Appeal by Bakersfield College to the California Community College Athletics Association

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August 5, 2013

Via Electronic Mail

California Community College Athletic Association Board of Directors
c/o James Sartoris, SCFA Commissioner
2214 West Clark Avenue
Burbank, CA 92506

Re: Bakersfield College – Appeal to the CCCAA Board

Dear CCCAA Board of Directors:

Pursuant to Article 7.4.10 of the Constitution and Bylaws, Bakersfield College hereby appeals the imposition of sanctions and penalties imposed by Southern California Football Commissioner Jim Sartoris and CCCAA Executive Director Carlyle Carter in letters dated May 14, 2013.

Overview

Mr. Sartoris and Mr. Carter assessed sanctions against Bakersfield College’s football program: vacated victories in two regular seasons of sport, vacated victories in two post-seasons including the 2012 State Championship, suspension from post-season play in 2013, and two years of probation with extensive conditions, not to mention the threat to extend suspension from post-season play past 2013 and probation past 2014. It is the College’s position that several of the underlying findings are not supported by the evidence or a reasonable reading of the Bylaws. It is not our position that no rules were violated and the College should escape any penalty. However, the findings far exceed what the evidence supports. In addition the sanctions imposed are excessive and unreasonable and are not supported by the Bylaws.

Background

The College approached this compliance issue with the utmost candor and cooperation and self-reported what appeared to be various bylaw violations on May 8, 2013. That self-report was made with limited knowledge, without the completion of the full investigation, due to the time constraints of reporting. See Article 7.4.7.2. Upon completing a more detailed inquiry, the evidence did not support violations with regard to housing or barbeques and the record was corrected in the appeal to SCFA. We have also presented this subsequently discovered evidence throughout this appeals process. These have been ignored. Further, the investigative document supplied with the self-report contained certain ambiguous statements with regard to communications with recruits/prospects.
This led the SCFA Commissioner to draw an inference from those ambiguous statements and found recruiting/inducement violations. The evidence produced during the appeals process, statements from the author of the investigative document and the head coach, were ignored.

Throughout this process, the College, its staff and its student athletes have been denied what the Bylaws promise: “due process;” “fairness of procedures;” and “equitable resolution of violations.” The Commissioner’s and Executive Director’s sanctions letters each contain findings and conclusions that go beyond the self-report and were not the product of a full and fair investigation or supported by evidence.

Further, we have repeatedly requested a testimonial hearing so that a decision maker on this matter can hear directly from those involved with regard to the employment, housing, meal and recruiting/inducement issues and to confront any adverse evidence. Our requests for a testimonial hearing have been summarily denied. The Conference Appeals Board issued a one-line rejection of the appeal through Commissioner Sartoris. The CCCAA Appeals Board issued a multiple-page decision through Executive Director Carter which has little discussion of actual evidence and is permeated with sarcasm about the College’s alleged inability to comprehend the Bylaws and its retraction of certain self-reported violations upon further review. (See e.g., comments on pages 5 through 7.) The caustic tone of the CCCAA Appeals Board decision was not warranted and does not suggest that it was the product of a fair or equitable review.

**Request for Relief No. 1**

There can be no denial that the sanctions levied against the College are some of the most extreme which can be imposed. We ask the Board to consider how the CCCAA can justify vacating a State Football Championship, taking away two years of wins and prospectively banning the team from post-season competition without affording the College the fundamental due process rights to notice and a hearing? If these sanctions are permitted to stand without a hearing, the bylaws representations of “due process,” “fairness of procedures,” and “equitable resolution of violations” are simply hollow promises. Therefore, our first request for relief is that the CCCAA Board of Directors overrule the decision of the Appeals Board on due process grounds and remand this matter to the Conference Appeals Board or CCCAA Appeals Board for a testimonial hearing at which the College may present witnesses, make argument, and confront adverse evidence per Article 7.4.8.5.

**Request for Relief No. 2**

Alternatively, our second request for relief is that the CCCAA Board of Directors examine our ten points of error and supporting evidence supplied with our appeal to the Conference
Appeals Board on June 12, 2013, which is attached and incorporated herein by reference. We believe that an objective review of the supporting evidence will show that there were no violations with regard to housing or barbeques, no recruiting/inducement violations, and no basis to declare the students ineligible under the Bylaws. The only violations supported by the evidence are (1) a special privilege with regard to employment opportunities and (2) the provision of five pre-game meals. Even as to these violations, there are several mitigating factors which show that these are not major violations warranting the extreme sanctions that have been imposed.

We request that the CCCAA Board overrule the decision of the Appeals Board and modify the sanctions to be proportionate to these two violations. The College has already taken action to correct these violations and impose institutional controls to prevent future occurrences. We believe that probation, coupled with the aggressive compliance program we have begun, would be an appropriate and proportionate sanction and would not unfairly penalize our student athletes.

Should the Board desire further information about the supporting facts or our compliance efforts, we would be happy to provide it.

Sincerely,

Sonya Christian

President
Bakersfield College
http://www.bakersfieldcollege.edu/president/

Enclosures

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REQUEST FOR APPEAL
INFRACTIONS/PENALTIES

ATHLETIC DIRECTOR: Complete this form for an appeal which does not involve Bylaw 1.8, then forward to your conference commissioner.

THIS CASE WILL NOT BE HEARD UNLESS SUBMITTED WITH THE SIGNATURE OF THE COLLEGE PRESIDENT AND THE FOLLOWING DOCUMENTS:

☒ Complete written statement of the issue being appealed including the basis for the appeal.
   In accordance with Article 7.4 of the CCCAA Constitution and Bylaws, the undersigned appeals from the attached interpretation, enforcement, and/or alleged infraction (explain the action appealed from, the Constitution and Bylaws section(s) involved, and the dates of all relevant activities and actions):

☒ A written statement setting forth all supporting information and arguments.

☒ A confirming statement on college letterhead written by the college president.

☐ Relevant correspondences from all sources.

☐ Other: _____

I understand that as a member of the Community College League of California, my college has bound itself to adhere to the CCCAA Constitution and its other rules and regulations. I understand that in participating in this appeal, my college must comply with the provisions of Article 7.4 of the CCCAA Constitution.

Sonya Christian  August 5, 2013  Bakersfield College
Name of Person Initiating Appeal  Today’s Date  College

Constitution Section(s) for Waiver
Football
Sport(s) Involved
Bakersfield College

Southern California
Athletic Conference

I endorse utilizing the CCCAA’s appeal process:

Signature of College President  August 5, 2013

Conference Commissioner’s Recommendation is to:
☐ Grant  ☐ Deny

Date of Recommendation  Signature

Conference Appeals Board’s Recommendation is to:
☐ Grant  ☐ Deny

Date of Recommendation  Signature

CCCAA Appeals Board’s Ruling:
☐ Granted  ☐ Denied

Date of Ruling  Signature

(11/2/12)
DATE: July 19, 2013

TO: Sonya Christian, President, Bakersfield College
Ryan Beckwith, Athletic Director, Bakersfield College
Jim Sartoris, SCFA Conference Commissioner
CCCMA Appeals Board
Linda Lacy, Chair Cerritos College
Tod Burnett, Saddleback College
Rosa Carlson, Porterville College
Joe Wyse, Shasta College
Pamela Walker, American River College

FROM: Carlyle Carter, CCCAA Executive

SUBJECT: Appeal on Behalf of Bakersfield College

Please be advised that the CCCAA Appeals Board has denied the appeal for Bakersfield College.

See the enclosed for a detailed response to the appeal.

Please note that Bakersfield College has a right to appeal the decision of the CCCAA Appeals Board to the next level in the appeals process which is to the full CCCAA Board of Directors. Please review CCCAA Constitution Article 7 for details of the specifics of the appeal process which includes a time deadline for submission.
DATE: July 19, 2013

TO: Sonya Christian
President, Bakersfield College

FROM: CCCAA Appeals Board

RE: Bakersfield College Appeal

In response to Bakersfield College’s appeal to the California Community College Athletic Association (CCCAA) Appeals Board we believe that it would beneficial to provide the following background information regarding the organization and pertinent policies and practices:

The California Community College Athletic Association (CCCAA) is a voluntary membership organization with oversight responsibilities in the establishment of rules and regulations governing intercollegiate athletics amongst the 104 Community Colleges offering athletic programs. The governing structure of CCCAA begins with appropriate and adequate oversight at the College and District level to ensure compliance with the member adopted rules, regulations, policies and procedures. Each year member College Presidents and Directors of Athletics apply their signatures to the CCCAA document (R-1) Statement of Compliance “to verify that our college shall adhere to the CCCAA Constitution and Bylaws rules and regulations”. The R-1 further states:

“The athletic administrators of our college have reviewed the contents, interpretations, and implications of the current CCCAA Constitution and Bylaws with our staff, employees, representatives, and each person who works with the athletic program, with additional emphasis on rules of recruitment, eligibility, decorum, and sport seasons. In addition, the college will complete by November 1 a Statement of Compliance Title IX Gender Equity Form (FORM R-4) regarding state and federal Title IX laws pertaining to interests and abilities for men and women for the preceding year. We affirm that our representatives shall adhere to its rules and regulations. We understand that violations of the CCCAA Constitution and Bylaws may subject our college and/or personnel to penalties”
In addition, every member college must annually complete in-service compliance training for all institutional representatives (athletic staff and employees) involved in the athletic program. Each member must sign the CCCAA form R-2 (Statement of In-Service Training) which states:

“By placing my signature below, I verify that I have received in-service training on the contents, interpretations, and implications of the current CCCAA Constitution and Bylaws, have taken the CCCAA Online Compliance Rules Exam, and that I have received a copy of the CCCAA Decorum Policy as well as the recruiting policies. I affirm that as an institutional representative, I shall adhere to the rules and regulations of the CCCAA Constitution and Bylaws, and understand that violations of the CCCAA Constitution and Bylaws may subject myself, program, and the college to penalties”

Further, every student wishing to participate in intercollegiate athletics must complete and sign the CCCAA Form 1 (Student Eligibility Report). Each member college has a responsibility to ensure that students are aware of policies that directly affect their ability to participate both academically and athletically. Included on the Form 1 is the following statement:

“I understand that I may not receive financial assistance or other special privileges for my participation in athletics.”

Subsequent to the completion of the review and explanation of the CCCAA Form 1 Student Eligibility Report, the coach, Athletic Director, Registrar or Administrative Representative and Student Athlete sign the form which certifies that the student is eligible for participation. By signing the form 1 the student signifies that:

“...there are special rules for student athletes. I understand and will abide by the above statements and all rules of athletic eligibility. My signature below certifies that the information I have given on each side of this form is true. Information falsely given or concealed by me will cause my college’s forfeitures of all games, meets, and/or matches in which I may compete, and that I may be designated ineligible for further competition.”

As with most competitive environments, but especially in intercollegiate athletics, there are always concerns with competing on a “level playing field”. This, in fact, is mythical in nature as it is not possible to guarantee that all Colleges approach athletics in the same way. For instance, the CCCAA has members that have as few as 2 sports while others have in excess of 20. There are members that are located in urban settings with nearby competitors less than 10 miles away and there are member colleges that travel in excess of 100 miles or more to their nearest competitor. Obviously, the amount of resources required varies differently depending on each individual college situation and policy cannot “level that out”. In attempting to govern intercollegiate athletics the only guarantee that members should be able to rely on is that all members are held accountable for complying with the same rules, regulations, policies and practices that they, collectively have adopted. When a college is alleged to have deviated from the agreed upon “policies” the first step in due process is to allow the college to respond to the allegations by conducting an internal review. This can be done through an “in-house” investigation or by retaining the services of an independent, non-affiliated individual or agency to investigate the allegations and submit a self-report of the findings. The latter in most cases is seen as preferred to avoid any appearance of a conflict of interest.

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In the case in question, in January of 2013, Bakersfield College received an initial inquiry from the Southern California Football Association Commissioner (SCFA), Mr. Jim Sartoris, regarding the activities of the Bakersfield College Helmet Club. Upon acknowledged receipt of the SCFA request, Bakersfield College requested and received a 1 month extension to provide a response. Bakersfield College retained the services of an outside accounting firm to “conduct a review and provide information to be used in development of ...responses...to questions.” The SCFA received a response from Bakersfield College on February 28, 2013 to the initial inquiry. Following the review of the college response, Mr. Sartoris sent the College President a series of follow-up questions via email on March 11, 2013 requesting a response by March 25, 2013. On March 22, Bakersfield College requested an extension until April 30th. The SCFA extended the deadline but only until April 19, 2013 which was agreed to by the College. On April 19, 2013 the SCFA received an investigative report from the Bakersfield College Vice President for Student Services that was conducted by the accounting firm. Discussions (in-person) were held between the Bakersfield VP and Mr. Sartoris followed by email exchanges for further clarification. On May 8, 2013 Bakersfield College submitted their official self-report based upon the independent investigator findings. Bakersfield College self-reported that several infractions of CCCAA policy were committed by the Bakersfield College football program involving Bylaw 2 of the CCCAA Constitution. Specifically, Bylaw 2.11 (Subsidizing, Inducements, and Special Privileges).

Bylaw 2.11.2 Subsidizing is defined as providing any manner of service or financial assistance to prospects or student athletes that is not available to all other students. Subsidization in any manner by the college or individual(s) or groups acting in the interest of the college is not permitted.

