



## AGENDA

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

Wednesday, April 8, 2009  
6:00 p.m.

Location  
Administration Building – Board Room  
380 East Aten Road  
Imperial, CA 92251

#### I. CALL TO ORDER

1. Roll Call by Secretary:

Carlos R. Acuña	Romualdo J. Medina
Rudy Cardenas, Jr.	Rebecca L. Ramirez
Norma Sierra Galindo	Louis Wong
Jerry D. Hart	

Student Representative – Chantilee Mendenhall  
Academic Senate Representative – Dr. Bruce Seivertson  
College Council Representative – John Abarca

2. Pledge of Allegiance

#### II. PUBLIC COMMENT

At this time persons may speak to the Board either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board. Board Policy 2350 states:

*Each speaker will be allowed a maximum of five minutes per topic. Thirty minutes shall be the maximum time allotment for public speakers on any one subject regardless of the number of speakers at any one Board meeting. At the discretion of a majority of the Board, these time limits may be extended.*

If you wish to be heard, please stand and identify yourself to the Board President.

#### III. WRITTEN COMMUNICATION

1. Judith Castillo, Assessment Technician (RE: Resignation, dated March 17, 2009)
2. District's Counter Proposal to CSEA Chapter 472 to open Contract Negotiations for Fiscal Year 2008-2009 and 2009-2010 (District's letter dated March 18, 2009)
3. Memorandum of Understanding with CSEA, Chapter 472(RE: Reclassification of Microcomputer Lab Technicians, dated March 26, 2009)

#### IV. INFORMATION REPORTS

1. Board Member Reports
2. Associated Student Government Senate Update – Chantilee Mendenhall
3. Academic Senate Update – Dr. Bruce Seivertson

March 17, 2009

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IVC  
PRESIDENT'S OFFICE

Board of Trustees  
Imperial Valley College  
380 E. Aten Road  
Imperial, CA 92251

Dear Board of Trustees,

I am writing this letter to officially tender my resignation from my position as Assessment Technician at Imperial Valley College. My last day will be March 31, 2009 two weeks from today.

Working for Imperial Valley College has been a wonderful experience. I could not ask for a better group of colleagues. I have grown in many ways here and will always treasure the opportunity provided to me by Imperial Valley College. However, I feel that it is time for a new challenge and experience.

I regret any inconvenience that this will cause, and will do my best to have my current projects finished before my last day. I wish Imperial Valley College much success. If there is anything I can do to be of assistance during the transition, please let me know.

Thank you

Sincerely,



JUDITH CASTILLO

cc: Norma Nuñez  
Victor Jaime  
Human Resources

California School Employees Association  
Chapter 472  
380 East Aten Road  
Imperial, CA 92251

March 18, 2009

Dear CSEA,

The District Board of Trustees has received your proposal (dated January 21, 2009) to open negotiations and makes the following counterproposals for fiscal years 2008-2009 and 2009-2010:

### **2008-2009**

#### **I. SALARY**

1. An on-schedule salary increase of .68%, retroactive to July 1, 2008.

#### **II. ARTICLE 10: INSURANCE**

1. District to pay 100% of insurance premiums. Coverage to remain status quo.
2. Maintain current retiree health benefits.

#### **III. OTHER**

1. Add language to ensure that employees inform their supervisor when they're absent (see draft language below similar to 90' CSEA contract):

##### **11.1.2 Reporting of Absence**

Classified employees are expected to report on time for their work assignment every day. If for any reason the employee is unable to report to work on time, it is essential the unit member inform their designated supervisor of this as soon as possible and no later than one hour after the scheduled work time.

The supervisor's consent must be obtained in advance of any absence unless the necessity of the absence cannot be reasonably anticipated. An employee who is absent because of illness must keep their supervisor informed as to an expected return to work date.

- IV. Except as provided herein, all other provisions of the current agreement between the parties shall remain in full force and effect.
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**2009-2010**

I. SALARY

1. No step increases.
2. Reduce salary schedule from 5% between steps to 3% between steps.
3. If the District receives growth funding of more than 3%, then we will initiate a reopener regarding salaries.

II. ARTICLE 10: INSURANCE

1. District to pay 100% of insurance premiums. Coverage to remain status quo.
2. Maintain current retiree health benefits.

III. ARTICLE 13: HOLIDAYS

1. Add holidays that will allow a two week board designated winter holiday break (in addition to the current four plus Christmas Eve, Christmas Day, and New Years Day that are already paid as holidays).

IV. OTHER

1. Except as provided herein, all other provisions of the current agreement between the parties shall remain in full force and effect.

Sincerely,



Carlos Acuna  
President, Board of Trustees  
Imperial College District

Copy: Dr. Ed Gould, John Lau, Travis Gregory

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between **IMPERIAL COMMUNITY COLLEGE DISTRICT ("District")** and **CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 472 ("CSEA")**.

WHEREAS, In accordance with the MOU signed July 13, 2006, between the above parties, reclassification request for all reclass request must be submitted between November 1 through January 31, in order to be effective for the next fiscal year; and,

WHEREAS, the Vice President for Academic Services wishes to reclassify the positions of Microcomputer Lab Technician (Business Division Lab) to Microcomputer Technician (Business Division Lab) and,

WHEREAS, this request, pursuant to written agreement of the District and CSEA was submitted to the Classification/Reclassification Committee for review and action; and,

WHEREAS, the Classification/Reclassification Committee recommended approval of the proposed reclassification;

NOW, THEREFORE, BE IT RESOLVED that the parties understand and agree to, on this occasion only, to waive the stipulated contract agreement for dates of reclassification request and implementation; and,

BE IT FURTHER RESOLVED, that the action of the Classification/Reclassification Committee with respect to this position is approved and ratified; and,

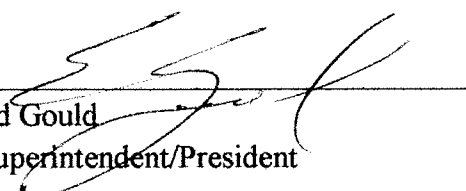
BE IT FURTHER RESOLVED, that the positions of Microcomputer Lab Technician (Business Division Lab) Range 15, 10 month position be reclassified as Microcomputer Technician (Business Division Lab) Range 23, 12 month position retro to December 1, 2008.

Executed this 26<sup>th</sup> day March, 2009, at Imperial, California.

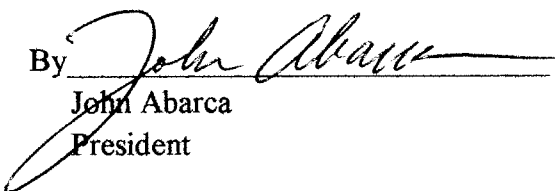
IMPERIAL COMMUNITY COLLEGE  
DISTRICT

CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER 472

By

  
Ed Gould  
Superintendent/President

By

  
John Abarca  
President

4. College Council Update – John Abarca
5. Monthly Financial Report – John Lau
6. President's Update – Dr. Ed Gould

**V. PUBLIC HEARING**

1. District's Counter Proposal to CSEA Chapter 472 to open Contract Negotiations for Fiscal Year 2008-2009 and 2009-2010 (District's letter dated March 18, 2009)

**VI. DISCUSSION**

1. Resolution No. 14328: Resolution of the Board of Trustees of the Imperial Community College District providing for the issuance and sale of General Obligation Bonds, Election of 2004, Series 2009 D, in the aggregate principal amount of not to exceed \$8,898,711 (Education Code)

