BACKGROUND INFORMATION TO BOARD FTES RESOLUTION

- The State's apportionment is tied directly to FTES acquisition.

- The data presented demonstrates that although Palo Verde College has a consistent pattern of decreasing enrollment since Fall 2009, its FTES has remained consistent, representing that students are enrolling in fewer units.

- To maintain its base level of apportionment, the College must maintain no less than the base FTES to obtain base funding.

FALL ENROLLMENT TREND DATA		SPRING ENROLLMENT TREND DATA	
Fall 2009	5057	Spring 2010	4032
Fall 2010	4500	Spring 2011	3964
Fall 2011	3713	Spring 2012	2998
Fall 2012	3209	Spring 2013	1902

FTES TREND DATA	
YEAR	TOTAL FTES
2009-2010	1916.11
2010-2011	1791.17
2011-2012	1367.93
2012-2013	EST.1500-1600

- In the summer of 2011, the College community was informed that it had (unknowingly) been deficit spending and balancing the budget with COP income, which created a false picture as to the stability of the College's finances.

- To address the deficit and balance the 2011-12 budget without using COP monies any longer, the decision was made to reduce course offerings to save some of the costs associated with hiring adjunct faculty, thereby reducing FTES generation and intentionally placing the College in "stabilization" for 2011-12.

- Because the College has a recent history of consistently generating at least 1800 FTES, and because the 2012-13 class schedule was built using the year in which the highest FTES was generated, a good faith effort was made to balance the 2012-13 budget on the expectation that its 1800 FTES base target was realistic and attainable.

- The Accreditation Commission, recognizing that Palo Verde College was facing severe financial challenges, placed the College on *probationary* sanction in February.

- The State allows for a "grace" period whereby the College's apportionment is not adjusted downward for the year in which the enrollment dip occurs, which means that for 2011-12, the College received its full apportionment as if it generated 1800 FTES even though it only generated 1367.93 FTES.

- After the 2011-12 grace period, the apportionment is based on actual FTES generated, although the State gives a College 3 years (or through June 30, 2015) to make up its FTES losses, at which point the original FTES apportionment is either re-established or a new base recalculated July 1, 2015 if the FTES has not been restored.

- The college community united and is to be commended for identifying nearly $2 million in additional cuts, including salary, health benefits, and faculty load increases to balance the 2012-13 budget based on the acquisition of 1800 FTES; and,

- The College has been diligent in balancing the budget through bargaining unit contract negotiations and through creative personnel resignation and other incentive plans to reduce expenses, ensuring its ability to meet Accreditation Standards.

- A dynamic COP Debt Mitigation Plan has been approved for long-term financial stability.

- The number of classified staff, managers, and administration has been significantly reduced over time and through the personnel incentive programs and cannot be reduced any further without impacting the ability to maintain programs and services at their current levels, therefore, layoffs (to reduce personnel expenses), is not an option.

- It is not recommended to eliminate any academic personnel or programs at this time as there is a need to generate additional FTES to maintain the financial stability of the College and therefore, March 15 Notices will not be given.

- The College has been diligent in meeting the 50% Law compliance and no less than two (2) additional new full time faculty are required to maintain academic program integrity.

- Palo Verde College service area is unstable as it applies to enrollment management and that a diligent effort needs to be put forth to identify the PVC "niche" to secure its higher education presence in the desert valley.

- Palo Verde College serves a very high-poverty student population where over 75% of its students receive some form of financial aid support.

- The increase in student enrollment fees to $46/unit, the Accreditation Commission's *probationary* sanction, and future BOGG unit limitations, may have a negative impact on current and future enrollments.

- Full FTES restoration often requires more than one academic year and that the College is diligently addressing its FTES shortfalls anticipating full restoration within the time allowed.

PRESENTED TO THE BOARD OF GOVERNORS
DATE: March 4, 2013

ISSUE: This item presents requests from three community college districts for exemption from the Fifty Percent Law pursuant to Education Code section 84362 and California Code of Regulations (CCR) title 5, sections 59200-10.

RECOMMENDED AND APPROVED: The Board grants one-time full exemptions to Palo Verde Community College District. The district shall also submit a plan to the Chancellor's Office by June 30, 2013 stating how it will comply with the requirements of the Fifty Percent Law in the future.

ATTACHMENT B
Analysis of Palo Verde CCD
Compliance with the Fifty Percent Law
2011-12 Fiscal Year

Deficiency Calculation

1. 2011-12 Current Expense of Education (CEE) $ 9,017,569
2. 2011-12 Fifty Percent Expenditure Requirement $ 4,508,784
3. Actual Amount Expended $ 4,226,739
4. Total 2011-12 Deficiency $ 282,045
5. Amount of district exemption request $ 282,045
6. Amount Eligible for Exemption $ 282,045
7. Amount Not Eligible for Exemption $ 0
8. Unrestricted General Fund Ending Balance June 30, 2012 $ 1,101,482

Analysis

During 2011-12, Palo Verde CCD spent only **49.4 percent** of its current expense of education on salaries and benefits of classroom instructors, and is seeking an exemption of its deficiency of **$282,045**. The District contends that it qualifies for section 59204{c) because of $282,045 in unanticipated, unbudgeted and necessary expenditures that occurred in 2011-12 would result in serious hardship" pursuant to CCR title 5 section 59204.1.

The College experienced a series of unanticipated and unbudgeted, but necessary costs associated with personnel incentive and other payouts, unanticipated lawsuits and legal claims as follows:

1) One of the incentive plans offered in the spring 2012 was a Health Benefits Opt-Out program in which employees who, with proof of insurance, were provided $6,000 to opt-out of the college's medical plan. This was an unbudgeted, unanticipated expense that cost the College **$118,200** which negatively impacted the Fifty Percent Law calculation.

2) To address a sensitive budget issue, the College reduced the number of the non- instructional staff by offering voluntary resignation and workforce reduction incentives in lieu of layoffs. The unanticipated, unbudgeted vacation payouts (paid to those who participated in the voluntary resignation and workforce reduction programs), resulted in necessary expenditures of at least **$93,713** which negatively impacted the Fifty Percent Law calculation.
3) Consistent with the previously described personnel incentive plan options, many of the incentive agreements in lieu of layoff included salary continuation for a period of time after departure. When one of the vice presidents accepted the Resignation Incentive Plan, the costs associated with the payout were budgeted but the additional costs of **$36,171** incurred when an Interim Vice President was hired for the remainder of the spring semester were

unbudgeted and unanticipated but necessary to maintain program integrity and which negatively impacted the Fifty Percent Law calculation.

4) When the bonding company for the construction of the Fine and Performing Arts Center went bankrupt (in addition to the construction company's bankruptcy the prior year), vendors impacted by the first bankruptcy no longer could count on the bonding company to cover their costs and therefore filed claim against the College, causing additional costs of **$33,961** in unanticipated legal fees associated with settling these additional claims which negatively impacted the Fifty Percent Law calculation.

As reported on the Annual Financial and Budget Report (CCFS-311), the district's unrestricted general fund ending balance as of June 30, 2012 was **$1,101,482 or 10 percent.**

In accordance with CCR title 5, section 59208, the Palo Verde CCD local governing board held a public hearing on November 13, 2012 to justify the district's application for exemption for $282,045. The Palo Verde Faculty Association did not oppose the districts application for exemption.

Palo Verde Community College District
General Funds, Unrestricted
2012-13 Adopted Budget

FUND 11			
Beginning Balance		$ 1,175,606	
State Revenue			
State Apportionment	$10,756,810		
Lottery - Unrestricted	200,000		
CalGants	75,000		
Financial Aid Admin Fees	29,611		
Part-Time Faculty Allocation	38,310		
Total State Revenue	$11,099,731		
Local Revenue:			
Property Taxes	996,438		
Interest	10,000		
Other/Student Fees (County Reports)	182,205		
Redevelopment Funds	30,000		
Court Restitution	6,000		
Miscellaneous Fees	1,500		
Total Local Revenue	$ 1,226,143		
Total Projected Income		$ 12,325,874	
Total Projected Expenses		$ 12,305,372	
Change in Fund Balance		$ 20,502	
Projected Ending Balance		$ 1,196,108	9.72%
Board reserve		615,269	5.00%
Contingency		$ 580,839	4.72%

Appendices 8a

STANDARD
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RATINGS SERVICES

One Market
Steuart Tower, 15th Floor
San Francisco, CA 94105-1000
tel 415 371-5000
reference no.: 40182892

February 7, 2013

Palo Verde Community College
One College Drive
Blythe, CA 92225
Attention: Ms. Russi Egan, Chief Business Officer

Re: ***Palo Verde Community College District, California, Certificates of Participation, Various Series***

Dear Ms. Egan:

Standard & Poor's has reviewed the Standard & Poor's underlying rating (SPUR) on the above-referenced obligations. After such review, we have affirmed the "BBB+" rating and stable outlook. A copy of the rationale supporting the rating and outlook is enclosed.

The rating is not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The rating is based on information supplied to us by you or by your agents but does not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the Securities Act of 1933. The rating is not a "market rating" nor is it a recommendation to buy, hold, or sell the obligations.

This letter constitutes Standard & Poor's permission to you to disseminate the above-assigned rating to interested parties. Standard & Poor's reserves the right to inform its own clients, subscribers, and the public of the rating.

Standard & Poor's relies on the issuer/obligor and its counsel, accountants, and other experts for the accuracy and completeness of the information submitted in connection with the rating. To maintain the rating, Standard & Poor's must receive all relevant financial information as soon as such information is available. Placing us on a distribution list for this information would facilitate the process. You must promptly notify us of all material changes in the financial information and the documents. Standard & Poor's may change, suspend, withdraw, or place on CreditWatch the rating as a result of changes in, or unavailability of, such information. Standard & Poor's reserves the right to request additional information if necessary to maintain the rating.

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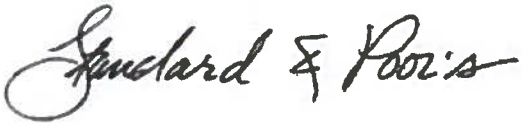
Please send all information to:

Standard & Poor's Ratings Services
Public Finance Department
55 Water Street
New York, NY 10041-0003

If you have any questions, or if we can be of help in any other way, please feel free to call or contact us at nypublicfinance@standardandpoors.com. For more information on Standard & Poor's, please visit our website at www.standardandpoors.com. We appreciate the opportunity to work with you and we look forward to working with you again.
Sincerely yours,



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Standard & Poor's Ratings Services
Terms and Conditions Applicable To Public Finance Ratings

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All Rating Actions in Ratings Services' Sole Discretion. Ratings Services may assign, raise, lower, suspend, place on CreditWatch, or withdraw a rating, and assign or revise an Outlook, at any time, in Ratings Services' sole discretion. Ratings Services may take any of the foregoing actions notwithstanding any request for a confidential or private rating or a withdrawal of a rating, or termination of this Agreement. Ratings Services will not convert a public rating to a confidential or private rating, or a private rating to a confidential rating.

Publication. Ratings Services reserves the right to use, publish, disseminate, or license others to use, publish or disseminate the rating provided hereunder and any analytical reports, including the rationale for the rating, unless you specifically request in connection with the initial rating that the rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private rating or the existence of a confidential or private rating subsequently becomes public through disclosure other than by an act of Ratings Services or its affiliates, Ratings Services reserves the right to treat the rating as a public rating, including, without limitation, publishing the rating and any related analytical reports. Any analytical reports published by Ratings Services are not issued by or on behalf of you or at your request. Notwithstanding anything to the contrary herein, Ratings Services reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public ratings that have been withdrawn, regardless of the reason for such withdrawal. Ratings Services may publish explanations of Ratings Services' ratings criteria from time to time and nothing in this Agreement shall be construed as limiting Ratings Services' ability to modify or refine its ratings criteria at any time as Ratings Services deems appropriate.

Information to be Provided by You. For so long as this Agreement is in effect, in connection with the rating provided hereunder, you warrant that you will provide, or cause to be provided, as promptly as practicable, to Ratings Services all information requested by Ratings Services in accordance with its applicable published ratings criteria. The rating, and the maintenance of the rating, may be affected by Ratings Services' opinion of the information received from you or your agents or advisors. You further warrant that all information provided to Ratings Services by you or your agents or advisors regarding the rating or, if applicable, surveillance of the rating, as of the date such information is provided, (i) is true, accurate and complete in all material respects and, in light of the circumstances in which it was provided, not misleading and (ii) does not infringe or violate the intellectual property rights of a third party. A material breach of the warranties in this paragraph shall constitute a material breach of this Agreement.

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Office of Foreign Assets Control. As of the date of this Agreement, (a) neither you nor the issuer (if you are not the issuer) or any of your or the issuer's subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC Sanctions"), (b) neither you nor the issuer (if you are not the issuer) is 50% or more owned or controlled, directly or indirectly, by any person or entity ("parent") that is the subject of OFAC Sanctions, and (c) to the best of your knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of you or the issuer (if you are not the issuer) is the subject of OFAC sanctions. For so long as this Agreement is in effect, you will promptly notify Ratings Services if any of these circumstances change.