As a part of the internal investigation, the investigator conducted on-campus interviews with the following individuals (by position)

1. A Former President of Bakersfield College
2. A Former Interim President of Bakersfield College
3. Vice President for Student Affairs
4. Vice Chancellor for Human Resources
5. Vice Chancellor for Operations
6. Athletic Director
7. Head Football Coach
8. Assistant Athletic Director and Head Softball Coach
9. Administrative Assistant for Athletics
10. A representative of the Bakersfield College facilities
11. A representative of Bakersfield College Maintenance
12. Director of the Bakersfield College Foundation
13. Head Track and Field Coach
14. Assistant Track and Field Coach
15. Head Volleyball Coach
16. Head Baseball Coach
17. President of the Helmet Club
18. Bookkeeper of the Helmet Club
On May 8, 2013 Bakersfield College self-reported that:

1. A number of student athletes in the football program were paid for work from funds raised by a football booster club outside the oversight of the college. This arrangement was provided to football student athletes only, outside of the college official "work study" program and not available to the general student population.
2. Football student athletes were provided access to housing by the head football coach that was not available to all students at the college.
3. The head football coach facilitated the payment of rent by football student athletes by acting as a "middle man" in collecting the rent checks and forwarding the payment to the property owner. This service was not available to the general student population.
4. The football team was provided a weekly meal. This was a special, subsidized privilege, not available to other athletic teams or the general student population of the college.
5. The football team was provided a pre-game dinner before home games.

As a result of the self-reported list of infractions, the SCFA concurred with Bakersfield College that violations of Bylaw 2 occurred and would result in sanctions generally outlined in CCCAA Constitution Article 7.4.12 and based on knowledge of “similar” infraction cases. Bakersfield College did recommend program sanctions with the submission of the self-report but those sanctions did not reflect the severity of the infractions nor previous sanctions associated with similar infraction cases. The SCFA issued sanctions were forwarded to the College on May 13, 2013. Upon receipt of a copy of the findings and SCFA letter to Bakersfield College outlining the sanctions, the CCCAA issued sanctions in accordance with the Constitution (Article 7.4.12.2) associated with contests involving Bakersfield College football during post-conference competition. In both instances, the College was informed of their right to appeal under the CCCAA Appeals process outline in CCCAA Constitution Article 7.

On May 24th the SCFA received a request to extend the 10-day deadline to submit an appeal which was recommended to be granted and forwarded to the CCCAA Appeals Board for review. The CCCAA Appeals Board granted the extension to June 12, 2013.

On June 12, 2013 Bakersfield College submitted and appeal to the SCFA Appeals Board.

On June 24, 2013 the SCFA Appeals Board recommended denial of the appeal and sent an email to Commissioner Sartoris reflecting their decision. Commissioner Sartoris transmitted the SCFA Appeals Board recommendation to deny to Bakersfield College and inform them of their right to the next level of appeal with the CCCAA Appeals Board.

Only July 9, 2013 Bakersfield College filed an appeal with the CCCAA Appeals Board via the office of the CCCAA CEO and President. On July 10, 2013, the CCCAA Executive electronically transmitted the Bakersfield College appeal to the members of the CCCAA Appeals Board.

**CCCAA Appeals Board Review of Bakersfield College Appeal**
On July 16, 2013, members of the CCCAA Appeals Board held a conference call to review the Bakersfield College appeal.

The Bakersfield College appeal to the CCCAA Appeals Board stated (in-part) the following:

1. We believe it was a patent conflict of interest for Commissioner Sartoris to issue a decision on the appeal of his own ruling. We received no communication at all from the SCFA Appeals Board, no explanation of its findings, and no description of process used to establish its findings.

Response: Article 7.4.8.8 states that the decision of the conference appeals board shall be distributed by the conference commissioner in writing to the appealing party, the appellant’s school’s athletic director, the appellant school’s college president, and the CCCAA Executive. It must be noted that Commissioner Sartoris notified Bakersfield College of their right to appeal and recommended review of the appellate process. As such, Mr. Sartoris communicated the decision of the Conference Appeals Board exactly as prescribed in the above constitutional reference.

2. We request a ruling that the SCFA Appeals Board failed to provide either due process or fair procedure in its denial of the College’s request for a testimonial hearing; that the SCFA Appeals Board did not provide findings, evidence or analysis to support its decision, and did not provide a decision authored by its members.

Response: The CCCAA Appeal Process is defined in Article 7 of the CCCAA Constitution approved and adopted by the member colleges (which included Bakersfield College). Testimonial hearings may be convened after a vote of the appellate body who may invite parties to present evidence in person.

3. The College seeks a testimonial hearing and review of the ten points of error contained within the June 12, 2013 appeal to the SCFA Appeals Board and the supporting evidence, which is attached hereto and incorporated herein by reference.

Response: In reviewing the appeal, the CCCAA Appeals Board noted that a testimonial hearing was requested by Bakersfield College. The determination was made that based on the self-reported information from Bakersfield College it was not necessary to seek additional information in the form of a testimonial hearing. In reviewing the June 12, 2013 appeal submitted initially to the SCFA which asserts that the original self-report submitted by the College contained “ten points of error”, the Appeals Board provides the following response:

1. Error No. 1 Employment Opportunities as Subsidy – The CCCAA Appeals Board finds this claim to not only be invalid but demonstrates that those responsible for oversight of the athletic program lack the basic understanding of CCCAA Bylaw 2.11.2. The practice of providing employment opportunities exclusively and selectively to football student athletes regardless of the rate of pay is a violation and by its execution is a subsidy as defined in Bylaw 2.11.2. These employment opportunities were not available to all students and moreover were outside of the control and oversight of the College Office of Financial Aid. The violation stands.

2. Error No. 2 Inducement – The CCCAA Appeals Board would be in agreement with the claim that identifying employment opportunities available to all students would not be considered an inducement nor would referencing “work study” if in fact these were truly a part of the Office of Financial Aid administered Federal Work Study program. The College agrees that the
availability of these employment opportunities is “special privileges” and therefore are violations, but only of a “technical” nature. The violation stands.

3. Error #3 and # 4– Housing Assistance as Subsidy – The conflicting statements by the accountant investigator are problematic. There was never an assertion by the SCFA that the housing in question was not at a fair market value. The College stated: “Football student athletes were provided access to housing by the head football coach that was not available to all students at the college. (Violation of 2.11.1.)” The SCFA used this information in preparation of the sanctions. For the College to subsequently claim that “The evidence does not support such a finding” is an error of the stated facts as provided by the College self-report. There is sufficient evidence in the statements asserted in the College self-report and in statements attributed to the Head Football Coach contained in the appeal to indicate that the housing referred to in response to the prospective student athlete questions were specific to the two properties. The violations stand.

4. Error #5 Special Privilege – Rent Payments – The CCCAA Appeals again must point to the lack of Constitutional knowledge by Bakersfield athletics relating to what is defined as a “special privilege”. Bylaw 2.11.4 specifically states: “Student athletes may only receive services that are available to all eligible students”. The Bylaw also identifies certain categories “which are permissible”. By default, if the activity is not listed it is not permissible. The question should be asked, Do all students have the ability to have an institutional office serve as a place where they can deliver their rent payment? If the answer is “no” the service provided by the athletic department specifically for football student athletes is a Special Privilege. The violation stands.

5. Error #6 and #7 Weekly meal – Subsidy/Special Privilege – The institutional self-report indicated that: “The football team was provided a weekly meal. This was a special, subsidized privilege, not available to other athletic teams or the general student population of the College. (Violation of 2.11.1, 2.11.2, 2.11.2.B., 2.11.4)” The CCCAA Appeals Board once again points to the basic definition of subsidy as defined in CCCAA Bylaw 2.11.2. The “barbecues” were restricted to the football participants and guests and were not available to student-athletes from other sports or the general student population. The violations stand.

6. Error #8 Meal Before Home Games – Special Privileges – It was self-reported by the College that: “The football team was provided a pre-game dinner before home games. (Violation of 2.11.4.B.3.)” CCCAA Bylaw 2.11.4.B.3. states: “Meals provided either prior to or following home contests are permissible if they are infrequent “special occasions”. It would be a violation if a team was provided a pre-game meal by an individual(s) or agency prior to every home game. This would be a form of subsidization.” The violation stands.

7. Error #9 Student Ineligibility – The CCCAA Appeals Board again must question the basic knowledge and understanding of the policies and practices of the CCCAA Constitution of those responsible for oversight of the athletic program. Each year CCCAA member athletic departments are required to “…certify athletic eligibility” by submitting Form 1, Student Eligibility and Form 3, Team Eligibility, to the conference commissioner’s office…” (CCCAA Bylaw 1.4.1.) Form 1 completion (student athlete portion) is typically guided by either the Athletic Director or an institutional representative with competence in eligibility rules, policies and practices that affect both academic and athletic eligibility. The Form 1, Item # 7 specifically states: “I understand that I may not receive financial assistance or other special privileges for my participation in athletics.” Students sign-off that they understand the rules and that information falsely given or concealed...will cause my college’s forfeiture of all
games, meets, and/or matches in which I may compete, and that I may be designated ineligible for further competition. In order to complete each student athlete’s eligibility certification, the coach, Athletic Director and Registrar or Administrative Representative must also sign the form. In addition, any violations of CCCAA Bylaw 2 are subject to penalties as indicated in Article 7.4.12 which may include, but not be limited to the loss of eligibility, forfeiture of contests, etc. (7.4.12.2). Article 7.4.12.3 indicates that the penalty for the participation of an ineligible athlete in any contest shall include forfeiture of the contest in which the athlete participated. The Commissioner did not exceed his authority but rather applied the applicable Bylaw and correct sanction(s) for the self-reported violations. Furthermore, the subsequent CCCAA sanctions were appropriate as applied according to Article 7.4.12.2 and 7.4.12.3. The violation stands.

8. Error #10 Penalties and Sanctions – The College asserts that the sanctions/penalties imposed are “excessive, disproportionate and not supported by the Bylaws.” The CCCAA Appeals Board finds that the College has failed to recognize the severity of the infractions which further points to a lack of knowledge and understanding of the CCCAA Constitution and standard practices by those responsible for the administration and oversight of the intercollegiate athletic program. As indicated in the report of the investigator, there is evidence that some of the practices of subsidy and special privilege have been going on for several years and many College personnel were aware of some of the events as well as the employment of football student athletes. It was also stated that the athletic director questioned the permissibility of the barbecues and mentioned it to the coach but did not follow through to curtail the activity.

As a result of the extensive review of all of the submitted appeal materials by Bakersfield College the CCCAA Appeals Board finds as follows:

The documentation presented, which includes Bakersfield College’s self-reported violations, identify several violations of Bylaw 2.11 Subsidizing, Inducements, and Special Privileges. In addition, the penalties assessed meet the standards outlined in the CCCAA Constitution 7.4.12. It is the expectation that college athletic personnel know the rules and regulations governing community college athletics. It also expected that they convey this information to their college administration, those connected with athletics, including outside support groups, and student athletes. The CCCAA Appeals Committee, after review of the documents and participation in a conference call on July 17, 2013, voted unanimously to deny the appeal by Bakersfield College.

cc: Jim Sartoris
July 9, 2013

Via Electronic Mail

California Community College Athletic Association Appeals Board
c/o James Sartoris, SCFA Commissioner
2214 West Clark Avenue
Burbank, CA 92506

Re: Bakersfield College – CCCAA Appeals Board Appeal

Dear CCCAA Appeals Board:

Bakersfield College appeals the findings made and penalties imposed on its football program as described in letters dated May 14, 2013 from the Southern California Football Association (SCFA) Commissioner, Jim Sartoris, and the California Community College Athletic Association (CCCAA) President, Carlyle Carter. The College previously submitted an appeal to the SCFA Appeals Board, requesting a “testimonial hearing.” The request for this hearing was denied and the appeal summarily rejected in a one-line response from the SCFA Commissioner. We believe it was a patent conflict of interest for Commissioner Sartoris to issue a decision on the appeal of his own ruling. We received no communication at all from the SCFA Appeals Board, no explanation of its findings, and no description of process used to establish its findings.

Our appeal to the CCCAA Appeals Board is therefore twofold. First, we request a ruling that the SCFA Appeals Board failed to provide either due process or fair procedure in its denial of the College’s request for a testimonial hearing; that the SCFA Appeals Board did not provide findings, evidence or analysis to support its decision, and did not provide a decision authored by its members. Second, the College seeks a testimonial hearing and review of the ten points of error contained within the June 12, 2013 appeal to the SCFA Appeals Board and the supporting evidence, which is attached hereto and incorporated herein by reference.

The CCCAA Constitution and Bylaws purport to provide “Due Process Procedures” to California community colleges in the regulation of athletics. The stated purpose of such “Due Process Procedures” is to ensure that “appropriate penalties” are applied to rule violations, in an environment of “fairness of procedures” and “equitable resolution of violations.” To date, there has been a failure of the CCCAA to live up to these assurances of due process and fair treatment with regard to the Bakersfield College football program.

The CCCAA levied extreme sanctions against the College’s football program, with vacated victories in two regular seasons of sport, vacated victories in two post-seasons including the 2012 State Championship, suspension from post-season play in 2013 (or possibly beyond 2013), and two years (or possibly more) of probation with extensive conditions.

We ask that the CCCAA Appeals Board consider how an organization charged with regulating community college athletics and providing its members with “due process” and “fairness of
procedures” can impose such harsh penalties without first conducting a full and fair investigation, without providing notice to the College of the specific charges and evidence against it, without affording an opportunity to respond to said charges and evidence prior to the imposition of penalties, without establishing a basis for proportionality in penalties to be imposed, and without conducting an appeal process with integrity and transparency. As public school educators, we value and respect the concepts of due process, fairness of procedure, and transparency. It is a fundamental violation of these values and tenets to not apply those principles to the regulation of our athletic programs, which directly impact the student athletes and community college personnel in them.

The College believes that it is incumbent on the CCCAA to hold the requested testimonial hearing where the College can present testimony and evidence relevant to the charges against it, discover and question adverse evidence, and have the opportunity to make arguments as to why the findings and penalties are not just. Pursuant to Sections 7.4.7.1 and 7.4.9.3 of the Constitution, the CCCAA Appeals Board may hold such a hearing.