**VII. CONSENT AGENDA – BUSINESS**

1. Approval of Minutes dated March 11, 2009, Special Board Meeting
2. Approval of Minutes dated March 18, 2009, Regular Board Meeting
3. Resolution No. 14329: Purchase Orders
4. Resolution No. 14330: Payroll Warrant Orders
5. Resolution No. 14331: Commercial Warrant Orders
6. Resolution No. 14332: Budget Transfers
7. Resolution No. 14333: Increase in Parking Citation Fines
8. Resolution No. 14334: Surplus Property
9. Resolution No. 14335: Memorandum of Understanding with the El Centro Chamber of Commerce and Visitors Bureau
10. Resolution No. 14336: Memorandum of Understanding with the Brawley Chamber of Commerce
11. Resolution No. 14337: Memorandum of Understanding with the Calexico Chamber of Commerce
12. Resolution No. 14338: Agreement with Imperial Valley Regional Occupational Program for the WIA Youth Educational/Occupational/Leadership Skills Program

**VIII. CONSENT AGENDA – EDUCATIONAL SERVICES**

1. Resolution No. 14339: Major, Certificate, Course Additions, and Deletions
2. Resolution No. 14340: Agreement numbers CCAP-8078 project number 13-6315-00-8, for Fiscal Year 2008-2009
3. Resolution No. 14341: Day of the Teacher: May 13, 2009
4. Resolution No. 14342: Classified School Employees Week: May 17-23, 2009

**IX. CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (Two potential cases)
2. NEGOTIATIONS UNDER THE EDUCATIONAL EMPLOYMENT RELATIONS ACT  
Conference with District Negotiators: John Lau and Travis Gregory  
Employee Organization: CSEA Chapter 472  
RE: Negotiations Update and Direction
3. NEGOTIATIONS UNDER THE EDUCATIONAL EMPLOYMENT RELATIONS ACT  
Conference with District Negotiators: John Lau and Travis Gregory  
Employee Organization: IVC Chapter of CCA/CTA/NEA  
RE: Negotiations

**X. OPEN SESSION**

1. Announcement of final action taken

**XI. CONSENT AGENDA – HUMAN RESOURCES**

1. Resolution No. 14343: Adjunct Instructor Employment
2. Resolution No. 14344: Classified Substitute Employment
3. Resolution No. 14345: Classified Service Reclassification

**XII. ADJOURNMENT**

The next regular meeting of the Imperial Community College District Board of Trustees is scheduled for the **THIRD WEDNESDAY, MAY 20, 2009, AT 6:00 P.M.** in the Administration Building Board Room.

## VI. DISCUSSION

### VI.1 Resolution No. 14328: Resolution of the Board of Trustees of the Imperial Community College District providing for the issuance and sale of General Obligation Bonds, Election of 2004, Series 2009 D, in the aggregate principal amount of not to exceed \$8,898,711 (Education Code)

WHEREAS, a special bond election was duly and regularly held in the Imperial Community College District (the "District") on November 2, 2004, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting a measure to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the maximum aggregate principal amount of \$58,600,000 (the "Bonds"), and more than 55% of the votes cast at said election were in favor of the issuance of the Bonds; and

WHEREAS, the Board of Trustees has previously issued three series of the Bonds in the aggregate principal amounts of \$24,500,000, \$13,285,473.05 and \$11,915,815.95, respectively; and

WHEREAS, the Board of Trustees of the District wishes at this time to institute proceedings for the sale of a fourth series of Bonds in the aggregate principal amount of not to exceed \$8,898,711 (the "Series 2009 D Bonds"), and the District will be permitted to issue such Bonds directly on its own behalf because the most recent interim report for the District was not qualified, and that the Board of Supervisors of the County has adopted its resolution authorizing the District to issue its bonds directly under the provisions of the Education Code of the State of California, commencing with Section 15264 of the Education Code (the "Bond Law");

NOW, THEREFORE, the Board of Trustees of the District hereby finds, determines, declares and resolves as follows:

### ARTICLE I DEFINITIONS; AUTHORITY

**Section 1.01. Definitions.** The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

**"Accreted Interest"** means, with respect to any Capital Appreciation Bond, Accreted Value as of the date of its calculation, less the original principal amount of such Capital Appreciation Bond.

**"Accreted Value"** means (a) on any Compounding Date, the amount set forth opposite such Compounding Date on the Table of Accreted Values which is included in Exhibit A hereto as part of the form of Capital Appreciation Bond, (b) on any date between the Closing Date and the first Compounding Date, the amount determined on the basis of straight-line interpolation between the Closing Date and such Compounding Date (based on a 360-day year and twelve 30-day months), and (c) on any date which is between two Compounding Dates (based on a 360-day year and twelve 30-day months), the amount determined on the basis of straight-line interpolation between such date and such Compounding Date.

**"Articles," "Sections"** and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words "herein," "hereof," "hereunder" and other words of similar



import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

**“Authorized Investments”** means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, including, but not limited to, the Imperial County Investment Pool, the Local Agency Investment Fund in the California State Treasury and investment agreements, including guaranteed investment contracts, with a financial entity whose long-term debt is rated by Moody’s Investors Service and Standard & Poor’s Rating Services, A Division of the McGraw-Hill Companies (“Standard & Poor’s Rating Services”) no lower than the rating on the Bonds, and whose short-term debt is rated no lower than the corresponding level of rating category for such debt. Any such investment agreement shall provide that the financial entity shall deposit collateral with a third party in accordance with criteria established by Moody’s Investors Service and Standard & Poor’s Rating Services in the event that the rating of short- or long-term debt of the financial entity is downgraded below then-current requirements of Moody’s Investors Service and Standard & Poor’s Rating Services for such investment agreements.

**“Board”** means the Board of Trustees of the Imperial Community College District, Imperial County, California.

**“Bond Counsel”** means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

**“Bond Law”** has the meaning given to said term in the recitals.

**“Bond Payment Date”** means, unless otherwise specified upon sale of the Bonds, February 1 and August 1 of each year, commencing August 1, 2009 with respect to interest on the Current Interest Bonds and August 1 of each year commencing August 1, 2009, with respect to the principal payments on the Current Interest Bonds, and, with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.

**“Bonds” or “Series 2009 D Bonds”** means the Current Interest Bonds and the Capital Appreciation Bonds at any time Outstanding pursuant to this Resolution.

**“Building Fund”** means the fund established pursuant to Section 3.04.

**“Capital Appreciation Bond”** means Series 2009 D Bonds, the interest component of which is compounded semiannually on each Compounding Date to maturity as shown in the table of Accreted Value for such Series 2009 D Bonds in the Official Statement. “Capital Appreciation Term Bonds” means those Capital Appreciation Bonds for which mandatory redemption dates have been established in Section 2.03, if any.

**“Closing Date”** means the date upon which there is an exchange of Bonds for the proceeds representing the purchase price of the Bonds by the Original Purchaser.

**“Compounding Date”** means, unless otherwise specified upon sale of the Bonds, with respect to any Capital Appreciation Bond, August 1, 2009 and each August 1 and February 1 thereafter, to and including the date of maturity of such Capital Appreciation Bond.

**“County”** means the County of Imperial, California.

**“County Treasurer”** means the County Treasurer-Tax Collector, or deputy or designee thereof.

**“Current Interest Bonds”** means the Series 2009 D Bonds, the interest on which is payable on each Bond Payment Date specified for each such Series 2009 D Bond, as designated and maturing in the years and in the amounts set forth in the Official Statement. “Current Interest Term Bonds” means those Current Interest Bonds for which mandatory redemption dates have been established pursuant to Section 2.03.

**“Debt Service”** means the scheduled amount of interest and amortization of principal on Current Interest Bonds, and Accreted Value or Maturity Value on the Capital Appreciation Bonds, in both cases payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

**“Debt Service Fund”** means the fund established and held by the County Office of Education for the District under Section 3.06.

**“Denominational Amount”** means, with respect to any Capital Appreciation Bond, the initial purchase price thereof, and with respect to any Current Interest Bond, the principal amount thereof.

