



ADOPTED MINUTES

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

Wednesday, February 17, 2010

Location
Administration Board Room, Building 10
380 East Aten Road
Imperial, CA 92251

CALL TO ORDER/ROLL CALL

On Wednesday, February 17, 2010, at 6:01 p.m., Board President Hart called the regular meeting of the Imperial Community College District Board of Trustees to order in the Administration Board Room, Building 10.

BOARD MEMBERS PRESENT:

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

BOARD MEMBERS ABSENT:

Rebecca L. Ramirez

REPRESENTATIVES PRESENT:

Steven Sciaky, Associated Student Representative
Dr. Michael Heumann, College Council Representative
Kevin White, Academic Senate Representative
Gaylla Finnell, CTA Representative
John Abarca, CSEA Representative

CONSULTANTS PRESENT:

Dr. Ed Gould, Superintendent/President
Dr. Victor Jaime, Vice President for Student Services
Kathy Berry, Vice President for Academic Services
Bill Gay, Public Relations Officer
Frank Oswald, Legal Counsel

PLEDGE OF ALLEGIANCE

Trustee Galindo led the Pledge of Allegiance to the Flag.

CHANGES TO THE AGENDA

Board President Hart announced the following changes to the agenda:

Under Consent Agenda – Educational Services

Moved Resolution 14599 to after OPEN SESSION.

Under Consent Agenda – Human Resources

Pulled Resolutions 14602: Order of Employment of all Tenure Track Contract and Regular Faculty and Resolution 14603 Order of Employment of Non Tenure Track Contract Faculty for the Academic Year 2009-2010

PRESENTATIONS

M/S/C Acuña/Wong

Resolution No. 14581: In Memoriam: A Resolution of Respect and Appreciation for Former Financial Aid Officer Betty Evans

WHEREAS, the Board of Trustees, Superintendent/President, and the employees of Imperial Valley College wish to express their deepest respect and sympathy on the loss of a dear friend and former employee, Betty Evans; and

WHEREAS, Betty Evans spent 24 years awarding financial aid to thousands of students pursuing a college degree; and

WHEREAS, Betty Evans served in various capacities in CSEA as a leader and classified employee advocate while employed at Imperial Valley College; and

WHEREAS, Betty Evans was one of the founders of the Friendship Club at Imperial Valley College with the goal of fostering goodwill and friendship within the IVC family; and

WHEREAS, Imperial Valley College and countless students have benefited from her commitment to higher education and strong work values that best serve students;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees, does hereby extend its deepest sympathy to her children, Gail Parish, Becky Green, Paula Evans and their families and acknowledges to them their gratitude and deepest admiration for her years of faithful and devoted service to Imperial Valley College.

M/S/C Cardenas/Medina

Resolution No. 14582: In Memoriam: A Resolution of Respect and Appreciation for Former Foundation Executive Director Ron Schoors

WHEREAS, the Board of Trustees, Superintendent/President, and the employees of Imperial Valley College wish to express their deepest respect and sympathy on the loss of a dear friend and former IVC Foundation Executive Director Ron Schoors; and

WHEREAS, Ron Schoors was an adept businessman who spent more than two decades in management positions of local companies, and in his post retirement years served the IVC Foundation; and

WHEREAS, Ron Schoors had a deep commitment to the Valley and was also a leader in community activities that promoted both education and economic development; and

WHEREAS, Ron Schoors was an officer and member in the Brawley and Imperial Rotary Clubs, Brawley Chamber of Commerce, Brawley Cattle Call Committee, Imperial County Mid-Winter Fair and Fiesta; and

WHEREAS, Ron Schoors, during his time at the Foundation, developed significant contributions to IVC scholarship programs and rejuvenated the Foundation's involvement on campus; and

WHEREAS Ron Schoors was known for his business ability, his devotion to family and for his engaging sense of humor, and the Imperial Valley College Foundation and students of IVC greatly benefitted from his leadership.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees, does hereby extend its deepest sympathy to his wife Shirley; his son Ron; daughter Aimee; grandson David and rest of the Schoors family and acknowledges to them their gratitude and deepest admiration for his years of faithful service to the Valley community and to Imperial Valley College.

PUBLIC COMMENT

There was no public comment.

PUBLIC HEARING

IVC CCA/CTA/NEA and District 2010-2011 Contract Negotiations

The Public Hearing was open. CTA President Finnell spoke and announced the change in CTA President stating that Suzanne Gretz regrettably had to resign on February 1st. She presented CTA's negotiations letter to the Board.

CSEA Chapter 472 and District 2010-2011 Contract Negotiations

The Public Hearing was open. There were no comments.

INFORMATION REPORTS

Employee of the Month (January) – Dr. Robin Ying

Director of Technology Ying introduced and congratulated Omar Ramos as the employee of the month. He noted his accomplishments since being hired and commented he was the youngest employee receiving the award.

President Gould stated that Omar is an image maker and image changer and thanked him for the work he has done.

Bond Audit Report

District Audit

Vice President for Business Services Lau announced that Michael Mears of Wilkinson & Hadley could not make it over the hill last month due to the weather and was presenting the audit report this month.

Mike Mears reviewed the District Audit report. He stated the report shows a decrease in net assets of \$6.3 million, the main component in June 30, 2009, and stated that GASB 45 is one of the reasons. He stated that long term debt for post retirement benefits that are being paid to faculty, classified, and management are the GASB debt. He reported that those were lifetime benefits. He stated there was a projected amount of \$926,000 in uncollected debt that was reported.

He cautioned for the Board's consideration in monitoring the general fund. He stated there needs to be measures put in place to "stop the bleeding."

He stated the good news was that there were no findings.

Board President Hart stated that the comments he mentioned were not included in the report. Michael Meyers stated that was correct and it was being provided as a cautionary note to the Board that the issue needs to be addressed and that it could become a finding.

Trustee Galindo commented on the wording on the cover letter regarding "findings about non compliance." Mike Meyers stated that auditors are not infallible and stated it was a generic letter.

Bond Audit

Michael Mears went over the District Bond report. He stated the audit is required yearly. He stated this fund is a governmental fund where the proceeds from the obligation funds are deposited into and used for construction facilities according to ballot measure.

He stated that the procedure used is the 90% and \$5,000 rule. He stated that the Board could change that at any time.

Trustee Acuña asked if he would recommend certain measures on the GASB. Michael Mears stated it was up to the Board and management on which way to go.

High School Articulation Agreements – Carol Lee

Transfer Center Director and Articulation Officer Carol Lee gave a report to the Board.

Carol Lee provided a handout titled HS/ROP Articulations with Imperial Valley College.

Carol Lee reviewed the document with the Board and members of the audience and indicated that the back of the handout reflected the two Title V policies that the college is obligated to follow.

Trustee Galindo asked about, for the record, the Careers with Children articulation process in that once the articulation had been completed the college changed the textbook with Careers with Children and asked whether that would stop the articulation.

Director Lee stated that the four-year institutions are doing major revisions to child development and all of IVC's courses are transferrable. She stated that IVC was one of the first colleges to get the approval on the statewide Child Development/Early Childhood Education Curriculum Alignment Project (CAP). She reported that the statewide changes necessitated a change in the IVC course involving the scope and content, the upgrading of text books, and the renegotiation of the HS/ROP articulation. The changes were not intended to harm students and IVC made a two-year agreement on the Careers with Children articulation, 2008-10.

Trustee Galindo asked if ROP was aware of the articulation being viable and in progress.

Director Lee stated that ROP was aware.

Trustee Galindo asked if there was a particular section, as part of the articulation process, once the textbooks have been agreed to along with the syllabi, where the students are trained and exposed to the test that they would be going through when the college comes in the spring in order to be prepared for the exam.

Director Lee stated that there was no such process that she was aware of and stated that what she is requesting would be at the discretion of the faculty. She stated she hoped that ROP and IVC faculty are working together so students are not caught cold turkey. She stated that was out of her purview but hoped that they would be dialoguing.

Trustee Galindo's stated her concern is that, even though the articulation proceeded after having changed the textbook, the students would have difficulty passing the test since different books are being used.

Board Member Reports

Trustee Galindo reported the following:

- Wanted to go on record that she was troubled to learn there were no Mexican inductees or women on a Hall of Fame event that was sponsored by the college. She further expressed that this institution serves primarily women and Hispanics.

Trustee Hart reported the following:

- Attended the February SDICCCA meeting.

Associated Student Government Senate Update – Steven Sciaky

ASG President Sciaky reported the following:

- ASG had not met this semester and would meet next week.
- Working on getting a guest speaker for Cesar Chavez Day.

Academic Senate Update – Kevin White

Academic Senate President Kevin White reported the following:

- Academic Senate had their first meeting today.
- Attended the Board Retreat.
- Academic Senate voted on the Six-Dean Structure for the reorganization for the Instruction Division.

College Council Update – Dr. Michael Heumann

College Council Chair Heumann reported the following:

- College Council met twice last month.
- Vice President Jessica Waddell chaired the last meeting.
- Reviewing AB1725 which explains what the Academic Senate does and started discussion to clarify the role of the College Council.

President's Update – Dr. Ed Gould

President Gould presented a PowerPoint presentation and reported on the status of the District including:

- Gaylla Finnell being honored on the back page of the publication *The Advocate* for her work in the community with the students. He stated that the recognition is commendable.
- Thanked the *Science Night with Parents* from Frank Wright Middle School.
- Upcoming events of CalSOAP on February 19th to include Assembly member Perez that will include all the high school seniors on campus, Science Building debut for campus community on February 25th, ACCT Legislative Conference in Washington D.C. on March 10th-12th, HACU Annual Conference in Washington D.C. on April 10th, American Association of Community Colleges in Seattle, Washington on April 10th.
- Hall of Fame was a success with 143 tickets sold and over 130 in attendance with six new inductees: Stan Arterberry, Jim Duggins, Doug Harvey, Ron Jessie, Kennie James, and Randy Palomino,
- Enrollment is at 2,848 FTES for Spring 2010, headcount is at 8,134 for spring 2010 versus 7,655 for 2009.
- Accreditation. He stated the college was Continued on Warning Status and a visit would most likely coincide with the March 15th Mid-Term Report. He stated the visit would be a review of Planning, Technology Planning, and Governance issues. He stated he would provide details next month. He reported on the accreditation status of other California community colleges. He stated that the students are the most threatened because they would lose financial aid without accreditation.

