

**ADOPTED MINUTES**

**FOR THE REGULAR MEETING OF THE  
IMPERIAL COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**Wednesday, March 13, 2002**

**Location: IVC Administration Building Board Room**

On Wednesday, March 13, 2002, Board President Rudy Cardenas, called the regular meeting of the Imperial Community College District Board of Trustees to order at 6:10 P.M.

TRUSTEES PRESENT: Carlos Acuña  
Rudy Cardenas, Jr.  
Kelly Keithly  
Marian Long  
Romualdo Medina  
Rebecca Ramirez  
Louis Wong

REPRESENTATIVES PRESENT: Jim Pendley, Academic Senate  
James Patterson, Faculty  
Marie Hisel, Classified  
Michael Lopez, Students

CONSULTANTS PRESENT:

Dr. Gilbert Dominguez, Superintendent/President  
Carlos Fletes, Vice President for Business Services  
John Hunt, Vice President for Academic Services  
Dr. Victor Jaime, Vice President for Student Services  
Ruth Montenegro, Director of Human Resources  
Sandra Standiford, Dean of Admissions  
Janell Couchman, Director of Fiscal Services

VISITORS PRESENT:

Kathy Berry; Eileen Ford; Bill Gay; Cesar Guzman; David Harris,  
Collegis Eduprise; Marie Hisel; Saul Hom; Mark Horsman; Gonzalo  
Huerta; Sergio Lopez; Jan Magno; Ron Schoors; Cynthia Stribling,  
Keenan and Associates; Barbara Stuart; David Zielinski.

COMMUNICATIONS

1. CCCT Board of Directors Election 2002

PUBLIC HEARING

The Board held a public hearing on the CSEA Chapter 472 proposal that was submitted on February 13, 2002, to the Imperial Community College District for 2001-2002. No comments were heard.

PUBLIC COMMENT

1. Ron Schoors invited everyone to participate the El Centro Chamber Mixer that will be hosted by IVC on March 21, 2002, from 5:00 P.M. to 7:00 P.M. in the amphitheater.
2. Barbara Stuart, Associate Professor of English and CTA Negotiator, stated that she was pleased by the progress of negotiations with the District. She asked the Board to fund those individuals that use release time instead of overload. She also requested that the Board considers adding more faculty to the CEO Search Committee.
3. Marian Long stated that she had personally registered to vote 68 Imperial High School seniors. She stated that she took this opportunity to promote IVC, encouraging them to register for classes.

STUDENT SENATE UPDATE

ASG President, Mike Lopez, reported the following:

- February was designated as Black History Month
- March is officially designated as Women's Recognition Month. The ASG will sponsor two speakers: Cindy Gibbson, the first woman postmaster in El Centro; and Captain Teresa Sumprer, the first California Highway Patrol female Commander. Their presentations will take place on Tuesday, March 26.
- St. Patrick's Day will be celebrated on Friday, March 15, with a dance and Gold Hunt with prizes.
- A dance will be held on Monday, March 25, for those participating in Disability Awareness Day.
- The ASG will host their annual Easter Egg Hunt on Wednesday, March 27, for the Preschool children.

ACADEMIC SENATE UPDATE

Academic Senate President, Jim Pendley, reported the following:

- Nominations for three at large senators and president will close on Friday, March 15.
- The standing committee reorganization is being headed up by Dennis Carnes. A meeting will be scheduled with administration to work out recommendations.
- The Senate is looking and working on the revision of Board Policy and Procedures.
- The Senate recommends that more faculty be added to the CEO Search Committee.

PRESIDENT'S UPDATE

Dr. Dominguez shared the following information:

- A memo has been sent to all constituent groups soliciting at least four names of possible members for a CEO Selection Committee. These names are to be submitted to the Human Resources or President's Office by Friday, March 15, 2002. These names will then be given to the Subcommittee of the Board made up of Mr. Cardenas, Ms. Long, and Mr. Keithly. They will make the final decision on a 12-member selection team, which includes members from the community. Following the decision on the make up of the committee, a meeting will be called with Mr. Harris of Community College Search Services, to discuss the next steps in the process.
- Three computer information consulting firms, CampusWorks, Collegis Eduprise, and Strata, have been contacted to conduct interviews of campus staff, file a report of our needs, and deliver a proposal to help us migrate to a new information technology system.

Thus far CampusWorks has completed their work. Collegis Eduprise completed their interviews on March 6, and Board members have received a report. Collegis will also host a pizza open forum on March 21, at 12:00 Noon in Room 409. Dr. Bill Harris was in the audience to address any questions. The third company, Strata, will be conducting interviews on March 14.

After all companies have completed their work, the IVC College Council will host a "Roundtable" discussion on March 25, at 2:30 P.M., in Room 810. This is open to all interested members of the campus, to express their perceptions, ideas, and impressions. Following all these meetings and discussions, a recommendation will go to the Board at the April 17, 2002, Board meeting.

- IVC has joined the ranks of other California Community Colleges in donating to the Statewide Public Awareness Campaign sponsored by the Community College League of California. These advertisements are image pieces, branding the system so we can better make our argument to improve base funding for all our colleges. Ads will be appearing as 30 second TV and 60-second radio spots. Some have already aired in large cities like Los Angeles, San Diego, San Francisco, San Jose, Sacramento, and Fresno. More media blitzes are planned for May and June, and again in October prior to the November election. According to Bill Gay, Rutter Media has already agreed to run advertising spots to inform Imperial County.

- An El Centro Chamber Mixer hosted by IVC is scheduled on our campus for Thursday, March 21, 2002, from 5:00 to 7:00 p.m., in the Amphitheater area of the campus. Food, refreshments, musical entertainment provided by Dr. Van Decker and the IVC Chamber Singers, a Jazz Ensemble, and student artists will be provided. All Board Members, faculty, staff, administration, and students were invited to attend and greet our visitors from El Centro.

#### MEDICAL, DENTAL, VISION AND PRESCRIPTION INSURANCE UPDATE

Carlos Fletes introduced Cynthia Stribling from Keenan and Associates, who reported on the status of IVC's self-funded Health Benefits Program. The funding level will be increased on July 1, 2002 by a minimum of 15.28%. Reserves are back at a comfortable level.

