



## NOTICE OF REGULAR MEETING

August 9, 2023 | 1:00 p.m.

District Board Room  
Student and Administrative Service Building

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*Butte College is a student-ready, rural community college that provides high-quality, accessible education and support. Our career and transfer pathways cultivate curiosity and critical thinking through instruction, workforce training, and the achievement of Associate degrees and certificates. Butte College is a Hispanic-Serving Institution that affirms its commitment to equity for the diverse, intersectional communities we serve.*

## AGENDA

### Call to Order

Mr. Rick Krepelka, President  
Mr. Eugene Massa, Vice President  
Mr. Mike Boeger, Clerk  
Mr. John Blacklock  
Mr. John Dahlmeier  
Mr. William McGinnis  
Mr. John Nock  
Ms. Liz Heaton, Student Trustee

### Pledge of Allegiance to the Flag

#### 1. **Agenda Approval**

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#### 2. **Communications from the Public – Consent Agenda**

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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.

In accordance with *BP 2350 Speakers*, each speaker will be allowed a maximum of five (5) minutes per topic, thirty (30) minutes maximum for public speakers on any one subject, regardless of the number of speakers

#### 3. **Approval of Consent Agenda**

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Approval of Minutes June 28, 2023 (Special)	Action	
Approval of Minutes June 28, 2023	Action	
Approval of Warrants	Action	23-8474
Ratification of Contracts	Action	23-8475
Donation of District Personal Property: Misc Electronic Equipment	Action	23-8476
Awarded Grants during the Quarter Ending June 30, 2023	Information	23-8477
Approval of Revisions to the Butte Schools Self-Funded Joint Powers Authority Agreement	Action	23-8478
Approval of International Travel for Faculty Member	Action	23-8479

Approval and/or Ratification of Personnel Actions	Action	23-8480
<u>Management</u>		
<i>Employments, lateral transfer, out of class assignment, permanent increase, and temporary increase</i>		
<u>Academic Employees</u>		
<i>Employments and assignments</i>		
<u>Classified Employees</u>		
<i>Employments, out of class assignment, and permanent increase</i>		
<u>Temporary Employees</u>		
<i>Substitutes, short-term/seasonal, professional experts, and volunteers</i>		

**4. Information-Reports**

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- Academic Senate President's Report
- Classified Senate President's Report
- Student Trustee Comments
- Vice President Report
- Superintendent/President's Report
- Board Comments

**5. Communications from the Public**

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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 in accordance with *BP2350 Speakers*. Members of the community and employees wishing to address the Board of Trustees are asked to complete a "Public Comment" card and submit it to the Board's Executive Assistant prior to the start of open session.

In accordance with *BP 2350 Speakers*, each speaker will be allowed a maximum of five (5) minutes per topic, thirty (30) minutes maximum for public speakers on any one subject, regardless of the number of speakers

**6. Contracts**

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Approval of Contracts	Action	23-8481
Approval of Contract to Purchase a Web Accessibility Services from Pope Tech LLC as a Sole Source Procurement	Action	23-8482
Approval of Contract Amendment #1 to Experis US LLC for Information Technology Professional Services Utilizing California Multiple Award Schedule #3-22-10-1028	Action	23-8483

**7. Human Resources**

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Adoption of Resolution No. 817: For the Reduction of Classified Employee Services	Action	23-8484
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**8. Labor Relations**

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Initial Proposals from the Butte College Education Association to the Butte-Glenn Community College District and the District to BCEA for the Collective Bargaining Agreement 2024-2027	Information	23-8485
Initial Proposals from the Part-Time Faculty Association/ Communication Workers of America to the Butte-Glenn Community College District and the District to PFA/CWA for the Collective Bargaining Agreement 2024-2027	Information	23-8486

**9. Future Dates**

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September 13, 2023	Regular Meeting	Glenn County Center	1:00 p.m.
October 11, 2023	Regular Meeting	Main Campus	1:00 p.m.
November 15, 2023	Regular Meeting	Main Campus	1:00 a.m.
December 13, 2023	Regular Meeting	Main Campus	1:00 p.m.

## 10. **Closed Session**

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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 54956.9:

- b. CONFERENCE – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54957.6

- c. CONFERENCE WITH LABOR NEGOTIATOR

Name of Agency Negotiator: Andrew Suleski, Erik Shearer, Chris Little

Name of organization representing employees: BCEA

Pursuant to Government Code Section 54957.6

- d. CONFERENCE WITH LABOR NEGOTIATOR

Name of Agency Negotiator: Andrew Suleski, Erik Shearer, Chris Little

Name of organization representing employees: PFA/CWA

Pursuant to Government Code Section 54956.95:

- e. LIABILITY CLAIM – Update on claims filed against the District

Claimant: Martin, et al. vs. CCC, et al.

Agency: Butte-Glenn Community College District

## 11. **Adjournment**

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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.

Meetings are held in wheelchair accessible locations.

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.



## MINUTES OF SPECIAL RETREAT MEETING

June 28, 2023

The Board of Trustees of the Butte-Glenn Community College District met on Wednesday, June 28, 2023 at 9:00 AM, in the District Board Room at Butte College in Oroville, California.

**Board Members Present** Mr. Rick Krepelka, President  
Mr. Mike Boeger, Clerk  
Mr. John Blacklock  
Mr. John Dahlmeier  
Mr. William McGinnis  
Mr. John Nock

**Board Member Absent** Mr. Eugene Massa, Vice President

**Staff Members Present** Ms. Virginia L. Guleff, Superintendent/President  
Mr. Andy Suleski, Assistant Superintendent/Vice President  
Mr. Erik Shearer, Vice President  
Mr. Brad Zuniga, Interim Vice President  
Ms. Shannon McCollum, Chief of Staff  
Ms. Kim Jones, Director, Facilities Planning & Management  
Mr. Tray Robinson, Diversity Officer

**Guests** Mr. Dave Shirah, Shirah Builders

### **Pledge of Allegiance to the Flag**

Trustee Dahlmeier led the Pledge of Allegiance to the Flag.

#### 1. **Agenda Approval**

It was moved by Trustee Boeger, seconded by Trustee Blacklock, to approve the agenda as presented. Motion carried unanimously. Trustee Massa was not present for the vote.

#### 2. **Communications from the Public**

There were no public comments.

#### 3. **Spotlight Presentation: Trustee Fellowship Follow-up**

Superintendent/President Guleff introduced Dr. Darla Cooper from the RP Group to present on the African American transfer study, which is a continuation of the Trustee Fellowship. Dr. Cooper explained the different levels of the student transfer journey and how the college can help students at different phases to successfully transfer to a four-year institution. She stated more than half exit without credentials and math is the main barrier. Additionally, African American transfer students, are more likely to succeed if they pass transfer-level English and math in their first year. Counselors can offer extra support to these students so they can be successful.

#### 4. **Discussion Items**

Superintendent/President Guleff provided an overview of the topics that will be discussed during this meeting.

*Student Performance Indicators* – Vice President Shearer presented on student performance indicators. He described the ten measures of success, the metrics aligned with Vision for Success Goals, Guided

Pathways, and Student Equity. He also articulated the connection between the metrics and the Student-Centered Funding Formula. Vice President Shearer discussed student success related to course completion and transfer-level math and English as a metric for areas of improvement.

2023-2024 Budget – Assistant Superintendent/Vice President Suleski discussed the changes to the state budget and the slowing economy. He discussed the Governor’s May revise budget proposal and what differs from the January proposal which includes an 8.22% estimated Cost of Living adjustment, spending flexibility between programs, and expanded use of funds. He stated the budget provides Districts with a funding floor that won’t decrease. He noted that our Auxiliary programs are not self-sustaining. It is projected that the Student Health Center, Child Development Center, Dining Services, Bookstore, and Transportation will have a combined loss of over \$2.7M each year. These programs will require the District’s general fund reserves to provide additional financial support to maintain these services. Major changes need to be made to these programs.

Buildings – Assistant Superintendent/Vice President Suleski introduced Kim Jones, Director of Facilities Planning & Management to discuss plans at the Chico Center, Glenn County Center, Physical Science building, and Campus Center remodel. Butte College currently leases a space for the Cosmetology program in Chico. Ms. Jones discussed building a new building next to the Chico Center that would house the Cosmetology program, a science lab, and a community room. Trustees also discussed potential building sites in Orland next to the Glenn County Center. Ms. Jones also updated the Trustees on the physical science remodel challenges and options to maintain the \$10M Bond budget that was established. Agreement that a change order to include the physical science remodel with the new science building construction would be best for the budget. A resolution will be brought back for Board approval to justify the change order. The Trustees also discussed reducing the size of the current Bookstore and using the extra space for student engagement programs.

The Board directed the Superintendent/President and the Leadership Team to move ahead on building the new Cosmetology/Science Lab/Community building. The Board also approved moving forward with a remodel of the Bookstore space.

Board President Krepelka recessed for lunch and resumed at 1:40pm.

5. **Review of Board Self-Evaluation**

The Board discussed the results of the self-evaluation survey with Superintendent/President Guleff. Overall, it was a positive evaluation. No concerns were discussed.

6. **Board Annual Goals**

The Board reviewed the progress of the goals and what has been completed. Since the goals were approved in late Fall, it was decided the goals would remain the same for 2023-2024. The Trustees requested a whole day retreat in October to discuss the goals in more detail. Study Session and Spotlight Presentation topics were discussed.

7. **Superintendent/President Annual Goals**

Superintendent/President Guleff presented the progress of her goals to the Board and asked for input and recommendations. Her goals were approved in spring, and it was decided that these goals were intended to carry over into 2023-2024.

8. **Adjournment**

Board President Krepelka adjourned the meeting at 2:39 PM.



## MINUTES OF REGULAR MEETING

June 28, 2023

The Board of Trustees of the Butte-Glenn Community College District met on Wednesday, June 28, 2023, at 3:00 PM, in the District Board Room at Butte College in Oroville, California.

**Board Members Present** Mr. Rick Krepelka, President  
Mr. Mike Boeger, Clerk  
Mr. John Blacklock  
Mr. John Dahlmeier  
Mr. William McGinnis  
Mr. John Nock

**Board Member Absent** Mr. Eugene Massa, Vice President

**Staff Members Present** Ms. Virginia L. Guleff, Superintendent/President  
Mr. Andy Suleski, Assistant Superintendent/Vice President  
Mr. Erik Shearer, Vice President  
Mr. Brad Zuniga, Interim Vice President  
Ms. Shannon McCollum, Chief of Staff  
Dr. Jess Vickery, Academic Senate President  
Mr. Chris Westbay, Classified Senate President  
Various staff also in attendance

**Guests** None

### **Pledge of Allegiance to the Flag**

Trustee Krepelka led the Pledge of Allegiance to the Flag.

### 1. **Agenda Approval**

It was moved by Trustee Blacklock, seconded by Trustee Dahlmeier, to approve the agenda as presented. Motion carried unanimously. Trustee Massa was not present for the vote.

### 2. **Measure J**

#### **2022 – 2023 Measure J Citizens' Bond Oversight Committee Report and Annual Status Report, Item 23-8461**

Superintendent/President Guleff noted this update is an informational item and introduced Assistant Superintendent/Vice President Suleski to update the Board on the activities of the Citizens' Bond Oversight Committee during the fiscal year 2022-2023. He also reported that the District expended all of Series A \$43,273,000 and approximately \$25M of Series B. The District issued Series C bonds for \$50M in June 2022 to provide enough funding for the new science building. As of June 30, 2023, 27 projects have been completed and 14 projects are in progress.

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

There were no public comments.

4. **Approval of Consent Agenda, Item 23-8462 to 23-8468**

It was moved by Trustee McGinnis, seconded by Trustee Dahlmeier, to approve the consent agenda as presented.

Motion carried unanimously. Trustee Massa was not present for the vote.

5. **Information Reports**

Academic Senate President's Report – Jess Vickery

Dr. Vickery stated Academic Senate honored outgoing senators and welcomed new ones at their last meeting. Senate approved the new course add authorization process, which is more efficient for students. They also started their discussion of AB111 about common course numbering.

Classified Senate President's Report – Chris Westbay

Mr. Westbay stated Classified Professionals Day on May 31 was well attended. They also continued the tradition of providing coffee, snacks, and scantrons to students during finals week.

Superintendent/President's Report – Virginia L. Guleff

Superintendent/President Guleff updated the Board on the events she attended which included a performance of the Butte College Jazz Ensemble, Pop Ensemble, and Choir; State Parks graduation celebration; the campus Award and Retiree Celebrations; and CCLC Conference in Monterey where Bill McGinnis was honored for 30 years as a Trustee. She gave an update on the progress of evaluations. Superintendent/President Guleff stated we received the Native American Student Support and Success Program Grant from the Board of Governors for \$1.5 million over five years. The faculty hiring process is completed and 17 new faculty will begin in the fall. These hires fill vacant positions.

Board Comments

Trustee Blacklock attended all of the graduation celebrations. He stated it was a joy and honor to attend. Trustee Boeger noted the retreat was productive and informative. Trustee Dahlmeier stated it was an honor to attend Commencement and congratulate all the students. Trustee McGinnis traveled to the Scandinavian countries and noticed their universities don't have a lot of green space. He appreciates our campus. He asked about looking into professions that need employees, like air traffic controllers. Trustee Nock stated this was his first commencement as a Trustee. He enjoyed the Butte County Farm Bureau Summer BBQ and thanked Superintendent/President Guleff for attending. Trustee Krepelka noted the large number of first-generation college students at Commencement.

6. **Communications from the Public**

There were no public comments.

7. **Contracts**

**Approval of Contracts, Item 23-8469**

It was moved by Trustee Boeger, seconded by Trustee Dahlmeier, to approve the contracts listed on the Contracts Approval Report and authorize the Superintendent/President or designee to enter into the contracts in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting, contingent upon available funding and successful completion of negotiation of terms with the contractors.

Motion carried unanimously. Trustee Massa was not present for the vote.

**Approval of Contract to Purchase Products and Services from CareerAmerica, LLC dba Ocelot utilizing Foundation for California Community Colleges Master Services Agreement No. 00003389, Item 23-8470**

It was moved by Trustee Boeger, seconded by Trustee McGinnis, to approve the purchase of the required GetAnswers, GetSAP, Chatbot, LiveChat, and Texting products and services from Ocelot, utilizing Foundation for California Community Colleges Master Services Agreement No. 00003389, per the terms of the FCCC contract, for the term of July 1, 2023 through June 30, 2026, in the amount not to exceed \$171,090.00 and authorize District staff to execute the necessary contract documents related to the purchase of products and services from Ocelot in accordance with Board Policy 6340 prior to ratification by the Board at a subsequent meeting.