Ratings Services' Use of Confidential and Private Ratings. Ratings Services may use confidential and private ratings in its analysis of the debt issued by collateralized debt obligation (CDO) and other investment vehicles. Ratings Services may disclose a confidential or private rating as a confidential credit estimate or assessment to the managers of CDO and similar investment vehicles. Ratings Services may permit CDO managers to use and disseminate credit estimates or assessments on a limited basis and subject to various restrictions; however, Ratings Services cannot control any such use or dissemination.
Entire Agreement. Nothing in this Agreement shall prevent you, the issuer (if you are not the issuer) or Ratings Services from acting in accordance with applicable laws and regulations. Subject to the prior sentence, this Agreement, including any amendment made in accordance with the provisions hereof, constitutes the complete and entire agreement between the parties

on all matters regarding the rating provided hereunder. The terms of this Agreement supersede any other terms and conditions relating to information provided to Ratings Services by you or your agents and advisors hereunder, including without limitation, terms and conditions found on, or applicable to, websites or other means through which you or your agents and advisors make such information available to Ratings Services, regardless if such terms and conditions are entered into before or after the date of this Agreement. Such terms and conditions shall be null and void as to Ratings Services.

Limitation on Damages. Ratings Services does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a rating or the results obtained from the use of such information. RATINGS SERVICES GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Ratings Services, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any person asserting claims on your behalf, directly or indirectly, for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the rating provided hereunder or the related analytic services even if advised of the possibility of such damages or other amounts except to the extent such damages or other amounts are finally determined by a court of competent jurisdiction in a proceeding in which you and Ratings Services are parties to result from gross negligence, intentional wrongdoing, or willful misconduct of Ratings Services. In furtherance and not in limitation of the foregoing, Ratings Services will not be liable to you, your affiliates or any person asserting claims on your behalf in respect of any decisions alleged to be made by any person based on anything that may be perceived as advice or recommendations. In the event that Ratings Services is nevertheless held liable to you, your affiliates, or any person asserting claims on your behalf for monetary damages under this Agreement, in no event shall Ratings Services be liable in an aggregate amount in excess of US$5,000,000 except to the extent such monetary damages directly result from Ratings Services' intentional wrongdoing or willful misconduct. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party waives any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Termination of Agreement. This Agreement may be terminated by either party at any time upon written notice to the other party. Except where expressly limited to the term of this Agreement, these Terms and Conditions shall survive the termination of this Agreement.

No Third–Party Beneficiaries. Nothing in this Agreement, or the rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the rating. No person is intended as a third party beneficiary of this Agreement or of the rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Amendments. This Agreement may not be amended or superseded except by a writing that specifically refers to this Agreement and is executed manually or electronically by authorized representatives of both parties.

Reservation of Rights. The parties to this Agreement do not waive, and reserve the right to contest, any issues regarding sovereign immunity, the applicable governing law and the appropriate forum for resolving any disputes arising out of or relating to this Agreement.

Appendices 8b

STANDARD
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RATINGS SERVICES

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Summary:

Palo Verde Community College District Facility Corp., California Palo Verde Community College District; Appropriations; General Obligation

Primary Credit Analyst:
Chris Morgan, San Francisco (1) 415-371-5032; chris_morgan@standardandpoors.com

Secondary Contact:
Daniel J Zuccarello, New York (1) 212-438-1000; daniel_zuccarello@standardandpoors.com

Research Contributor:
Malcolm D'Silva, CRISIL Global Analytical Center, an S&P affiliate, Mumbai

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Rationale

Outlook

Related Criteria And Research

Summary:

Palo Verde Community College District Facility Corp., California
Palo Verde Community College District; Appropriations; General Obligation

Credit Profile		
Palo Verde Community College District Facility Corporation, California		
Palo Verde Comnty Coll Dist, California		
Palo Verde Comnty Coll Dist COP ser 2008 RMKTD (AMBAC)		
Unenhanced Rating	BBB+(SPUR)/Stable	Affirmed

Rationale

Standard & Poor's Ratings Services affirmed its 'BBB+' long-term rating and underlying rating (SPUR) on Palo Verde Community College District Facility Corp., Calif.'s certificates of participation (COPs) issued for Palo Verde Community College District. In addition, Standard & Poor's affirmed its 'A-' long-term rating and SPUR on Palo Verde Community College District School Facilities Improvement District (SFID) No. 2004-1's general obligation (GO) bonds. The outlook on all ratings is stable.

The 'BBB+' ratings on the COPs reflect our view of the district's:

- Covenant to budget and appropriate lease payments during the life of the obligations and
- General credit characteristics.

The 'A-' ratings on the district's SFID 2004 -1 GO bonds reflects our view of the district's:

- Pledge of unlimited ad valorem taxes on taxable property within the SFID, which partially overlaps with the district's overall taxing area; and
- General credit characteristics.

The district's general credit characteristics, in our view, include its:

- Escalating debt service carrying charges associated with the COPs that pose a potential long term difficulty for the budget;
- Shallow economic base with low per capita income;
- Recent general fund balance drawdowns; and
- Partial reliance on prison inmate enrollment, which we believe could result in greater enrollment fluctuations than would otherwise occur among a conventional student population.

Partly offsetting the above weaknesses is our view of:

- Management's reports of substantial acceptance of a retirement incentive and cost reductions that we believe have helped restore the district's operations to structural balance in fiscal 2012 and
- The flexibility of community college districts in general to manage enrollment and programs in response to funding levels.

The COPs represent an interest in lease payments made by the district, as lessee, to the Palo Verde Community College District Facilities Corp. as lessor, for the use of district facilities. The district has covenanted to budget and appropriate lease payments during the life of the obligations. Unlimited ad valorem taxes levied on taxable property within the district secure the SFID's GO bonds. The San Bernardino County Board of Supervisors has the power and obligation to levy these taxes at the request of the district for the bonds' repayment. The county is required to deposit such taxes, when collected, into the bonds' debt service fund.

Most of the district's 34,200 residents in its 7,027-square-mile area are concentrated on the border with Arizona in Blythe (population 20,158), which is home to the 4,100-inmate Ironwood State Prison, and Needles (population 4,874), which is located 95 miles to the north. We view the district's median household effective buying income (EBI) to be good at about 96% of the U.S. level, but its per capita EBI as low at 51% of the national average, the latter due in part to the significant prison population. The district's total assessed value (AV) has been resilient relative to what we have observed in much of the rest of the state, with an aggregate 2% decline, to $1.9 billion for fiscal 2012, since its peak in fiscal 2010. AV increased by 4.8% in fiscal 2013 to a level we view as a strong at $58,900 per capita market value. The December 2012 unemployment rates in Blythe and Needles, respectively, were 13.3% and 8.2%, compared with 7.6% nationwide.

The district's operating revenues are subject to a state funding formula that uses full-time equivalent student (FTEs) enrollment, up to a maximum allocated to each district, as its primary component. State aid backfills the gap between local property taxes and state-set tuition rates to meet the statutory funding formula. We understand the district reduced course offerings in 2012, which subsequently lowered the amount of FTEs so as to stabilize the district's operations in the face of state funding reductions. The district reports that it is carefully managing enrollment in fiscal 2013, including adding class sections to approximate the maximum FTE level for which it receives state funding, at 1,660. In addition, we understand the district was granted a waiver from a federal cap that limits the proportion of an institution's correspondence students to 25% of its total students, which management believes could positively impact FTEs, including those attributable to the local prison. Management reports that inmate enrollment represents approximately 17% of the total and that the district receives the same funding for inmate education as it does for its general population although many of its inmate students depend on federal or state grants for their tuition payments.

We believe that the district's demonstrated willingness to adjust its services in 2012 to changes in state funding has helped to stabilize its operations following a period of declining fund balances. Management reports that retirement incentives and various cost-saving measures helped the district to rebuild its available general fund reserves in fiscal 2012 (unaudited) to $1.1 million, which we consider strong at 8.2% of expenditures, from a low of 3.1% of expenditures in fiscal 2011. Furthermore, we understand that the district reduced its expenditures by 11.9% from the prior year, due in part to a combination of reduced course offerings and personnel expenditures that enabled it to comply with the state's 5% minimum guideline. For fiscal 2013, management reports that the district is on track with a budget that shows it ending the year with virtually balanced operations and a financial position similar to 2012. Moreover, we

believe that the passage of California's Proposition 30, which increased state sales and income taxes, could help the district sustain balanced operations because it obviated the need for the state to make "trigger cuts" to education spending built into the state's fiscal 2013 budget and has set the stage for increased funding in fiscal 2014 under Governor Jerry Brown's January 2013 proposal.

We understand that the district has used tax and revenue anticipation notes (TRANs) to maintain operating liquidity in the context of uneven state aid and property tax receipts in recent years. However, management reports that the district has decided not to pursue mid-year TRANs in fiscal 2013, due partly to an improved state funding environment.

After transitions in several management positions in 2011, we understand that the district has implemented a management reorganization that has refined and consolidated some positions, including creating separate positions for chief business officer and a director of human resources from a vice president of administrative services position to improve efficiency. After the retirement of the district's president in December 2011, management notes that the district hired an interim president who executed the budget stabilization and is currently assisting the district in the search for a permanent president by fiscal 2014.

We consider the district's financial management practices "standard" under our financial management assessment (FMA) methodology. An FMA of standard indicates our view that the finance department maintains adequate policies in some but not all key areas. Management reports that the district is reviewing a proposal for a change in its 5% reserve policy to a required minimum 12% reserve to be achieved over a period of time.

We view the district's combined direct and overlapping debt to be moderate relative to market value, at 4.0%, and relative to its population at $2,380 per capita. Likewise, debt service carrying charges were 14.9% of general fund expenditures, which we consider moderate, in fiscal 2012. However, the district paid $855,000 (6.3% of expenditures) in fiscal 2012 for its COPs from its general fund, and the COPs debt service requirement will increase to $2.4 million (17.5% of budget) in fiscal 2013, after which carrying charges remain stable. Management reports that the district has approved a plan with the help of an external consultant that anticipates that the district will call a portion of the COPs in 2016 with unspent COP proceeds and refinance the remaining principal, resulting in reduced annual debt service payments but higher interest expenses over time. In addition, the district is considering the sale of property that management estimates would produce roughly $500,000 (3.6% of general fund expenditures).

The district participates in the California Teachers Retirement System and Public Employees' Retirement System and also has a small alternative retirement plan for part-time employees that it fully funded for fiscal 2011. Total annual required contributions to the district's pension plans, which the district fully met, were 5.4% of total governmental fund expenditures. In addition, the district provides other postemployment benefits, which it funds on a pay-as-you-go basis; in 2011, the district paid 54% of its $128,619 actuarial required contribution. As of March 1, 2010, the most recent actuarial valuation date, the district had a $926,335 unfunded actuarial accrued OPEB liability.

SFID 2004-1 characteristics

In our view, the SFID, although smaller, does not have a significantly different economic profile than its larger administering district. The SFID was created in 2004 to fund improvements at the community college's satellite campus in Needles and covers 70% of the administering community district's geographic base. But its 7,947 residents

are just 23% of the community college district's population as a whole. We view the SFID's median household and per capita effective buying income to be adequate at 86% and 71%, respectively, of the U.S. levels. Services, retail trade, tourism, manufacturing, and government-related jobs are the primary local economic activities. The SFID's total assessed value has been resilient relative to what we have observed in much of the rest of the state, with an aggregate 6.7% decline to $580 million for fiscal 2013 since its peak in fiscal 2010. We view its $73,000 per capita market value as strong.

Outlook

The stable outlook on the district's COPs and the SFID GO bonds reflects our view of the district's significant changes to its operations in fiscal 2012 as part of the retirement incentive that has enabled it to stabilize operations and comply with the state's 5% minimum reserve guideline. We would likely view successful recruitment of replacements for key senior management roles as representing a source of credit stability; however, evidence of a return to operating imbalances that significantly erode the district's financial position could lead us to lower the ratings during our two-year outlook horizon. We could raise the ratings if the district is able to maintain at least balanced general fund operations, particularly if accompanied by an adopted reserve policy that is higher than the state minimum and a plan to reach that goal.

Related Criteria And Research

- USPF Criteria: Appropriation-Backed Obligations, June 13, 2007
- USPF Criteria: GO Debt, Oct. 12, 2006

Ratings Detail (As Of February 11, 2013)		
Palo Verde Community College District Facility Corporation, California		
Palo Verde Comnty Coll Dist, California		
Palo Verde Comnty Coll Dist certs of part (2007 Capital imp proj) (AMBAC)		
Unenhanced Rating	BBB+(SPUR)/Stable	Affirmed
Riverside Cnty, California		
Palo Verde Comnty Coll Dist SFID No. 2004-1, California		
Palo Verde Comnty Coll Dist GO (Election Of 2005)		
Unenhanced Rating	A-(SPUR)/Stable	Affirmed
Palo Verde Comnty Coll Dist SFID No. 2004-1 GO		
Unenhanced Rating	A-(SPUR)/Stable	Affirmed

Many issues are enhanced by bond insurance.