We are confident that following such a testimonial hearing the CCCAA Appeals Board will agree that several findings of the SCFA Commissioner and CCCAA President are not supported by the evidence. We believe that an objective review by the CCCAA Appeals Board would find infractions of a technical and competitively non-advantageous nature, and would provide a rational basis and finer caliper for determining measured and appropriate penalties. We believe that a good faith consideration of the scope and consequence of these technical violations within an otherwise well-run program would find the proposed penalties to be capricious and excessive.

Accordingly, we believe that the College’s appeal should be granted, and propose that penalties be modified to impose an appropriately determined probationary period with conditions, to penalize any specific instances of ineffective institutional control, and to ensure that corrective measures already in process are indeed being implemented in a lasting and verifiable way.

Sincerely,

Sonya Christian
President
Bakersfield College
http://www.bakersfieldcollege.edu/president/

Enclosures

July 9, 2013 CCCAA Form 4B, Request for Appeal
May 14, 2013 letter from SCFA Commissioner Jim Sartoris
May 14, 2013 letter from CCCAA President Carlyle Carter
May 28, 2013 email from SCFA Commissioner Sartoris granting extension to file appeal
June 12, 2013 appeal by Bakersfield College with attachments
June 24, 2013 letter denying appeal to conference appeals board
REQUEST FOR APPEAL  
INFRACTIONS/PENALTIES  

ATHLETIC DIRECTOR: Complete this form for an appeal which does not involve Bylaw 1.8, then forward to your conference commissioner.

THIS CASE WILL NOT BE HEARD UNLESS SUBMITTED WITH THE SIGNATURE OF THE COLLEGE PRESIDENT AND THE FOLLOWING DOCUMENTS:

- Complete written statement of the issue being appealed including the basis for the appeal.
  In accordance with Article 7.4 of the CCCAA Constitution and Bylaws, the undersigned appeals from the attached interpretation, enforcement, and/or alleged infraction (explain the action appealed from, the Constitution and Bylaws section(s) involved, and the dates of all relevant activities and actions):

- A written statement setting forth all supporting information and arguments.

- A confirming statement on college letterhead written by the college president.

- Relevant correspondences from all sources.

- Other:_____

I understand that as a member of the Community College League of California, my college has bound itself to adhere to the CCCAA Constitution and its other rules and regulations. I understand that in participating in this appeal, my college must comply with the provisions of Article 7.4 of the CCCAA Constitution.

Sonya Christian  July 9, 2013  Bakersfield College  
Name of Person Initiating Appeal  Today’s Date  College

Constitution Section(s) for Waiver  Sport(s) Involved  Southern California  
I endorse utilizing the CCCAA’s appeal process:  

Signature of College President  July 9, 2013  Date

Conference Commissioner’s Recommendation is to:
- Grant  - Deny

Conference Appeals Board’s Recommendation is to:
- Grant  - Deny

CCCAA Appeals Board’s Ruling:
- Granted  - Denied

Date of Recommendation  Signature

Date of Recommendation  Signature

Date of Ruling  Signature

(11/2/12)
June 24, 2013

Via Electronic Mail

Sonya Christian
President
Bakersfield College

The SCFA Appeals Board, which met on June 24, 2013, has informed my office that they have voted to deny the Bakersfield College Appeal which was filed with the SCFA on June 12, 2013.

Under provisions of CCCAA Article 7, Bakersfield College has the right to move this appeal forward to the CCCAA Appeals Board if it so wishes. Please review all sections of Article 7.4.9 Appeals Process - The CCCAA Appeals Board and specifically note the provisions of Article 7.4.9.6:

> An appeal to the CCCAA Appeals Board must be presented in writing to the CCCAA Executive within ten (10) working days of notification of denial of an appeal by the conference appeals board. All communications from the conference or any appealing party must be initiated through the conference commissioner or the CCCAA Executive, and then from the CCCAA Executive to the CCCAA Appeals Board.

Respectfully,

Jim Sartoris
SCFA Commissioner

cc: Ryan Beckwith, Bakersfield College Athletic Director
    Carlyle Carter, CCCAA President/CEO and Executive Director
REQUEST FOR APPEAL
INFRACTIONS/PENALTIES

ATHLETIC DIRECTOR: Complete this form for an appeal which does not involve Bylaw 1.8, then forward to your conference commissioner.

THIS CASE WILL NOT BE HEARD UNLESS SUBMITTED WITH THE SIGNATURE OF THE COLLEGE PRESIDENT AND THE FOLLOWING DOCUMENTS:

- Complete written statement of the issue being appealed including the basis for the appeal.
  In accordance with Article 7.4 of the CCCAA Constitution and Bylaws, the undersigned appeals from the attached interpretation, enforcement, and/or alleged infraction (explain the action appealed from, the Constitution and Bylaws section(s) involved, and the dates of all relevant activities and actions):

- A written statement setting forth all supporting information and arguments.

- A confirming statement on college letterhead written by the college president.

- Relevant correspondences from all sources.

- Other: 

I understand that as a member of the Community College League of California, my college has bound itself to adhere to the CCCAA Constitution and its other rules and regulations. I understand that in participating in this appeal, my college must comply with the provisions of Article 7.4 of the CCCAA Constitution.

Sonya Christian
Name of Person Initiating Appeal
June 12, 2013
Today's Date
Bakersfield College
College

Constitution Section(s) for Waiver
Football
Sport(s) Involved
Southern California
Athletic Conference

I endorse utilizing the CCCAA’s appeal process:

Signature of College President
June 12, 2013
Date

Conference Commissioner’s Recommendation is to:
- Grant
- Deny

Conference Appeals Board’s Recommendation is to:
- Grant
- Deny

CCCAA Appeals Board’s Ruling:
- Granted
- Denied

Date of Recommendation
Signature

Date of Recommendation
Signature

Date of Ruling
Signature

(11/2/12)
June 12, 2013

Via Electronic Mail

Mr. James Sartoris
SCFA Commissioner
2214 West Clark Avenue
Burbank, CA 92506

RE: Bakersfield College – SCFA Appeal

Dear Commissioner Sartoris and the SCFA Appeals Board:

I. Introduction

This is to notify you that on behalf of our student athletes, staff and community, Bakersfield College appeals the findings made and sanctions/penalties imposed on its football program as described in letters dated May 14, 2013 from the Southern California Football Association (SCFA) Commissioner Jim Sartoris, and the California Community College Athletic Association (CCCAA) President Carlyle Carter. We believe that the multi-faceted findings of wrongdoing are not supported by factual evidence, were not made following a full and fair investigation and provision of basic due process, and do not support the sweeping sanctions/penalties imposed on the Bakersfield College’s program.

II. Request for Testimonial Hearing

We hereby request a testimonial hearing which will provide the College an opportunity to appear before the Appeals Board and present additional evidence. While we have included witness statements and documentary exhibits with this appeal, a testimonial hearing will permit us to learn and confront the evidence against us and flush out specific factual details necessary to disprove conclusions which may have been drawn without full investigation. There appears to be significant misinformation about the facts of the case in the athletic community. We believe that it is only through direct engagement in a hearing that the details of the issues can be appropriately explored, and a suitable level of sanctions be determined that accurately fits the nature of the infractions involved.

III. Background

On January 23, 2013, Commissioner Sartoris contacted the College by email with an “informal inquiry” concerning the activities of the Helmet Club, a private entity that engages in fundraising for the purpose of assisting and supporting Bakersfield football. The College engaged a CPA, Mr. Burt Armstrong, to conduct an audit of the Helmet Club and its activities. On February 28, 2013, we responded to the Commissioner’s informal inquiry and acknowledged that the Helmet Club had funded minimum wage work opportunities around campus for football players. We immediately issued Cease and Desist letters to the Helmet Club and employees on campus. On March 9, 2013, the
Commissioner issued a set of follow-up questions in writing again focused on the employment opportunities provided by the Helmet Club. We again contracted with Mr. Armstrong to review the issues raised in the second inquiry. On May 8, 2013, we responded to this second inquiry in the requested format of a self-report of potential infractions disclosed during Mr. Armstrong’s audit on the subjects of work opportunities, housing and meals. This report was made based upon limited information available at the time.

Further, in my May 8th letter to Commissioner Sartoris, I stated that “Bakersfield College reserves the right to amend this report to provide additional new information should such information be discovered or become available.” On May 14, 2013, we were provided two letters of findings and penalties. CCCAA President Carlyle Carter’s letter, for the first time, referenced extensive recruiting and subsidies allegations, claiming in a conclusory manner that these infractions were long-standing and institutional.

Our ongoing investigation has established that there is in fact no evidence that Bakersfield College in any real way “subsidized” student athletes or provided recruitment “inducements.” There is only evidence of non-significant infractions of a special privilege pertaining to work opportunities and provision of food before home games. Moreover, there is nothing in the Bylaws which render students ineligible for athletic competition based on their receipt of a special privilege and, therefore, no basis to vacate the games, let alone the extreme sanction of having to forfeit the state championship.

This document with the attachments and our testimonial hearing will constitute the two components of our appeal. We request that the Appeals Board reject the findings and reject the sanctions and evaluate the supporting evidence in a fair and impartial manner.

IV. Basis of Appeal

A. Employment Opportunities

Error No. 1: The Commissioner found a violation of Bylaw 2.11.2 pertaining to “subsidies.” The evidence does not support such a finding.

A “subsidy” means that the students received something for nothing or were “paid to play.” The Commission’s Bylaws state that an employment subsidy involves, “The promise of or the payment to a prospect/student athlete for a job that does not exist and/or a higher rate than the actual value of the job.” Bylaw 2.11.2(D). Here, the facts are that the students performed actual work for minimum wage and there was, thus, no subsidy. The following facts are demonstrated in the attached statements:

- Some student athletes performed work around campus assisting facilities staff. The work included custodial work, set-up and tear-down for campus events, and concessions. For example, student athletes helped set-up and tear-down tables, chairs and sound equipment for the academic decathlon, volleyball and basketball games, and junior high events. See Statement of Glen Fields.
• The work was supervised by staff members Glen Fields, Facilities staff, and Ray Maranda, Maintenance/Concessions. Fields or Maranda reviewed and approved the student athletes' time record. See Statement of Glen Fields.
• The student athletes were paid $8.00/hour, the California minimum wage. See Statement of Jeff Chudy.
• The student athletes were paid for only the time they worked. See Statement of Glen Fields.

Conclusion: There was no subsidy.

Error No. 2: The Commissioner found a violation of Bylaw 2.11.3 relating to “inducements.” The evidence does not support such a finding.

First, it is an expressly permissible recruiting activity to provide unsolicited information about employment opportunities to students within the recruiting area. Bylaw 2.1(D). Second, it is expressly permissible to provide information about employment opportunities in response to an inquiry from a student outside the recruiting area. Bylaw 2.4.2. Coach Chudy did not provide information about employment opportunities outside of the rules and there is no evidence that he did. See Statements of Jeff Chudy and Burt Armstrong.

Conclusion: There was no inducement.

The College agrees that the availability of employment opportunities sponsored by the Helmet Club would technically be a “special privilege” that was not available to all students of the College under Bylaw 2.11.4. Crucially, however, the mere existence of a technical violation does not establish that it functioned as subsidy or inducement and resulted in a competitive advantage, and it is difficult to argue that in this case it may have done so. The Commissioner’s finding and penalties suggest the violation was much more severe than it actually was, a characterization that the facts simply do not support.

B. Housing Assistance

Error No. 3: The Commissioner found a violation of Bylaw 2.11.2(C) relating to “subsidies.” The evidence does not support such a finding.

As stated above, the meaning of “subsidy” requires that these students received something for nothing or were in some way “paid to play.” With regard to housing, the Commission’s Bylaws describe a subsidy as, “The obtaining, securing, or soliciting of housing for a prospect/student athlete . . .” Bylaw 2.11.2(C). Coach Chudy did not obtain, secure or solicit housing for student athletes. The housing was obtained by the students directly from the property owner. The following are the facts:

• There are two rental homes near campus which football players have rented for the past few years: 3013 Pomona Street and 2825 Arnold Street. See Statement of Randy Bender.
• Both properties are owned by Randy Bender. Mr. Bender is a real estate investor with five rental properties in the Bakersfield area. See Bender Statement.
• Other than attending Bakersfield College for three months in 1965, Mr. Bender has no affiliation with the College, its football program or Coach Chudy. See Bender Statement.

• In approximately 2009, Mr. Bender purchased a home near campus at 3013 Pomona Street as an investment property. When he purchased it, it was inhabited by a group of tenants who were football players at Bakersfield College. He continued their tenancy and the house has been occupied by football players ever since through student referral. That is, as tenants leave they introduce their friends and teammates to Mr. Bender. Coach Chudy had no role in “obtaining, securing or soliciting” the Pomona Street unit for players. See Statements of Randy Bender and Jeff Chudy.

• In 2010, Mr. Bender purchased another property near campus at 2825 Arnold Street. This was a short sale that required renovation. Mr. Bender told his tenants at 3013 Pomona that if any of their friends needed a place to live this other property was going to be ready to rent in August 2010. Mr. Bender was contacted by other football players who wanted to rent the Arnold Street hours. Coach Chudy had no involvement in “obtaining, securing or soliciting” the Arnold Street house for student athletes. See Statement of Randy Bender.

• The student athletes entered into rental agreements with Mr. Bender and paid their own rent and utilities. See Statement of Randy Bender.

• The houses rent for $1,000 per month. The student athletes paid fair market value for the rental properties. See Comparable Rental Study attached.