Trustee Galindo asked if the shared governance Dr. Heumann had discussed earlier would fall under the Governance issues. President Gould stated it would and stated he and the College Council are working on defining shared governance through College Council.

Trustee Galindo asked about a trend she is starting to see related to accreditation with colleges such as IVC. She stated that she trusts he would take this issue to Washington D.C. and address the issue.

Trustee Galindo asked Dr. Gould about the trend he is observing related to accreditation with colleges such as IVC. She stated that she trusts he will take this issue to Washington D.C. and address it with the legislators.

President Gould stated he would be addressing it in two ways and would be asking HACU to take a look at it.

Trustee Medina asked if the report would be provided before the Board meeting. President Gould stated that it would.

- Budget. He reported the District will begin planning based on no new money and a 5% budget reduction. He stated both scenarios would call for an addition \$2.4 million dollar reduction to equal the amount of reserve money over the Board minimum reserve of 6%. He stated that the Governor's budget does not seem to carry the original promise. He stated he knows that 93% is personnel and benefit expenses. He stated the District has a 1% margin for all other expenditures and the college could not operate on that. He stated that he would be announcing next month the deep personnel cuts including the President and down the organization on how the District resolves a budget for 2010-2011. He stated the amount would be specified after two

things are reviewed: \$750,000 in savings from faculty that will not be replaced, and recommending a hiring freeze. In addition, he stated he is recommending suspending reclassifications effective immediately. He stated he does not want to erode the resources and services. He stated he would not be recommending program elimination except one that does not have a program approved. He stated he would be making those announcements soon.

Trustee Medina asked if the District would still be providing the same amount of classes with adjunct instructors.

President Gould stated that the District would do what it could to maintain the quality of instruction.

VP Kathy Berry stated that 10% of class sections have been reduced. She stated faculty members are going above and beyond.

President Gould stated that in his 20 years of leadership as president, he had not seen this budget impact and indications show that this would go on for the next three years.

- Reorganization. He reported the reorganization was going as planned and stated the Academic Senate approved a six dean Instructional Reorganization. He stated the Student Services three dean structure was approved by the Student Services Council. He stated that the remainder of the organization changes are going through as planned. He stated that the changes planned are to be under the guidance of cost neutrality.

CONSENT AGENDA – BUSINESS

Trustee Galindo pulled the minutes for the January 20, 2010 Board Meeting. Resolution Nos. Resolution No. 14583: Purchase Orders and Resolution No. 14584: Payroll Warrant Orders

M/S/C Acuna/Wong (ABSTAIN: Galindo)

Trustee Galindo stated she would abstain as she was absent at the meeting.

Approval of Minutes dated January 20, 2010, Regular Board Meeting

M/S/C Acuña/Wong (ABSTAIN: Galindo)

Resolution No. 14583: Purchase Orders

Discussion

Trustee Galindo stated that the copy of the warrants were multiple copies of page “46 of 47” and that she could not vote having made an informed decision on information not provided to her in time so she could review the report and therefore would abstain from the resolution. She stated she could not vote on something that was erroneously copied.

Resolution

BE IT RESOLVED that the Board approves the issuance of purchase orders and direct payments for the month of January 2010 in the amount of \$1,245,161.72.

January 2010

Direct Payments	70,765.94
Purchase Orders	<u>1,174,395.78</u>
	1,245,161.72

M/S/C Acuña/Wong (ABSTAIN: Galindo)
Resolution No. 14584: Payroll Warrant Orders

Discussion

Trustee Galindo stated that a correct copy of the warrant orders was not provided to her in due time so she could review the report and therefore would abstain from the resolution. She stated she could not vote on something that was erroneously copied.

Resolution

BE IT RESOLVED that the Board approves the issuance of the following Payroll Warrants for the month of January 2010:

Date Paid	#	Fund 10 General Fund	Fund 45 Child Dev.	Fund 80 Bond Fund	Warrant Total
1/8/10	12	280,370.65			280,370.65
1/29/10	13	1,934,849.26	43,626.05	11,023.18	1,989,498.49
		2,215,219.91	43,626.05	11,023.18	2,269,869.14

M/S/C Acuña/Wong (ABSTAIN: Galindo)
Resolution No. 14585: Commercial Warrant Orders

Discussion

Trustee Galindo stated that a correct copy of the commercial warrant orders was not provided to her in due time so she could review the report and therefore would abstain from the resolution. She stated she could not vote on something that was erroneously copied.

Resolution

BE IT RESOLVED that the Board approves the issuance of the following commercial warrant orders for the month of January 2010:

Date Paid	#	Fund 10 General Fund	Financial Aid	Fund 20 Building Fund	Fund 45 Child Dev.	Fund 80 Bond Fund	Warrant Total
1/7/10	26	668,858.22				39,868.03	708,726.25
1/14/10	27	130,828.48		600.00	589.91	442,703.42	574,721.81
1/21/10	28	176,200.71	196,143.04			100,400.94	472,744.69
1/25/10	29	100,661.46				52,432.75	153,094.21
		1,076,548.87	196,143.04	600.00	589.91	635,405.14	1,909,286.96

M/S/C Cardenas/Acuña
Resolution No. 14586: Bond Audit

BE IT RESOLVED that the Board accepts the audit and performance report of the General Obligation Bond Fund for the year ended June 30, 2009, as submitted by Wilkinson Hadley King & Co., LLP, Certified Public Accountants.

M/S/C Acuña/Wong (OPPOSED: Galindo)

Resolution No. 14587: Change in Board Meeting Date for March 2010

Discussion

Trustee Galindo asked if the date of the special meeting was necessary or if it was to accommodate the president's and chairman's trip to Washington, D.C. She stated she understood the purpose of having vice-presidents and a board clerk was to act in place of the president and chair. She further expressed concern at scheduling meetings to suit the administration's schedule without regard for the public. Trustee Cardenas said he preferred to have the CEO lead the meetings and he called for the question. Trustee Galindo asked Board President Hart for an answer. President Gould told Board President Hart that the call for a vote was on the table. Board President Hart called for the vote. Trustee Galindo stated her concern was that the public is not being given consideration to participate in a regular meeting and stated the Clerk of the Board could run the meeting.

Resolution

WHEREAS the Board President and Superintendent/President were scheduled to attend the ACCT National Legislative Conference in Washington D.C. on February 8-10, 2010, and due to severe weather the conference was canceled;

WHEREAS the Community College League of California has rescheduled the conference to March 10-12, 2010, and a regular Board meeting is scheduled for March 10, 2010;

NOW, THEREFORE, BE IT RESOLVED that the Board approves changing its March 2010 meetings to March 8, 2010 and March 17, 2010, to accommodate Board travel.

M/S/C Cardenas/Acuña

Resolution No. 14588: Surplus Property

BE IT RESOLVED that the Board approves declaring the following outdated non-functional property which is no longer being used for educational purposes, as surplus property;

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 said surplus property in the best interest of the College.

Equipment Description	IVC property number
Air Compressor	07366
APC Back up (44)	15103, 15104, 15105, 15106, 15107, 15108, 15109, 15110, 15111, 15112, 15113, 15114, 15115, 15116, 15117, 15118, 15119, 15120, 15121, 15122, 15123, 15124, 15125, 15126, 15127, 15128, 15129, 15130, 15131, 15132, 15133, 15134, 15135, 15136, 15137, 15138, 15139, 15140, 15141, 15142, 15143, 15144, 15145, 15146

Arc welders (9)	000306, 000307, 000308, 000309, 000310, 000311, 000312, 000313, 000314
Copier (2)	001330, 13775
CPU (31)	001133, 11164, 11806, 11855, 12312, 12357, 12503, 13043, 13371, 13815, 13819, 13820, 13821, 13822, 13829, 13831, 13840, 13844, 13848, 13850, 13851, 13856, 13858, 13859, 13861, 13892, 14754, 15779, 16426, 16758, 16789
Forklift	SN #M4625640840
Laptops (2)	00124, 12188
Monitors (34)	10149, 10727, 10841, 11166, 11806, 13243, 13769, 13864, 13868, 13874, 13875, 13875, 13877, 13878, 13880, 13881, 13882, 13885, 13887, 13888, 13891, 13900, 13902, 13903, 13904, 13906, 13909, 13911, 14395, 14753, 15217, 15458, 15628, 19098,
Printers (14)	002455, 08731, 10963, 13502, 2000334, 2000335, SN #S90741302J
Scanner	14968
Scantron Machine	000048
Washer/Dryer Combo	SN #RWJF
Washing Machine	SN #10131843EG
Science supplies - Hardware	<ol style="list-style-type: none"> 1. Atomic absorption spectrometer Perkin Elmer DCR1 2. Infrared spectrometer Beckman Acculab 4 3. 10 Torr capable vacuum pump 4. Copper steam generators, 1 liter @ 15 5. Wooden test tube holders @55 6. Variac @ 21 7. Heating mantels 100 mL RB @21 8. Heating mantels 250 mL RB @21 9. Hot plates (not functional/NF) @3 10. Water filter without filter 11. Water filter (NF) 12. Burette ceramic stands @22 13. Mettler analytical scales @4 14. Spectech ST 350 counter 15. Charcoal, 5X3X1 @3 lbs 16. Culturets @ 1 case 17. Oscilloscope heath kit OCS 18. Ocean optics 200 19. Western Instruments DC Volt meter @ 12 20. Western Instruments AC Volt meter @ 12 21. Western Instruments Amp meter @ 12 22. Weights 500g to 1 gram @4 23. Magnetic field detector 24. Assorted wire lengths with alligator clips @12 25. Nalgene tubing 3/8 CPE 20' 26. Resonance chambers @3 27. Distillation, 208 V, 10 L @2 28. 500 mV load meter @14 29. Lab tech resistors varying resistance @ 500 30. Lab tech light bulbs @90