#### BUSINESS OFFICE UPDATE/FIRST PRINCIPAL APPORTIONMENT REPORT

Janell Couchman, Director of Fiscal Services presented an interesting PowerPoint presentation on the operation of the Business Services Office, the budget and apportionment for 2001-2002. A breakdown of the budget income reflects the following:

- 32% State Apportionment Income
- 23% Federal Income
- 23% Other State Income
- 22% Other Local Income

The apportionment for 2001-2002 totals \$11,873,869.00. There may be variances between the apportionment and the actual receipts. Variances such as growth revenue, property taxes, and enrollment fees will impact the apportionment. It was emphasized that IVC needs to be prudent in its budgeting as we look at the \$17 billion deficit statewide for the next two years.

#### SPRING ENROLLMENT UPDATE

Sandra Standiford reported that after telephone registration for the spring 2002 semester and wait list moves, enrollment was 6,018. This is an increase of 170 more students over the same time last year. A total of 736 students were moved from the wait list into 354 classes. The headcount at the census date reflected an increase of 13.6%; full-time enrollment increased by 24.5%; part-time enrollment decreased by 6.3%; 40% of the enrollment is full-time; 63% of the enrollment is female; 86.7% of the students are Hispanic; 55.4% of the students are under 25 years of age; there are 950 classes for the spring 2002 semester, compared to 929 for the spring 2001 semester.

M/S/C Keithly/Ramirez

Approval of Minutes dated February 9 and 13, 2002

M/S/C Keithly/Ramirez

Resolution No. 12378: **PURCHASE ORDERS**

BE IT RESOLVED that the issuance of current year Purchase Order Nos. 202751 through 203203 inclusive are approved.

BE IT FURTHER RESOLVED that the issuance of Dummy Purchase Order Nos. 201868 through 202081, inclusive are approved.

M/S/C Keithly/Ramirez

Resolution No. 12379: **PAYROLL WARRANT ORDERS**

BE IT RESOLVED that Payroll Warrant Order No. 15 in the amount of \$55,927.94, and No. 16 in the amount of \$1,497,591.59 be ratified.

M/S/C Keithly/Ramirez

Resolution No. 12380: **COMMERCIAL WARRANT ORDERS**

BE IT RESOLVED that Commercial Warrant Orders on the General Fund be ratified as follows:

30 in the amount of \$137,985.41  
31 in the amount of \$214,607.94  
32 in the amount of \$1,696,901.13  
33 in the amount of \$435,995.05

M/S/C Long/Keithly

Resolution No. 12381: **CCCT BOARD OF DIRECTORS ELECTION - 2002**

BE IT RESOLVED that the Board nominates the following individuals to fill the ten two-year and one one-year vacancies on the CCCT Board of Directors for 2002:

M/S/C Keithly/Long

Resolution No. 12382: **MEDICAL, DENTAL, LIFE AND PRESCRIPTION DRUG INSURANCE**

BE IT RESOLVED that the contracts between Imperial Community College District and Blue Cross of California, Advance PCS, Delta Dental, VSP, Fortis Benefits Insurance Company and U.S. Life, to provide administrative services for the District's self-funded medical, dental, life and prescription drug insurance plan be extended to June 30, 2002.

BE IT FURTHER RESOLVED that approval is given to the recommendation of the Insurance Committee that the funding for the District's self-insured benefits plan remain the same through June 30, 2002, and a renewal rate be negotiated for fiscal year 2002-2003:

	Funding/per Employee/tenthly
Medical/Rx	\$579.41
Dental	72.71
Life insurance	2.40
Vision	19.76
Provident Life	10.42
	<hr/> \$684.70

M/S/C Medina/Ramirez

Resolution No. 12383: **AUTHORIZING THE ISSUANCE OF A 2002 TAX REVENUE ANTICIPATION NOTE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA CASH FLOW FINANCING PROGRAM**

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Imperial Community College District (the "District") may, pursuant to a resolution of its Board of Trustees (the "Board"), borrow money by issuing notes for any purpose for which the District is authorized to expend moneys, including but not limited to current expenses, capital expenditures, and the discharge of any obligation or indebtedness of the District;

WHEREAS, the Board hereby determines that an amount (the "Principal Amount") not to exceed \$5,000,000 (the "Maximum Principal Amount"), which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District to satisfy obligations of the District, and that it is necessary that the Principal Amount be borrowed for such purpose by the issuance of a temporary note therefore in anticipation of the receipt of taxes, revenue and other moneys to be received by the District during or attributable to fiscal year 2001-2002;

WHEREAS, it appears, and the Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts and other moneys of the District attributable to fiscal year 2002-2003, and available for the payment of said note and the interest thereon;

WHEREAS, pursuant to Section 53856 of the Code, certain revenues that will be received by the District during and attributable to fiscal year 2002-2003 can be pledged for the payment of said note and the interest thereon (as hereinafter provided);

WHEREAS, the Board has determined that it is in the best interests of the District to participate in the Community College League of California Cash Flow Financing Program (the "Program"), whereby participating community college districts (collectively, the "Participating Districts") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the tax and revenue anticipation note authorized hereby (the "Note") will be sold to the Community College League Financing Authority (the "Authority") pursuant to a note purchase agreement, dated as of the date of the Pricing Confirmation, by and between the Authority and the District (the "Note Purchase Agreement"); and

WHEREAS, as part of the Program, the Authority will issue one or more series (each a "Series") of 2002 Tax and Revenue Anticipation Bonds (the "Bonds") pursuant to an Indenture (the "Indenture") between the Authority and Wells Fargo Bank, National Association (the "Trustee"), which Bonds will be secured by the tax and revenue anticipation notes of the Participating Districts, each Series to be distinguished by the type of credit enhancement, if any, that secures such Series, the principal amounts of the notes securing such Series the date of maturity of such Series, or by such other factors as may be determined by the Authority pursuant to the advice of RBC Dain Rauscher Inc., as financial advisor for the Program (the "Financial Advisor");

NOW, THEREFORE, the Board of the District hereby resolves as follows:

Section 1. Recitals. All of the above recitals are true and correct and the District so finds, determines, and represents.