Motion carried unanimously. Trustee Massa was not present for the vote.

## 8. **Finance/Facilities**

### **Adoption of the 2023-2024 Tentative Budget, Gann Limit Worksheet, EPA Spending Determination Report and Notice of Public Hearing on the 2023-2024 Budget, Item 23-8471**

It was moved by Trustee McGinnis, seconded by Trustee Boeger, to adopt the 2023-2024 Tentative Budget, the 2023-2024 Gann Limit Worksheet and the EPA Spending Determination Report.

Motion carried unanimously. Trustee Massa was not present for the vote.

The Board of Trustees announced that the proposed 2023-2024 Final Budget will be available for public inspection beginning September 6, 2023, at the Office of the Assistant Superintendent/Vice President for Administration; and a public hearing will be held at 1:00 p.m. at the Board meeting on September 13, 2023, to be followed by the adoption of the 2023-2024 Final Budget.

### **Authorization to Submit 2025-2029 Five-Year Construction Plan, Item 23-8472**

It was moved by Trustee McGinnis, seconded by Trustee Nock, to authorize Administration to submit the 2025-2029 Five-Year Construction Plan.

Motion carried unanimously. Trustee Massa was not present for the vote.

## 9. **Human Resources**

### **Consider/Approve Amended Employment Contract for Superintendent/President, Item 23-8473**

Board President Krepelka provided an oral summary of the contract terms and compensation items.

It was moved by Trustee Nock, seconded by Trustee Blacklock, to approve the amended employment contract for the Superintendent/President.

Motion carried by the following roll call vote:

Ayes – Trustees Blacklock, Boeger, Dahlmeier, Krepelka, McGinnis, and Nock

Nos – none

Absent – Massa

## 10. **Closed Session**

The Board of Trustees of the Butte-Glenn Community College District met in closed session under authority of Government Code Section 54954.5.


Board President Krepelka reported the Board authorized staff to take action towards a settlement on legal matters and provided direction on other legal matters.

## 11. **Adjournment**

Board President Krepelka adjourned the meeting at 4:23 PM.

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

**August 9, 2023**

<b>Subject:</b> Approval of Warrants	<b>Item No:</b> 23-8474 <b>Enclosure:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Category:</b> Finance	<b>Action</b> <input checked="" type="checkbox"/> <b>Regular</b> <input type="checkbox"/> <b>Information</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/>
<b>Submitted By:</b> Andrew Suleski Assistant Superintendent/ Vice President	<b>Approved By:</b>  _____ Virginia L. Guleff Superintendent/President


It is recommended that the Board of Trustees approve the vendor, payroll, and financial aid warrants for the period of June 12, 2023 to July 23, 2023.

<b>Type of Warrant</b>	<b>Check/Voucher Sequence</b>	<b>Total</b>
Vendor	695352 - 696422	\$ 13,627,396.27
Payroll	527875 – 527930	\$ 3,785,584.86
Financial Aid	382005 – 382643	\$ 1,306,874.97

Warrant registers are available for review in the Business Office.

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

**August 9, 2023**

<b>Subject:</b> Ratification of Contracts	<b>Item No:</b> 23-8475 <b>Enclosure:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Category:</b> Contracts	<b>Action Regular</b> <input checked="" type="checkbox"/> <input type="checkbox"/> <b>Information Consent</b> <input type="checkbox"/> <input checked="" type="checkbox"/>
<b>Submitted By:</b> Andrew Suleski Assistant Superintendent/ Vice President	<b>Approved By:</b>  Virginia L. Guleff 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 months of June and July 2023. The Superintendent/President or Assistant Superintendent/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 Assistant Superintendent/Vice President for Administration

**June and July 2023**

<b>Contract Effective Date</b>	<b>Contract Expiration Date</b>	<b>Contractor</b>	<b>Contract Purpose</b>	<b>Contract Value Revenue/(Expense)</b>	<b>Funding Source (Fund)</b>	<b>Originated by: District Department</b>	<b>Approved by: District Administrator</b>
8/3/23	8/3/23	Chico Elks Lodge	Facility Rental for Fish and Wildlife Academy Graduation Dinner	(\$15,625.89)	Foundation Agency Account	Public Safety Education & Training	Shearer
8/3/23	8/3/23	Paradise Alliance Church	Facility Rental for Fish and Wildlife Academy Graduation	(\$1,420.00)	Unrestricted General	Public Safety Education & Training	Shearer
8/24/23	8/27/23	Butte County Fair Association	Outreach and Recruitment at Butte County Fair	(\$350.00)	Restricted General	Industrial Technology Programs	Shearer
6/8/23	9/14/23	Downtown Chico Business Association	Outreach and Recruitment at Thursday Night Market	(\$840.00)	Unrestricted General	Welcome Center	Zuniga
6/19/23	6/19/23	Chico Area Recreation & Park District	Outreach and Recruitment at Juneteenth Event	\$0.00	N/A	Welcome Center	Zuniga
8/10/23	8/12/23	Ampla Health	Outreach and Recruitment at National Health Center Week Event	\$0.00	N/A	Welcome Center	Zuniga
5/30/23	5/29/28	Asante	Clinical Experience Agreement	\$0.00	N/A	Nursing	Shearer
6/6/23	6/5/28	University of South Alabama	Field Experience Agreement	\$0.00	N/A	Nursing	Shearer
7/1/23	6/30/26	Enloe Medical Center	Clinical Internship Agreement	\$0.00	N/A	Career Center	Zuniga
6/12/23	8/18/23	Chico Chamber of Commerce	Learning-Aligned Employment Program Addendum for Intern Assignment	(\$5,760.00)	Restricted General	Career Center	Zuniga
6/12/23	8/18/23	Chico Chamber of Commerce	Learning-Aligned Employment Program Addendum for Intern Assignment	(\$5,760.00)	Restricted General	Career Center	Zuniga
6/26/23	8/18/23	Chico Chamber of Commerce	Learning-Aligned Employment Program Addendum for Intern Assignment	(\$4,608.00)	Restricted General	Career Center	Zuniga
8/14/23	8/15/23	Environmental Traveling Companions	Rafting and Camping Excursion for Puente Students	(\$2,600.00)	Restricted General	Multicultural Programs & Services	Zuniga
5/27/23	5/27/23	David Goodson	Speaker for Black Graduation	(\$150.00)	Restricted General	Multicultural Programs & Services	Zuniga
5/18/23	6/30/23	Dee Thao Digital Creator	Photography Services Amendment to Term	\$0.00	Restricted General	Multicultural Programs & Services	Zuniga
6/9/23	6/9/23	Alexia Velazquez	Singer for Law Enforcement Academy Graduation	(\$150.00)	Unrestricted General	Public Safety Education & Training	Shearer
8/17/23	8/17/23	Mele Benz	Keynote Speaker for Roadrunner Rush	(\$900.00)	Restricted General	Orientation	Zuniga
7/1/23	6/30/24	Marie McSpadden	Consulting Services to implement Degree Planner and Ad Astra, AB 1111 Common Course Numbering Project, Degree Audit, Curriculum Tracks	(\$100,000.00)	Unrestricted General	Office of Instruction	Shearer
4/11/23	5/11/23	Dr. Melissa Daniels, PSY.D.	Resource Family Approval Participants Workshops Amendment to Term	\$0.00	Restricted General	Foster Kinship Care Education Program	Zuniga
6/15/23	6/30/25	Michelle Pacansky-Brock	Humanizing Online Teaching Project	(\$57,850.00)	Restricted General	Distance Education	Shearer
5/12/23	6/30/23	Silkshop	Design Art and Print on Hooded Sweatshirts for Puente Students	(\$1,026.49)	Restricted General	Multicultural Programs & Services	Zuniga
11/2/23	11/2/23	ForCollegeForLife, Inc.	Student Experience Interactive Workshop	(\$4,300.00)	Restricted General	Inclusion Diversity Equity & Anti-Racism	Guleff
6/28/23	8/14/23	The RP Group	Point Presentations	(\$1,600.00)	Various	Inclusion Diversity Equity & Anti-Racism	Guleff
6/6/23	7/1/24	Chico Housing Action Team	Rapid Re-Housing Program Amendment extending Term	\$0.00	Restricted General	Roadrunner Hub	Zuniga
6/29/23	6/28/27	iGrad, LLC	iGrad, a Personal Finance Platform, License and Services	(\$17,670.00)	Restricted General	CASA	Zuniga
6/15/23	6/30/23	PPL, Inc.	Superintendent-President Coaching Amendment to Term	\$0.00	Unrestricted General	President's Office	Guleff
7/1/23	6/30/24	California Security Services, Inc. dba Elite Universal Security	Private Patrol Services	(\$69,720.20)	Unrestricted General	Campus Police	Zuniga
7/1/23	6/30/24	Santa Clarita Community College District	Institutional Effectiveness and Technical Assistance Grant Organization Participation Certification for Resource Team Participation Agreement	\$0.00	N/A	Education, Child, and Family Studies	Shearer

**Butte-Glenn Community College District  
CONTRACTS RATIFICATION REPORT**

Contracts Signed by the Superintendent/President or Assistant Superintendent/Vice President for Administration

**June and July 2023**

<b>Contract Effective Date</b>	<b>Contract Expiration Date</b>	<b>Contractor</b>	<b>Contract Purpose</b>	<b>Contract Value Revenue/(Expense)</b>	<b>Funding Source (Fund)</b>	<b>Originated by: District Department</b>	<b>Approved by: District Administrator</b>
7/1/23	6/30/26	Career America, LLC dba Ocelot	GetAnswers, GetSAP, Chatbot, LiveChat, and Texting Products and Services	(\$171,090.00)	Restricted General	Financial Aid Office	Zuniga
7/1/23	6/30/24	State of California Commission on Peace Officer Standards & Training	Emergency Vehicle Operations Course Training for Law Enforcement Officers	\$120,000.00	Capital	Public Safety Education & Training	Shearer
6/12/23	12/31/23	Academy Trained	Utility Line Clearance Pre-Inspector Training and Development Project	(\$56,550.00)	Restricted General	Contract Education	Shearer
7/10/23	8/10/23	Academy Trained	Utility Line Clearance Arborist Training	(\$27,500.00)	Restricted General	Contract Education	Shearer
7/7/23	12/29/23	Chico Heights Rehabilitation & Wellness Centre, LP dba Windsor Chico Creek Care and Rehabilitation Center	Employer Participation Agreement Employment Training Panel (ETP) Project Amendment extending Period of Performance	\$0.00	Restricted General	Contract Education	Shearer
7/12/23	8/11/23	CleanRite BuildRite	Customized Construction Training	\$0.00	Restricted General	Contract Education	Shearer
7/24/23	7/26/23	College of the Sequoias, Training Resource Center	Tree Risk Assessment Qualification (TRAQ) Training	(\$650.00)	Restricted General	Contract Education	Shearer
7/12/23	8/11/23	Community Housing Improvement Program	Customized Construction Training	\$0.00	Restricted General	Contract Education	Shearer
7/7/23	12/29/23	Deseret Farms of California	Employer Participation Agreement Employment Training Panel (ETP) Project Amendment extending Period of Performance	\$0.00	Restricted General	Contract Education	Shearer
6/12/23	6/30/23	Glenn County Office of Education	Arborist Training Summer Bootcamp	\$7,500.00	Restricted General	Contract Education	Shearer
7/1/23	6/30/24	Margaret Schmidt Business Solutions	Training, Design, Development and Special Project Management	(\$4,750.00)	Restricted General	Contract Education	Shearer
7/1/23	6/30/24	Morgan Massie	Training, Design, and Development for Leadership, Coaching, Communication, and Team Development	(\$16,000.00)	Restricted General	Contract Education	Shearer
6/1/23	6/30/23	Mountain F. Enterprises, Inc.	PG&E Utility Line Clearance Arborist Training Project Amendment increasing Fees	(\$27,600.00)	Restricted General	Contract Education	Shearer
6/23/23	12/31/23	Mountain G. Enterprises, Inc.	Utility Line Clearance Pre-Inspector Training and Development Project Amendment increasing Fees	(\$44,057.00)	Restricted General	Contract Education	Shearer
7/12/23	6/30/23	Mwanaisha A. Sims	DEIA Trainings Amendment increasing Fees	(\$600.00)	Restricted General	Contract Education	Shearer
7/7/23	12/29/23	Oroville Hospital	Employer Participation Agreement Employment Training Panel (ETP) Project Amendment extending Period of Performance	\$0.00	Restricted General	Contract Education	Shearer
7/7/23	12/29/23	Rockport Administrative Services, LLC	Employer Participation Agreement Employment Training Panel (ETP) Project Amendment extending Period of Performance	\$0.00	Restricted General	Contract Education	Shearer
7/7/23	12/29/23	Seneca Healthcare District	Employer Participation Agreement Employment Training Panel (ETP) Project Amendment extending Period of Performance	\$0.00	Restricted General	Contract Education	Shearer
6/6/23	6/30/23	SpaceData, LLC	TrackPoint Trainee Management Services Amendment increasing Fees	(\$300.00)	Restricted General	Contract Education	Shearer
7/10/23	7/14/23	TWI Consultants, LLC dba TWI Institute	TWIST Job Instruction Trainer Development	(\$5,500.00)	Restricted General	Contract Education	Shearer
7/1/23	6/30/24	College of the Redwoods	Strong Workforce Program Projects In Common Marketing	(\$40,000.00)	Restricted General	North Far North Regional Consortium	Shearer
7/1/23	6/30/24	College of the Siskiyous	Strong Workforce Program Projects In Common Marketing	(\$40,000.00)	Restricted General	North Far North Regional Consortium	Shearer
7/1/23	6/30/24	Lake Tahoe Community College District	Strong Workforce Program Projects In Common Marketing	(\$40,000.00)	Restricted General	North Far North Regional Consortium	Shearer
7/1/23	6/30/24	Lassen Community College	Strong Workforce Program Projects In Common Marketing	(\$40,000.00)	Restricted General	North Far North Regional Consortium	Shearer

**Butte-Glenn Community College District  
CONTRACTS RATIFICATION REPORT**

Contracts Signed by the Superintendent/President or Assistant Superintendent/Vice President for Administration