Complete ratings information is available to subscribers of RatingsDirect on the Global Credit Portal at www.globalcreditportal.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

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McGRAW-HILL

Resolution 12-23 B-96 – TEMPORARY LOAN FROM CAPITAL FUNDS
BE IT RESOLVED that Palo Verde Community College District Board of Trustees approves a temporary loan to the Unrestricted General Fund, for an additional $1,000,000, for immediate cash flow purposes and to meet payroll and contractual obligations through June 30, 2013 and into 2013-14.

WHEREAS, the Governing Board of the Palo Verde Community College District has determined that a temporary loan to the Unrestricted General Fund in the amount up to an additional $1,000,000 is necessary for cash flow purposes for the remainder of the fiscal year 2012-2013 and potentially the beginning of the new fiscal year, 2013-14; and

WHEREAS, the Governing Board of the Palo Verde Community College District has sufficient funds in the Capital Outlay Fund to provide a temporary loan, understands and agrees to the commitment for total repayment when the District receives its payments from the State.

It was moved by Mr. Gonzales, and seconded by Mr. Arneson, that Resolution 12-23 B-96 be approved.

There was discussion and Ms. Whittaker provided clarification.

Student Advisory	Absent	Hyduke	Yes	Rodriguez	Yes
Arneson	Yes	Lewis	Yes	Thomas	Yes
Gonzales	Yes				

Motion carried; Aye 6 No_____ Abstain_____ Absent_____

MARCH 5, 2013 BOARD OF TRUSTEE ACTION

Resolution 13-05 B-17 – TEMPORARY LOAN FROM CAPITAL FUNDS

BE IT RESOLVED, that Palo Verde Community College District Board of Trustees approves a temporary loan to the General Fund is necessary, not to exceed $5,000,000, for cash flow purposes during the fiscal year 2012-2013 as follows, and as shown as Reference B-17.

WHEREAS, the governing board of the Palo Verde Community College District has determined that a temporary loan to the General Fund in the amount of $5,000,000 is necessary for cash flow purposes during the fiscal year 2012-2013; and

WHEREAS, the governing board of the Palo Verde Community College District has sufficient funds in the Capital Fund to provide a temporary loan.

NOW, THEREFORE, BE IT RESOLVED that a temporary loan not to exceed $5,000,000 be approved for the General Fund for the fiscal year 2012-2013 from the Capital Fund.

It was moved by Mr. Arneson, and seconded by Dr. Thomas, that Resolution 13-05 B-17 be approved.

Student Advisory	Yes	Gonzales	Yes	Rodriguez	Yes
Arneson	Yes	Hyduke	Yes	Thomas	Yes
Edmond	Yes	Lewis	Yes		

Motion carried Aye 7 No_____ Abstain_____ Absent_____

Appendices 8e

RIVERSIDE COUNTY OFFICE OF EDUCATION

PALO VERDE COMMUNITY COLLEGE DISTRICT

RESOLUTION FOR TEMPORARY LOAN

WHEREAS the governing board of the Palo Verde Community College District has determined that a temporary loan to the Unrestricted General Fund in the amount of $1,000,000 is necessary for cash flow purposes during the fiscal year 2011-2012; and

WHEREAS the governing board of the Palo Verde Community College District has sufficient funds in the Capital Outlay Fund to provide a temporary loan.

NOW, THEREFORE, BE IT RESOLVED that a temporary loan not to exceed $1,000,000 be approved for the Unrestricted General Fund for the fiscal year 2011-2012 from the Capital Outlay Fund.

PASSED AND ADOPTED this 29th day of May, 2012 by the Board of the Palo Verde Community College District, by the following vote:

AYES **6**

NOES **0**

ABSENT **1**

_____

Denise Whittaker
Secretary of the Board

Appendices 9a

Memorandum of Understanding – Voluntary Incentives
June 11, 2012

For the purpose of providing for additional savings that would be applied towards anticipated or unanticipated budget cuts potentially resulting in additional Classified salary reductions, the Parties agreed to offer six (6) voluntary incentive programs for classified bargaining unit employees. Employees choosing a voluntary incentive plan below must do so prior to end of the business day on June 18, 2012 to be effective July 1, 2012.

INCENTIVE A – Summer Vacation Incentive

1. Two weeks unpaid leave (voluntary furloughs) from July 17 through July 30, 2012 returning to work on July 31, 2012.

2. These two weeks of unpaid leave will be in addition to any designated holidays which may be agreed upon by CSEA and the District for the college's closure from July 2 through July 16, 2012.

3. There is no impact on Health Benefits.

INCENTIVE B – Summer and Holiday Leave Incentive

1. Two weeks unpaid leave (ten (10) voluntary furlough days) from July 17 through July 30, 2012 returning to work on July 31, 2012. These two weeks of unpaid leave will be in addition to any designated holidays for the college's closure from July 2 through July 16, 2012, which may be agreed upon by the District and CSEA. Ten (10) additional unpaid floating holidays to be used in the 2012-2013 fiscal year to be scheduled in accordance with the parties' collective bargaining agreement, which shall allow the employee to schedule extended holiday breaks around Thanksgiving, Christmas, and Easter/Spring Break.

2. The accrual of sick leave and vacation will be earned at the employee's regular assignment through June 30, 2013.

3. Employees will earn their annual retirement credit based on their work-year assignment (no adverse impact).

4. There is no impact on Health Benefits.

5. On July 1, 2013 the employee will be automatically reinstated to their previous 12 month position.

INCENTIVE C – Salaried Transition for 10.5 Reduced Work Year for Next 3 Years

1. Two weeks unpaid leave (voluntary furloughs) from July 17 through July 30, 2012 returning to work on July 31, 2012. (These two weeks of unpaid leave will be in addition to any designated holidays that may be agreed upon in regards to the college's closure from July 2 through July 16, 2012). Ten additional unpaid floating holidays to be used in the 2012-2013 fiscal year to be scheduled in accordance with the parties' collective bargaining agreement, which shall allow the employee to schedule extended holiday breaks around Thanksgiving, Christmas, and Easter/Spring Break.

2. These thirty (30) unpaid floating holidays are to be used in the 2013-14 and 2014-2015 fiscal years, scheduled in accordance with the parties' collective bargaining agreement, of which at least 20 must be scheduled during the summer months of June, July and August.

3. Employees will receive their full pay for their current assignment through December 31, 2012 even though they will be working their reduced assignment effective July 1, 2012.

4. The accrual of sick leave and vacation will be earned at the employee's regular assignment through December 31, 2012.

5. Exemption from future salary reductions up to the level of the percent identified for the voluntary reduction: Employees who voluntarily reduce their regular permanent assignment by the June 18, 2012 deadline will not have any additional salary reductions or imposed beyond that which comes from the reduced work year and those that may be agreed upon between CSEA and the District in regards to the college's closure from July 2 through July 16, 2012, until such time when the cumulative percent of salary cuts agreed to by all classified employees reaches the level of the percentage cut assumed for the new reduced assignment contemplated in this Incentive C. However, once the percent of the original voluntary reduction equals the cumulative percent of decreases over time, the difference and all future percentage cuts will be charged.

6. Employees will continue to earn sick leave and vacation accrual days at a prorated rate commensurate with the number of days worked beginning January 1, 2013.

7. Employees will earn their annual retirement credit based on their work-year assignment (no adverse impact).

8. There is no impact on Health Benefits.

9. On July 1, 2015 the employee will be automatically reinstated to their previous 12 month position.

INCENTIVE D – Study or Sabbatical Leave Incentive

1. The District shall provide six months of the eligible employee's pay, excluding CalPERS or health and welfare contributions, based on the agreed upon 2012-2013 fiscal year salary schedule. Such six months of pay shall be divided at the employee's discretion into twelve increments resulting in half-pay for the employee for over a twelve month period upon request by the employee, pending approval by Riverside County Office of Education.

2. Such employee will also be eligible for professional growth reimbursement for eligible course-related expenses as per Article 3, Section 2 of the parties' collective bargaining agreement.

3. The employee shall not earn seniority during the period he/she is on Study or Sabbatical Leave under this Incentive D.

4. The employee will be eligible for reinstatement on July 1, 2014 at their previous classification and at their previous June 30, 2012 wage.

INCENTIVE E – Voluntary Resignation Incentive

1. The Voluntary Resignation Incentive is open to full or part-time classified employees, who have achieved permanent (non-probationary) status for no less than 2 years, and who are employees in good standing with no current or pending disciplinary action or work-related improvement issues in progress.

2. The employee must submit his/her resignation by June 18, 2012 to be effective by June 30, 2012.

3. In exchange for the employee's resignation from the District effective June 30, 2012, he/she will receive the District's payment of his/her current health benefits through January 1, 2013, and a monetary severance package equivalent to six months of his/her regular pay as follows:

    a. Bi-Monthly or monthly payments through December 31, 2012; or
    b. Full severance (one-time) payout by September 1, 2012; or
    c. One-time deposit of the full severance deposit into an eligible IRA or 403(b).

4. The employee will not accrue credit towards retirement, vacation, or sick leave after his/her last day of employment.

5. Each employee's severance pay will include State and Federal tax and other mandated withholdings. As such, the District will provide each employee choosing the voluntary resignation incentive with a new W-4 and DE4 form for their use, which an employee may use to change withholdings with the District for his/her final severance payout(s).

6. The District will provide each employee choosing the voluntary resignation incentive with an official letter indicating that his/her voluntary resignation and severance package is due to the severe budget constraints, insufficient funds and/or in lieu of layoff. The District will not contest unemployment benefits if filed after December 31, 2012; however, there is no guarantee of an individual's eligibility.

7. In the event the resignation results in a hardship whereby support to students or college operations are critically jeopardized, the District has the right to extend the resignation deadline and payout to accommodate a transition plan pending Superintendent/President and Board approval.

8. Those employees who have already chosen this voluntary resignation incentive prior to June 1, 2012 are not eligible to rescind their choice to resign from the District.

INCENTIVE F – 1 Year Opt-out of Health Insurance Benefits

1. Any employee who with proof of other medical insurance may choose to opt-out of District-provided medical insurance benefits for the 2012-2013 fiscal year only. Employees choosing to opt-out of medical insurance (with proof of other coverage) will receive a one-time lump sum of $6,000 for the 2012-13 fiscal year, payable no later than August 1, 2012.

2. On July 1, 2013 employees choosing to opt-out for the 2012-2013 fiscal year will be automatically reinstated to their previous medical plan. The employee may choose during next year's May/June 2013 open enrollment period to enroll in a different or same medical plan in which he/she was enrolled in the 2011-2012 fiscal year prior to this opt-out provision.

3. Employees enrolled in the Health Savings Account (HSA) plan, and who have received the District 2012 contribution to his/her HSA account in January 2012 will not be required to reimburse the District for such disbursement of HSA funds in January 2012. However, the District is not obligated to make a January 2013 contribution to the employee's HSA. If an employee chooses to reenroll in the HSA plan in May/June 2013, the employees will be eligible for District HSA contributions anew as per Article 3, Section 6 (B) and (C).

4. This Incentive Plan F may not be combined with Incentive Plan D (Study or Sabbatical Leave Incentive). An employee enrolled in Incentive Plan E (Resignation Incentive) may opt-out on a pro-rata basis (6 months only), in lieu of receiving District-paid health insurance benefits until December 31, 2012 as part of the resignation incentive severance package.

5. Those employees who have already chosen this opt-out incentive prior to June 1, 2012 are not eligible to rescind their choice to opt-out of health insurance benefits for the 2012-13 fiscal year.

This MOU replaces and supplants all previous voluntary incentive programs offered by the District, and all previous request by classified bargaining unit employees to enroll in any previous District-sponsored incentive program are hereby null and void, unless specifically noted above in Sections E(8) and F(5) above. This Memorandum of Understanding (MOU) is subject to the grievance procedure contained in Article 10 of the collective bargaining agreement between the parties and is subject to ratification by the Palo Verde Community College District Board of Trustees and the CSEA Chapter 180 membership at Palo Verde College.

Executed this day, June 11, 2012 in Blythe, California.

For The California School Employees Association, Chapter 180

Richard M. Sato Jr.	
[Print Name]	[Sign Name]
Denise Taylor	Denise Taylor
[Print Name]	[Sign Name]
Dale Wissman	Dale Wissman
[Print Name]	[Sign Name]

For Palo Verde Community College District

Denise Whittaker	Denise Whittaker
[Print Name]	[Sign Name]

Palo Verde College

MEET – AND- CONFER MEMO OF UNDERSTANDING

Compensation and Health and Welfare Benefits

Classified Management/Confidential Employees

July 1, 2012 – June 30, 2013

Classified Management/Confidential employees will accept the equivalent of a 12.33% salary decrease, implemented by:

- An 8.33% reduction off of the Classified Management/Confidential salary schedule.

