REFERENCE: A-21

K-12 Enrollment
Summer 2012

Year/Term	Course	Title	Student Name	Location	Credit Type	Age
2012SU	BIO-100	Introduction to Biology	Caramella, Sarrah	MCM	Dual	17
2012SU	BIO-100	Introduction to Biology	Elmore, Victoria	MCM	Dual	17
2012SU	BIO-100	Introduction to Biology	Gonzalez, Shelby	MCM	Dual	17
2012SU	BIO-100	Introduction to Biology	Lee, Bailey	MCM	Dual	17
2012SU	BIO-100	Introduction to Biology	Lee, Kailey	MCM	Dual	14
2012SU	BIO-100	Introduction to Biology	Rodriguez, Brianna	MCM	Dual	17
2012SU	BIO-100	Introduction to Biology	Teater, Carley	MCM	Dual	17
2012SU	CIS-101	Introductin to Computers & Information Systems	Kramer, Desiree	NDLS	Dual	17
2012SU	CIS-101	Introductin to Computers & Information Systems	Pryor, Matthew	MCM	Dual	17
2012SU	CIS-101	Introductin to Computers & Information Systems	Robertson, Margaret	MCM	Dual	16
2012SU	ENG-101	Reading and Composition	Rodriguez, Brianna	MCM	Dual	17
2012SU	GEO-101	Physical Geography	Garrett, Dillon	MCM	Dual	15
2012SU	GEO-101	Physical Geography	Hardin, Lauren	MCM	Dual	14
2012SU	GEO-101	Physical Geography	Hull, Rhea	MCM	Dual	14
2012SU	GEO-101	Physical Geography	Tennefos, Christopher	MCM	Dual	17
2012SU	GEO-103	World Geography	Hill, Conrad	MCM	Dual	17
2012SU	GEO-103	World Geography	Rivera, Destiny	MCM	Dual	14
2012SU	GES-115	The Master Student	Cortez, Andrew	MCM	Dual	14
2012SU	GES-115	The Master Student	Coverdale, Cole	MCM	Dual	16
2012SU	GES-115	The Master Student	Roedel, Jacob	MCM	Dual	14
2012SU	GES-115	The Master Student	Roedel, James	MCM	Dual	16
2012SU	GES-115	The Master Student	Sanchez, Bryanah	MCM	Dual	15
2012SU	GES-115	The Master Student	Walker, Shai	MCM	Dual	14
2012SU	HIS-130	American History I	Mendoza, Jordann	MCM	Dual	17
2012SU	HIS-130	American History I	Rangel, Elias	MCM	Dual	17
2012SU	HIS-130	American History I	Rodriguez, Brianna	MCM	Dual	17

REFERENCE: B- 42

Palo Verde College

Office of the Superintendent/President
One College Drive
Blythe, California 92225
Telephone (760)921-5499

April 26, 2012

Stephen Amezcua
Regional Advisor
Employment Development Department

Dear Mr. Amezcua:

Based on conditions beyond our control, Palo Verde Community College is requesting to discontinue participation in the WIA 15% Green Jobs Sub-Grant Agreement K183464, Grant Code 479, which was awarded effective June 1, 2011.

The grant was originally requested in 2011 in anticipation of a booming Solar Power industry in Blythe, CA and the surrounding Riverside County area. Unfortunately, the industry has been plagued with a series of unforeseen circumstances which has delayed the anticipated workforce demands with which we based our projected program goals and outcomes. The industry has experienced unanticipated delays with regulatory and environmental issues and litigation, design modifications due to a rapidly evolving technical environment, economic and financial challenges, and competition from foreign markets.

While we remain optimistic about the Solar Power Industry over the long term, we are not confident that the projections identified in early 2011 can be successful within the timeframes of this grant.

Therefore, acting in good faith and with respect to the Employment Development Department's desire to achieve its stated goals with regard to Green Energy education and training, we are requesting a transition plan to close out the grant, effective July 1, 2012. Please provide us with procedural instructions, timelines, and all other factors we will need to fulfill the requirement for a reasonable resolution.