**June and July 2023**

<b>Contract Effective Date</b>	<b>Contract Expiration Date</b>	<b>Contractor</b>	<b>Contract Purpose</b>	<b>Contract Value Revenue/(Expense)</b>	<b>Funding Source (Fund)</b>	<b>Originated by: District Department</b>	<b>Approved by: District Administrator</b>
7/1/23	6/30/24	Mendocino-Lake Community College District	Strong Workforce Program Projects In Common Marketing	(\$40,000.00)	Restricted General	North Far North Regional Consortium	Shearer
7/1/23	6/30/24	Pacific Sky	Website Maintenance and Support	(\$6,000.00)	Restricted General	North Far North Regional Consortium	Shearer
7/1/23	6/30/24	Shasta Tehama Trinity Community College District	Strong Workforce Program Projects In Common Marketing	(\$40,000.00)	Restricted General	North Far North Regional Consortium	Shearer
5/1/23	12/31/23	Social Good Fund, Inc.	Essential Skills Program Technology Build and Canvas Integration	(\$64,800.00)	Restricted General	North Far North Regional Consortium	Shearer
7/1/23	12/31/23	Trent Wakenight	Facilitation, Planning, Strategy, and Visualization Support for Meetings	(\$40,000.00)	Restricted General	North Far North Regional Consortium	Shearer
7/1/23	6/30/24	WestEd	Career Portal Project Management Services	(\$53,325.00)	Restricted General	North Far North Regional Consortium	Shearer
7/1/23	6/30/24	Yuba Community College District	Strong Workforce Program Projects In Common Marketing	(\$40,000.00)	Restricted General	North Far North Regional Consortium	Shearer
2/28/23	2/27/24	Agilent Technologies, Inc.	Hardware, Software License, and Support Services for Gas Chromatography/Mass Spectrometry System	(\$106,729.64)	Restricted General	STEM	Shearer
Upon Payment	One Year	Flowlab, LLC	Flowlab Education Subscription	(\$144.00)	Unrestricted General	Computer Science	Shearer
8/1/23	5/31/24	Piazza Technologies, Inc.	Piazza Instructor Licenses	(\$758.00)	Restricted General	Computer Science	Shearer
Upon Download	18 months	TestOut Corporation	TestOut Hybrid Server Pro: Core and Ethical Hacker Pro License	(\$7,392.00)	Unrestricted General	Computer Science	Shearer
Upon Download	Until Terminated	Evernote Corporation	Note-Taking and Task Management Software Application Subscription License	\$0.00	N/A	Chemistry	Shearer
7/21/23	7/20/24	SoftChalk, LLC	SoftChalk Cloud Platform Subscription License	(\$552.00)	Unrestricted General	Philosophy	Shearer
7/10/23	Upon Payment	CDW.G, LLC	Citrix Virtual Apps and Desktop Software	(\$34,660.00)	Unrestricted General	Information Technology	Suleski
Upon Download	One Year	Citrix Systems, Inc.	Citrix Virtual Apps and Desktop Software License	\$0.00	Unrestricted General	Information Technology	Suleski
7/10/23	upon payment	ComputerLand of Silicon Valley	VMware Carbon Black Subscription	(\$15,000.00)	Unrestricted General	Information Technology	Suleski
7/1/23	6/30/24	Vmware, Inc.	Carbon Black Subscription License	\$0.00	Unrestricted General	Information Technology	Suleski
7/1/23	6/30/28	Ellucian Company LP	Colleague Software Maintenance and Support	(\$3,069,021.00)	Unrestricted General	Information Technology	Suleski
7/1/23	6/30/24	Faronics Corporation	Deep Freeze KIT NA EDU Maintenance	(\$4,095.00)	Unrestricted General	Information Technology	Suleski
7/1/23	7/1/24	SolarWinds Worldwide, LLC	Web Help Desk Per Technician License	(\$4,410.00)	Unrestricted General	Information Technology	Suleski
7/1/23	6/30/26	The Chancellor's Office of the California Community Colleges	Student Right to Know Reporting Subscription	(\$17,700.00)	Unrestricted General	Information Technology	Suleski
7/1/23	6/30/24	3Play Media, Inc.	Transcription and Captioning Services	(\$15,000.00)	Restricted General	CCC Technology Center	Suleski
7/1/23	6/30/28	CENIC Broadband Initiatives, LLC	Provision, Installation, and Maintenance of 100 Gigabit Ethernet Backbone Services (Total Estimated Contract Value not including CTF Discounts)	(\$27,686,763.30)	Restricted General	CCC Technology Center	Suleski
7/1/23	6/30/24	Experis US, Inc.	IT Professional Services	(\$1,350,000.00)	Restricted General	CCC Technology Center	Suleski
9/1/23	8/31/24	Fortra, LLC	Cobalt Strike Subscription License	(\$2,838.61)	Restricted General	CCC Technology Center	Suleski

**Butte-Glenn Community College District  
CONTRACTS RATIFICATION REPORT**

Contracts Signed by the Superintendent/President or Assistant Superintendent/Vice President for Administration

**June and July 2023**

<b>Contract Effective Date</b>	<b>Contract Expiration Date</b>	<b>Contractor</b>	<b>Contract Purpose</b>	<b>Contract Value Revenue/(Expense)</b>	<b>Funding Source (Fund)</b>	<b>Originated by: District Department</b>	<b>Approved by: District Administrator</b>
7/1/23	6/30/24	Intervision Systems, LLC	Cloud Amazon Web Services (AWS) Management Services to provide Cloud Infrastructure as a Service and Cloud Platform as a Service in support of statewide grant operations	(\$1,030,000.00)	Restricted General	CCC Technology Center	Suleski
7/1/23	6/30/24	Intervision Systems, LLC	Managed Services including Architecture, Design, Build, Migration, DevOps, Infrastructure as a Service Management, and Management and Support Services to support the development and hosting of California Community Colleges System-Wide applications	(\$1,872,300.00)	Restricted General	CCC Technology Center	Suleski
7/1/23	6/30/24	Jonckers Translation and Engineering U.S.A., Inc.	Student Success Suite Spanish Translation	(\$10,000.00)	Restricted General	CCC Technology Center	Suleski
9/1/23	8/31/24	L-Soft International, Inc.	ListPlex Software License	(\$6,550.00)	Restricted General	CCC Technology Center	Suleski
7/1/23	6/30/24	Postman, Inc.	API Test Automation and Enterprise Essentials Software and Services License	(\$9,408.00)	Restricted General	CCC Technology Center	Suleski
7/1/23	6/30/24	Ray Morgan Company	Copier Maintenance	(\$381.69)	Restricted General	CCC Technology Center	Suleski
7/1/23	6/30/24	Sensus ApS	SensusAccess Subscription	(\$45,000.00)	Restricted General	CCC Technology Center	Suleski
6/25/23	Upon Payment	SHI International Corporation	LastPass Enterprise	(\$4,667.65)	Restricted General	CCC Technology Center	Suleski
7/23/23	7/22/24	LastPass US LP	LastPass Enterprise Software License	\$0.00	Restricted General	CCC Technology Center	Suleski
7/1/23	6/30/24	Veridion Security, Inc.	IT Security Consultants	(\$300,000.00)	Restricted General	CCC Technology Center	Suleski
7/1/23	6/30/24	XAP Corporation	Development, Operations and Maintenance Services for eTranscript California	(\$784,900.00)	Restricted General	CCC Technology Center	Suleski
4/1/23	8/30/23	David Hurd	Inspector of Record for Mechanized Agriculture Modular Moves Project	(\$10,000.00)	Measure J	Facilities, Planning, & Management	Suleski
7/1/23	6/30/24	Elevator Technology, Inc.	Annual Elevator Inspections	(\$30,900.00)	Unrestricted General	Facilities, Planning, & Management	Suleski
7/1/23	6/30/24	Higgins Pest and Weed	District Weed Control Program	(\$49,517.00)	Unrestricted General	Facilities, Planning, & Management	Suleski
7/1/23	6/30/24	Higgins Pest and Weed	District Pest Control Program	(\$9,600.00)	Unrestricted General	Facilities, Planning, & Management	Suleski
7/1/23	8/7/23	Martin Construction	Mechanized Agriculture Room 115 HVAC Lab Framing	(\$22,524.00)	Restricted General	Facilities, Planning, & Management	Suleski
7/1/23	8/31/23	Martin Construction	Chico Center Patio Outdoor Seating Framing	(\$23,764.00)	Restricted General	Facilities, Planning, & Management	Suleski
7/1/23	9/30/23	McClelland Air Conditioning, Inc.	Glenn Center IT Room HVAC Upgrade	(\$13,880.00)	Restricted General	Facilities, Planning, & Management	Suleski
8/1/23	10/31/23	McClelland Air Conditioning, Inc.	Learning Resource Center HVAC Upgrade	(\$43,442.00)	Restricted General	Facilities, Planning, & Management	Suleski
7/1/23	12/31/23	Northstate Earth and Water, Inc.	EVOG Track Crack Sealing	(\$14,617.00)	Capital	Facilities, Planning, & Management	Suleski
5/30/23	10/1/23	NV5	Laboratory of Record Services for Mechanized Agriculture Portable Moves Project	(\$15,802.84)	Measure J	Facilities, Planning, & Management	Suleski
6/20/23	8/31/23	Park Associates, Inc. dba Park Planet	Chico Center Outdoor Seating Shade Sail and Posts	(\$15,750.00)	Restricted General	Facilities, Planning, & Management	Suleski

**Board of Trustees Meeting  
August 9, 2023**


**Butte-Glenn Community College District  
CONTRACTS RATIFICATION REPORT**

Contracts Signed by the Superintendent/President or Assistant Superintendent/Vice President for Administration  
**June and July 2023**

<b>Contract Effective Date</b>	<b>Contract Expiration Date</b>	<b>Contractor</b>	<b>Contract Purpose</b>	<b>Contract Value Revenue/(Expense)</b>	<b>Funding Source (Fund)</b>	<b>Originated by: District Department</b>	<b>Approved by: District Administrator</b>
6/20/23	6/30/23	Rock Creek Construction, Inc.	Chico Center Outdoor Patio Concrete	(\$41,066.00)	Restricted General	Facilities, Planning, & Management	Suleski
7/13/23	9/30/23	Rock Creek Construction, Inc.	Softball Field Renovation	(\$43,560.00)	Capital	Facilities, Planning, & Management	Suleski
5/31/23	7/31/23	Shasta Control Company	BAS Control Installation and Upgrades	(\$14,462.00)	Scheduled Maintenance	Facilities, Planning, & Management	Suleski
6/1/23	6/30/23	Sierra Range Electric	Chico Center Student Lounge Door Actuator	(\$9,450.00)	Restricted General	Facilities, Planning, & Management	Suleski
7/10/23	7/31/23	Sierra Range Electric	Electrical for Fire Alarms at Women's Locker Room	(\$23,976.00)	Scheduled Maintenance	Facilities, Planning, & Management	Suleski
7/1/23	8/31/23	Sierra Range Electric	Electrical for Fire Alarms at Men's Locker Room	(\$24,154.00)	Scheduled Maintenance	Facilities, Planning, & Management	Suleski
7/20/23	7/31/23	Sierra Range Electric	Electrical for Fire Alarms at Child Development Center	(\$24,875.00)	Scheduled Maintenance	Facilities, Planning, & Management	Suleski
7/1/23	10/31/23	Steel Crete, Inc.	Chico Center Outdoor Patio Gate	(\$9,844.00)	Restricted General	Facilities, Planning, & Management	Suleski
			<b>TOTAL REVENUE CONTRACTS</b>	<b>\$127,500.00</b>			
			<b>TOTAL EXPENSE CONTRACTS</b>	<b>(\$37,908,507.31)</b>			

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

**August 9, 2023**

<b>Subject:</b> Donation of District Personal Property: Miscellaneous Electronic Equipment	<b>Item No:</b> 23-8476 <b>Enclosure:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Category:</b> Finance	<b>Action Regular</b> <input checked="" type="checkbox"/> <b>Information Consent</b> <input type="checkbox"/>
<b>Submitted By:</b> Andrew Suleski Assistant Superintendent/ Vice President	<b>Approved By:</b>  <hr/> Virginia L. Guleff 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: August 9, 2023

DISPOSAL OF DISTRICT PROPERTY: ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIALS  
PURCHASED BETWEEN JANUARY 1, 1998 TO JUNE 30, 2020.

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

Butte College Asset No. / Product Serial/Model No.	Item Description	Item Status
503184	ANALYTICAL BALANCE	DONATE
530623	COMPUTER TOWER	DONATE
534166	COMPUTER TOWER	DONATE
530630	COMPUTER TOWER	DONATE
530624	COMPUTER TOWER	DONATE
530619	COMPUTER TOWER	DONATE
530620	COMPUTER TOWER	DONATE
530626	COMPUTER TOWER	DONATE
530640	COMPUTER TOWER	DONATE
530633	COMPUTER TOWER	DONATE
522290	COMPUTER TOWER	DONATE
526274	COMPUTER TOWER	DONATE
529088	COMPUTER TOWER	DONATE
530695	COMPUTER TOWER	DONATE
524682	COMPUTER TOWER	DONATE
530393	COMPUTER TOWER	DONATE
533380	COMPUTER TOWER	DONATE
528388	COMPUTER TOWER	DONATE
533390	COMPUTER TOWER	DONATE
533384	COMPUTER TOWER	DONATE
533405	COMPUTER TOWER	DONATE
533406	COMPUTER TOWER	DONATE
533389	COMPUTER TOWER	DONATE
533393	COMPUTER TOWER	DONATE
533388	COMPUTER TOWER	DONATE
533366	COMPUTER TOWER	DONATE
528381	COMPUTER TOWER	DONATE
528390	COMPUTER TOWER	DONATE
533394	COMPUTER TOWER	DONATE
533404	COMPUTER TOWER	DONATE
533387	COMPUTER TOWER	DONATE
533403	COMPUTER TOWER	DONATE
533396	COMPUTER TOWER	DONATE
533402	COMPUTER TOWER	DONATE
533373	COMPUTER TOWER	DONATE
533383	COMPUTER TOWER	DONATE
533391	COMPUTER TOWER	DONATE
533375	COMPUTER TOWER	DONATE
533392	COMPUTER TOWER	DONATE
533398	COMPUTER TOWER	DONATE
533395	COMPUTER TOWER	DONATE

EXHIBIT A  
Board Meeting Date: August 9, 2023

DISPOSAL OF DISTRICT PROPERTY: ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIALS  
PURCHASED BETWEEN JANUARY 1, 1998 TO JUNE 30, 2020.