- 20 eight hour days or 160 hours as mandatory floating holidays for 2012-13. Employees will take 20 days/160 hours of mandatory floating holidays July 2 through July 16, 2012, and two additional weeks in June 2013, or alternative days as determined by the District. Employees who justify that it is operationally detrimental to students and the College to be away from their office for the 20 day designated period may work during this time and take 20 mandatory floating holidays when their schedule permits, pending approval of the appropriate supervisor and the Superintendent/President.

- **The Classified/Management/Confidential group is being pro-active in its anticipation of a mid-year cut and voluntarily initiated an additional 4% for the year <u>in lieu of any layoffs</u> should a mid-year cut occur.**

- The 8.33% salary decrease will affect 24 paychecks during this agreement, and does not permanently affect the base salary schedule.

- The additional 4% reduction ($33,120) will be transferred from the Classified Management/Confidential employees Insurance Benefits Fund into the General Fund, which will not affect 24 paychecks during this agreement, and does not permanently affect the base salary schedule. If the mid-year cuts do not take place the funds transferred from the Health Savings Account will be returned.

- In addition to the savings calculated in Table 1, the District also benefits from a cost reduction in taxes and benefits paid in direct ratio of the reduction of the employee salary.

- Over and above the salary decrease felt by the Classified Management/Confidential membership, the constituency will also be taking on significant additional duties/responsibilities due to the workforce reduction of 2.5 people if they are not replaced.

- In the event that the District receives any new/additional unrestricted revenue, i.e., a Benefactor, the Governor's Initiative passes in the 2012 November election and new unrestricted funds realized, and/or the COPs are restructured resulting in lower installment payments in 2012-13, the District will meet in good faith to reduce or eliminate the salary cuts as imposed. All salary adjustments/decreases agreed upon shall revert back to what it was prior to this agreement on June 30, 2012.

- The District will also provide tax shelter counseling for employees which may lower the actual salary reduction/take-home pay reduction (pretaxed dollars go into a retirement fund which you

may borrow from but cannot withdraw from without a significant tax penalty; but the savings may actually improve the employee's take-home pay).

- The District shall continue to fully disclose any new General Fund unrestricted revenue or adjustments as received during 2012-2013.

- If the apportionment for Palo Verde College is reduced in 2012-13, the District will meet in good faith with the Classified Managers/Confidential regarding adjusting the terms of this Agreement if needed.

- Should any other bargaining group with the District (i.e. CSEA/CCA/CTA Bargaining Unit) receive a higher rate of compensation, the Classified Management/Confidential group will receive an amount equal to that adjustment.

Table 1. Salary Impact

DESCRIPTION	*GROUP DOLLARS*	*GROUP PERCENT*
2012-2013 Salary decrease	$75,241	8.33%
2012-2013 Salary decrease in anticipation of the mid-year cut	$33,120	4.00%

Table 2. Incentive Impact to the District

POSITION	*INCENTIVE TAKEN*	*AMOUNT SAVED*	*NOTES*
Assistant IT Director	Permanent 49%	$22,515	Quarter Salary
Assistant IT Director	Permanent 49%	$11,093	Half PPO Benefits
Director, Needles Center	Resignation	$37,104	Half Salary
Director, Needles Center	Resignation	$7,779	Half HSA Benefits
Asst. to the Registrar	Opt Out Health	$11,555	CAP subtract $6000
Outreach & Events Coordinator	PPO to HSA plan	$1,998	HSA CAP reduction
Registrar	SERP	Not calculated	
TOTAL District Savings for Table 2		**$58,654**	
TOTAL District Savings for Table 1 + 2		**$167,015**	

Appendices 9c

Memorandum of Understanding between Palo Verde College District and Palo Verde College California Teachers Association

To Pres. Denise Whittaker and the District Negotiating Team:

On April 25, 2012, the said parties (the Association and the District) came to an Agreement as follows:

I. The Agreement set forth in this document is based on a good faith estimate of the projected unrestricted income of $11,624,814 for the 2012-2013 fiscal year. Any changes that will affect the projected budget must be considered in consultation with the Association. This Agreement shall go into effect if Classified, Classified Management, and Administration agree to generate comparable savings through collective bargaining or meet-and-confer negotiations for 2012-2013.

A. The District and the Association agree to reduce the current projected deficit for 2012-2013 by implementing the following:

1. The District agrees to cover expenses up to $16,000 for the health and welfare package (including medical, mental, dental, vision and life insurance) per full-time faculty member.
   a. If a full-time faculty member chooses the Blue Cross PPO insurance plan, the District shall cover $16,000 of the total expenses for the health and welfare package, and the member shall contribute the difference between the cost of package and $16,000 —prorated to ten deductions.

   b. If a full-time faculty member chooses the HSA insurance plan, the District shall cover up to $16,000 of the total expenses for the health and welfare package, and the member shall contribute the difference between the cost of the package and $16,000 —prorated to ten deductions. A member's contribution and the $16,000 shall include the cost of the total expenses for the health and welfare package and $1,200 (deductible) for a single person or $2,400 (deductible) for family. The deductible in the amount of $600 for single or $1,200 family shall be deposited to the faculty member's saving account July 1, 2012, and $1,200 single or $2,400 family on January 1, 2013.

   c. If a full-time faculty member chooses the Kaiser HMO insurance plan, the District shall cover the total expenses for the health and welfare package.

2. Teaching and nonteaching faculty shall teach or be assigned four (4) CTLCs of overload assignment without extra compensation for the 2012-2013 academic year.
   a. The District shall have a right to assign four CTLCs on top of, or in addition to, the contractual assignment.

   b. To boost FTES and ensure that this plan is a financial success, a conscientious attempt will be made to assign up to 21 CTLCs for Fall semester 2012, providing ample time in Spring to make up the difference, if necessary.

   c. Recognizing that some courses range from 1-5 units, and adding exactly four (4) CTLCs may result in an overload that exceeds the required four CTLCs,

compensation will be made in accordance with the Contract Agreement for units in excess of four CTLCs.

d. If four (4) CTLCs are not an option for faculty members who do not meet minimum qualifications established by the State, non-credit courses may be assigned as an alternative option with the approval of appropriateVice President or Designee and the appropriate division chair.

e. If four (4) CTLCs are not an option due to limited offerings in their FSA, four non-credit courses may be assigned as an alternative option with the approval of appropriateVice President or Designee and the appropriate division chair.

f. Faculty members who are assigned extra duties (division chairs, Academic Senate officers, etc.) over-and-above their contractual load, may apply up to four CTLCs at no additional compensation in lieu of teaching paid overload assignment with the approval of the appropriate Vice President or Designee.

g. If the assigned four (4) CTLCs of overload result in the class being cancelled in the Fall semester, the four (4) CTLCs (or portion thereof) may be offered in a second Fall Session (if offered) to make up the deficiency, or may be transferred to Spring semester in total, not to exceed 21 CTLCs per semester.

h. If the assigned four (4) CTLCs of overload result in a class being cancelled for lack of enrollment in the Spring semester, the four (4) CTLCs may be offered in a second Spring Session (if offered) to make up the deficiency.

i. If a faculty member voluntarily chooses (for personal, professional, or medical reasons) not to participate in this portion of the Agreement, any deficient CTLCs stated in Section 2 of this Agreement shall be deducted tenthly from the faculty member's salary at $900 per CTLC.

j. Other exceptions shall be negotiated between the District and CTA as needed.

k. If the District does not assign four (4) CTLCs of overload assignment, a faculty member is not responsible for the loss the District may accrue.

l. In accordance with the current Contract Agreement, faculty shall have a right to teach up to 46 CTLCs—nine paid CTLCs in excess of contractual obligation and four CTLCs extra assignment—during the 2012-2013 academic year without the approval of Vice President of Instruction.

3. If a faculty member has another health care coverage, she/he may volunteer to opt out from the health insurance provided by Palo Verde College (employer). Shall the faculty member choose to opt out from the health insurance provided by the employer, the District shall pay the member $6,000.
   a. If the faculty member loses medical coverage provided by his/her spouse/partner, the faculty may re-enroll himself/herself and dependents into the medical plan provided by PVC during open enrollment or within 31 calendar days of losing the other medical coverage with the proper documentation.

4. If a faculty member is on 207 or 212-day contract, she/he may volunteer to reduce his/her contract to 186-day contract (deadline extended for faculty to Wednesday, April 25, 2012) assuming it will not affect the operations of the college. Shall the member choose to reduce her/his contract by one month, the mandatory overload assignment stated in Section A2 will not apply to the member, nor will future salary reductions up to 4%.

B. The District shall continue to fully disclose any new unrestricted revenue or adjustments as received during 2012-13.

C. Should there be additional unrestricted revenue for the College in 2012-2013, and barring justifiable unanticipated mandated expenses over-and-above what was budgeted, the District agrees to negotiate in good faith with the Association the elimination of some or all of the reductions in Section A2 above, proportional to the revenue received.

D. If the District sells portions of Certificates of Participation to restructure COP payments, and if the sale generates savings in interest in 2012-2013, then the District agrees to negotiate in good faith with the Association the elimination of some or all of the reductions in Section A2 above, proportional to the savings realized.

E. If the District receives a financial donation to supplement the College's unrestricted revenue, or if such donation frees up budgeted unrestrictive revenue, then the District agrees to negotiate in good faith with the Association the elimination of some or all of the reductions in Section A2 above, proportional to the savings realized.

F. If the apportionment for Palo Verde College is reduced in 2012-13, the District and the Association shall renegotiate the terms of this Agreement.

G. The District and the Association agree that this MOU will expire June 30, 2013. After the expiration date, the terms and conditions of the Association employees will be governed by the contract that is in effect for 2011-2012.

H. The District agrees to rescind all reduction-in-force notices (lay-off notices) for 2012-2013 within five (5) business days after signing this document and upon Board approval.

Palo Verde College District	California Teachers Association
_____	_____
Signature	**Signature**
_____	_____
Date	**Date**

Appendices 10a

Division of the
State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

San Diego Office
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Certification & Close of File

January 25 , 2013

MS. JANE HOTTOIS
PALO VERDE COMMUNITY COLLEGE DISTRICT
1 COLLEGE DRIVE
BLYTHE, CA 92225

Project: PALO VERDE COMM. COLLEGE / FINE & PERFORMING ARTS COMPLEX
Application #: 04-109137
File Id #: 33-C4
Scope: CONSTRUCTION OF 1-THEATER BUILDING, 1-LABORATORY BUILDING

Dear MS. JANE HOTTOIS:

The Department of General Services' records indicate that the construction of the referenced project has been completed in accordance with design documents approved by the Department, and that all the Verified Reports covering the construction have been received. Therefore, the Department of General Services Certifies as follows:

This project is in compliance with California State regulations as to the safety of design and construction of public schools, and for the accommodation of persons with disabilities.

As stated in our letter approving the plans and specifications for this project, the Department does not review design documents or construction for compliance with the electrical, mechanical, or plumbing regulations. It is the responsibility of the professional consultants named on the application to verify compliance with appropriate parts of the California Building Code, and to submit Verified Reports documenting compliance.

Sincerely,

Karen Gibb / for

State Architect
Chester "Chet" Widom, FAIA
Division of the State Architect
CW: aj

cc:
Director of Facilities
Architect/Engineer - JAY TITTLE
File
Reading

RECEIVED
FEB - 1 2013

HEARING OF CITIZENS (NON-AGENDA ITEMS)
Ms. Egan thanked Stephanie Slagan and Denise Taylor for all their hard work in negotiating new contracts with vendors that have resulted in enormous savings to the college.