**“Depository”** means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.04.

**“Depository System Participant”** means any participant in the Depository's book-entry system.

**“DTC”** means The Depository Trust Company, New York, New York, and its successors and assigns.

**“District”** means the Imperial Community College District and any successor thereto.

**“District Representative”** means the Superintendent, the Vice-President/Chief Financial Officer, the Clerk of the Board, or any other duly appointed officer of the District authorized by resolution of the Board to act as a representative of the District hereunder.

**“Federal Securities”** means United States Treasury notes, bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

**“Information Services”** means Financial Information, Inc.'s Financial Daily Called Bond Service; Interactive Data Corporation's Bond Service; Kenny Information Service's Called Bond Service; Moody's Municipal and Government; or Standard & Poor's Called Bond Record.

**“Issuance Expenses”** means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, municipal bond insurance premiums, fees for execution, transportation and safekeeping of the Bonds and charges and fees in connection with the foregoing.

**“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.

**“Official Statement”** means, inclusively, the preliminary and final official statements for the sale of the Bonds in the forms approved by the District pursuant to Section 4.03.

**“Original Purchaser”** means the first purchaser or purchasers of the Series 2009 D Bonds pursuant to the Notice of Sale.

**“Outstanding,”** when used as of any particular time with reference to Bonds, means all Bonds except:

- (a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;
- (b) Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and
- (c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the District pursuant to the Resolution.

**“Owner”** or **“Bondowner”** mean any person who shall be the registered owner of any Outstanding Bond.

**“Paying Agent”** means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

**“Principal Office”** means the principal corporate trust office of the Paying Agent.

**“Proceeds Account”** means the account by that name established pursuant to Section 3.03.

**“Regulations”** means temporary and permanent regulations promulgated under the Tax Code.

**“Resolution”** or **“Bond Resolution”** means this Resolution.

**“Securities Depositories”** means The Depository Trust Company, 711 Steward Avenue, Garden City, New York 11530, Facsimile transmission: (516) 227-4039, (516) 227-4190; Midwest Securities Trust Company, Capital Structure-Call Notification, 440 South La Salle Street, Chicago, Illinois 60605, Facsimile transmission: (312) 663-2343; and Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103, Facsimile transmission: (215) 496-5058.

**“Supplemental Resolution”** means any resolution supplemental to or amendatory of this Resolution, adopted by the Board in accordance with Article VIII hereof.

**“Tax Code”** means the Internal Revenue Tax Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final Regulations promulgated under the Tax Code.

**“Term Bonds”** or **“Series 2009 D Term Bonds”** means the Bonds designated as Term Bonds upon sale of the Bonds and subject to mandatory sinking fund redemption as provided upon sale of the Bonds.

**“Written Request of the District”** means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

## **ARTICLE II THE BONDS**

**Section 2.01. Authorization.** The Bonds, comprised of Current Interest Bonds and Capital Appreciation Bonds, are hereby authorized to be issued by the District under and subject to the terms of the Bond Law and this Resolution; provided, that the aggregate principal amount of the Current Interest Bonds and the Capital Appreciation Bonds shall not exceed \$8,898,711. This Resolution constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds shall be designated the “Imperial Community College District General Obligation Bonds, Election of 2004, Series 2009 D”.

### **Section 2.02. Terms of Bonds.**

(a) **Form; Numbering.** The Bonds shall be issued as fully registered Bonds, without coupons. Bonds shall be lettered and numbered as the Paying Agent shall prescribe. The Current Interest Bonds shall be issued in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Current Interest Bonds maturing in the year of maturity of the Current Interest Bond for which the denomination is specified. The Capital Appreciation Bonds shall be issued in the Maturity Value of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate Maturity Value of Capital Appreciation Bonds maturing in the year of maturity for the Capital Appreciation Bonds for which the denomination is specified.

(b) **Date of Bonds.** The Series 2009 D Bonds shall be dated the Closing Date, or such other date as shall be specified upon sale of the Bonds.

(c) **CUSIP Identification Numbers.** “CUSIP” identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series 2009 D Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series 2009 D Bonds shall not constitute an event of default or any violation of the District’s contract with such Owners and shall not impair the effectiveness of any such notice.

(d) **Maturities; Interest.** The Series 2009 D Bonds shall mature on August 1 in the years and amounts set forth upon sale of the Bonds.

The Maturity Value of any Capital Appreciation Bond shall be payable only upon the maturity of such Capital Appreciation Bond. The total amount of principal of and interest payable on the Capital Appreciation Bonds as of any date other than its maturity date shall be the Accreted Value thereof determined as of such date.

The Current Interest Bonds shall bear interest at such rate as shall be determined upon the sale thereof in accordance with Section 4.01 hereof, payable semi-annually on each Bond Payment Date, commencing August 1, 2009, or such other date specified upon sale of the Bonds.

The Capital Appreciation Bonds shall accrete interest at such rate or rates as shall be determined upon the sale thereof in accordance with Section 4.01 hereof.

Each Current Interest Bond shall bear interest from the Bond Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of a Bond Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to a Bond Payment Date and after the close of business on the fifteenth (15th) day of the month preceding such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or (iii) it is registered and authenticated prior to 15 days prior to the first interest payment date, in which event it shall bear interest from the Closing Date; *provided, however*, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Bond Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Series 2009 D Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) Payment. Interest on the Current Interest Bonds, including the final interest payment upon maturity, is payable by check of the Paying Agent mailed on the Bond Payment Date via first-class mail to the Owner thereof at such Owner's address as it appears on the bond register maintained by the Paying Agent at the close of business on the fifteenth (15th) day of the month preceding the Bond Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose, or upon written request filed with the Paying Agent as of the Record Date by an Owner of at least \$1,000,000 in aggregate principal amount of Current Interest Bonds, by wire transfer.

The interest portion of the Accreted Value of any Capital Appreciation Bond which is payable on the date of maturity shall represent interest accrued and coming due on such date. The Accreted Value of any Capital Appreciation Bond at maturity shall be payable, except as provided below, by check mailed by first-class mail, in lawful money of the United States of America upon presentation and surrender of such Bond at the Principal Office of the Paying Agent.

**Section 2.03. Redemption**. The Series 2009 D Bonds, including any Series 2009 D Term Bonds, will be subject to redemption as provided upon sale of the Bonds.

Whenever less than all of the outstanding Series 2009 D Bonds are to be redeemed, the Paying Agent shall select the Series 2009 D Bonds to be redeemed in any order as directed by the District, or if no District direction is given, within a maturity the Paying Agent shall select Series 2009 D Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Series 2009 D Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof. The Paying Agent shall promptly notify the District of the Series 2009 D Bonds so selected for redemption on such date.

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the Bonds must be submitted for redemption, descriptive information about the Bonds, including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount or Maturity Value of such Bond to be

redeemed, together with interest accrued or accreted to said date, and redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue or accrete and be payable.

Notice of redemption shall be by first class mail, postage prepaid, to the original purchaser of the Bonds, to a Securities Depository and to an Information Service that disseminates securities redemption notices, and to the District and to the County, and by registered or certified mail or personal delivery to the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond Register of the Paying Agent, in every case at least 30 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

**SECTION 2.04. Book-Entry System.**

(a) Original Delivery. The Bonds shall be initially delivered in the form of a separate single fully registered Bond (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the ownership of each such Bond shall be registered on the Registration Books in the name of Cede & Co. (the "Nominee"). Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, the District and the Paying Agent shall have no responsibility or obligation to any Depository System Participant or to any person on behalf of which the Depository holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than an Owner as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the District elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than an Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal, premium and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers of ownership of such Bond, and for all other purposes whatsoever. The Paying Agent shall pay the principal of and interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond evidencing the obligation of the District to make payments of principal, interest and premium, if any, pursuant to this Resolution. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Paying Agent.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of

such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners. The Paying Agent agrees to comply with all provisions in such letter with respect to the giving of notices thereunder by the Paying Agent. In addition to the execution and delivery of such letter, the District may take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. In the event that either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the District determines to terminate the Depository as such, then the District shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the District and the Paying Agent in the issuance of replacement Bonds by providing the Paying Agent with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Paying Agent on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the District fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Article 2. Prior to its termination, the Depository shall furnish the Paying Agent with the names and addresses of the Participants and respective ownership interests thereof.

