicholas, Director Business Services
Mr. Bruce Racheter, Project Manager
Ms. Annie Rafferty, Director Contract Ed Training & Development
Mr. David Shippen, Director CCC Technology Center
Ms. Rachel Sicke, Counselor
Mr. Clinto Slaughter, Dean Student Services
Mr. Dave Stephens, Instructional Technology Specialist
Ms. Gail Stone, Admin Assistant to VP
Mr. Mario Vela, Director Kinesiology & Athletics
Ms. Suzanne Wakim, Biological Science Instructor
Ms. Rachel Wood, Program Coordinator International Students
Ms. Linda Zorn, Ex. Director Economic & Workforce Dev
Mr. Brad Zuniga, Dean of Student Services

Guests None

Board President Dahlmeier announced this meeting is being conducted pursuant to California Government Code Section 54953(b) concerning teleconferencing of meetings. Trustees Blacklock, Boss, Boeger, Dahlmeier, Krepelka, Massa, and McGinnis participated in this meeting by video conference. Trustees Blacklock, Boss, Boeger, Dahlmeier, Krepelka, Massa, and McGinnis could hear the proceedings and the Trustees teleconferencing in.

Trustee McGinnis led the Pledge of Allegiance to the Flag.

1. **Agenda Approval**

It was moved by Trustee Boeger, seconded by Trustee Boss, to approve the agenda as presented.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

2. **Spotlight Presentation – Mathematics, Engineering, Science Achievement: MESA**

Dr. Yaqub welcomed Nena Anguiano, MESA Director, to present on the history and impact of the MESA program at Butte College. Ms. Anguiano stated MESA engages thousand of educationally disadvantaged students, so they excel in math and science and graduate with math-based degrees. MESA helps students achieve academic success, professional development, leadership, and community service. Ms. Anguiano also discussed the progress and successfulness of the program.

3. **Communications from the Public – Consent Agenda Items**

There were no public comments.

4. **Approval of Consent Agenda, Item 21-8111 to 21-8116**

It was moved by Trustee Blacklock, seconded by Trustee Massa, to approve the consent agenda.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

5. **Information Reports**

Academic Senate President's Report – Kenneth Bearden

Dr. Bearden stated Academic Senate is conducting elections for senate and Curriculum Committee. He stated this is his last meeting as Senate President. Senate is working with HR on revising Academic Hiring procedures. They are also making minor changes to the equivalency guidelines.

Classified Senate President's Report – Peter Dahl

Mr. Dahl stated Classified Senate signed a Statement of Solidarity with Asians. They received a presentation on Asian and Pacific Islander month. Their officer elections are complete.

Student Trustee Comment – Zoey Jimenez

Ms. Jimenez state this was her last meeting. She thanked the Trustees. Ms. Jimenez stated AS Board elections are complete. AS is funding two new projects to support diverse student.

Superintendent/President's Report – Dr. Samia Yaqub

Dr. Yaqub presented Suzanne Wakim as Butte College's Educator of the Year at Chico Noon Rotary. Ms Wakim is not only a Biology faculty but is also our SLO coordinator, Distance Education Coordinator, and lead on Open Educational Resources. Dr. Yaqub stated additional face-to-face course offerings are being added to the fall schedule. Vice President Gitau is focusing on recruitment and re-engagement as well as Dual Enrollment. The Safe Reopening Taskforce is meeting weekly in preparation for staff to return to in-person work on July 1. A forum for staff will be held on June 3. The Glenn County Center Groundbreaking was a success. The Board will be updated on Bond projects at a future meeting. Dr. Yaqub let the Trustees know that upcoming program graduations are listed in Roadrunner Tracks. Our virtual commencement is next Friday and the Drive Thru Celebration is Saturday, May 29.

Board Comments

Trustee McGinnis asked Dr. Yaqub if vaccines would be required for staff, faculty, and students. Dr. Yaqub stated this has been addressed as a region with other Community College CEOs and we are strongly encouraging vaccination, but not requiring it. Trustee Boeger stated he's looking forward to the new Glenn Center. He's also encouraged by the additional financial help and flexible schedule for students. Trustee Boss thanked staff for the hard work put into the Glenn Center Groundbreaking event. Trustee Massa commented on the great success on the new Glenn Center. He also mentioned the Korean Air Museum in Willows and suggested people visit it. Trustee Blacklock thanked Student Trustee Jimenez for her service. He also really enjoyed Roadrunner Tracks this month on Pacific Islanders since he is currently in Hawaii. Trustee Krepelka state the Glenn Center is good for the whole region. Trustee Dahlmeier attended the CCLC Conference and one of the topics was vaccinations, HIPAA laws, and tracking requirements are difficult.

6. **Communications from the Public – Items Not on the Agenda**

LaRee Hartman stated she felt distrust between faculty and administration. She expressed her frustration with the Chairs reorganization currently happening. She offered some suggestions for improvement which included: more transparency and collaboration, more effective marketing, and clearer registration process for students.

7. **Contracts**

Approval of Contracts, Item 21-8117

It was moved by Trustee Blacklock, seconded by Trustee Boss, to approve the contracts listed on the Contracts Approval Report and authorize the Superintendent/President or designee to enter into the contracts and execute necessary contract documents.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

Approval to Purchase Products and Services from CampusLogic utilizing the Foundation for California Community Colleges Contract Number CB-235-18, Item 21-8118

It was moved by Trustee McGinnis, seconded by Trustee Krepelka, to approve the purchase of the required products and services from CampusLogic, utilizing FCCC Contract Number CB-235-18, per the terms of the FCCC contract, during the term of July 1, 2021 through June 30, 2024, in the amount not to exceed \$165,506.00 and recommended that the Board authorize District staff to execute the necessary contract documents related to the purchase of products and services from CampusLogic in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

Approval of Contract to Purchase Advanced Network Services from Corporation for Education Network Initiatives (CENIC) as a Sole Source Procurement, Item 21-8119

It was moved by Trustee Krepelka, seconded by Trustee Blacklock, to authorize the District to enter into a contract with Corporation for Education Network Initiatives (CENIC) for advanced network services for the term July 1, 2021 through June 30, 2026, in the amount not to exceed \$63,443,645.00, on a sole source basis without going through a competitive bidding process and authorize the District to execute appropriate contract documents in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

Approval of Contract to Purchase Information Technology Services from Experis US, Inc. utilizing State of California Master Service Agreement Number 5167010-066, Item 21-8120

It was moved by Trustee Blacklock, seconded by Trustee Boss, to approve the purchase of the required information technology services from Experis US, Inc., utilizing Master Service Agreement Number 5167010-066, per the terms of the contract, for the term of July 1, 2021 through June 30, 2022, in the amount not to exceed \$9,000,000.00 and authorize District staff to execute the necessary contract documents related to the purchase of information technology services from Experis, US, Inc., in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

Approval of Contract Award for Special Services of Information Technology Research and Advisory Services from Gartner, Inc., Item 21-8121

It was moved by Trustee McGinnis, seconded by Trustee Boeger, to authorize the District to enter into a contract with Gartner, Inc., for information technology research and advisory services for the term July 1, 2021 through June 30, 2024, and in the amount not-to-exceed \$285,300.00, under Government Code Section 53060 without going through a competitive bidding or proposal process and authorize the District to execute appropriate contract documents in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

Approval to Purchase Furniture from Krueger International (KI) utilizing the Foundation for California Community Colleges Contract Number CB-145-18, Item 21-8122

It was moved by Trustee Krepelka, seconded by Trustee Massa, to approve the purchase of the required furniture from Krueger International, utilizing FCCC Contract Number CB-145-18, per the terms of the FCCC contract, during the term of May 20, 2021 through March 30, 2022, in the amount not to exceed \$274,421.09 and authorize District staff to execute the necessary contract documents related to the purchase of furniture from Krueger International in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

Approval of Contract to Purchase Information Technology Services from Veridion Security, Inc. utilizing California Multiple Award Schedule Number 3-18-70-3410B, Item 21-8123

It was moved by Trustee Krepelka, seconded by Trustee McGinnis, to approve the purchase of the required information technology services from Veridion Security, Inc., utilizing CMAS Number 3-18-70-3410B, per the terms of this CMAS, for the term of July 1, 2021 through June 30, 2022, in the amount not to exceed \$1,175,000.00 and authorize District staff to execute the necessary contract documents related to the purchase of information technology goods and services from Veridion Security, Inc. in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

Approval of Contract to Purchase Technology Services from XAP Corporation as a Sole Source Procurement, Item 21-8124

It was moved by Trustee Blacklock, seconded by Trustee Massa, to authorize the District to enter into a contract with XAP Corporation for technology services for the term July 1, 2021 through June 30, 2022 in the amount not to exceed \$652,907.00 on a sole source basis without going through a competitive bidding process and authorize the District to execute appropriate contract documents in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

Approval of Contract Award for Special Services of Master Data Management Software Maintenance Services from YOUnite, Inc., Item 21-8125

It was moved by Trustee Boss, seconded by Trustee McGinnis, to authorize the District to enter into a contract with YOUnite, Inc., for Master Data Management software maintenance services, for the term July 1, 2021 through June 30, 2022, and in the amount not to exceed \$200,000.00, under Government Code Section 53060 without going through a competitive bidding or proposal process and authorize the District to execute appropriate contract documents in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none
Student Trustee – Aye

Approval of Contract Award for Bid Butte Campus Drive Repair, Item 21-8126

It was moved by Trustee McGinnis, seconded by Trustee Massa, to approve the award of contract for the Request for Formal Bid Proposals Butte Campus Drive Repair to McGuire and Hester, of Sacramento, CA, as the lowest responsive responsible bidder in the amount of \$1,669,700.00 which equals the Bid Proposal Amount. Board approval is contingent upon the contractor awarded the contract providing acceptable insurance and bonding as required in the Bid and Contract Documents and authorize District staff to execute necessary contract documents related to the award of contract for the Butte Campus Drive Repair to McGuire and Hester prior to ratification by the Board at a subsequent meeting in accordance with Board Policy 6340.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

Approval of Contract Award for Bid Gas Line Phase III Repair, Item 21-8127

It was moved by Trustee Boeger, seconded by Trustee Boss, to approve the award of contract for the Request for Formal Bid Proposals Gas Line Phase III Repair to United Building Contractors, Inc., of Chico, CA, as the lowest responsive responsible bidder in the amount of \$248,043.00 which equals the Bid Proposal Amount. Board approval is contingent upon the contractor awarded the contract providing acceptable insurance and bonding as required in the Bid and Contract Documents and authorize District staff to execute necessary contract documents related to the award of contract for the Gas Line Phase III Repair to United Building Contractors, Inc. prior to ratification by the Board at a subsequent meeting in accordance with Board Policy 6340.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

8. Human Resources

Approval of the Equal Employment Opportunity Fund Multiple Method Allocation Certification Form, Fiscal Year 2020-2021, Item 21-8128

It was moved by Trustee Massa, seconded by Trustee Blacklock, to approve the Equal Employment Opportunity Fund Multiple Method Allocation Certification Form Fiscal Year 2020-2021.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

Adoption of Resolution 801: Appointing an Interim Chief Technology Officer (CTO), Item 21-8129

It was moved by Trustee Boeger, seconded by Trustee Krepelka, to adopt Resolution 801, appointing Fred W. Sherman as an interim retired annuitant to the vacant position of Chief Technology Officer for the Butte-Glenn Community College District effective May 1, 2021 through December 31, 2021 or until the position is filled.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Aye

9. **Administration**

Approval of Emeritus Recommendations, 2020-2021, Item 21-8130

It was moved by Trustee Blacklock, seconded by Trustee Boss, to grant emeritus status to Rich Bigler, Anita Delaney, David Goodson, Andrea Mox, Al Renville, Nancy Retes, Craig Rigsbee, Jared Tipton “Tip” Wilmarth, and Tami Vanskike.

Motion carried by the following roll call vote:

Ayes – Trustees Dahlmeier, Boss, Krepelka, Blacklock, Boeger, Massa, and McGinnis

Nos – none

Absent – none

Student Trustee – Absent

Discussion of Foundation Request to Waive Monetary Reimbursement to the District for 2019-2020, Item 21-8131

Samia stated this was an information item to discuss the letter the Foundation sent to Board President Dahlmeier requesting to waive monetary reimbursement for 2019-2020. Per legal counsel, the requirement for 50 percent monetary reimbursement remained in effect for the entire 2019-2020 fiscal year, and the monetary payment may not be waived by the District for that period. There was consensus for Board President Dahlmeier to send a letter back denying the request because they have no legal authority to waive the reimbursement for 2019-2020.

There was a discussion on the future funding. Dr. Yaqub stated the Foundation used the 2020-2021 funds to encourage gifts during Giving Tuesday. Trustee Krepelka was under the impression the Board needed to vote on if the Foundation wanted to continue the monetary payments as no official vote was done.

10. **Closed Session**

Board President Dahlmeier reported the following action was taken during Closed Session, in accordance with Government Code section 54954.5:

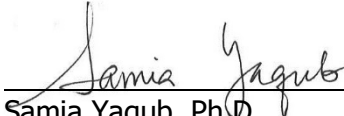
The Board received an update from the Labor Negotiator on items 11a and 11b. There were no other reportable actions.

11. **Adjournment**

Board President Dahlmeier adjourned the meeting at 3:16 PM.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: 2020-21 Measure J Citizens' Bond Oversight Committee Report and Annual Status Report	Item No: 21-8132 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Finance	Action Regular <input checked="" type="checkbox"/> Information Consent <input checked="" type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

In November 2016, the voters of the Butte-Glenn Community College District approved Measure J – a \$190 million general obligation bond measure under the provision of Proposition 39 to fund facilities construction and improvements. As required by Proposition 39, the Butte-Glenn Community College District Board of Trustees convened a Citizens' Bond Oversight Committee to oversee the expenditure of bond funds and to keep the public informed of the progress of the Measure J bond projects.

Also, Government Code Section 53411 requires that the chief fiscal officer of the issuing local agency file a report with its governing board at least annually to provide: 1.) the amount of bond proceeds collected and expended during the applicable reporting period, and 2.) the status of any project required or authorized to be funded as identified in a statement indicating the specific purposes of the bond.

Status

The attached Measure J Citizens' Bond Oversight Committee Report reflects the activities of the Citizens' Bond Oversight Committee during the fiscal year 2020-21. This report documents the Committee's efforts to provide the review of bond expenditures that is mandated by Proposition 39 for the period of July 1, 2020 through June 30, 2021. The Committee was chaired by Mr. Tom Lando. Other members of the Committee include: Mr. Gilbert Houston, Vice Chair; Mr. Mike Boss, Ms. Trish Dunlap, Mr. Orval Hughes, Mr. Kace Ingvaldsen, and Mr. John Nock.

This report will be presented by Mr. Tom Lando.

The District issued the Series A bonds for \$42M in April 2017. As of June 30, 2021, the District had spent all of the Series A bond proceeds. The District issued Series B bonds in the amount of \$49.5 million in July 2019. To date, approximately \$10.8M of the bond proceeds have been expended. As of June 30, 2021, 12 projects will be underway. The attached report identifies the current status of the projects required or authorized to be funded by Measure J.

Andrew Suleski, Vice President for Administration will present the Annual Status Report.

Statement of Compliance

This report is submitted to the Board of Trustees annually. As part of the report the Citizens' Bond Oversight Committee certifies compliance with the following provisions:

The Committee advises that, to the best of its knowledge, the Butte-Glenn Community College District is in compliance with the requirements in Article XIII A, Section 1(b)(3) of the California Constitution. In particular, bond revenue has been expended only for the purposes so described in Measure J and no funds were used for any teacher or administrative salaries or other operating expenses as prohibited by Article XIII A, Section 1(b)(3)(a) of the California Constitution.

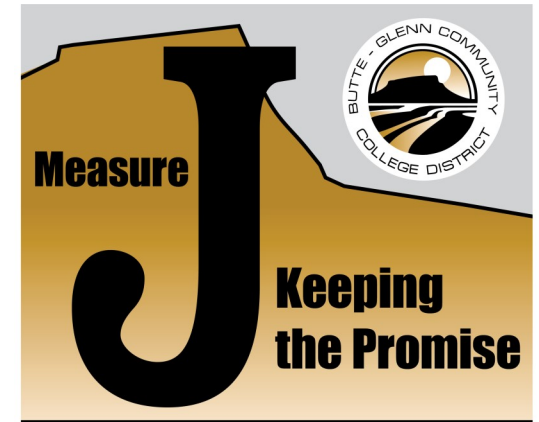
Respectfully Submitted:

Tom Lando,
Chair Measure J
Citizens' Bond Oversight Committee



Submitted to the
Butte-Glenn Community College District
Board of Trustees
June 30, 2021

Annual Report to the Board of Trustees



2020-21 Citizens' Bond Oversight Committee

Mr. Tom Lando, Chair
Mr. Gilbert Houston,
Vice Chair
Mr. Mike Boss
Ms. Trish Dunlap
Mr. Orval Hughes
Mr. Kace Ingvoldsen
Mr. John Nock

Summary of the Citizens' Bond Oversight Committee 2020-21 Proceedings and Activities

Meetings of the Citizens' Bond Oversight Committee

The Committee conducts its meetings in accordance with the provisions of the Ralph M. Brown Public Meeting Act, Government Code §54950 et seq.

Overview

It is the charge of the Measure J Citizens' Bond Oversight Committee to monitor the expenditures of the Measure J General Obligation Bonds funds and report to the public on the Butte-Glenn Community College District's compliance with Proposition 39. It is the Committee's role to: 1.) Receive and review the annual independent performance and financial audits; 2.) Review the Bond expenditures to ensure that Bond proceeds are spent on qualified projects; 3.) Inspect college facilities and grounds where Bond proceeds are being spent; 4.) Review District's efforts to cost effectively implement the program; and 5.) Participate in the preparation of an annual report to the Board of Trustees. The following is a summary of the proceedings and activities conducted by the Committee during the 2020-21 fiscal year to meet its obligations.

Meeting—October 21, 2020

• Construction Projects Update

All of Series A projects are completed. Series B projects have begun which include Baseball Field Renovation, installation of portable space for the Technology Building Remodel and relocation of the program currently housed in the building. Construction on the Technology Building Remodel is set to begin in March 2021 with a 10 month construction timeline. Program will move back into the newly remodeled building in June 2022. Phase I of Scenario Village is currently out to bid for underground infrastructure. Phase II for the buildings will be out to bid in March 2021 with a construction timeline of May—August 2021. The Planning for the Science building will start in Spring 2021. Other projects under Series B include IT upgrades for smart classrooms, infrastructure upgrades, and roof repairs.

We continue to face construction challenges with COVID-19, skilled workforce shortages and new requirements for community colleges, potential delays of plan approvals at DSA, new seismic review and we are now in a new wildfire designated area which adds to the challenges.

• Financial Update

Kim Jones reviewed the cash flow report. We have closed out 2016-17, 2017-18, 2018-19 and 2019-20, so those numbers are final and we are working on 2020-21. We are 99% complete in expenditures with Series A and 21% of Series B has been expended to date.