ADJOURN TO CLOSED SESSION
The Board of Trustees, Ms. Whittaker, Interim Superintendent/President, and Ms. Egan, Fiscal Services Manager, adjourned to Closed Session at 6:02 p.m. to discuss the following:

1. Conference with Legal Counsel – Existing Litigation pursuant to Government Code Section 54956.9(a)
   Palo Verde Community College District v. Western Insurance Company
2. Conference with Real Property Negotiator pursuant to Government Code Section 54956.8:
   1) Spring Street, and 2) Chanslorway.
   Negotiator: Denise Whittaker
3. PUBLIC EMPLOYEE APPOINTMENT (Government Code section 54957(b)
   Title: Interim Superintendent/President
4. CONFERENCE WITH LABOR NEGOTIATORS
   Agency designated representatives: Jerry Lewis, Board Member; Warren Kinsler, Counsel
   Unrepresented employee: Interim Superintendent/President

RECONVENE TO OPEN SESSION
The Board of Trustees, Ms. Whittaker, Interim Superintendent/President, and Ms. Egan, Fiscal Services Manager, reconvened to Open Session at 7:40 p.m. and stated that the following action was taken in Closed Session:

The Board of Trustees accepted the Stipulation for Distribution, Settlement, and Release of $183,453 which has been held to settle the following claims, and to close out the lawsuit against Palo Verde Community College District:

Stop Notices	Amount	Settlement
Athena Engineering	$590,150.92	
D. Burke Mechanical Corp	$148,987.95	$74,493.98
Superior Duct Fabrication	$72,521.93	$36,260.97
Rolls High Reach	$5,894.97	
Karcher Insulation	$26,932.50	$5,100
Lotus Mechanical	$158,500.00	
Refrigeration Supplies	$3,630.51	
Schneider Electric	$29,134.75	$14,135.53
Air Treatment Corp.	$10,875.00	$5,437.50
Heat Technology Products	$8,354.18	$4,300
Norman S. Wright Airlink	$11,339.46	$10,196.43
Melroy Company	$3,480.00	$1,740
Karcher Insulation	$12,866.38	
Mason West	$1,054.87	
Haldeman, Inc.	$2,446.88	$1,223.44
JT Thomas Company	$504.96	
America's Best Value Inn	$5,511.69	$2,300
Burke Engineering	$7,827.47	$5,435.15
Independent Air Group	$1,100.00	$550

Appendices 10c

JAN - 7 2013

DANA JOHN MCCUNE
STEPHEN M. HARBER
LOUIS E. MARINO, JR.
BARRY BOOKBINDER
KRISTINE J. EXTON
KENTON E. MOORE
GARRETT J. HINES
CHRISTY L. O'DONNELL
MAUREEN A. SIMON

MCCUNE & HARBER

A LIMITED LIABILITY PARTNERSHIP
515 SOUTH FIGUEROA STREET
SUITE 1150
LOS ANGELES, CA 90071
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Facsimile (213) 689-2501
SENDER'S EMAIL ADDRESS
codonnell@mccuneharber.com

JESSICA O. GILLETTE
HEATHER M. BEAN
JOSEPH W. CHEUNG
HASMIK BADALIAN COLLINS
DOMINIC A. QUILLER
SARAH A. WILLIAMS
PATRICIA M. JENG
KRISTEL B. HADDAD
AMEE L. CHIANG

December 20, 2012

CONFIDENTIAL

Geri Butler
Vice President of Administrative Services
Palo Verde Community College District
One College Drive
Blythe, CA 92225-9561

Re: *Gilmore, Reva v. Palo Verde CCD*
Case No.: 2010120532
Our File Number: 22000001

Dear Mr. Butler:

It is with great pleasure that I inform you that in the matter of Reva Gilmore v. Palo Verde Community College District the Administrative Law Judge, Daniel Juarez, upheld the dismissal of Ms. Gilmore.

Please recall that this case involves former employee Reva Gilmore who was notified of her discharge in September and October 2010 for (1) Immoral conduct (Ed. Code §§ 87732(a) and 87735); (2) Evidence unfitness for service (Ed. Code § 87732(d)); (3) Physical or mental condition that makes [Ms. Gilmore] unfit to instruct or associate with students (Ed. Code § 87732(e)); (4)Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of community colleges by the board of governors or by the governing board of the community college district employing [Gilmore]. (Ed. Code § 87732(f)); and (5)Willful refusal to perform regular assignments without reasonable cause, as prescribed by reasonable rules and regulations of the employing district. (Ed. Code § 87735).

In the twenty-four page ruling, the Administrative Law Judge ruled that the following were the reasons to uphold Ms. Gilmore's dismissal:

- Ms. Gilmore's numerous instances of tardiness and absences constituted her willful refusal to perform regular assignments without reasonable cause, her refusal to obey the

reasonable rules, policies, and regulations of PVCCD, and her evident unfitness for service. Ms. Gilmore's tardiness was noted to be significant because it had removed significant classroom teaching time from students and demonstrated Ms. Gilmore's disregard for PVCCD's rules and policies on timeliness and a disregard of her student's need for classroom instruction.

- Ms. Gilmore's failure to update the OFA program, as required, violated state law and PVCCD's own rules, policies, and regulations. The Judge maintained that this failure was further exacerbated and amplified by Ms. Gilmore's failure to complete the task in the 2009 fall semester. Ms. Gilmore's failure to update the OFA program as required and directed by PVCCD constituted a willful refusal to perform regular assignments without reasonable cause and given the academic year provided to complete the task, constituted a persistent violation of and refusal to obey the school laws of the state and PVCCD's rules, policies, and regulations.
- The evidence of Ms. Gilmore having her aides grade students' work constituted Ms. Gilmore's willful refusal to perform regular assignments without reasonable cause and her refusal to obey the rules, policies, and regulations of PVCCD.
- The evidence did not support a finding that PVCCD took the instant action against her because of her disability, her age, gender, or any other characteristic that would make the instant action illegal or otherwise an infringement of her federal or state constitutional or civil rights.
- The evidence in the record did not support a finding that PVCCD was biased against Ms. Gilmore because she was the most senior educator with presumably a greater salary than most educators.
- The evidence in the record established that PVCCD met the requirements of Education Code section 87671.
- Ms. Gilmore's failure to upgrade the OFA program, her tardiness and absences, and having her aides grade her student's work, each constituted collective events that demonstrated Ms. Gilmore's evident unfitness for service.

The Administrative Judge did note the following as reasons that did not have a bearing in upholding the dismissal:

- There was insufficient evidence that Ms. Gilmore yelling at Ms. LaVigne was improper to a level that would warrant dismissal.
- The evidence did not establish that Ms. Gilmore's failure to maintain five full hours of office hours in the 2009 fall semester was sufficiently significant to warrant dismissal.
- Ms. Gilmore telling her students that she felt "loopy" nor Ms. Gilmore telling Ms. LaVigne that she was a "packhorse" or "stupid" all did not rise to the level of meriting dismissal.
- Ms. Gilmore's derogatory comments to Ms. LaVigne and Ms. Gomez and confrontational attitude exhibited during PVC meetings did not establish cause to dismiss Ms. Gilmore under any of the Education Code sections pled.

- Ms. Gilmore throwing the book bag at Ms. Gomez's foot in March 2010 did not establish cause to dismiss Ms. Gilmore under any of the Education Code sections pled.
- While a violation of PVCCD's rules and policies, Ms. Gilmore's failure to properly use and submit the absence from campus forms did not rise to the level of meriting dismissal.
- Ms. Gilmore's failure to submit positive attendance records did not evidence insubordination or a willful refusal to obey PVC policy.
- Mental Examinations of Ms. Gilmore by Dr. Glaser merited no significant weight. Dr. Glaser largely based his opinions including being unfit for duty on others' opinions of Ms. Gilmore particularly those within PVCCD who had negative interactions with her. The evidence of Dr. Glaser's license discipline was not taken into consideration.
- The evidence did not establish that Ms. Gilmore had a mental condition that made her unfit to instruct or associate with students.

Enclosed please find the complete ruling and order from the Administrative Hearing Judge. Should you have any questions or concerns, please do not hesitate to ask.

It was a pleasure working with you on this matter.

Happy Holidays and Happy New Year!

Very truly yours,

McCUNE & HARBER, LLP

Christy L. O'Donnell

CHRISTY L. O'DONNELL
CLO:jyc

cc: William J. Smith
Denise Whittaker

Appendices 10d

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release ("Agreement") is made and entered into, by and between Palo Verde Community College District, a California community college district ("PVCCD"); and George William O'Rafferty ("O'Rafferty") aka Bill O'Rafferty, collectively hereinafter referred to as the Parties. Nancy O'Rafferty is also agreeing to the terms of this Agreement.

I.

GENERAL RECITALS

This Settlement Agreement and Mutual General Release are made for the following purposes and with reference to the following facts:

1.1 ACTION

A complaint was filed in the Superior Court of the State of California, for the County of Riverside, Case No. RIF 113535 ("Complaint") wherein the People of the State of California were the Plaintiff and O'Rafferty was the defendant. PVCCD was identified as the Claimant.

Further, A Complaint was filed entitled Palo Verde Community College District, a municipal school district, and James W. Hottois v. Al Stremble aka Albert John Stremble, Bill O'Rafferty aka George W. O'Rafferty, Jr. aka George William O'Rafferty, Jr., Nancy O'Rafferty aka Nancy Grover, Steven C. Bailey aka Steven Charles Bailey, Robert Curtin aka Robert Patrick Curtin, Sophie Curtin, Integrated Learning Services, a General Partnership, Regional Training Consortium, a California corporation.

Hereinafter, the above-referenced matters are referred to as the "Action".

1.2 PURPOSE

The purpose of this Agreement is to settle and compromise all disputes and controversies existing between the Parties, regarding any and all claims that are raised or might have been raised regarding the Action or otherwise.

1.3 EFFECTIVENESS

The effectiveness of this Agreement is contingent upon approval of its terms by the governing board of Palo Verde Community College District and none of its terms shall be operative until such approval has been given. Palo Verde herewith represents that its governing board gave its approval on September 25, 2012. Further, this Agreement will not be effective unless and until the amounts stated herein are timely paid from O'Rafferty to PVCCD.

II.

SETTLEMENT OBLIGATIONS

2.1 OBLIGATIONS OF O'RAFFERTY

Defendants will pay to Palo Verde Community College District the sum of One Hundred Thousand ($100,000.00) Dollars as follows: On or before November 10, 2012 O'Rafferty will deliver to the attorney for PVCCD a cashier's check in the total sum of One Hundred Thousand ($100,000.00) Dollars. This payment will be in full satisfaction of the Note from Bill O'Rafferty and Nancy O'Rafferty in favor of PVCCD in the sum of Three Hundred Fifty Thousand ($350,000.00) Dollars which balance has been reduced in the past by a total sum of $86,526.84. The address to deliver the cashier's check to is Attn: Michael J. Rubino, Atkinson, Andelson, Loya, Ruud & Romo 12800 Center Court Drive, Suite 300 Cerritos, CA 90703.

2.2 CONDITIONS PRECEDENT

The effectiveness of this Agreement is expressly conditioned and contingent upon the approval of the Board of the Palo Verde Community College District and the timely full payment of One Hundred Thousand ($100,000.00) Dollars.

III.

COMPROMISE OF DISPUTED CLAIMS

3.1 The amendment of the sentencing order in Case No. RIF113535 (1) to reflect that full restitution which was ordered to be in the amount of $400,000, to be paid to Palo Verde Community College District as victim, payment of that restitution to as provided in this Settlement Agreement will be satisfied by the timely payment of an additional One Hundred Thousand ($100,000.00) Dollars.

3.2 The agreement of the Parties that the Office of the District Attorney may execute or cause to be executed and delivered to the appropriate escrow or title company (1) all documents necessary to effectuate the withdrawal of any lis pendens recorded as to the Rocking Horse property upon the recording of the Note and Deed of Trust in favor of Palo Verde Community College District. The Parties agree that after the removal of the lis pendens, and payment by O'Rafferty of the $100,000.00 Dollars as noted in section 3.1, Palo Verde Community College District will effectuate the reconveyance of the Rocking Horse property to O'Rafferty.

3.3 It is expressly understood that, apart from its agreement to cooperate with Bill O'Rafferty with regard to modification of his Sentencing Order as provided herein, Palo Verde Community College District has no control over any factor of Case No. RIF113535 and that the ultimate terms of Bill O'Rafferty's restitution order are within the sole jurisdiction and control of the Riverside County Superior Court. By entering into this Agreement, Palo Verde Community College District cannot and does not guarantee that the Riverside County Superior Court shall approve the modifications of the Sentencing Order as provided by this Agreement. However, PVCCD does not oppose the O'Rafferty motion pursuant to 1203.4 of the Penal Code as long as the One Hundred Thousand ($100,000.00) Dollar payment is timely made.

3.4 The Parties acknowledge that the settlement embodied in this Agreement is a compromise of the restitution owed from O'Rafferty to PVCCD.

3.5 CALIFORNIA CIVIL CODE SECTION 1542

The Parties understand that the releases provided for in this Agreement extend to all claims, whether or not claimed or suspected, up to and including the date of execution hereof, and constitute a waiver of each and all of the provisions of California Civil Code section 1542, which reads as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties hereby acknowledge that the effect and import of this provision has been fully explained to them and that they are aware of its contents and legal effect. The above waiver does not apply if the One Hundred Thousand ($100,000.00) Dollars is not timely paid as that is a condition precedent to the effectiveness of the Agreement.

IV.