(d) Payments to the Nominee. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to principal of and interest and premium, if any, on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

**Section 2.05. Form of Bonds.** The Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the form, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as set forth in Exhibit A (Capital Appreciation Bond) and Exhibit B (Current Interest Bond) attached hereto.

**Section 2.06. Execution of Bonds.** The Bonds shall be executed on behalf of the Board by the facsimile signatures of the President of the Board or the Superintendent and countersigned by the Clerk of the Board of Trustees who are in office on the date of adoption of this Resolution or at any time thereafter, and the seal of the District, if any, shall be impressed, imprinted or reproduced by facsimile thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the Board by such persons as at the actual date of the execution of such Bond shall be the proper officers of the District although at the nominal date of such Bond any such person shall not have been such officer of the District.

Only such Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A and Exhibit B attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

**Section 2.07. Transfer of Bonds.** Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.09 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

No transfers of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

**Section 2.08. Exchange of Bonds.** Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

**Section 2.09. Bond Register.** The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bond (the "Registration Books"), which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein before provided.

**Section 2.10. Temporary Bonds.** The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office of the Paying Agent and the Paying Agent shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Bonds executed and delivered hereunder.

**Section 2.11. Bonds Mutilated, Lost, Destroyed or Stolen.** If any Bond shall become mutilated the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity



satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Bond issued under the provisions of this Section 2.11 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Bonds issued pursuant to this Resolution.

**ARTICLE III  
ISSUE OF BONDS; APPLICATION OF BOND PROCEEDS; SECURITY FOR THE BONDS; DEBT  
SERVICE FUND**

**Section 3.01. Issuance and Delivery of Bonds.** At any time after the execution of this Resolution the District may issue and deliver the Bonds. The District Representative shall be, and is hereby, directed to cause the Bonds to be printed, signed and sealed, and to be delivered to the Original Purchaser upon the County Treasurer's receipt of the purchase price therefor, and upon the Original Purchaser's performance of the conditions imposed by the District. The Paying Agent is hereby authorized to deliver the Bonds to the Original Purchaser, upon receipt of a Written Request of the District.

**Section 3.02. Application of Proceeds of Sale of Bonds.** The Paying Agent shall deposit the proceeds of sale of the 2009 D Bonds received by it (including any good faith deposits upon the public sale thereof) in the Proceeds Account established pursuant to Section 3.03, to be applied on the Closing Date as follows:

- (a) The Paying Agent shall withdraw from the Proceeds Account and transfer to the County for deposit in the Debt Service Fund established pursuant to Section 3.06 an amount equal to the premium (if any) received on the sale of the 2009 D Bonds.
- (b) The Paying Agent shall retain in the Proceeds Account an amount set forth in a Written Request of the District filed with the Paying Agent as of the Closing Date, which amount is equal to the estimated Costs of Issuance.
- (c) The Paying Agent shall transfer the remainder of such proceeds to the Tax Collector-Treasurer of the County on behalf of the District, for deposit in the Building Fund established pursuant to Section 3.04.

**Section 3.03. Proceeds Account.** There is hereby created the "2009 D Bonds Bond Proceeds Account", which shall be held and maintained by the Paying Agent as a separate account, distinct from all other funds of the District, into which shall be deposited the proceeds of sale of the 2009 D Bonds under Section 3.02. Amounts remaining on deposit in the Proceeds Account under Section 3.02(b) shall be disbursed for the purpose of paying the Costs of Issuance upon the receipt by the Paying Agent of Written Requests of the District. On the date which is four months after the Closing Date, the Paying Agent shall withdraw all amounts remaining on deposit in the Proceeds Account and transfer such amounts to the County for deposit in the Building Fund.

**Section 3.04. Building Fund.** The District hereby directs the Tax Collector-Treasurer of the County to establish, hold and maintain a fund to be known as the "2009 D Bonds Imperial Community College

District Building Fund”, which the County shall maintain as a separate account, distinct from all other funds of the County and the District. The proceeds from the sale of the 2009 D Bonds, to the extent required under Section 3.02(c), shall be transferred to the County on behalf of the District to be credited to the Building Fund, to be expended by the District solely for the acquisition or improvement of real property for which the 2009 Bond proceeds are authorized to be expended pursuant to the Bond Proposition. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the 2009 D Bonds.

**Section 3.05. Security for the Bonds.** The Bonds are general obligations of the District, and the Board of Supervisors of the County has the power, is obligated to, and shall levy ad valorem taxes upon all property within the District subject to taxation, without limitation of rate or amount, for the payment of the Bonds and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Act.

**Section 3.06. Debt Service Fund.** The District shall instruct the County Office of Education to create and maintain while the Bonds are outstanding an interest and sinking fund for the Series 2009 D Bonds (the “Debt Service Fund”), which shall be maintained by the County Office of Education as a separate account, distinct from all other funds of the District, into which shall be paid on receipt thereof, (i) the portion of the Bond proceeds designated in Section 3.02 of this Resolution, and (ii) the proceeds of any taxes levied pursuant to Section 3.03. The Debt Service Fund shall be administered and disbursements made in the manner set forth in Section 3.05 hereof.

**Section 3.07. Disbursements From Debt Service Fund.** The moneys in the Debt Service Fund, to the extent necessary to pay Debt Service on the Bonds as the same becomes due and payable, shall be transferred by the County Office of Education to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the Debt Service on the Bonds. DTC will thereupon make payments of Debt Service on the Bonds to the DTC Participants who will thereupon make payments of Debt Service to the beneficial owners of the Bonds. Any moneys remaining in the Debt Service Fund after Debt Service on the Bonds has been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to Section 15234 of the Education Code.

**Section 3.08. No Liability of the County.** Notwithstanding anything stated to the contrary in this Resolution, (a) the Bonds are not a debt of the County, including its Board, officers, officials, agents and employees, and the County, including its Board, officers, officials, agents and employees, has no obligation to repay the Bonds; (b) the Board's sole responsibilities hereunder are to levy a tax for the repayment of the Bonds, as provided in Sections 15140, 15146 and 15250, respectively, of the Education Code, and (i) neither the County, nor the Board, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in said Code Sections; (ii) the Bonds, including interest thereon, shall be payable solely from taxes levied by the Board of Supervisors of the County pursuant to Section 15250 of the California Education Code; and (iii) the County, including its Board, officers, officials, agents and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties in connection with levying the tax to repay the Bonds.

**ARTICLE IV  
SALE OF THE BONDS; OFFICIAL STATEMENT**

**Section 4.01. Sale of the Bonds.**

(a) . Approval of Purchase Contract. The Bonds will be sold at negotiated sale by the District to an underwriter pursuant to the terms and conditions set forth in the Purchase Contract substantially in the form on file with the Clerk (the "Purchase Contract"). The form of the Purchase Contract is hereby approved and the Superintendent, his designee, or other authorized representative of the District is hereby authorized to execute the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Superintendent, or designee thereof, and the District may approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the maximum true interest cost on the Bonds shall not exceed the legal limit and the Underwriter's discount may not exceed three quarters of one percent (0.75%) excluding expenses and costs of issuance and original issue discount, of the aggregate principal or issue amount of Bonds sold thereunder. The Superintendent, or designee thereof, is further authorized to determine the principal or issue amount of the Bonds to be specified in the Purchase Contract for sale by the District, up to an aggregate principal or issue amount of \$8,898,711, to modify redemption terms and to enter into and execute the Purchase Contract, if the conditions set forth in this Resolution are met.