Section 2. Authorization of Issuance of Note; Terms. The District hereby determines to borrow, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District during or attributable to fiscal year 2002-2003, an aggregate principal amount not to exceed the Maximum Principal Amount by the issuance, by the District, of a temporary note under Sections 53850 et seq. of the Code designated as the District's "2002 Tax and Revenue Anticipation Note." The Note shall be dated the date of delivery thereof; shall mature (without option of prior redemption) not more than 13 months from said date of delivery on a date indicated on the face of the Note and set forth in the Pricing Confirmation (as defined below), or if such date is not a day on which banks in New York or California are open for business, on the first business day prior to such date; and shall bear interest, payable on the dates set forth in the Note and computed on the basis of a 365/366 day year and the actual number of days elapsed, at the rate indicated on the face of the Note and set forth in the Pricing Confirmation (the "Note Rate"), but not in excess of twelve percent (12.0%) per annum. If the Note is not fully paid at maturity, then the unpaid portion thereof shall continue to bear interest thereafter at the Default Rate (to be set forth in the Pricing Confirmation). Both the principal of and interest on the Note shall be payable only upon surrender thereof, in lawful money of the United States of America, at the corporate trust office of the Trustee, which Trustee is hereby designated to be the Paying Agent for the Note (the "Paying Agent").

Section 3. Form of Note. The Note shall be issued in registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of the Note. The Note shall be sold to the Authority pursuant to the Note Purchase Agreement. The form of the Note Purchase

Agreement, including the form of the pricing confirmation supplement (the "Pricing Confirmation") set forth as Exhibit B thereto, presented to this meeting is hereby approved. The Superintendent/President, Vice President of Business Services, Director of Fiscal Services, chief business officer or any other person designated by the Vice President of Business Services of the District (the "Authorized Representatives") are each hereby authorized and directed to execute (which execution shall be accomplished by execution of the Pricing Confirmation) and deliver the Note Purchase Agreement (including the Pricing Confirmation) in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12.0%) per annum, the discount on the Note, when added to the District's share of the costs of issuance of the Bonds, shall not exceed one and one-half percent (1.5%), and the Principal Amount shall not exceed the Maximum Principal Amount.

Section 5. Program Approval. The District's participation in the Program is approved; provided, however, that the District's decision to participate in the Program shall not be binding on the District until the execution and delivery of the Pricing Confirmation.

The District acknowledges that the Authority will execute and deliver the Indenture, (currently on file with the District), to the Trustee in substantially said form, with such changes thereto as an Authorized Representative shall approve, such approval to be conclusively evidenced by execution and delivery of the Pricing Confirmation. The District authorizes and requests the Authority to issue Bonds pursuant to and as provided in the Indenture as finally executed.

The District acknowledges that the Authority, acting upon the advice of the Financial Advisor, may seek such credit enhancement for the Note and for the Series of Bonds related thereto as it deems necessary or desirable. The District agrees to be bound by the terms of such credit enhancement, if any, and the agreements related thereto. The District's approval of such credit enhancement, if any, and the agreements related thereto shall be conclusively evidenced by execution and delivery of the Pricing Confirmation. Each Authorized Representative is authorized to execute and deliver, on behalf of the District, all agreements related to credit enhancement for the Note and for the Series of Bonds related thereto that such Authorized Representative shall approve, such approval to be conclusively evidenced by execution and delivery of such agreements.

The Authorized Representatives of the District are hereby authorized and directed to provide the Financial Advisor with such information relating to the District as the Financial Advisor shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement related to the Bonds. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), hereby deemed final within the meaning of the Rule with respect to the District. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement related to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor.



The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, its share of any fees or expenses of the Trustee in connection with its participation in the Program, as determined in accordance with the Indenture. Such additional fees and expenses will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefore from the Trustee.

Section 6. Transfer; Exchange. The Note shall initially be registered in the name of the Authority. Thereafter, the Note may not be transferred or exchanged except for a transfer to a provider of credit enhancement for the Note or for the Series of Bonds related thereto as provided by the terms of such credit enhancement and any agreement related thereto.

Section 7. Deposit of Note Proceeds; No Arbitrage. A portion of the proceeds from the sale of the Note, in an amount equal to the District's share of the costs of issuance (including any fees and expenses incurred in connection with credit enhancement) of the Note and of the Series of Bonds related to the Note, shall be deposited in the Costs of Issuance Fund established under the Indenture and expended as directed by the Authority on costs of issuance as provided in the Indenture. The remainder of the proceeds from the sale of the Note shall be deposited in the Proceeds Fund established under the Indenture and, until transferred pursuant to a requisition of the District, be invested in Permitted Investments (as defined in and under the terms of the Indenture) as directed by the Authority. While they are on deposit in the Proceeds Fund, proceeds from the sale of the Note shall constitute additional security for repayment of the Note. Upon requisition submitted to the Trustee in accordance with the Indenture, the Note proceeds deposited in the Proceeds Fund shall be transferred to or on behalf of the District for any purpose for which the District is authorized to use and expend moneys. The District hereby covenants that it will make no use of the proceeds of the Note that would cause the Note to be an "arbitrage bond" under Section 148 of the Code; and, to that end, so long as the Note is outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Note and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Note, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated there under or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Note will not be an "arbitrage bond."

Section 8. Payment of Note.

(a) Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2001-2002 and which are available therefore. The Note shall be a general obligation of the District, and to the extent the Note is not paid from the Pledged Revenues defined below, the Note shall be paid with interest thereon from any other moneys of the District lawfully available therefore, as provided herein and by law.

(b) Pledged Revenues. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain unrestricted revenues (as further described in the following paragraph, the "Pledged Revenues"), which are received by the District in the months specified in the Pricing Confirmation as Pledge Months (each a "Pledge Month" and collectively the "Pledge Months"). The term "unrestricted revenues" shall mean taxes,

income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

With respect to each Pledge Month, the amount of unrestricted revenues which shall constitute Pledged Revenues will be equal to a percentage of the Principal Amount plus a percentage of the interest due on the Note on the applicable interest payment dates, including maturity, such percentages, and dates to be specified in the Pricing Confirmation. Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Pledge Months and the amount of Pledged Revenues with respect to each Pledge Month by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Representative.