It is our understanding that we will need to determine funds-required to complete participant services and supply all necessary documentation, etc. We will continue to work with Riverside County Economic Development Agency to determine the amounts required.

Please accept this request to discontinue grant funding effective July 1, 2012, under these unfortunate circumstances. I am anxious to speak with you about what needs to be completed to finalize this transaction.

Sincerely,

Denise Whittaker
Interim Superintendent/President

denise.whittaker@paloverde.edu

REFERENCE: B- 43

Palo Verde College
Office of the Superintendent/President
One College Drive
Blythe, California 92225
Telephone (760)921-5499

May 31, 2012

Felicia Flournoy
Director of Workforce Development
Riverside County Economic Development Agency
1325 Spruce Street, Suite 110
Riverside, CA 92507

re: WIA Green Jobs Sub-Grant Agreement #K183465/Grant Code 479
EDA Subcontract Agreement #PY2011/2013-479 CFDA# 417258

Dear Ms. Flournoy:

This letter is official notice of our decision to close our agreement with your agency for Fiscal Agent/Program Services effective June 30, 2012.

On Wednesday, April 18, 2012, Palo Verde College informed EDA staff involved by e-mail that we would be discontinuing our participation in the Green Jobs Grant effective June 30, 2012 based on conditions beyond our control. On April 26, 2012, an official letter was sent to Stephen Amezcua, Regional Advisor, Employment Development Department. Attached is our letter to Mr. Amezcua for your reference.

We have been working with staff at EDA to determine the amounts required to complete all services. A revised letter to Stephen Amezcua will be issued in the near future that will include the projected figures.

Our grant consultant, Rhonda Entwistle, will end her services on June 30, 2012. She will complete as much closeout paperwork as possible prior to June 30, 2012. Because the closeout process will require additional forms and final expenditure documentation up to 60 days after this date, and we do not have access to JTA, we would appreciate your agency's assistance during the transition. All grant documentation will be turned over to Russi Egan, Fiscal Services Manager and I will be available for questions if needed.

It has been a pleasure working with EDA on this project. Perhaps we will have the opportunity to work with your agency again.

Sincerely,

Denise Whittaker
Interim Superintendent/President

denise.whittaker@paloverde.edu

enc. (1)

REFERENCE: B- 46

Student-Right-To-Know Reporting
Subscription Agreement

Agreement Number: 12-REC-52

On this first day of July 2012, the Chancellor's Office of the California Community Colleges (hereinafter COCCC) and the Palo Verde Community College District (hereinafter District) do hereby agree as follows:

1. Purpose

The purpose of this agreement is to facilitate compliance by community college districts with the information reporting requirements of the Student-Right-To-Know Act (SRTK), Pub. L. 101-542, as amended by the Higher Education Technical Amendments of 1991, Pub. L. 102-26, and the Higher Education Technical Amendments of 1993, Pub. L. 103-208, and the implementing regulations of the U.S. Department of Education set out at 34 C.F.R. § 668.41 et seq. (hereinafter "federal law").

2. Term

This agreement shall be for a period of one year from July 1, 2012 through June 30, 2013, except that the obligation of District to supply data and the obligation of COCCC to submit data and/or generate reports shall continue until all necessary data has been submitted and/or final drafts of all required and supplementary reports have been prepared for submission to the U.S. Department of Education consistent with paragraph 3 and the requirements of federal law. The term of this contract may be extended for such additional periods and on such terms as the parties may mutually agree upon in writing.

3. Services

In order to further the purposes of this agreement and develop reports required by federal law for students in the Fall 2012 first-time freshman cohorts, COCCC agrees to do all of the following:

a. Provide to District the operational definitions and data collection and reporting requirements necessary to submit data and/or generate reports, which will comply with federal law;

b. Implement procedures to secure transfer and military enlistment data and match it with data supplied by District;

4. Compensation

In consideration of the performance of COCCC, the District agrees to pay COCCC the sum of three thousand nine hundred dollars ($3,900) per year for each college in the District. Said payments are due and payable on August 1st of each year of the contract.