	<ol style="list-style-type: none"> 31. Lab tech hot neutral 120 V connectors @24 32. Buzzers @12 33. Torsion bar 34. Centripetal lever 35. Spring scales 36. Variable adjuster voltage tubes @6 37. 1 gal gas can @2 38. Nalgene pipet washer 39. Small dropper wood carrier @ 12 40. Soldering iron
<p>Science supplies - Glassware</p>	<ol style="list-style-type: none"> 1. Ground glass joint blanks 24/40 female @8 2. Ground glass joint blanks 24/40 male @8 3. Condensers, water jacket, 18" @3 4. Condensers, water jacket, 24" @2 5. 3 neck round bottom 1000 mL 6. 3 neck round bottom 500 mL 7. Reagent bottle, 300 mL, ground glass neck, @150 8. 24/40 2L round bottom 9. U-tube drying tubes 19/22 @8 10. Adaptors 34/45-24/40, male and female 11. Adaptor 24/40 female to 19/22 male 12. Buckener Funnel 5 liter 13. Gas monometer 250 mL 14. 50 mL Ampiles @ 50 15. Distillation head with side-arm 24/40 16. Soxhletic extractors (intact) @2 17. Thisel tubes, glass, 1 meter @12 18. Drying bulbs with hose connector 250 mL @ 16 19. Two foot manifold, 4 port 20. Sample vials, 25 mL, ground glass joints with lids @ 14 21. Density vials 25 mL @ 8

M/S/C Cardenas/Acuña

Resolution No. 14589: Notices of Completion (2700 Building)

WHEREAS the following contracts were awarded for construction of the 2700 (Science) Building:

Bid Pkg#	Bid package	Contract Awarded to:	Contract Amount	Completion Date
1A	Site Earthwork	Masters Construction	554,350	1/31/2010
3	Building Concrete	DEZ Construction	1,590,000	1/31/2010
5	Masonry	Haxton Masonry	2,388,000	1/31/2010
11	Storefronts & Glazing	Whitehead, Roy	450,000	1/31/2010
15	Ceramic & Stone Tile	Continental Marble & Tile	532,125	1/31/2010
16	Painting	Simmons & Wood, Inc.	133,547	1/31/2010

WHEREAS the work has been completed;

NOW, THEREFORE, BE IT RESOLVED that the Board directs the Vice President for Business Services to file Notices of Completion with the County Recorder's Office.

M/S/C Cardenas/Acuña

Resolution No. 14590: Acceptance of Donation

BE IT RESOLVED that the Board accepts the donation of a Club Car model XRT1550 four wheel drive ATV (serial number: RY0729782062, approximate value: \$10,580) donated to the IVC Parking Control Department by Sunbelt Rental of El Centro; and

BE IT FURTHER RESOLVED that thanks be hereby extended to Sunbelt Rental for its generous contribution to the Imperial Community College District.

M/S/C Acuña/Medina (OPPOSED: Galindo)

Resolution No. 14591: In the Matter of the State Budget Crisis and Local Education Impact

Discussion

Trustee Galindo asked for clarification on the following wording: *including progressive tax policies*. She stated she was opposed to any tax increase at this time as it is a poor county.

President Gould explained that it may include a parcel tax.

Resolution

WHEREAS, the State of California continues to address a massive budget crisis without sufficient revenue to support necessary expenditures and hampered in decision-making by the two-thirds majority required to approve a budget and new taxes; and

WHEREAS, billions of dollars have been slashed from all sectors of education; the University of California, the California State University, the California Community Colleges, and K-12; and

WHEREAS, the Imperial Community College District has seen its revenue reduced by approximately \$1.4 million due to a "workload" adjustment in instructional apportionment revenue, and without COLA or other sources to mitigate annual inflationary costs, for a total negative economic impact of \$2.3 million; and

WHEREAS, the revenue impact has been exacerbated by the State's deferrals of payment to the local districts; and

WHEREAS, the Imperial Community College District has made it a priority to use layoffs of permanent staff as a last resort, but has had to lay off four (4) positions due to lack of funds or reductions in services (e.g. closure of the El Centro Center), and has eliminated fourteen (14) vacant positions from the classified service, which can affect programs and services; and

WHEREAS, the Imperial Community College District has been forced to cut over 432 class sections at a time when enrollment demand is at its highest level due to unemployment and other economic factors; and

WHEREAS, the Imperial Community College District plays a vital role in the economy and welfare of the region;

NOW BE IT RESOLVED, that the Board of Trustees of the Imperial Community College District, its Superintendent/President, and its staff will work with interested parties in the community and in the State to advocate for a balanced approach, including progressive tax policies, to resolve State budgetary problems that affect the delivery of high-quality education in our District; and

BE IT FURTHER RESOLVED, that the Board of Trustees will work with interested parties to advocate for a simple legislative majority to replace the two-thirds supermajority in the California Legislature for purposes of passing a State budget and taxes.

CONSENT AGENDA – EDUCATIONAL SERVICES

M/S/C Acuña/Cardenas

Resolution No. 14592: Major, Certificate, Course Additions, and Deletions

WHEREAS, new programs, deleted programs, 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 (10/15/09, 11/5/09) and the Academic Senate (02/17/10), with the consent of the Superintendent/President, as follows:

OCTOBER 15, 2009 C & I COMMITTEE MEETING

New Credit Courses

- APHY 105 – Hydro Operator V (4.0)
- APHY 106 – Hydro Operator VI (4.0)
- APHY 107 – Hydro Operator VII (4.0)
- APHY 108 – Hydro Operator VIII (4.0)
- APIN 105 – Instrument Technician V (4.0)
- APIN 106 – Instrument Technician VI (4.0)
- APIN 107 – Instrument Technician VII (4.0)
- APIN 108 – Instrument Technician VIII (4.0)
- APPL 105 – Power Plant Operator V (4.0)
- APPL 106 – Power Plant Operator VI (4.0)
- APPL 107 – Power Plant Operator VII (4.0)
- APPL 108 – Power Plant Operator VIII (4.0)
- APTL 105 – Telecommunications Technician V (4.0)
- APTL 106 – Telecommunications Technician VI (4.0)
- APTL 107 – Telecommunications Technician VII (4.0)
- APTL 108 – Telecommunications Technician VIII (4.0)

New Certificates and Majors

Apprenticeship – Hydro Operator Certificate and Major
Apprenticeship – Instrument Technician Certificate and Major
Apprenticeship – Power Plant Operator Certificate and Major
Apprenticeship – Telecommunications Technician Certificate and Major

NOVEMBER 5, 2009 C & I COMMITTEE MEETING

New Credit Courses

BLDC 101 – Safety Standards (OSHA) 30-Hour Card (3.0)

M/S/C Acuña/Cardenas

Resolution No. 14593: Major, Certificate, Course Additions, and Deletions

WHEREAS, new programs, deleted programs, 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 (11/19/09) and the Academic Senate (2/17/10), with the consent of the Superintendent/President, as follows:

New Certificates and Majors

Building Construction Technology Certificate and Major
Carpentry Specialization Certificate
Concrete Masonry Specialization Certificate
Project Management Specialization Certificate

M/S/C Acuña/Cardenas

Resolution No. 14594: Local Agreement, Contract Numbers CIMS-9128, Project Number 13-6315-00-9, for Fiscal Year 2009-2010 with the California State Department of Education

BE IT RESOLVED that the Governing Board of Imperial Community College District authorizes entering into local agreement Contract numbers CIMS-9128 project number 13-6315-00-9, for the fiscal year 2009-2010, 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.

M/S/C Acuña/Cardenas

Resolution No. 14595: Amendment 02 Local Agreement General Child Care and Development Programs, Numbers CCTR-9057, Project Number 13-6315-00-9, for Fiscal Year 2009-2010 with the California State Department of Education

BE IT RESOLVED that the Governing Board of Imperial Community College District authorizes entering into Amendment 02 local agreement General Child Care and Development Programs numbers CCTR-

9057 project number 13-6315-00-9, for the fiscal year 2009-2010, 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.

M/S/C Acuña/Cardenas

Resolution No. 14596: Amendment 02 Local Agreement California State Preschool Program, Numbers CSPP-9111, Project Number 13-6315-00-9, for Fiscal Year 2009-2010 with the California State Department of Education

BE IT RESOLVED that the Governing Board of Imperial Community College District authorizes entering into Amendment 02 for local agreement California State Preschool Program numbers CSPP-9111 project number 13-6315-00-9, for the fiscal year 2009-2010, 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.

M/S/C Acuña/Cardenas

Resolution No. 14597: Memorandum of Understanding between Imperial Valley Regional Occupational Program (IVROP) and Imperial Valley College (IVC) to establish an agreement for services under the workforce development programs funded by the Workforce Development Board to be administrated by IVC

BE IT RESOLVED that the Board approves and authorizes the Superintendent/President to enter into and sign the following Memorandum of Understanding:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Imperial Valley Regional Occupational Program (IVROP) and Imperial Valley College (IVC) to establish an agreement for services under the workforce development programs funded by the Workforce Development Board to be administrated by IVC.

PURPOSE: The program is designed to provide case management services.

TERM: This agreement is in effect on January 20, 2010, to June 30, 2011.

IVC agrees to:

- < Provide program and staff supervision.
- < Provide office facilities and all related operating cost.
- < Reimburse IVROP for staff salaries, fringe benefits, recruitment costs, pre-employment and 10% administrative costs for an amount not to exceed \$144,744.
- < Keep IVROP informed of program changes.