MUTUAL GENERAL RELEASE AND WAIVER OF CLAIMS

4.1 GENERAL RELEASE THE PARTIES

For and in consideration of the obligations above described all Parties for themselves, and on behalf of their agents, customers, employees, officers, directors, attorneys, representatives, successors, Council Members, Board Members and assigns, forever releases and discharges all other Parties and as applies, its respective agents, representatives, successors, assigns, employers, attorneys, customers, employees, officers, directors, Council Members, Board Members and shareholders from any and all claims, demands, debts, liabilities, attorneys' fees, accounts, obligations, costs, expenses, liens, actions, causes of action (at law, in equity, or otherwise), rights, rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any nature whatsoever, known or unknown, (except for those arising as a result of a breach of any provision of this Agreement), including, but not limited to any actions relating to any actions arising directly or indirectly out of or in any way connected with the Action or otherwise except this release shall not be effective if the One Hundred Thousand ($100,000.00) Dollars is not timely paid.

V.

MISCELLANEOUS PROVISIONS

5.1 ATTORNEY REVIEW

The Parties represent and agree that they fully understand their right to discuss all aspects of this Agreement with their private attorney, that to the extent, if any, that the Parties desired, the Parties have availed themselves of this right, that the Parties have carefully read and fully understand all of the provisions of this Agreement, and that the Parties are voluntarily entering into

this Agreement without duress or undue influence on the part of any person, firm or other entity.

5.2 ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are hereby merged herein. No representations, oral or otherwise, express or implied, other than those contained in this Agreement have been made by any party hereto. Other than this Agreement, no other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.

5.3 UNDUE DELAY

All parties hereto agree, on the demand of the other party hereto, to execute or deliver any instrument, furnish any information or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense. Time is of the essence regarding the payment due under this Agreement.

5.4 INVALID PROVISION

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement.

5.5 BINDING

This Agreement shall bind and inure to the benefit of the parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

5.6 CHOICE OF LAW

This Agreement is entered into pursuant to the laws of the State of California and shall be interpreted pursuant to those laws.

5.7 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. A copy of the Agreement shall be considered an original for all purposes.

5.8 VOLUNTARY EXECUTION

By executing this Agreement, each party represents that they do so freely and voluntarily and that each is fully aware of the contents and effects thereto and that this Agreement is entered into without duress or undue influence on the part of or on behalf of either of the parties, or of any other person, firm or other entity. Each party further warrants that they have the authority to

execute and to enter into this Agreement.

5.9 ATTORNEY FEES AND COSTS

Each party shall bear their own attorney fees and costs incurred in the above-referenced Action and each party waives any right to Recovery of attorney's fees and costs in the Action.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED:

GEORGE WILLIAM O'RAFFERTY

Dated: October 2, 2012

By: _____
GEORGE WILLIAM O'RAFFERTY

NANCY O'RAFFERTY

Dated: October 2, 2012

By: Nancy O'Rafferty
NANCY O'RAFFERTY

PALO VERDE COMMUNITY COLLEGE DISTRICT

Dated: October 2, 2012

By: _____
DENISE WHITTAKER,
SUPERINTENDENT/PRESIDENT

execute and to enter into this Agreement.

5.9 ATTORNEY FEES AND COSTS

Each party shall bear their own attorney fees and costs incurred in the above-referenced Action and each party waives any right to Recovery of attorney's fees and costs in the Action.

IN WITNESS WHEREOF. the parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED:

GEORGE WILLIAM O'RAFFERTY

Dated: October 2, 2012 By: _____
GEORGE WILLIAM O'RAFFERTY

NANCY O'RAFFERTY

Dated: October 2, 2012 By: Nancy O'Rafferty
NANCY O'RAFFERTY

PALO VERDE COMMUNITY COLLEGE DISTRICT

Dated: October 2, 2012 By: Denise Whittaker
DENISE WHITTAKER,
Interim SUPERINTENDENT/PRESIDENT

BOARD PERFORMANCE GOALS FOR 2012-13

Self-Evaluation Goals	Goal	Measurement
A. Policies, Guidance, and Decision-Making		
1. Documented institutional philosophy, long range plan (5-10 years) and near-term objectives (1-3 years). 2. Written policies on significant phases of operations. 3. Guidance and direction given to the Superintendent. 4. Use of Superintendent and his/her recommendations in Board decision-making. 5. Use of administrative staff, faculty, classified staff, and students in Board decision making. 6. Receptiveness to suggestions and recommendations. 7. Awareness of community attitudes and desires of special interest groups. 8. Willingness to hear and consider all sides of a controversy. 9. Timeliness of Board actions.	1. Review annually short and long term institutional Strategic Plan. (A-1)	Date of Plan Review
	2. Review Policies (A-2)	Establish & implement process
	3. Identify Superintendent/ President annual goals. (A-3)	Documented list
	4. Receive sufficient preparatory materials to make competent decisions. (A-4, 5, 6)	Materials
	5. Acquire input from constituencies. (A-7, 8)	Meetings; surveys; etc.
	6. Act in a timely manner. (A-9)	Board Minutes
B. Relationships with the Superintendent		
1. Support of the Superintendent in his/her decisions and actions. 2. Periodic evaluation and discussion with the Superintendent of his/her performance. 3. Maintenance of Superintendent's salary comparable to similar positions elsewhere.	1. Supports the operational decisions and actions of the S/P. (B-1)	Board Minutes
	2. Annual 360 S/P evaluation.(B-2)	Evaluation Date & document
	3. Identify Superintendent/ President annual goals. (B-3)	Documented list

C. Board-Employee Relationships		
1. Knowledge of collective bargaining and similar management/employee procedures. 2. Fairness of negotiation results to all parties including students and taxpayers. 3. Receptiveness to complaints from employees. 4. Encouragement of employee development and performance evaluation.	1. Annual review of changes to the CTA and CSEA contracts. (C-1)	Date and materials
	2. Meets with the S/P to establish negotiations' parameters. (C-2)	Date & document
	3. Receives complaints from employees and provides information regarding the complaint resolution process. (C-3)	Documented list
	4. Supports employee professional development and evaluation. (C-4)	- List of professional development - Employee evaluation report
D. Relationships with the Educational Program/ Students		
1. Knowledge of the District's instructional program. 2. Time and emphasis allowed in Board meetings for discussing educational objectives and instructional programs. 3. Interest exhibited in student outcomes. 4. Attention given by the Board to local intra-schools (college and high schools) educational programs. 5. Knowledge of student personnel services. 6. Knowledge of student activities.	1. Keeps abreast instructional program offerings. (D-1, 2)	Board Presentations Written Updates VPI/SS Board Reports
	2. Supports Student Learning Outcomes (D-3)	Annual SLO report and presentation Program Review presentations
	3. Maintains currency on K-12 & PVC joint projects. (D-4)	Board Agenda Reports
	4. Keeps abreast student support programs & services and student activities. (D-5, 6)	Board Presentations Written Updates VPI/SS Board Reports
E. Board/Community Relationships		
1. Communication and publicity program with community. 2. Perception of (a) educational needs of the community, and (b) community services. 3. Awareness of community attitudes and feelings. 4. Effectiveness in securing community support for financing important programs.	1. Maintains community contact via civic, organizational, and volunteer efforts. (E-1)	Date and materials
	2. Hold at least one community town hall /meeting hall in Blythe and Needles. (E-3,4,5)	Dates List of feedback obtained
	3. Serves as an ambassador for PVC in	

5. Rapport with local news media	promoting enrollment and events.	
F. Business and Financial Management		
1. Knowledge of revenue sources and judgment of the District's ability to support proposed programs. 2. Perception of institutional needs. 3. Alignment of the budget to local area educational needs and the Educational Master Plan of the District. 4. Provisions for meeting long-term plans. 5. Adequacy of financial reserves. 6. Involvement in budget study/ approval. 7. Adequacy of plant/personnel security and insurance. 8. Recency of policies and procedures related to financial operations and fiscal integrity.	1. Proficient in understanding the District budget, revenues, and challenges. (F-1, 3, 4, 5, 6)	• Budget Workshops • Board Audit & Finance Committee Meetings/Minutes • College Budget Committee • Established Board Goals
	2. Annually reviews College list of unmet needs, Educational Plan update. (F-2, 3, 4, 7)	• Planning Workshop/s • Updated master plan • S/P updates and reports
	3. Obtains specificity /clarity on the budget development process. (F-6)	
	4. Board Finance & Audit Committee meets no less than 4 times/year and makes regular reports to the Board. (F-1, 2, 3, 4, 5, 6, 8)	
	5. Review and update Finance-related policies and procedures. (F-8)	
G. Professional Development of the Board		
1. Participation in orientation or training for Board service. 2. Participation in local, state, and national conferences for Board members. 3. Participation in regional meetings for Board members. 4. Involved in professional reading about community college education.	1. Maintains currency of Board roles and responsibilities. (G-1, 2, 3, 4). 2. Attends CCLC or other Board-related professional development meetings to state current on Board issues. (G-2,3,4)	Annual Board review of CCLC and Accreditation guidelines Attendance at local and state Board meetings Review of materials

PVC BOARD INSTITUTIONAL GOALS FOR 2012-14

as Developed on October 16, 2012

GOAL 1: Through conscientious collegiality and transparency, ensure that the College District's budget effectively addresses the current fiscal crisis, provides fiscal stability to maintain instructional, student support, and operational integrity, and provides planning for long-term financial stability.

GOAL 2: Ensure full restoration of Accreditation status and continue to use Accreditation Standards to guide integrated strategic planning, program review, SLO assessment, and college operations.

GOAL 3: Ensure the acquisition of sufficient FTES to meet targeted goals.

GOAL 4: Explore options for the optimization of facilities at the main campus in Blythe, and at the Needles Center, including but not limited to, classroom and college facilities, college properties, land development, and advancements in utilizing the Fine and Performing Arts Center.

GOAL 5: Taking into consideration continued fiscal challenges, develop a plan to identify the PVCCD focused educational Mission for the Blythe and Needles' sites which meet the needs of the citizenry served while maintaining enrollment stability.

GOAL 6: Optimize resources through continued and conscientious energy and product conservation efforts.

GOAL 7: Consider options for the generation of new sources of revenue for and through programs, partnerships, and grants.

GOAL 8: Continue development of integrated data systems that provide information for measurable and data-driven decision-making.

GOAL 9: To support instructional, student support, and operational effectiveness, ensure a state-of-the-art teaching, learning, and work environment, including but not limited to technological advancements.

GOAL 10: Ensure the effective and efficient provision of instructional, student support, and operational programs and services by qualified faculty, staff, and managers, through a deliberate model of human resource management.

2012-2013 PVC CEO Goals

1. Provide on-going Board of Trustee training in the areas of Board leadership and decision-making, Accreditation compliance, budget development and stabilization, and other areas as identified to ensure their effectiveness in making decisions impacting PVC.

2. Provide fiscal leadership to develop a plan that ensures financial stability, addressing the COP annual debt, and including the identification of new sources of revenue, on-going budget reduction maintenance and oversight, alternatives when planning for other State budget reductions, and cash flow stability to alleviate Accreditation and Chancellor Office concerns, and ensuring instructional, student service, and operational integrity.

3. Continue to work in a transparent and collegial process in addressing fiscal measures and the decision-making process consistent with AB1725.

4. Will take the lead in demonstrating Accreditation expertise, addressing the Accreditation sanctions, and in providing leadership in the development of the next Accreditation Self-Study.

5. Provide enrollment management leadership to ensure the acquisition of the targeted FTES required to maintain current levels of funding and target Needles FTES growth to re-acquire the $138,000 in funding associated with their required FTES.

6. Ensure Accreditation compliance in regards to Program Review and SLO standards and timelines, and the link to integrated strategic planning.

7. Provide leadership in the design and implementation of the College's integrated strategic plan, consistent with Accreditation Standards.

8. Provide organizational leadership to redesign an effective classified and management workforce, including maintaining the 50% Law, taking into consideration unmet needs (i.e. an office of institutional effectiveness, research and accountability, grant development and grant management, staff development, SBEDC, Foundation support, non-credit and community service development, M&O supervision, construction, campus security, etc.) to ensure there is sufficient staff to maintain instructional, student support, and operational integrity.

9. Continue to provide leadership and support to the PVC Foundation, including the development of a viable Alumni and Retiree associations.

10. Provide leadership to mitigate the problems associated with DSA and the architects to ensure the opening of the Fine and Performing Arts Center as soon as possible, and to develop appropriate curriculum consistent with the facility's purpose.

11. Provide leadership for addressing requirements associated with the Student Success Task Force recommendations.

12. Continue to provide leadership regarding energy conservation efforts.

13. Continue to provide leadership relative to information technology advancement, including but not limited to attaining a viable on-line degree.

14. Provide leadership to expand non-credit and community service offerings.

15. Should continue to produce one or more publications—for example, the "President's Letter")—that is a personalized statement from the Superintendent/President about College activities and directed to the College as well as to the communities served by the District.

16. Other goals as identified by the Board of Trustees.

One College Drive
Blythe CA 92225

Superintendent/President

Open Until Filled

1st Review Deadline
March 15, 2013

As the current Interim Superintendent/ President retires, the Board of Trustees of Palo Verde Community College District invites applications and nominations for the position of Superintendent/President for a July 1, 2013 start date.