• Recruitment of Measure J Committee Members

Andy reminded the committee that we are always looking for new members and asked them to reach out to people they know who might be interested in serving on the committee.

Meeting—May 26, 2021

• Construction Projects Update

Kim Jones and Dave Shirah provided an update on the Measure J Series B projects. The Technol-

ogy Swing Space is complete and the Technology Building remodel is underway with a completion date set for February 2022. Phase II (buildings) of the PSTC Scenario Village will be completed in October 2021 and repairs to Butte Campus Drive will be completed in November 2021. The planning for the new Science Building will begin in Fall 2021. Infrastructure Upgrades continue with ADA assessments and accessibility improvements, underground storage tank removal, roof repairs, storm drain and gas line repairs. COVID -19 continues to impact construction with labor shortages, material shortages and cost escalations.

• 2019-20 Annual Audit

Jim Nicholas provided a review of the 2019-20 Annual Audit and Performance Reports. These are required for a Proposition 39 general obligation bond to ensure that the revenue is expended only on the projects presented to the voters in the bond language. Based on the independent audit, the District is in compliance.

• Citizens' Bond Oversight Committee Annual Report to the Board of Trustees

The Committee reviewed the Annual Report to the Board of Trustees and approved the draft report to be presented to the Trustees at their June 30, 2021 meeting.

• Recruitment of New Committee Members

As members begin to reach the end of their service terms on the Committee, we will ask them for help filling their vacated positions. If the members know of anyone who would be interested in serving on the committee, we ask that they complete the application available on the [Measure J](#) website or that they contact [Kim McCall](#) for an application.

• 2021-22 Meeting Dates

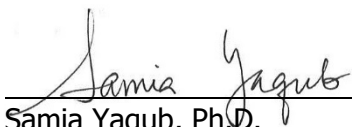
The Committee set the following dates:
October 20, 2021 @ 2:00 p.m.
February 23, 2022 @ 2:00 p.m.
May 25, 2022 @ 2:00 p.m.

Bond Oversight Expenditure Yearly Reports - Actuals (Detailed)

		Revised	Project	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2019-2020	2020-2021	
				Series A	Series A	Series A	Series A	Series A	Series B	Series B	
Measure J Project	Measure J \$\$\$	Measure J Budget	Budget -	Expended	Expended	Expended	Expended	Expended/Encumber	Expended	Expended/Encumber	Status
Welding Building	\$ 23,000,000	\$ -	\$ 23,000,000.00	\$ 136,953.37	\$ 3,253,242.54	\$ 14,842,860.96	\$ 4,236,239.82	\$ 537,804.00	\$ -		Complete
Skyway Center Remodel	\$ 5,000,000		\$ 2,500,000.00	\$ 100,612.50	\$ 1,645,924.20	\$ 647,983.06	\$ 51,134.04	\$ 54,347.00	\$ -		Complete
Athletics	\$ 12,000,000		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
Field House/Pressbox											
Series A			\$ 7,500,000.00		\$ 150,289.59	\$ 4,444,949.87	\$ 3,668,228.64	\$ (1,366.37)	\$ -		Complete
Series B			\$ 3,000,000.00						\$ 2,999,999.46		Complete
Facilities Infrastructure	\$ 21,700,000		\$ -								
Utility Infrastructure (Includes Walkway Lighting)											
Series A		\$ 850,264.00	\$ 4,200,000.00	\$ 41,444.00	\$ 366,625.16	\$ 812,721.78	\$ 2,858,052.79	\$ 116,972.86	\$ -		
Demolition of Old Welding Building											Complete
Overlay/Repair of Parking Lot 4											Complete
Gas Line Replacement by LRC and Hort											Complete
Service Road/ADA Walkway Upgrades											Complete
ADA Sidewalk Upgrades - Athletics - Swing Space											Complete
Baseball Field Safety/Irrigation Repairs											Complete
Waste Water Treatment Plant Dredging											Complete
Replacement of Pump House #2											Complete
Bio Swale Outfall to Creek											Complete
HVAC Repairs/Replacement CC, MLR, MLR, Gym											Complete
Communication/Utility Line Repair											Complete
Campus Drive Overlay/Repair											In Progress
Underground Storage Tank Removal/Replacement											In Progress
Series B		\$ 701,736.00	\$ 6,000,000.00						\$ 290,063.60	\$ 3,817,713.37	In Progress
Storm Drain Repair/Replacement (Campus Wide)											In Progress
Gasline Replacements (AHPS/TE/LS/PS/LRC)											In Progress
Emergency Lighting Repairs (Campus Wide)											Complete
Sidewalk Repairs/ADA Sidewalk Upgrades (AHPS/Science)											In Progress
Sewerline and Septic Repairs/Replacement (Campus Wide)											In Progress
Irrigation Failures											Complete
Electrical Infrastructure Repairs											In Progress
Roof Repairs - Library/Media Center											In Progress
Roof Repairs - Arts											Complete
IT Upgrades	\$ 11,000,000	\$ -									
Series B			\$ 2,500,000.00						\$ 585,062.70	\$ 25,110.89	
Science Building	\$ 73,000,000										
Series B			\$ 32,000,000.00						\$ 10,080.00	\$ 112,933.08	In progress
Life Science Remodel	\$ 10,000,000								\$ -	\$ -	
Physical Science Remodel	\$ 10,000,000		\$ -						\$ -	\$ -	
Technology Building Remodel	\$ 6,800,000		\$ 5,000,000.00						\$ 1,126,188.90	\$ 916,792.21	In progress
Technology Programs Swing Space											Complete
Scenario Village - Series A & B	\$ 1,000,000	\$ 600,000.00	\$ 1,000,000.00					\$ 18,233.05	\$ 450,930.55	\$ 513,683.15	In progress
Infrastructure to Scenario Village											Complete
Law Enforcement Training Center	\$ 16,000,000										
Remove Portables	\$ 500,000										
			\$ -								
Totals	\$ 190,000,000	\$ 2,152,000.00	\$ 42,600,000.00	\$ 523,041.20	\$ 6,927,903.18	\$ 23,024,664.00	\$ 10,826,136.29	\$ 725,990.54	\$ -		
			\$ 49,500,000.00						\$ 5,462,325.21	\$ 5,386,232.70	

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Approval of Warrants	Item No: 21-8133 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Finance	Action <input type="checkbox"/> Regular <input type="checkbox"/> Information <input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

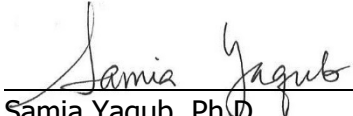
It is recommended that the Board of Trustees approve the vendor, payroll, and financial aid warrants for the period of May 3, 2021 to June 13, 2021.

Type of Warrant	Check/Voucher Sequence	Total
Vendor	665301 - 666535	\$ 12,360,778.80
Payroll	524976 – 525237	\$ 4,630,539.93
Financial Aid	339341 – 339858	\$ 645,311.55

Warrant registers are available for review in the Business Office.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Ratification of Contracts	Item No: 21-8134 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> <input type="checkbox"/> Information Consent <input type="checkbox"/> <input checked="" type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

Pursuant to Board Policy 6340, the Board has delegated the authority to enter into contracts on behalf of the District to the Superintendent/President or designee. Contracts made pursuant to such delegation are not enforceable obligations until the Board ratifies them.

Status

The attached Contracts Ratification Report represents contracts entered into on behalf of the District during the month of May 2021. The Superintendent/President or Vice President for Administration has executed the necessary documents.

Recommendation

It is recommended that the Board of Trustees ratify the contracts presented on the attached Contracts Ratification Report.

Butte-Glenn Community College District
CONTRACTS RATIFICATION REPORT
Contracts Signed by the Superintendent/President or Vice President for Administration
May 2021

Contract Effective Date	Contract Expiration Date	Contractor	Contract Purpose	Contract Value Revenue/(Expense)	Funding Source (Fund)	Originated by: District Department	Approved by: District Administrator
5/18/21	5/23/21	42nd District Agricultural Association	Glenn County Fair Booth Rental Agreement	(\$450.00)	Unrestricted General	Recruitment & Outreach	Gitau
5/25/21	5/31/21	Silver Dollar Fair/3rd District Agricultural Association	Booth Rental Agreement	(\$275.00)	Unrestricted General	Recruitment & Outreach	Gitau
5/5/21	5/5/22	Chamberlain University	Master of Science in Nursing Clinical/Practicum Experience	\$0.00	Unrestricted General	Health Occupations	Guleff
4/3/21	4/3/21	Leticia Pastrana	Associate Faculty Conference presenter	(\$500.00)	Unrestricted General	Professional Development	Guleff
5/27/21	5/27/21	Debra Crumpton	Classified Professionals Day presenter	(\$1,500.00)	Unrestricted General	Professional Development	Guleff
5/26/21	5/26/21	Daniel Bruns	Videography for RN pinning ceremony	(\$250.00)	Restricted General	Nursing	Guleff
5/1/21	6/30/21	Engage! Strategies	Workforce Equity & Engagement Consulting Services	(\$30,000.00)	Restricted General	North Far North Regional Consortium	Guleff
7/1/21	6/30/22	Pacific Sky	North Far North Regional Consortium website maintenance	(\$6,000.00)	Restricted General	North Far North Regional Consortium	Guleff
4/21/21	12/31/21	Studio 5 Learning & Development	Amendment to Contract for Services increasing Fees	(\$45,819.00)	Restricted General	North Far North Regional Consortium	Guleff
6/11/21	6/11/21	Elizabeth Quivey	Bagpiping services for Law Enforcement graduation	(\$150.00)	Unrestricted General	Public Safety Education & Training	Guleff
5/19/21	5/19/21	Elizabeth Quivey	Bagpiping services for Law Enforcement graduation	(\$150.00)	Unrestricted General	Public Safety Education & Training	Guleff
5/4/21	5/4/21	Alison Saechao	Asian & Pacific Islander Heritage Month presentation	(\$400.00)	Restricted General	Student Equity & Achievement	Gitau
1/1/21	6/30/21	Andrea Salazar	STEM Grant Success and Interactive Adaptable Learning Science Videos project services	(\$599.00)	Restricted General	Biology	Guleff
7/1/21	6/30/23	Chico Unified School District	MOU for College Connection Program	\$0.00	Unrestricted General	School Relations	Gitau
7/1/21	6/30/22	Lassen Community College District	MOU to offer classes outside district boundaries	\$0.00	Unrestricted General	School Relations	Gitau
Upon Purchase	1 Year	Kanopy Inc.	Kanopy software	(\$120.00)	Unrestricted General	Library	Guleff
6/29/21	6/28/22	CI Solutions Card Integrators Corporation	CI Badge software service agreement	(\$4,035.00)	Fiduciary	Student Life	Gitau
7/1/21	6/30/24	Butte County Department of Employment and Social Services	Job Skills Workshop Instruction Services	(\$407,837.00)	Restricted General	Student Services	Gitau
5/5/21	8/31/21	MC2	Statement of Work for creation of TRIO outreach materials	(\$26,985.15)	Restricted General	TRIO	Gitau
5/27/21	5/27/22	The Myers-Briggs Company	Single Sign On API License Agreement for Vita Navis Platform	\$0.00	Restricted General	Student Equity & Achievement	Gitau
5/20/21	6/30/22	Foundation for California Community Colleges	Amendment to Site License for use of district facilities in support of CA Department of Consumer Affairs, Bureau of Automotive Repair's Smog Check Referee and Student Technician Training Program extending Term	\$0.00	Unrestricted General	Automotive	Guleff
5/1/21	6/30/21	Adventist Health System/West	Incumbent Worker Training	(\$9,000.00)	Restricted General	Regional Director Health	Guleff
6/14/21	6/30/21	Ray Morgan	MOU for Technology-Careers Exploration Summer Institute	\$0.00	Restricted General	Regional Director ICT/DM	Guleff
6/14/21	6/30/21	Stratti	MOU for Technology-Careers Exploration Summer Institute	\$0.00	Restricted General	Regional Director ICT/DM	Guleff
6/14/21	6/30/21	Lulu's Fashion Lounge	MOU for Technology-Careers Exploration Summer Institute	\$0.00	Restricted General	Regional Director ICT/DM	Guleff

Butte-Glenn Community College District
CONTRACTS RATIFICATION REPORT
Contracts Signed by the Superintendent/President or Vice President for Administration
May 2021

Contract Effective Date	Contract Expiration Date	Contractor	Contract Purpose	Contract Value Revenue/(Expense)	Funding Source (Fund)	Originated by: District Department	Approved by: District Administrator
Upon Purchase	One year	NovEx Novice to Expert Learning, LLC	MedSurg Clinical I Rotation (MSCI) Course Access Terms of Use and Conditions of Service and End User License Agreement	(\$15,732.00)	Restricted General	Nursing	Guleff
Upon Purchase	1 year	ACE Data Recovery Engineering, Inc.	RapidSpar Device & Software	(\$2,545.00)	Unrestricted General	Information Technology	Stoup
6/30/21	7/1/21	Citrix Systems, Inc.	Citrix Virtual Apps and Desktops Advanced Edition	(\$23,151.25)	Unrestricted General	Information Technology	Stoup
Upon Purchase	1 year	Envato Pty Ltd	AlohaFX Create Pack License and Envato Market Terms	(\$36.00)	Unrestricted General	Information Technology	Stoup
Upon Purchase	1 year	Envato Pty Ltd	Replayer Seamless Transitions License and Envato Market Terms	(\$59.00)	Unrestricted General	Information Technology	Stoup
Upon Purchase	1 year	Envato Pty Ltd	Videolancer License and Envato Market Terms	(\$49.00)	Unrestricted General	Information Technology	Stoup
5/18/21	Upon Payment	ePlus Technology, Inc.	Customer Terms and Conditions for Products and/or Services for Nimble software purchase	(\$5,235.98)	Unrestricted General	Information Technology	Stoup
7/29/21	7/28/22	Hewlett Packard Enterprise Company	End User License Agreement for Nimble software	\$0.00	Unrestricted General	Information Technology	Stoup
5/13/21	Upon Payment	ePlus Technology, Inc.	Customer Terms and Conditions for Products and/or Services for Aruba product purchase	(\$48,840.10)	Unrestricted General	Information Technology	Stoup
Upon Purchase	1 year	Hewlett Packard Enterprise Company	End User License Agreement for Aruba product	\$0.00	Unrestricted General	Information Technology	Stoup
5/13/21	Upon Payment	ePlus Technology, Inc.	Customer Terms and Conditions for Products and/or Services for Symmetra Service Plans purchase	(\$8,990.50)	Unrestricted General	Information Technology	Stoup
4/23/21	4/22/22	Schneider Electric	Service Contract and Advantage Ultra Plan for UPS and or PDUs Statement of Work Symmetra PX 40kW	\$0.00	Unrestricted General	Information Technology	Stoup
12/20/20	12/19/21	Schneider Electric	Service Contract and Advantage Ultra Plan for UPS and or PDUs Statement of Work Symmetra PX 20kW	\$0.00	Unrestricted General	Information Technology	Stoup
5/17/21	5/17/22	Faxback Inc.	Annual Support Renewal and Hardware Support Renewal NET SatisFAXtion Enterprise IP	(\$747.00)	Unrestricted General	Information Technology	Stoup
Upon Purchase	One Year	GitHub, Inc.	GitHub Subscription	(\$240.00)	Unrestricted General	Information Technology	Stoup
Upon Purchase	Use Complete	Shutterstock Music Canada ULC, dba Rocketstock.com	Corporate After Effects	(\$99.00)	Unrestricted General	Information Technology	Stoup
Upon Purchase	Use Complete	Shutterstock Music Canada ULC, dba Rocketstock.com	Illuminate 4K Light Leak	(\$79.00)	Unrestricted General	Information Technology	Stoup
6/30/21	6/30/22	Solarwinds Worldwide, LLC	SolarWinds Web Help Desk	(\$3,830.40)	Unrestricted General	Information Technology	Stoup
4/26/21	6/30/21	Alastair Roughton	Performance Process Improvement Consulting, Business Development Services and Staff Development	(\$7,500.00)	Restricted General	Contract Education	Guleff
3/19/21	6/15/21	ArborWorks, Inc.	Subcontract Agreement supporting PG&E Utility Line Clearance Arborist Training Project	(\$51,000.00)	Restricted General	Contract Education	Guleff
3/1/21	8/31/21	Asomeo Environmental Restoration Industry LLC	Subcontract Agreement supporting PG&E Utility Line Clearance Arborist Training Project	(\$55,600.00)	Restricted General	Contract Education	Guleff
5/10/21	6/30/22	Mountain F. Enterprises, Inc.	Subcontract Agreement supporting PG&E Utility Line Clearance Arborist Training Project	(\$165,600.00)	Restricted General	Contract Education	Guleff
4/19/21	6/30/22	Mowbray's Tree Service, Inc.	Subcontract Agreement supporting PG&E Utility Line Clearance Arborist Training Project	(\$256,200.00)	Restricted General	Contract Education	Guleff

Butte-Glenn Community College District
CONTRACTS RATIFICATION REPORT
Contracts Signed by the Superintendent/President or Vice President for Administration
May 2021