The Bonds shall be sold by negotiated sale inasmuch as: (i) such sale will allow the District to integrate the sale of the 2009 D Bonds with other public financings undertaken, or to be undertaken, by the District in order to finance and fund public college facilities; (ii) such a sale will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; and (iii) such a sale will allow the District to control the timing and structuring of the sale of the 2009 D Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the 2009 D Bonds to such market.

Caldwell Flores Winters, Inc., has been selected to act as financial advisor to the District, Jones Hall, A Professional Law Corporation, has been selected as the District's bond counsel and Piper Jaffray & Co. has been selected as underwriter. The estimated costs of issuance associated with the bond sale and the sale of the Series 2009 Bonds are \$163,275, excluding underwriter's compensation, bond insurance costs and including the financial advisor and bond counsel fees, costs of printing the Official Statement, rating agency fees and paying agent fees. Final complete costs of issuance will be determined and presented to the Board subsequent to sale of the Bonds.

If, it appears in the best interests of the District to acquire municipal bond insurance to secure the Bonds, the Superintendent may so provide in the Purchase Contract.

(b) Official Statement. The Board hereby approves and deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the preliminary Official Statement describing the 2009 D Bonds in the form on file with the Clerk of the Board. A District Representative is hereby individually authorized, at the request of the Original Purchaser, to execute an appropriate certificate affirming the Board's determination that the preliminary Official Statement has been deemed nearly final within the meaning of such Rule. Distribution of the preliminary Official Statement by the Original Purchaser is hereby approved. A District Representative is hereby individually authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by such District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the final Official Statement by the Original Purchaser. A District Representative shall execute the final Official Statement in the name and on behalf of the District.

**Section 4.02. Official Action.** All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Bonds are hereby approved, and the District Representative and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the Board, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution.

## **ARTICLE V COVENANTS**

**Section 5.01. Punctual Payment.** The District shall, pursuant to Section 15140(b) of the California Education Code, send a certified copy of this Resolution, together with the debt service schedule for the Series 2009 D Bonds, to the County Treasurer, to assure that the Board of Supervisors will levy ad valorem taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series 2009 D Bonds, in conformity with the terms of the Series 2009 D Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

**Section 5.02. Extension of Time for Payment.** In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default by the District hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

**Section 5.03. Tax Covenants.** (a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series 2009 D Bonds are not so used as to cause the Series 2009 D Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Internal Revenue Code of 1986 (the "Code").

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series 2009 D Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) Rebate Requirement. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series 2009 D Bonds.

(d) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Series 2009 D Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series 2009 D Bonds would have caused the Series 2009 D Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) Maintenance of Tax Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series 2009 D Bonds from the gross income of the Owners of the Series 2009 D Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series 2009 D Bonds.

(f) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates the Bonds for purposes of paragraph (3) of section 265(b) of the Code and represents that not more than \$30,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Code, except certain qualified 501(c)(3) bonds as defined in section 145 of the Code for which the and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including the Bonds, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2009.

(g) Exemption from Rebate Requirement. The District is a governmental unit with the power to impose taxes of general applicability which, when collected, may be used for general purposes of the District; the Bonds are not private activity bonds within the meaning of section 141 of the Internal Revenue Code of 1986 (the "Code"); and ninety-five percent (95%) of the Net Sale Proceeds of the Bonds are to be used for local governmental activities of the District. The aggregate face amount (or, issue prices, in the case of issues with a net original issue discount or net original issue premium in excess of two percent (2%) of the principal amount of the issue, excluding original issue premium used for reasonable underwriter's compensation) of all tax-exempt obligations (other than private activity bonds as defined in section 141 of the Code) issued by the District, including all subordinate entities of the District and all entities which may issue obligations on behalf of the District, during the calendar year during which the Bonds are being issued, is not reasonably expected to exceed \$15,000,000, of which no more than \$5,000,000 is for other than the construction of public school facilities, excluding, however, that portion of current refunding obligations having a principal amount not in excess of the principal amount of the refunded obligation. By reason of the statements set forth in this subparagraph, the District will not rebate excess investment earnings, if any, to the federal government.

**Section 5.04. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Series 2009 D Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof, the form of which is on file with a District Representative.

**ARTICLE VI  
THE PAYING AGENT**

**Section 6.01. Appointment of Paying Agent.** U.S. Bank National Association, Los Angeles, California, is hereby appointed as Paying Agent for the Bonds. The Paying Agent shall perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect. The Superintendent is hereby authorized to designate a different paying agent for the Bonds prior to the issuance of the Bonds provided such paying agent meets the conditions set forth below and accepts such duties and obligations by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bond Owners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

**Section 6.02. Paying Agent May Hold Bonds.** The Paying Agent may become the owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

**Section 6.03. Liability of Agents.** The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or

otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

**Section 6.04. Notice to Agents.** The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

**Section 6.05. Compensation; Indemnification.** The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

## **ARTICLE VII EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS**

**Section 7.01. Events of Default.** Any one or more of the following events shall constitute an "event of default:"

(a) if default shall be made by the District in the due and punctual payment of Debt Service or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District Representative; or

(c) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court

of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

**Section 7.02. Application of Funds Upon Default.** All of the sums in the Debt Service Fund and accounts provided for in Section 4.02 hereof upon the occurrence of an Event of Default as provided in Section 7.01 hereof, and all sums thereafter received by the Paying Agent hereunder, shall be applied by the Paying Agent in the following order upon presentation of the Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

*First*, to the payment of the costs and expenses of the Paying Agent hereunder and of the costs and expenses of Bondowners in declaring such event of default, including reasonable compensation to their agents, attorneys and counsel;

*Second*, in case the principal of the Bonds shall not have become due and payable, to the payment of the interest in default in the order of the maturity of the installments of such interest, with interest on the overdue installments at the rate of twelve percent (12%) per annum (to the extent that such interest on overdue installments shall have been collected), such payments to be made ratably to the persons entitled thereto without discrimination or preference;

*Third*, in case any principal of the Bonds shall have become and shall be then due and payable, all such sums shall be applied to the payment of the whole amount then owing and unpaid upon the Bonds for principal and interest, with interest on the overdue principal and installments of interest at the rate of twelve percent (12%) per annum (to the extent that such interest on overdue installments of interest shall have been collected), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such principal and interest without preference or priority of principal over interest, or interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

**Section 7.03. Remedies of Bondowners.** Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights; or

(c) upon the happening of any event of default (as defined in Section 7.01 hereof), by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

**Section 7.04. Non-Waiver.** Nothing in this Article VII or in any other provision of this Resolution, or in the Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to



pay the principal of and interest on the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, or affect or impair the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

**Section 7.05. Remedies Not Exclusive.** No remedy herein conferred upon the Owners of Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

## ARTICLE VIII SUPPLEMENTAL RESOLUTIONS

**Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners.** For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Board may be adopted, which, without the requirement of consent of the Owners of the Bonds, shall be fully effective in accordance with its terms:

- (a) To add covenants and agreements of the Board in this Resolution, which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To add limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the Board which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (c) To confirm, as further assurance, any pledge of the District under this Resolution, of any moneys, 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 make such additions, deletions or modifications as may be necessary to assure exclusion from gross income for purposes of federal income taxation of interest on the Bonds.

**Section 8.02. Supplemental Resolutions Effective With Consent of the Owners.** Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of

the Owners of at least two-thirds in aggregate principal amount of the Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged by the District for the repayment of the Bonds without the consent of all the Owners of such Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

## **ARTICLE IX MISCELLANEOUS**

**Section 9.01. Benefits of Resolution Limited to Parties.** Nothing in this Resolution, expressed or implied, is intended to give to any person other than the Board, the District, the Paying Agent and the Owners of the Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Bonds.