The principal of the Note and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Account, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in any Pledge Month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Note and the interest thereon.

(c) Deposit of Pledged Revenues in Repayment Account. Pledged Revenues shall be held by the District in a special account within the District's general fund designated as the District's "2002 Tax and Revenue Anticipation Note Repayment Account" (the "Repayment Account") and applied as directed in this resolution. Any moneys placed in the Repayment Account shall be for the benefit of the holder of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the moneys in the Repayment Account shall be applied only for the purposes for which the Repayment Account is created. Upon the written request of the Trustee or any provider of credit enhancement for the Note or the Series of Bonds related thereto, the District shall, within ten (10) Business Days following its receipt of such request, provide written evidence that the deposits to the Repayment Account required by this resolution have been made. In addition, the District shall provide such additional financial information as may be required by any provider of credit enhancement for the Note or the Series of Bonds related thereto. The District may satisfy the requirement of depositing moneys in the Repayment Account by directing the Trustee to so designate such deposit from moneys in the Proceeds Fund attributable to the District.

(d) Disbursement of Moneys in Repayment Account. The District shall, to the extent necessary to pay the principal of and the interest on the Note, cause the moneys in the Repayment Account to be transferred to the Trustee at least five (5) Business Days (as defined in the Indenture) prior to the date that interest on the Note must be paid, as applicable, and prior to the maturity of the Note. Moneys so transferred to the Trustee shall be deposited in the appropriate Bond Payment Fund established under the Indenture and applied to the payment of the principal of and interest on the Note when due and at maturity, as provided in the Indenture. In the event that moneys in the Repayment Account are insufficient to pay the principal of and interest on the Note when due and at maturity, such moneys shall be applied first to pay interest on the Note and second to pay principal of the

Note. Any moneys remaining in or accruing to the Repayment Account after the principal of and the interest on the Note have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Indenture.

Section 9. Execution and Delivery of Note. The Note shall be executed by the manual or facsimile signature of an Authorized Representative and countersigned by the manual or facsimile signature of the Secretary or the Clerk of the Board. The proper officers of the District are hereby requested to deliver the Note to the Authority.

Section 10. Covenants and Warranties.

(a) It is hereby covenanted and warranted by the District that all representations and recitals contained in this resolution are true and correct.

(b) The District shall not incur any indebtedness secured by a pledge of its unrestricted revenues unless such pledge is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(c) So long as any Bonds issued in connection with the Note are outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Indenture.

(d) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them for the levy, collection and enforcement of the Pledged Revenues in accordance with the law and for carrying out the provisions of this resolution and the Note.

Section 11. Ratification and Approval of Past and Future Actions. All actions heretofore taken by the officers and agents of the District with respect to the Note, the Bonds, and the Program are hereby approved, confirmed and ratified, and the officers and agents of the District are hereby authorized and directed to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note and the District's participation in the Program in accordance with this resolution and resolutions hereafter adopted by the District. The Authorized Representatives are hereby designated as "Authorized District Representatives" under the Indenture.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Repayment Account or any other payment required to be paid hereunder on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Paying Agent, unless the Paying Agent shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this resolution or the Note Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this resolution or the Note Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 30 days after such filing, but the Paying Agent shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its interests and the interests of the registered owner of the Note;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Paying Agent shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its interests and the interests of the registered owner of the Note.

Whenever any Event of Default referred to in this Section shall have happened and be continuing, the Paying Agent shall, in addition to any other remedies provided herein or by law or under the Indenture, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring the Note to be immediately due and payable, require the District to pay to the Paying Agent an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 13. Proceedings Constitute Contract. The provisions of the Note and of this resolution shall constitute a contract between the District and the registered owner of the Note, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 14. Request to Borrow; Transmittal of Resolution. The Note shall be issued in conjunction with the note or notes of one or more other community

college districts, as described in Section 53853(b) of the Act. Following its adoption by the Board, signed copies of this resolution shall be transmitted by the Secretary of the Board to the treasurer of the county (the "County") in which the District is located, to the County's board of supervisors (the "County Board"), and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Board for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

Section 15. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Bonds to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefore as set forth in Section 8 hereof.

Section 16. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions, without the necessity for consent of the owner of the Note, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect,

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note.

Any modification or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note may be made by a Supplemental Resolution, with the written consent of the owner of the Note; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note remains outstanding, the consent of the owner of the Note shall not be required. No such modification or amendment shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto.

In addition to the amendments permitted by the above paragraphs, this Resolution, including the form of the Note, may be amended at any time prior to the execution and delivery of the Note pursuant to the Note Purchase Agreement or the Indenture, the provisions of which are incorporated herein by reference to the extent that they relate to the Note, the District, and the District's participation in the Program. Any amendment of this Resolution pursuant to this paragraph shall not require the execution and delivery of a Supplemental Resolution.

Section 17. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 18. Appointment of Bond Counsel. The law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California is hereby appointed as Bond Counsel for the Note and for the Program. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial, and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to the District in this or some other matter. Given the special, limited role of Bond Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 19. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 13th day of March 2002, by the following vote:

AYES: Acuña, Cardenas, Keithly, Long, Medina, Ramirez, Wong  
NOES: None  
ABSENT: None

M/S/C Keithly/Wong

Resolution No. 12384: **AWARDING OF BOOKSTORE BID FOR OPERATION OF IVC BOOKSTORE**

WHEREAS on January 23, 2002 the District invited bids from vendors for the operation of the IVC Bookstore; and

WHEREAS Follett Higher Education Group has submitted the most beneficial proposal for the students and the district.

NOW, THEREFORE BE IT RESOLVED that the Superintendent/President and/or the Vice President for Business Services consummate a contract with Follett Higher Education Group for operation of the IVC Bookstore commencing June 1, 2002 and ending on May 31, 2007, with two five-year options for extension based on a favorable performance evaluation by Imperial Valley College; and

BE IT FURTHER RESOLVED that the District expresses its sincere appreciation to Aztec Shops, Ltd for their 12 years of service to Imperial Valley College Students and Staff.