**Conclusion:** There was no subsidy. There was no “obtaining, securing, or soliciting of housing for a prospect.”

**Error No. 4:** The Commissioner found a violation of Bylaw 2.11.3 relating to “inducements.” The evidence does not support such a finding.

First, it is an expressly permissible recruiting activity to provide unsolicited information about housing to students within the recruiting area. Bylaw 2.1(D). Second, it is expressly permissible to provide information about housing in response to an inquiry from a student outside the recruiting area. Bylaw 2.4.2. Coach Chudy did not provide information to students outside of these rules. See Statements of Jeff Chudy and Burt Armstrong. There is no evidence to the contrary. The College has not been informed of any evidence of who is alleged to have used the prospect of housing for recruitment purposes, nor how or when such a violation is believed to have happened.

**Conclusion:** There was no inducement.

**Error No. 5:** The Commissioner found a violation of Bylaw 2.11.4 relating to special privileges. The evidence does not support such a finding.

The Bylaws do not define what constitutes a “special privilege;” they only provide examples of what does not constitute a “special privilege.” Accordingly, the Bylaws in this regard are vague and do not adequately put members on notice of what is prohibited. To the extent that a “special privilege” is a “service” not available to all students, we do not think the evidence supports such a finding here:
Mr. Bender’s tenants pay him at the first of the month. With students, the payment is often in cash. See Statement of Randy Bender.

Because Mr. Bender is frequently out of town and does not want cash left in his mailbox, he requested his student tenants to leave their rent payments at the football office where he could pick them up when he returned. See Statements of Randy Bender and Jeff Chudy.

At the request of Mr. Bender, Coach Chudy did nothing more than put the payments in an envelope and hold them until Mr. Bender came to get them. If someone did not pay their rent, Coach Chudy did not “collect” it and he did not “deliver” the rent payments to Mr. Bender. See Statements of Randy Bender and Coach Chudy.

**Conclusion**: Holding an envelope on behalf of a student for pickup by a third party hardly constitutes special privilege. Any college program’s office might do the same on behalf of one of its students. There is no evidence of special privilege.

**C. Meals**

**Error No. 6**: The Commissioner found a violation of *Bylaw 2.11.2* (including B) relating to subsidies arising from a “weekly meal.” The facts do not support the existence of a subsidy.

The Bylaws forbid as a “subsidy” paying for or providing a “student athletes’ tuition, fees, housing, meals, books, supplies, transportation, student body cards, laundry service, clothing, groceries, telephone calls, etc.” *Bylaw 2.11.2(B)*. There is no assertion here that the College provided football players with meal cards at either no or reduced cost, or similar ongoing benefit which subsidized the student athletes’ attendance in school. The facts are as follows:

- There were 10 discrete barbeques held on certain Thursdays for the football team by various community members; they were not weekly. See Statement of Jeff Chudy.
- At the barbeque, the community member would usually make a presentation on their occupation or business, their time at Bakersfield College, and/or the importance of public service and giving back to community. See Statement of Jeff Chudy.
- The barbeques were held on certain Thursday evenings, usually before a team community service activity on a Friday. The barbeques were intended to motivate the student athletes about community service. In 2012, the football team engaged in several community service activities including Read-A-Loud and Read Across America programs at local elementary schools, visiting the Ronald McDonald House at Memorial Hospital, and conducting a home visit for a Make-A-Wish youngster. See Statement of Jeff Chudy.

**Conclusion**: These barbeques are the type of “Non-Athletic Activities” which should to be permitted under the Bylaws so long as they are “infrequent.” *Bylaw 2.11.4(G)* (specifically approving barbeques, camping trips, pizzas, meals, amusement park trips, sporting events, aquarium visits, senior center visits, team retreats, etc.). The Bylaws do not define “infrequent.” In the absence of a contrary definition, Coach Chudy had no reason to know that 10 discrete barbeques over the course of a year would amount to a subsidy, particularly when “barbeques” are identified as one of the specifically permitted activities. See Statement of Jeff Chudy. It is unfair to punish the students,
staff and College when the rules are vague and do not reasonably inform members of what will be considered “infrequent” special events. There is no evidence of subsidies.

**Error No. 7:** The Commissioner found a violation of *Bylaw 2.11.4* relating to “special privileges” arising from a “weekly meal.” The evidence does not support the existence of a “special privilege.”

As stated above, the barbeques were “Non-Athletic Activities” which Coach Chudy believed to be “infrequent” special events permitted by the Bylaws. These “Non-Athletic Activities” do not have to be available to the entire student population. *Bylaw 2.11.4(G)*.

*Conclusion:* Based upon the facts and evidence set forth above, and incorporated here by reference, the barbeques do not constitute “special privileges” under the Bylaws and it would be unfair and unreasonable to punish the students, staff and College when the rules do not specifically define “infrequent.”

**Error No. 8:** The Commissioner found a violation of *Bylaw 2.11.4(B)(3)* relating to the provision of a “pre-game meal before home games.” The finding does not take into account the mitigating facts and circumstances of the “meal.” The facts are as follows:

- There are usually five home games in a season.
- At home games, student athletes typically arrive at the stadium approximately 3.5 hours before game time to attend meetings, get taped, and prepare. See Statement of Jeff Chudy.
- A local restaurant donated a pan of noodles with sauce and dinner rolls. See Statement of Jeff Chudy.
- The food was placed on a table in the locker room where players could choose to have something to eat while getting ready. See Statement of Jeff Chudy.
- There was no organized gathering, a formal meal, selection from a menu at a restaurant, or multiple courses. See Statement of Jeff Chudy.
- This was simply the availability of complex carbohydrates before an athletic competition.

From the perspective of our coaching staff, this was the provision of fuel for physical exertion, not a “meal” with bells and whistles, and certainly not a subsidy since it occurred only five times. The Conference and Commission must acknowledge that a coaching staff has the ethical duty to provide a safe environment for competition. *See CCCA Code of Professional Conduct and Ethics, Standard 2.* Nutrition and hydration are part of a safe environment for sport. See Statement of Jeff Chudy. No one can reasonably dispute that.

Furthermore the Bylaws are specifically inequitable in regard to pre-game meals between the home team and visiting team. *Bylaw 2.11.4(B)(1), (3).* The latter is allowed to have a pre-game meal provided, the former is not. These Bylaws do not promote a level playing field with regard to game-time nutrition and are outdated. For example, under the NCAA regulatory scheme, collegiate athletes may receive meals in conjunction with home competition.

*Conclusion:* Given the truly rudimentary nature of having a pan of noodles and a plate of rolls sitting in the locker room, it is quite a stretch to call these “pre-game meals” or a subsidy. Even if this were viewed as a minor technical infraction of an outdated rule, it is in no way reasonable as a basis for
or proportional to the extraordinarily harsh penalties to be levied, including forfeiture, suspension and annulment of a state championship.

D. Student Ineligibility

Error No. 9: The Commissioner ruled that all student athletes who performed work paid for by the Helmet Club or who lived in housing “facilitated” by Coach Chudy were “ineligible athletes” under Bylaw 7.4.12.3 and required forfeiture of each contest in which they participated. This conclusion is not supported by the Bylaws and the Commissioner exceeded his authority.

Bylaw 7.4.12.3 provides: “The penalty for the participation of an ineligible athlete in any contest shall include, but need not be limited to, the forfeiture of the contest(s) in which the athlete participated.” Bylaw 1 defines student-athlete eligibility. Eligibility is specifically defined as (1) amateurism, (2) academic eligibility, and (3) number of seasons of competition. Unlike the NCAA’s rules, there is no provision in the Commission’s eligibility bylaw that declares an athlete ineligible because he or she received a subsidy, inducement or special privilege. To penalize the students, staff and College for a definition of eligibility which is not contained within the rules violates due process and fair procedure. The Commissioner was without authority to invoke the forfeiture penalties of 7.4.12.3 for these alleged violations. Consequently, the President of the CCCAA was without authority to invoke additional penalties based on the forfeiture.

Conclusion: Students were eligible for all games that they played.

E. Penalties and Sanctions

Error No. 10: The sanctions/penalties imposed (voiding all regular season wins for 2011 and 2012 seasons; two years of probation, loss of post-conference competition in 2013, and voiding all post-conference wins including the 2012 State Championship) are excessive, disproportionate and not supported by the Bylaws.

With regard to voiding all regular and post-season wins for the prior two years, this punishment is stated to be premised on the erroneous finding that football players who worked in jobs funded by the Helmet Club or lived in housing “facilitated” by Coach Chudy are “ineligible” under Bylaw 1. As stated above, the CCCAA Bylaws do not define eligibility or ineligibility according to receipt of subsidies, inducements, or special privileges, and are distinguished from the NCAA rules in this regard. It is a violation of due process and fair procedure to impose discipline for rules which do not exist.

The imposition of two years of probation also violates the Bylaws. Bylaw 7.3.3 states that one year of probation may be imposed. Again, due process and fair procedure requires that the Bylaws be followed.

The imposition of the entire package of punishments violates the concepts of fairness and appropriate penalties for several reasons. First, the due process procedures in Bylaw 7.4 have not been followed. The College did not receive notice of the allegations against it at any time before the May 14, 2013 findings were made and punishments imposed. For example, the College never...
received the dates, times, locations, and identities of persons involved in the alleged recruiting violations.

The CCCAA President’s letter drew conclusions about the “extensive and long-standing” nature of alleged infractions at the College. These findings were not supported by any evidentiary detail. Findings which are not supported by the evidence are inconsistent with due process and fair procedure. If on the other hand, the Commission internally had the knowledge or perception that the college was not following policy but did not appropriately act on that knowledge, it unfairly placed the college in jeopardy. It would be a further violation of due process to base sanctions in whole or in part on that knowledge or perception of the long-standing nature of alleged violations.” See statement from Vice President Zav Dadabhoy.

In light of the infractions which are actually supported by the evidence and the Bylaws (a special privilege as to work opportunities and food before home games) the package of sanctions imposed are excessive. Such expansive penalties might be appropriate where there are extensive recruiting and competitive advantage infractions, but that is not the case here. It appears that a shotgun has been used to crack a nut. This College does not have a history of discipline issues or disregard for the rules. The package of punishments imposed is unprecedented and unwarranted.

V. Conclusion

I would like to reiterate the position I stated in my May 13th letter: We believe that CCCAA should hold Bakersfield College responsible, not the students. Students did perform the work that they were paid for and the housing was rented at market rates. The sanctions that we propose

1. The BC Football program shall be on probation for one year
2. BC submit regular reports to SCFA

will appropriately hold the college administration accountable for the failures but will not unfairly penalize the students.

We look forward to meeting the members of the SCFA Appeal Board at a full testimonial hearing.

Sincerely,

Sonya Christian
President
Bakersfield College
http://www.bakersfieldcollege.edu/president/
June 12, 2013

Via Electronic Mail

Index of Appendices

1. Statement from Jeff Chudy
2. Statement from Randy Bender
3. Statement from Burt Armstrong
4. Statement from Zav Dadabhoy
5. Statement from Glen Fields
6. Comparable Rental Properties
STATEMENT OF JEFF CHUDY

1. I am the Head Football Coach at Bakersfield College and have held this position since 2004.

   HOUSING

2. I never obtained, secured or solicited housing for a prospect or student athlete in our football program.

3. I knew that some of our students shared two rental houses owned by the same individual, Randy Bender. The students in these houses appeared to fill vacancies by word of mouth with their teammates. The students contracted directly with the property owner to become tenants.

4. Sometimes the students in these houses would let me know if they were looking for a roommate. If one of my players asked about housing, I would direct them to go talk to whoever told me about the vacancy. When I was asked by recruits or students at other schools about housing, I would generally tell them that there are a lot of rental units near the campus and availability is not a problem. I recall one instance where an uncle of a recruit from outside our recruiting wanted specific housing suggestions and I referred the uncle to Mr. Bender to see if he had a vacant property. I have never represented to any recruit, student or relative that the football program provided housing.

5. These two houses have not been occupied exclusively by out-of-area players. For example, last year the houses had at least two tenants who were local.

6. At some point in the last few years, Mr. Bender called me and asked if his tenants could drop their rent off in the football office and he would come and pick it up when he returned. He explained he would be out of town at the first of the month. I told him that wouldn’t be a problem. The kids dropped their rent off, I put it in an envelope and held it until Mr. Bender stopped by. Over time, this became a semi-regular occurrence because Mr. Bender was apparently out of town a lot. I never considered that I was doing anything other than extending a courtesy to Mr. Bender who did not want cash sitting in his mailbox.
EMPLOYMENT

7. To my knowledge, student athletes were never provided wages for work they did not perform or paid an excessive wage for work performed.

8. I was aware that the Helmet Club funded odd jobs around campus for student athletes. The work involved helping our facilities crew. If someone in our program told me that they needed a job, I sent them to see the facilities manager, Glen Fields. Fields assigned students work involving event set-up and take-down, mopping floors, picking up trash, cleaning weight rooms, concessions, and other jobs around campus. Fields would record the students’ time and monitor their work. He would provide me time cards which I then sent to the Helmet Club, who paid the students. My understanding is that the students were paid minimum wage, $8.00/hour.

9. I never used the prospect of jobs with our facilities staff in any recruitment contact. If I was contacted by a student from outside our recruiting area and asked about employment opportunities, I would say generally that “work study” may be available. I don’t recall a time where I was asked for any more specific information by a recruit or prospect about employment opportunities.

MEALS

10. The football program has participated in a number of barbeques put on by different members of the community. At the event, the barbeque sponsor will typically do presentation about who they are, their business/career, their time as a student at Bakersfield College, and the importance of community service and giving back. We timed these barbeques to occur on a Thursday evening after practice because it was often a prelude to a team community service activity we performed on a Friday. Last year, our community service activities included a Read-A-Loud program at North Rosedale Elementary, a Read Across America program at Lakeside Elementary, a visit to Ronald McDonald House at Memorial Hospital, and a home visit with a Make-A-Wish youngster.