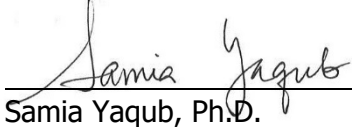
Contract Effective Date	Contract Expiration Date	Contractor	Contract Purpose	Contract Value Revenue/(Expense)	Funding Source (Fund)	Originated by: District Department	Approved by: District Administrator
12/14/20	12/13/22	NorthPointe Healthcare Centre	CA ETP Contract Administrative Services	Est. ETP Reimbursement (\$6,000.00)	Restricted General	Contract Education	Guleff
4/1/21	6/30/21	Rumiano Cheese Company	Agreement for Contract Education Services	\$8,112.00	Restricted General	Contract Education	Guleff
3/1/21	12/31/21	San Bernardino Community College District	OSHA Trainings	(\$5,000.00)	Restricted General	Contract Education	Guleff
12/14/20	12/13/22	San Rafael Healthcare & Wellness Centre, LLP	CA ETP Contract Administrative Services	Est. ETP Reimbursement (\$8,000.00)	Restricted General	Contract Education	Guleff
4/27/21	6/30/21	SpaceData, LLC	Amendment to Contract for Services extending Term	\$0.00	Restricted General	Contract Education	Guleff
5/21/19	5/14/20	ThirdLove, Inc.	CA ETP Contract Administrative Services	Est. ETP Reimbursement (\$12,789.00)	Restricted General	Contract Education	Guleff
12/14/20	12/13/22	Windsor Chico Creek Care & Rehabilitation LLC	CA ETP Contract Administrative Services	Est. ETP Reimbursement (\$11,000.00)	Restricted General	Contract Education	Guleff
1/1/21	6/30/23	El Dorado Union High School District	Grant Agreement for K12 Strong Workforce Program NFNRC	(\$263,501.00)	Restricted General	Strong Workforce Program	Guleff
4/1/21	6/30/22	Los Rios Community College District	Allocation Agreement for Strong Workforce Program NFNRC Projects In Common Accelerated Workforce Training	(\$112,000.00)	Restricted General	Strong Workforce Program	Guleff
4/1/21	6/30/22	Los Rios Community College District	Allocation Agreement for Strong Workforce Program NFNRC Projects In Common Marketing	(\$160,000.00)	Restricted General	Strong Workforce Program	Guleff
5/10/21	6/30/22	Mendocino-Lake Community College District	Allocation Agreement for Strong Workforce Program NFNRC	(\$529,072.00)	Restricted General	Strong Workforce Program	Guleff
4/1/21	6/30/22	Sierra Joint Community College District	Allocation Agreement for Strong Workforce NFNRC Projects In Common Accelerated Workforce Training	(\$28,000.00)	Restricted General	Strong Workforce Program	Guleff
4/1/21	6/30/22	Sierra Joint Community College District	Allocation Agreement for Strong Workforce Program NFNRC Projects In Common Marketing	(\$40,000.00)	Restricted General	Strong Workforce Program	Guleff
5/10/21	6/30/22	Woodland Community College District	Allocation Agreement for Strong Workforce Program NFNRC	(\$404,957.00)	Restricted General	Strong Workforce Program	Guleff
4/1/21	6/30/22	Yuba Community College District	Allocation Agreement for Strong Workforce Program NFNRC Consortium Projects In Common Marketing	(\$40,000.00)	Restricted General	Strong Workforce Program	Guleff
5/1/21	5/31/22	KP Research Services, Inc.	Background investigations for job applicants	\$1700/person	Unrestricted General	College Police	Gitau
7/23/21	7/22/22	LogMeIn USA, Inc.	LastPass Enterprise License	(\$4,680.00)	Restricted General	CCC Technology Center	Stoup
5/19/21	6/30/22	Palomar College	Amendment to Subaward Agreement extending Term	\$0.00	Restricted General	CCC Technology Center	Stoup
8/1/21	7/31/22	Sage Intacct	Intacct Financial Management (for a Single Business Entity) License	(\$19,380.00)	Restricted General	CCC Technology Center	Stoup
4/27/21	4/26/22	Slack Technologies, Inc.	Slack Standard License	(\$711.38)	Restricted General	CCC Technology Center	Stoup
7/1/21	6/30/22	YOUnite, Inc.	Master Date Management Software Maintenance Agreement	(\$200,000.00)	Restricted General	CCC Technology Center	Stoup
6/1/21	8/31/21	Martin Construction	Convert CBC 105 to State Board Practice Room	(\$17,860.00)	Restricted General	Facilities Planning & Management	Suleski
5/1/21	8/31/21	Miller Glass	Glass partitions at Chico Center ADA and Walkup Front Counters	(\$42,604.27)	Restricted General	Facilities Planning & Management	Suleski

Butte-Glenn Community College District
CONTRACTS RATIFICATION REPORT
Contracts Signed by the Superintendent/President or Vice President for Administration
May 2021

Contract Effective Date	Contract Expiration Date	Contractor	Contract Purpose	Contract Value Revenue/(Expense)	Funding Source (Fund)	Originated by: District Department	Approved by: District Administrator
5/14/21	5/14/21	In Tents Events	Tent setup & removal for Glenn Center groundbreaking	(\$260.00)	Unrestricted General	Facilities Planning & Management	Suleski
7/1/21	9/30/21	North Valley Water Management	Backflow replacement scoreboard and vineyard	(\$17,963.02)	Measure J	Facilities Planning & Management	Suleski
4/20/21	6/30/21	North Valley Water Management	Backflow replacement Butte Campus Drive and vineyard	(\$16,159.27)	Measure J	Facilities Planning & Management	Suleski
5/24/21	4/30/22	NV5	Agreement for Laboratory of Record Services for Glenn Center Project	(\$37,083.00)	Capital	Facilities Planning & Management	Suleski
5/24/21	4/30/22	NV5	Agreement for Laboratory of Record Services for Scenario Village Project	(\$10,246.70)	Measure J	Facilities Planning & Management	Suleski
7/1/21	8/30/21	Rock Creek Construction, Inc.	Outdoor seat wall at Cowan tree landscape	(\$44,950.00)	Restricted General	Facilities Planning & Management	Suleski
5/27/21	2/24/22	United Building Contractors, Inc.	Change Order #1 for Technology Remodel Project increasing Contract Time	\$0.00	Measure J and Restricted	Facilities Planning & Management	Suleski
5/27/21	2/26/22	United Building Contractors, Inc.	Change Order #2 for Technology Remodel Project increasing Contract Sum and Contract Time	(\$10,636.63)	Measure J and Restricted	Facilities Planning & Management	Suleski
5/27/21	2/26/22	United Building Contractors, Inc.	Change Order #3 for Technology Remodel Project modifying Scope of Work	\$0.00	Measure J and Restricted	Facilities Planning & Management	Suleski
5/27/21	2/26/22	United Building Contractors, Inc.	Change Order #4 for Technology Remodel Project modifying Scope of Work & increase Contract Sum	(\$694.21)	Measure J and Restricted	Facilities Planning & Management	Suleski
6/1/21	6/30/21	Tri Path Technology Group	Skyway Center Smart Classroom Cabling Runs	(\$24,829.00)	Measure J	Facilities Planning & Management	Suleski
6/1/21	7/14/21	Table Mountain Cabinets & Fixtures	Fabricate and Install Custom P-Lam Testing Stations in CBC 105	(\$19,450.00)	Restricted General	Facilities Planning & Management	Suleski
7/1/21	6/30/22	Sunset Services	Grade III Operator for Sewage Treatment Plant	(\$30,240.00)	Unrestricted General	Facilities Planning & Management	Suleski
			TOTAL REVENUE CONTRACTS	\$8,112.00			
			TOTAL EXPENSE CONTRACTS	(\$3,259,881.86)			

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Quarterly Financial Status Report for the Quarter Ended March 31, 2021	Item No: 21-8135 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Finance/Facilities	Action Regular <input checked="" type="checkbox"/> <input type="checkbox"/> Information Consent <input type="checkbox"/> <input checked="" type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

Education Code Section 84040 specifies that financial information be periodically reported to the California Community Colleges Board of Governors. To comply with this requirement, the District prepares a Quarterly Financial Status Report (Form CCFS-311Q) each fiscal quarter for submission to the Chancellor’s Office.

The Chancellor’s Office report requires the reporting of unrestricted revenues, expenditures, and fund balance. The supporting documentation reflects the revised unrestricted and restricted budgets and the combined total activity through the quarter just ended.

Status

The Quarterly Financial Status Report for the quarter ended March 31, 2021 indicates that the District is financially stable and details the following:

68% of the total estimated revenue has been charged or received (67% unrestricted).

64% of the total expected expenditures have been expended (65% unrestricted).

The Reserve for Contingency is 5% of total expenditures.

Recommendation

It is recommended that the Board of Trustees approve the Quarterly Financial Status Report (CCFS-311Q) for the quarter ended March 31, 2021.

Butte-Glenn Community College District
Revenue/Expenditures
As of March 31, 2021

Final Budget	Unrestricted	Restricted	Fund 11 12	Actuals
Fund 11 12	Fund 11	Fund 12	Combined	To Date
Combined	3rd Quarter	3rd Quarter	3rd Quarter	Combined
	Revised	Revised	Revised	

REVENUE

Beginning Balance	\$26,069,938			\$26,875,642	
8110 Forest Reserve	-	-	-	-	-
8121 College Work Study - Admin	12,560	12,560	-	12,560	889
8122 College Work Study - Wages	218,000	-	218,000	218,000	17,290
8123 College Work Study - Job Devel.	27,575	27,575	-	27,575	30,424
8124 College Work Study - Comm. Service	20,365	-	20,328	20,328	494
8131 Adult Education	22,496	-	24,877	24,877	-
8136 Foster Care	101,639	-	101,639	101,639	-
8140 Transitional Assistance to Needy Families (TANF)	30,925	-	33,669	33,669	-
8151 Supplemental Educational Opportunity Grants (SEOG) - Admin.	13,117	13,117	-	13,117	11,714
8152 Pell Grant - Admin.	40,000	40,000	-	40,000	-
8160 Veterans' Attendance Allowance	12,166	-	12,166	12,166	-
8170 Perkins	777,886	-	908,276	908,276	-
8174 VTEA - Tech Prep.	42,483	-	42,483	42,483	-
8193 TRIO Grant	-	-	523,776	523,776	53,657
8194 Small Business Development	255,951	-	395,382	395,382	116,330
8197 US Dept Ed/OPE	1,425,000	-	3,212,835	3,212,835	832,107
8198 CARES Act-Federal Funding	4,606,025	-	4,707,981	4,707,981	2,433,648
8199 Other Federal Revenue	561,403	-	631,195	631,195	186,487
8100 TOTAL FEDERAL REVENUE	8,167,591	93,252	10,832,607	10,925,859	3,683,040
8612 State General Apportionment	41,660,310	41,660,310	-	41,660,310	25,392,559
8613 Full Time Faculty Hiring	461,204	461,204	-	461,204	461,204
8614 Part-Time Faculty Compensation	249,360	249,360	-	249,360	221,956
8615 Enrollment Fee Admin.	128,800	128,800	-	128,800	128,800
8619 Prior Year Corrections	3,588	3,588	-	3,588	2,341
8620 Student Equity and Achievement	6,112,264	-	7,305,122	7,305,122	3,846,749
8621 CalWorks	382,890	-	382,567	382,567	343,261
8622 Extended Opportunity Programs and Services (EOPS)	1,894,679	-	1,549,693	1,549,693	1,458,894
8623 Cooperative Agency Resources and Education (CARE)	271,517	-	1,049,213	1,049,213	705,091
8624 Disabled Student Services and Programs (DSPS)	721,514	-	1,052,648	1,052,648	904,149
8626 Telecommunications	15,986,836	-	16,860,329	16,860,329	14,096,622
8627 Student Financial Aid Admin.	504,029	-	427,047	427,047	427,047
8629 Scheduled Maintenance and Instructional Equipment	-	-	-	-	-
8630 Education Protection Account	7,619,398	7,619,398	-	7,619,398	8,537,841
8631 Transitional Assistance to Needy Families (TANF)	33,715	-	33,669	33,669	-
8633 Funds for Student Success - MESA (Math, Engineering, Science)	57,423	-	94,799	94,799	-
8634 Classified Professional Development	82,225	-	82,225	82,225	82,225
8635 Equal Employment Opportunity (EEO)	66,445	-	66,445	66,445	59,445
8636 Foster Care Grant	209,842	-	209,842	209,842	206,120
8638 Technology Center	13,711,333	-	10,421,938	10,421,938	6,071,912
8640 Veterans Resource Center	69,229	-	247,206	247,206	111,354
8642 CA College Promise	936,972	-	924,182	924,182	983,822
8643 Student Success Completion	2,100,392	-	2,100,392	2,100,392	2,100,392
8644 Financial Aid Technology	209,574	-	220,654	220,654	220,655
8645 CARES Act-State Block Grant	622,938	-	622,938	622,938	622,938
8646 Immediate Action Budget Pkg	-	-	1,200,000	1,200,000	1,028,530
8653 AB86	2,238,205	-	2,369,278	2,369,278	1,666,003
8654 College Homeless Pilot	700,000	-	633,570	633,570	519,570
8657 Economic Development	845,665	-	1,219,197	1,219,197	608,414
8658 Strong Workforce Program	14,318,137	-	37,255,727	37,255,727	32,463,022
8659 Other Categorical Programs	-	-	-	-	-
8671 Homeowners' Exemptions Taxes	211,849	211,849	-	211,849	110,839
8672 Timber Yield Tax	46,829	46,829	-	46,829	18,892
8681 State Lottery Proceeds	2,118,132	1,567,833	550,299	2,118,132	1,522,494
8683 Mandated Costs	308,660	308,660	-	308,660	312,771
8690 Guided Pathways	280,000	-	947,432	947,432	111,892
8692 STRS On Behalf	1,806,711	1,605,759	200,952	1,806,711	-
8693 Innovation Award	500,000	-	500,000	500,000	500,000
8699 Other State Revenue	610,859	-	1,410,531	1,410,531	534,658
8600 TOTAL STATE REVENUE	118,081,524	53,863,590	89,937,895	143,801,485	106,382,462

34%

74%

8811 Secured Taxes	15,260,174	15,260,174	-	15,260,174	8,966,487	
8812 Supplemental Roll Taxes	190,436	190,436	-	190,436	166,591	
8813 Unsecured Taxes	859,864	859,864	-	859,864	987,126	
8816 Prior Year Taxes	23,804	23,804	-	23,804	51,316	
8817 Educational Revenue Augmentaion Fund (ERAF)	(2,544,265)	(2,544,265)	-	(2,544,265)	(1,320,509)	
8818 Redevelopment - Local	1,664,422	1,664,422	-	1,664,422	1,289,177	
8819 Redevelopment - Residual	-	-	-	-	-	
8829 Gifts and Contributions	4,000	-	4,000	4,000	2,440	
8831 Contract Instructional Services	49,225	-	146,368	146,368	-	
8839 Contract Education	2,298,664	-	4,472,830	4,472,830	1,279,289	
8840 Sales and commissions	47,500	47,500	-	47,500	-	
8842 Sale of Equipment and Supplies	52,500	-	52,500	52,500	37,638	
8859 Other Rentals and Leases	28,202	13,000	15,202	28,202	10,500	
8861 Interest	1,200,000	1,200,000	-	1,200,000	397,592	
8872 Community Service Classes	99,101	-	99,101	99,101	73,953	
8874 Enrollment Fees	2,839,331	2,839,331	-	2,839,331	2,901,942	
8876 Health Service Fees	308,049	-	371,917	371,917	349,265	
8877 Material Fees	220,000	188,517	-	188,517	188,517	
8879 Student Records/ID Card	63,859	63,859	-	63,859	22,153	
8880 Non-Resident Student Fees	1,484,048	1,506,859	-	1,506,859	1,248,033	
8881 Transportation Fees	175,000	-	175,000	175,000	117,823	
8882 Audit Fees	2,000	2,000	-	2,000	1,260	
8885 Other Student Fees & Charges	10,000	10,000	-	10,000	(1,243)	
8886 Technology Access Fee	415,500	415,500	-	415,500	364,179	
8888 Library Charges	10,000	-	10,000	10,000	11	
8893 Prior Year Outlawed Warrants	28,000	28,000	-	28,000	8,266	
8894 Workers Comp. Reimbursements	28,000	28,000	-	28,000	29,367	
8896 Safety Credits	20,000	-	55,350	55,350	-	
8897 Parking Meters & Fines	20,000	20,000	-	20,000	2,861	
8899 Other Local Revenue	961,236	50,000	1,668,409	1,718,409	613,459	
8800 TOTAL LOCAL REVENUE	25,818,650	21,867,001	7,070,677	28,937,678	17,787,493	61%
8980 Incoming Transfers	3,928,991	2,200,000	1,728,991	3,928,991	-	
8000 TOTAL REVENUE	155,996,756	78,023,843	109,570,170	187,594,013	127,852,995	68%
TOTAL REVENUE AND BEGINNING BALANCE	\$182,066,694			\$214,469,655		

Apportionment Summary:

Includes General Apportionment, Education Protection Account, Property taxes, and 98% Enrollment Fees

67,775,365	67,775,365	67,775,365	47,044,222
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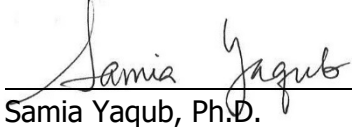
EXPENSES

1100 Instruction, Regular	15,713,185	14,688,347	797,366	15,485,713	12,357,251	
1200 Non-instruction, Regular	7,823,606	5,814,363	2,136,636	7,950,999	6,007,891	
1300 Instruction, Non-regular	7,906,858	7,843,652	10,000	7,853,652	5,056,144	
1400 Non-instruction, Non-regular	971,494	698,130	1,718,378	2,416,508	2,210,945	
1000 TOTAL ACADEMIC SALARIES	32,415,143	29,044,492	4,662,380	33,706,872	25,632,231	76%
2100 Non-instruction, Regular	23,820,882	13,328,270	10,919,522	24,247,792	16,717,357	
2200 Instructional Aids, Regular	1,418,842	1,169,008	398,586	1,567,594	1,105,831	
2300 Non-instruction, Non-regular	1,248,352	493,267	1,685,445	2,178,712	1,075,973	
2400 Instructional Aids, Non-regular	484,792	336,221	716,083	1,052,304	479,838	
2000 TOTAL CLASSIFIED SALARIES	26,972,868	15,326,766	13,719,636	29,046,402	19,378,999	67%
3100 STRS (State Teachers Retirement)	7,042,762	6,307,749	857,752	7,165,501	2,996,654	
3200 PERS (Public Employees Retirement)	5,250,916	3,068,645	2,349,897	5,418,542	3,842,782	
3300 OASDI (Old Age, Survivors & Disability)	2,455,703	1,566,003	958,804	2,524,807	1,891,666	
3400 Health, Dental, & Life Insurance	13,484,064	10,113,196	3,541,039	13,654,235	7,315,389	
3450 Retiree Benefits Normal Cost	1,068,330	749,167	336,895	1,086,062	953,338	
3500 State Unemployment Insurance	116,973	88,601	34,991	123,592	86,818	
3600 Workers' Compensation Insurance	792,532	525,409	219,688	745,097	569,255	
3700 Alternate Retirement Plan	-	-	11,124	11,124	7,457	
3900 Income Protection Insurance	262,352	206,616	84,338	290,954	176,260	
3000 TOTAL EMPLOYEE BENEFITS	30,473,632	22,625,386	8,394,528	31,019,914	17,839,619	58%
4200 Duplicating Supplies	70,778	47,746	32,531	80,277	8,436	
4300 Supplies, Instructional	812,876	207,248	1,223,060	1,430,308	501,292	
4500 Supplies, Non-instructional	2,604,869	930,033	1,526,075	2,456,108	693,478	
4000 TOTAL SUPPLIES	3,488,523	1,185,027	2,781,666	3,966,693	1,203,206	30%
5100 Personal Services & Consultants	30,720,246	844,631	51,542,655	52,387,286	38,985,318	
5200 Travel, Conference & Mileage	853,969	410,074	951,186	1,361,260	107,458	
5300 Dues & Memberships	98,034	142,623	452,682	595,305	502,818	
5400 Insurance	891,335	868,667	22,668	891,335	735,192	
5500 Utilities & Housekeeping Services	845,017	800,749	18,908	819,657	305,937	
5600 Rents, Leases & Repairs	2,563,441	2,494,930	2,118,224	4,613,154	3,870,856	
5700 Legal, Election & Audit	420,079	420,079	9,226	429,305	64,070	
5800 Other Services & Expenses	17,565,447	(98,357)	13,202,060	13,103,703	5,773,079	
5000 OTHER OPERATING EXPENSES	53,957,568	5,883,396	68,317,609	74,201,005	50,344,728	68%
TOTAL 1000-5000	147,307,734	74,065,067	97,875,819	171,940,886	114,398,783	67%
6100 Site Improvements	30,231	31,261	892,180	923,441	13,550	
6200 Buildings	253,667	134,153	201,145	335,298	184,754	
6300 Library Books	213,789	201,319	10,000	211,319	178,033	
6400 Equipment	526,155	589,410	3,418,042	4,007,452	1,268,642	
6500 Lease Purchase Agreements	99,375	62,375	-	62,375	21,457	
6600 Capitalized Equipment	24,902	223,744	397,462	621,206	301,803	
6000 TOTAL CAPITAL EXPENSES	1,148,119	1,242,262	4,918,829	6,161,091	1,968,239	32%
1000 - 6000 TOTAL EXPENDITURES	148,455,853	75,307,329	102,794,648	178,101,977	116,367,022	65%
7100 Debt Retirement	963,323	963,323	-	963,323	641,939	
7300 Interfund Transfers	4,578,844	3,437,878	1,200,000	4,637,878	1,400,000	
7400 Other Transfers	-	-	-	-	-	
7500 Student Financial Aid	3,326,856	31,763	4,555,251	4,587,014	2,757,602	
7600 Other Payments to Students	473,466	85,136	1,020,271	1,105,407	343,647	
7000 TOTAL OTHER OUTGO	9,342,489	4,518,100	6,775,522	11,293,622	5,143,188	46%

TOTAL EXPENDITURES	157,798,342	79,825,429	109,570,170	189,395,599	121,510,210	64%
Reserves:						
9710 Reserve for Contingencies	7,889,917			9,469,780		
9721 Reserve for Glenn County Center	-			-		
9728 Reserve for Budget Planning	16,378,435			15,604,276		
Total Reserves	24,268,352			25,074,056		
TOTAL EXPENDITURES AND						
ENDING BALANCE	182,066,694			214,469,655		
	(1,801,586)	(1,801,586)	-	(1,801,586)		

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Donation of District Personal Property: Miscellaneous Electronic Equipment	Item No: 21-8136 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Finance/Contracts	Action <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Information <input type="checkbox"/> Consent <input checked="" type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

The Butte-Glenn Community College District is owner of the electronic equipment listed on Exhibit A attached to this item. The District has determined that the electronic equipment listed is no longer required for District purposes and is unsatisfactory and not suitable for District use due to a change in technology.