M/S/C Long/Wong

Resolution No. 12385: **2001-2002 PARTNERSHIP FOR EXCELLENCE SURVEY OF LOCAL INVESTMENTS OF PARTNERSHIP FUNDS**

WHEREAS Imperial Valley College has received an allocation of \$1,452,232 for fiscal year 2001-2002; and

WHEREAS every year the California Community Colleges Chancellor's Office, as part of their effort to ensure the accountability of Partnership for Excellence funding, asks districts to complete an expenditure plan for such funds, showing that funds are being expended consistent with Partnership for Excellent triggers and goals; and

WHEREAS Partnership for Excellent guidelines require that funds be invested for student success; and

WHEREAS Partnership for Excellence guidelines require that this report be reviewed publicly at the District Board meeting; and

WHEREAS Imperial Valley College has charged the Planning and Budget Committee with the task of making sure that collegial and participatory governance procedures have been followed in developing this survey.

NOW BE IT RESOLVED that the Board of Trustees accepts the 2001-2002 Partnership for Excellence Survey of Local Investments of Partnership Funds as submitted.

M/S/C Keithly/Ramirez

Resolution No. 12386: **GIFT TO THE COLLEGE**

BE IT RESOLVED that the Imperial Community College District Board of Trustees expresses its appreciation to Marvin Wieben of Imprint Graphics, for his generous donation of darkroom equipment and supplies, which will be used for setting up the new Photography Program for IVC students.

M/S/C Keithly/Ramirez

Resolution No. 12387: **DESTRUCTION OF RECORDS**

BE IT RESOLVED that Board approves the reclassification of Class 2 records listed below to Class 3 disposable records. These records have met the retention period requirements of Sections 59023 through 59026 of the Title V Administrative Code, and are of no further use to the District.

<u>DOCUMENT</u>	<u>YEAR ORIGINATED</u>
Student Transcripts	1997, 1998
Constitution Exam	1962 to 1973
Counseling Center Budget Book	1997 to 1998 1999 to 2000
Counseling Center Correspondence Log	5/4/98 to 6/9/99
GED Passing/Fail Scores	1996-1999 2000
Full-Time Faculty Time Records	1991-1995
Closed Classified Positions	1998-1999
External Campus Final Grade Rosters	Fall 1993-Spring 1997

M/S/C Keithly/Ramirez

Resolution No. 12388: **SURPLUS PROPERTY**

BE IT RESOLVED that approval is given to declaring outdated, nonfunctional property of the Imperial Community College District, as surplus property and is no longer being used for educational purposes;

BE IT FURTHER RESOLVED that the Superintendent/President and/or the Vice President for Business Services, and/or the Director of Purchasing and Warehouse be hereby authorized and instructed to dispose of the equipment in the best interest of the College as referred to in the Surplus Property List, Exhibit A.



M/S/C Keithly/Medina to go into **CLOSED SESSION**

- 1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Initiation of litigation pursuant to subdivision (c) of  
Section 54956.9: Two Cases
- 2. NEGOTIATIONS UNDER THE EDUCATIONAL EMPLOYMENT RELATIONS ACT  
Conference with District Negotiators  
RE: Direction for Negotiations

M/S/C Keithly/Medina to go back to **OPEN SESSION**

Board President Cardenas stated that direction was given to  
administration on both issues.

M/S/C Medina/Keithly

Resolution No. 12389: **REEMPLOYMENT OF ACADEMIC PERSONNEL FOR THE 2002-  
2003 ACADEMIC YEAR**

BE IT RESOLVED that the following academic personnel be reemployed, as  
credentialed at the appropriate classification and step contingent  
upon verification of records, for the 2002-2003 school year:

FACULTY:

- 11 month \*Andres, Benny
- Aragon, Raul
- Archuleta, Joe
- 11 month Artech, Olga
- 11 month \*\*Avila, Beatriz
- \*\*Barba, Cecilia
- \*\* Beckley, Jeffrey
- Bemis, Roberta
- Biley, Patti
- \*\*Blek, Craig
- Borchard, Mary Kay
- \*\*Byrd, Krista
- 11 month \*\*Campos, Gilbert
- 11 month Canez, Said
- Carlson, C. Marylynn
- Carnes, Dennis
- Cerda, Daniel
- Cerda, Ernestine
- 11 month \*\*Cheng, Denis
- \*\*Craven, Julie
- \*Cypher, Jackilyn
- \*\*David, Samuel

\*\*Davis, Donna  
 \*\*Davis, Lincoln  
 \*\*Decker, Van  
 Deyo, Jeffery  
 \*\*Dorantes, Kathleen  
 Drury, David A.  
 11 month Esqueda, Jesus  
 Fischer, Fred  
 Fitzsimmons, Richard  
 \*\*Gage-Mosher, Ronald  
 11 month \*\*Garcia, Raquel  
 \*\*Gehler, Nicolas  
 \*\*Ghanim, Walid  
 Giauque, Gerald  
 \*\*Gilbertson, Tom  
 11 month Greatheart, Frances  
 \*\*Gretz, Suzanne  
 11 month Guzman, Cesar  
 Hann, Carol  
 Hann, Richard  
 Hansink, Todd  
 \*\*Harris, Diane  
 Horton, Sidne  
 Jacklich, Joel  
 Jacobson, Eric  
 11 month Kalin, Janeen  
 Kelly, Nannette  
 Kelsoe, H. Leon  
 11 month Lee, Carol  
 \*\*Lee, James  
 \*\*Leppien-Christensen,  
 J. Kristopher  
 11 month Lofgren, Mary  
 Lopez, Jose  
 11 month Lopez, Sergio  
 Luoma, Craig  
 Marcuson, Bruce  
 11 month Marquez, Ralph  
 \*\*Martini, Donald  
 \*\*Mazeroll, Lorraine  
 McCormick, Michael  
 McNeece, Brian  
 Mecate, Jim  
 Meek, Al  
 \*\*Mercado, Lourdes  
 \*\*Miller, Fonda  
 \*\*Miller, Ivan  
 Nadeau, Nancy  
 11 month Nava, Norma  
 Nilson, Barbara  
 11 month Nunez, Norma  
 Orensztein, Armand  
 11 month Orfanos-Woo, Stella