**Section 9.02. Defeasance.**

(a) Discharge of Resolution. Any or all Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the Debt Service on Bonds Outstanding and designated for defeasance, as and when the same become due and payable;
- (ii) by depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c)) to pay Bonds Outstanding and designated for defeasance; or
- (iii) by delivering to the Paying Agent, for cancellation by it, Bonds Outstanding and designated for defeasance.

If the District shall pay such Bonds Outstanding as have been designated for defeasance and shall also pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that such Bonds shall not have been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment of such Bonds not theretofore surrendered for such payment.

(b) Discharge of Liability on Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) to pay any Outstanding Bond (whether upon or prior to its maturity date), then all liability of the District in respect of such Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant, knowledgeable in calculation of amounts necessary to defease municipal securities, delivered to the District, will provide money sufficient to pay the Debt Service on the Bonds to be paid, as such Debt Service becomes due;

provided, in each case, that the Paying Agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such Debt Service on such Bonds.

(d) Payment of Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the Debt Service on any Bonds and remaining unclaimed for one year after the Debt Service on all of the Bonds has become due and payable, if such moneys were so held at such date, or one year after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall, upon request of the District, be repaid to the District, free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Bonds which have not been paid at the addresses shown on the registration books maintained by the Paying Agent a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

**Section 9.03. Execution of Documents and Proof of Ownership by Bondowners.** Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District, the Paying Agent or the District Representative in good faith and in accordance therewith.

**Section 9.04. Waiver of Personal Liability.** No board member, officer, agent or employee of the Board or the District shall be individually or personally liable for the payment of the principal or interest on the Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

**Section 9.05. Destruction of Canceled Bonds.** Whenever in this Resolution provision is made for the surrender to the District of any Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

**Section 9.06. Partial Invalidity.** If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District Representative in trust for the benefit of the Bondowners.

**Section 9.07. Effective Date of Resolution.** This Resolution shall take effect from and after the date of its passage and adoption.

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**VII. CONSENT AGENDA – BUSINESS**

**VII.1. Approval of Minutes dated March 11, 2009, Special Board Meeting**

**VII.2. Approval of Minutes dated March 18, 2009, Regular Board Meeting**

**VII.3. Resolution No. 14329: Purchase Orders**

BE IT RESOLVED that upon the recommendation of the Superintendent/President the following Purchase Orders and Direct Payments are hereby approved:

March 2009

Purchase Orders	4,333,611.48
Direct Payments	<u>301,913.45</u>
	4,635,524.93

**VII.4. Resolution No. 14330: Payroll Warrant Orders**

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to approve the issuance of the following payroll warrants for the month of March 2009.

2008-09 Payroll Warrant	#	Fund 10 General Fund	Fund 45 Child Dev.	Fund 80 Bond Fund	Warrant Total
3/10/09	18	419,739.57			419,739.57
3/31/09	19	2,707,491.91	40,685.68	9,579.60	2,757,757.19
		3,127,231.48	40,685.68	9,579.60	3,177,496.76

**VII.5. Resolution No. 14331: Commercial Warrant Orders**

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to approve the issuance of the following commercial warrant orders for the month of March 2009:

2008-09 Commercial Warrant	#	Fund 10 General Fund	Financial Aid	Fund 20 Building Fund	Fund 40 Lease Rev. Bond	Fund 45 Child Dev.	Fund 50 Cert. of Part.	Fund 80 Bond Fund	Warrant Total
3/5/09	33	125,832.07					17,875.00	25,944.39	169,651.46
3/12/09	34	52,167.83	53,756.09				2,836.42	2,098,430.70	2,207,191.04
3/19/09	35	720,567.70	2,265,894.24	810.00				133,914.84	3,121,186.78
3/26/09	36	214,728.09	221,273.22		6,120.00	326.59		5,793.50	448,241.40
		1,113,295.69	2,540,923.55	810.00	6,120.00	326.59	20,711.42	2,264,083.43	5,946,270.68

**VII.6. Resolution No. 14332: Budget Transfers**

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to approve the following budget transfer(s) between major object codes (within the same cost center budget): J4058127.

**VII.7. Resolution No. 14333: Increase in Parking Citation Fines**

WHEREAS the IVC parking lots are maintained with funds collected from parking fines and citation fees; and

WHEREAS, Government Code 76000 mandates that the following fees be paid to the County of Imperial for each parking citation issued:

Criminal Justice Facilities Fund	\$1.50
Courthouse Construction Fund	\$1.50
County General Fund	<u>\$2.00</u>
Total	\$5.00

WHEREAS, SB 1407 (effective January 1, 2009), amends Government Code Section 70372(b) and adds the following fees:

Immediate and Critical Needs Account	\$3.00
State Court Facilities Fund	<u>\$1.50</u>
Total additional fees	\$4.50

WHEREAS, the total fee now payable to the County of Imperial, per parking citation is \$9.50.

NOW THEREFORE BE IT RESOLVED that the Board accepts and approves the increase of parking citations from \$20.00 to \$25.00 for the initial citation and \$50.00 after 21 calendar days, effective April 9, 2009;

BE IT FURTHER RESOLVED the funds obtained from the increase in fines are necessary to pay statutory fees to the County of Imperial.

**VII.8. Resolution No. 14334: Surplus Property**

BE IT RESOLVED that the Board gives approval to declaring outdated non-functional property of the Imperial Community College District, as surplus property which 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 Purchasing/Receiving Coordinator are hereby authorized and instructed to dispose of the equipment in the best interest of the College as follows:

**Surplus Property, beyond economical repair:**

Calculator IVC property #00865, Cassette player 9090, CD Duplicator 13264

**CPUs (158):** 00144,00147, 00148, 00149, 001093, 001209, 002297, 9283, 10407, 11598, 11892, 12009, 12016, 12469, 12486, 12618, 12798, 12840, 13068, 13171, 13190, 13295, 13311, 13312, 13313, 13314, 13315, 13316, 13408, 13409, 13410, 13411, 13412, 13413, 13415, 13416, 13417, 13418, 13419, 13420, 13421, 13422, 13423, 13424, 13425, 13441, 13450, 13455, 13605, 13607, 13613, 13623, 13627, 13631, 13637, 13716, 13730, 13939, 13940, 13941, 13943, 13961, 13962, 14027, 14045, 14055, 14087, 14187, 14201, 14274, 14275, 14319, 14323, 14324, 14364, 14425, 14459, 14471, 14472, 14563, 15168, 15224, 15225, 15228, 15229, 15231, 15233, 15234, 15236, 15237, 15238, 15239, 15240, 15241, 15242, 15243, 15244, 15245, 15246, 15247, 15249, 15250, 15251, 15253, 15254, 15256, 15257, 15258, 15259, 15260, 15261, 15262, 15263, 15264, 15265, 15266, 15268, 15269, 15270, 15271, 15272, 15273, 15274, 15276, 15278, 15280, 15282, 15283, 15284, 15285, 15287, 15288, 15292, 15393, 15420, 15429, 15566, 15608, 15964, 15966, 15969, 15971, 15973, 16029, 16033, 16036, 16038, 16153, 16156, 16327, 16329, 16347, 16351, 16558, 16561, 16683, 16830, 16832

**Laptops (2):** 15560, 15562

**Monitors (47):** 9003, 9211, 10032, 11095, 11614, 11809, 12361, 12363, 12815, 12879, 13307, 13324, 13326, 13610, 13630, 13935, 13936, 13937, 13938, 14271, 14311, 14312, 14314, 14315, 14316, 14317, 14318, 14382, 14424, 15862, 15974, 16089, 16096, 16102, 16105, 16106, 16119, 16120, 16126, 16350, 16439, 16446, 16448, 16450, 16532, 16533, 16534