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

Butte College Asset No. / Product Serial/Model No.	Item Description	Item Status
533368	COMPUTER TOWER	DONATE
533371	COMPUTER TOWER	DONATE
530679	COMPUTER TOWER	DONATE
533399	COMPUTER TOWER	DONATE
533382	COMPUTER TOWER	DONATE
533400	COMPUTER TOWER	DONATE
525352	COMPUTER TOWER	DONATE
530742	COMPUTER TOWER	DONATE
533597	COMPUTER TOWER	DONATE
533367	COMPUTER TOWER	DONATE
533376	COMPUTER TOWER	DONATE
533379	COMPUTER TOWER	DONATE
533369	COMPUTER TOWER	DONATE
533378	COMPUTER TOWER	DONATE
531891	COMPUTER TOWER	DONATE
531382	COMPUTER TOWER	DONATE
530736	COMPUTER TOWER	DONATE
533386	COMPUTER TOWER	DONATE
533377	COMPUTER TOWER	DONATE
533374	COMPUTER TOWER	DONATE
533381	COMPUTER TOWER	DONATE
533401	COMPUTER TOWER	DONATE
533465	COMPUTER TOWER	DONATE
533457	COMPUTER TOWER	DONATE
533448	COMPUTER TOWER	DONATE
533467	COMPUTER TOWER	DONATE
533453	COMPUTER TOWER	DONATE
533462	COMPUTER TOWER	DONATE
533445	COMPUTER TOWER	DONATE
533453	COMPUTER TOWER	DONATE
533456	COMPUTER TOWER	DONATE
533463	COMPUTER TOWER	DONATE
528217	COMPUTER TOWER	DONATE
533466	COMPUTER TOWER	DONATE
533460	COMPUTER TOWER	DONATE
533454	COMPUTER TOWER	DONATE
533459	COMPUTER TOWER	DONATE
533455	COMPUTER TOWER	DONATE
533458	COMPUTER TOWER	DONATE
533464	COMPUTER TOWER	DONATE
533447	COMPUTER TOWER	DONATE

## EXHIBIT A

Board Meeting Date: August 9, 2023

DISPOSAL OF DISTRICT PROPERTY: ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIALS  
PURCHASED BETWEEN JANUARY 1, 1998 TO JUNE 30, 2020.

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

<b>Butte College Asset No. / Product Serial/Model No.</b>	<b>Item Description</b>	<b>Item Status</b>
533449	COMPUTER TOWER	DONATE
533468	COMPUTER TOWER	DONATE
533452	COMPUTER TOWER	DONATE
533451	COMPUTER TOWER	DONATE
533446	COMPUTER TOWER	DONATE
533444	COMPUTER TOWER	DONATE
533450	COMPUTER TOWER	DONATE
526080	COMPUTER TOWER	DONATE
531006	COMPUTER TOWER	DONATE
531237	COMPUTER TOWER	DONATE
533749	COMPUTER TOWER	DONATE
533705	COMPUTER TOWER	DONATE
533743	COMPUTER TOWER	DONATE
533692	COMPUTER TOWER	DONATE
533764	COMPUTER TOWER	DONATE
533784	COMPUTER TOWER	DONATE
533768	COMPUTER TOWER	DONATE
533769	COMPUTER TOWER	DONATE
533788	COMPUTER TOWER	DONATE
533782	COMPUTER TOWER	DONATE
533798	COMPUTER TOWER	DONATE
533706	COMPUTER TOWER	DONATE
533724	COMPUTER TOWER	DONATE
533744	COMPUTER TOWER	DONATE
533758	COMPUTER TOWER	DONATE
533693	COMPUTER TOWER	DONATE
533691	COMPUTER TOWER	DONATE
533699	COMPUTER TOWER	DONATE
533787	COMPUTER TOWER	DONATE
533704	COMPUTER TOWER	DONATE
533697	COMPUTER TOWER	DONATE
533771	COMPUTER TOWER	DONATE
533761	COMPUTER TOWER	DONATE
533751	COMPUTER TOWER	DONATE
533757	COMPUTER TOWER	DONATE
533703	COMPUTER TOWER	DONATE
533747	COMPUTER TOWER	DONATE
533779	COMPUTER TOWER	DONATE
533767	COMPUTER TOWER	DONATE
533759	COMPUTER TOWER	DONATE
533696	COMPUTER TOWER	DONATE

## EXHIBIT A

Board Meeting Date: August 9, 2023

DISPOSAL OF DISTRICT PROPERTY: ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIALS  
PURCHASED BETWEEN JANUARY 1, 1998 TO JUNE 30, 2020.

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

<b>Butte College Asset No. / Product Serial/Model No.</b>	<b>Item Description</b>	<b>Item Status</b>
533710	COMPUTER TOWER	DONATE
533739	COMPUTER TOWER	DONATE
533695	COMPUTER TOWER	DONATE
533707	COMPUTER TOWER	DONATE
533737	COMPUTER TOWER	DONATE
533717	COMPUTER TOWER	DONATE
533734	COMPUTER TOWER	DONATE
533770	COMPUTER TOWER	DONATE
533760	COMPUTER TOWER	DONATE
533752	COMPUTER TOWER	DONATE
533748	COMPUTER TOWER	DONATE
533756	COMPUTER TOWER	DONATE
533740	COMPUTER TOWER	DONATE
533702	COMPUTER TOWER	DONATE
533698	COMPUTER TOWER	DONATE
522719	COMPUTER TOWER	DONATE
533738	COMPUTER TOWER	DONATE
533736	COMPUTER TOWER	DONATE
533790	COMPUTER TOWER	DONATE
533785	COMPUTER TOWER	DONATE
533709	COMPUTER TOWER	DONATE
533762	COMPUTER TOWER	DONATE
533750	COMPUTER TOWER	DONATE
533766	COMPUTER TOWER	DONATE
533728	COMPUTER TOWER	DONATE
533789	COMPUTER TOWER	DONATE
533694	COMPUTER TOWER	DONATE
533732	COMPUTER TOWER	DONATE
529123	DESKTOP VISUALIZER	DONATE
532625	DIRECT TO GARMENT PRINTER	DONATE
528946	DOCUMENT CAMERA	DONATE
528947	DOCUMENT CAMERA	DONATE
535074	DOCUMENT CAMERA	DONATE
522935	DVD/VCR PLAYER	DONATE
524162	HD CAMERA	DONATE
526850	MONITOR	DONATE
524770	MONITOR	DONATE
522618	MONITOR	DONATE
532588	MONITOR	DONATE
524764	MONITOR	DONATE
522053	MONITOR	DONATE

EXHIBIT A

Board Meeting Date: August 9, 2023


DISPOSAL OF DISTRICT PROPERTY: ELECTRONIC EQUIPMENT AND MISCELLANEOUS MATERIALS  
PURCHASED BETWEEN JANUARY 1, 1998 TO JUNE 30, 2020.

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

<b>Butte College Asset No. / Product Serial/Model No.</b>	<b>Item Description</b>	<b>Item Status</b>
524741	MONITOR	DONATE
530836	MONITOR	DONATE
533594	NOTEBOOK COMPUTER	DONATE
528106	NOTEBOOK COMPUTER	DONATE
532983	NOTEBOOK COMPUTER	DONATE
529262	NOTEBOOK COMPUTER	DONATE
528815	NOTEBOOK COMPUTER	DONATE
530732	NOTEBOOK COMPUTER	DONATE
532256	NOTEBOOK COMPUTER	DONATE
525748	NOTEBOOK COMPUTER	DONATE
531796	NOTEBOOK COMPUTER	DONATE
530976	NOTEBOOK COMPUTER	DONATE
521542	NOTEBOOK COMPUTER	DONATE
534156	NOTEBOOK COMPUTER	DONATE
526487	NOTEBOOK COMPUTER	DONATE
524093	PRINTER	DONATE
523803	PROJECTOR	DONATE
527094	SCALING PRESENTATION SWITCHER	DONATE
529047	SCALING SWITCHER	DONATE
525733	SCANNER	DONATE
527240	SWITCH	DONATE
530530	TABLET COMPUTER	DONATE
530562	TABLET COMPUTER	DONATE
530584	TABLET COMPUTER	DONATE
529085	TABLET COMPUTER	DONATE
529084	TABLET COMPUTER	DONATE
529076	TABLET COMPUTER	DONATE
529074	TABLET COMPUTER	DONATE
529080	TABLET COMPUTER	DONATE
529078	TABLET COMPUTER	DONATE
529081	TABLET COMPUTER	DONATE
529083	TABLET COMPUTER	DONATE
529079	TABLET COMPUTER	DONATE
529082	TABLET COMPUTER	DONATE
529077	TABLET COMPUTER	DONATE
529075	TABLET COMPUTER	DONATE

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

**August 9, 2023**

<b>Subject:</b> Awarded Grants during the Quarter Ending June 30, 2023	<b>Item No:</b> 23-8477 <b>Enclosure:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Category:</b> Grants Research and Development, Office of the President	<b>Action</b> <input type="checkbox"/> <b>Information</b> <input checked="" type="checkbox"/> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/>
<b>Submitted By:</b> Virginia L. Guleff Superintendent/President	<b>Approved By:</b>  <hr/> Virginia L. Guleff Superintendent/President

**Background**

Pursuant to Board Policy 3280, the Board will be informed about all grants received by the District. The Superintendent/President has set procedures for continuing and new grants to assure timely application and processing of grant applications and funds, and that grants applied for directly support the purposes of the District.

**Status**


The attached Grant Awards Report represents grants awarded to the District during the following quarter: 4/1/2023 – 6/30/2023. The Superintendent/President or Vice President for Administration has executed the necessary grant agreement documents.

**Butte-Glenn Community College District  
Grant Awards Report**

Grant Performance Period Start Date	Grant Performance Period End Date	Funding Agency	Grant Award Purpose	Amount Awarded	Originated by: District Department
7/1/2023	7/30/2024	Foundation for CA Community Colleges	Finish Line Scholars Program Yr 3 (2022-23) Grant Agreement # 00005432	\$150,000.00	Student Services
1/17/2023	1/16/2024	North Valley Community Foundation - Butte Strong Fund	Breaking Cycles and Creating Change - Building a Trauma Informed Community Resiliency Project	\$50,000.00	Instruction
9/1/2023	8/31/2024	U.S. Department of Education	CFDA 84.042A - TRIO-Student Support Services (SSS) _ Disabled Students GAN_P042A201142.23.7 Year 4 of 5	\$272,364.00	Student Services
9/1/2023	8/31/2024	U.S. Department of Education	CFDA 84.042A TRIO Student Support Services (SSS) _ Classic -- GAN_P042A201126.23.7 Year 4 of 5	\$272,364.00	Student Services
		State of CA - Health and Human Services Agency - Department of Social Services	Fiscal Year 2022-23 General Child Care and Development Program Expansion Funds	\$339,861.00	Instruction
7/1/2023	6/30/2025	BOG, California Community Colleges Chancellor's Office - 6870	Native American Student Services and Support Program Grant	\$600,000.00	Student Services
6/15/2023	6/30/2025	BOG, California Community Colleges Chancellor's Office - 6870	Culturally Responsive Pedagogy and Practices Innovative Best Practices Grant	\$300,000.00	Instruction
7/1/2023	6/30/2024	CCCCO, on Behalf of the CCC Board of Governors -6870, Grantor Rancho Santiago CCD, Fiscal Agent	Division: Institutional Effectiveness Project: California Community Colleges - California Conservation Corps Partnership FY 2023-24 Grant Agreement # GFA0021	\$620,000.00	Instruction
1/23/2023	9/30/2025	BOG, California Community Colleges Chancellor's Office - 6870	Division: Workforce and Economic Development Project: Regional Equity and Recovery Partnership Grant GAN# G0596	\$149,230.00	Instruction
7/1/2023	12/31/2023	BOG, California Community Colleges Chancellor's Office - 6870	Grant Agreement - Amendment #1 and Time Extension; Division: Digital Innovation and Infrastructure: Project: Shared Infrastructure Program GAN #20-075-001, RFA # 18-084 Amendment Number: G0483, Am. 1	\$2,500,000.00	Administration
Total Awards for Quarter: 4/1/2023 - 6/30/2023				\$5,053,819.00	

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

**August 9, 2023**

<b>Subject:</b> Approval of Revisions to the Butte Schools Self-Funded Programs Joint Powers Authority (BSSP) Agreement	<b>Item No:</b> 23-8478 <b>Enclosure:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Category:</b> Contracts	<b>Action Regular</b> <input checked="" type="checkbox"/> <input type="checkbox"/> <b>Information Consent</b> <input type="checkbox"/> <input checked="" type="checkbox"/>
<b>Submitted By:</b> Andrew Suleski Assistant Superintendent/ Vice President	<b>Approved By:</b>  <hr/> Virginia L. Guleff Superintendent/President

**Background**

The Butte-Glenn Community College District is a member of the Butte Schools Self-Funded Programs Joint Powers Authority (BSSP) for employee health and welfare benefits.

**Status**

The BSSP Board of Directors amended the Joint Powers Agreement in December, 2022. The revised provisions include:

- Participation in excess risk pools, joint purchase programs, or fully-insured programs;
- Updated language for equal employment opportunities.

Approval of the agreement by all member districts is required to execute the Joint Powers Agreement for the BSSP program.

**Recommendation**

It is recommended that the Butte-Glenn Community College District Board of Trustees approve the Joint Powers Agreement as amended.

**JOINT POWERS AGREEMENT**

**Amended December 13, 2022**

*Joint Powers Agreement  
For The Operation of a Common Risk Management  
and Liability Prevention Program*

**BUTTE SCHOOLS SELF-FUNDED PROGRAMS**

# BUTTE SCHOOLS SELF-FUNDED PROGRAMS

**Amended  
Joint Powers Agreement  
For The Operation of a Common  
Risk Management and Liability Prevention Program**

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# **BUTTE SCHOOLS SELF-FUNDED PROGRAMS**

Amended  
Joint Powers Agreement  
For The Operation of a Common  
Risk Management and Liability Prevention Program

This Joint Powers Agreement ("Agreement") amends the Butte Schools Self-Funded Programs Joint Powers Agreement dated October 24, 1991, and subsequently amended. This Amendment will supersede any prior Agreement between the parties upon its approval by a weighted two thirds (2/3) vote of the Board of Directors of Butte Schools Self-Funded Programs. The manner of determining the relative weights of Members' votes shall be set forth in duly enacted policies and procedures of the joint powers authority formed by this Agreement.

This Agreement is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (commencing with Section 6500) of the California Government Code, as amended ("Joint Exercise of Powers Act"), relating to the joint exercise of powers between the public educational agencies signatory hereto and those which may hereafter become signatory hereto, for the purpose of operating an agency known as Butte Schools Self-Funded Programs ("BSSP").

This Agreement, and all other BSSP governing documents, memoranda of coverage, or other Program documents (other than insurance policies written by insurance carriers and purchased by or through BSSP in the insurance marketplace) shall be interpreted according to principles of ordinary contract law of the State of California, and not according to principles of California insurance common law or statutory law. In addition, since this Agreement and the other BSSP documents referenced above are the product of mutual drafting by all of BSSP's Members, no party shall be entitled to rely on any principle of law that would require any ambiguity in a contract to be construed against the party that created it.