- 11 month
  - Ortega, Alicia
  - \*Paine, Wm. Thomas
  - Patterson, James
  - Pendley, Jimmy
  - \*\*Plascencia, Jose
  - Pollock, Diedre
  - Ponce, Gregorio
  - Ponce, Josefina
  - \*\*Pradis, Ricardo
  - \*\*Ramsey, Tina
  - Rapp, Frank
  - Richards-Croft, Donna
  - Rodgers, Gary
  - Rodgers, Valerie
  - \*\*Rowley, Deirdre
  - \*\*Ruiz, Angelica
  - \*\*Santistevan, Judy
  - Scheuerell, Edward
  - \*\*Shokoufi, Mardjan
  - \*\*Simpson, Scott
  - Staton, M. Robin
  - Stroud, Jean
  - Stuart, Barbara
  - Suczek, Peter
  - \*Thibodeaux, Mariaelena
  - \*Torres, Gabriel
  - \*\*Trax, Daniel
  - \*\*Tucker, Jill
  - \*\*Turini, Paige
  - Valentine, Martin
  - \*\*Voldman, Aleksandr
- 11 month
  - Welch, T. Larry
  - Wilhelm, Robert
- 11 month
  - \*\*Zazueta, Cathy
  - Zhao, Lianna
  - Zielinski, David
  - \*\*Zobell, Sherry

\* - Have fulfilled tenure obligations and shall be reemployed as tenured for the 2002-2003 academic year

\*\* - Probation

All others are tenured

M/S/C Medina/Keithly

NO VOTE: Acuña

Resolution No. 12390: **REEMPLOYMENT OF ADMINISTRATIVE PERSONNEL FOR THE 2002-2003 ACADEMIC YEAR**

BE IT RESOLVED that the following administrative personnel be reemployed for the 2002-2003 school year:

Berry, Kathy	Director of Nursing/Health Technologies
Cesar, Ted	Director of Disabled Students Programs and Services
Fenn, Renee	Dean of Instruction for Extended Campus
Fletes, Carlos	Vice President for Business Services
Ford, Eileen	Dean of Learning Services
Huerta, Gonzalo	Dean of Instruction for Applied Sciences
Hunt, John	Vice President for Academic Services
Jaime, Victor	Vice President for Student Services
Magno, Jan	Dean of Financial Assistance/State Programs
Montenegro, Ruth	Director of Human Resources/Affirmative Action Officer
Standiford, Sandra	Dean of Admissions

M/S/C Medina/Keithly

Resolution No. 12391: **OVERLOAD ASSIGNMENTS**

BE IT RESOLVED that the following academic personnel be paid for their overload assignments in excess of six hours per week for the 2002 Spring Semester in accordance with the rate established in Resolution No. 11354 (April 8, 1998):

<u>NAME</u>	<u>ASSIGNMENT</u>
Barba, Cecilia	History
Bemis, Roberta	English/Reading-Writing Lab Assistant/Supervisor
Biley, Patti	ESL
Byrd, Krista	Psychology/Sociology
Carlson, C. Marylynn	Health Education/Nursing
Carnes, Dennis	Anatomy/Biology
Cheng, Denis	CIS
Cypher, Jackilyn	EMS
Davis, Donna	Nursing
Delys, John	ESL
Deyo, Jeffrey	Health Education/Physical Education
Fischer, Fred	English
Fitzsimmons, Richard	Nursing

Giauque, Gerald	French/Spanish
Gilbertson, Thomas	Art/Photography
Guzman, Cesar	Spanish/Special Studies-Citizenship
Hann, Richard	Humanities - Division Chair
Hansink, Todd	Business
Jacobson, Eric	Behavioral Science/Social Science Division Chair
Kelsoe, Leon	History/Physical Education
Laveaga, Norma	ESL
Lopez, Jose	Automotive Technology
Luoma, Craig	Nursing
Marcuson, Bruce	Administration of Justice
Martini, Donald	ESL/Language Laboratory
Mecate, James II	Health Education/Physical Education
Patterson, James	CTA Rep/English/Theatre
Pendley, Jim	Science-Math-Engineering Division Chair/Academic Senate Rep
Plascencia, Jose	Psychology/Sociology
Pollock, Diedre	Nursing
Ponce, Josefina	ESL/ESL Coordinator/Individual Studies/Lab Coordinator
Ruiz, Angelica	Business
Scheuerell, Edward	English/ESL
Stroud, V. Jean	Health Technology/Nursing
Welch, Thomas	English/History
Wilhelm, Robert	Geography/Political Science
Zhao, Lianna	Biology
Zielinski, David	Reading-Writing Lab Assistant/ Writing Coordinator

M/S/C Medina/Keithly

Resolution No. 12392: **EMPLOYMENT OF PER-SESSION INSTRUCTORS**

BE IT RESOLVED that the following personnel be employed during the 2001-2002 academic year, as credentialed, at the hourly rate provided for in Resolution No. 11354-4. Employment is contingent upon verification of records, credentials, and sufficient enrollment or whether the class is essential to a full-time instructor's load.