Under California Education Code Section 81452 (c), if the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board.

Status

The District's Facilities Planning & Management Department, in collaboration with Information Technology Systems Department, determined the electronic equipment listed on Exhibit A is of insufficient value to defray the costs of arranging a sale, and the donation to the Computers for Classrooms to be in accordance with District's Board Policy 6550 and held in the District's best interests. The Computers for Classrooms has agreed to accept this property.

Recommendation

It is recommended that the Board of Trustees find that the surplus property described as electronic equipment listed on Exhibit A attached to this item, is of insufficient value to defray the costs of arranging a sale.

It is further recommended that the Board of Trustees authorize the surplus property described as electronic equipment listed on Exhibit A be donated to the Computers for Classrooms as a donation of the District's personal property.

EXHIBIT A

Board Meeting Date: June 30, 2021

DISPOSAL OF DISTRICT PROPERTY: ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIALS PURCHASED BETWEEN
JANUARY 01, 1999 TO MARCH 22, 2016

ITEM STATUS OPTIONS: DONATE, SELL, SURPLUS, SCRAP/SALVAGE/OTHER

Butte College Asset No. / Product Serial/Model No.	Item Description	Item Status
511768	CAMERA	DONATE
511787	CAMERA	DONATE
524308	COMPUTER TOWER	DONATE
524892	COMPUTER TOWER	DONATE
528043	COMPUTER TOWER	DONATE
527729	COMPUTER TOWER	DONATE
523650	COMPUTER TOWER	DONATE
526848	COMPUTER TOWER	DONATE
527666	COMPUTER TOWER	DONATE
525361	COMPUTER TOWER	DONATE
523456	COMPUTER TOWER	DONATE
530460	COMPUTER TOWER	DONATE
523775	MONITOR	DONATE
526079	MONITOR	DONATE
527917	MONITOR	DONATE
513081	MONITOR	DONATE
523747	MONITOR	DONATE
523767	MONITOR	DONATE
528139	MONITOR	DONATE
524587	MONITOR	DONATE
523455	MONITOR	DONATE
527560	MONITOR	DONATE
523258	MONITOR	DONATE
523301	MONITOR	DONATE
523267	MONITOR	DONATE
523251	MONITOR	DONATE
523300	MONITOR	DONATE
528138	MONITOR	DONATE
504311	NOTEBOOK COMPUTER	DONATE
504739	ELECTRONIC PIPE LOCATOR	DONATE
521241	PRINTER	DONATE
515594	PRINTER	DONATE
527958	PRINTER	DONATE
527961	PRINTER	DONATE
527962	PRINTER	DONATE
527964	PRINTER	DONATE
527957	PRINTER	DONATE
527960	PRINTER	DONATE
527963	PRINTER	DONATE
527965	PRINTER	DONATE

EXHIBIT A

Board Meeting Date: June 30, 2021

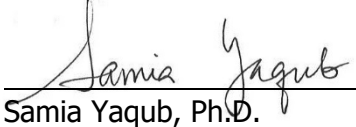
DISPOSAL OF DISTRICT PROPERTY: ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIALS PURCHASED BETWEEN
JANUARY 01, 1999 TO MARCH 22, 2016

ITEM STATUS OPTIONS: DONATE, SELL, SURPLUS, SCRAP/SALVAGE/OTHER

Butte College Asset No. / Product Serial/Model No.	Item Description	Item Status
527959	PRINTER	DONATE
503826	PRINTER	DONATE
529567	PRINTER	DONATE
529071	SMART PODIUM	DONATE
511363	SWITCH	DONATE
4844249	SWITCH	DONATE
512728	SWITCH	DONATE
530010	TABLET COMPUTER	DONATE
527657	TABLET COMPUTER	DONATE
526939	TABLET COMPUTER	DONATE
511279	TOUCHPANEL	DONATE
508047	TV	DONATE
507973	TV	DONATE

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Reappointment of Measure J Citizens' Bond Oversight Committee Members	Item No: 21-8137 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Finance	Action Regular <input checked="" type="checkbox"/> <input type="checkbox"/> Information Consent <input type="checkbox"/> <input checked="" type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

In compliance with Proposition 39, the Board of Trustees appointed an independent Measure J Citizens' Bond Oversight Committee on March 22, 2017 to inform the public concerning the District's expenditure of revenues received from the sale of Measure J bonds authorized by voters in the November 8, 2016 general election. The Citizens' Bond Oversight Committee shall consist of at least seven members each to serve for a term of two years without compensation and for no more than two consecutive terms. The Citizens' Bond Oversight Committee shall be comprised as follows: (1) One member shall be active in a business organization representing the business community located within the district; (2) One member shall be active in a senior citizens' organization; (3) One member shall be active in a bona fide taxpayers' organization; (4) One member shall be a student who is both currently enrolled in the district and active in a community college group, such as student government; (5) One member shall be active in the support and organization of a community college such as a member of an advisory council or foundation; and (6) Two members shall be at-large community members.

Status

The term for four members of the committee will expire on June 30, 2021. In order to maintain compliance with the statutory requirements for committee membership, the Board must appoint new members or reappoint current members to a third 2-year term. The proposed appointees meet the statutory requirements for membership.

Recommendation

It is recommended the Board of Trustees reappoint the following persons to serve a third 2-year term on the Measure J Citizens' Bond Oversight Committee commencing July 1, 2021 – June 30, 2023:

Business/Community Representatives

Mike Boss, Business Organization,

John Nock, Member at Large

Bona Fide Taxpayers Association

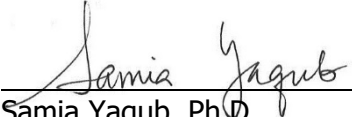
Gilbert Houston, Howard Jarvis Taxpayers Association

Senior Citizen's Organization Representative

Orval Hughes, Peg Taylor Center

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Approval and/or Ratification of Personnel Actions	Item No: 21-8138 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Human Resources	Action Regular <input checked="" type="checkbox"/> <input type="checkbox"/> Information Consent <input type="checkbox"/> <input checked="" type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Recommendation

It is recommended that the Board of Trustees approve and/or ratify the personnel actions as follows:

Management*

1. Employment of Chief Technology Officer, CCCTC – Adrian (Wee-boon) Teo
 Full-time, 40 hours per week, 12 months per year
 Salary: MSC - 26
 Effective: June 1, 2021

2. Employment of Retention Specialist (Roadrunner Rise) – Alison Saechao
 Full-time, 40 hours per week, 12 months per year
 Salary: MSC - 4
 Effective: July 1, 2021

3. Employment of Title IX Coordinator (Student Services) – Curtis Pahlka
 Full-time, 40 hours per week, 12 months per year
 Salary: MSC - 12
 Effective: June 3, 2021

4. Employment of Interim Supervisor, Retention Specialist (Student Success Services) – Dawn Blackhorse
 Effective: 7/1/21 – 6/30/22

5. Employment of Interim Program Coordinator, Grants – Kelsey Harrington
 Full-time, 40 hours per week, 12 months per year
 Salary: MSC - 7
 Effective: July 1, 2021 – June 30, 2022

6. Employment of Interim Retention Specialist (Student Services) – Maisue Thao
 Full-time, 40 hours per week, 12 months per year
 Salary: MSC - 4
 Effective: July 1, 2021 – June 30, 2022

7. Employee working Out-of-Class: Director, Financial Aid & Veterans Services (Financial Aid) – Jeannie Lybbert
Effective: 5/10/21 – 6/30/21
8. Employee working Out-of-Class: Assistant Director, Financial Aid & Veterans Services (Financial Aid) – Zariel Torres
Effective: 5/20/21 – 6/30/21
9. Employee working Out-of-Class: Supervisor, Student Services (Welcome Center) – Malcom Dixon
Effective: 5/10/21 – 6/30/21

Academic*

10. Assignment as Honda PACT Coordinator (20%) – Doug Conrad
Effective: Academic Year 2021-2022
11. Employment of Full-Time, Temporary, Non-Tenure Track, Counselor – Devon Carlson
Status: Temporary
Salary: Placement on the Academic Salary Schedule as determined by education and experience
Effective: July 1, 2021 – December 17, 2021
12. Employment of Full-Time, Temporary, Non-Tenure Track, Grant Funded Advanced Manufacturing Instructor – Jacob Gallego
Status: Temporary
Salary: Placement on the Academic Salary Schedule as determined by education and experience
Effective: August 1, 2021 – May 27, 2022
13. Employment of Full-Time, Temporary, Non-Tenure Track, Grant Funded Nursing Instructor – Diane Wagster Penne
Status: Temporary
Salary: Placement on the Academic Salary Schedule as determined by education and experience
Effective: August 1, 2021 – December 17, 2021
14. Employment of Temporary Academic Employees (Instructors and Student Development)
Part-Time Faculty recommended for employment effective Spring Semester 2021 – Eric Forsberg, Natalie Mathrole, Casey O’Hern, Ryan Rubinoff
15. Employment of Temporary Academic Employees (Instructors and Student Development)
Part-Time Faculty recommended for employment effective Summer Session 2021 – Attachment “A”

Classified Employees*

16. Employment of Administrative Secretary to the Dean – Wendy Bocast
Full-time, 40 hours per week, 12 months per year
Salary: CSEA - 27
Effective: July 1, 2021
17. Employment of Administrative Secretary to the Dean – Tessa St. John
Full-time, 40 hours per week, 12 months per year
Salary: CSEA - 27
Effective: July 1, 2021
18. Employment of Admissions & Records Evaluator – Kim Begbie
Full-time, 40 hours per week, 12 months per year
Salary: CSEA - 29
Effective: July 1, 2021

19. Employment of Student Success Specialist (Career & Academic Assessment Center) – Tavona Lindo
Part-time, 24 hours per week, 12 months per year
Salary: CSEA - 25
Effective: July 1, 2021
20. Employment of Custodian I (FPM) – Toni Bartolini
Full-time, 40 hours per week, 12 months per year
Salary: CSEA - 14
Effective: June 1, 2021
21. Employee working Out-of-Class: Clinical Assistant/Office Coordinator (SHC) – Vanessa Smith
Effective: 7/1/21 – 6/30/22
22. Employee working Out-of-Class: Program Assistant (CalWORKs/CalFresh/Roadrunner Hub) – Renee Argetsinger
Effective: 7/1/21 – 6/30/22
23. Employee working Out-of-Class: Program Assistant (EOPS) – Constance Grey-Lavin, Meui Saelee
Effective: 7/1/21 – 6/30/22

Temporary Employees*

24. Substitutes

- Community Service Officer (College Police) – Cassidy Richer
Salary: \$18.75 per hour 5/26/21 – 6/30/21
- USS Technician (ITSS) – Eric Schell
Salary: \$23.25 per hour 7/1/21 – 6/30/22
- Administrative Secretary to the Dean (Student Equity & Achievement) – Renata Roughton
Salary: \$27.00 per hour 5/21/21 – 6/30/21
- Shipping/Receiving & Mail Services (FPM) – Jordan Yang
Salary: \$18.50 per hour 7/1/21 – 6/30/22
- Custodian I (FPM) – Jordan Yang, Samuel Gimple, Cameron Sloan
Salary: \$16.75 per hour 7/1/21 – 6/30/22
- Maintenance Technician Sr. (FPM) – Kyle Robbins
Salary: \$23.25 per hour 7/1/21 – 6/30/22
- Community Service Officer (College Police) – Christopher Schoof
Salary: \$18.25 per hour 6/1/21 – 6/30/21
- Community Service Officer (College Police) – Christopher Schoof
Salary: \$18.25 per hour 7/1/21 – 7/31/21
- Student Success Specialist (Student Services) – Lorena Velazquez-Magdaleno
Salary: \$22.00 per hour 7/1/21 – 6/30/22
- Community Service Officer (College Police) – Cassidy Richer, Justin Joslyn
Salary: \$18.25 per hour 7/1/21 – 6/30/22

25. Short Term/Seasonal

- Bus Driver (FPM) – Renee Marshall, Michelle Dodele-Monnot
Salary: \$18.50 per hour 5/29/21 – 6/30/21
- Bus Driver (FPM) – Renee Marshall, Michelle Dodele-Monnot
Salary: \$18.50 per hour 7/1/21 – 8/13/21
- Bus Driver (FPM) – Connie Smart
Salary: \$18.50 per hour 7/1/21 – 7/31/21
- Bus Driver (FPM) – Jonathon Jehle, Judy Plaster, Steve Suihkonen, Susan Swartz
Salary: \$18.50 per hour 7/1/21 – 6/30/22

Bus Operator (FPM) – Susan Swartz, Steve Suihkonen, Judy Plaster, Jonathon Jehle

Salary: \$18.50 per hour 7/1/21 – 6/30/22

Instructional Aide – Reading & Writing (CAS) – Rae Morrison

Salary: \$23.50 per hour 7/1/21 – 7/16/21

NFNRC Chair (NFNRC) – Kimberley Harrel

Salary: \$47.50 per hour 7/1/21 – 12/31/21

Campus Security (College Police) - Justin Joslyn, Cassidy Richer

Salary: \$18.25 per hour 7/1/21 – 6/30/22

26. **Professional Expert**

EMT/Paramedic – Kelly Ewing

Salary: \$14.50 per hour 6/7/21 – 6/30/21

EMT/Paramedic – Kelly Ewing

Salary: \$14.50 per hour 7/1/21 – 6/30/22

Crime Scene Actor – Cameron Garlick

Salary: \$14.00 per hour 5/20/21 – 6/30/21

27. **Retirements/Resignations**

Retirement, Executive Director (CCCTC) – Tim Calhoon

Effective: September 7, 2021

Retirement, Administrative Secretary III, (Language, Arts, Mathematics & Science) – Deborah Stearns

Effective: May 15, 2021

Resignation, Dean, Student Services, Clinton Slaughter

Effective: July 14, 2021

Retirement, Support Engineer, CCCTC – Merrie Wales

Effective: February 1, 2022

Resignation, Support Center Bilingual/Biliterate – Jamye Rodriguez

Effective: June 9, 2021

Resignation, Counselor – Anna Ortega-Nieto

Effective: July 1, 2021

*Contingent upon successful completion of background check. All regular salary placements will be in accordance with the rules and regulations for placement on the Board of Trustees approved salary schedules.