The Imperial Valley Regional Occupational Program agrees to:

- < Recruit and hire three Adult Development Specialists to provide services for IVC under a variety of WDB programs and B-GREEN. The length and terms of employment within each program shall be based on funding availability.
- < Follow IVROP hiring practices, procedures, pre-employment requirements, salary schedules, benefits and payroll procedures for these positions.

- < Submit a monthly invoice to Efrain Silva, Dean of Economic Development to request reimbursement for program expenditures to include salaries, fringe benefits, recruitment costs, pre-employment cost and 10% administration costs for total expenditures.

Both parties will jointly be involved in the advertising, prescreening, scheduling interviews, and the hiring process for the listed staff. This MOU may be modified as necessary subject to funding availability and program operation and with the approval of both parties.

This agreement may be terminated by either party upon breach of any provisions of this Memorandum of Understanding (MOU) upon giving the other party a thirty (30) day notice.

The undersigned hereby agree to the conditions of the Memorandum of Understanding. Dated and signed this February 17, 2010 in Imperial County, California.

M/S/C Acuña/Cardenas

Resolution No. 14598: Agreement between WIA Youth Education/Occupational/Leadership Skills Program Project TOY Work Agreement, Imperial Valley Regional Occupational Program (Grant Recipient), and Imperial Valley College (Partnering Agency)

BE IT RESOLVED that the Board approves and authorizes the Superintendent/President to enter into and sign the following Agreement:

**WIA Youth Educational/Occupational/Leadership Skills Program
PROJECT TOY
WORK AGREEMENT
PROGRAM YEAR (PY) OCTOBER 2009-JUNE 2010**

Imperial Valley Regional Occupational Program
(Grant Recipient)
and
Imperial Valley College
(Partnering Agency)

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, 2009 to June 30, 2010

3. **Purpose of this agreement**
 - a. IVROP has been contracted by The Workforce Development Board Office to provide Training Opportunities for Youth 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 200 WIA eligible youth between the ages of 14-21.

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 200 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 9th 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 \$20,000. 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.

**THIS ITEM WAS ACTED ON AFTER OPEN SESSION
M/S/C Acuña/Wong to move this item after Open Session.**

M/S/C Acuña/Cardenas

Resolution No. 14599: Agreement between Imperial Valley Regional Occupational Program (IVROP) and Imperial Valley College (IVC) for an Education and Training Service Contract

BE IT RESOLVED that the Board approves and authorizes the Superintendent/President to enter into and sign the following Agreement:

**EDUCATION AND TRAINING
SERVICE CONTRACT**

By and Between
Imperial Valley College
P.O. Box 158
Imperial, CA 92251

and
Imperial Valley Regional Occupational Program
IVROP
697 State Street
El Centro, CA 92243

UPON EXECUTION, this PROPOSAL shall constitute an AGREEMENT, entered into by and between Imperial Valley College (IVC), and the Imperial Valley Regional Occupational Program for educational and training services to be delivered through the IVC Contract Education Program.

WITNESSETH

WHEREAS, Imperial Valley College has been a long standing provider of contract educational services in the Imperial Valley.

WHEREAS Imperial Valley Regional Occupational Program has requested training and educational services consisting of Customer Service Academy.

NOW THEREFORE the following PROPOSAL FOR EDUCATION and TRAINING SERVICES is submitted to Imperial Valley Regional Occupational Program for consideration:

SCOPE OF SERVICES

Imperial Valley College will contract with Imperial Valley Regional Occupational Program to provide the following training course(s):

Course	Date(s)	Time	Location	Max. Enrollment	Total Hours
Customer Service Academy	Feb 9-24, 2010	6:00-9:00PM	One Stop El Centro	25	40 hrs

This course will be offered as not-for-credit for individuals referred by Imperial Valley Regional Occupational Program up to identified class maximum.

IVC will oversee all services for instruction, workshop development and delivery.

IVC shall provide required class material.

Imperial Valley Regional Occupational Program agrees to submit a participant roster(s), (first name, last name) no later than five (5) working days prior to the onset of training.

CANCELLATION AND NOTICES

In the event that the instructor is unavailable to meet with a group as scheduled, IVC may substitute a similarly qualified instructor. If a substitute cannot be provided, the training session will be rescheduled.

Either party, with or without cause, may terminate this agreement by the tendering of written thirty (30) day notice of intent to terminate services. Notices shall be mailed to the addresses earlier noted.

Upon cancellation, all contract services and fees shall be pro-rated for actual delivery through termination date, and may include training development activities conducted prior to the commencement of the program. Such fees will be due and payable upon termination.

IVC expressly prohibits client videotaping or reproduction of instruction in any other media or format.

TERM OF AGREEMENT

All terms specified in this agreement are valid up to 30 days from the date of issuance, Once executed, this agreement shall remain in effect from the date of execution below through the completion of all agreements as specified by both parties, and may be modified at any time by the mutual written consent of both parties.

CONSIDERATION

The program fee proposed shall be one hundred and twenty-five dollars (\$125.00) per hour of instruction. Total fee owed at the completion of the training program is \$5,000.00

Certificates of Completion will be issued upon receipt of payment.

EQUAL OPPORTUNITY

Neither Imperial Valley College, nor Imperial Valley Regional Occupational Program shall discriminate against any trainee referred by Imperial Valley Regional Occupational Program or any trainee requesting participation in this program on the basis of age, race, color, religion, national origin, sex or mental/physical disability.

INSURANCE AND INDEMNITY

Imperial Valley Regional Occupational Program shall carry comprehensive general liability and Worker's Compensation Insurance (\$1,000,000 aggregate) sufficient to indemnify the trainees for the duration of this agreement.

Imperial Valley College shall carry public liability and its usual Worker's Compensation coverage for employees and all other representatives of IVC who are performing services under this contract to be in effect for the duration of this agreement.

Imperial Valley Regional Occupational Program agrees to indemnify and hold harmless Imperial Valley College, its representatives, officers, directors, and employees from and against all liability, loss or claim of injury to persons or damage to property (including reasonable attorney's fees) arising out of the performance of this agreement, providing the injury to persons or damage to property is due to the negligence of Imperial Valley Regional Occupational Program or its respective associates or agents.

ENTIRE AGREEMENT

This PROPOSAL FOR EDUCATION and TRAINING SERVICES, when executed below shall constitute the entire agreement between the parties. Both parties must agree to changes to any of the terms or conditions noted in above sections in writing.

This agreement and subsequent agreements shall be governed and construed pursuant to the Laws of the State of California.

IN WITNESS WHEREOF, Imperial Valley College and Imperial Valley Regional Occupational Program have caused this PROPOSAL for Professional Services to become an AGREEMENT for Professional Services.

M/S/C Acuña/Cardenas

Resolution No. 14600: Agreement for San Diego and Imperial Counties Southwestern College Small Business Development Center (SBDC) Network Subrecipient Agreement No. NC201003 for Contract Period 2010 with Imperial Community College District

**SAN DIEGO AND IMPERIAL COUNTIES
SOUTHWESTERN COLLEGE
SMALL BUSINESS DEVELOPMENT CENTER (SBDC) NETWORK
SUBRECIPIENT AGREEMENT NO: NC201003
For Contract Period 2010**

In consideration of the covenants, promises and agreements contained herein, Southwestern Community College Small Business Development Center Network (hereinafter "the DISTRICT"), and Imperial Valley College (hereinafter "SUBRECIPIENT") hereby covenant, promise and agree as follows:

In consideration of the mutual premises hereinafter contained the parties agree that this SUBRECIPIENT will be performed in accordance with the following conditions:

GENERAL CONDITIONS

SCOPE OF WORK

Facility and administrative support of the **Small Business Development Center (SBDC Field Center)** during the transition of the program operations from Imperial Valley Community College to the DISTRICT. Administrative oversight of the SBDC Field Center remains with the DISTRICT. Facility costs to include rent, rent-related insurance, telephone, electricity, telephone, internet, water and/or other agreed-to facility-use costs required. Administrative support is to include use of contract consultants through the contract period and reimbursement of a maximum one month's salary of Administrative Assistant support.

PERFORMANCE PERIOD

The performance period of the SUBRECIPIENT will be from **January 1- March 11, 2010** unless amended by written mutual agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date.

ESTIMATED COST AND EXPENDITURE LIMITATION

The DISTRICT will reimburse the SUBRECIPIENT for actual expenses incurred under the SUBRECIPIENT but not to exceed **\$10,000** allocated by the DISTRICT and as documented in the SUBRECIPIENT approved SBA budget. These expenses are associated with facility rental, utilities, telecommunications, and administrative support salary.

ALLOWABLE COST AND PAYMENT

- A. The DISTRICT will reimburse the SUBRECIPIENT for costs incurred in the performance of the SUBRECIPIENT, provided that:
- (1) The Total of such costs does not exceed the cost as provided in Article III herein.
 - (2) Such costs were allowable by terms of the **2010** approved **budget attachment** and any revisions thereto as provided by SBA guidelines.

- (3) Such costs are incurred in accordance with SUBRECIPIENT's established policy and procedures.
- (4) The accounting for funds awarded under this agreement shall be in accordance with generally accepted accounting principles consistently applied. SUBRECIPIENT shall maintain records to support identifiable charges to the project. Obligations, commitments, encumbrances and expenditures should be made within the budget period.
- (5) The SUBRECIPIENT is the fiduciary under this Agreement and therefore is responsible for the facility oversight of the SBDC Field Center.
- (6) Allowable Costs
 - a) For the purpose of determining the amounts payable to SUBRECIPIENT under this agreement, the allowableness of costs shall be determined in accordance with (i) the appropriate OMB circulars as follows:

<u>ENTITY</u>	<u>ADMINISTRATIVE and COST PRINCIPLES</u>	
Universities	A-110*, A-133	A-21
State & Local Government	13 CRF, Part 143;	A-128 and A-87
Other Non-Profit Organization	A-110*, A-133	A-122 & Supplement 4/27/84
For Profit Organizations	A-110*	FAR SECTIONS 31.0

* Or any regulation promulgated to supplement or replace it.