<u>NAME</u>	<u>ASSIGNMENT</u>
Andrade, Maria	Orientation
*Armenta, Celeste	Nursing - Clinical
Cortez, Josefina	Orientation
Deyo, Valerie	Physical Education
Dorsey, Tanya	Human Relations/Orientation
Fristrup, Carey	Orientation
Garcia, Maria D.	Orientation
Herrera-Gaytan, Cynthia	Orientation
*Holt, Steve	EMS
Robles, Mario	Health Assistant
Taylor, Sandra	Nursing-Learning Center
Trevino, Elizabeth	Human Relations/Orientation
West, June	Speech

\*Substitute

M/S/C Medina/Keithly

Resolution No. 12393: **EMPLOYMENT OF PER-SESSION INSTRUCTORS**

BE IT RESOLVED that pursuant to Title V 53430, California Education Code 87359, and the District's Hiring Procedures (Resolution No. 11647, dated June 9, 1999) the following individuals have been determined to possess qualifications that are at least equivalent to the minimum qualifications for the disciplines indicated, and are hereby approved to teach subjects under said discipline for the 2001-2002 academic year:

<u>NAME</u>	<u>ASSIGNMENT</u>
Conway, George	ESL
Gray, Ronette	Physical Education

M/S/C Medina/Keithly

Resolution No. 12394: **PART-TIME COMPENSATION FOR FULL-TIME FACULTY OVERLOAD ASSIGNMENTS**

BE IT RESOLVED that the Board ratifies the Memorandum of Understanding between the District and the Imperial Valley College Chapter of the CCA/CTA/NEA regarding the 2001 Budget Act Appropriation of Part-Time Faculty Compensation as follows:

WHEREAS, in the 2001 Budget Act Appropriation for Part-Time Faculty Compensation, the State of California provided Fifty-Seven Million Dollars (\$57,000,000) for community college districts to make part-time faculty compensation more comparable to full-time faculty compensation for similar work as determined through the local collective bargaining process; and

WHEREAS, pursuant to the September 25, 2001 Chancellor's Advisory on the 2001 Budget Act Appropriation for Part-Time Faculty Compensation, it is an allowable use of funds for districts to compensate the overload portion of a full-time faculty assignment if there exists only one hourly rate schedule for both full-time overload and part-time faculty; and

WHEREAS, in the Imperial Community College District (District), there exists only one hourly rate for both full-time overload and part-time faculty; and

WHEREAS, these funds are to be distributed to community college districts as a Part-Time Faculty Compensation Allocation (Allocation) based upon each district's total actual 2000-2001 Full-Time Equivalent Students (FTES) served; and

WHEREAS, distribution of sixty-eight percent (68%) of the 2001-2002 Allocation is anticipated to occur at the end of February 2002, as part of the 2001-2002 First Principal Apportionment, with the remaining balance of said Allocation to be distributed monthly thereafter until the end of this fiscal year; and

WHEREAS, the 2001-2002 Allocation for the District is currently estimated to be Two Hundred Fifty-Eight Thousand and Nine Hundred Twelve Dollars (\$258,912.00); and

WHEREAS, the Allocation shall not supplant the resources a community college district expends in compensating its part-time faculty and shall not be used to exceed parity between part-time faculty and full-time faculty; and

WHEREAS, the 2001-2002 Allocation was from Proposition 98 Reversion funds, a one-time funding source; and

WHEREAS, the District timely submitted (by December 3, 2001), to the Fiscal Services Unit of the Chancellor's Office a "Request for

Allocation of Part-Time Faculty Compensation Funds 2001-2002 Fiscal Year" certifying that the District would determine through the collective bargaining process for its represented certificated unit, the specific definitions and amounts needed to achieve parity in compensation between part-time and full-time faculty for similar work.

WHEREAS, this Memorandum of Understanding is entered into as a result of the local bargaining process by and between the District and the exclusive bargaining representative of the District's full-time certificated faculty, Imperial Valley College Chapter of the CCA/CTA/NEA (Association) (jointly referred to herein as the "Parties"), for the purpose of establishing the percentage of work that is comparable between part-time and full-time faculty and amount needed to achieve parity in compensation between part-time and full-time faculty for similar work.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. It is specifically acknowledged that although the purpose of the Allocation is to make part-time faculty compensation more comparable to full-time faculty compensation for similar work, that the funds shall additionally be used to compensate the overload portion of a full-time faculty assignment.
2. The Allocation shall be distributed among the part-time faculty and the full-time faculty for overload assignments only on a per-hour basis.
3. Based on an analysis of facts and circumstances in existence as of January 2002, the Parties have determined that in order to ascertain comparability for purposes of the compensation paid to part-time faculty/full-time overload, the work week shall be defined as thirty (30) hours comprised of both teaching and office hours for full-time teaching faculty and thirty-five (35) hours comprised of specialized work for full-time non-teaching faculty.
4. In calculating the percentage of work that is comparable between full-time faculty and part-time faculty, the Parties agree that the respective thirty (30) and thirty-five (35) hours per week represents eighty-eight percent (88%) of the workload for full-time teaching faculty and one hundred percent (100%) of the workload for full-time non-teaching faculty, respectively.
5. The parity for teaching faculty overload assignments shall be eighty-eight percent (88%) of the average hourly rate of full-time teaching faculty pay. (Attached hereto as Exhibit A.)
6. The parity for non-teaching faculty (counselors and librarians) overload assignments shall be one hundred percent (100%) of the average hourly rate of full-time non-teaching faculty pay. (Attached hereto as Exhibit A.)



7. For both the fall 2001 semester and the spring 2002 semester, the "Part-Time Hourly Compensation Allocation Formula for Fall 2001" (attached hereto as Exhibit B) and the "Draft Part-Time Hourly Compensation Allocation for Spring 2002" (attached hereto as Exhibit C) shall be used to provide additional compensation on a one-time only basis, separate from, and in addition to the current overload compensation, to bargaining unit members on an hourly basis.
8. In order to set the hourly rate increase to the nearest quarter dollar increment, the District shall contribute an amount necessary to round upward the fall 2001 hourly rate increase. (See Exhibits B and C.) It is specifically acknowledged and agreed that the District shall recoup all or a portion of the total amount contributed and as such, the hourly rate increase for the spring 2002 semester shall be recalculated and adjusted accordingly.
9. Provided the Allocation is received by the District as set forth above, the funds shall be distributed as follows: a lump-sum one-time, off-schedule hourly rate increase (less the customary withholdings or taxes, etc.) for the fall 2001 semester shall be paid by separate warrant or included in the supplemental paycheck issued no later than April 10, 2002; a lump-sum one-time, off-schedule hourly rate increase (less the customary withholdings or taxes, etc.) for the spring 2002 semester shall be paid by separate warrant or included in the supplemental paycheck issued no later than July 10, 2002.
10. A portion of the Allocation shall be used by the District to cover those employer mandatory costs (social security (6.2%), Medicare (1.45%), unemployment insurance (.13%) and workers compensation insurance (1.09%) associated with providing an hourly rate increase to its employees. This amount is estimated at \$21,000, thus providing a balance of \$237,912 available for the hourly rate increase.
11. It is specifically acknowledged that the additional monies paid per hour to full-time faculty through the Allocation shall be for the 2001-2002 regular academic year only and as such, it is a one-time, off-schedule hourly rate increase.
12. The Parties agree to meet in April 2002 to determine the distribution of the Allocation, including additional monies, if any, received after the First Principal Apportionment for fall 2001 and taking into consideration any necessary recalculations, which shall be retroactive to the first faculty regular contract workday for the spring semester and payable by no later than July 10, 2002.
13. It is further specifically acknowledged that the above contract language applies to the 2001-2002 Allocation only and thereafter