## WITNESSETH:

WHEREAS, Sections 35208 and 72506 of the California Education Code require that school and community college districts insure against certain risks set forth therein; and

WHEREAS, Sections 35214 and 72506 of the California Education Code permit school and community college districts to purchase insurance or to self-insure, *i.e.*, self-fund, against the risks set forth in California Education Code sections 35208 and 72506; and

WHEREAS, Sections 17566 and 81601 of the California Education Code permit school and community college districts, to insure property against other perils; and

WHEREAS, Sections 17566 and 81602 of the California Education Code permit school and community college districts to establish a fund or funds for the purpose of covering the purchase of excess insurance, the deductible amount under deductible types of insurance policies, losses or payments arising from self-funded programs, losses or payments due to non-covered perils, and the payment of claims, administrative costs, and related services; and

WHEREAS, Sections 17567 and 81603 of the California Education Code permit any two or more school or community college districts to enter into a Joint Powers Agreement pursuant to the Joint Exercise of Powers Act, to perform the functions set out in California Education Code sections 17566, 39602, 81601 and 81602; and

WHEREAS, Section 3700, subdivision (c) of the California Labor Code permits a public entity to fund its own workers' compensation claims; and

WHEREAS, Section 990.8 of the California Government Code permits two or more local public entities to enter into a joint powers agreement pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7, Title 1 of the California Government Code, to perform the functions set forth in Government Code section 990, *et seq.*; and

WHEREAS, Article 1 (commencing with Section 6500) of Chapter 5 of Division 7, Title 1 of the California Government Code permits two or more public educational agencies to jointly exercise any power common to them; and

WHEREAS, the signatories hereto have determined that there is a need by public educational agencies to develop (i) effective risk management programs to reduce the amount and frequency of their losses and (ii) self-funded Programs for the purpose of protecting against various risks jointly, rather than individually; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for risk sharing for their mutual advantage and concern; and

WHEREAS, the development, organization and implementation of a joint powers authority is of such magnitude that it is desirable for the parties to join together in this Agreement in order to accomplish the purposes hereinafter set forth; and

WHEREAS, the signatories hereto have determined that there is a need by public educational agencies for a joint program for risk protection; and

WHEREAS, it is the desire of the signatories hereto to study and possibly incorporate other plans and forms of risk management into a joint program such as that described herein; and

WHEREAS, each signatory hereto has determined that it is economically practical and for its public benefit and in its public interest to do so;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained in this Agreement, the parties hereto agree as follows:

## **ARTICLE 1      CREATION OF THE JOINT POWERS ENTITY**

1.1      A joint powers authority, separate and apart from the public educational agencies Signatory hereto, will be and is hereby created and is designated as the Butte Schools Self-Funded Programs ("Authority") or BSSP.

1.2      The governing bodies of the Authority will be its Board of Directors and its Executive Committee. The Board of Directors and the Executive Committee will be constituted and empowered as provided in the Bylaws of the Authority.

## **ARTICLE 2      PURPOSE OF THE AUTHORITY**

2.1      The Authority is established for the purposes of administering this Agreement and for jointly exercising powers common to each Member by:

- 2.1.1      Pooling on a self-funded basis various risks in excess of individually selected deductible amounts and up to a jointly selected maximum;
- 2.1.2      Jointly purchasing insurance coverage or participating in risk pools and/or programs to provide coverage over the self-funded maximum;
- 2.1.3      Creating and maintaining loss funds to pay the costs of self-funded portions of covered losses;
- 2.1.4      Jointly purchasing insurance, other products and services for the mutual benefit of the Members;
- 2.1.5      Implementing a risk management program;
- 2.1.6      Providing a forum for discussion, study, development and implementation of recommendations of mutual interest regarding self-funded protection, risk management and other programs, as more specifically provided for in the Bylaws; and
- 2.1.7      Providing for the future inclusion of additional public educational agencies which desire to become parties to this Agreement.

**ARTICLE 3      POWERS OF THE AUTHORITY**

3.1      The Authority will have the power and authority to exercise (i) any power common to the public educational agencies which are parties to this Agreement, (ii) any powers contained in the Joint Exercise of Powers Act, or any successor statute, and (iii) powers otherwise conferred by law; provided that the power is in furtherance of the purposes, functions and objectives of this Agreement. Pursuant to Section 6509 of the California Government Code, the Authority in exercising its powers will be subject to the same restrictions as are imposed upon public educational agencies, except as otherwise provided by statute.

**ARTICLE 4      FUNCTIONS OF THE AUTHORITY**

- 4.1      The functions of the Authority are:
- 4.1.1    To provide on behalf of the members of the Authority a plan and system for any risk or peril and any program authorized by law and deemed practical by the Board of Directors and, as such, to perform, or contract for the performance of financial, administration, policy formulation, claims servicing, legal representation, safety engineering, health education, and other services as necessary or appropriate for the administrative functions for each Program approved by the Board of Directors.
  - 4.1.2    To provide risk pooling through independent Programs for such risks or perils as the Board of Directors determines are in the best interest of the Authority and are permitted by law.
  - 4.1.3    To pursue any member's right of subrogation against a third party when in the discretion of the Board of Directors such action is appropriate. Any recovery resulting from pursuing a subrogation claim after "stop-losses" are repaid will be divided between the Authority and the Member against which the underlying claim was charged, in proportion to each authorized payment made toward resolution of the underlying claim.
  - 4.1.4    To make and enter into contracts.
  - 4.1.5    To acquire, hold or dispose of real and personal property in the name of the Authority.
  - 4.1.6    To incur debts, liabilities and obligations, including but not limited to issuing bonds as allowed by law, necessary to accomplish the purposes of the Agreement.
  - 4.1.7    To receive gifts, contributions, and donations of property, funds, services, or other forms of assistance from members, firms, persons, corporations, associations, and any other governmental entity in accordance with existing laws.
  - 4.1.8    To invest surplus funds as permitted by law.

- 4.1.9 To acquire, construct, manage, maintain and operate buildings.
- 4.1.10 To sue and be sued in the name of the Authority.
- 4.1.11 To maintain accurate case records for all covered risks, and accurate records of all claims paid.
- 4.1.12 To join joint powers authorities to provide services or coverage to this Authority.
- 4.1.13 To lease real or personal property, including that of a Member.
- 4.1.14 To employ staff to perform the functions of the Authority.
- 4.1.15 To perform such other functions as may be necessary or appropriate to carry out the Agreement, so long as such other functions so performed are not prohibited by any provision of law and are not otherwise inconsistent with this Agreement or the Bylaws.

## **ARTICLE 5 TERM OF THE AGREEMENT**

5.1 This amended Agreement will become effective at 12:01 a.m. on the day following the date as of which a weighted two-thirds (2/3) vote of the members of the Board of Directors adopt a resolution approving this Agreement.

5.2 This amended Agreement will continue in effect until lawfully terminated as provided herein and in the Bylaws.

## **ARTICLE 6 BYLAWS**

6.1 The Authority will be governed pursuant to the Bylaws, and by such amendments to the Bylaws as may from time to time be adopted. Each party to this Agreement agrees to comply with and be bound by the provisions of the Bylaws and further agrees that the Authority will be operated pursuant to this Agreement and the Bylaws.

6.2 The Bylaws may be amended by a weighted two-thirds (2/3) vote of the authorized number of Directors of the Board of Directors. Such amendments will bind all members of the Authority. The effective date of any amendment will be immediately upon its enactment, unless otherwise stated in the measure enacting it.

## **ARTICLE 7 MEMBERSHIP**

7.1 Any public educational agency desiring to become a party to this Agreement must be eligible for membership in the Authority, as specified in the Bylaws.

7.2 Each party which becomes a Member of the Authority will be entitled to the rights and privileges and subject to the obligations of membership, as provided in this Agreement, the Bylaws, and by statute.

7.3 Each party to this Agreement will be referred to as a "Member" of the Authority.

7.4 A Member may terminate its membership or be involuntarily terminated from membership as set forth in the Bylaws and /or in any other of BSSP's governing documents in effect at the time of such withdrawal or involuntary termination. A Member's voluntary withdrawal or involuntary termination shall not be construed as a completion of the purpose of this Agreement, and shall not require the return, to any party, of any part of any contribution(s), payment(s), or advance(s) made by any party.

7.5 A Member's voluntary withdrawal or involuntary termination shall not affect the Member's obligations to pay its appropriate share of any assessment for additional contributions of funds to BSSP or to any BSSP Program.

## **ARTICLE 8      TERMINATION OF AGREEMENT**

8.1 Should all parties to this Agreement withdraw as Members of the Authority or be involuntarily terminated from the Authority, or should the Board of Directors by a weighted seventy-five percent (75%) vote determine that the purpose of this Agreement has been completed and/or that it is economically not feasible for the Authority to continue, this Agreement will terminate and the Authority will dissolve; except that the Authority will continue to exist for the purpose of disposing of all claims, distributing its assets, and performing all other functions necessary to windup its affairs, all as more particularly set forth in the Bylaws.

## **ARTICLE 9      DISPOSITION OF PROPERTY AND FUNDS**

9.1 In the event of the termination of this Agreement and the dissolution of the Authority, any assets that remain in the Authority following a discharge of all of the Authority's obligations will be disposed of as provided in the Bylaws.

9.2 "Obligations", as referred to herein, will include, but not be limited to, all payments required by law, together with all reserves established for the purpose of paying liability claims and related claim costs, together with any other legal obligations incurred by the Authority pursuant to this Agreement.

9.3 In the event a Member withdraws from the Authority or has its membership in the Authority involuntarily terminated that Member's interest in the assets of the Authority will be determined as set forth in the Bylaws.

## **ARTICLE 10     SURPLUS FUNDS**

10.1 The Authority will have the power to cause such surplus funds as are not necessary for the immediate operation of the Authority to be invested in compliance with Section 6509.5 of the California Government Code, as hereinafter amended, and Sections 17566 and 81602 of the California Education Code, as hereinafter amended, in such investments as are permitted by law.

10.2 The level of cash to be retained for the actual operation of the Authority will be determined by the Board of Directors.

10.3 Should the Authority complete its purposes as set forth herein, any available surplus funds will be returned to the Members in proportion to the Members' individual contributions to the Authority in the manner prescribed by the Bylaws.

#### **ARTICLE 11 AMENDMENT**

11.1 This Agreement and all subsequent amended versions of this Agreement may be amended by written agreement signed by a weighted two-thirds (2/3) vote of the authorized number of Directors of the Board of Directors. Such amendments will be binding upon all Members of the Authority on the date set forth therein, and failure of a Member to abide by any amendment may result in involuntary termination as provided in the Bylaws.

#### **ARTICLE 12 SEVERABILITY**

12.1 If any portion, term, condition or provision of this Agreement is decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions will not be affected thereby.

#### **ARTICLE 13 LIABILITY AND INDEMNIFICATION**

13.1 Except as otherwise provided in this Article, the debts, liabilities and obligations of the Authority are those of the Authority and do not constitute the debts, liabilities, or obligations of any Member.

13.2 Pursuant to the provisions of Section 895 *et seq.*, of the California Government Code, the members of the Authority are jointly and severally liable for any liability which is otherwise imposed by law upon any one of the Members or upon the Authority for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. However, as between the Members themselves, if a Member of the Authority is held liable for any such liability and pays in excess of its *pro rata* share in satisfaction of any such liability, such Member is entitled to contribution from the other Members of the Authority. A Member's *pro rata* share will be based on that Member's premium contributions paid for the fiscal year in which the liability arose compared with the total premium contributions paid by all the Members in such fiscal year. No Member may be compelled to make contribution beyond its own *pro rata* share of the entire liability.

13.3 The tort liability of the Authority, all members of the Board of Directors and its Executive Committee, and all officers and employees of the Authority, will be controlled by the provisions of Division 3.6 of Title I of the California Government Code (Government Code section 810, *et seq.*), as amended from time to time.

13.4 This Agreement creates a risk pooling arrangement for each Program of coverage and services operated and maintained by the Authority. Accordingly, as to each such Program, each member participating in that Program agrees to be liable for its *pro rata* share of all claims, debts and liabilities of that Program arising or incurred while it is a participant in that Program. The Members of the Program agree to indemnify and hold harmless any Member of the Program for any liability, cost or expense that may be imposed upon a Member of that Program in excess

of the *pro rata* liability of that Member. If a Program or the Authority is liable for any claim, debt or liability in excess of the reserves held by the Authority, the Members participating in that Program may be assessed an additional contribution to cover such excess liability. A Member's *pro rata* contribution for such excess liability will be based on that Member's premium contributions paid for the fiscal year in which the liability arose or was incurred, compared with the total premium contributions paid by all the Members participating in the Program in the relevant fiscal year.

13.5 The Authority may insure itself against loss, liability and claims arising out of or connected with this Agreement to the extent deemed necessary by the Board of Directors.

#### **ARTICLE 14 ENFORCEMENT**

14.1 The Authority is given the power to enforce this Agreement, the Bylaws, and any policies, procedures, or other measures duly adopted by the Authority.

#### **ARTICLE 15 FILING WITH THE SECRETARY OF STATE**

15.1 A Notice satisfying the requirements of Section 6503.5 of the California Government Code will be filed with the office of the Secretary of State no later than thirty (30) days following the date this Amendment becomes effective.

#### **ARTICLE 16 EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

16.1 It shall be BSSP's policy to provide equal employment opportunities without regard to race, color, religion, sex (including pregnancy and gender identity), national origin, age, disability, marital status, veteran status, sexual orientation, genetic information or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training and professional development, the use of all facilities, and participation in all company-sponsored employee activities. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity or age limitations will be adhered to by BSSP where appropriate.

*See next page for Article 17.*

**ARTICLE 17 EXECUTION OF COUNTERPARTS.**

17.1 This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS JOINT POWERS AGREEMENT FOR THE OPERATION OF A COMMON RISK MANAGEMENT AND LIABILITY PROTECTION PROGRAM BY THEIR AUTHORIZED DELEGATES.