5. District Responsibilities

a. In addition to paying compensation as provided in Paragraph 4, and as a condition precedent to performance by COCCC of the duties described in Paragraph 3, the District agrees to do all of the following:

(1) Collect and report necessary data to COCCC consistent with the definitions and procedures established pursuant to Paragraph 3 a.;

(2) Submit final reports to the U.S. Department of Education or approve their submission by COCCC pursuant to Paragraph 3.f.; and

(3) Otherwise fully cooperate with COCCC in connection with the development of procedures, collection of data, preparation and review of reports, and other activities necessary to furtherance of the purposes of this agreement.

b. District further agrees that it will be fully responsible for publishing the completion rate information to students and prospective students by whatever means it determines to be most appropriate.

6. District Rights

Notwithstanding any other provision of this agreement, District shall have the right to use or reproduce any data or reports developed pursuant to this agreement. The District shall also retain the right to develop and publish reports which vary from those produced by COCCC pursuant to this agreement and must comply with FERPA nondisclosure of personally identifiable student records.

7. Contract Audit

The contracting parties agree to be subject to the examination and audit of the State Auditor for a period of five (5) years after final payment under the contract.

8. Disputes

In the event of a dispute, District agrees to file a "Notice of Dispute" with COCCC within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his designee shall meet with representatives of the District for purposes of resolving the dispute. The position of the Chancellor shall be final.

9. Notice

Notice to either party may be given by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be

effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

10. Project Director

Debbie Gutierrez is designated the Project Director on behalf of the COCCC. COCCC may change the Project Director at any time and shall notify the District of any such change.

11. Project Monitor

_____ is designated as the Project Monitor on behalf of the District Name Community College District.

12. Time Is of the Essence

Time is of the essence in this contract. In case either party shall fail to perform the agreement on its part to be performed, at the time fixed for the performance of such respective agreement by the terms of this contract or by any extension thereof, the other party may at its election terminate the contract. Such termination shall be in addition to and not in lieu of any other legal remedies provided by this contract or by law. Notwithstanding the foregoing, the timing for performance of the tasks may be changed by written approval of the Project Monitor.

13. Copyright

a. District agrees that any and all services rendered or materials developed pursuant to the grant agreement, whether by district or district subcontractors, shall be and are Work for Hire. All subcontracts shall include a Work for Hire provision by which all materials produced as a result of the contract shall be Work for Hire and all rights, title and interest in and to the Work developed under the contract/subcontract shall be assigned and transferred to the Chancellor's Office California Community Colleges. This Work for Hire agreement shall survive the expiration or early termination of this grant.

b. The copyright for all materials produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office California Community Colleges. District, and all subcontractors and others who produce copyright materials pursuant to the contract, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office California Community Colleges. The Chancellor's Office California Community Colleges shall acknowledge District or its Subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office California

Community Colleges may license District or its Subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate state for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office California Community Colleges for any and all claims arising out of or in connection with the licensing agreement.

c. All technical communications and records originated or prepared by the District or its Subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including District's administrative communications and records relating to this contract shall be delivered to and shall become the exclusive property of and may be copyrighted by the Chancellor's Office California Community Colleges. *(Provision revised 3/01)*

14. Confidentiality of Data

This provision states the conditions under which the District may use personally-identifiable student data including Social Security Numbers (SSNs) provided by the COCCC.