has no force or effect and does not establish any past practice or binding future formula.

- 14. Notwithstanding the availability or non-availability of restricted funding for part-time faculty compensation, the regular hourly rates for full-time faculty overload assignments shall remain negotiable.
- 15. This Memorandum of Understanding contains the entire agreement between the District and the Association and there is no agreement on the part of either party to do any act or thing other than as expressly stated in this Memorandum of Understanding. There will also be no modifications or amendments to this Memorandum of Understanding unless they are in writing signed by all of the parties.

EXHIBIT A  
PARITY

- 1. The Parties determined the percentage of work that is comparable between part-time faculty and full-time faculty as follows:

<u>Teaching Faculty</u>	<u>Non-teaching faculty</u> <u>(counselors/librarians)</u>
50% in classroom teaching	100% workload
20% advising students	
<u>18% other activities</u>	
88% workload	

- 2. The Parties determined the District's average full-time faculty hourly rate to be as follows:

Teaching Faculty:  
 $\$53,000$  (average salary) / 177 workdays / 6 hours a day =  $\$49.90$   
 average hourly rate

Non-teaching Faculty:  
 $\$60,000$  (average salary) / 199 workdays / 7 hours a day =  $\$43.07$   
 average hourly rate

- 3. The Parties determined the parity in part-time hourly rate to be as follows:

For Teaching Faculty using an 88% comparable work factor:  $\$49.90 \times .88$   
 =  $\$43.91$  hourly rate

For Non-teaching Faculty (100% comparable work factor) =  $\$43.07$  hourly rate

- 4. The Parties determined the parity gap (hourly) to be as follows:

<u>For lecture hours:</u>	<u>Teaching Faculty</u>	<u>Non-Teaching Faculty</u>
Calculated parity hourly rate =	\$43.91	\$43.07
IVC's part-time lecture hourly rate =	\$25.00	\$25.00
Parity gap (difference)	<u>\$18.91</u>	<u>\$18.07</u>
<u>For laboratory hours:</u>	<u>Teaching Faculty</u>	<u>Non-Teaching Faculty</u>
Calculated parity hourly rate (75%) rate =	\$32.93	\$32.30
IVC's overload lab hourly rate	\$18.75	\$18.75
Parity gap (difference)	<u>\$14.18</u>	<u>\$13.55</u>

## EXHIBIT B

## FALL 2001 PART-TIME HOURLY COMPENSATION FORMULA

Allocated Funds

Allocation	\$258,912
Employer Costs	\$ 21,000
	<hr/>
Allocation Balance =	\$237,912

Allocation Balance ÷ 2 semesters = \$118,956 per semester

Fall 2001 Total Hours

Total Part-Time (Lec Hrs)	14,454.00
Total Part-Time (Lab Hrs)	+ 4,127.40
Total Full-Time Overload (Lec Hrs)	+ 8,931.00
Total Fall 2001 Hours	<hr/> = 27,512.40

Fall 2001 Hourly Increase

\$118,956 Fall Allocation Balance ÷ 27,512.40 Fall 2001 Hours =  
\$4.32 hourly increase

District shall contribute eighteen cents (.18) per hour to round upward the hourly rate to the nearest quarter dollar increment for an increase in the hourly rate to \$4.50 per hour. [Please refer to Paragraph 8, Page 2 of the Memorandum of Understanding] Fall 2001 Hourly Laboratory Rate shall be increased from \$18.75 per hour to \$23.25 per hour.

Fall 2001 Hourly Lecture Rate shall be increased from \$25.00 per hour to \$29.50 per hour

EXHIBIT C  
DRAFT SPRING 2002 PART-TIME HOURLY COMPENSATION FORMULA

Allocated Funds

Allocation Balance for Spring 2002 semester = \$118,956.00

Estimated Spring 2002 Hours

Total Part-time (Lec Hrs)	Unknown
Total Part-time (Lab Hrs)	+ Unknown
Total Full-Time Overload (Lec Hrs)	+ Unknown
Total Estimated Spring 2002 Hours	<u>27,512.40</u>

Estimated Spring 2001 Hourly Increase

Spring 2002 Hourly Laboratory Rate is estimated to be either \$23.00 or \$23.25 per hour. \*

Spring 2002 Hourly Lecture Rate is estimated to be either \$29.25 or \$29.50. \*

[\* Please refer to Paragraph 8, Page 2 of the Memorandum of Understanding]

M/S/C Medina/Keithly

Resolution No. 12395: **SUBSTITUTE CLASSIFIED SERVICE EMPLOYMENT**

BE IT RESOLVED that the following individuals be employed on a substitute basis, as needed:

<u>NAME</u>	<u>POSITION</u>	<u>FUNDING</u>	<u>RANGE</u>	<u>EFFECTIVE</u>
Camacho, Jose Luis	Custodian	District	21-A	2/19/02

M/S/C Medina/Keithly to **ADJOURN** the meeting at 8:10 P.M. - The next regular meeting of the Board of Trustees is scheduled for Wednesday, April 17, 2002, at 6:00 P.M.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
ICCD Board President

\_\_\_\_\_  
ICCD Board Secretary