11. Contrary to what others have assumed, these barbeques were not weekly. Last year, we had a total of 10 barbeques.

12. I believed the barbeques to be allowed under the Bylaws as an infrequent special event. These appeared to me to be the type of educational, teambuilding activities specifically allowed in the Bylaws, which also specifically mention “barbeques.” I did not consider 10 barbeques spread out over the course of a 16 week season or year to be “frequent.” No one ever provided a definition of “frequent” or “infrequent.”
13. With regard to pre-game meals, it is true that a local restaurant donated a pan of pasta noodles with sauce and dinner rolls before our home games. The food was placed on a table in the locker room and the students could help themselves if they needed food. I do not consider these “meals” because we did not come together as a group to eat, we did not go to a restaurant, we did not order off a menu, and we did not enjoy multiple courses. This was not a mandatory activity.

14. I considered this food fuel (complex carbohydrates) for athletes who arrived 4 hours before game time for meetings, getting taped, and preparation. As a coach, I have to provide a safe environment for sport and consider nutrition and hydration sound safety practices. I believe there is a liability issue with regards to the nature of the sport, the conditions we compete under [high heat index] with relations to the risk of Heat related health issues [cramps, exhaustion, stroke, etc.] This practice follows ACSM Guidelines. This was not an elaborate spread of food and cannot reasonably be considered an enticement to play for Bakersfield.

15. I am willing to testify about each of the foregoing topics and explain why I believe our program does not merit the extreme sanctions imposed.

Dated this 12th day of June, 2013.

JEFF CHUDY
STATEMENT OF RANDY BENDER

1. This statement is given in connection with the appeal of sanctions imposed on the football program of Bakersfield College.

2. I attended Bakersfield College for three months in 1965, before I entered the military. I have never been involved with the College’s football program or the Helmet Club and do not consider myself a follower or fan of the program. I do not have any sort of social or professional relationship with Coach Jeff Chudy.

3. I invest in residential real estate and own five rental properties in the Bakersfield area. Two of these properties have been occupied by tenants who have told me they play football at Bakersfield College.

4. In 2009, I bought a house located at 3013 Pomona Street in Bakersfield. This house is near the College’s campus. When I purchased the house it was already occupied by renters who told me they were football players at the College. I continued their tenancy.

5. In 2010, I purchased a house located at 2825 Arnold Street in Bakersfield. This house is also near the College’s campus. This house was purchased in a short sale and required some renovations before it was ready to rent out. I told my tenants on Pomona Street that I was going to have another house available to rent near the Campus in August 2010 if they had friends who might be interested. I was subsequently contacted by students/football players who were referred by my other tenants and interested in the Arnold Street property.

6. Coach Jeff Chudy has never contacted me about providing housing for football players.

7. I rent each house for $1,000/month. They are mid-century, three bedroom homes. I permit four or five students at each house. I enter into a rental agreement with each student who rents from me. I have attached two of the agreements, one for each property at issue, as an exhibit.

8. My student tenants often pay their monthly rent in cash. If I am in town, I tell the students that I will be by on a certain day after the first of the month to pick up the rent. This allows me to see the property and ensure that it is being maintained in good condition. If I am out of town, usually because I am over on the coast, I ask the students to leave their rent payments in an envelope in the football office where I can stop and pick them up when I am back in town. I have asked them to do this as a courtesy to me so that they do not leave cash in my mailbox. I am sickened by the thought that this favor I asked of them has had anything to do with the loss of their championship.
9. Coach Jeff Chudy has never had any responsibility for collecting rent from the students to whom I rent and I have no knowledge that this ever occurred. Further, Mr. Chudy has never delivered the rent payments to me. I come and pick them up at the office.

10. I am willing to testify to any of the foregoing and more if it helps to clear up the false assumptions about my properties.

Dated this ___ day of June, 2013.

Randy Bender
RENTAL AGREEMENT
(MONTH TO MONTH TENANCY)

THIS AGREEMENT, entered into this 1 day of August 2011, by and between

[Name] and [Name]

called respectively lessor and lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of lessee, said lessor does hereby demise and let unto the lessee, and lessee hires from lessor for use as a residence those premises described as

3013 Rocklin St, Reverefield, California, for a

tenancy from month-to-month commencing on the 1st day of August 2011

at a monthly rental of $500, due on the 1st day of each and every month.

It is further mutually agreed between the parties as follows:

1. Said premises shall be occupied by no more than ___ adults and ___ children.
2. Lessee shall not keep or permit to be kept in said premises any dog, cat, parrot, or other bird or animal.
3. Lessee shall not violate any city ordinance or state law in or about said premises.
4. That all alterations, additions, or improvements made in and to said premises shall, unless otherwise provided by written agreement between the parties hereto, be the property of lessor and shall remain upon and be surrendered with the premises.
5. Lessee shall sublet the demised premises, or any part thereof, or assign this agreement without the lessor's written consent.
6. Any failure by lessee to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, shall at the option of the lessor, and after lawful notice given, forthwith terminate this tenancy.
7. Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to the lessor in as good condition as when received, ordinary wear and damage by the elements excepted.
8. Except as to any condition which makes the premises untenantable, lessor hereby waives all right to make repairs at the expense of lessee as provided in Section 1942 of the Civil Code of the State of California, and all rights provided in Section 1941 of said Civil Code.
9. The ___ A ___ agrees to properly cultivate, care for, and adequately water the lawn, shrubbery, trees and grounds.
10. The ___ A ___ shall pay for all water supplied to the said premises. The lessee shall pay for all gas, heat, light, power, telephone service, and all other services, except as herein provided, supplied to the said premises.
11. Nothing contained in this agreement shall be construed as waiving any of lessee's rights under the laws of the State of California.
12. This agreement and the tenancy hereby granted may be terminated at any time by either party hereof by giving to the other party not less than 30 days prior notice in writing.
13. The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

Reminds: NO PARTIES - NO PETS - I HAVE RECEIVED MENT

FOR THE FOLLOWING MONTHS: 8/11 9/11 10/11 11/11 12/11 1/12 2/12 3/12

4/12 5/12 6/12 7/12 8/12

NOTICE: The California Department of Justice, sheriffs' departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a '900' telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the '900' telephone service.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

[Signature]
Lessor

[Signature]
Lessee

WOLCOTTS FORM 1030 - (lease class 6-1P)
RENTAL AGREEMENT - REV. 7-99
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RENTAL AGREEMENT
(MONTH-TO-MONTH TENANCY)

THIS AGREEMENT, entered into this 1st day of August, 2011, by and between

Kenneth B. Carson
and
Mr. Bender
hereinafter called respectively lessor and lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained in the premises, said lessor hereby demises and let unto the lessee, and lessee hires from lessor for use as a residence those premises described as Single Family Home located at 2836 ARNOLD Street, Balboa, California, for a tenancy from month-to-month commencing on the 1st day of August, 2011, at a monthly rental of $200.00, payable monthly in advance on the 1st day of each and every month.

It is further mutually agreed between the parties as follows:

1. Said premises shall be occupied by no more than 8 adults and 8 children.
2. Lessee shall not keep or permit to be kept in said premises any dog, cat, parrot, or other bird or animal.
3. Lessee shall comply with any city ordinance, state law or of said premises.
4. That all alterations, additions, or improvements made in and to said premises shall, unless otherwise provided by written agreement between the parties, be the property of the lessor and shall remain upon and be surrendered with the premises.
5. Lessee shall not sublet the described premises, or any part thereof, or assign this agreement without the lessor's written consent.
6. Any failure by lessee to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, shall be the option of the lessor, and after thirty (30) days' notice given, forthwith terminate this tenancy.
7. Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises in as good condition as when received, unless wear and tear by the elements occurred.
8. Except as to any condition which makes the premises intolerable, lessee hereby waives all right to make repairs at the expense of lessor as provided in Section 1942 of the Civil Code of the State of California, and all rights provided in Section 1941 of said Civil Code.
9. The lessee agrees to properly cultivate, care for, and adequately water the lawn, shrubbery, trees and grounds.
10. The lessee shall pay for all water supplied to the said premises. The lessee shall pay for all gas, heat, light, power, telephone service, and all other services, except as herein provided, supplied to the said premises.
11. Nothing contained in this agreement shall be construed as waiving any of lessor's rights under the laws of the State of California.
12. This agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than 30 days' prior notice in writing.
13. The prevailing party in an action brought for the recovery of rent or other monies due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done in connection therewith, including, but not by way of limitation, reasonable attorney's fees.
14. Remains No Pets. Reasonable respect on broken windows, doors, damage or disposal.

NOTICE: The California Department of Justice, the department of justice, any police department, any other local law enforcement authority, and any public access database containing the locations of persons required to register pursuant to subdivision (d) of Section 2942 of the Penal Code. The data base is updated quarterly and is a source of information about the presence of these individuals in any neighborhood. The California Department of Justice maintains a Sex Offender Identification List through which an individual is offender is listed on the Sex Offender Identification List. Information about these individuals is not publicly available through the Sex Offender Identification List.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

[Signatures]

Lessor

Lessee

WOLCOTT'S FORM 1290 - REV. E 7/99
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STATEMENT OF BURTON ARMSTRONG

1. I am a Certified Public Accountant and a principal partner in the accounting firm Brown Armstrong. On or about February 2013, I was engaged by Kern Community College District to conduct an audit with regard to an entity known as the “Helmet Club,” its relation to the Bakersfield College football program, and other issues involving the football program.

2. I produced an initial report to the District in late February 2013 and a supplemental report in March 2013. I have become aware that certain statements made by me in the reports, particularly the supplemental March report, have been misconstrued, misinterpreted or given a meaning they were never intended to have. I wish to correct some of those misperceptions which exist.

3. In the March 2013 report, I made the finding that Coach Chudy mentioned the availability of work study job opportunities to recruits. I never found or had any evidence to support a conclusion that Coach Chudy mentioned work study opportunities to out of area recruits. I also never found or had any evidence to support a conclusion that Coach Chudy mentioned the availability of specific jobs funded by the Helmet Club to recruits. The only thing that Coach Chudy said is that he would mention the availability of “work study” jobs, generally. We did not get into any specific instances of what he said, to whom, or under what circumstances.

4. In the March 2013 report, I made the finding that Coach Chudy said he mentioned that housing may be available to recruits. I never found or had any evidence to support a conclusion that Coach Chudy mentioned housing opportunities to out of area recruits. I also never found or had any evidence to support a conclusion that Coach Chudy mentioned the availability of specific off-campus homes to recruits. We did not get into any specific instances of what he said, to whom, or under what circumstances.

5. In the March 2013 report, I reported certain facts I gathered about the housing issue. When Coach Chudy told me that he had two off-campus houses occupied by football players, I did not conclude that he owned or had some financial interest in the houses. To the contrary, I understood that these homes were owned by a private individual. When Coach Chudy told me that he collected rent the rent and gave it to the owner, we did not discuss the details of how he did that. I did not acquire any evidence that he took affirmative collection steps, such as seeking out students who had not paid, versus simply holding on to the rent payments. I did not acquire any evidence that he took the rent payments to the owner versus the owner coming to pick up the payments.
6. With regard to the housing issue, I never obtained any evidence through interviews or otherwise that Coach Chudy obtained, secured or solicited those two rental units for football players.

7. In the March 2013 report, I reported certain facts about barbeques and pre-game meals. I reported that Coach Chudy said that barbeques were held every Thursday during football season. I did not obtain any information from Coach Chudy whether he was referring to the regular or extended playoff season, to game weeks or practice weeks, or how many barbeques were held in a year. We did not drill down to the number of barbeques actually held.

8. In my effort to provide a response under the tight timelines required by the District, I probably made some statements that were vague or ambiguous.

9. I am willing to testify about any of the matters set forth herein if necessary to correct the record.

Dated this 11th day of June 2013.

Burt Armstrong
STATEMENT OF DR. ZAV DADABHOY

1. I am the Vice-President for Student Affairs at Bakersfield College. I assumed this position on November 28th, 2012, and began supervision of the Athletics department on January 1, 2013.

2. While the “informal inquiry” was ongoing, I was informed by a faculty member and CCCAA liaison, Pam Kelley, that the President of the CCCAA, Carlyle Carter, had been “concerned” about Bakersfield College for a long time. Since I am new to Bakersfield College and California Community College Athletics, I sought a meeting with Mr. Carter to understand the nature of his alleged concerns, and to attempt to forge a working relationship.

3. On March 13, 2013, while the “informal inquiry” was still ongoing, I met with CCCAA President Carlyle Carter in Sacramento. Pam Kelley accompanied me on the trip and was present for a part of the meeting with Mr. Carter.

4. During the meeting, Mr. Carter and Ms. Kelley joked between themselves about the barbeques for the football program, which they both apparently knew had been occurring for years. It was clear from their interactions, and my own conversations with Ms. Kelley, that Mr. Carter and Ms. Kelley had an ongoing friendship and that the topic of the barbeque was an ongoing banter between them. In one particular version of the badinage between them, I recall that Mr. Carter had communicated that he was going to be in the Bakersfield area, one Thursday evening, and the topic of the barbeque was a part of the conversation between them, and framed as a joke about what was being grilled, so Mr. Carter could partake in that.

5. It was also clear to me that Mr. Carter and Ms. Kelley had previously discussed the alleged violations of the Bakersfield College Football program. These were shared
between them while Ms. Kelley sought advice from Mr. Carter about a personnel matter pertaining to Ms. Kelley.

6. I wondered to myself why Mr. Carter would not have raised the issue sooner if he knew the barbeques were occurring and believed them to be a violation of the Bylaws, and found it curious that he initiated an inquiry after Bakersfield College has won the State Football Championships.