(ii) SBA regulations and (iii) the terms of this agreement.

- b) Any budget revision, including transfers between cost categories, cumulatively shall not exceed ten percent of the total budget. If such transfers are expected to exceed this ten- percent limit, notify SBDC NETWORK SD/IV in writing for prior approval per specifications listed under **Exhibit B (SBDC Field Center Budget)**. If there are any new line items added to the budget, SBDC NETWORK SD/IV must also alert SBA. To do this, SUBRECIPIENT must submit a letter of justification to SBDC NETWORK SD/IV. This letter shall be sent or faxed to SBDC Network SD/IV, 900 Otay Lakes Road, Chula Vista, CA 91910. The Regional Director or designee shall, within ten (10) working days from the date of receipt of the SUBRECIPIENT's written request, provide the SUBRECIPIENT with a written approval or disapproval of the request.
- (7) Payment:
- a) The SUBRECIPIENT will submit detailed Cash Summary reports outlining federal, cash, and in-kind expenses to the DISTRICT for reimbursement **the contract period** to the following address: **SBDC Network SD/IV Region Office, 900 Otay Lakes Road, Chula Vista, CA 91910.**

In order for the SUBRECIPIENT to receive payment, these reports must be in sufficient detail to indicate clearly the nature of all expenses in the format of the **attached budget forms**. These vouchers must include reference to the DISTRICT SUBRECIPIENT number.

- b) In addition to the financial reports mentioned in (a) above, SUBRECIPIENT shall provide such special fiscal reports as may be requested by SBDC NETWORK

SD/IV to permit evaluation of the progress of the project.

- c) Payments for performance under this agreement shall be made by DISTRICT to SUBRECIPIENT on a cost-reimbursable basis when billed. Any payment so made shall be made in accordance with the approved budget referred to above and attached as Exhibit B. SUBRECIPIENT agrees that DISTRICT may withhold payment of any expenditure that appears unallowable, or for which additional information or support is required. SUBRECIPIENT further agrees to furnish DISTRICT such information as may be required to satisfy questions about the expenditures in question.
- d) Funds budgeted for direct costs may not be transferred to the indirect cost line and vice versa.

BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the DISTRICT shall have no liability to pay any funds whatsoever to the SUBRECIPIENT or to furnish any other considerations under this Agreement and the SUBRECIPIENT shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Agreement, the DISTRICT shall have the option to either cancel this Agreement with no liability occurring to the DISTRICT, or offer an amendment to this Agreement to the SUBRECIPIENT to reflect the reduced amount.

FINANCIAL AND PERFORMANCE REPORTS

Financial and Performance reports are due at the completion of the contract period.

CAPITAL EQUIPMENT

- A. Title to all equipment purchased on this agreement shall vest in SUBRECIPIENT upon acquisition, subject to the provisions of 20 U.S.C. 3474 and OMB Circular A-110.
- B. SUBRECIPIENT must maintain an inventory of all equipment costing \$500.00 or more. The \$500.00 threshold may be less subject to SUBRECIPIENT institutional policy and procedures on inventory requirements.
- C. Capital equipment is defined as any item having an acquisition cost of \$5,000.00 or more and a useful life of at least two years. Prior approval from the SBA for the purchase of equipment of any amount not listed in the approved budget is required. To request approval to purchase capital equipment, SUBRECIPIENT must submit a letter of request to the SBDC Network SD/IV, which will in turn make the request to SBA, if required. This letter should be sent to 900 Otay Lakes Road, Chula Vista, CA 91910.

TRAVEL

- 1 No funds provided under this agreement shall be used for travel.

AUDIT

- A. SUBRECIPIENT will provide the SBDC NETWORK SD/IV a copy of the annual audit each year, as needed.

- B. SUBRECIPIENT agrees to maintain all financial records, supporting documents and other records pertaining to this agreement for a period of five (5) years from submission of the final invoice or final expenditure report to SBDC NETWORK SD/IV at DISTRICT, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of the performance of this agreement shall be retained until such audits, appeals, litigations, or claims have been disposed of.
- C. In the event that SBA, the Comptroller General of the United States, or DISTRICT determines through audit or some other appropriate means, that expenditures from funds allocated to SUBRECIPIENT were not made in compliance with the regulations of SBA or the provisions of this agreement and are therefore unallowable, SUBRECIPIENT shall promptly refund the unallowable amount to SBDC NETWORK SD/IV at DISTRICT upon demand. Or, if final payment has not been yet made, DISTRICT may reduce future payments by the unallowable amount in consultation and approval of the SBDC NETWORK SD/IV.
- D. SUBRECIPIENT further certifies that, in instances of noncompliance with Federal laws and regulations, appropriate corrective action will be taken. SUBRECIPIENT agrees to notify SBDC NETWORK SD/IV at DISTRICT of the corrective action within six months of furnishing the audit report to SBDC NETWORK SD/IV at DISTRICT.

COMPLIANCE WITH LAWS

- A. The SUBRECIPIENT shall be responsible for compliance with all requirements and obligations relating to the services required under local, state or federal law. Such requirements or obligations include, but are not necessarily limited to, minimum wage, overtime compensation, social security, unemployment insurance, income tax and worker's compensation.
- B. SUBRECIPIENT will not discriminate any employee or applicant for employment because of race, color, religion, sex or national origin and in all respects shall comply with Executive Order 11246, entitled "Equal Executive Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).
- C. SUBRECIPIENT will not discriminate against any employee or applicant for employment because he/she is a disabled veteran or veteran of the Vietnam era, nor will he discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which he/ she is qualified as defined by the American With Disability Act.
- D. SUBRECIPIENT will not discriminate against any employee or applicant for employment on the basis of age.
- E. SUBRECIPIENT agrees to comply with all the requirements of Section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by P.L. 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq, as amended by 92-500), respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 114 and Section 308 of the Clean Air and Water Act, respectively, and all regulations and guidelines issued there under before the execution of this agreement. SUBRECIPIENT will use its best efforts to comply with clean air standards and clean water standards at the facilities and locations where the work of this agreement is performed.

DEBARMENT, SUSPENSION, REPAYMENT OF FEDERAL DEBT

- A. SUBRECIPIENT certifies, by signing this document, that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. SUBRECIPIENT is required to include this provision in any sub award resulting from this award.

- B. SUBRECIPIENT certifies, by signing this document, that neither it nor its principals is delinquent on the repayment of any federal debt. SUBRECIPIENT is required to include this provision in any sub award resulting from this award.

DISCLOSURE OF FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, request for proposals, bid solicitations, and other documents describing this project, the SUBRECIPIENT shall state clearly: 1) the dollar amount of the Federal funds for the project, 2) the percentage of the total costs of the project that will be financed with Federal funds, and 3) the percentage and dollar amount of the total cost of the project that will be financed by non governmental sources.

FRANCHISE TAX CERTIFICATION

SUBRECIPIENT certifies that, upon the effective date of this agreement, either 1) it is not delinquent in payment of State of California corporate franchise taxes or 2) it is not subject to the payment of such taxes. SUBRECIPIENT agrees that any false statement with respect to franchise tax status shall be material breach hereof, and DISTRICT shall be entitled to terminate this agreement upon written notice thereof to SUBRECIPIENT.

LIABILITY

SUBRECIPIENT and DISTRICT mutually agree that each party to this agreement is and will be acting as an independent contractor in the performance of this work, and that each shall be solely responsible for the official acts of its employees or its agents in connection with the performance of this work and will not hold the other party responsible for personal injury, death, property damage or other losses arising out of the official actions of those employees or agents.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

Neither party makes any representation or warranties of any kind, either express or implied, as to any matter not set forth in this agreement including but not limited to implied warranties or merchantability or fitness for any particular purpose with respect to confidential information, inventions, technology, mask works, software, technical data, or that use of any of the foregoing will not infringe any patent, copyright, mask work or other proprietary right. Neither party shall be held to any liability with respect to any claim arising from or on account of any use of the foregoing regardless of the form of action, whether in contract or tort, including negligence. To the extent that a party grants a sublicense or otherwise transfers any invention, technology, software, mask works, or technical data, the party hereby indemnifies and holds harmless the other party with respect to any claim arising out of the sublicense or transfer. In no event will either party be liable to the other for consequential or incidental damages of any nature whatsoever.

TERMINATION

This agreement may be terminated prior to the expiration of the period of performance by mutual written agreement of SBDC NETWORK SD/IV at DISTRICT and SUBRECIPIENT. Upon recipient of such notice, SUBRECIPIENT shall cease incurring cost under this agreement and take action to cancel all outstanding obligations, which can be reasonably canceled. Within forty-five days of the effective date of the termination, SUBRECIPIENT shall submit a final

report to SBDC NETWORK SD/IV covering costs incurred to the date of termination. SUBRECIPIENT shall be entitled to reimbursement for all costs incurred to the date of termination and for all uncancellable obligations up to the maximum amount set forth in Paragraph A of Article IV.

LAW AND VENUE

This SUBRECIPIENT shall be governed by and construed in accordance with the laws of the State of California and exclusive venue will be 301 N. Imperial Ave., Suite B, El Centro, CA 92243.

SPECIAL CONDITIONS

The Conditions of the Notice of Award, the Cooperative Agreement, the Program Announcement, the Policies and Procedures of the SBDC, along with the plan of operation as submitted by your college and approved by the Small Business Administration (SBA), shall be measures of performance of the SUBRECIPIENT under this Agreement.

In rendering services under this Agreement:

- A. Southwestern Community College District (DISTRICT) and SUBRECIPIENT do not change the independent status of the contractor;
- B. SUBRECIPIENT is performing services of the type performed prior to this Agreement;
- C. Employees of the SUBRECIPIENT are not employees of the DISTRICT. The SUBRECIPIENT is solely responsible for employee payrolls and claims arising there from.
- D. Alterations or amendments must be approved by written mutual agreement the parties herein. Any federal statutes and/or regulations governing these activities hereto bind the parties.