Dated: \_\_\_\_\_

Public Educational Agency (District)

\_\_\_\_\_  
President of its Governing Board

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

**August 9, 2023**

<b>Subject:</b> Approval of International Travel for Faculty Member	<b>Item No:</b> 23-8479 <b>Enclosure:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Category:</b> Instruction	<b>Action Regular</b> <input checked="" type="checkbox"/> <input type="checkbox"/> <b>Information Consent</b> <input type="checkbox"/> <input checked="" type="checkbox"/>
<b>Submitted By:</b> Erik Shearer, Vice President	<b>Approved By:</b> <div style="text-align: right; margin-right: 50px;"></div> <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> <div style="text-align: right; margin-right: 50px;">Virginia L. Guleff Superintendent/President</div>

**Background**

Roxanne Winslow, Associate Faculty had an opportunity to travel to Vancouver, BC Canada, from June 23, 2023 to July 1, 2023 to attend a Music Theory Pedagogy Conference at the University of British Columbia. Funding was provided by Professional Development.

**Status**


The purpose of the workshop was to learn about teaching music theory from six leading authors, scholars and pedagogues, all of whom are authors of influential books, important contributors to various scholarly subfields in music theory, and experienced classroom teachers. Sessions focused on the teaching of undergraduate music theory at the college level. The workshops covered the following topics: rudiments, sight singing, ear training, harmony, counterpoint, meter and rhythm, form, analysis, improvisation, keyboard-based theory instruction, popular music, technology, assessment and evaluation, cognition and perception, and research on teaching and learning.

**Recommendation**

It is recommended the Board approve the international travel to Vancouver, Canada, for Roxanne Winslow's attendance at the Music Theory workshop.

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

**August 9, 2023**

<b>Subject:</b> Approval and/or Ratification of Personnel Actions	<b>Item No:</b> 23-8480 <b>Enclosure:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Category:</b> Human Resources	<b>Action Regular</b> <input checked="" type="checkbox"/> <input type="checkbox"/> <b>Information Consent</b> <input type="checkbox"/> <input checked="" type="checkbox"/>
<b>Submitted By:</b> Andrew Suleski Assistant Superintendent/ Vice President	<b>Approved By:</b>  _____ Virginia L. Guleff Superintendent/President

**Recommendation**

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

**Management\***

1. Employment of Retention Specialist (Homeless & Housing Insecurity Pilot Project) – Daniel Celis  
Full-time, 40 hours per week, 12 months per year  
Salary: MSC-4  
Effective: July 3, 2023
  
2. Employment of Benefits Analyst (HR) – Corinne Carter  
Full-time, 40 hours per week, 12 months per year  
Salary: MSC-10  
Effective: August 1, 2023
  
3. Employment of Interim Director, Special Programs – Teresa Ward  
Full-time, 40 hours per week, 12 months per year  
Salary: MSC - 19  
Effective: July 3, 2023 – June 30, 2024
  
4. Lateral Transfer of Position – Sarah Woolsey  
From: Supervisor, Student Services (Counseling) (MSC 9)  
To: Supervisor, Student Services (Support Center) (MSC 9)  
Effective: July 1, 2023
  
5. Permanent Increase from 11 months to 12 months Director, Child Development Center (CDC) – Julie Vadereyck  
Effective: July 1, 2023

6. Employee working Out-of-Class, Dean of Students (SS) – Bobby Withrow-Clark  
Effective: 7/1/23 – 6/30/24
7. Employee working Out-of-Class, Director, Statewide Programs for Student Success Suite (CCCTC) – Jane Linder  
Effective: 7/1/23 – 6/30/24
8. Employee working Out-of-Class, Director, Career Services (SS) – Brian Donnelly  
Effective: 7/1/23 – 6/30/24
9. Employee working Out-of-Class, Supervisor, Student Services (Enrollment Services) – Malcom Dixon  
Effective: 7/1/23 – 6/30/24
10. Employee working Out-of-Class, Program Coordinator, Marketing – Natalie Windt  
Effective: 7/1/23 – 6/30/24
11. Employee working Out-of-Class, Program Coordinator Domestic Recruitment Outreach & Orientation (SS) – Christmas Aumua  
Effective: 7/1/23 – 6/30/24
12. Employee working Out-of-Class, Supervisor, Retention Specialist – Multicultural Program and Services (SS) – Francisco Medrano  
Effective: 7/1/23 – 6/30/24

### **Academic\***

13. Employment of Full-Time, Tenure Track, Emergency Medical Services Instructor (Family & Community Services) – Robin Sinclear  
Status: Probationary  
Salary: Placement on the Academic Salary Schedule as determined by education and experience  
Effective: August 1, 2023
14. Employment of Full-Time, Tenure Track, Administration of Justice Instructor (Admin of Justice & Fire Technology) – Devin Flesher  
Status: Probationary  
Salary: Placement on the Academic Salary Schedule as determined by education and experience  
Effective: August 1, 2023
15. Employment of Full-Time, Temporary, Non-Tenure Track, Articulation Office (OI) – Jessica Jackson  
Salary: Placement on the Academic Salary Schedule as determined by education and experience  
Effective: August 1, 2023 – June 30, 2024
16. Employment of Full-Time, Temporary, Non-Tenure Track, Nursing Instructor (Nursing) – Kristin Sinha  
Salary: Placement on the Academic Salary Schedule as determined by education and experience  
Effective: August 1, 2023 – May 17, 2024
17. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Long Valley Charter School) – Jerrod Morgan  
Effective: July 1, 2023 - June 30, 2024

18. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Biggs Unified School District) – Steph Boyes, Adam Sharrock  
Effective: July 1, 2023 - June 30, 2024
19. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Chico Unified School District) – Jonathon Andrew, Michael Peck, Tammera Taylor  
Effective: July 1, 2023 - June 30, 2024
20. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Durham Unified School District) – Makenna Luce  
Effective: July 1, 2023 - June 30, 2024
21. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Gridley Unified School District) – Robert Schofield, Madelyn Vaca  
Effective: July 1, 2023 - June 30, 2024
22. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Inspire School of Arts and Science) – James White  
Effective: July 1, 2023 - June 30, 2024
23. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Orland Unified School District) – Brendan Close, Jerrod Lloyd  
Effective: July 1, 2023 - June 30, 2024
24. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Oroville Union High School District) – Marco Paim  
Effective: July 1, 2023 - June 30, 2024
25. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Paradise Unified School District) – Janel Murphy  
Effective: July 1, 2023 - June 30, 2024
26. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Willows Unified School District) – Victoria Prickett  
Effective: July 1, 2023 - June 30, 2024
27. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – CORE Butte Charter School) – Julie Emmons  
Effective: July 17, 2023 - June 30, 2024

28. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Willows Unified School District) – Dawna Keolanui  
Effective: July 17, 2023 - June 30, 2024
29. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Gridley Unified School District) – Meaghan Alvarez  
Effective: July 19, 2023 - June 30, 2024
30. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Orland Unified School District) – Austin Weatherby  
Effective: July 23, 2023 - June 30, 2024
31. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Chico Unified School District) – Melanie Castillo  
Effective: July 23, 2023 - June 30, 2024
32. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Career and College Access Pathways Instructor Agreement – Oroville Union High School District) – Laura Lafayette  
Effective: July 23, 2023 - June 30, 2024
33. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Instructional Service Agreement – Manis’l) – Paula Warren-Chamberlin  
Effective: July 1, 2023 – June 30, 2024
34. Employment of At-Will and Uncompensated Temporary Academic Employee (Employed through Instructional Service Agreement – CA Department of Parks and Recreation) – Lindsey Phillips  
Effective: July 1, 2023 – September 30, 2025
35. Employment of Temporary Academic Employees (Instructors and Student Development) Part-time faculty recommended for employment effective Summer Session 2023 – Justin Chamness, Christian Davila, Rick Feingold, Santy Gray, James Saso, Joel Schmid, Errin Spencer, Mark Tange, and Guadalupe Villela

**Classified Employees\***

36. Employment of Career Specialist – Janine Gomez, Suzanne Sierra  
Full-time, 40 hours per week, 12 months per year  
Salary: CSEA - 25  
Effective: July 3, 2023
37. Employment of Special Programs Clerk (EOPS) – Edith Vargas  
Full-time, 40 hours per week, 12 months per year  
Salary: CSEA - 18  
Effective: August 1, 2023

38. Employment of Administrative Secretary to the Dean (Instruction) – Constance Dickens  
Full-time, 40 hours per week, 12 months per year  
Salary: CSEA - 27  
Effective: August 1, 2023
39. Employment of Special Programs Clerk (DSPS) – Ulysess Garcia-Rueda  
Full-time, 40 hours per week, 12 months per year  
Salary: CSEA - 18  
Effective: August 7, 2023
40. Employment of Instructional Aide-Reading and Writing – Neesa Sonoquie  
Part-time, 20 hours per week, 9 months per year  
Salary: CSEA - 17  
Effective: August 14, 2023
41. Employment of Administrative Secretary to the Dean (Student Success) – Jana Ahearn-McQueen  
Full-time, 40 hours per week, 12 months per year  
Salary: CSEA - 27  
Effective: September 1, 2023
42. Permanent Increase from 20 hours per week to 40 hours per week, 11 months to 12 months, Student Services Assistant (Glenn Center) – Claudia Godinez  
Effective: July 1, 2023
43. Temporary Increase from 11 months to 12 months, Student Activities Specialist (Student Life-Student Services) – Karla Guzman-Mohedano  
Effective: July 1, 2023
44. Employee working Out-of-Class, Administrative Secretary to the Dean (HKA) – Kathy Todd  
Effective: 7/1/23 – 6/30/24
45. Employee working Out-of-Class, Administrative Secretary to the Dean (STEM) – Constance Dickens  
Effective: 7/1/23 – 7/31/23
46. Employee working Out-of-Class, Orientation and Events Assistant (SS - Orientation) – Martha Ventura-Plasencia  
Effective: 7/1/23 – 6/30/24
47. Employee working Out-of-Class, Administrative Secretary II (FKCE) – Kristin Curry  
Effective: 7/1/23 – 6/30/24
48. Employee working Out-of-Class, Technical Computing Specialist, II (ITSS) – Eric Schell, Todd Zwald  
Effective: 6/14/23 – 6/30/23 – 20 hours per week
49. Employee working Out-of-Class, Technical Computing Specialist, II (ITSS) – Eric Schell, Todd Zwald  
Effective: 7/1/23 – 7/27/23 – 20 hours per week

### **Temporary Employees\***

#### **50. Substitutes**

Lab Tech-Welding & Advanced Manufacturing (Industrial Technology Programs) – Chris Lenny  
Salary: \$29.00 per hour 6/26/23 – 6/30/23

Lab Tech-Welding & Advanced Manufacturing (Industrial Technology Programs) – Chris Lenny

Salary: \$31.25 per hour 7/1/23 – 6/30/24

Student Services Assistant (CHC) – Shontia Thomas

Salary: \$23.25 per hour 7/1/23 – 12/15/23

Administrative Secretary II (Counseling & Advising) – Claire Yang

Salary: \$25.00 per hour 7/1/23 – 6/30/24

Maintenance II (FPM) – Mark Werblow

Salary: \$25.00 per hour 7/1/23 – 6/30/24

Administrative Secretary III (Industrial Technology Programs) – Nancy Yates

Salary: \$27.00 per hour 7/1/23 – 6/30/24

Library Technician (Library) – Marie LoPresti

Salary: \$27.00 per hour 8/1/23 – 6/30/24

Children's Program Specialist Assistant (CDC) – Stella Brodie, Laurie Dobbs

Salary: \$21.00 per hour 8/21/23 – 5/31/24

#### 51. **Short Term/Seasonal**

Project Communication Planner - Grants/TRIO/CASA (SS) – Allan Bee

Salary: \$59.50 per hour 7/1/23 – 6/30/24

Administrative Secretary II (Instruction – Cosmo) – Debra Baker

Salary: \$25.00 per hour 7/24/23 – 6/30/24

Bus Operator (FPM) – Connie Smart

Salary: \$27.25 per hour 6/1/23 – 6/30/23

Bus Operator (FPM) – Christopher Schoof

Salary: \$28.50 per hour 7/1/23 – 7/31/23

Student Services Assistant (CHC) – Anthony Prasad

Salary: \$23.25 per hour 7/1/23 – 12/20/23

Chief Technology Officer (IT) – Fred Sherman

Salary: \$87.25 per hour 7/1/23 – 6/30/24

Transportation Mechanic II (FPM) – Christopher Schoof

Salary: \$29.00 per hour 7/1/23 – 7/31/23

#### 52. **Professional Expert**

Foster Kinship (FKCE) – Dallas Thomas

Salary: \$50.00 per hour 7/1/23 – 6/30/24

Trainer (FKCE) – Joyce Gonzales, Lisa Jackson

Salary: \$55.00 per hour 7/1/23 – 6/30/24

Trainer (FKCE) – Meka Klungtvat-Morano

Salary: \$65.00 per hour 7/1/23 – 6/30/24

Crime Scene Actors – Edward Garcia, Josiah Lawrence, Carson Smith, Austin Wilson, Macie Dentone, Joangy Gonzalez, Ian Lerch, Shelly Lerch, Ana Orozco-Velazquez, Alexandra Smith, Riley Smith, Cody Jellison, Chase Lefkowitz

Salary: \$15.50 per hour 7/1/23 – 6/30/24

Nursing – Darla Casteneda, Jean Hicks

Salary: \$45.00 per hour 7/1/23 – 6/30/24

Nursing – Devin Guiliano

Salary: \$45.00 per hour 8/1/23 – 6/30/24

#### 53. **Volunteer**

Volunteer (Athletics) – Kevin York, Larry Smith, Tim Milhorn, Jacob Vazquez, Kenneth Flores, Kelvin Jeffrey, Quinton Gago, Anne Ward, David O'Hair, Mackenzie McKeehan, David O'Hair, Joshua Correa

**54. Retirements/Resignations**

Resignation, Media Production Specialist III – Quinn Winchell

Effective: July 25, 2023

Resignation, Laboratory Technician (Welding and Advanced Manufacturing) – Ryan Balk

Effective: July 7, 2023

Retirement, Executive Director, Foundation – Lisa Delaby

Effective: January 1, 2024


Resignation, Athletic Trainer – Mario Vela

Effective: June 16, 2023

\*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.

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

**August 9, 2023**

<b>Subject:</b> Approval of Contracts	<b>Item No:</b> 23-8481 <b>Enclosure:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Category:</b> Contracts	<b>Action Regular</b> <input checked="" type="checkbox"/> <b>Information Consent</b> <input type="checkbox"/>
<b>Submitted By:</b> Andrew Suleski Assistant Superintendent/ Vice President	<b>Approved By:</b>  <hr/> Virginia L. Guleff 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 Assistant Superintendent/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 process and approval by the Board.

**Status**

The relevant amount specified in Public Contract Code Section 20651 as adjusted annually is currently \$109,300.00 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 successful completion of negotiation of terms with the contractor(s).