**Printers (27):** 06975, 08646, 08702, 8958, 09241, 9281, 09546, 09972, 10665, 10669, 11085, 11220, 12252, 12667, 12756, 12875, 13510, 13587, 14024, 14282, 14905, 15025, 15030, 15070, 15367, 15850, 16066

**Projector (7):** 00204, 9084, 09994, 10621, 10821, 12774, 12919

**Scanner (1):** 14559

**Shredder (2):** 2000167, 2000256

**TVs (2):** 9313, 14166

**TV/VCR Sets (6):** 09489, 09490, 09509, 09510, 09511, 10075

**Typewriters (4):** 000022, 000329, 6974, 14547

**VCRs (8):** 09477, 09478, 09808, 10078, 14105, 16717, 16718, 16721

**Lathe (1):** SN# 34V458

**Buffers (4):** 1349, 7200, SN# 3013, SN# 13P2719

**Carpet Cleaners (2):** SN# 244537, SN# 231263

#### **VII.9. Resolution No. 14335: Memorandum of Understanding with the El Centro Chamber of Commerce and Visitors Bureau**

BE IT RESOLVED that the Board approves entering into the following Memorandum of Understanding (MOU):

The Imperial Valley College (IVC) and the El Centro Chamber of Commerce & Visitors Bureau (Chamber) enter into this MOU for the implementation and joint use agreement for IVC's Housing and Urban Development grant that provides a variety of business services to Imperial County residents.

**IVC**

IVC through its Small Business Development Center (SBDC) will establish a business resource center within the Chamber facilities.

IVC-SBDC will fund the equipment for the operation of the business center and related establishment and operational costs.

IVC-SBDC will conduct a series of business seminars free of charge in coordination with the Chamber.

IVC-SBDC will provide on-site business consultants for training/counseling in coordination with the Chamber.

IVC-SBDC will create a business resource library and material in coordination with the Chamber.

IVC-SBDC will market these services to the community in coordination with the Chamber.

IVC-SBDC will establish a "mystery shopper" program in coordination with the Chamber.

**El Centro Chamber of Commerce & Visitors Bureau**

The Chamber will provide free of charge for office space related for the operation of the business center.

The Chamber will survey members to ensure the continuous benefit of the center and program.

The Chamber will ensure that the business center remains open and accessible to the public during regular Chamber business hours.

The Chamber will track program participation and activities in the business center and provide project data for IVC-SBDC.

**Indemnity and Hold Harmless**

IVC undertakes and agrees to defend, indemnify and hold harmless the Chamber, its Board of Directors, officers, employees, and agents from any loss, claim, suit, action, demand, expense, including, but not limited to, attorney's fees and costs, damage or liability, damage or destruction of any property, including property of IVC, the Chamber or third parties, death or injury to any person, including IVC, IVC's employees, officers, or agents, that may arise or result from IVC's negligent acts, errors or omissions, willful or malicious actions of IVC, IVC's officers, employees or agents, except for claims, damage or expense caused by the sole negligence or willful acts or omissions of the Chamber, its directors, officers, employees or agents.

This MOU will terminate one year after the date this MOU is signed. The Chamber and IVC reserve the right to terminate this agreement with a minimum 30 day notice.



**VII.10. Resolution No. 14336: Memorandum of Understanding with the Brawley Chamber of Commerce**

BE IT RESOLVED that the Board approves entering into the following Memorandum of Understanding (MOU):

The Imperial Valley College (IVC) and the Brawley Chamber of Commerce enter into this MOU for the implementation and joint use agreement for IVC's Housing and Urban Development grant that provides a variety of business services to Imperial County residents.

**IVC**

IVC through its Small Business Development Center (SBDC) will establish a business resource center within the Brawley facilities.

IVC-SBDC will fund the equipment for the operation of the business center and related establishment and operational costs.

IVC-SBDC will conduct a series of business seminars free of charge in coordination with the Brawley Chamber of Commerce.

IVC-SBDC will provide on-site business consultants for training/counseling in coordination with the Brawley Chamber of Commerce.

IVC-SBDC will create a business resource library and material in coordination with the Brawley Chamber of Commerce.

IVC-SBDC will market these services to the community in coordination with the Brawley Chamber of Commerce.

IVC-SBDC will establish a "mystery shopper" program in coordination with the Brawley Chamber of Commerce.

**Brawley Chamber of Commerce**

The Brawley Chamber of Commerce will provide free of charge for office space related for the operation of the business center.

The Brawley Chamber of Commerce will survey Chamber members and the general public to ensure the continuous benefit of the center and program.

The Brawley Chamber of Commerce will ensure that the business center remains open and accessible to the public during regular Chamber business hours.

The Brawley Chamber of Commerce will track program participation and activities in the business center and provide project data for IVC-SBDC.

**Indemnity and Hold Harmless**

IVC undertakes and agrees to defend, indemnify and hold harmless Brawley Chamber of Commerce and its Board members, officers, employees, agents, from any loss, claim, suit, action, demand, expense, including, but not limited to, attorney's fees and costs, damage or liability, damage or destruction of any property, including property of IVC, Brawley Chamber of Commerce or third parties, death or injury to any person, including IVC, IVC's employees, officers, or agents, that may arise or result from IVC's negligent acts, errors or omissions, willful or malicious actions of IVC, IVC's officers, employees or agents, except for claims, damage or expense caused by the sole negligence or willful acts or omissions of Brawley Chamber of Commerce, its officers, employees or agents.

This MOU will terminate on June 30, 2012. Brawley Chamber of Commerce and IVC reserve the right to terminate this agreement with a minimum 30 day notice.

**VII.11. Resolution No. 14337: Memorandum of Understanding with the Calexico Chamber of Commerce**

BE IT RESOLVED that the Board approves entering into the following Memorandum of Understanding (MOU):

The Imperial Valley College (IVC) and the Calexico Chamber of Commerce enter into this MOU for the implementation and joint use agreement for IVC's Housing and Urban Development grant that provides a variety of business services to Imperial County residents.

**IVC**

IVC through its Small Business Development Center (SBDC) will establish a business resource center within the Calexico facilities.

IVC-SBDC will fund the equipment for the operation of the business center and related establishment and operational costs.

IVC-SBDC will conduct a series of business seminars free of charge in coordination with the Calexico Chamber of Commerce.

IVC-SBDC will provide on-site business consultants for training/counseling in coordination with the Calexico Chamber of Commerce.

IVC-SBDC will create a business resource library and material in coordination with the Calexico Chamber of Commerce.

IVC-SBDC will market these services to the community in coordination with the Calexico Chamber of Commerce.

IVC-SBDC will establish a "mystery shopper" program in coordination with the Calexico Chamber of Commerce.

**Calexico Chamber of Commerce**

The Calexico Chamber of Commerce will provide free of charge for office space related for the operation of the business center.

The Calexico Chamber of Commerce will survey Chamber members and the general public to ensure the continuous benefit of the center and program.

The Calexico Chamber of Commerce will ensure that the business center remains open and accessible to the public during regular Chamber business hours.

The Calexico Chamber of Commerce will track program participation and activities in the business center and provide project data for IVC-SBDC.

**Indemnity and Hold Harmless**

IVC undertakes and agrees to defend, indemnify and hold harmless Calexico Chamber of Commerce and its Board members, officers, employees, agents, from any loss, claim, suit, action, demand, expense, including, but not limited to, attorney's fees and costs, damage or liability, damage or destruction of any property, including property of IVC, Calexico Chamber of Commerce or third parties, death or injury to any person, including IVC, IVC's employees, officers, or agents, that may arise or result from IVC's negligent acts, errors or omissions, willful or malicious actions of IVC, IVC's officers, employees or agents, except for claims, damage or expense caused by the sole negligence or willful acts or omissions of Calexico Chamber of Commerce, its officers, employees or agents.