The Superintendent/President is the chief executive officer of the district and reports to an elected seven-member Board of Trustees and a non-voting student trustee. The Superintendent/ President serves as secretary to the Board and to the Foundation, provides educational, fiscal, organizational, and human resource leadership for the District, and serves as chief administrative officer responsible for planning, organizing and evaluating the resources, programs and services of the district.

The Palo Verde Community College District covers the remote eastern-most portions of Riverside and San Bernardino Counties, extending along the Colorado River from the boundary with Imperial County on the south, along the Arizona border to the Nevada state border on the north.

The Board of Trustees is seeking a Superintendent/President who can lead the District through fiscal, physical, and human resource challenges as it continues to address the needs of a small, rural, and diverse community. The successful candidate must be a strong leader and visionary who can work with the Trustees as well as a diverse constituency within the District, committed to academic excellence as well as to developing and maintaining working relationships with other educational institutions, government entities and business.

Qualifications

The position requires a master's degree from an accredited institution, with an earned doctorate preferred. The preferred professional background should include faculty and administrative experience in a community college and/or other accredited post-secondary educational institutions, and sensitivity to and understanding of the diverse academic, socio-economic, cultural and ethnic backgrounds of community college students.

The Superintendent/President must possess the following:

Leadership Abilities

- Lead within a framework of transparent, participatory management and shared governance
- Financial strengths in addressing challenges associate with state revenue and debt obligations
- Provide leadership to the Board in distinguishing between issues of policy and issues of administration
- Provide timely and complete information to the Board that reflects both majority and minority thinking on diverse subjects
- Ability to effectively communicate complex and detailed concepts to all college groups, including trustees, faculty, classified staff, administrators and students
- Ability to resolve personnel conflicts and disputes; negotiate agreements with employee representatives; investigate, evaluate and recommend solutions to grievances, claims and complaints; and analyze and apply laws, rules, regulations and policies involving personnel matters
- Be inspired and inspire others to develop and implement a dynamic shared vision for the district
- Demonstrate self-control, maturity and wisdom in exercising power by being an effective, transparent, collaborative problem solver and bold decision-maker

Human Relations

- Provide a visible presence on campus and maintain a positive interactive relationship with staff, students and faculty
- Articulate and listen with respect to the viewpoints of diverse constituencies
- Understand and communicate with persons of different educational, cultural and socio-economic backgrounds.
- Demonstrate commitment to equal opportunity among students, staff and candidates for employment
- Demonstrate integrity and character
- Provide contract negotiations leadership

Knowledge Experience

The candidate must be able to demonstrate:

- High level of executive level experience, preferably in higher education institutions
- Demonstrated knowledge of finance, budget development, budget cuts, and generating new sources of revenue
- Demonstrated knowledge and understanding addressing organizational change and re-structuring
- Demonstrated collaborative ability working with unions in a traditional collective bargaining environment
- Demonstrated successful experience in working with Boards of Trustees and Foundations.
- Distinguished record of professional achievement and innovation
- Successful experience in administering multi-million dollar budgets
- Successful experience in working with business, governmental and community agencies
- Successful experience in procuring external sources of funding
- Thorough understanding of the philosophy and complexities of community college education in California

Salary & Benefits

Palo Verde College has a generous Health Benefits Package, $850/mo car allowance, cell/internet provision, etc. Salary is negotiable and ranges from $175,000 - $192,000 contingent on experience and expertise.

How to Apply

Nominations should include the full name and address of the proposed candidate and other pertinent information that may be known by the nominator.

Applicants must complete the On-Line District Application at www.paloverde.edu

Applicants must also submit all of the following:

- Cover Letter: In a letter of five pages or less, candidates need to address the **Qualifications, Leadership, Human Relations, and Knowledge** components and how your background/experience in these areas, citing specific examples, enables you to successfully address the requirements for the position.
- A current Resume.
- References: The names of eight references, including an e-mail address; and business, home or cell telephone numbers. The references must include two supervisors, two staff members who report to you (including one staff support member), two faculty or equivalent, and two colleagues. Preferably, references are to be from current and recent former institutions.

All Application materials are to be converted to PDF files and submitted electronically.

To be considered for 1st review, electronically submit the Letter of Application, Resume and List of References **by March 15, 2013** to:

Donald F. Averill, Ed.D., Search Consultant
11751 Ashland Way, Yucaipa, CA 92399
www.pplpros.edu

For confidential telephone inquiries about the position, contact:
Don Averill, Search Consultant
(909) 790-5056 Office or (909) 553-6085 (Cell) email at daverill@pplpros.com;

Denise Whittaker, Interim Superintendent/President
(760) 921-5499 or by email at
denise.whittaker@paloverde.edu

Debbie Mitchell. Director of Human Resources
(760) 921-5408 or by email at
dmitchell@paloverde.edu

Applications will be accepted until the position is filled. It is anticipated that the Search Committee will begin reviewing application in March 15, 2013, with 1st level interviews occurring early April. All inquiries, nominations and applications will be held in the strictest confidence.

The District reserves the right to seek out and review any and all available information posted by the applicant or posted by others about the applicant on social networks such as Facebook, MySpace, LinkedIn, etc., as well as on an applicant's personal and business websites, if any, and on the websites of professional organizations and associations, state and federal agencies, etc.

Pursuant to Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and amendments and other laws, orders and regulations governing discrimination, Palo Verde Community College District is an equal opportunity employer and does not discriminate on the basis of race, color, national and ethnic origin, handicap, sexual orientation, sex or age.

Using the Board's Self-Evaluation to Establish Board Performance Goals for 2012-13

A. Policies, Guidance, and Decision-Making

GOAL SAMPLE	MEASUREMENT
1. Review annually short and long term institutional Strategic Plan. (A-1)	Date of Plan Review
2. Review Policies (A-2)	Establish & implement process
3. Identify Superintendent/President annual goals. (A-3)	Documented list
4. Receive sufficient preparatory materials to make competent decisions. (A-4, 5, 6)	Materials
5. Acquire input from constituencies. (A-7, 8)	Meetings; surveys; etc.
6. Act in a timely manner. (A-9)	Board Minutes

B. Relationships with the Superintendent

GOAL SAMPLE	MEASUREMENT
1. Supports the operational decisions and actions of the S/P. (B-1)	Board Minutes
2. Annual 360 S/P evaluation.(B-2)	Evaluation Date & document
3. Identify Superintendent/President annual goals. (B-3)	Documented list

C. Board-Employee Relationships

GOAL SAMPLE	MEASUREMENT
1. Annual review of changes to the CTA and CSEA contracts. (C-1)	Date and materials
2. Meets with the S/P to establish negotiations parameter's. (C-2)	Date & document
3. Receives complaints from employees and provides information regarding the complaint resolution process. (C-3)	Documented list
4. Supports employee professional development and evaluation. (C-4)	- List of professional development - Employee evaluation report

D. Relationships with the Educational Program/Students

GOAL SAMPLE	MEASUREMENT
1. Keeps abreast instructional program offerings . (D-1, 2)	- Board Presentations - Written Updates - VPI/SS Board Reports
2. Supports Student Learning Outcomes (D-3)	- Annual SLO report and presentation - Program Review presentations
3. Maintains currency on K-12 & PVC joint projects. (D-4)	- Board Agenda - Reports
4. Keeps abreast student support programs & services and student activities. (D-5, 6)	- Board Presentations - Written Updates - VPI/SS Board Reports

E. Board/Community Relationships

GOAL SAMPLE	MEASUREMENT
1. Maintains community contact. (E-1)	Date and materials
2. Meets as needed with the S/P to establish negotiations parameter's. (E-2)	Date & document
3. Hold at least one community meeting/ town hall in Blythe and Needles. (E-3,4,5)	- Dates - List of feedback obtained

F. Business and Financial Management

GOAL SAMPLE	MEASUREMENT
1. Proficient in understanding the District budget, revenues, and challenges. (F-1, 3, 4, 5, 6)	- Budget Workshops - Board Audit & Finance Committee Meetings/Minutes - College Budget Committee - Established Board Goals
2. Annually reviews College list of unmet needs, Educational Plan update, . (F-2, 3, 4, 7)	- Planning Workshop/s - Updated master plan - S/P updates and reports

G. Professional Development of the Board

GOAL SAMPLE	MEASUREMENT
1. Maintains currency of Board roles and responsibilities. (G-1, 2, 3, 4)	- Annual Board review of CCLC and Accreditation guidelines - Attendance at local and state Board meetings - Review of materials

PALO VERDE COMMUNITY COLLEGE DISTRICT

BOARD SELF-EVALUATION FORM
2011-2012 ACADEMIC YEAR

This instrument is to serve, in part, as a guideline by trustees in self-appraising their performance on the Palo Verde Community College District Governing Board. Primary focus should be on the Board in its operation as a body. Parts of this self-evaluation may be helpful to a trustee in strengthening his/her role as a member of the Board. This form will not become a part of the general open meeting board evaluation.

A.	Policies, Guidance, and Decision-Making	Very Good	Good	Poor
1.	Documented institutional philosophy, long range plan (5-10 years) and near-term objectives (1-3 years).	✓✓	✓✓✓✓	
2.	Written policies on significant phases of operations.		✓✓✓✓✓	✓
3.	Guidance and direction given to the Superintendent.	✓✓✓	✓✓✓	
4.	Use of Superintendent and his/her recommendations in Board decision-making.	✓✓✓✓✓✓		
5.	Use of administrative staff, faculty, classified staff, and students in Board decision making.	✓✓	✓✓✓✓	
6.	Receptiveness to suggestions and recommendations.	✓✓✓✓	✓	
7.	Awareness of community attitudes and desires of special interest groups.	✓✓✓	✓✓✓	
8.	Willingness to hear and consider all sides of a controversy.	✓✓✓✓✓	✓	
9.	Timeliness of Board actions.	✓✓✓✓✓	✓	

General Comments:

- Long-Range Plan-Financial Sustainability: Do we have the policies we need?
- I do <u>not</u> believe that Board members are <u>actively</u> involved in significant phases of operation. I <u>do</u> believe that we, as Board members, pay attention to the written policies which emanate from the President and other administration heads.
- Although documented, a review conducted to upgrade long-range and near-term objectives is in order.
- Place written policies to assure measures to future fiscal stability.
- Guidance and direction to Superintendent should be clearly documented.
- Although long range plans and written policies are in existence, it probably would be advisable that plans (long range and short range facilities goals and plans, academic plans and policies, financial long range plans, short range and current situations) be reviewed with the board and the appropriate entities.

B.	Relationships with the Superintendent	Very Good	Good	Poor
1.	Support of the Superintendent in his/her decisions and actions.	✓✓✓✓✓ ✓		
2.	Periodic evaluation and discussion with the Superintendent of his/her performance.	✓	✓✓✓✓✓	
3.	Maintenance of Superintendent's salary comparable to similar positions elsewhere.	✓✓✓✓	✓✓	

General Comments:

- Need for periodic Superintendent evaluation.
- A periodic discussion with the Superintendent in reference to goals set by the Board.

C.	Board-Employee Relationships	Very Good	Good	Poor
1.	Knowledge of collective bargaining and similar management/employee procedures.	✓✓✓	✓✓✓	
2.	Fairness of negotiation results to all parties including students and taxpayers.	✓✓✓✓	✓✓	
3.	Receptiveness to complaints from employees.	✓✓✓	✓✓	
4.	Encouragement of employee development and performance evaluation.	✓✓✓✓	✓✓	

General Comments:

- Understanding and appreciating the process in negotiations would be helpful. Are we bargaining from strengths and values of each, understanding the weaknesses that are apparent or hidden?

D.	Relationships with the Educational Program/Students	Very Good	Good	Poor
1.	Knowledge of the District's instructional program.	✓✓✓	✓✓	
2.	Time and emphasis allowed in Board meetings for discussing educational objectives and instructional programs.	✓✓	✓✓✓	
3.	Interest exhibited in student outcomes.	✓✓	✓✓✓	
4.	Attention given by the Board to local intra-schools (college and high schools) educational programs.	✓	✓✓✓	
5.	Knowledge of student personnel services.	✓	✓✓✓	
6.	Knowledge of student activities.		✓✓✓✓ ✓	

General Comments:

- I'm very interested in PVC measures and action taken to improve student learning outcomes.
- Aware of and offering the education and support for student success, meeting education needs and goals, and preparing the student for productive service to self, family and community, and work place is vitally important to the student, college and the board. Although academic and vocational studies and reviews are implemented, our understanding and awareness needs to be expanded and updated with the changes in administration and staff. The cooperation of the faculty and staff is excellent and the process of transparency with each is commendable and should continue.