a. The COCCC releases its students' personally-identifiable data including SSNs with the understanding that the District will use the data only for the purpose of responding to reporting requirements set forth by the federal Integrated Postsecondary Education Data System (IPEDS) and program evaluation or educational research aimed at improving instruction;

b. District shall store information furnished by COCCC in a place physically secure from access by unauthorized persons. Information in electronic format, such as magnetic tape or diskettes, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means;

c. Qualified personnel at District who use the personally identifiable data shall be proficient and experienced in managing secure, confidential data, and shall be informed of the sanctions against unauthorized use or disclosures;

d. No individual student or parent shall be identifiable in any reports, publications or other documents that are created by District with the use of COCCC data;

e. District agrees not to release personally identifiable data including SSNs it receives from COCCC to any other person or organization. District agrees to destroy the data when no longer needed for the purposes specified in this agreement;

f. District shall adhere to all legal requirements, including but not limited to the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g). Should the United States Department of Education determine that release of data under this agreement does not satisfy the requirements of 20 U.S.C. § 1232g, COCCC may terminate this agreement and demand the destruction or return of all data supplied to District within thirty (30) working days; and

g. COCCC reserves the right to withhold any data and terminate this agreement at any time.

15. Warranty

Neither COCCC nor any of its officers or employees make any warranty, express or implied, or assume any legal liability for the information contained in reports produced pursuant to this agreement or for ensuring District compliance with federal law.

16. Termination

Either party may at its option terminate this contract at any time upon giving 30 days advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations there under. In such event, the District shall pay COCCC for all satisfactory services rendered and expenses incurred prior to such termination, which could not have been avoided by reasonable efforts of COCCC, but not in excess of contract maximum payable.

In the event of any breach of this contract, the COCCC may without any prejudice to any of its other legal remedies terminate this contract upon five days written notice to the District.

17. Waiver

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the COCCC to enforce at any time any of the provisions of this agreement, or to require at any time performance by the District of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part thereof or the right of COCCC to thereafter enforce each and every such provision.

18. Agreement is Complete

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this agreement.

19. Authorization and Approvals

Chancellor's Office California Community Colleges 1102 Q Street Sacramento, CA 95811	Palo Verde CCD One College Drive Blythe, CA 92225

Authorized Signatures

For the Chancellor's Office:	For the District Name CCD:
x_____ Steve Bruckman Executive Vice Chancellor of Operations	x_____ Printed Name and Title: _____ _____

REFERENCE: B- 47

Attachments

CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
2012-13

DISTRICT NAME: Palo Verde Community College
DATE: 6/13/12

I. **2012-13** APPROPRIATIONS LIMIT:

A. **2011-12** Appropriations Limit — $ 16,632,897

B. **2012-13** Price Factor: 1.0377

C. Population factor:

1. **2010-11** Second Period Actual FTES 1801.95
2. **2011-12** Second Period Actual FTES 1380.21
3. **2012-13** Population change factor 0.76595355032
(line C.2. divided by line C.1.)

D. **2011-12** Limit adjusted by inflation and population factors — $ 13,220,326 ....
(line A multiplied by line B and line C.3.)

E. Adjustments to increase limit:

1. Transfers in of financial responsibility — $ -0-.....
2. Temporary voter approved increases
3. Total adjustments - increase

Sub-Total — $ 13,220,326 ....

F. Adjustments to decrease limit:

1. Transfers out of financial responsibility — $.....
2. Lapses of voter approved increases
3. Total adjustments - decrease — < >

G. **2012-13** Appropriations Limit — $ 13,220,326

II. **2012-13** APPROPRIATIONS SUBJECT TO LIMIT:

A. State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence) — $ 10,757,900

B. State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.) — 15,094 .....

C. Local Property taxes — 1,038,516 .....

D. Estimated excess Debt Service taxes — .....

E. Estimated Parcel taxes, Square Foot taxes, etc. — .....

F. Interest on proceeds of taxes — .....

G. Local appropriations from taxes for unreimbursed State, court, and federal mandates — < >

H. **2012-13** Appropriations Subject to Limit — $ 11,811,510

REFERENCE: B- 51

Amendment No. 1 to the Institution Agreement between Palo Verde College (the "INSTITUTION") and XAP Corporation ("XAP")

This Amendment No. 1 (the "Amendment") to the Institution Agreement between the INSTITUTION and XAP (the "Agreement") is entered into as of this 24th day of May, 2012 with respect to the INSTITUTION's participation in an online electronic admission application system for the California Community College System ("CCC"), known as CCCApply (the "System"), operated by XAP.