INDEMNIFICATION

The SUBRECIPIENT shall defend, indemnify and hold the DISTRICT harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SUBRECIPIENT, its officers, agents or employees. The DISTRICT shall defend, indemnify and hold the SUBRECIPIENT harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents or employees.

INSURANCE

SUBRECIPIENT shall carry comprehensive general liability insurance and Workers' Compensation for the duration of the agreement, covering the District's referred employees or students.

Exhibit A
Scope of Work DEFINED

1. DEFINITION OF TERMS

Capitalized terms as used in this Agreement have the following definitions:

A. "8(a) Program" means the SBA 8(a) Business Development Program - An SBA Program that offers a broad scope of assistance to socially and economically disadvantaged firms.

B. "Agreement" refers to this Agreement, number NC200903.

C. "Budget Line Item" means any specific budget item designated within each Budget Category in Exhibit B.

D. "Budget Category" means the major budget subject headings designated in Exhibit B. They are: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Consultants, Other and Indirect Costs. "Budget Line Item" means any specific budget item designated within each Budget Category in Exhibit B.

E. "Business counseling services" means one-on-one or small group meetings with current and/or prospective small business owners in person, by telephone, video conferencing, or computer, to coach, mentor or provide information to help the small business owner move towards intended results.

F. "Cash Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable and as amended or superseded.

G. "CATS" means the SoftShare WinCATS OR WebCATS 2000-2009 Client Activity Tracking System used by the SBDC NETWORK SD/IV Program.

H. "CDBG" means the United States Department of Housing and Urban Development, Community Development Block Grant.

I. "CFR" means the Code of Federal Regulations.

J. "COCCC" means the Chancellor's Office of the California Community Colleges.

K. "SUBRECIPIENT" means the Imperial Valley College.

L. "Cooperative Partners" means those partners identified in the annual Notice of Award (Cooperative Agreement) issued by SBA. The 2009 Notice of Award specifies the Cooperative Partners as SBDC NETWORK SD/IV, COCCC, and SBA.

M. "Small Business Development Center Network for San Diego and Imperial Counties" means the SBDC NETWORK SD/IV, the SBA California District Directors and Project Officers, the COCCC, and California SBDCs.

N. "Empowerment Zones" means a community designated by the federal Department of Housing and Urban Development (HUD) as an area that suffered significant economic distress and may receive targeted funding from federal agencies.

O. "Funds" means any Funds listed in any column of Exhibit B with the exception of the COCCC Column. COCCC fund are paid directly to the SUBRECIPIENT by COCCC.

P. "Expiration" means the expiration, termination or cancellation of this Agreement.

Q. "In-Kind Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable and as amended or superceded.

R. "HUBZone" means a Historically Under-utilized Business Zone designated by SBA as an area located within one or more qualified census tracts, qualified non-metropolitan counties or lands within the external boundaries of an Indian Reservation.

S. "Lead Center" means the Small Business Development Center Network for San Diego and Imperial Counties.

T. "Lead Center Director" refers to the Regional Director and the individual, or designee, on behalf of the SBDC NETWORK SD/IV who has the overall responsibility to administer and evaluate the work of the SUBRECIPIENT during the term of this Agreement.

U. "Notice" means a notice of probation.

V. "OMB" means the federal Office of Management and Budget.

W. "Program Income" means all monies earned or received from SBDC Field Center clients and others in payment for SBDC NETWORK SD/IV Program activities and/or products other than counseling services.

X. "PQL" means the SBA Prequalification Loan Program.

Y. "SBA" means the United States Small Business Administration.

Z. "SBDC" means Small Business Development Center.

AA. "SCORE" means the Service Corps of Retired Executives.

BB. "SBDC Field Center" means the Imperial Valley Small Business Development Center (IV SBDC).

CC. "Special Emphasis Groups" refer to underrepresented populations of business owners compared to their representation in the overall population. Depending upon the service territory demographics of the SBDC Field Center, Special Emphasis Groups may include: disabled individuals, Native Americans or Alaska Natives, Black or African Americans, Asian Americans, Native Hawaiians or other Pacific Islanders, Hispanics, women, veterans, service-connected disabled veterans, individuals in rural areas and HUB Zones and those in low to moderate income urban areas as determined by Census Bureau information.

EXHIBIT B
San Diego and Imperial Regional SBDC Network
BUDGET JUSTIFICATION
(ESTIMATED COSTS)

SBDC Service Center: Imperial Valley SBDC 2010

DESCRIPTION		SBA	FEDERAL CASH MATCH	TOTAL
A. PERSONNEL	FTE			
		\$ -	\$ -	\$ -
Administrative Assistant	1 month	\$ 3,000.00	\$ 100.00	\$ 3,100.00
				\$ -
				\$ -
Total Salaries and Wages		\$ 3,000.00	\$ 100.00	\$ 3,100.00
<i>Attach copy of fringe benefit schedule</i>				
B. FRINGE BENEFITS		\$ -	\$ -	\$ -
Staff Health		\$ 1,000.00	\$ 100.00	\$ 1,100.00
				\$ -
Full-time staff	16.7% rate			\$ -
Part-time staff	9.5% rate			\$ -
				\$ -
Total Fringe Benefits		\$ 1,000.00	\$ 100.00	\$ 1,100.00
<i>Provide purpose, destination, per diem rates, number of trips and number of travelers.</i>				
C. TRAVEL			\$ -	\$ -
In-State: _____ miles @ \$.55 per mile				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Travel		\$ -	\$ -	\$ -
D. EQUIPMENT				\$ -
Office Equipment				\$ -
Office Furniture				\$ -
(For items \$5,000 or more)				\$ -
				\$ -
Total Equipment		\$ -	\$ -	\$ -
E. SUPPLIES			\$ -	\$ -
General Office				\$ -
Operational				\$ -
Computer Supplies				\$ -
				\$ -
Total Supplies		\$ -	\$ -	\$ -

CLOSED SESSION

M/S/C Acuna/Cardenas to go into CLOSED SESSION at 7:50 p.m.

1. NEGOTIATIONS UNDER THE EDUCATIONAL EMPLOYMENT RELATIONS ACT
Conference with District Negotiators: John Lau and Travis Gregory
Employee Organization: CSEA Chapter 472
RE: Negotiations
2. 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
3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

OPEN SESSION

M/S/C Galindo/Acuna to go into OPEN SESSION at 8:26 p.m.

1. Information was received and instructions were given.
2. Information was received.
3. Information was received.

Resolution No. 14599 was acted on. The item is located under Educational Services.

CONSENT AGENDA – HUMAN RESOURCES

**Resolution Nos. 14602 and 14603 were pulled and there was NO ACTION taken.
Trustee Galindo pulled Resolution No. 14605.**

M/S/C Acuña/Wong

Resolution No. 14601: Administrative Title Change

BE IT RESOLVED that the Board, with the recommendation of the Superintendent/President, approves changing the title of Dean of Extended Campus to Dean of Instruction for Economic and Workforce Development.

NO ACTION TAKEN – RESOLUTION WAS PULLED

Resolution No. 14602: Order of Employment of all Tenure Track Contract and Regular Faculty

~~BE IT RESOLVED that the Board approves granting tenure to the academic personnel listed, and that they be reemployed, as credentialed, for the 2009-2010 academic year as tenured faculty.~~

~~BE IT FURTHER RESOLVED that the Board, with the recommendation of the Superintendent/President, accepts the following order of employment:~~

Seniority	Last	First	Hire	Division	Tenure	-	-
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	Name	Name	Date			
1	Guzman	Cesar	09-02-75	Student Services	¥	Tnr-Trk Non-teaching
2	Beope	Frances	09-02-75	Student Services	¥	Tnr-Trk Non-teaching
3	Meek	Alfred	09-05-76	Nursing Education/Health Tech/EMS	¥	Tnr-Trk Teaching
4	Artechi	Olga	09-07-76	Student Services	¥	Tnr-Trk Non-teaching
5	Lopez	Jose	12-01-79	Industrial Technology	¥	Tnr-Trk Teaching
6	Lopez	Sergio	08-26-80	Administration	¥	Tnr-Trk Admin.
7	Deyo	Jeff	08-26-80	Exercise Science/Wellness/Sport	¥	Tnr-Trk Teaching
8	Stroud	V. Jean	08-26-80	Nursing Education/Health Tech/EMS	¥	Tnr-Trk Teaching
9	Rodgers	Gary	09-01-81	Behavioral Science & Social Science	¥	Tnr-Trk Teaching
10	Jaime	Victor	09-28-81	Administration	¥	Tnr-Trk Admin.
11	Pollock-Blevins	Diedre	09-03-85	Nursing Education/Health Tech/EMS	¥	Tnr-Trk Teaching
12	Luoma	Craig	09-03-85	Nursing Education/Health Tech/EMS	¥	Tnr-Trk Teaching
13	Nava	Norma	09-03-85	Student Services	¥	Tnr-Trk Non-teaching
14	Magne	Jan	09-05-85	Administration	¥	Tnr-Trk Admin.
15	McNeece	Brian	09-02-86	English	¥	Tnr-Trk Teaching
16	Rapp	Frank	09-02-86	English	¥	Tnr-Trk Teaching
17	Kalin	Janeen	02-01-88	Student Services	¥	Tnr-Trk Non-teaching
18	Rodgers	Valerie	02-01-88	Business	¥	Tnr-Trk Teaching
19	Nunez	Norma	03-14-88	Student Services	¥	Tnr-Trk Non-teaching
20	Kelly	Nannette	09-06-88	Humanities	¥	Tnr-Trk Teaching
21	Ponce	Josefina	09-05-89	English	¥	Tnr-Trk Teaching
22	Drury	Dave	09-05-89	Exercise Science/Wellness/Sport	¥	Tnr-Trk Teaching
23	Marquez	Ralph	10-09-89	Student Services	¥	Tnr-Trk Non-teaching
24	Esqueda	Jesus	02-14-90	Student Services	¥	Tnr-Trk Non-teaching
25	Marcuson	Bruce	08-27-90	Behavioral Science & Social Science	¥	Tnr-Trk Teaching
26	Biley	Patti	08-27-90	English	¥	Tnr-Trk Teaching
27	Orfanos-Weo	Stella	08-27-90	Student Services	¥	Tnr-Trk Non-teaching
28	Zielinski	David	01-14-91	English	¥	Tnr-Trk Teaching
29	Fitzsimmons	Richard	08-23-91	Nursing Education/Health Tech/EMS	¥	Tnr-Trk Teaching
30	Cañez-Savala	Said	09-03-91	Student Services	¥	Tnr-Trk Non-teaching
31	Hansink	Todd	08-21-92	Business	¥	Tnr-Trk Teaching
32	Jacobson	Eric	08-21-92	Behavioral Science & Social Science	¥	Tnr-Trk Teaching
33	Horton	Sidne	08-17-93	Exercise Science/Wellness/Sport	¥	Tnr-Trk Teaching
34	Bemis	Roberta	08-15-94	English	¥	Tnr-Trk Teaching
35	Lofgren	Mary	09-01-95	Student Services	¥	Tnr-Trk Non-teaching
36	Mecate	James	08-12-96	Exercise Science/Wellness/Sport	¥	Tnr-Trk Teaching
37	Lee	Carol	09-23-96	Student Services	¥	Tnr-Trk Non-teaching
38	Patterson	James	08-18-97	English	¥	Tnr-Trk Teaching
39	Zhao	Lianna	08-18-97	Science/Math/Engineering	¥	Tnr-Trk Teaching