7. While discussing the football inquiry, Mr. Carter stated that he believed the rules were “willfully” violated. He also indicated that based on his knowledge of the matter, there had been rule violations and we were going to lose our State Championship over them.

8. I believe that at the time of our meeting, Mr. Carlyle had formed judgments about the College that precluded him from being a neutral decision maker.

9. I am willing to testify about any of the foregoing discussion.

Dated this 12th day of June, 2013.

Zav Dadabhoy, Ph.D.  
Vice President for Student Affairs  
Bakersfield College
STATEMENT OF GLEN FIELDS

1. I am employed by the Kern Community College District as Facility Custodial Coordinator and have been employed by the District for 30 years.

2. For approximately the past three years, I have been employed at Bakersfield College. Part of my duties involved overseeing the cleaning and maintenance of various athletic facilities including the gym and weight room.

3. During my time at Bakersfield College I have supervised student workers who were members of the football team. These students performed a variety of janitorial services under my supervision. They set up and took down tables and chairs, moved furniture and equipment, swept and picked up litter and cleaned athletic equipment in the weight room. The events that the students assisted with included: academic decathlon set-up and take-down of tables, chairs and sound and sound; junior high school functions set-up and take-down of tables, chairs, and sound; volleyball set-up and take-down of tables, nets, chairs and sound, etc.; basketball set-up and take-down of tables, chairs and sound; and clean-up following all events by picking up trash, sweeping or dry mopping. The janitorial duties performed by the students included picking up trash in the pool area, cleaning mirrors and equipment in the weight room, and sweeping and mopping in the gym and exercise facilities.

4. I would record the time for each student on a time card and give the time cards to Coach Jeff Chudy. Attached are examples of the timecards I maintained.

5. I assigned the students work and supervised them to ensure they completed the tasks assigned. I did not work the students “to death” but the students were kept busy doing regular janitorial work at all times. I recorded the time they actually worked.

6. In my previous school assignments in the District, I have similarly supervised student workers who performed facilities maintenance work around campus. These had been federal work study jobs until the funding for them disappeared. The work performed by the Bakersfield student athletes was not different than the work performed previously at other schools by work study students under my supervision.

7. I am willing to testify to any of the foregoing if called upon.

Dated this 11th day of June 2013.

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29th Nov 2012

NAME: Spring E
Comparable Rental Properties
Near Campus
- $1100 / 4br - 1500ft² - 4 bd/2 bth house near BC (Arnold Street)

4 bedroom / 1.75 bath near BC and Columbus

Indoor laundry room
Central air and Swamp cooler
Automatic sprinkler system

Rent - $1100/month with a $1000 deposit

$35/application fee per adult
1 year lease

Call 322-1945 to make an appointment

Arnold Street at Columbus (google map / yahoo map)

- Location: Arnold Street
  - it's NOT ok to contact this poster with services or other commercial interests

Posting ID: 3757780028  Posted: 2013-06-21, 1:24PM PDT  email to a friend

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams, deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen More info
Arnold St, Bakersfield, CA 93305

1. Head west on Noble Ave toward Pomona St
   About 1 min
   go 0.2 mi
   total 0.2 mi

2. Turn right onto Haley St
   About 2 mins
   go 0.7 mi
   total 1.0 mi

3. Turn right onto Panorama Dr
   Destination will be on the right
   go 0.2 mi
   total 1.2 mi

Bakersfield College
1801 Panorama Dr, Bakersfield, CA 93308

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
Available now!
Deposit is same as rent.
This 3 bed, 1 bath home has a large lot for RV parking on a quiet street located off Haley and Bernard.
The home has a swamp cooler that blows cool air throughout the home with central venting.
Large kitchen.
Tile flooring throughout with carpet in the bedrooms.
Large indoor laundry room.
Decent size sheds for extra storage in back.
Nice covered patio for entertaining.
Gated yards.
Gardening is included.
Outside pet or Small indoor pet okay on case by case basis.

Qualifications:

No evictions
* At least two years verifiable rental history
Income must be at least three times the amount of rent for houses, 2 1/2 times the amount of rent for apartments
No criminal convictions or arrest in some cases
No vicious breed dogs are accepted
* Must have been on current job for 6 months or longer, or permanently disabled
* Failure to meet applicable qualifications will result in the requirement of a co-signer and/or higher deposit amount.

Call for address. Blocked numbers will not be answered. Drive by the location before setting up an appointment to view the inside.
$25.00 credit check fee is required for each applicant 18 years of age or older.

Call Char @ 66one 74two-5fourn24

* Location: East Bakersfield
* it's NOT ok to contact this poster with services or other commercial interests


Statute a discriminatory preference in a housing ad is illegal - please flag such posts as prohibited More info

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5/24/2013 4:47 PM
Avoid scams, deal locally! DO NOT wire money (Western Union, MoneyGram), or rent a unit sight unseen. More info.
Directions to Bakersfield College
1601 Panorama Dr, Bakersfield, CA 93308
1.7 mi – about 5 mins

https://maps.google.com/maps?f=d&source=s_d&addr=Haley+and+...
1. Head north on Haley St toward Bernard St
   About 4 mins
   go 1.5 mi
   total 1.5 mi

2. Turn right onto Panorama Dr
   Destination will be on the right
   go 0.2 mi
   total 1.7 mi

Bakersfield College
1801 Panorama Dr, Bakersfield, CA 93308

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Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
- $900 / 3br - NE -3+2 - Cute house, Just remodeled, large yard, 2 car garage, (NE Bakersfield)

House will be ready in just a few days. Getting a nice rehab, new paint, carpet and much more!! Home is on a corner lot with a large yard and has a 2 car garage!!

Address is 1201 Jeffrey Street.

Please call Bob at 204-4123 to view and get application.

Jeffrey (cooke.map2@yahoo.com)

- cats are OK - purr
- dogs are OK - woof
- Location: NE Bakersfield
- it's NOT ok to contact this poster with services or other commercial interests

Posting ID: 3823902786  Posted: 2013-05-23, 8:21AM PDT  email to a friend

Starting a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams, deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen More info

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5/24/2013 3:31 PM
1. Head west on Jeffrey St toward Nelson St
   About 58 secs
   go 0.3 mi
   total 0.3 mi

2. Turn right onto River Blvd
   About 3 mins
   go 1.0 mi
   total 1.2 mi

3. Turn right onto Panorama Dr
   Destination will be on the right
   About 2 mins
   go 0.7 mi
   total 2.0 mi

Bakersfield College
1801 Panorama Dr, Bakersfield, CA 93308

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
- $850 / 3br - 1100ft² - Large lot near Haley and Bernard (1516 La Naranja)

Available now! Move-in special: Half off first months rent. Three bed, 1 bath with tile flooring and carpet, custom paint, indoor laundry, RV parking, very efficient cooler, and more. Easy qualifying with proof of income and no evictions. Drive by the home before calling to schedule an appt.

(661) 74two-542four

- Location: 1516 La Naranja
- it's NOT ok to contact this poster with services or other commercial interests

Posting ID: 3794002152    Posted: 2013-05-09, 2:28AM PDT    email to a friend

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams, deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen More info
1516 La Naranja Ave, Bakersfield, CA 93305

1. **Head east on La Naranja Ave toward Lynn St**  
   - go 200 ft  
   - total 200 ft

2. **Turn right onto Lynn St**  
   - go 492 ft  
   - total 0.1 mi

3. **Take the 1st right onto Bernard St**  
   - About 47 secs  
   - go 0.2 mi  
   - total 0.3 mi

4. **Slight right to stay on Bernard St**  
   - go 1.35 ft  
   - total 0.3 mi

5. **Turn right onto Haley St**  
   - About 4 mins  
   - go 1.4 mi  
   - total 1.8 mi

6. **Turn right onto Panorama Dr**  
   - Destination will be on the right  
   - go 0.2 mi  
   - total 2.0 mi

**Bakersfield College**  
1801 Panorama Dr, Bakersfield, CA 93308

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
$680 / 3br - 850 ft² - HOUSE FOR RENT (1624 PACIFIC ST)

HOUSE FOR RENT. $680 PER MONTH + $680 DEPOSIT. 3 BEDROOMS, 1 BATHROOM, LARGE FENCED IN BACK YARD. PLENTY OF PARKING SPACE. 1624 PACIFIC ST. CALL 661-871-5836. 3BR /1BA 850ft² house

- cats are OK - purr
- dogs are OK - woof
- Location: 1624 PACIFIC ST
- It's NOT OK to contact this poster with services or other commercial interests

Posting ID: 3820376734  Posted: 2013-05-21, 3:17PM PDT  email to a friend

Steering a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams. Deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen More info

© 2013 craigslist help terms privacy safety feedback about jobs
1624 Pacific St, Bakersfield, CA 93305

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<tbody>
<tr>
<td>1. Head <strong>west</strong> on Pacific St toward Williams St</td>
<td>go 0.2 mi</td>
<td>total 0.2 mi</td>
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<td>About 55 secs</td>
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<td>2. Take the 3rd right onto Haley St</td>
<td>go 2.0 mi</td>
<td>total 2.2 mi</td>
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<td>About 6 mins</td>
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<tr>
<td>3. Turn right onto Panorama Dr</td>
<td>go 0.2 mi</td>
<td>total 2.4 mi</td>
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<td>Destination will be on the right</td>
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**Bakersfield College**

1801 Panorama Dr, Bakersfield, CA 93308

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
Pretty Street, Great House

- $1100 / 3br - 1350ft² - Pretty Street, Great House (Bakersfield)

This charming home has a wonderful backyard with lots of fruit trees and shade trees. Its house offers classic electric stove with two ovens, fridge, central heat and air as well as washer dryer hook-ups. This house has hardwood floors in two bedrooms and new carpet in the living room, dining room, hall, and master bedroom.

Property Features

- Year Built: 1949
- 3 total bedroom(s)
- 2 total full bath(s)
- 1350 sq. ft
- Double car garage
- Heating features: Central
- Central air conditioning

Equipment

Dishwasher, Gas Water Heater, Electric Range, Refrigerator, water softener, Alarm (extra)

Interior features

Custom Shower Door, Glass Front-Door Screen, and Large Drawers Under Closets

Exterior features

Large Backyard, Numerous Fruit Trees, Dusk-to-Dawn Exterior Lighting

Neighborhood features

Well-maintained street, Established Neighborhood Watch, Near Green Frog Market and Garces High

RENTAL COSTS:

Rent: $1100
Deposit: $1100
Credit Report: $25

INCLUDES: Garbage, water, monthly water softener service, and front yard lawn service.

Drive by but DO NOT BOTHER RESIDENTS and DO NOT TRESPASS on the yard/sidewalk/driveway.

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62

5/24/2013 2:58 PM
This property is managed by real estate broker Jo Ann Georgio.

SORRY - CATS ARE NOT ALLOWED
Credit Check and Proof of Income are Required

2118 Sacramento St (map it) (phone)

- dogs are OK - woof
- Location: Bakersfield
- it's NOT ok to contact this poster with services or other commercial interests

Posting ID: 3747787283   Posted: 2013-04-16, 3:23PM PDT   email to a friend

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams. deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen More info
**Bakersfield College**
1801 Panorama Dr, Bakersfield, CA 93308

<table>
<thead>
<tr>
<th>Step</th>
<th>Direction</th>
<th>Distance</th>
<th>Time</th>
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<tbody>
<tr>
<td>1.</td>
<td>Head west on Panorama Dr toward Haley St</td>
<td>go 1.3 mi</td>
<td>total 1.3 mi</td>
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<td></td>
<td>About 3 mins</td>
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<td>2.</td>
<td>Turn left onto Alta Vista Dr</td>
<td>go 0.9 mi</td>
<td>total 2.2 mi</td>
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<td></td>
<td>About 3 mins</td>
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<tr>
<td>3.</td>
<td>Turn right onto Irene St</td>
<td>go 0.2 mi</td>
<td>total 2.4 mi</td>
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<td></td>
<td>About 52 secs</td>
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<tr>
<td>4.</td>
<td>Take the 3rd right onto Sacramento St</td>
<td>go 0.1 mi</td>
<td>total 2.5 mi</td>
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<td>Destination will be on the right</td>
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2118 Sacramento St, Bakersfield, CA 93305

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
- $975 / 3br - Great Area, Great House with Hardwood Floors and Fireplace (229 Lincoln)

Great Area, Great House with Hardwood Floors and Fireplace

Great Area, Great House with Hardwood Floors and Fireplace...and nice private yard!

Current vacancy list and rental application available at:
www.rporent.com
www.rporent.com

(661) 325-2830 Open Saturdays
(661) 325-2830 Open Saturdays
(661) 325-2830 Open Saturdays

Come by our Mill Creek Office: 500 17th street and "S" street, just off Truxtun. We are near Mexicali Restaurant, the Amtrak Station, and Rabo Bank Convention Center... (661) 325-2830

We have several additional Houses and Apartments for rent from $400 to $1,600, come see our list.

- Location: 229 Lincoln
- It's NOT ok to contact this poster with services or other commercial interests

Posting ID: 3734670834  Posted: 2013-04-10, 7:56AM PDT  email to a friend

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams, deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen More info
229 Lincoln St, Bakersfield, CA 93305

1. Head west on Lincoln St toward Sacramento St
goto 0.3 mi	total 0.3 mi
About 1 min

2. Take the 3rd right onto Union Ave
goto 0.9 mi	total 1.2 mi
About 2 mins

3. Continue onto Panorama Dr
go 1.9 mi	total 3.0 mi
Destination will be on the right
About 3 mins

Bakersfield College
1801 Panorama Dr, Bakersfield, CA 93308

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
- $900 / 3br - 1400ft² - Ridgecrest (120 Lilac St.)