ATTACHMENT "A"

Aldridge, Billy
Alexander, Jesse
Ament, Derek
Anderson, Heidi
Anderson, Tiffani
Appel, Rolfe
Arteaga, Rachel
Azevedo, Daniel
Bailey, Leonard
Barnett, Robert
Bearden, Stacy
Beck, Corinne
Bianchini, Elizabeth
Bokavich, Casey
Bond, Joseph
Booth, Lillian
Boothe, Todd
Bootman, Scott
Bordoli, Guy
Boyd, Steve
Brindley, Peter
Brown, Robert
Buckhout, Robert
Burke, John
Buzan, Melinda
Calkins, Matthew
Candelaria, Kelly
Carey, Margaret
Carlisle, Andrei
Carlson, Devon
Carrillo, John
Cavaness, Linda
Chavez, Mark
Christopher, Madeline
Conlan, Lance
Cooper, Andrew
Coulombe, Julie
Cowell, Jean
Daly, Jennifer
Davis, David
Davison, Bryce
Demaggio, Julie
Deromedi, Lia
Dineen, Leland
Duch, Andrew
Duitsman, Stan
Dunne, Anne

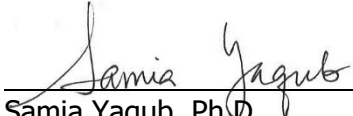
Durkin, Jeffrey
Edgmon, Michael
Ellis, Amanda
Ensslin, Teresa
Evaro, Heidi
Fedrizzi, Victor
Ferrin, Josiah
Ferro, Sam
Frazer, Cristin
Fridrich, Tonia
Furry, Ashley
Garcia, Timothy
Gebbia, Joseph
Gee, Travis
Gilmette, Edward
Gonzalez, Eduardo
Goyen, Mary
Grenko, Suellen
Grimes, Ruth
Gsell, Ryan
Gust, Karen
Haasl, David
Hall, Steven
Hames, John
Hanley, Kevin
Hannah, Michael
Hard, Keith
Harr, Becky
Harrington, Steven
Harrison, Stephen
Hart, Diane
Hasek, Bruce
Hays, Jonathan
Heston, Koby
Higbee, Jarrod
Hilderbrand, Suzanne
Hindman, Darrell
Hughes, Gary
Hutcheson, Donald
Jackson, Jessica
Johal, Rajdeep
Keating, Michael
Kelleher, John
Kelso, John
Kennedy, Joseph
Kidd, Carey
Kimple, Kevin

King, Cedric
King, Daniel
Kongkeoviman, Bounpc
Kutil, Devin
Laczko, Kaitlyn
Lara, Anthony
Lara, Jose
Larson, Tiffany
Lefkowitz, Todd
Llamas, Samuel
Lowe, Deanna
Lunel, Ezra
Lydon, Dean
Magneson, Lauren
Main, David
Maletic, Stephen
Marsh, David
Marshall, Bryan
Marshall, Sheri
Martin, John
Marvier, Alexis
Mathrole, Natalie
Maxey, Justin
Miko, Katalin
Minton, Douglas
Moore, Ty
Murphy, Mark
Murphy, Michael
Newton, Tyler
Nicodemus, Christopher
Nissen, Karen
O'Hern, Casey
O'Quin, Sharon
Oelrichs, Amy
Ortiz, Antoinette
Ozanne, Nick
Parrott, James
Pearson, Sally
Peloso, Dominick
Pershing, Jeffrey
Person, Johnny
Peter, Eric
Peters, Mari
Peterson, Sue
Piazza, Jason
Pilakowski, Michael
Ping, Jean

Pollard, Jeremy
Porter, Ford
Portillo, Matthew
Rathbun, Chris
Reese, Norman
Reinhardt, Dennis
Richardson, Robert
Robson, Devin
Rubinoff, Ryan
Sandberg, Ross
Sanders, Allen
Sanfilippo, Dominic
Schoelkopf, John
Scholar, Gary
Schwyzler, Cedric
Sederquist, Janessa
Seghieri, Richard
Smith, Eva
Smith, Kenneth
Smith, Olav
Smith, Shawn
Solano, Stephen
Spencer, Errin
Spencer, Ivy
St. Cin, Denise
Stevens, Belinda
Strahan, Lori
Tange, Mark
Thomas, Michael
Thomas, William
Townsley, Wesley
Villalba, Margarita
Wadsworth, Mark
Walker, Chadwick
Ward, Jacob
Welton, David
Westwood, Lisa
White, Jennifer
Wicks, Michael
Wilkins, Valinda
Williams, Lisa
Willmann, Hans
Wines, Jason
Winton, Jason
Winzenz, Thaddaeus
Wolfe, Matthew
York, Kevin
York, Stayce
Ziegenmeyer, Logan
Zuppan, Shelby

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Approval of Contracts	Item No: 21-8139 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

Pursuant to Board Policy 6340, the Board has delegated the authority to enter into contracts on behalf of the District to the Superintendent/President or designee. Contracts for work to be done, services to be performed, or for goods, equipment, or supplies to be furnished or sold to the District that exceed the amounts specified in Public Contract Code Section 20651 require prior approval by the Board.

Pursuant to the District's Informal Bidding Procedures under the Uniform Public Construction Cost Accounting Act, the Vice President for Administration or Director for Facilities Planning & Management are authorized to award contracts for public projects not exceeding the Informal Bid Limit prescribed by Public Contract Code Section 22032. Contracts for public projects that exceed the Informal Bid Limit require a formal bidding procedure and approval by the Board.

Status

The relevant amount specified in Public Contract Code Section 20651 as adjusted annually is currently \$96,700.00 for contracts to purchase equipment, materials, supplies, services, and repair. The relevant amount specified in Public Contract Code Section 22032 is \$200,000.00 for public projects contracts.

The District proposes to enter into the contract(s) described on the attached Contracts Approval Report. All contracts are put through an approval process which includes verification of funds available in the budget.

Recommendation

It is recommended that the Board of Trustees approve the contract(s) listed on the Contracts Approval Report and authorize the Superintendent/President or designee to enter into the contract(s) in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting, contingent upon available funding and contingent upon successful completion of negotiation of terms with the contractor(s).

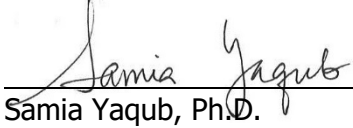
Butte-Glenn Community College District

CONTRACTS APPROVAL REPORT

Contract Effective Date	Contract Expiration Date	Contractor	Contract Purpose	Contract Value Revenue/(Expense)	Funding Source	Originated by: District Department	Approved by: District Administrator
Upon Fully Executed	6/30/22	Rancho Santiago Community College District	Liaison on behalf of California Conservation Corps and Chancellor's Office California Community Colleges to develop and implement sustainable community college education, training, and college awareness programs for members of the California Conservation Corps	\$605,233.00	Restricted General	Contract Education	Guleff
7/1/21	6/30/22	Work Training Center for the Handicapped, Inc.	Instructional Service Agreement to provide instruction and assessment in CPE courses	(\$182,500.00)	Unrestricted General	Special Programs	Guleff
7/1/21	6/30/22	ARC of Butte County	Instructional Service Agreement to provide instruction and assessment in CPE courses	(\$101,280.00)	Unrestricted General	Special Programs	Guleff
			TOTAL REVENUE CONTRACTS	\$605,233.00			
			TOTAL EXPENSE CONTRACTS	(\$283,780.00)			

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Approval to Purchase Furniture from Knoll, Inc. utilizing the Foundation for California Community Colleges Contract Number CB-264-18	Item No: 21-8140 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

The District’s Facilities Planning and Management requires furniture for the Technology Remodel Project. Funding will be allocated from the Measure J Bond Funds.

Public Contract Code Section 20661 authorizes the Chancellor of the California Community Colleges to enter into contracts on behalf of one or more community college districts. The Foundation for California Community Colleges (FCCC), a non-profit organization, serves as the official auxiliary to the California Community Colleges’ Board of Governors and the Chancellor’s Office. FCCC operates CollegeBuys, a group purchasing program focused exclusively on the needs of California Community Colleges designed to leverage the buying power of community college districts to secure the most advantageous pricing from enterprise level vendors using system-wide agreements.

Status

District staff recommends use of the awarded FCCC Administrative Services Agreement CB-264-18, as a source to purchase furniture from Knoll, Inc. for the term of July 1, 2021 through March 30, 2022, in the amount not to exceed \$113,844.49. District staff has reviewed available leveraged purchasing agreements and other formal purchasing options and found that this FCCC contract best meets the needs of the District.

Recommendation

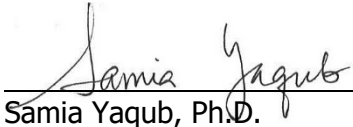
It is recommended that the Board of Trustees approve the purchase of the required furniture from Knoll, Inc. utilizing FCCC Administrative Services Agreement CB-264-18, per the terms of the FCCC contract, during the term of July 1, 2021 through March 30, 2022, in the amount not to exceed \$113,844.49.

Board approval is contingent upon available funding and contingent upon successful completion of negotiation of terms with the contractor.

It is further recommended that the Board authorize District staff to execute the necessary contract documents related to the purchase of furniture from Knoll, Inc. in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Approval of Contract Award for Bid Scenario Village Project	Item No: 21-8141 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/> <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

On April 14, 2021 and April 21, 2021, the District advertised a Request for Formal Bid Proposals for the Scenario Village Project. The project includes, but is not limited to, concrete foundations, plumbing, data, communications, and electrical for five (5) modular buildings and one restroom modular building, and a shade structure. The work will include all site grading and installation of curbing, gutters, sidewalks, asphalt paving, striping, site signage, and street lighting. The construction cost estimate for the work was approximately \$802,109.

The project is part of the District's Measure J Bond Program. Funding for this project will be allocated from the Measure J Bond Funds.

Seven contractors attended the mandatory job walk on April 22, 2021. Five contractors submitted bids by the bid due date on May 11, 2021.

Status

Recommendation of award of contract was predicated on the lowest responsive responsible bidder for the Bid Proposal Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results detailing the responsive bid(s) received is:

Bid Opening Results			
Contractor	Base Bid Amount	Alternate Amount	Bid Proposal Amount
Franklin Construction	\$1,061,571.00	\$0.00	\$1,061,571.00
JCO Engineering	\$824,625.00	\$0.00	\$824,625.00
REM Construction, Inc.	\$1,389,970.00	\$0.00	\$1,389,970.00
R&R Horn, Inc.	\$1,147,633.00	\$0.00	\$1,147,633.00
United Building Contractors, Inc.	\$857,257.00	\$0.00	\$857,257.00

Upon completion of District's due diligence review, JCO Engineering is the lowest responsive responsible bidder for this project work and acceptance of the bid is in the best interest of the District.

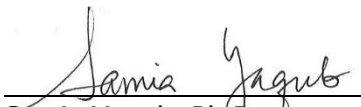
Recommendation

It is recommended that the Board of Trustees approve the award of contract for the Request for Formal Bid Proposals Scenario Village Project to JCO Engineering, of Chico, CA, as the lowest responsive responsible bidder in the amount of \$824,625.00, which equals the Bid Proposal Amount. Board approval is contingent upon the contractor awarded the contract providing acceptable insurance and bonding as required in the Bid and Contract Documents.

It is further recommended that the Board of Trustees authorize District staff to execute necessary contract documents related to the award of contract for the Scenario Village Project to JCO Engineering prior to ratification by the Board at a subsequent meeting in accordance with Board Policy 6340.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Approval of Contract Award for Bid Underground Storage Tank Removal and Replacement Project	Item No: 21-8142 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

On May 5, 2021 and May 12, 2021, the District advertised a Request for Formal Bid Proposals for the Underground Storage Tank Removal and Replacement Project. The project includes, but is not limited to, the removal and disposal of the existing underground fuel tanks and the installation of an above ground fuel tank. The construction cost estimate for the work was approximately \$502,098.

The project is part of the District’s Measure J Bond Program. Funding for this project will be allocated from the Measure J Bond Funds.

Seven contractors attended the mandatory job walk on May 12, 2021. Eleven contractors submitted bids by the bid due date on May 25, 2021.

Status

Recommendation of award of contract was predicated on the lowest responsive responsible bidder for the Bid Proposal Amount as stipulated in the Bid and Contract Documents. A summary of the Bid Opening Results detailing the responsive bid(s) received is:

Bid Opening Results			
Contractor	Base Bid Amount	Alternate Amount	Bid Proposal Amount
Air and Lube Systems, Inc.	\$599,176.00	\$0.00	\$599,176.00
GEMS Environmental Management	\$647,969.77	\$0.00	\$647,969.77
McGuire and Hester	\$588,000.00	\$0.00	\$588,000.00
North State Earth and Water, Inc.	\$559,782.00	\$0.00	\$559,782.00

Upon completion of District’s due diligence review, North State Earth and Water, Inc. is the lowest responsive responsible bidder for this project work and acceptance of the bid is in the best interest of the District.

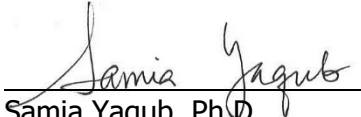
Recommendation

It is recommended that the Board of Trustees approve the award of contract for the Request for Formal Bid Proposals Underground Storage Tank Removal and Replacement Project to North State Earth and Water, Inc., of Redding, CA, as the lowest responsive responsible bidder in the amount of \$559,782.00, which equals the Bid Proposal Amount. Board approval is contingent upon the contractor awarded the contract providing acceptable insurance and bonding as required in the Bid and Contract Documents.

It is further recommended that the Board of Trustees authorize District staff to execute necessary contract documents related to the award of contract for the Underground Storage Tank Removal and Replacement Project to North State Earth and Water, Inc. prior to ratification by the Board at a subsequent meeting in accordance with Board Policy 6340.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Adoption of Resolution 802: Approval to Contract with California Department of Education for the California State Preschool Program 2021-22	Item No: 21-8143 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Contracts	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

In November 2020, the District’s Child Development Center submitted a Continued Funding Application to the California Department of Education (CDE) to provide child care and development services under the California State Preschool Program (CSPP). The state-funded program provides both part-day and full-day services that provides a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The program is administered through local educational agencies, colleges, community-action agencies, and private nonprofit agencies.

Status

The District’s Child Development Center has been selected by the CDE for award of a Local Agreement for Child Development Services to perform services under the CSPP. District staff recommends entering into a contract with the CDE for reimbursement in the amount of \$212,995.00 to provide child care and development services for the period of July 1, 2021 through June 30, 2022.

A Board resolution is required to establish authority to contract with the CDE.

Recommendation

It is recommended that the Board of Trustees adopt Resolution 802 approving the contract with California Department of Education in the amount of \$212,995.00 for the period July 1, 2021 through June 30, 2022, and authorizing District staff to execute the required contract documents and any future amendments to this contract prior to ratification by the Board at a subsequent meeting.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

RESOLUTION NO. 802

APPROVAL OF CONTRACT WITH THE CALIFORNIA DEPARTMENT OF EDUCATION

WHEREAS, the Butte-Glenn Community College District wishes to enter into a contract with the California Department of Education (CDE), Contract Number CSPP-1041, in the amount of \$212,995.00, for the purpose of providing child care and development services under the California State Preschool Program (CSPP) for the period of July 1, 2021 through June 30, 2022;

WHEREAS, the Board of Trustees of the Butte-Glenn Community College District is permitted by California Education Code Section 81655 to delegate its power to contract;

NOW THEREFORE BE IT RESOLVED, that the Butte-Glenn Community College District Board of Trustees authorizes the District to enter into the above described contract with the California Department of Education; and

BE IT FURTHER RESOLVED, that the Butte-Glenn Community College District Board of Trustees hereby designates Samia Yaqub and/or Andrew Suleski as its representatives to execute necessary contract documents, including any future amendments to the contract, for the above described contract prior to ratification by the Board at a subsequent meeting.

The foregoing resolution was introduced by Board Member _____ who moved its adoption, seconded by Board Member _____, and adopted on June 30, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

SO ORDERED:

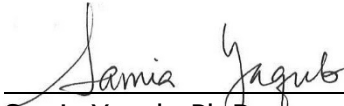
John Dahlmeier
President, Board of Trustees

ATTEST:

Samia Yaqub, Ph.D.
Secretary, Board of Trustees

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Adoption of the 2021-22 Tentative Budget, Gann Limit Worksheet, EPA Spending Determination Report and Notice of Public Hearing on the 2021-22 Budget	Item No: 21-8144 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Finance	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

State law requires that on or before the first day of July, the District adopt a Tentative Budget for the ensuing fiscal year. The Tentative Budget is developed in accordance with the Chancellor’s Office budget calendar and the District’s participatory governance process. The Tentative Budget is a continuation of the budget development process and incorporates revenue assumptions, college and program allocations and reductions, and expenditure estimates for all funding sources.

The essential purpose of the Tentative Budget is to establish spending authority for the District from July 1st until such time as a Final Budget is adopted by the Board of Trustees. Due to uncertainties associated with the 2021-22 state budget, both the revenue and expenditure budgets are likely to change. Changes to this budget will be reflected in the Final Budget which is expected to be presented in September for Board approval.

Status

The Tentative Budget for 2021-22 is attached for the Board’s review and consideration. Members of the public may review the document in the Office of the Vice President for Administration.

The Tentative Budget outlines the District’s budget strategy, process, and current recommendations. The Gann Limit has been calculated and the District continues to remain well below its appropriations limit. Proposition 30 requires the Board of Trustees annually approve the Education Protection Account (EPA) Spending Determination Report, therefore, it is included in the 2021-22 Tentative Budget.

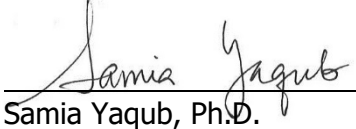
Recommendation

It is recommended that the Board of Trustees adopt the 2021-22 Tentative Budget, the 2021-22 Gann Limit Worksheet and the EPA Spending Determination Report.

It is also recommended that the Board of Trustees announce that the proposed 2021-22 Final Budget will be available for public inspection beginning September 10, 2021 at the Office of the Vice President for Administration; and a public hearing will be held at 1:00 p.m. at the Board meeting on September 15, 2021, to be followed by the adoption of the 2021-22 Final Budget.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Authorization to Submit Five-Year Construction Plan	Item No: 21-8145 Enclosure: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Category: Finance/Facilities	Action <input checked="" type="checkbox"/> Regular <input checked="" type="checkbox"/> Information <input type="checkbox"/> Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

Annually the District submits its Five-Year Construction Plan to the Chancellor’s Office to provide a summary of current and proposed capital outlay projects. The Plan provides the Chancellor’s Office with a picture of the capital improvement needs and projects of the District, enabling the Chancellor’s Office to make informed decisions regarding project priorities for State funding. The criteria used by the Chancellor’s Office provide additional weighting to projects with a district contribution and to encourage districts to build to their capacity. The guidelines from the California Community Colleges Chancellor’s Office dictates that each District is limited to one (FPP) Final Project Proposal and one (IPP) Initial Project Proposal submission per site. Upon Board approval of the Plan, the information will be transcribed into a web-based format for submission to the Chancellor’s Office.

Status

This year the District will submit a Five-Year Construction Plan for the period 2023-2027. The following provides a summary of the information contained in the proposed 2023-2027 Five-Year Construction Plan.

- Approval for partial State funding for Technology Building Renovation. The total funds requested \$8,434,526. The State funds \$6,322,000 and District contribution \$2,112,526.
- Re-submission of an FPP to seek partial State funding for the \$73M new Science Building.
- Submission of an IPP for the Life Science Renovation. The total funds requested \$9,655,475. The State funds \$4,909,537,000 and District contribution \$4,745,938. The scope of the project will move several student services programs including veterans, Title IX, safe place, cultural center and call center out of temporary portables and consolidate the programs into the renovated Life Science building.

Shown below are our District’s Capacity/Load Ratios, based on current state enrollment projections.

Fiscal Year	Lecture	Lab.	Office	Library	AV/TV
2022-2023	185%	146%	108%	140%	5%
2023-2024	181%	143%	106%	138%	5%
2024-2025	182%	157%	108%	142%	28%
2025-2026	178%	154%	105%	140%	28%
2026-2027	174%	150%	104%	139%	28%
2027-2028	172%	149%	103%	138%	28%
2028-2029	164%	141%	101%	137%	28%

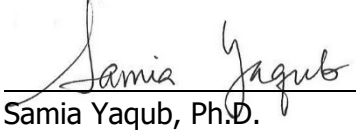
Note: 100% Capacity/Load Ratio means the District is built to capacity. A figure less than 100% means the District is under built and a figure greater than 100% means the District has excess capacity. Our cap/load ratios show we are overbuilt. This is the result of a decrease in enrollment and an increase in square footage.

Recommendation

It is recommended that the Board authorize Administration to submit the 2023-2027 Five-Year Construction Plan.

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Consider/Approve Amended Employment Contracts for: Vice President for Administration, Vice President of Institutional Effectiveness, Vice President of Instruction	Item No: 21-8146 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Human Resources	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

SB 1436 requires an oral summary of compensation to be approved for a local agency executive. A local agency executive includes persons who are outside of a union, are not classified employees, and who meet any one of the following:

1. The person is the chief executive officer, a deputy chief executive officer, or an assistant chief executive officer of the local agency,
2. The person is the head of a department of a local agency, or
3. The person's position within the local agency is held by an employment contract between the local agency and that person.

Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken.

Status

The Superintendent/President and the Vice Presidents for Administration, Institutional Effectiveness and Instruction have reached agreement on the attached employment contracts.

Recommendation

Following the oral statement, it is recommended that the Board of Trustees approve amended employment contract for the Vice President for Administration, the Vice President of Institutional Effectiveness, and the Vice President of Instruction.

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR ADMINISTRATIVE EMPLOYMENT
2021/2024 ACADEMIC YEAR**

This Agreement for Administrative Employment ("Agreement") is made between the Butte-Glenn Community College District ("District") and **Virginia Guleff** ("Administrator").

RECITALS

- A. District desires to hire Administrator in the position of Vice President and Administrator hereby accepts such employment on the terms and conditions set forth in this Agreement.
- B. Administrator represents and warrants that Administrator possesses the minimum qualifications for the position as established by state law and District policy.
- C. Administrator acknowledges that this position is a management position as an **Academic Administrator** in accordance with Education Code sections 72411 and 87002. Administrator acknowledges that Administrator serves at the pleasure of the Governing Board and that Administrator does not possess a property interest in this position.

AGREEMENT

1. **Duties.** Administrator agrees to satisfactorily perform the duties of the position as described in the relevant job description, if any, and as requested by the President and/or the Governing Board.
2. **Evaluation.** Administrator shall be evaluated by the President in the manner and in accordance with the time lines established by the President. Any failure to complete these evaluation procedures, or to complete them in a timely manner, shall not extend this Agreement or have any other impact on this Agreement.
3. **Salary.** Administrator shall be compensated for services rendered in accordance with the Executive salary schedule as that schedule may change from time-to-time. For the **2021-2022** academic year, the parties acknowledge that Administrator's annual salary shall be at **Step F, currently \$204,545.05** (two hundred four thousand, five hundred and forty-five dollars and five cents). The administrator shall also receive a cost-of-living adjustment (COLA) equal to the percentage received by District employees for the 2021-22 academic year and each year thereafter.
4. **Fringe Benefits.** Administrator shall receive the same health and welfare benefits afforded to other management employees. These benefits shall not be considered vested and may be changed from time to time for administrators and management employees.
5. **Expense Reimbursement.** District shall reimburse Administrator for actual and necessary expenses incurred within the course and scope of Administrator's employment, including mileage expenses, so long as such expenses are consistent with this Agreement and District policy.
6. **Automobile Expenses**
The Vice President is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. In order to reimburse the Vice President for this vehicle requirement, the Vice President shall receive a vehicle allowance of \$5,712.00 per year payable in twelve (12) monthly payments. This allowance will be increased each year by the same cost-of-living adjustment (COLA) percentage received by District employees. In addition, the Vice President shall be entitled to reimbursement for reasonable transportation expenses incurred for travel outside the District in accordance with the terms of this Agreement and Board policy. This allowance **will not** be considered as creditable compensation under the Vice President's respective retirement system. The Vice President shall provide the District a Certificate of Insurance annually showing the District is named as an additional insured under the Vice President's personal automobile insurance policy.

7. **Holidays / Vacation / Sick Leave.** Administrator shall be entitled to 24 days of vacation per academic year, exclusive of paid holidays designated in Education Code sections 79020 / 79021 or any other holidays as specified by the District. After Administrator has accumulated fifty (50) unused vacation days, he shall not earn any additional vacation until he has reduced the number of accrued but unused vacation days below the fifty (50) day cap. Vacation shall accrue in monthly installments. Administrator shall be allocated twelve (12) days of sick leave annually which shall accrue from year to year.
8. **Work Year.** Administrator shall work twelve (12) full and regular months of service to the District, except as specified in paragraph 7.
9. **Term/Termination.** Administrator is hired for **three academic years commencing July 1, 2021** and terminating at the earliest to occur of the following:
 - a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board or President and the Administrator.
 - b. **Non-Renewal of Agreement by District.** The Board may elect not to renew this Agreement effective June 30 of the current school year by providing 60 days notice to the Administrator in accordance with Education Code sections 72411 and 72411.5 or other applicable provisions of law.
 - c. **Termination for Cause.** The Board may terminate the Administrator for cause on any of the following grounds: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) refusal or failure to act in accordance with a specific provision of this Agreement or a directive or order of the Board or the Superintendent/President; (5) misconduct or dishonest behavior; (6) conviction of a crime involving dishonesty, breach of trust, physical or emotional harm to any person; or (7) for other conduct seriously prejudicial to the District.

Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based on the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Superintendent/President shall meet with the Administrator and shall submit a written statement of the grounds for termination and copies of written documents the District reasonably believes support the termination. If the Administrator disputes the charges, the Administrator shall then be entitled to a conference before the Board in closed session. The Administrator and the Board shall each have the right to be represented by counsel at their own expense. The Administrator shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Administrator believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Administrator with a written decision and notice of termination. The decision of the Board shall be final.

The parties have acknowledged that Administrator possesses no property interest in Administrator's employment; accordingly, Administrator's conference before the Board shall be deemed to provide Administrator with more due process of law than is required by law. The conference with the Board shall be the Administrator's exclusive right to any conference or hearing otherwise required by law. Administrator waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Administrator's administrative remedies and then authorizes the Administrator to contest the Board's determination in a court of competent jurisdiction.

- d. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon written notice to the Administrator. In consideration

for the exercise of this right, the District shall pay to Administrator, if Administrator does not possess "retreat rights" to a faculty position, a sum equal to six (6) month's salary. At the discretion of the Superintendent/President, the District may pay up to six (6) months of District-paid health benefits to Administrator, if Administrator does not possess "retreat rights" to a faculty position. Payment of such benefits, if any, shall begin the month after the Board ratifies the termination of this Agreement. If Administrator possesses "retreat rights" to a faculty position, Administrator shall be entitled to a sum equal to one (1) month's salary.

This liquidated damage payment shall be made during the month following Administrator's termination, shall be subject to applicable payroll deductions, and shall be treated as compensation for state and federal tax purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay; accordingly, no payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for CalSTRS or CalPERS retirement purposes and no employer or employee contributions shall be made for retirement purposes.

The parties agree that any damages to Administrator that may result from the Board's early termination of this Agreement without cause cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide health benefits, and possibly "retreat rights" to a faculty position, constitutes reasonable liquidated damages for the Administrator, fully compensates the Administrator for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Administrator's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 et seq.

- e. **Termination for Unlawful Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Administrator engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Administrator solely upon written notice to Administrator and Administrator shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).
 - f. **Resignation.** If Administrator does not possess any "retreat rights" to a faculty position, Administrator may resign at any time with at least sixty (60) days advance written notice to the Superintendent/President, unless the parties agree otherwise in writing to a shorter notice period. If Administrator possesses "retreat rights" and intends to exercise those rights by resigning from this administrative position and returning to a faculty position, Administrator may resign from this administrative position by providing at least ninety (90) days advance written notice to the Superintendent/President, prior to March 15th of this school year, unless the parties agree to a shorter notice period. If Administrator possesses "retreat rights" but does not intend to exercise those rights and intends to resign from District employment as an administrator and faculty member, Administrator may resign from District employment at any time with at least sixty (60) days advance written notice to the Superintendent/President, unless the parties agree otherwise in writing to a shorter notice period.
10. **Tax/Retirement/PERS or STRS Issues.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement.
 11. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's governing board as required by law.

12. **Integration.** This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.
13. **Severability.** If one or more of the provisions of this Agreement are declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

By: _____
Superintendent/President

Dated: _____

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms or this Employment Agreement.

Dated: _____

[TYPE OR PRINT NAME]

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR ADMINISTRATIVE EMPLOYMENT
2021/2023 ACADEMIC YEAR**

This Agreement for Administrative Employment ("Agreement") is made between the Butte-Glenn Community College District ("District") and **Gregory Stoup** ("Administrator").

RECITALS

A. District desires to hire Administrator in the position of Vice President and Administrator hereby accepts such employment on the terms and conditions set forth in this Agreement.

B. Administrator represents and warrants that Administrator possesses the minimum qualifications for the position as established by state law and District policy.

C. Administrator acknowledges that this position is a management position as a **Classified Administrator** in accordance with Education Code sections 72411 and 87002. Administrator acknowledges that Administrator serves at the pleasure of the Governing Board and that Administrator does not possess a property interest in this position.

AGREEMENT

1. **Duties.** Administrator agrees to satisfactorily perform the duties of the position as described in the relevant job description, if any, and as requested by the President and/or the Governing Board.
2. **Evaluation.** Administrator shall be evaluated by the President in the manner and in accordance with the time lines established by the President. Any failure to complete these evaluation procedures, or to complete them in a timely manner, shall not extend this Agreement or have any other impact on this Agreement.
3. **Salary.** Administrator shall be compensated for services rendered in accordance with the Executive salary schedule as that schedule may change from time-to-time. For the **2021-22** academic year, the parties acknowledge that Administrator's annual salary shall be at **Step C, currently \$181,840.20** (one hundred eighty-one thousand, eight hundred and forty dollars and twenty cents). The administrator shall also receive a cost-of-living adjustment (COLA) equal to the percentage received by District employees for the 2021-22 academic year and each year thereafter.
4. **Fringe Benefits.** Administrator shall receive the same health and welfare, benefits afforded to other management employees. These benefits shall not be considered vested and may be changed from time to time for administrators and management employees.
5. **Expense Reimbursement.** District shall reimburse Administrator for actual and necessary expenses incurred within the course and scope of Administrator's employment, including mileage expenses, so long as such expenses are consistent with this Agreement and District policy.
6. **Automobile Expenses**
The Vice President is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. In order to reimburse the Vice President for this vehicle requirement, the Vice President shall receive a vehicle allowance of \$5,712.00 per year payable in twelve (12) monthly payments. This allowance will be increased each year by the same cost-of-living adjustment (COLA) percentage received by District employees. In addition, the Vice President shall be entitled to reimbursement for reasonable transportation expenses incurred for travel outside the District in accordance with the terms of this Agreement and Board policy. This allowance **will not** be considered as creditable compensation under the Vice President's respective retirement system. The Vice President shall provide the District a Certificate of Insurance annually showing the District is named as an additional insured under the Vice President's personal automobile insurance policy.

7. **Holidays / Vacation / Sick Leave.** Administrator shall be entitled to 24 days of vacation per academic year, exclusive of paid holidays designated in Education Code sections 79020 / 79021 or any other holidays as specified by the District. After Administrator has accumulated fifty (50) unused vacation days, he shall not earn any additional vacation until he has reduced the number of accrued but unused vacation days below the fifty (50) day cap. Vacation shall accrue in monthly installments. Administrator shall be allocated twelve (12) days of sick leave annually which shall accrue from year to year.
8. **Work Year.** Administrator shall work twelve (12) full and regular months of service to the District, except as specified in paragraph 7.
9. **Term/Termination.** Administrator is hired for **two academic years commencing July 1, 2021** and terminating at the earliest to occur of the following:
 - a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board or President and the Administrator.
 - b. **Non-Renewal of Agreement by District.** The Board may elect not to renew this Agreement effective June 30 of the current school year by providing 60 days notice to the Administrator in accordance with Education Code sections 72411 and 72411.5 or other applicable provisions of law.
 - c. **Termination for Cause.** The Board may terminate the Administrator for cause on any of the following grounds: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) refusal or failure to act in accordance with a specific provision of this Agreement or a directive or order of the Board or the Superintendent/President; (5) misconduct or dishonest behavior; (6) conviction of a crime involving dishonesty, breach of trust, physical or emotional harm to any person; or (7) for other conduct seriously prejudicial to the District.

Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based on the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Superintendent/President shall meet with the Administrator and shall submit a written statement of the grounds for termination and copies of written documents the District reasonably believes support the termination. If the Administrator disputes the charges, the Administrator shall then be entitled to a conference before the Board in closed session. The Administrator and the Board shall each have the right to be represented by counsel at their own expense. The Administrator shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Administrator believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Administrator with a written decision and notice of termination. The decision of the Board shall be final.

The parties have acknowledged that Administrator possesses no property interest in Administrator's employment; accordingly, Administrator's conference before the Board shall be deemed to provide Administrator with more due process of law than is required by law. The conference with the Board shall be the Administrator's exclusive right to any conference or hearing otherwise required by law. Administrator waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Administrator's administrative remedies and then authorizes the Administrator to contest the Board's determination in a court of competent jurisdiction.

- d. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon written notice to the Administrator. In consideration

for the exercise of this right, the District shall pay to Administrator, if Administrator does not possess "retreat rights" to a faculty position, a sum equal to six (6) month's salary. At the discretion of the Superintendent/President, the District may pay up to six (6) months of District-paid health benefits to Administrator, if Administrator does not possess "retreat rights" to a faculty position. Payment of such benefits, if any, shall begin the month after the Board ratifies the termination of this Agreement. If Administrator possesses "retreat rights" to a faculty position, Administrator shall be entitled to a sum equal to one (1) month's salary.

This liquidated damage payment shall be made during the month following Administrator's termination, shall be subject to applicable payroll deductions, and shall be treated as compensation for state and federal tax purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay; accordingly, no payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for CalSTRS or CalPERS retirement purposes and no employer or employee contributions shall be made for retirement purposes.

The parties agree that any damages to Administrator that may result from the Board's early termination of this Agreement without cause cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide health benefits, and possibly "retreat rights" to a faculty position, constitutes reasonable liquidated damages for the Administrator, fully compensates the Administrator for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Administrator's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 et seq.

- e. **Termination for Unlawful Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Administrator engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Administrator solely upon written notice to Administrator and Administrator shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).
 - f. **Resignation.** If Administrator does not possess any "retreat rights" to a faculty position, Administrator may resign at any time with at least sixty (60) days advance written notice to the Superintendent/President, unless the parties agree otherwise in writing to a shorter notice period. If Administrator possesses "retreat rights" and intends to exercise those rights by resigning from this administrative position and returning to a faculty position, Administrator may resign from this administrative position by providing at least ninety (90) days advance written notice to the Superintendent/President, prior to March 15th of this school year, unless the parties agree to a shorter notice period. If Administrator possesses "retreat rights" but does not intend to exercise those rights and intends to resign from District employment as an administrator and faculty member, Administrator may resign from District employment at any time with at least sixty (60) days advance written notice to the Superintendent/President, unless the parties agree otherwise in writing to a shorter notice period.
10. **Tax/Retirement/PERS or STRS Issues.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement.
11. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's governing board as required by law.

12. **Integration.** This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.
13. **Severability.** If one or more of the provisions of this Agreement are declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

By: _____
Superintendent/President

Dated: _____

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms or this Employment Agreement.

Dated: _____

[TYPE OR PRINT NAME]

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR ADMINISTRATIVE EMPLOYMENT
2021/2024 ACADEMIC YEAR**

This Agreement for Administrative Employment ("Agreement") is made between the Butte-Glenn Community College District ("District") and **Andrew Suleski** ("Administrator").

RECITALS

A. District desires to hire Administrator in the position of Vice President and Administrator hereby accepts such employment on the terms and conditions set forth in this Agreement.

B. Administrator represents and warrants that Administrator possesses the minimum qualifications for the position as established by state law and District policy.

C. Administrator acknowledges that this position is a management position as a **Classified Administrator** in accordance with Education Code sections 72411 and 87002. Administrator acknowledges that Administrator serves at the pleasure of the Governing Board and that Administrator does not possess a property interest in this position.

AGREEMENT

1. **Duties.** Administrator agrees to satisfactorily perform the duties of the position as described in the relevant job description, if any, and as requested by the President and/or the Governing Board.
2. **Evaluation.** Administrator shall be evaluated by the President in the manner and in accordance with the time lines established by the President. Any failure to complete these evaluation procedures, or to complete them in a timely manner, shall not extend this Agreement or have any other impact on this Agreement.
3. **Salary.** Administrator shall be compensated for services rendered in accordance with the Executive salary schedule as that schedule may change from time-to-time. For the **2021-2022** academic year, the parties acknowledge that Administrator's annual salary shall be at **Step F, with longevity currently \$207,101.86** (two hundred seven thousand, one hundred and one dollars and eighty-six cents). The administrator shall also receive a cost-of-living adjustment (COLA) equal to the percentage received by District employees for the 2021-22 academic year and each year thereafter.
4. **Fringe Benefits.** Administrator shall receive the same health and welfare benefits afforded to other management employees. These benefits shall not be considered vested and may be changed from time to time for administrators and management employees.
5. **Expense Reimbursement.** District shall reimburse Administrator for actual and necessary expenses incurred within the course and scope of Administrator's employment, including mileage expenses, so long as such expenses are consistent with this Agreement and District policy.
6. **Automobile Expenses**
The Vice President is required to have a vehicle available at all times to exercise the powers and to perform the duties of the position. In order to reimburse the Vice President for this vehicle requirement, the Vice President shall receive a vehicle allowance of \$5,712.00 per year payable in twelve (12) monthly payments. This allowance will be increased each year by the same cost-of-living adjustment (COLA) percentage received by District employees. In addition, the Vice President shall be entitled to reimbursement for reasonable transportation expenses incurred for travel outside the District in accordance with the terms of this Agreement and Board policy. This allowance **will not** be considered as creditable compensation under the Vice President's respective retirement system. The Vice President shall provide the District a Certificate of Insurance annually showing the District is named as an additional insured under the Vice President's personal automobile insurance policy.

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8. **Work Year.** Administrator shall work twelve (12) full and regular months of service to the District, except as specified in paragraph 7.
9. **Term/Termination.** Administrator is hired for **three academic years commencing July 1, 2021** and terminating at the earliest to occur of the following:
 - a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Board or President and the Administrator.
 - b. **Non-Renewal of Agreement by District.** The Board may elect not to renew this Agreement effective June 30 of the current school year by providing 60 days notice to the Administrator in accordance with Education Code sections 72411 and 72411.5 or other applicable provisions of law.
 - c. **Termination for Cause.** The Board may terminate the Administrator for cause on any of the following grounds: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) refusal or failure to act in accordance with a specific provision of this Agreement or a directive or order of the Board or the Superintendent/President; (5) misconduct or dishonest behavior; (6) conviction of a crime involving dishonesty, breach of trust, physical or emotional harm to any person; or (7) for other conduct seriously prejudicial to the District.

Notwithstanding Labor Code section 2924, the parties agree that the determination of cause shall be based on the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Superintendent/President shall meet with the Administrator and shall submit a written statement of the grounds for termination and copies of written documents the District reasonably believes support the termination. If the Administrator disputes the charges, the Administrator shall then be entitled to a conference before the Board in closed session. The Administrator and the Board shall each have the right to be represented by counsel at their own expense. The Administrator shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Administrator believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the Administrator with a written decision and notice of termination. The decision of the Board shall be final.