40	Scheuerell	Edward	08-18-97	English	¥	Tnr-Trk	Teaching
41	Nilson	Barbara	08-18-97	Science/Math/Engineering	¥	Tnr-Trk	Teaching
42	Staton	Robin	08-25-97	Behavioral Science & Social Science	¥	Tnr-Trk	Teaching
43	Berry	Kathy	09-14-94	Administration	¥	Tnr-Trk	Admin.
44	Paine	Thomas	08-17-98	Business	¥	Tnr-Trk	Teaching
45	Campos	Gilbert	07-01-99	Student Services	¥	Tnr-Trk	Non-teaching
46	Mercado	Lourdes	07-01-99	Student Services	¥	Tnr-Trk	Non-teaching
47	Tucker	Jill	08-16-99	Exercise Science/Wellness/Sport	¥	Tnr-Trk	Teaching
48	Ruiz	Angelica	08-16-99	Business	¥	Tnr-Trk	Teaching
49	Ghanim	Walid	08-16-99	Business	¥	Tnr-Trk	Teaching
50	Miller	Fonda	08-16-99	Child, Family & Consumer Science	¥	Tnr-Trk	Teaching
51	Blek	Craig	08-16-99	Business	¥	Tnr-Trk	Teaching
52	Shokoufi	Mardjan	08-16-99	Science/Math/Engineering	¥	Tnr-Trk	Teaching
53	Santistevan	Judy	08-16-99	Business	¥	Tnr-Trk	Teaching
54	Garcia	Raquel	10-01-99	Disabled Student Programs & Services	¥	Tnr-Trk	Non-teaching
55	Avila	Beatriz	01-10-00	Student Services	¥	Tnr-Trk	Non-teaching
56	Beckley	Jeffrey	01-12-00	Business	¥	Tnr-Trk	Teaching
57	Gage-Mosher	Ronald	01-12-00	Behavioral Science & Social Science	¥	Tnr-Trk	Teaching
58	Harris	Diane	01-12-00	English	¥	Tnr-Trk	Teaching
59	Gilbertson	Thomas	01-12-00	Humanities	¥	Tnr-Trk	Teaching
60	Plascencia	Jose	07-10-00	Student Services	¥	Tnr-Trk	Non-teaching
61	Dorantes	Kathleen	08-14-00	English	¥	Tnr-Trk	Teaching
62	Martini	Donald	08-14-00	English	¥	Tnr-Trk	Teaching
63	Decker	Van	08-14-00	Humanities	¥	Tnr-Trk	Teaching
64	Craven	Julie	08-14-00	English	¥	Tnr-Trk	Teaching
67	Arguelles	Trinidad	01-08-01	Student Services	¥	Tnr-Trk	Non-teaching
65	Byrd	Krista	01-10-01	Behavioral Science & Social Science	¥	Tnr-Trk	Teaching
68	David	Samuel	08-17-01	Science/Math/Engineering	¥	Tnr-Trk	Teaching
69	Simpson	Scott	08-17-01	English	¥	Tnr-Trk	Teaching
70	Davis	Donna	08-17-01	Nursing Education/Health Tech/EMS	¥	Tnr-Trk	Teaching
71	Voldman	Aleksandr	08-17-01	Science/Math/Engineering	¥	Tnr-Trk	Teaching
72	Pradis	Ricarde	08-23-01	Industrial Technology	¥	Tnr-Trk	Teaching
73	Levitt	Paige	09-04-01	Disabled Student Programs & Services	¥	Tnr-Trk	Non-teaching
74	Mazeroll	Lorraine	01-07-02	Student Services	¥	Tnr-Trk	Non-teaching
75	Rowley	Deirdre	01-09-02	English	¥	Tnr-Trk	Teaching
76	Davis	Lincoln	01-09-02	English	¥	Tnr-Trk	Teaching
77	Gretz	Suzanne	01-09-02	Behavioral Science & Social Science	¥	Tnr-Trk	Teaching
78	Riehle	Betsy	08-16-02	Science/Math/Engineering	¥	Tnr-Trk	Teaching
79	Higgins	Sue	08-16-02	Nursing Education/Health Tech/EMS	¥	Tnr-Trk	Teaching
80	Fisher	James	08-16-02	Science/Math/Engineering	¥	Tnr-Trk	Teaching

81	Lehtonen	Eric	08-16-02	Science/Math/Engineering	¥	Tnr-Trk	Teaching
82	Armenta	Celeste	08-16-02	Nursing Education/Health Tech/EMS	¥-1011	Tnr-Trk	Teaching
66	Zazueta	Cathy	01-01-03	Learning Services	¥	Tnr-Trk	Non-teaching
83	Sheppard	David	01-15-03	Child, Family & Consumer Science	¥	Tnr-Trk	Teaching
84	Marty	Kevin	08-14-04	Science/Math/Engineering	¥	Tnr-Trk	Teaching
85	Wainwright	Mary-Je	08-14-04	Behavioral Science & Social Science	¥	Tnr-Trk	Teaching
86	Seivertson	Bruce	08-14-04	Behavioral Science & Social Science	¥	Tnr-Trk	Teaching
87	Finnell	Gaylla	08-14-04	Behavioral Science & Social Science	¥	Tnr-Trk	Teaching
88	Lavery	Russell	08-14-04	Science/Math/Engineering	¥	Tnr-Trk	Teaching
89	Chien	Andrew	08-14-04	Science/Math/Engineering	¥	Tnr-Trk	Teaching
90	Guinn	Melani	08-14-04	Humanities	¥	Tnr-Trk	Teaching
91	Page	Bruce	08-14-04	Humanities	¥	Tnr-Trk	Teaching
92	Ruiz	Jose	08-14-04	Humanities	¥	Tnr-Trk	Teaching
93	Williams	Jack	08-14-04	Nursing Education/Health Tech/EMS	¥	Tnr-Trk	Teaching
94	Pfister	Toni	08-14-04	Exercise Science/Wellness/Sport	¥	Tnr-Trk	Teaching
95	Knaak	Manfred	08-14-04	Behavioral Science & Social Science	¥	Tnr-Trk	Teaching
96	Miranda	Frank	08-14-04	Industrial Technology	¥	Tnr-Trk	Teaching
97	Hegarty	Carol	01-12-05	Humanities	¥	Tnr-Trk	Teaching
98	Mason	Charles	01-12-05	Humanities	¥	Tnr-Trk	Teaching
99	Heumann	Michael	01-12-05	English	¥	Tnr-Trk	Teaching
100	Leon	Allyn	01-12-05	Science/Math/Engineering	¥	Tnr-Trk	Teaching
101	McClain	John	01-12-05	English	¥-1011	Tnr-Trk	Teaching
102	Sanchez-Dominguez	Romano	08-19-05	Humanities	¥	Tnr-Trk	Teaching
103	White	Kevin	08-19-05	Behavioral Science & Social Science	¥	Tnr-Trk	Teaching
104	Kareva	Kseniya	08-19-05	English	¥	Tnr-Trk	Teaching
105	Gilison	Daniel	08-19-05	Science/Math/Engineering	¥	Tnr-Trk	Teaching
106	Cormier	Judy	08-19-05	English	¥	Tnr-Trk	Teaching
107	Lay	Nancy	08-19-05	English	¥	Tnr-Trk	Teaching
108	Merrell	Thomas	08-19-05	Science/Math/Engineering	¥	Tnr-Trk	Teaching
109	Mesier	Laura	08-19-05	Humanities	¥	Tnr-Trk	Teaching
110	Aye	Tyson	08-19-05	Exercise Science/Wellness/Sport	¥	Tnr-Trk	Teaching
111	Martinez	Andres	07-03-06	ACCESO/Business	¥-1011	Tnr-Trk	Teaching
112	Davis	Hope	08-18-06	Humanities	¥-1011	Tnr-Trk	Teaching
113	Norris	Terry	08-18-06	Learning Services	¥-1011	Tnr-Trk	Non-teaching
114	Gastropel	Rick	08-18-06	Science/Math/Engineering	¥-1011	Tnr-Trk	Teaching
115	Agee	John	08-18-06	Behavioral Science & Social Science	¥-1011	Tnr-Trk	Teaching
116	Shaner	Christina	08-18-06	English	¥-1011	Tnr-Trk	Teaching
117	Morales	Marco	08-18-06	Industrial Technology	¥-1011	Tnr-Trk	Teaching
118	Velasquez	Jose	08-18-06	Industrial Technology	¥-1011	Tnr-Trk	Teaching
119	Dorsey	Tanya	10-23-06	Student Services	¥-1112	Tnr-Trk	Non-teaching