Spacious 3 bedrooms, 2 full bathrooms and one ½ bathroom town house. 2 car garage with roll up door and remote, indoor laundry, ceiling fans, all appliances are gas. Master cool for cooling and forced air for heat. This property is available now. Extra nice and very clean. 16’ tile downstairs and carpet upstairs. PLEASE NO PETS. Please call 805 654 0442/805 204 7404. Rent includes pest control, front landscaping and exterior water.

120 Lilac (google.map) (Yahoo.map)

- Location: 120 Lilac St.
- It's NOT ok to contact this poster with services or other commercial interests

Posting ID: 3759458811  Posted: 2013-04-22, 10:22AM PDT  email to a friend

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams, deal locally! DO NOT wire money (Wessex Union, Moneygram), or rent a unit sight unseen More Info
120 Lilac St, Bakersfield, CA 93308

1. Head east on E Roberts Ln toward E Roberts Ln
   About 56 secs
   go 0.2 mi
   total 0.2 mi

2. Take the Manor St S ramp
   go 0.2 mi
   total 0.4 mi

3. Merge onto Manor St
   About 1 min
   go 0.8 mi
   total 1.2 mi

4. Exit onto Access Rd/Panorama Dr
   Continue to follow Panorama Dr
   Destination will be on the right
   About 4 mins
   go 2.1 mi
   total 3.3 mi

Bakersfield College
1801 Panorama Dr, Bakersfield, CA 93308

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Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
Beautiful house located NE near Fairfax and HWY 178.
3 Bed, 2 bath + 2 car garage $1100 per month, $1100 deposit.
Features: New paint, new tile floors, master bedroom with walk-in closet, nice back yard, and much more.

Available now! Great neighborhood, this house is a must see!
Please call me at 818-5719338
For more pictures and info you can go to:
http://www.bakersfieldpropertymanagement.net/index.php/properties/residential/40-6711-1-valley-view-bakersfield-ca-us
The address is 6711 #1 Valley View, Bakersfield CA 93306 US

- cats are OK - pets
- dogs are OK - wood
- Location: N/E
- it's NOT ok to contact this poster with services or other commercial interests

Posting ID: 3723541110   Posted: 2013-04-04, 4:36PM PDT   Updated: 2013-04-16, 10:47AM PDT   email to a friend

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams, deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen More info
Directions to 6711 Valleyview Dr, Bakersfield, CA 93306
3.4 mi – about 8 mins

1. Head east on Panorama Dr toward Mt Vernon Ave
   About 6 mins
   go 2.7 mi
   total 2.7 mi

2. Turn right onto Fairfax Rd
   About 2 mins
   go 0.6 mi
   total 3.3 mi

3. Turn left onto Valleyview Dr
   Destination will be on the right
   About 45 secs
   go 0.1 mi
   total 3.4 mi

6711 Valleyview Dr, Bakersfield, CA 93306

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
- $825 / 3br - Downtown/Central - 3+1 - Like NEW! (Central Bakersfield)

Completely remodeled house downtown. New paint, carpet, tile, granite countertops and more! Home has a private yard and a 2 gar garage. Rehab will be complete this month for June 1st move in. Call Bob today at 204-4123 to view the home and get application. Won't last at only $825!!!

Address is 315 17th Street, Bakersfield CA

www.eHomesofBakersfield.com

17th Street at Union (google map) (yahoo map)

- cats are OK - purr
- dogs are OK - woof
- Location: Central Bakersfield
- it's NOT ok to contact this poster with services or other commercial interests

Posting ID: 3806623947  Posted: 2013-05-15, 8:06AM PDT  email to a friend

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams. Deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen More info
Directions to Bakersfield College
1601 Panorama Dr, Bakersfield, CA 93308
3.9 mi – about 10 mins
### 315 17th St, Bakersfield, CA 93301

1. Head **east** on **17th St toward V St**  
   About 2 mins  
   go 0.2 mi  
   total 0.2 mi

2. Turn left onto **Union Ave**  
   About 5 mins  
   go 1.9 mi  
   total 2.0 mi

3. Continue onto **Panorama Dr**  
   Destination will be on the right  
   About 3 mins  
   go 1.9 mi  
   total 3.9 mi

### **Bakersfield College**  
1801 Panorama Dr, Bakersfield, CA 93308

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Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
Fantastic 4-Bed & 2-Bath House is all BRAND NEW...very nice, very large (2495 Edison HWY)

Fantastic 4-Bed & 2-Bath House is all BRAND NEW...very nice, very large fenced yard.

You'll live like a king in this fantastic house.

4-Bedroom, 2-Bathroom house, all brand new, large master suite with bathroom, laundry room, central air conditioning, 20" ceramic tile floors, very large fenced yard.

Current vacancy list and rental application available at:
www.rpsrent.com
www.rpsrent.com

Would you believe there is more... the property also includes a separate playroom or office... this is heaven.

Shopping: we are directly across the street from the Fashion Valley Mall, movie theaters and restaurants!!!...Shopping.

Remember, you have our permission to rent out the 1-Bedroom apartment... it has always rented for over $500 and it rents FAST!!!....Total rent is $1,600 the renter pays you $500... your share is only $1,100!!!

Please come visit us... ... ... ... ... ... (661) 325-2830

Open SATURDAY, weekdays... ... ... ... here to help you (661) 325-2830.

Mill Creek Office: 500 17th street and "S" street, just off Truxtun. We are near Mexicali Restaurant, Rabo Bank Convention Center - Marriott Hotel, And Amtrak.

- Location: 2495 Edison HWY
- it's NOT ok to contact this poster with services or other commercial interests

Posting ID: 3777809156  Posted: 2013-03-01, 7:33AM PDT  email to a friend

Starting a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams: deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen More info
2495 Edison Hwy, Bakersfield, CA 93307

1. Head east on Edison Hwy toward Webster St

2. Take the 1st right onto Webster St
go 177 ft
total 285 ft

3. Take the 1st right onto Steele Ave
   About 50 secs
   go 0.2 mi
total 0.3 mi

4. Turn right onto Mt Vernon Ave
   About 8 mins
   go 3.0 mi
   total 3.3 mi

5. Turn left onto Panorama Dr
   Destination will be on the left
   About 1 min
   go 0.4 mi
   total 3.6 mi

Bakersfield College
1801 Panorama Dr, Bakersfield, CA 93308

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Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
- $1000 / 3br - 1220ft² - House For Rent (North Of The River)

NOR. Modern 3 bedroom + 1 3/4 bath. - Large Modern Kitchen With Bar - Covered patio in back yard - 2 Car garage with automatic open/close garage door, 3/4 bathroom in master bedroom - Fenced in back yard with 10 foot gate (to put a boat or trailer into back yard). Manual sprinklers front and back yard. Super nice home - No animals have been in the house - Not smoked in, $1000.00 / month - $1,000.00 security. 1 outside pet permitted (No Bull Dog) with $250.00 deposit. No smoking permitted in the house.

Drive by 900 Peral Ave. After you have driven by - Call 661-872-3800 or 661-301-3196 for appointment to view home.

- Location: North Of The River
- it's NOT ok to contact this poster with services or other commercial interests

Posting ID: 3819266219  Posted: 2013-05-21, 7:31AM PDT  email to a friend

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams, deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen More info
1. Head **west** on Portal Ave

2. Turn left toward Circle Dr
   - go 56 ft
   - total 56 ft

3. Take the 1st right onto Circle Dr
   - go 85 ft
   - total 0.1 mi

4. Take the 1st left onto Manor St
   - go 2.3 mi
   - total 2.2 mi
   - About 5 mins

5. Exit onto Access Rd/Panorama Dr
   - go 2.1 mi
   - total 4.4 mi
   - Continue to follow Panorama Dr
   - Destination will be on the right
   - About 4 mins

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**Bakersfield College**
1801 Panorama Dr, Bakersfield, CA 93308

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
- $950 / 3br - 1318ft² - NE Beauty Looking for you! 3 Bd 1.5 Ba 2 Car Garage. Call us Today! (East Bakersfield)

VERY IMPORTANT! VERY IMPORTANT! VERY IMPORTANT! VERY IMPORTANT

PLEASE READ THE ENTIRE AD BEFORE YOU CALL US WITH ANY QUESTIONS. ALL INFO YOU NEED IS ON THIS AD INCLUDING PROPERTY ADDRESS, SHOWING INSTRUCTIONS, RENT, DEPOSIT, QUALIFICATION REQUIREMENTS AND OUR OFFICE ADDRESS.

LOOKING FOR AN AFFORDABLE CLEAN 3 BD 1.5 BA HOUSE WITH A 2 CAR GARAGE. NORTH OF NILES ST ON FAIRFAX ROAD. WALKING DISTANCE TO RESTAURANTS, STORES, SCHOOLS, ETC. APPLY TODAY BEFORE IT'S GONE.

ADDRESS: 2405 FAIRFAX ROAD

RENT: $ 950.00
DEPOSIT: $ 500.00
ADDITIONAL PET DEPOSIT $ 250.00 IF APPLICABLE

SHOWING INSTRUCTIONS: DRIVE BY ONLY! MUST APPLY FIRST AND GET APPROVED. IF APPROVED WE WILL SCHEDULE A TIME TO SHOW YOU THE PROPERTY.

QUALIFYING TERMS

1. INCOME HAS TO BE TWICE THE RENT OR MORE
2. GOOD RENTAL HISTORY
3. NO EVICTIONS OR HARD CRIMINAL HISTORY
4. BAD CREDIT OKAY
5. OTHER TERMS OR CONDITIONS MAY APPLY

ITEMS NEEDED WHEN APPLYING

1. PROOF OF INCOME: LAST 2 CHECK STUBS, COPY OF ANY MONTHLY ASSISTANCE, ETC
2. COPY OF ID. AND SOCIAL SECURITY CARD
3. COMPLETED APPLICATION
4. $ 15.00 APPLICATION FEE PER ADULT
POWER HOUSE REALTY  
33 SOUTH REAL ROAD BAKERSFIELD, CA 93309  
DRE # 01202408  
661-837-9000 OFFICE 10:00 AM TO 5:00 PM  
661-201-4941 CELL 10:00 AM TO 8:00 PM CALL OR TEXT OK  
SE HABLA ESPANOL  
WE ALSO HAVE THESE OTHER PROPERTIES AVAILABLE  

Apartment in EB Bakersfield 1 Bd 1 Ba Rent $450.00 Deposit $450.00: 1916 Niles St  
House in SW Bakersfield 3 Bd 2 Ba 2 Car Garage Rent $1,100.00 Deposit $900.00: 1005 Russell Ave  
House in SW Bakersfield 3 Bd 1.75 Ba 2 Car Garage Rent $1,050.00 Deposit $900.00: 2012 Balboa Dr  
House with Pool & RV Parking in SW Bakersfield 3 Bd 1.75 Ba 2 Car Garage Rent $1,200.00 Deposit: 1426 Dodge Ave  
House in East Bakersfield 3 Bd 1.5 Ba 2 Car Garage Rent $1,000.00 Deposit $900.00: 2405 Fairfax Road  

Visit our Website at: https://ph-rentals.managebuilding.com  
Visit our Website at: https://bakersfieldrentals.managebuilding.com  
2405 Fairfax Road (see map below)  

- dogs are OK - woof  
- Location: East Bakersfield  
- it's NOT ok to contact this poster with services or other commercial interests  

Postage ID: 3740484241  
Posted: 2013-04-13, 12:02AM PDT  
Updated: 2013-05-18, 11:35AM PDT  
email to a friend  

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited. More info  

Avoid scams. deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen. More info  

5/24/2013 3:24 PM
<table>
<thead>
<tr>
<th>Step</th>
<th>Instruction</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Head north on Fairfax Rd toward Azalea Ave</td>
<td>go 1.7 mi, total 1.7 mi</td>
</tr>
<tr>
<td>2.</td>
<td>Turn left onto Panorama Dr</td>
<td>go 2.7 mi, total 4.4 mi</td>
</tr>
</tbody>
</table>

**Bakersfield College**

1801 Panorama Dr, Bakersfield, CA 93308

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
$1000 / 4 br - 1200ft² - Nice 4 bd 1 bath fully fenced yard (28th St)

Large 4 bedroom 1 bathroom house will fully fenced yard, dining area, storage shed and enclosed porch. PG&E, water paid by tenant garbage paid by owner. 1000 a month rent and 1000 dept. Please call Kisti 661-376-2714 READY TODAY

- Location: 28th St
- It's NOT ok to contact this poster with services or other commercial interests

4BR/1Ba 1200ft² apartment

Posting ID: 3825331581
Posted: 2013-05-23, 7:34PM PDT
small to a friend

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited. More info

Avoid scammers, deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen. More info
Directions to Bakersfield College
1801 Panorama Dr, Bakersfield, CA 93308
4.3 mi – about 8 mins

1. Head north on L St toward Golden State Rd
go 187 ft
total 187 ft

2. Turn right to stay on L St
   go 118 ft
   total 305 ft

3. Continue onto Golden State Ave
   go 0.4 mi
   total 0.5 mi

4. Slight right to merge onto CA-178 E toward Lake Isabella E
   go 2.1 mi
   total 2.6 mi

5. Take the Haley St exit
   go 0.3 mi
   total 2.9 mi

6. Turn right onto Haley St
   go 1.3 mi
   total 4.2 mi

7. Turn right onto Panorama Dr
   go 0.2 mi
   total 4.3 mi

Bakersfield College
1801 Panorama Dr, Bakersfield, CA 93308

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Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
$900 / 3br - 2604 Buddy Dr - Stan Brewer Realty (93306)