This MOU will terminate on June 30, 2012. Calexico Chamber of Commerce and IVC reserve the right to terminate this agreement with a minimum 30 day notice.

**VII.12. Resolution No. 14338: Agreement with Imperial Valley Regional Occupational Program for the WIA Youth Educational/Occupational/Leadership Skills Program**

BE IT RESOLVED that the Board approves entering into the following agreement:

1. **Parties to this Work Agreement**
  - a. Imperial Valley Regional Occupational Program (IVROP)
  - b. Imperial Valley College (IVC)
2. **Term**
  - a. This agreement is in effect October 1, 2008 to June 30, 2009
3. **Purpose of this agreement**
  - a. IVROP has been contracted by The Workforce Development Board Office to provide Leadership, Educational, & Occupational services.
  - b. IVC will enhance participant's customer service skills through a Customer Service Academy (CSA).
  - c. IVC will provide customer service skills training for up to 540 WIA eligible youth between the ages of 16-21.

Imperial Valley Regional Occupational Program agrees to:

- Schedule the CSA and give IVC ample notification of the dates, times and the city in which the CSA will need to be provided.
- Contact eligible youth and refer them to the CSA.
- Provide an orientation to the participants.

- Comply with WIA regulations.
- Oversee program services provided under this agreement.
- Reimburse IVC for the cost of the CSA on a monthly basis.

Imperial Valley College agrees to:

- Hire certified instructors to provide the Customer Service Academies.
- Offer CSA for up to 540 youth throughout Imperial County.
- Monitor the success of the academies through surveys and management oversight.
- Notify IVROP staff of any issues that may come up (i.e., lack of attendance).
- Track participant's attendance on a daily basis and provide copies of these sign in sheets to IVROP staff.
- Prepare and submit a cost reimbursement claim on a monthly basis to IVROP.
- Adhere to approved budget.
- Provide the participants with a certificate upon successful completion of the academy.
- Report accrued expenditures to IVROP by the 9<sup>th</sup> of every month.

**4. Amendments**

- a. Amendment to this agreement may take place at any time provided the amendment is in writing, is agreed upon by all parties and is attached to the original agreement.

**5. Budget**

- a. IVROP will reimburse IVC on a cost reimbursement basis for an amount not to exceed \$70,000. IVC must send monthly copies with backup documentation.

By signing this agreement, all parties agree that the provisions contained herein are subject to all applicable federal, state, and local laws, regulations, and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of clients, and maintenance of records and other confidential information relating to WIA/One Stop customers.

**VIII. CONSENT AGENDA – EDUCATIONAL SERVICES**

**VIII.1. Resolution No. 14339: Major, Certificate, Course Additions, and Deletions**

WHEREAS, new programs, program deletions, and new courses within the programs have been approved by the Curriculum and Instruction Committee and instructional administration, and satisfy all applicable requirements of Title 5 regulations. All factors, taken as a whole, support the establishment and maintenance of the proposed instructional programs and courses.

BE IT RESOLVED that the Board approves the recommendation of the Curriculum and Instruction Committee (1/15/09) and the Academic Senate (4/01/09), with the consent of the Superintendent/President, as follows:

**New Credit Courses**

HIST 225 – Mexican American History (3.0)

**VIII.2. Resolution No. 14340: Agreement numbers CCAP-8078 project number 13-6315-00-8, for Fiscal Year 2008-2009**

BE IT RESOLVED that the Governing Board of Imperial Community College District authorizes entering into local agreement numbers CCAP-8078 project number 13-6315-00-8, for the fiscal year 2008-2009, with the California State Department of Education, and that Ed Gould, Ed. D., Superintendent/President and Kathy Berry, Vice President for Academic Services are authorized to sign the transaction for the Governing Board.

**VIII.3. Resolution No. 14341: Day of the Teacher: May 13, 2009**

WHEREAS America's greatest strength has always been an educated citizenry; and

WHEREAS that educated citizenry is directly attributable to our system of universal public education that provides an educational opportunity for all students; and

WHEREAS community colleges and their teachers are a vital part of the system of universal public education; and

WHEREAS community college teachers are challenged daily to reach out to every student--regardless of ability, interest in learning, social or economic background, physical, mental, or emotional handicap, race, religion, creed, or ethnic origin--to provide the assistance and guidance necessary for full intellectual development; and

WHEREAS community college teachers hold the key to the intellectual and occupational preparation of individual citizens who, collectively, determine the quality of life in the United States, in California, and in this community; and

WHEREAS community college teachers deserve the deepest respect and admiration of this community for their vital contribution to the well-being of our students;

WHEREAS the official day recognized as the California Day of the Teacher is May 13, 2009;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees publicly commends and thanks the teachers of Imperial Valley College for their dedication and commitment to providing the best possible educational programs and services to the students of the Imperial Community College District.

**VIII.4. Resolution No. 14342: Classified School Employees Week: May 17-23, 2009**

WHEREAS, classified professionals provide valuable services to the school and students of the Imperial Community College District; and

WHEREAS, classified professionals contribute to the establishment and promotions of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Imperial Community College District's students; and

WHEREAS, classified professionals employed by the Imperial Community College District strive for excellence in all areas relative to the educational community;

THEREFORE, BE IT RESOLVED, that the Imperial Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Imperial Community College District and declares the week of May 17-23, 2009, as Classified School Employee Week in the Imperial Community College District.

**IX. CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (Two potential cases)
2. NEGOTIATIONS UNDER THE EDUCATIONAL EMPLOYMENT RELATIONS ACT  
Conference with District Negotiators: John Lau and Travis Gregory  
Employee Organization: CSEA Chapter 472  
RE: Negotiations Update and Direction
3. NEGOTIATIONS UNDER THE EDUCATIONAL EMPLOYMENT RELATIONS ACT  
Conference with District Negotiators: John Lau and Travis Gregory  
Employee Organization: IVC Chapter of CCA/CTA/NEA  
RE: Negotiations

**X. OPEN SESSION**

1. Announcement of final action taken

**XI. CONSENT AGENDA – HUMAN RESOURCES**

**XI.1. Resolution No. 14343: Adjunct Instructor Employment**

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to employ the following personnel during the spring 2009 Session, at the hourly rate provided for in Resolution No. 14166. Employment is contingent upon verification of records, credentials, fingerprinting clearance and sufficient enrollment, or whether the class is essential to a full-time instructor's load:

<u>Name</u>	<u>Possible Assignment</u>
Bill, Brian	Legal Assistant
Gragson, Mitzi	Nursing
Owens, Renee (Substitute)	Environmental Science
Riley, Edward	Child Family & Consumer Science/CPR

**XI.2. Resolution No. 14344: Classified Substitute Employment**

BE IT RESOLVED that the Board approved the recommendation of the Superintendent/President to employ the following personnel.

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Funding</u>	<u>Range</u>	<u>Effective</u>
Cruz, Garcia	Infant/Toddler Preschool Teacher	Preschool	State	13-1	3/23/09
Gina Martinez	Sign Language Interpreter III	DSPS	State	27-1	2/20/09

**XI.3. Resolution No. 14345: Classified Service Reclassification**

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to reclassify the following classified employees effective retro to December 1, 2008.

<u>Name</u>	<u>Present Classification</u>	<u>New Classification</u>
Cook, Steven	Microcomputer Lab Technician Range 15 – 10 mo. - 100% District funded	Microcomputer Technician Range 23 – 12 mo. - 100% District funded
Gutierrez, Javier	Microcomputer Lab Technician Range 15 – 10 mo. - 100% District funded	Microcomputer Technician Range 23 – 12 mo. - 100% District funded

**XII. ADJOURNMENT**

The next regular meeting of the Imperial Community College District Board of Trustees is scheduled for the **THIRD WEDNESDAY, MAY 20, 2009, AT 6:00 P.M.** in the Administration Building Board Room.