120	Pitones	Rosa	02-01-07	Learning Services	Y-1112	Tnr-Trk	Non-teaching
121	Baukholt	Robert	02-12-07	English	Y-1112	Tnr-Trk	Teaching
122	Pastrana	Leticia	02-12-07	English	Y-1112	Tnr-Trk	Teaching
123	Higginson	Jane	08-17-07	Science/Math/Engineering	Y-1112	Tnr-Trk	Teaching
124	Paine	Yvonne	08-17-07	English	Y-1011	Tnr-Trk	Teaching
125	Garza	Alejandro	08-17-07	English	Y-1112	Tnr-Trk	Teaching
126	Abrams	Robert	08-17-07	English	Y-1112	Tnr-Trk	Teaching
127	Pauley	Patrick	08-17-07	Science/Math/Engineering	Y-1112	Tnr-Trk	Teaching
128	Solomon	Lisa	08-17-07	Behavioral Science & Social Science	Y-1112	Tnr-Trk	Teaching
129	Holt	Steve	10-18-07	Nursing Education/Health Tech/EMS	Y-1213	Tnr-Trk	Teaching
130	Hernandez	Oscar	08-22-08	Science/Math/Engineering	Y-1213	Tnr-Trk	Teaching
131	Mess	Susan	08-22-08	Science/Math/Engineering	Y-1213	Tnr-Trk	Teaching
132	Rangel	Javier	08-22-08	Humanities	Y-1213	Tnr-Trk	Teaching
133	Rice	Sydney	08-22-08	English	Y-1213	Tnr-Trk	Teaching
134	Wright	Bradford	08-22-08	Behavioral Science & Social Science	Y-1213	Tnr-Trk	Teaching
135	Edwards	Aaron	08-22-08	Humanities	Y-1213	Tnr-Trk	Teaching
136	Swiaden	Glenn	08-22-08	Humanities	Y-1213	Tnr-Trk	Teaching
137	Cozzani	Alejandro	08-22-08	Science/Math/Engineering	Y-1213	Tnr-Trk	Teaching
138	Jepson	Rosabla	08-22-08	Nursing Education/Health Tech/EMS	Y-1213	Tnr-Trk	Teaching
139	Goldsberry	Rick	09-15-08	Nursing Education/Health Tech/EMS	Y-1213	Tnr-Trk	Teaching
140	Wells	Edward	08-17-09	Behavioral Science & Social Science	Y-1314	Tnr-Trk	Teaching
141	Kitzmiller	Jill	08-21-09	Science/Math/Engineering	Y-1314	Tnr-Trk	Teaching
142	Chang	Eddie	08-21-09	Science/Math/Engineering	Y-1314	Tnr-Trk	Teaching
143	Nelipovich	Jill	08-21-09	Science/Math/Engineering	Y-1314	Tnr-Trk	Teaching

NO ACTION TAKEN – RESOLUTION WAS PULLED

Resolution No. 14603: Order of Employment of Non Tenure Track Contract Faculty for the Academic Year 2009-2010

WHEREAS Education Code 87415 stipulates that *“The governing board of every community college district shall establish the order of employment of all contract or regular employees of the district in the manner prescribed by Sections 87400 to 87424, inclusive, and shall keep a roster of same as a public record.”*

NOW BE IT RESOLVED that the Board approves the following seniority list of non tenure track contract faculty:

Seniority	Last Name	First Name	Hire Date	Division	Tenure	-	-
1	Lopez	Rosalie	12-01-79	Student Services	N		Non-teaching
2	Romero	Yolanda	10-03-88	Student Services	N		Non-teaching
3	Diaz	Dolores	09-05-89	Student Services	N		Non-teaching
4	Sandoval	Lilia	02-16-99	Student Services	N		Non-teaching
5	Alvarado	Beatriz	07-01-99	Student Services	N		Non-teaching
6	Felix	Mireya	01-18-00	Student Services	N		Non-teaching
7	Garcia	Martha	01-08-01	Student Services	N		Non-teaching
8	Esquer	Maria	03-05-01	Student Services	N		Non-teaching
9	Fletes	Myriam	03-20-02	Student Services	N		Non-teaching
10	Fristrup	Carey	01-12-04	Student Services	N		Non-teaching
11	Sigala	Isabel	07-01-07	Student Services	N		Non-teaching
12	Howell	Kevin	08-21-09	English	N		Teaching

M/S/C Acuña/Wong

Resolution No. 14604: Classified Management Reorganization - Director of Evening College

WHEREAS, it was the recommendation of the Ad Hoc "Thaw Committee" to place a hiring priority on the position of Director of Campus Safety and Security; and

WHEREAS, this is an approved position referred to in the educational master plan (goal three), cited in the 2008-2011 staffing plan, aligns with the reorganization plan, and was planned for in the 2009-2010 budget; and

WHEREAS, the District's need to ensure a safe and secure campus is vital to achieving its mission;

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President for the Director of Evening College to be reclassified to the position of Director of Campus Safety and Security, effective April 1, 2010, as follows:

<u>Name</u>	<u>Present Classification</u>	<u>New Classification</u>
Nakamura, Tim	Director of Evening College Classified Manager Range 3-2 Part-time (.65) District Funded	Director of Campus Safety and Security Classified Manager Range 3-2 Full time District Funded

Fiscal Impact: The District will pay for the change through parking funds.

M/S/C Acuña/Wong

Resolution No. 14605: Classified Confidential Service Position Reclassification

Discussion

Trustee Galindo stated she heard President Gould state that reclassifications would stop effective immediately. President Gould stated that he meant any reclasses received from today forward.

Resolution

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/ President to reclassify the following confidential position, finalizing the Business Office reorganization and transferring benefits coordination responsibilities to the Human Resources office, effective January 3, 2010 as follows:

<u>Name</u>	<u>Present Classification</u>	<u>New Classification</u>
Sanchez, Martha	Human Resource Specialist Confidential Range 3-10 District Funded	Human Resource Specialist Confidential Range 4-10 District Funded

Fiscal Impact: Approximately \$3,000 per year, with an overall cost savings to the District of approximately \$41,684 per year (realignment of positions following retirement).

M/S/C Acuña/Wong

Resolution No. 14606: Classified Substitute Employment

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to extend the substitute employment contract for the following employee:

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Funding</u>	<u>Range</u>	<u>Effective</u>
Villagomez, Melinda	Assessment Center Technician	Assessment Center	Categorical	14-1	1/4/09-1/29/10

M/S/C Acuña/Wong

Resolution No. 14607: Classified Short-Term Employment

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to extend the short-term employment contract for the following employee:

<u>Name</u>	<u>Position</u>	<u>Department</u>	<u>Funding</u>	<u>Range</u>	<u>Effective</u>
O'Campo, Anna	Financial Aid Tech	Financial Aid	Categorical	14-1	1/5/10-3/5/10

M/S/C Acuña/Wong

Resolution No. 14608: Reduction of Classified Service

WHEREAS, the Governing Board of the Imperial Community College District finds it necessary and in the best interest of the District to eliminate and reduce the classified service as specified below:

Adult Development Specialist (Vacant position)

NOW THEREFORE, BE IT RESOLVED that this classified position of the District shall be discontinued and reduced.

M/S/C Acuña/Wong

Resolution No. 14609: Volunteer Service Agreement

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to employ Gonzalo Huerta as a volunteer Educational & Technical Advisor who shall be covered by Workers' Compensation Insurance effective February 15, 2010 through June 30, 2010.

BE IT FURTHER RESOLVED that thanks be hereby extended to Gonzalo Huerta for volunteering in the Industrial Technology Division and for his contribution to Imperial Valley College.

M/S/C Acuña/Wong

Resolution No. 14610: Volunteer Service Agreement

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to employ Tony Salas as a volunteer teacher's aide and clerical assistant who shall be covered by Workers' Compensation Insurance effective January 15, 2010 through June 15, 2010.

BE IT FURTHER RESOLVED that thanks be hereby extended to Tony Salas for volunteering in the Science/Math/Engineering Department and for his contribution to Imperial Valley College.

M/S/C Acuña/Wong

Resolution No. 14611: Volunteer Service Agreement

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to employ Emir Mojica as a volunteer student library aide who shall be covered by Workers' Compensation Insurance effective February 17, 2010 through June 30, 2010.

BE IT FURTHER RESOLVED that thanks be hereby extended to Emir Mojica for volunteering in the Learning Services Department and for his contribution to Imperial Valley College.

M/S/C Acuña/Wong

Resolution No. 14612: Volunteer Service Agreement

BE IT RESOLVED that the Board approves the recommendation of the Superintendent/President to employ Aldolfo Rico as a Student Assistant – Financial Aid who shall be covered by Workers' Compensation Insurance effective January 28, 2010 through March 28, 2010.

BE IT FURTHER RESOLVED that thanks be hereby extended to Aldolfo Rico for volunteering in the Financial Aid Department and for his contribution to Imperial Valley College.

ADJOURNMENT

M/S/C Cardenas/Acuña to ADJOURN the meeting at 8:33 p.m.

A special meeting of the Imperial Community College District Board of Trustees is scheduled for **MONDAY, MARCH 8, 2010, AT 6:00 P.M.** in the Administration Board Room located in Building 10 and a regular meeting on **WEDNESDAY, MARCH 17, 2010, AT 6:00 P.M.** in the Administration Board Room located in Building 10.

Adopted this 17th day of March 2010.

ICCD Board President

ICCD Board Secretary