**Butte-Glenn Community College District**

**CONTRACTS APPROVAL REPORT**

<b>Contract Effective Date</b>	<b>Contract Expiration Date</b>	<b>Contractor</b>	<b>Contract Purpose</b>	<b>Contract Value Revenue/(Expense)</b>	<b>Funding Source</b>	<b>Originated by: District Department</b>	<b>Approved by: District Administrator</b>
7/1/23	6/30/24	Shirah Builders	Project Consultation for Capital and Bond Projects	(\$265,000.00)	Various	Facilities, Planning, and Management	Suleski
7/1/23	9/30/24	Butte County Office of Education	Strong Workforce Program K12 Pathway Coordinator	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	9/30/24	Humboldt County Office of Education	Strong Workforce Program K12 Pathway Coordinator	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	9/30/24	Long Valley Charter	Strong Workforce Program K12 Pathway Coordinator	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	9/30/24	Mendocino County Office of Education	Strong Workforce Program K12 Pathway Coordinator	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	9/30/24	Placer Union High School District	Strong Workforce Program K12 Pathway Coordinator	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	9/30/24	Plumas Charter School	Strong Workforce Program K12 Pathway Coordinator	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/22	9/30/23	Sacramento County Office of Education	Strong Workforce Program K12 Pathway Coordinator 2	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	9/30/24	Sacramento County Office of Education	Strong Workforce Program K12 Pathway Coordinator 1	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	9/30/24	Sacramento County Office of Education	Strong Workforce Program K12 Pathway Coordinator 2	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	9/30/24	Shasta County Office of Education	Strong Workforce Program K12 Pathway Coordinator	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	9/30/24	Siskiyou County Office of Education	Strong Workforce Program K12 Pathway Coordinator	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	9/30/24	Yolo County Office of Education	Strong Workforce Program K12 Pathway Coordinator	(\$130,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	9/30/24	Feather River College	Strong Workforce Program K14 Technical Assistance Provider	(\$225,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	6/30/24	Los Rios Community College District	Strong Workforce Program Allocation Projects In Common Centers of Excellence	(\$164,644.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	6/30/24	Los Rios Community College District	Strong Workforce Program Allocation Projects In Common Marketing	(\$160,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	6/30/24	Shasta-Tehama-Trinity Joint Community College District	Strong Workforce Program Allocation Projects In Common Centers of Excellence	(\$250,000.00)	Restricted General	Strong Workforce Program	Shearer
7/1/23	6/30/24	Foundation for California Community Colleges	Public Relations and Marketing Services <i>Pursuant to CCCCCO Grants Work Plans &amp; Budgets</i>	(\$150,000.00)	Restricted General	CCC Technology Center	Suleski
7/21/23	7/21/25	California Employment Training Panel	Employer Workforce Training Funds	\$749,937.00	Restricted General	Contract Education	Shearer
			<b>TOTAL REVENUE CONTRACTS</b>	<b>\$749,937.00</b>			
			<b>TOTAL EXPENSE CONTRACTS</b>	<b>(\$2,774,644.00)</b>			

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

**August 9, 2023**

<b>Subject:</b> Approval of Contract to Purchase Web Accessibility Services from Pope Tech LLC as a Sole Source Procurement	<b>Item No:</b> 23-8482 <b>Enclosure:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Category:</b> Contracts	<b>Action Regular</b> <input checked="" type="checkbox"/> <b>Information Consent</b> <input type="checkbox"/>
<b>Submitted By:</b> Andrew Suleski Assistant Superintendent/ Vice President	<b>Approved By:</b>  <hr/> Virginia L. Guleff Superintendent/President

**Background**

The District’s California Community Colleges Technology Center (CCCTC) Department requires a web accessibility solution to provide web accessibility testing and reporting for courses for California community colleges and districts.

Funding will be allocated from the Systemwide Infrastructure grant.

California Education Code Section 81645 requires the District to advertise publicly for bids or proposals for the purchase of electronic data processing systems and equipment, electronic telecommunication equipment, supporting software, and related materials, goods and services involving an expenditure that exceeds the state-mandated bid limit. However, California case law provides that where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage, the statute requiring competitive bidding does not apply; and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding.

Based on CCCTC staff recommendation the District entered into a contract for services with Pope Tech LLC on May 22, 2023, for Pope Tech Web Accessibility Scanning and Accessibility Guide licenses, in the amount not to exceed \$71,400.

**Status**

District staff recommends entering into a contract with Pope Tech LLC to purchase the required web accessibility services recently outlined by the Chancellor’s Office in the grant statement of work and budget to provide such services to California community colleges and districts at no cost.

CCCTC staff has conducted a due diligence search and determined that a sole source procurement of web accessibility services from Pope Tech LLC is necessary because: 1) Pope Tech’s web accessibility solution includes two accessibility tools: Accessibility Guide and Accessibility Dashboards to help create more accessible courses and provide a class, set of classes, or instance wide view of the accessibility errors that need to be remediated across all Canvas courses; 2) No information is stored outside of Canvas allowing courses to retain their accessibility when copied or moved; and 3) Provides built-in

accessibility documentation, inline guidance, suggestions, and explains why allowing for accessibility training occurs in an informal setting.

Based on the above factors, District staff has determined that competitive bidding would not produce any advantage to the District and that it is in the best interest of the District to authorize a contract with Pope Tech LLC for web accessibility services in the amount not to exceed \$345,000, on a sole source basis without going through a competitive bidding process.

**Recommendation**


It is recommended that the Board of Trustees find that it is in the District’s best interest to authorize the letting of a sole source contract to Pope Tech LLC and authorize the District to enter into a contract with Pope Tech LLC to purchase web accessibility services for the California Community Colleges on a sole source basis without going through a competitive bidding process in the amount not to exceed \$345,000 for the term July 1, 2023 – June 30, 2024.

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

It is further recommended that the Board of Trustees authorize the District to execute appropriate contract documents to purchase the required web accessibility services from Pope Tech LLC 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**

**August 9, 2023**

<b>Subject:</b> Approval of Contract Amendment #1 to Experis US LLC for Information Technology Professional Services Utilizing California Multiple Award Schedule Number 3-22-10-1028	<b>Item No:</b> 23-8483 <b>Enclosure:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Category:</b> Contracts	<b>Action Regular</b> <input checked="" type="checkbox"/> <b>Information Consent</b> <input type="checkbox"/>
<b>Submitted By:</b> Andrew Suleski Assistant Superintendent/ Vice President	<b>Approved By:</b>  <hr/> Virginia L. Guleff Superintendent/President

**Background**

The District’s California Community Colleges Technology Center Department requires information technology professional services to provide specialized technical and engineering expertise for a variety of projects. Funding will be allocated from the Student Enrollment, Data Management, Shared Infrastructure grants and Integrated Technology program apportionment.

Public Contract Code Sections 10298 and 10299 provide that the Director of the Department of General Services may establish contracts, master agreements, multiple award schedules, cooperative agreements, including agreements with entities outside the state, and other types of agreements that leverage the state’s buying power for the acquisition of goods, information technology goods and services, and services; and state and local agencies may contract with suppliers awarded those contracts without further competitive bidding.

The California Department of General Services, Procurement Division establishes multiple award agreements. California Multiple Award Schedules (CMAS) offers a wide variety of commodity, non-IT services, and information technology products and services at prices which have been assessed to be fair, reasonable and competitive. The CMAS Program creates a pool of suppliers that an agency can solicit offers from. The use of CMAS is optional and is available to state and local government agencies.

On May 17, 2023, the Board approved a contract for information technology professional services to Experis US LLC and on June 25, 2023, the District entered into a contract with Experis for the amount not to exceed of \$1,350,000.

**Status**

District staff recommends Amendment #1 to increase the original services agreement with Experis US LLC to purchase the required information technology services recently outlined by the Chancellor’s Office in the grants’ statements of work and budgets. The total contract sum shall be increased \$5,980,297.50 for a new amount not to exceed \$7,330,297.50.

District staff recommends use of the awarded CMAS Number 3-22-10-1028, as a source to purchase the required information technology professional services from Experis US, Inc., as needed during the term July 1, 2023 through June 30, 2024. District staff has reviewed available leveraged purchasing agreements and other formal purchasing options and found that this CMAS contract best meets the needs of the District.

**Recommendation**


It is recommended that the Board of Trustees approve Amendment #1 to the contract with Experis US LLC for the required information technology professional services utilizing CMAS Number 3-22-10-1028, per the terms of the CMAS contract, for the term of July 1, 2023 through June 30, 2024, in the amount not to exceed \$5,980,297.50.

Board approval is contingent upon available funding and 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 information technology goods and services from Experis US LLC 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**

**August 9, 2023**

<b>Subject:</b> Adoption of Resolution No. 817: For the Reduction of Classified Employee Services	<b>Item No:</b> 23-8484 <b>Enclosure:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Category:</b> Human Resources	<b>Action Regular</b> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <b>Information Consent</b> <input type="checkbox"/> <input type="checkbox"/>
<b>Submitted By:</b> Andrew Suleski Assistant Superintendent/ Vice President	<b>Approved By:</b>  <hr style="width: 80%; margin-left: 0;"/> Virginia L. Guleff Superintendent/President

**Background**

Education Code Sections 88014, 88017, 88117 and 88127 authorize a district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice. The District has been notified that grant funding for the California Community Colleges Technology Center (CCCTC) has been reduced and specific work is no longer required. The District is required to serve notice not less than 60 days to classified employees who may be affected by layoff.

**Status**

- 1.0 FTE System Administrator will be eliminated effective October 9, 2023

**Recommendation**

It is recommended that the Board adopt Resolution No. 817 authorizing the Superintendent/President, or designee, to affect the layoff notice required by law and to inform the employee of their displacement rights, if any, and their rehire rights.

**BUTTE-GLENN COMMUNITY COLLEGE DISTRICT  
Meeting of the Board of Trustees**

**August 9, 2023**

**RESOLUTION NO. 817**

**RESOLUTION FOR THE REDUCTION OF CLASSIFIED SCHOOL  
SERVICES FOR THE 2023-2024 SCHOOL YEAR**

**WHEREAS**, Education Code sections 88014, 88017, 88117 and 88127 authorize the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

**WHEREAS**, due to a lack of work and/or a lack of funds, certain services now being provided by the district must be reduced for the upcoming school year;

**NOW, THEREFORE, BE IT RESOLVED** that as of the 9<sup>th</sup> day of October 2023, the following position(s) be eliminated:

Systems Administrator            12 months, 40 hours/1.0 FTE

**BE IT FURTHER RESOLVED** that the District Superintendent/President or designee is authorized and directed to give notice of termination of employment to the affected employee(s) of this District pursuant to District rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

**BE IT FURTHER RESOLVED** that the District Superintendent/President or designee is authorized and directed to take any other actions necessary to carry out this resolution.

The foregoing Resolution was adopted at a regularly called meeting of the Board of Trustees of the Butte-Glenn Community College District on the **9<sup>th</sup> day of August 2023** by the following vote:

AYES:  
NOES:  
ABSENT:

SO ORDERED:

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Rick Krepelka  
President, Board of Trustees


ATTEST:

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Virginia L. Guleff, Secretary  
Board of Trustees

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

**August 9, 2023**

<p><b>Subject:</b> Initial Proposals from the Butte College Education Association to the Butte-Glenn Community College District and the District to BCEA for the Collective Bargaining Agreement 2024-27</p>	<p><b>Item No:</b> 23-8485  <b>Enclosure:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p><b>Category:</b> Labor Relations</p>	<p><b>Action Regular</b> <input checked="" type="checkbox"/> <b>Information Consent</b> <input checked="" type="checkbox"/></p>
<p><b>Submitted By:</b> Andrew Suleski Assistant Superintendent/ Vice President</p>	<p><b>Approved By:</b>  _____ Virginia L. Guleff Superintendent/President</p>

**Background**

The Collective Bargaining Agreements between the Butte-Glenn Community College District (District) and the Butte College Education Association (BCEA) expires on June 30, 2024.

**Status**

Pursuant to Government Code §3547(a), the District and BCEA hereby present the initial proposals for a successor collective bargaining agreement. The public will have an opportunity to comment on the proposals during a public hearing to be held during the next regular meeting of the Butte-Glenn Community College Board of Trustees.

## BCEA Sunshine List 24-27 Contract

- Article III - Language and clarification
- Article VI – Student Services Evaluations including all Appendix forms
- 6.4.8 B Negative Student
  - 6.6.10 and 6.8.5 Add time requirement for the second post-observation if IP discussed at post observation
  - Switching to 6-year formal vs 3 year.
  - Out of cycle evaluations. When can they happen? What is after the class evaluation?
  - Peer evaluator component contribution and getting rid of LTPA. List of people you select from.
  - 6.1.7 Add language saying “except by agreement of both faculty and administrator”?
  - Revise Student services faculty evaluations
- Article VII – Chair Selection/Job Description/Compensation/Evaluation
- Lecture/Lab Parity
  - Add meeting/project rate for faculty into contract(Add to salary schedule)
  - 7.17 Overload right of assignment. We want guarantee one overload per semester. Until such time as all classes have been staffed
  - 7.2.2 Counselor Job Description(Seat Time)
  - 7.2.13 EOPS Coordinator: 221 days needs to be changed to 199 days
  - 7.14 & 7.17.4 Max overload is one course per term
  - \*Both sections say the same thing. Why have in two places?
- Article X - 10.8.9 Need clarity
- grievance is sent by certified mail: Need to change
  - 10.4.3 Need timeline for processing grievances based on when grievant “knew or reasonably should have”
- Article XI – Leaves of Absence: Sabbatical back fill to offer more departments(better language and guarantees)
- Academic Freedom 6.2.2 and adding Faculty Rights(Due Process)
  - Clarification and clean up
- Article XII -12.5 District annual Contribution cap to Benefit Plan
- 12.8, Retiree medical plans, we need to add more clarity to "Base Plan".
- Article XIII – Compensation/Longevity
- Clarify Language for 13.14 Doctorate Stipend
  - Clarify Language for 13.11
  - Remove language from 13.5

- Clarify Language for 13.6 Reduced teaching load for non-teaching faculty

Article XXI - LTPA Purpose redefined  
- Change numbering to match rest of contract.

Article XX - Intellectual Property Rights, Update so it better reflects the 21st Century reality of online teaching.

Appendix B, - Salary Schedule adjustment  
- Faculty Overload Salary Schedule  
- Also change language to negotiated salary increase.