2604 Buddy Dr, Bakersfield, CA
3 BR/1 BA House

Price  $900/Month
Deposit $800
Terms  1 Year
Provided Trash
Laundry Washer/Dryer Hookups
Date Avail  05/15/2013
Phone Number (661) 327-4854
Sqft  920
Garage  1

Location: 93306
It's NOT ok to contact this poster with services or other commercial interests

Posting ID: 3791241986  Posted: 2013-05-07, 4:38PM PDT  Updated: 2013-05-08, 9:19AM PDT  email to a friend

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited More info

Avoid scams, deal locally! DO NOT wire money (Western Union, MoneyGram), or rent a unit sight-unseen More info

No contact info?  if the poster didn't include a phone number, email, or other contact info, craigslist can notify them via email.  Send Note.
Directions to Bakersfield College
1801 Panorama Dr, Bakersfield, CA 93308
4.3 mi – about 12 mins
2604 Buddy Dr, Bakersfield, CA 93307

1. Head east on Buddy Dr toward Quantico Ave
   go 367 ft
   total 367 ft

2. Take the 1st left onto Quantico Ave
   About 1 min
   go 0.4 mi
   total 0.4 mi

3. Turn left onto E California Ave
   About 1 min
   go 0.5 mi
   total 0.9 mi

4. Take the 3rd right onto Mt Vernon Ave
   About 8 mins
   go 3.0 mi
   total 4.0 mi

5. Turn left onto Panorama Dr
   Destination will be on the left
   About 1 min
   go 0.4 mi
   total 4.3 mi

Bakersfield College
1801 Panorama Dr, Bakersfield, CA 93308

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
$860 / 3br - 1200ft² - HOUSE FOR RENT (1507 EL SERENTO DR)

HOUSE FOR RENT: $860 PER MO + $860 DEPOSIT. 3 BEDROOMS, 1 1/2 BATHROOMS, 2 CAR GARAGE, FENCED IN YARD. 1200 SQ FT. NEAR SHOPPING MALL. 1507 EL SERENTO DR 93306. CALL 661-871-5836

- cats are OK - dogs are OK - location: 1507 EL SERENTO DR - it's NOT ok to contact this poster with services or other commercial interests

Post ID: 3819857126  Posted: 2013-05-21, 11:31 AM PDT  email to a friend

Stating a discriminatory preference in a housing post is illegal - please flag such posts as prohibited  More Info

Avoid scams, deal locally! DO NOT wire money (Western Union, Moneygram), or rent a unit sight unseen  More Info

© 2013 craigslist  help  terms  privacy  safety  feedback  about  cj jobs
1507 El Serento Dr, Bakersfield, CA 93306

1. **Head south on El Serento Dr toward Oregon St**
   - go 295 ft
   - total 295 ft

2. **Take the 1st right onto Oregon St**
   - about 1 min
   - go 0.3 mi
   - total 0.4 mi

3. **Take the 3rd right onto Oswell St**
   - about 4 mins
   - go 1.6 mi
   - total 2.0 mi

4. **Turn right onto Columbus St**
   - about 2 mins
   - go 0.8 mi
   - total 2.8 mi

5. **Turn left onto Panorama Dr**
   - destination will be on the left
   - about 4 mins
   - go 1.6 mi
   - total 4.3 mi

**Bakersfield College**
1801 Panorama Dr, Bakersfield, CA 93308

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on maps.google.com and click "Report a problem" at the bottom left.
$950 / 3br - 1350ft² - HOUSE FOR RENT (2209 GREENWOOD DR)

HOUSE FOR RENT. $950 PER MO + $950 DEPOSIT. 3 BEDROOM, 2 BATHROOMS, 2 CAR GARAGE, FENCED IN BACK YARD. NEAR SHOPPING CENTERS. 2209 GREENWOOD DR. CALL 661-871-5836

GREENWOOD DR at NILES (ground map by google maps)

- cats are OK - meow
- dogs are OK - woof
- Location: 2209 GREENWOOD DR
- it's NOT ok to contact this poster with services or other commercial interests

3BR /2Ba 1350ft² house
I have been informed that your appeal for an extension of the 10 day deadline to make your formal appeal of the sanctions imposed by the SCFA has been granted by the CCCAA Appeals Board. You may receive an official notice from the CCCAA office. Therefore you will have 10 working days from May 29th to file your appeal. If you have any questions please contact me at any time.

--

Jim Sartoris
SCFA Commissioner
2214 W. Clark Ave
Burbank Ca. 91506
(818) 841-0446 (home office)
(818) 516-9214 (cell)
(818) 861-7955 (new fax)
Dear Dr. Christian

Thank you for your letter of May 8, 2013, in which you submitted your final report on a number of violation of the CCCAA Bylaws associated with the Bakersfield College football program.

As Commissioner of the Southern California Football Association (SCFA), I want to take this opportunity to commend you for your pro-active action in facilitating an investigation into alleged violations of the CCCAA Constitution and Bylaws by your intercollegiate football program. As stated in Article 7.4.5.1 of the CCCAA Constitution, “The primary entity responsible for the application and implementation of CCCAA Constitution and Bylaws, rules, regulations, and procedures is the member college.” Your attention to alleged violations and your subsequent action to involve Zav Dadabhoy, VP Student Services, in the investigation of these potential violations, as well as your action to involve an outside, independent consultant, Gloria Friedman and retain the Certified Public Accounting Firm of Brown Armstrong and specifically Mr. Burton Armstrong, CPA, to conduct a review is exemplary and certainly shows your commitment to the mission of the SCFA and the CCCAA, which is to provide an educational experience for our student athletes through a competitive environment which emphasizes sportsmanship, integrity and “playing by the rules”. As a new president, with a new administrative team that oversees athletics, you have been put in a difficult position having to deal with long-standing violations of the CCCAA bylaws by the BC football program and the BC Helmet Club. These violations have been long ignored by previous administrations, which failed to provide the oversight and institutional control that should have been provided and your commitment to “clean up” the program shows tremendous integrity and leadership.

In reviewing your letter and a number of written reports, which were in response to the SCFA inquires into alleged violations by the BC football program, as well receiving information at several meetings with Mr. Dadabhoy, it is clear that several violations of the CCCAA Bylaws have occurred. The information provided to the SCFA on the activities of an "off-campus" football booster club (Bakersfield College
Helmet Club), as well as, the activity of the BC football program to provide services and special privileges to football student athletes that were not available to the general student population of the college were in violation of several sections of CCCAA Bylaw 2.11 - *Subsidizing, Inducements, and Special Privileges*. From the information which BC has self-reported it is apparent that these violations have been ongoing and repeated for several years, but the focus of this SCFA review has been mainly concentrated on information provided for the 2011/2012 and 2012/2013 school years.

A synopsis of the self-reported violations provided both by your letter of May 8, 2013 and from reports provided to the SCFA office at various time during the investigation are as follows:

**A. Activities of a football booster club (Bakersfield College Helmet Club) and payment to student athletes**

1. A number of student athletes in the football program were paid for work from funds raised by a football booster club outside the oversight of the college. This arrangement was provided to football student athletes only, outside of the college's official "work study" program and not available to the general student population. (Violation of CCCAA Bylaw 2.11.1; 2.11.2)

2. The head coach used the prospect of providing a paying job for prospective student athletes, a number of which were from outside the permissible recruiting area, in the recruitment process. (Violation of CCCAA Bylaw 2.11.1; 2.11.3)

**B. Housing assistance for football student athletes**

1. A number of football student athletes who were from outside the college's permissible recruitment area were provided access to housing by the head football coach that was not available to all students at the college. (Violation of 2.11.1; 2.11.2.C)

2. The head football coach facilitated the payment of rent by football student athletes by acting as a "middle man" in collecting the rent checks and forwarding the payment to the property owner. This service was not available to the general student population. (Violation of 2.11.1; 2.11.2; 2.11.4)

3. The head football coach used the prospect for housing assistance in the recruitment process of student athletes from outside the permissible recruitment area. (Violation of 2.11.3)

**C. Meals for the football team and pre-game meals for home games.**

1. The football team was provided a weekly meal that was a special subsidized privilege, not available to other athletic teams or the general student population of the college. (Violation of 2.11.1; 2.11.2; 2.11.2.B, 2.11.4)
2. The football team was provided a pre-game meal before home games. (Violations of 2.11.4.B.3)

D. Participation in games by students who received special privileges and services

1. According to the head football coach, all of the football players who participated in this work study program provided by the booster club participated in football games in the 2011 football season, except for one red shirt athlete. (Article 7.4.12.3)

2. According to the head football coach, most of the 2012-13 football players who were paid through the Bakersfield College Helmet Club work study program (21 student athletes) were participants on the 2012 football team. (Article 7.4.12.3)

3. All football players living in housing facilitated by head football coach were participants in football games during the 2011 and 2012 seasons. Such housing assistance was not available to the general student population at the college. (Article 7.4.12.3)

CCCAA Article 7.3.2, which deals with the imposition of sanctions for violations of the constitution and bylaws, states that “In compliance with the due process procedures of the constitution and bylaws, such sanctions may be imposed by the colleges, conference commissioners, conferences and the CCCAA Board or the Arbitration Panel.”

The following penalties and sanctions are being imposed by the SCFA under the provisions of CCCAA Article 7.3 and 7.4.12:

1. All Bakersfield College football team wins in SCFA games (regular season game schedule) during the 2011 and 2012 football season will be vacated. The team record for each of those seasons will be reflected as 0-10 in the official final statistics.

2. The Bakersfield College football program will be placed on probation for two (2) years. The supervisors of the probation shall be the college president and the SCFA commissioner.

The SCFA takes note of the corrective actions that have been taken already by the college as specified in your self-report letter of May 8, 2013 and agrees with the college's announced actions to review compliance procedures, as well as, develop a comprehensive plan for in-service activities that will "educate administrators, faculty and current and prospective students, with regard to CCCAA and ACFA compliance”.

The condition of this probation will include a monthly report made to the SCFA commissioner by the college president or designee, on the following probationary requirements:
A. The college will develop and implement an oversight plan to monitor all fundraising activity associated with the football program, including an accounting of all funds raised, where the funds are kept and how they are spent. This includes providing college oversight over any "booster club" activity.

B. The college will develop and implement a plan to monitor all on-campus job activity by student athletes on the football team to be sure it is within the formal Work Study program offered by the college to the general college population.

C. The college will develop and implement a plan to monitor assistance for housing of student athletes from out-of-the-district recruitment area and verify that no special privileges are provided to student athletes, other than the services that are provided to the general student population.

D. The college will develop and implement a plan to monitor all activities relating to providing dinners, meals or other privileges to the football team that is not available to the general student population of the college, including compliance with Bylaw 2.11.4.B.3, which prohibits the college from providing pre-game meals at home events with the exceptions allowed within Bylaw 2.11.4.G.

E. The college will report on the in-service activities provided to the football program personnel, which is instituted by the college and listed in the self-report letter of May 8, 2013.

3. The Bakersfield College football program will be suspended from post-conference competition for the 2013 football season, this suspension may be extended for additional year(s) if the probation reporting requirements, as listed above, are not met or additional violations are committed.

It should be noted: Article 7.4.12.10.2 - deals with the penalties for additional violations, which would result in probation, by a college, which occur during the year of formal probation or within three (3) years following a probation year.

The college has the right to due process, under the provisions of Article 7.4 of the CCCAA Constitution. Article 7.4.8.3 specifies that the college “shall have the right to appeal decisions rendered by the conference commissioner.” It further states that “all such appeals must be submitted to the conference commissioner in writing and signed by the college president within ten (10) days of the conference commissioner’s ruling.” Any appeal will be directed to the SCFA Appeals Board. (See Article 7.4.8.4)

Again, Dr. Christian, I would like to express my appreciation for your cooperation in this matter. Your commitment to thoroughly investigate the alleged violations, as well as your commitment to insure that Bakersfield College comes into compliance with all provisions of the CCCAA Constitution and Bylaws, shows great leadership and integrity. I am confident that the college, going forward, will provide the necessary oversight and institutional control of the football program. I am also fully confident that we
can work together to complete the conditions of the probation and that Bakersfield College's reputation as an outstanding educational institution, providing an excellent athletic program with life-long educational experiences, will continue forward.

Respectfully yours,

Jim Sartoris  
SCFA Commissioner

cc: Carlyle Carter, CEO/ President and Executive Director, CCCAA
May 14, 2013 (electronically transmitted via email)

Sonya Christian  
President  
Bakersfield College  
1801 Panorama College  
Bakersfield, CA 93305-1299

President Christian,

I am writing in response to the copy of the letter sent to you dated May 14, 2013 that I received from Southern California Football Association (SCFA) Commissioner, Mr. Jim Sartoris regarding infractions of California Community College Athletic Association (CCCAA) and California State Education Code violations involving the Bakersfield College football program. I would first like to echo Mr. Sartoris’s commendation on the cooperative and forthright investigation conducted under your direction. It is clear from the findings that an environment was permitted and would appear to have been actively promoted or benignly neglected leading to extensive and long standing infractions.

As a result of the findings and subsequent sanctions assessed by the SCFA in voiding all wins in the 2011 and 2012 regular season Bakersfield College football must also surrender all wins as a participant in post conference (playoff/bowl) contests up to and including the 2012 CCCAA State Football Championship. By voiding all wins in the regular seasons of 2011 and 2012 Bakersfield College would not be eligible to qualify for post conference play therefore all records and references to post conference wins in the 2011 and 2012 seasons are to be voided and all team awards are to be returned to the CCCAA.

Please be advised that Bakersfield College is entitled to utilize the CCCAA Appeals process identified in Article 7 of the CCCAA Constitution.

Sincerely,

[Signature]

Carlyle Carter  
CCCAA CEO/President

cc: Jim Sartoris, Southern California Football Association  
Jerry White, Western State Conference