The parties have acknowledged that Administrator possesses no property interest in Administrator's employment; accordingly, Administrator's conference before the Board shall be deemed to provide Administrator with more due process of law than is required by law. The conference with the Board shall be the Administrator's exclusive right to any conference or hearing otherwise required by law. Administrator waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Administrator's administrative remedies and then authorizes the Administrator to contest the Board's determination in a court of competent jurisdiction.

- d. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon written notice to the Administrator. In consideration

for the exercise of this right, the District shall pay to Administrator, if Administrator does not possess "retreat rights" to a faculty position, a sum equal to six (6) month's salary. At the discretion of the Superintendent/President, the District may pay up to six (6) months of District-paid health benefits to Administrator, if Administrator does not possess "retreat rights" to a faculty position. Payment of such benefits, if any, shall begin the month after the Board ratifies the termination of this Agreement. If Administrator possesses "retreat rights" to a faculty position, Administrator shall be entitled to a sum equal to one (1) month's salary.

This liquidated damage payment shall be made during the month following Administrator's termination, shall be subject to applicable payroll deductions, and shall be treated as compensation for state and federal tax purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay; accordingly, no payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for CalSTRS or CalPERS retirement purposes and no employer or employee contributions shall be made for retirement purposes.

The parties agree that any damages to Administrator that may result from the Board's early termination of this Agreement without cause cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide health benefits, and possibly "retreat rights" to a faculty position, constitutes reasonable liquidated damages for the Administrator, fully compensates the Administrator for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Administrator's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 et seq.

- e. **Termination for Unlawful Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Administrator engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate Administrator solely upon written notice to Administrator and Administrator shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).
 - f. **Resignation.** If Administrator does not possess any "retreat rights" to a faculty position, Administrator may resign at any time with at least sixty (60) days advance written notice to the Superintendent/President, unless the parties agree otherwise in writing to a shorter notice period. If Administrator possesses "retreat rights" and intends to exercise those rights by resigning from this administrative position and returning to a faculty position, Administrator may resign from this administrative position by providing at least ninety (90) days advance written notice to the Superintendent/President, prior to March 15th of this school year, unless the parties agree to a shorter notice period. If Administrator possesses "retreat rights" but does not intend to exercise those rights and intends to resign from District employment as an administrator and faculty member, Administrator may resign from District employment at any time with at least sixty (60) days advance written notice to the Superintendent/President, unless the parties agree otherwise in writing to a shorter notice period.
10. **Tax/Retirement/PERS or STRS Issues.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement.
 11. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's governing board as required by law.

12. **Integration.** This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.
13. **Severability.** If one or more of the provisions of this Agreement are declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

By: _____
Superintendent/President

Dated: _____

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

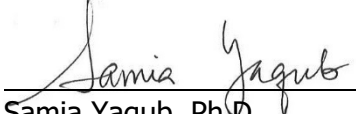
I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms or this Employment Agreement.

Dated: _____

[TYPE OR PRINT NAME]

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Consider/Approve Amended Employment Contract for Superintendent/President	Item No: 21-8147 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Human Resources	Action Regular <input checked="" type="checkbox"/> Information Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

SB 1436 requires an oral summary of compensation to be approved for a local agency executive. A local agency executive includes persons who are outside of a union, are not classified employees, AND who meet anyone of the following:

1. The person is the chief executive officer, a deputy chief executive officer, or an assistant chief executive officer of the local agency,
2. The person is the head of a department of a local agency, or
3. The person's position within the local agency is held by an employment contract between the local agency and that person.

Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

Status

The Board of Trustees and the Superintendent/President have reached agreement on the attached employment contract.

Recommendation

Following the oral statement, it is recommended that the Board of Trustees approve the amended employment contract for the Superintendent/President.

**AMENDED BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR SUPERINTENDENT / PRESIDENT EMPLOYMENT**

This amended agreement for administrative employment ("Agreement") is made between the Butte-Glenn Community College District ("District") and Dr. Samia Yaqub, Superintendent / President ("President").

RECITALS

- A. District desires to employ President and President hereby accepts employment on the terms and conditions in this Agreement.
- B. President represents that he /she possesses the minimum qualifications for the position as established by state law and District policy.
- C. President acknowledges that this position is a management position as an educational administrator in accordance with Education Code sections 72411 and 87002. President acknowledges that he / she serves at the pleasure of the Governing Board and that President does not possess a property interest in this position.

AGREEMENT

- 1. **Term.** The District hereby employs President for a term beginning July 1, 2021 and terminating on June 30, 2024, subject to the terms and conditions below.
- 2. **Duties.**
 - a. **General.** The President shall satisfactorily perform the duties of District President as prescribed by the laws of the State of California and the District's job description for President. The President shall use his / her best efforts and shall devote all time necessary to perform such duties. The President shall be the Chief Executive Officer of the District and the Secretary to the Board of Trustees ("Board"). President shall have primary responsibility for formulating and recommending policies to the Board, as well as execution of Board policies.
 - b. **Personnel Matters.** The President shall have primary responsibility in making recommendations to the Board regarding all personnel matters including employment, assignment, transfer and dismissal of employees.
 - c. **Administrative Functions.** The President, as the Chief Executive Officer, shall: (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or

cause to be evaluated all District employees; (3) advise the Board of sources of funds that might be available to implement present or contemplated District programs; (4) endeavor to maintain and improve his / her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (5) establish and maintain positive community, staff and Board relations; (6) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (7) recommend to the Board District goals and objectives; (8) unless unavoidably detained, attend all regular, special, and executive session meetings of the Board.

3. **Salary.** For the 2021-22 academic year, President's annual salary shall be \$275,000 plus a doctoral degree stipend of \$3,552.51 (amount provided to all other employees with a doctorate). This salary and stipend will be increased for 2021-22 and each year after that by the same cost-of-living (COLA) percentage received by District Employees. Upon favorable performance evaluation of the President, in its sole discretion the Board shall increase President's salary each fiscal year by an amount to be mutually determined. The Board reserves the right not to grant compensation increases if in its sole discretion the Board determines that fiscal conditions warrant no salary increase.
4. **Fringe Benefits.** President shall receive the same health and welfare benefits afforded to other academic management employees. These benefits shall not be considered vested and may be changed from time to time for both the President and other academic management employees. Currently, in addition to statutory benefits, the District provides health, dental, vision, group life, and long-term disability benefits to academic management employees.
- 4.5 **Post-Retirement Health Benefits.** In recognition of the fact that the President has already qualified for post-retirement health benefits due to her longevity, and in recognition of the President's service, for every complete academic year of active service that the President renders as President (beginning with the first year of service as President), the District shall pay for one year of health insurance premiums for the President and eligible dependents after the age of 65. The President may select from among then-available health insurance plans offered to qualified retirees and eligible dependents of the District. The District reserves the right to change the available health plans and coverage, and if District retiree plans limit coverage then the amount of the benefit shall be limited to that coverage available via the existing retiree health plans.
5. **Expense Reimbursement.** District shall reimburse President for actual and necessary expenses incurred within the course and scope of President's employment, so long as such expenses are consistent with this Agreement and District policy.
 - a. **Automobile.** President shall receive as compensation for the use of President's personal vehicle for District business the sum of \$5712 per fiscal

year, in lieu of mileage reimbursement. This allowance will be increased for 2021-2022 and each year after that by the same cost-of-living (COLA) percentage received by District Employees (in Vice President's contract). President shall not utilize a vehicle, fuel, or repair services provided by the District unless an emergency or necessary exigency so requires.

- b. Business Expense Allowance.** President may be reimbursed up to \$5,000 per fiscal year for actual and necessary expenses incurred on behalf of the District. This reimbursement is intended for professional memberships, subscriptions, and dues, as well as related matters. In addition, President shall have a District credit card for reimbursement for other District-related business expenses such as attendance, travel, and lodging related to professional conferences, as well as related matters involving travel and meals, to be used in accordance with District policy and within budget limits set by the District and the Board.
- 6. Evaluation.** The President shall be evaluated at least annually by the Board in the manner and in accordance with the time lines established by Board Policy No. 2435 and any associated procedures. Any failure to complete these evaluation procedures, or to complete them in a timely manner, shall not extend this Agreement or have any other impact on this Agreement. The President's annual goals shall be provided to the President with the annual report on the President's performance.
- 7. Holidays / Vacation / Sick Leave.**

 - a.** President shall be entitled to **twenty-four** (24) days of vacation per fiscal year, exclusive of paid holidays designated in Education Code sections 79020 / 79021 or any other holidays as specified by the District. After President has accumulated 50 unused vacation days, he /she shall not earn any additional vacation until he / she has used vacation days sufficient to reduce the number of accrued but unused vacation days below the cap. Vacation shall accrue in monthly installments of two (2) days per month.
 - b.** President shall be allocated twelve (12) days of sick leave annually which shall accrue at the rate of one (1) day per month, and shall accrue from year to year. Sick leave will be used in the same manner as provided for academic management employees.
 - c.** President shall be entitled to all other leaves as provided in Board Policy 7250 and related administrative procedures.
 - d.** In addition, as a one-time benefit, the President shall be entitled to one calendar month of paid sabbatical leave (a maximum of 22 work days), to be taken at the discretion of the President in consultation with the Board.
- 8. Work Year.** President shall provide twelve (12) full and regular months of service to the District.

9. Termination.

- a. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of the Board and the President.

- b. **Termination for Cause.** The Board may terminate the President for cause on any of the following grounds: (1) acts done in bad faith to the detriment of the District; (2) breach of this Agreement; (3) unsatisfactory performance; (4) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive or order of the Board; (5) misconduct or dishonest behavior; (6) conviction of a crime involving dishonesty, breach of trust, physical or emotional harm to any person; or (7) for other conduct prejudicial to the District. The determination of cause shall be based on the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the parties under this Agreement. If cause exists, the Board shall meet with the President and shall submit a written statement of the grounds for termination and copies of written documents the District reasonably believes support the termination. If the President disputes these matters the President shall then be entitled to a conference before the Board in closed session. The President and the Board shall each have the right to be represented by counsel at their own expense. The President shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the President believes are relevant to the charges. The conference with the Board shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. If the Board, after considering all information presented, decides to terminate this Agreement, it shall provide the President with a written decision and notice of termination. The decision of the Board shall be final. The parties have acknowledged that President possesses no property interest in President's employment; this conference shall be deemed to provide President with more due process of law than is required by law. The conference with the Board shall be the President's exclusive right to any conference or hearing otherwise required by law. President waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the President's administrative remedies.

- c. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time upon written notice to the President. In consideration for the exercise of this right, the District shall pay to President, if President does not possess "retreat rights" to a faculty position, a sum equal to six (6) months salary. This liquidated damage payment shall be made during the month following President's termination, shall be subject to applicable payroll deductions, and shall be treated as compensation for tax purposes. Payments made pursuant to this termination without cause provision shall be final settlement pay and shall not constitute creditable

service or creditable compensation for CalSTRS or CalPERS retirement purposes; no employer or employee contributions shall be made. The parties agree that any damages to President that may result from the Board's early termination of this Agreement cannot be readily ascertained. The parties agree that payments made pursuant to this termination without cause provision, and possibly "retreat rights" to a faculty position, constitutes reasonable liquidated damages, fully compensates the President for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code section 53260 et seq.

- d. **Termination for Unlawful Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that President engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate President solely upon written notice to President and President shall not be entitled to any compensation of any nature, whether as cash, salary payments, health benefits, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).
10. **Resignation.** If President intends to exercise retreat rights by resigning from the position and returning to a faculty position, President may resign from this position by providing at least sixty (60) days advance written notice to the Board of Trustees, prior to March 15th of this school year, unless the parties agree to a shorter notice period. If President does not intend to exercise retreat rights and intends to resign from District employment as an administrator and faculty member, President may resign from District employment at any time with at least sixty (60) days advance written notice to the Board of Trustees, unless the parties agree otherwise in writing to a shorter notice period.
11. **Tax/Retirement/STRS/PERS Issues.** The District shall not be liable for any state, federal, or employment tax consequences or retirement consequences as a result of this Agreement. President shall assume sole liability and responsibility for all state, federal employment, tax, and retirement consequences and shall defend, indemnify and hold harmless the District from all such consequences. President further declares that prior to signing this Agreement, President apprised himself/ herself of relevant data and received independent advice and counsel regarding the state and federal tax consequences and the retirement consequences of this Agreement or any future amendments.
12. **Board Approval.** The effectiveness of this Agreement shall be contingent upon approval by the District's governing board as required by law.
13. **District Rules and Regulations.** This Agreement is intended by the parties to be the sole instrument governing the employment relationship between the parties unless a provision of law is specifically applicable to this Agreement or to the

Board/President relationship. The District's policies, rules, and practices shall not be applicable to the President or affect the employment relationship unless specifically referenced in this Agreement or District policy.

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party not contained in this Agreement.

15. No Assignment. This is an agreement for personal services. The President may not assign or transfer any rights granted or obligations assumed under this Agreement.

16. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only in a writing signed by both parties and authorized by Board action.

17. Severability. If one or more of the provisions of this Agreement are declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

By: _____
John Dahlmeier
President, Board of Trustees

Dated: _____

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the Governing Board of another community college district or any other employer that will in any way conflict with the terms or this Agreement.

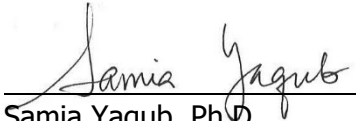
I understand that this contract will make null and void any other existing contract with the District as President.

Dated: _____

Dr. Samia Yaqub

**Butte-Glenn Community College District
Meeting of the Board of Trustees**

June 30, 2021

Subject: Approval of the 2021-24 BCEA Collective Bargaining Agreement	Item No: 21-8148 Enclosure: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Category: Labor Relations	Action <input checked="" type="checkbox"/> Regular <input checked="" type="checkbox"/> Information <input type="checkbox"/> Consent <input type="checkbox"/>
Submitted By: Andrew Suleski Vice President	Approved By:  Samia Yaqub, Ph.D. Superintendent/President

Background

The Collective Bargaining Agreement between the District and the Butte College Education Association (BCEA) expires on June 30, 2011.

Status

The District and BCEA reached a tentative agreement for a new three-year contract in May 2021. BCEA members voted to ratify the agreement in June 2021. The new three-year agreement will be for the term of July 1, 2021 – June 30, 2024.

Recommendation

It is recommended that the Board approve the BCEA 2021-24 Collective Bargaining Agreement.

**SUMMARY OF ALL
TENTATIVE AGREEMENTS BETWEEN BCEA AND DISTRICT
FOR COLLECTIVE BARGAINING AGREEMENT
2021-2024**

MOU 5/19 Cosmetology Instructors

The parties agree to strike 13.20 from the BCEA contract. Cosmetology Instructors shall heretofore be contracted at 177 days (ten months) and will be compensated as such.

MOU 5/19 CAS Chair

7.2.6 CHAIR FOR THE CENTER FOR ACADEMIC SUCCESS

A. The responsibilities of the Coordinator for the Center for Academic Success include, but are not limited to, the following:

1. Provides leadership for the Center for Academic Success (CAS) to establish and maintain student- centered tutoring and other learning assistance programs.
2. Coordinates hiring process and recommends hiring of Associate Faculty.
3. Assures that all contractually required Associate Faculty evaluations are completed in a timely fashion.
4. Participates and provides feedback for evaluations of Full-Time Faculty as required by contract.
5. Collaborates on marketing efforts to inform the campus community about program opportunities and resources for students.
6. Manages the collection and reporting of relevant information regarding students' usage of CAS services and student outcomes resulting from accessing CAS services.
7. Oversees preparation of Unit Plans in a manner that collaborates with faculty and staff.
8. Coordinates Program Review research and documents and collaborates with faculty.
9. Collaborates with Advisory Committees as necessary.
10. Creates and modifies the schedule for CAS computer labs and ensures software and equipment is in working order.
11. Schedules and staffs workshops for students and staff in coordination with appropriate Chairs.
12. Coordinates training and communication with presenters and maintains workshop materials.
13. Demonstrates leadership through involvement in College-wide activities and participates in management meetings
14. Provides for timely budget development and ongoing budget oversight.
15. Abides by all applicable policies and procedures related to managing the budget in a fiscally responsible manner.
16. Coordinates recruiting, hiring, training and supervision of student employees and instructional aids.
17. Identifies and works collaboratively with appropriate contacts at other institutions to establish internships. Oversees the training, supervision, and tracking of current interns.
18. Coordinates and facilitates discussion of student learning outcomes assessment.
19. Collaborates on marketing efforts to inform the community about program opportunities and resources for students.
20. Other related duties as negotiated.

MOU 5/19 Appendices G1 and G5

Appendix G1 - Change wording of question 1 from "Was the class session I observed today fairly typical of how the class is normally conducted?" to the following:

"Today class was shortened due to the need to collect your feedback. Other than that, was the class session fairly typical of how class is normally conducted?"

Appendix G1 - Change wording of question 2 from "On the average (over the course of the entire semester) approximately how many hours per week do you spend studying for this class alone? (reading, writing, etc.)" to the following:

"On average (through the semester up to now), approximately how many hours per week have you spent outside of this class on class-related activities? (reading, writing, etc.)."

- 0 - 1 hours
- 2- 3 hours
- 4- 5 hours
- 6- 7 hours
- 8 - 9 hours
- 10 or more hours

Appendix G5 - In paragraph 3, change "his or her teaching performance" to "their teaching performance"

Appendix G5 - Change the wording of 1.b. from "On the average (through the semester up to now), approximately how many hours per week do you spend outside of this class on class-related activities? (Students will come up with various figures, but it is possible to achieve consensus fairly quickly. This is valuable information for the instructor who may then want to either raise or lower requirements and/or expectations, but this question is optional.)" to the following:

"On average (through the semester up to now), approximately how many hours per week have you spent outside of this class on class-related activities? (reading, writing, etc.)"

- 0 - 1 hours
- 2- 3 hours
- 4- 5 hours
- 6- 7 hours
- 8 - 9 hours
- 10 or more hours

(The evaluator shall put the ranges above on the whiteboard to facilitate discussion. Students will come up with various figures, but it is possible to achieve consensus fairly quickly. This is valuable information for the instructor who may then want to either raise or lower requirements and/or expectations. This question is optional for lab only classes.

Appendix G5 - Change wording of 1.c. from "What do you particularly like about this instructor--what makes him or her especially effective?" To the following:

"What do you particularly like about this instructor--what makes them especially effective?"

Appendix G5 - Change wording of 1.d. from "What, if anything, could she or he do to become even more effective?" (It is essential that this question not be asked with a negative slant!)"to the following:

"What, if anything, could this instructor do to become even more effective?" (It is essential that this question not be asked with a negative slant.)"

Appendix G5 - Change the numbering of the second option from 3 to 2.