Appendix D - Additional Duty Stipends-Adding Job Descriptions

Appendix E - Update Job Descriptions 7.2.2, 7.2.3, 7.2.4, 7.2.5, 7.2.6, 7.2.7, 7.2.8, 7.2.12, 7.2.13

Appendix G5 - SFF digital vs paper

## DISTRICT INITIAL PROPOSAL TO BCEA

### FOR

### JULY 1, 2024 – JUNE 30, 2027 COLLECTIVE BARGAINING AGREEMENT

**Consider Incorporating the following MOUs into the new 2024-2027 CBA agreed to after the close of the 2021-2024 CBA:**

- Revising Full-Time College Instructor Job Description, Appendix E updated FY 22-23;
- Replacing pages 2 and 3 of the G4 Department Chair and/or Coordinator Form with Appendix G4 page 2, February 12, 2023.
- Revising G3L evaluation form. February 13, 2023.
- Adding Articulation Officer to Appendix E, Unit Member Job Description. February 27, 2023.
- Revising Appendix B, Academic Salary Schedule. February 27, 2023.
- Revising article 6.3.1, Areas of Instructional Evaluation. February 27, 2023.
- Revising Appendix D, Additional Duties Compensation, and adding 7.16. February 13, 2023.
- Revising Learning Resource Specialist job description, Appendix E 7.2.5. January 26, 2023.
- Revising section 7.3.1.A.3, Teaching Loads. February 13, 2023.
- Revising section 7.4, Scheduled Office Hours. February 27, 2023.
- Revising Appendix G13, Timeline for Faculty Evaluation. December 22, 2022.
- Revising Articles 13.7-13.19, Additional Duties Compensation. February 27, 2023.
- Removing Appendix E 7.2.1.17, Associated Students and Student Activities Advisor, and Appendix E 7.2.21 Special Education (SPE)/Occupational Life Skills (OLS) Coordinator, December 12, 2022.
- Revising Appendix E 7.2.16 MESA Program Director, December 12, 2022.
- Revising Article 6.6.2, Evaluation of Tenured Instructor (G3L long form) and G3S (short form), December 13, 2022.
- Creating Article 19.1.2, Academic Senate Executive Committee Release Time, December 13, 2022.
- Removing and Revising multiple items and adding Diversity, Equity, Inclusion and Anti-Racism (DEIA) Self Reflection, September 11, 2022.
- Replacing Article 6.7.2 Community Service with DEIA Self-Reflection Statement, Replacing Appendix G12 V, Community Service with DEIA Self-Reflection Statement, September 21, 2022.
- Adding Article 12.1.4, Benefits. September 16, 2022.
- Revising Article 13.13, Professional Development Coordinator. September 12, 2022.
- Revising Appendix E, 7.2.22, Head Athletic Coach. September 14, 2022.
- Revising Appendix E, 7.2.15, Professional Development Coordinator. September 14, 2022.
- Revising Article 6.6.3, Evaluation of Tenured Instructor (G3L long form) and G3S (short form). September 12, 2022.
- Revising Article 6.6.3, Adding Course Tour Guidance. September 12, 2022.
- Revising Article 7.4, Office Hours. September 11, 2022.

**Other proposals include:**

**Article VI Evaluation.**

- 6.8.2. I. Change “Personnel Office” to “Department of Human Resources”.
- 6.11. Revise to add language that this applies to all temporary, full-time faculty.

**Article VII, Workload.**

- 7.2.13. Change EOPS Coordinator from 221 days to 199 days.
- 7.3.1.I. Delete second sentence.
- 7.15.2. Revise to add clarification around scheduling summer hours.
- 7.17. Add language that overload classes may be reviewed as part of the performance evaluation process. Add language that the District maintains right of assignment for overload.
- 7.17.10. Remove “Availability forms will be sent to retirees upon retirement.” And “See revised Notice of Employment.”

**Article X Grievances.**

- 10.4.1. Revise to permit probationary faculty to use grievance procedure to appeal non-renewal of contract.

**Article XI, Leaves of Absence.**

- 11.2.1. Add language that full day absences for non-instructional faculty assigned a non-standard workweek (such as four 9 hour days and one 4 hour day) will be deducted based on the employee’s work schedule. Add language to permit use of sick leave for members of immediate family. Add language to define how sick leave is requested and reported.
- 11.6. Add language to reflect compliance with AB 1949 which defines immediate family member, removes out of state requirements for bereavement leave, and sets a timeframe in which bereavement leave may be used.

**Article XII Benefits.**

- 12.5. Add language that District premium contribution is based on COLA funds received by the District.
- 12.7.1. Add language that non-MediCare retirees are permitted to add dependents after retirement, provided that the dependents are added to a composite plan and there is no cost to the District.

**Article XIII Compensation.**

- 13.2. Remove reference to Coordinator of Center for Academic Success. Add Chair of Center for Academic Success.
- 13.2. Add “for the duration of this contract”.
- 13.2.1. Add language that benchmark salaries will be evaluated using a cost of living index.
- 13.2.D. Add language that salary increases are based on COLA funds received by the District.
- 13.11. Add language to clarify payment is based on the 10 month salary schedule

#### **Article XXI, Leave, Tenure, and Professional Advancement Committee.**

- 21.B. change “files” to “file”. Add language to clarify that LTPA does not review requests for medical leave. Remove language permitting LTPA to review performance evaluation materials and recommendations. Add language to change the nature of reports submitted by LTPA, making the sole focus of report whether the evaluation process was followed for each evaluatee. Remove language that LTPA makes recommendations pertaining to granting of tenure. Remove language that LTPA meetings and decisions shall be public. Remove reference to “Chief Instruction Officer” and add “area Vice President”. Change “Academic Analyst” to “Human Resources Representative”.

#### **Article XXII Discipline.**

- Add Article XXII Regarding Discipline

#### **Appendix B.**

- Remove “Class” and replace with “Column”.
- Add language that successful completion of 24 semester units is required for advancement in the overload salary schedule.
- Change “Chief Instruction Officer” to “applicable Vice President”.

#### **Appendix D.**

- Add Health Occupation Directors (Nursing, EMT, Respiratory Therapy).

#### **Appendix E.**

- Add language that the Chair of Center for Academic Success will be paid at the Department Chair IV level.
- Review/update/add/remove job descriptions.
- 7.2.16. Remove reference to Ed Code 87840.
- 7.2.15. Add language to reflect this position, Professional Development Coordinator, is 199 days.

#### **Appendix G:**


- Add space on the evaluation form to include Academic Year.
- Create timeline for Student Development faculty evaluations.

#### **Appendix G6:**

- Add a signature line to the Faculty Member Improvement Plan.

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

**August 9, 2023**

<p><b>Subject:</b> Initial Proposals from the Butte College Part-Time Faculty Association/ Communication Workers of America to the Butte-Glenn Community College District and the District to PFA/CWA for the Collective Bargaining Agreement 2024-27</p>	<p><b>Item No:</b> 23-8486  <b>Enclosure:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p><b>Category:</b> Labor Relations</p>	<p><b>Action</b> <input type="checkbox"/>  <b>Regular</b> <input checked="" type="checkbox"/>      <b>Information</b> <input checked="" type="checkbox"/>  <b>Consent</b> <input type="checkbox"/></p>
<p><b>Submitted By:</b> Andrew Suleski Assistant Superintendent/ Vice President</p>	<p><b>Approved By:</b>  _____ Virginia L. Guleff Superintendent/President</p>

**Background**

The Collective Bargaining Agreements between the Butte-Glenn Community College District (District) and the Butte College Part-Time Faculty Association/Communication Workers of America (PFA/CWA) expires on June 30, 2024.

**Status**

Pursuant to Government Code §3547(a), the District and PFA/CWA hereby present the initial proposals for a successor collective bargaining agreement. The public will have an opportunity to comment on the proposals during a public hearing to be held during the next regular meeting of the Butte-Glenn Community College Board of Trustees.

## PFA'S PROPOSED SUNSHINE LIST FOR July 1, 2024 to June 30, 2027

Article III, section 3.12.3 Change \$2,500 per semester to \$5,000. 00

Article VI:

clarify language 6.4.1

Clean up 6.6.2

6.7.1- add a reference to Appendix H2

6.8. fix the number; then on 6.8.3- "The evaluator selected by the Associate Faculty does not have to come from the same department as the Associate." This should be added to the language.

6.9, 2 add ZOOM as alternative to F2F conference

6.10 make sure to include all pre-conferences are paid—eliminate non-paid—**fold in the MOU**

Article IX:

9.5.1 both parties must be aware that an alleged grievance is being discussed. Chair/Director will acknowledge via email or text date/time that initial grievance discussed. Email/text will be used to establish timelines should the case move forward.

Article XI

11.3.3 the following link for the Institutional Effectiveness Handbook does not work: <https://www.butte.edu/community/about/pba/documents/governance/Institutional%20Effectiveness%20Manual.pdf>

No such resource can be found. Please create it

11.4 clarify language

Article XIX:

public service center faculty class assignment: (policy, fire, fish and game, etc.) change language to include assignments fulfill maximum load assignments to those with the most seniority.

Article XVII:

Eliminate all language that refers to or references "fair share service fees"

Article XVIII

18.2 Clarify language so that all parties understand that preference does not equate an unwillingness to teach should a "preference time/day/location" is unavailable. Language should ask when an associate is unavailable rather than ask preferences.

Section 18.1.1 - "Seniority lists for counselors (including but not limited to EOPS and athletics), associate faculty, and non-teaching faculty should be provided to the PFA/CWA Association"

Section 18.1.2h—seniority lists will be retained in the appropriate area office **(add) as well as on the HR website-**

Section 18.1.3c—change "may" to "will"

Section 18.1.3d-- change "may" to "will"

18.1.3c--In the event two identical classes are merged in order to make minimum cap, the instructor with the most seniority may be assigned the class.

18.1.3d--In the event two classes within like disciplines should merge (art, languages, science, etc.) seniority may be one of the criteria used by chairs in determining course assignment.

Section 18.1.7 An associate faculty member may retire and retain their seniority if they submit a letter to the District indicating they are retiring with the intent to continue to teach; **(add) this is predicated upon the need for an associate faculty in the department.**

Section 18.1.9 New associate faculty hires are considered “probationary” until the unit member receives a positive evaluation and is recommended for reemployment. Seniority rights are not in effect until such time. The District will make every effort to 2021-24 PFA/CWA CBA BACK TO TOP Page 45 conduct formal evaluations of associate faculty during the first semester of employment. If a formal evaluation is not completed by the end of the second semester of a unit member’s employment, that member’s seniority rights will begin after his/her second semester as determined by the formal evaluation procedures outlined in Article VI, Section 6.6.2. **(add)Should any associate faculty member not be evaluated by the first or second semester of teaching, that associate shall be deemed to have achieved an acceptable evaluation and shall not be denied seniority rights.** If the unit member’s performance is deemed ...etc.

18.3.4 add language:

**Once the District’s schedule is posted, associates who have the most seniority shall have their classes cut last; should a course be the only course being offered within the discipline, or it’s a capstone course, the class shall remain on the schedule until the week before the semester is to begin or even beyond that week if the District feels its remaining on the schedule appropriate.**

**Also, should a senior associate’s class be dropped, they will have first right of refusal for any unstaffed classes they are competent to teach.**

**18.3.5.a In the event that a senior faculty member's load has not been reached then those faculty with rehire/seniority rights shall have their workload right increased and be offered these unstaffed classes (as desired and are qualified for) up to the 60 to 67% cap before any faculty without rehire rights are hired or offered these unstaffed classes.**

18.3.13 Remove: This violates labor law. Remove that this person will be unpaid and a volunteer.

#### 18.1.4 Assignments

b. add: "...overloads (emergency only)..." to be suspended until Butte gets its enrollments back to pre-campfire enrollment shortages.

Article XVIII, change section 18.1.3a. District to law: Starting with the most senior member, unit members will be given the first right of refusal of assignments for the maximum load allowed by the District law providing the District is scheduling enough assignments to make this possible.

Seniority for CAS associates—please include with all seniority updates

Appendix E- change the maximum hours from 14 hours to 17 hours

Pay for outside work done the classroom, ie., prep/grading

INCREASED OFFICE HOUR TIME/COLA for office hours

FIVE EQUAL PAY PERIODS PER SEMESTER

MORE (LONGEVITY) STEPS AND (DEGREE/EXPERIENCE)  
COLUMNS

INCREASED STIPEND PAY FOR COMMITTEE WORK to also include Academic Council, Academic Technology Committee

District paid HEALTH BENEFITS—now available through the state.

Job descriptions for stipend positions (specifically coaches, clubs, etc.)

INCREASED FLEX HOURS: Also, allow designated flex to be used towards column movement rather than for payment.

Allow associates to use Butte's transportation (busses)

Fix the language for the mileage to reflect the intent that was behind this incentive.

Allow associates to use District health center

Include all MOU's that have been signed since July 2021

## DISTRICT INITIAL PROPOSAL TO PFA

### FOR

### JULY 1 2024 – JUNE 30, 2027 COLLECTIVE BARGAINING AGREEMENT

**Consider Incorporating the following MOUs into the new 2024-2027 CBA agreed to after the close of the 2021-2024 CBA:**

- Appendix G: Associate Faculty Instructor Job Description. March 3, 2023.
- Appendix D: Assistant Cross Country Coach. August 18, 2022.
- Appendix H2: Self evaluation form. March 2, 2023.
- Appendix H3: Evaluation Report. March 3, 2023.
- Appendix H13: Evaluation Timeline. March 2, 2023.
- Course Tour Guidance. November 15, 2022.
- Article 6.10: Timing Sequence. November 15, 2022.
- Article 6.8. Compensation for Evaluation Virtual Tours. November 14, 2021.
- Article 6.3.3. Evaluation Virtual Tour. December 17, 2021.

#### **Other Proposals Include:**

##### **Article VI Student Feedback, Student Concerns and Administrative Evaluation of Associate Instructors.**

- Add an evaluation process specific to the Academy.

##### **Article IX Grievances.**

- 9.4.5. Revise to permit District responses to be sent via email.

##### **Article XI Compensation/Office Hours.**

- 11.1.4. Revise language to provide compensation for each course cancelled. Also add language that the look back period from “the past academic year” to “the past twelve (12) months”.
- Revise to define hourly rate of pay.

##### **Article XVIII Associate Faculty Class Assignment.**

- 18.1.3. Remove “chooses not to” and replace with “does not”.
- 18.3.8. Revise language by deleting “signs an agreement” and adding “accepts”.

##### **Appendix D.**

- Revise by removing “Vice President of Instruction” and adding “appropriate area Vice President.”
- Revise to provide class advancement similar to the criteria for class advancement in BCEA collective bargaining agreement. Revise to define hourly rate of pay.

##### **Appendix G.**

- Review/update/add/remove job descriptions, including but not limited to adding Head Coach and Assistant Coach.