E.	Board/Community Relationships	Very Good	Good	Poor
1.	Communication and publicity program with community.	✓✓✓	✓✓	
2.	Perception of (a) educational needs of the community, and (b) community services.	✓✓✓	✓✓	
3.	Awareness of community attitudes and feelings.	✓✓	✓✓	
4.	Effectiveness in securing community support for financing important programs.	✓✓	✓✓✓	
5.	Rapport with local news media.	✓✓✓✓	✓	

General Comments:

- Good with paper when we write the articles. Don't feel we know how community feels about things.
- The Board has to take more aggressive action to personally get involved by looking through their contacts, friends, social colleagues for individuals whom they feel could support PVC college in securing financial assistance.
- Although relations are good, even very good, the utilization of local media should be improved. A marketing plan for community awareness needs to be established.
- Brd members need to be more visible throughout the communities to enhance public college awareness.

F. Business and Financial Management	Very Good	Good	Poor
1. Knowledge of revenue sources and judgment of the District's ability to support proposed programs.	✓	✓✓✓✓✓	
2. Perception of institutional needs.	✓✓	✓✓✓✓	
3. Alignment of the budget to local area educational needs and the Educational Master Plan of the District.	✓	✓✓✓✓✓	
4. Provisions for meeting long-term plans.	✓	✓✓✓✓✓	
5. Adequacy of financial reserves.	✓	✓✓✓✓	✓
6. Involvement in budget study/approval.	✓✓	✓✓✓✓	
7. Adequacy of plant/personnel security and insurance.	✓	✓✓?✓✓	

General Comments:

- This Board must work to become fully aware of revenue, expenditures and the development of a balanced budget that maintains excellent and appropriate learning programs that fulfill student needs.
- Transparency with financials is a must and we are delighted this has been instituted. Auditing firms must show accurate financial picture, also. It is an assumption on my part, that palnt/security and insurance is adequate.
- This board member has stated and acknowledged openly that her knowledge and understanding fiscal matters is limited. However, oral briefings and written materials on the budget, financial reserves and my involvement in budget study/approval has assisted my understanding tremendously. On adequacy of reserves, believe 7% probably will not be adequate – has to be raised yearly.
- Training of PVCC board members has been through excellent meetings/seminars on fiscal measures, how the budget is formed – to assist us in the drastic financial situation the college is in currently. Regional and state –national meetings and participation therein has been limited by fact that local fiscal situation an status of college standing has taken priority.
- We thought we knew—more info recently – need work in Master Plan and budget coordination.

G. Professional Development of the Board	Very Good	Good	Poor
1. Participation in orientation or training for Board service.	✓✓	✓✓	
2. Participation in local, state, and national conferences for Board members.		✓✓✓	? ✓
3. Participation in regional meetings for Board members.	✓	✓✓	? ✓
4. Involved in professional reading about community college education.	✓	✓✓✓	

General Comments:

- Training and participation should be increased. Mileage and meals should be expensed by the college for important board meetings at the Blythe campus for board members traveling from Needles.

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OTHER GENERAL COMMENTS:

- Needles: Strategic planning for the Needles Center and its services to the community. The director for Needles, if qualified, should be a local person to understand and meet community education requirement and to interface with the college. A person who follows board and administration policy and is a team player. Of course under the direction of the Superintendent/ President and the Blythe administration.

BOARD FINANCE AND AUDIT COMMITTEE
TENTATIVE MEETING AGENDA
APRIL 9, 2013
1:00 – 3:00 P.M.
CS 236

It is the intention of Palo Verde Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, Palo Verde Community College District will attempt to accommodate you in every reasonable manner. Please contact Carrie Mullion at (760)921-5440, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

1. Call to Order			
2. Roll Call			
Ted Arneson – Board of Trustee Member		Richard Soto – CSEA President	
Jerry Lewis – Board of Trustee Member		Derek Copple – CTA President	
Denise Whittaker – Interim Superintendent/President		Russi Egan – CBO	
Sheri Jones – Interim V.P. of Instructional and Student Services		Imelda Gonzalez – ASG Representative	
Biju Raman – Academic Senate President		Carrie Mullion - Recorder	

3. Opportunity for Public Comment

At this time, members of the public have the opportunity to address the Committee on any item contained within this notice. Persons wishing to make comments are allowed five minutes per item.
Please note that the Committee cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Committee that are not on the agenda may, at the Committee's discretion, be referred to staff or placed on the next agenda for Committee consideration. The Committee requests that the public speak on matters which are on this agenda at the time that the item is considered by the Committee.

4. Minutes – November 13, 2012

AGENDA

5. Approved COP Debt Mitigation Plan – Whittaker/Egan/Brahmbhatt

6. Accreditation Update:
- April 1, 2013 Special Report
- May ??? Accreditation Site Visit and Possible Questions

7. 2013-14 Budget Development Process
- FTES Apportionment Projections
- FTES Apportionment Scenarios
- Status of Program Review Annual Snapshot Report & College Council Prioritization of Unmet / Unfunded Needs

8. Board Reserve: Recommendation to identify up to $50,000 annually towards increasing the Board Reserve to no less than 14%

9. Review of Edited Board Policies/Procedures applicable to Finance
Status of Items as presented at the October 16, 2012 and November 13, 2012 Meetings: Whittaker/Egan
- BP 2200 Board Duties and Responsibilities
- BP 2220 Committees of the Board
- BP 2510 Collegial Consultation
- AP 2510 Collegial Consultation

- BP 6200 Budget Preparation - AP 6200 Budget Preparation - BP 6250 Budget Management - AP 6250 Budget Management - BP 6300 Fiscal Management - AP 6300 Fiscal Management - AP 6300.1 Reserves and Other Funds - AP 6300.2 Accounting - AP 6300.3 Warrants - AP 6300.4 Payroll - BP 6320 Investments - AP 6320 Investments - BP 6330 Purchasing - AP 6330 Purchasing - AP 6330.1 Purchase Orders and Requests - BP 6335 Use of District Credit Cards - AP 6335 Use of District Credit Cards - BP 6340 Contracts - AP 6340 Bids and Contracts - AP 6340.1 Contracts – Construction - AP 6340.2 Contracts- Elec. Sys & Materials - AP 6340.3 Contracts – Accessibility of IT - AP 6340.4 Contracts – Personal Service - AP 6340.5 Contracts – Vendors - BP 6400 Audits - AP 6400 Audits
10. Other Agenda Items for Future Meetings
11. Adjourn

PALO VERDE COMMUNITY COLLEGE DISTRICT

REGULAR MEETING
BOARD OF TRUSTEES
One College Drive in Blythe – CL 101
(and Teleconference held at Needles Center, 725 West Broadway, Needles, CA)
Tuesday, January 22, 2013
5:00 p.m.

Meeting 13-01

MINUTES

Resolution 13-01 B-08 – CONTRACT WITH TOTAL COMPENSATION SYSTEMS, INC.

BE IT RESOLVED, that Palo Verde Community College District Board of Trustees approves the contract with Total Compensation Systems, Inc. (TCS) to provide GASB 45 actuarial valuation services for OPEB (other postemployment employee benefits) contributions, for a fee of $3,900, and an additional fee of $1,600 for any on-site meetings, if needed, which includes all travel and meeting preparation expenses, as shown in Reference B-08. The purpose of this actuarial valuation study is to ensure that the required annual OPEB payment is appropriate for the current number of employees. Prior annual OPEB payments were made based on a higher number of employees than currently exist

It was moved by Mr. Edmond, and seconded by Mr. Hyduke, that Resolution 13-01 B-08 be approved.

Ms. Whittaker and Ms. Egan clarified Resolution 13-01 B-08.

Student Advisory	Absent	Gonzales	Yes	Rodriguez	Yes
Arneson	Absent	Hyduke	Yes	Thomas	Abstain
Edmond	Yes	Lewis	Yes		

Motion carried/lost; Aye 5 No____ Abstain 1 Absent 1

Palo Verde College

PALO VERDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES ACCREDITATION RESOLUTION ON GOVERNANCE

WHEREAS, the Governing Board of Palo Verde Community College District (PVCCD) recognizes that the primary purpose of an ACCJC-accredited institution is to foster learning in its students and has established Accreditation Standards whereby institutions of higher learning are accredited[1];

WHEREAS, the Governing Board is committed to adhering to ethical leadership and governance standards;

WHEREAS, Accreditation Standard IV, *Leadership and Governance,* establishes that PVCCD *"recognizes and utilizes the contributions of leadership throughout the organization for continuous improvement of the institution.*[2];

WHEREAS, Accreditation Standard IV, *Leadership and Governance,* establishes that *"Governance roles are designed to facilitate decisions that support student learning programs and services and improve institutional effectiveness, while acknowledging the designated responsibilities of the governing board and the chief administrator."*[3];

WHEREAS, Accreditation Standard IV-A, *Decision-Making and Processes,* establishes that *"The institution recognizes that ethical and effective leadership throughout the organization enables the institution to identify institutional values, set and achieve goals, learn, and improve."*[4];

WHEREAS, Accreditation Standard IV-A2, *Decision-Making and Processes,* further establishes that *"Institutional leaders create an environment for empowerment, innovation, and institutional excellence,.....* establishing and implementing *"...a written policy providing for faculty, staff, administrator, and student participation in decision-making processes"*, with clearly defined roles in institutional governance"[5];

WHEREAS, Accreditation Standard IV-A3, *Decision-Making and Processes,* establishes that the discussion of ideas and effective communication among the College's constituencies are facilitated, *"Through established governance structures, processes, and practices,* so that *the governing board, administrators, faculty, staff, and students work together for the good of the institution."*[6];

WHEREAS, Accreditation Standard IV-A3, *Decision-Making and Processes,* establishes that, *"The institution advocates and demonstrates honesty and integrity in its relationships with external agencies ....* and *agrees to comply with Accrediting Commission standards, policies, and guidelines..."*[7];

WHEREAS, Accreditation Standard IV-A3, *Decision-Making and Processes,* establishes that, *"The role of leadership and the institution's governance and decision-making structures and processes are regularly evaluated to assure their integrity and effectiveness....and the results widely disseminated."*[8];

THEREFORE BE IT RESOLVED, each member of the PVCCD Board of Trustees accepts and adheres to the ACCJC/WASC Accreditation Standards, particularly applicable to leadership and governance, as publicly witnessed and signed below this 23rd day of October, 2012.

Board President, Ed Gonzalez	Board Member, Lincoln Edmond
Board Vice President, Millie Rodriguez	Board Member, Jerry Lewis
Board Member, Ted Arneson	Board Member, Dr. George Thomas
Board Member,	Student Trustee, Frannie Gregory

Witness: _____
Interim Superintendent/President, Denise Whittaker

[1-9] Accrediting Commission for Community and Junior Colleges (ACCJC) / Western Association of Schools and Colleges (WASC), Standard IV, Adopted, June 2002

Palo Verde College

Appendices 14b

PALO VERDE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES ACCREDITATION RESOLUTION ON FISCAL INTEGRITY AND BOARD RESPONSIBILITY

WHEREAS, the Governing Board of Palo Verde Community College District (PVCCD) recognizes that the primary purpose of an ACCJC-accredited institution is to foster learning in its students and has established Accreditation Standards whereby institutions of higher learning are accredited[1];

WHEREAS, the Governing Board is committed to adhering to ethical leadership and governance standards;

WHEREAS, Accreditation Standard IV.B.1.c, *Leadership and Governance*, establishes that PVCCD *"recognizes that the Board has ultimate responsibility for educational quality, legal matters, and financial integrity.*[2]*"*;

WHEREAS, Accreditation Standard IV.B.1.c, *Leadership and Governance*, establishes that the Board of Trustees *"is responsible for establishing policies to assure the quality, integrity, and effectiveness of the student learning programs and services."*[3] *at Palo Verde College;*

WHEREAS, Accreditation Standard IV.B.1.c, *Leadership and Governance*, establishes that the Board of Trustees *"is responsible for establishing policies to assure the ....financial stability of the institution."*[4]*;*

WHEREAS, Accreditation Standard IV.B.1.c, *Leadership and Governance*, establishes that Board of Trustees " *...adheres to a clearly defined policy for selecting and evaluating the chief administrator for the college*"[5];

WHEREAS, Accreditation Standard IV.B.1.c, *Leadership and Governance*, establishes that Board of Trustees *has ultimate responsibility for educational quality, legal matters, and financial integrity."*[6]*;*

THEREFORE BE IT RESOLVED, each member of the PVCCD Board of Trustees accepts and adheres to the ACCJC/WASC Accreditation Standards, particularly applicable to leadership and governance, as publicly witnessed and signed below this 23rd day of October, 2012.

Board President, Ed Gonzalez	Board Member, Lincoln Edmond
Board Vice President, Millie Rodriguez	Board Member, Jerry Lewis
Board Member, Ted Arneson	Board Member, Dr. George Thomas
Board Member, Ned Hyduke	Student Trustee, Frannie Gregory

Witness: _____
Interim Superintendent/President, Denise Whittaker

[1-9] Accrediting Commission for Community and Junior Colleges (ACCJC) / Western Association of Schools and Colleges (WASC), Standard IV, Adopted, June 2002