Appendix G5 - Change the wording of option 3 from "Ask the same questions as above, but have students write their responses on a sheet of paper, on 3x5 cards, or on a sheet of paper with the question stated. This method removes any doubt as to whether or not the evaluator is "slanting" the questions or pursuing negative feedback since the actual written comments can be returned to the instructor (but only at the end of the semester, after grades are posted!) for his or her perusal. Another advantage is that feedback is received from all the students-not merely the more vocal ones." To the following:

"Ask the same questions as above, but have students write their responses on a sheet of paper, on 3x5 cards, or on a sheet of paper with the question stated. This method removes any doubt as to whether or not the evaluator is "slanting" the questions or pursuing negative feedback since the actual written comments can be returned to the instructor (but only at the end of the semester, after grades are posted) for their perusal. Another advantage is that feedback is received from all the students-not merely the more vocal ones."

MOU 5/19 Remove Department Chair V

13.6.2 Add the underlined to read as follows:

13.6.2 Department Chair II- The assigned time reduction on the teaching load shall equal forty percent (40%). Compensation will be a stipend as indicated on the salary schedule (see Appendix B).

13.6.3 Add the underlined to read as follows:

13.6.3 Department Chair III- The assigned time reduction on the teaching load shall equal thirty percent (30%). Compensation will be a stipend as indicated on the salary schedule (see Appendix B).

13.6.5 ~~Strike: 13.6.5 Department Chair V The assigned time reduction on the teaching load shall equal ten percent (10%). Compensation will be a stipend as indicated on the salary schedule (see Appendix B).~~

Appendix B - Strike "Department Chair V 10% \$1670.29" from the following table in Appendix B:

Department Chair	Reassigned	Time/Stipend
Department Chair I	50%	13,362.25
Department Chair II	40%	13,028.29
Department Chair III	30%	11,135.30
Department Chair IV	20%	7,237.94
Department Chair V	10%	1,670.29

MOU 1/20 LTPA Committee

11.18 LTPA Committee -Add "(See Article XXI)".

Delete sections 11.18.1 Composition A-Band 11.18.2 Functions A- E. This information is already contained in Article XXI.

Move/add the following statement from 11.18.2 to new section 11.12.8: "Student development faculty who earn load bank under the 177-day contract can only apply it back to 177 days of their own contract."

Correct formatting (indent) for section 11.12.7.

11.12.5 Add punctuation to "See Article 11.13.3.C"

3.4 Requests for District Information – Per the provisions of Assembly Bill (AB) 119 (2017), sections 3555-3559 of the Government Code (GC), and the Public Records Act GC Section 6254.3 absent a waiver by BCEA, the District will:

- (1) provide BCEA 10 days' notice of every orientation session absent an urgent critical unforeseen need,
- (2) provide BCEA with access to new hires during any orientation session,
- (3) provide BCEA with contact information on new hires within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later, and
- (4) also provide BCEA with a list of all employees' names and contact information contained in 3.4.2.d every 120 days.

3.4.1 District Notice to BCEA of New Hires. The District shall provide BCEA notice of any newly hired employee (full name, date of hire, and classification), within ten (10) days of date of hire, via an electronic mail.

3.4.2 Employee Information

- a. "Newly hired employee" or "new hire" means any employee in the bargaining unit who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by BCEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the BCEA unit.
- b. The District shall provide BCEA with contact information on the new hires. The information will be provided to BCEA electronically via a mutually agreeable secure FTP site or service within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later. The required contact information is contained in section 3.4.2(d) below. This information shall be provided to BCEA regardless of whether the newly hired employee was previously employed by the District.
- c. Periodic Update of Contact Information: The District shall provide BCEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to BCEA electronically via a mutually agreeable secure FTP site or service. The required contact information is contained in section 3.4.2(d) below.
- d. The contact information for new hires as outlined in section 3.4.2(b) and the bargaining unit member periodic update required under section 3.4.2(c) shall also include the following information on file with the District, with each field listed in its own column:
 - i. First Name;
 - ii. Middle initial;
 - iii. Last name;
 - iv. Suffix (e.g. Jr., III)
 - v. Job Title;
 - vi. Department;
 - vii. Primary worksite name;
 - viii. Work telephone number;
 - ix. Home Street address (incl. apartment #)*
 - x. City

- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);*
- xiv. Personal cellular telephone number (10 digits);*
- xv. Personal email address of the employee;*
- xvi. Employee ID;
- xvii; Hire date.

*Employees may opt out of disclosure of their complete home address, home telephone number, personal cellular telephone number, and personal email on file with the District by notifying District Human Resources in writing. However, the District may not encourage employees to make such requests. The employees must ask of their own accord without prompting by the District.

3.4.3 New Employee Orientation

- a. "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- b. The District shall provide BCEA mandatory access to its new employee orientations. BCEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
 - i. The BCEA representative designated by the Chapter President will be provided the first fifteen (15) minutes to conduct the orientation with the new employee(s). This time will not be extended, including if the BCEA representative is late.
- c. The orientation session shall be held on District property or conducted remotely during the workday of the employee(s), who shall be on paid time.

3.13 Dues Deductions - The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as authorized, in writing, by the employee Association on the District-approved form, subject to the following conditions:

- 3.13.1 The District agrees to deduct dues in uniform amounts from all eligible Association members with the unit recognized and enumerated in Appendix "A2", subject to the following conditions:
 - A. The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month;
 - B. Association members who have voluntarily authorized dues deductions shall, from year to year, continue to have dues deducted until discontinued in writing by the Association;
 - C. Dues shall be deducted from warrants for each month of the ten (10) month fiscal year;
 - D. The Association agrees to indemnify, defend or hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from its compliance with this article.

Article 6 change "pre-conference" and "post-conference" to "pre-observation" and "post-observation".

Article 6.4.2 C. Change from:

Feedback for tenured faculty shall be collected between the seventh and thirteenth week of the primary term. The faculty member shall select the day(s) the feedback is to be collected.

To the following:

Feedback for tenured faculty shall be collected between the 40-80% instruction point of the primary term. The faculty member will select the day(s) the feedback is to be collected.

Examples include (but are not limited to the following.):

6 week course between 2nd-5th weeks

8 week course between 3rd-6th weeks

10 week course between 4th-8th weeks

12 week course between 5th-10th weeks

17 week course between 7th-13th weeks

6.6.2.C Tenured instructors scheduled for formal evaluation will be given the opportunity ten (10) working days prior to the pre-conference to choose either the peer evaluation process (6.6.6) or the department chair/coordinator peer input process (department chair input form acts as the peer evaluator). If the peer evaluation process is selected, the selection process outlined in 6.6.6 A.1 will be used prior to the pre-conference. (Where no unit member department chairperson/coordinator exists, a BCEA designee will serve in the role of the department chairperson/coordinator for the purpose only of mutually agreeing on a faculty designee. Thereafter, the mutually agreed upon faculty designee will serve on the evaluation committee in the role of the department chairperson/coordinator.)

7.3.1 Teaching Loads

A. For purposes of calculating load:

1. One hour lecture equals 1/30 of a regular load.
2. One hour activity equals 1/30 of a regular load.
3. One hour lab, or studio equals 1/38 of a regular load.

F. If the load calculation for that year exceeds 103.5%, and there is no arrangement of assigned classes that will result in a regular load assignment within the range defined in 7.3.1 C, then the units from a complete class from any term of that year can be divided so that sufficient units (lecture, activity or lab) can be added to the regular load to bring it as close to 100% (ties decided per 7.3.1D).

7.3.2 Special Loads

A. The following courses/programs will have annual load hours as follows:

EMS 111, 203	(48) hours
Fire Science 24 and above	(48) hours
Administration of Justice/Law Enforcement (AJLE)	(48) hours
Nursing Assistant	(36) hours
LVN	(36) hours
ADN	(36) hours
Respiratory Therapy and EMS/Paramedic	(36) hours

7.3.2.D Any full-time faculty member who teaches an overload in these areas will be paid on the "full-time overload & non-instructional hourly salary schedule" for those hours above the maximum load. The formula pertaining to lecture, activity and lab does not apply.

~~7.3.5 For both normal load and overload purposes, the following three unit writing courses are considered the equivalent of four lecture hours each: ENGL 119, 2, 4, 6.~~

~~7.3.6 For both normal and overload purposes, the four unit writing course ENGL 118 will be considered the equivalent of five lecture hours.~~

11.1.4 Campus Closures. In the event of a non-emergency campus closure, for example a power shutoff when the physical campus is closed but the college is still open for instruction, all faculty will be responsible for continuing instruction and/or service to students via a remote modality. Faculty must communicate with their students, provide alternative class assignments, and otherwise maintain their usual, contracted work activities. Faculty who cancel classes or are otherwise unavailable during a non-emergency campus closure, must follow the sick leave and personal leave policies and procedures contained in this agreement.

11.10 Catastrophic Leave Program - Catastrophic Leave is a leave of absence related to a serious health-related condition of a regular employee (or immediate family member) who has exhausted all their own paid leave through a bona fide serious illness or accident. Catastrophic leave does not apply to conditions such as the flu, colds, and/or conditions requiring an absence of less than two weeks, or to normal pregnancy or baby bonding.

The purpose of the Catastrophic Leave Program is to enable unit members to donate sick leave credits to assist other members who have no leave available, and to allow unit members to receive such sick leave credits from other members.

Minimum Catastrophic Leave donations must be at least eight (8) hours. Donations must be made in eight (8) hour increments. Every eight (8) hours of donated Catastrophic Leave will equal one (1) day of sick leave. A unit member may not receive donated Catastrophic Leave that amounts to more hours than they would normally be scheduled to work. A maximum of five (5) months of accrued leave may be donated in accordance with the member's regular work schedule.

The following conditions shall apply to Catastrophic Leave:

1. Catastrophic leave will be available only to unit members who have exhausted their own paid leave through a bona fide serious illness or accident as determined by Human Resources in accordance with leave entitlement standards.
2. If a unit member's absence from work due to pregnancy is ordered in writing by the treating health care provider, such absence will qualify for catastrophic leave while the employee is incapacitated from work.
3. The Catastrophic Leave program shall be administered by the Human Resources Department and Payroll Division.
4. Unit members must be in regular appointed positions to be eligible for catastrophic leave.
5. All Catastrophic Leave donations will be held confidential between the donating unit member, Human Resources Department and Payroll Division.
6. Unit members donating sick leave must have at least eighty (80) hours of that leave remaining after making a donation.
7. To initiate the leave transfer, a donating member must sign an authorization form that specifies the unit member who will receive the donation. All donations are irrevocable once a transfer of leave credits is made.

8. The availability of Catastrophic Leave shall not delay or prevent the College from taking action to medically separate or disability retire a unit member.
9. Catastrophic Leave due to illness or injury of an immediate family member may require medical justification by a physician's statement as evidence that the presence of the unit member is necessary.
10. Catastrophic Leave ends upon the unit member's return to the regular work schedule.
11. If a member returns to work on a part-time schedule and donations remain for that individual, the unit member's supervising manager must submit notification to the Payroll Division that intermittent use of donated leave is authorized.
12. If additional leave and donations are needed after the member returns to their regular work schedule, a new application must be submitted.
13. Catastrophic Leave authorization forms will be processed in the order received. Once Human Resources determines the necessary number of donated hours are received, any remaining Catastrophic Leave authorization forms will be returned to the donating unit member(s), and the leave will not be transferred.
14. Catastrophic Leave donations will be subject to applicable laws.

12.5 The District's annual contribution cap to Plan Benefits (medical, dental, vision and life insurance) will be as follows for the next three years:

- 2021-22: 2020-21 contribution + 2% or funded statutory COLA, whichever is the higher of the two
- 2022-23: + 2% or funded statutory COLA, whichever is the higher of the two
- 2023-24: + 2% or funded statutory COLA, whichever is the higher of the two

Annual contribution amounts will change effective on the date that medical plan rates change. For 2021-22, this date is October 1, 2021. Prior to the conclusion of the 2023-24 fiscal year, the District and BCEA will reopen negotiations regarding the benefits contribution.

13.1.1 For the period of this contract the salary shall be in accordance with the schedule attached hereto as Appendix B incorporated herein by reference and adjusted as described in 13.2.

13.2 The salary schedule contained in Appendix B hereto will be adjusted by use of the following criteria:

13.2.1 The District will adjust the salary schedule to reach 100% of the average of a selected 20 districts according to the following procedure (hereafter referred to as the 20-school average). Basic aid districts will not be included in the selected 20 schools as these districts do not receive state apportionment dollars.

- A. From the Recalculation Apportionment Reports (Exhibit C) for the preceding year, the ten districts whose funded apportionment FTES above Butte College and the ten districts below will be selected for salary schedule comparison.
- B. The benchmark salary equals the highest non-doctorate column, step 15 or equivalent for the districts in the 20-school average, as listed in the most current academic salary schedule. This average will be used to calculate the percentage increase for all steps of the salary schedule. The average salaries of the twenty selected districts shall be calculated after excluding the two highest and the two lowest benchmark salaries.
- C. The 20-school average used to determine the annual salary increase will be calculated and rounded to the nearest ten thousandth decimal point (0.0000). All stipends granted under this contract will also be adjusted using the percentage.
- D. The District will adjust the salary schedules to reach 100% of the 20 school average in the first year of this new contract and every 3 years thereafter, and then add the funded state COLA. The

funded state COLA for each of the following years will then be added each year to the academic salary schedule for the duration of the contract. The increase each year will also be applied to all schedules/stipends within this contract.

- E. Under no circumstances will the salary schedules decrease. At no time will a negative COLA, or a negative percentage be applied to the salary schedules or any form of pay including stipends.

13.5 Non-classroom unit members working 199 days will be paid from the 11-month 199-day salary schedule. For the 2021-22 academic year, this 11-month salary schedule will be increased by 2.2086% to bring the daily rate equal to the daily rate of the 10-month academic salary schedule.

13.15 Non-classroom unit members on 199 day (eleven month) contracts will be compensated at the same daily rate as the 10-month academic salary schedule.

Remove the following language in 13.2.1.F and 13.5:

13.2.1 F. Longevity steps. For the term of this agreement, column IV, step 24 will be adjusted as follows: The 20-school average will be used to find the highest non-PhD. salary using the same formula and method as used to determine the salary increase. The 24th step will be raised to this average amount and steps 16 and 20 equally spaced between 13 and 24. For columns I, 11, and III, step 24 we will determine the percent increase between column IV, steps 13 and 24 and increase step 13 in column I, II, and III by the same percent increase. This is the new step 24. Steps 16 and 20 for these columns will then be placed equally between steps 13 and 24.

(Delete identical language in Appendix B regarding the separate calculation for longevity steps.)

13.5 The District shall provide a five percent (5%) additional stipend to counselors over and above regular salary placement on the salary schedule.

(Delete separate 11-month Counselors salary schedule.)

Modify 19.3.2 as follows:

Every contract or regular employee shall be deemed to have been employed on the date upon which he/she first rendered paid service. The Education Code (Section 87414) requires the District to determine the order of employment (seniority ranking) by lots drawn by all academic employees with tied seniority dates. The District will determine a seniority ranking list by using the following procedures:

- A. When necessary, the District will have a lottery within 30 days of the date service was first rendered by the employee.
- B. Each employee, or their designee, may appear for the drawing on the date and time designated by the District. Drawings may be conducted remotely at the discretion of the District.
- C. All drawings will be conducted electronically using a software program identified by the District.
- D. Depending on the number of tied hire dates, the District will enter the appropriate employees into a software program to randomly draw ranking numbers.
- E. The determination of order in which employees draw their seniority number will be by lottery. (Example: If there are eight tied hire dates, numbers one through eight will be placed into the software program. The number drawn by the software program will be the order of draw.)

22.1.1 Article XXII Duration and Reopeners: change to read:

This Agreement shall be effective as of July 1, 2021, and shall continue in full force and effect until June 30, 2024 with reopeners as follows:

- Article VI – Online Evaluations
- Article VII – Chair Selection/Job Description/Compensation
- Article XXI – LTPA/Column Movement

- Appendix D – Additional Duties/Compensation/Responsibilities
- Appendix E – Faculty Job Descriptions

Appendix B

Replace: 7.2.5 A. Student development faculty responsibilities represent a forty-hour week, eleven months a year. The responsibilities of the Learning Resource Specialist include, but are not limited to the following:

With: 7.2.5 A. Student development faculty responsibilities represent a forty-hour week (199 days). The responsibilities of the Learning Resource Specialist include, but are not limited to the following:

General Clean Up Language

6.2.1.E.6 – Change “Butte Campus email” to “Butte College email”

6.4. – Replace “G1” with “SFFs”.

6.11.2 – Reference to “G10” be changed to “G13”.

11.11 – Change reference from “11.4” to “11.3”.

11.12.5 – Change reference from “1113.3(C)” to “11.13.3.C”.

11.18.2 – Replace “11.11.3.D” reference with “11.12”.

13.1.3 – Remove reference to 13.1.4 and change reference to 13.1.2.

Appendix G3L – Page 4 – Replace “CURRENTY” with “CURRENCY”.

Appendix G3L – Page 3 – Change “Check one of the choices below” to “All other faculty positions”.

Appendix G3L – Page 3 – Reorder document so that sections read as follows:

“If full-time or tenure-track position (Choice 3 cannot be checked unless choice 2 was checked in the last evaluation:.....”

“If full-time temporary position:.....”

“If full -time temporary non-tenure track grant funded...”

Appendix G7L – Page 3. Repeat changes made to G3L page 3.

Appendix G9L – Page 3. Repeat changes made to G3L page 3.

Appendix G13 - Replace: “...7th and 13th week...” with: “...40-80% instruction point of the primary term...”

(This reflects the change made to Article 6.4.2.C for when Student Feedback will be collected and the classroom evaluation observation will take place)

Appendix E 7.2.10 (Instructional Department Chairs) – Delete “25”.

13.6.2 – add “Department Chair II”.

13.6.1 – Underline “Department Chair I”.

13.6.3 – add “Department Chair III”.

11.16 – Change “16.1” to “A” and reorder the remainder of the item accordingly.

11.4 – Change “The following are considered additional paid leaves requiring a qualifying event” to “11.4.1 The following are considered additional paid leaves requiring a qualifying event”. Adjust indent to reflect subheading.

11.12.7 – Correct indent to align with 11.12.6, etc.

11.10 – Change “The following are considered additional leaves, paid and unpaid with benefits maintained, requiring approval” to “**11.10.1** The following are considered additional leaves, paid and unpaid with benefits maintained, requiring approval”. Adjust indent to reflect subheading.

Appendix B – move “SALARY SCHEDULE PLACEMENT” from the bottom of page 77 to the top of page 78

11.13 – Change “Sabbatical Leave – Sabbatical leave.....” to: “Sabbatical Leave”

11.13.1 Sabbatical leave.....” and renumber 11.13 accordingly.

11.13.3 – Items “D”, “E”, and “F” are not indented correctly. Correct indentation.

11.14 – Correct formatting

All sections of the contract are to be indented using article VII as a model of intended indentation