RECITALS

WHEREAS, the parties entered into the Agreement under which XAP agreed to operate and maintain the System, in part for the benefit of the INSTITUTION; and

WHEREAS, the parties desire to enter into this Amendment for the purpose of extending the term and modifying fees of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree to amend the Agreement as follows:

AMENDMENT

1. **Definitions**. All capitalized terms used in this Amendment that are not defined in this Amendment shall have the meaning provided in the Agreement.

2. **Section 4**. Section 4, Paragraph 1 of the Agreement is hereby amended by deleting and substituting, in lieu thereof, the following:

"The term of this Agreement shall commence on the date stated above and shall continue through June 30, 2013."

The remainder of Section 4 shall remain unchanged.

3. **Section 3**. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

The INSTITUTION shall pay to XAP fees for the operation and maintenance of the System with respect to the INSITITUTION, for the period from July 1, 2012 to June 30, 2013:

Application	Annual Fees (for July 1st 2012-June 30th 2013)
Common Application including the Supplement	$7,614
Price reflects 35% discount for small colleges	

XAP will continue to honor the discounts in effect for the INSTITUTION that are applicable pertaining to size, participation as part of the Butte-Glenn Community College District, and subscription to the entire suite of XAP application services.

XAP will invoice the INSTITUTION for the applicable fees on July 1st 2012. Payment is due in full within thirty (30) days of the date of the invoice.

4. **Effective Date**. The provisions of this Amendment shall be effective as of July 1, 2012 (the "Effective Date").

5. **Other Provisions.** The provisions of the Agreement that are not amended or deleted by this Amendment remain unchanged and in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

6. **Authority**. Any person signing this Amendment in a representative capacity acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Amendment is signed.

7. **Signatures**. This Amendment may be signed in counterparts. A fax or e-mail transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted or e-mail-transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

For the INSTITUTION:		**FOR XAP**:	
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Title	_____	Title	_____
Date	_____	Date	_____

REFERENCE: B- 52

Federal Register /Vol. 77, No. 85 /Wednesday, May 2, 2012 / Presidential Documents **25861**
Executive Order 13607 of April 27, 2012

Establishing Principles of Excellence for Educational Institutions Serving Service Members, Veterans, Spouses, and Other Family Members

By the authority vested in me as President by the Constitution and the laws of the United States of America, and in order to ensure that Federal military and veterans educational benefits programs are providing service members, veterans, spouses, and other family members with the information, support, and protections they deserve, it is hereby ordered as follows:

Section 1. *Policy.* The original GI Bill, approved just weeks after D-Day, educated nearly 8 million Americans and helped transform this Nation. We owe the same obligations to this generation of service men and women as was afforded that previous one. This is the promise of the Post-9/11 Veterans Educational Assistance Act of 2008 (title V, Public Law 110–252) (Post-9/11 GI Bill) and the continued provision of educational benefits in the Department of Defense's Tuition Assistance Program (10 U.S.C. 2007): to provide our service members, veterans, spouses, and other family members the opportunity to pursue a high-quality education and gain the skills and training they need to fill the jobs of tomorrow. Since the Post-9/11 GI Bill became law, there have been reports of aggressive and deceptive targeting of service members, veterans, and their families by some educational institutions. For example, some institutions have recruited veterans with serious brain injuries and emotional vulnerabilities without providing academic support and counseling; encouraged service members and veterans to take out costly institutional loans rather than encouraging them to apply for Federal student loans first; engaged in misleading recruiting practices on military installations; and failed to disclose meaningful information that allows potential students to determine whether the institution has a good record of graduating service members, veterans, and their families and positioning them for success in the workforce. To ensure our service members, veterans, spouses, and other family members have the information they need to make informed decisions concerning their well-earned Federal military and veterans educational benefits, I am directing my Administration to develop Principles of Excellence to strengthen oversight, enforcement, and accountability within these benefits programs.

Sec. 2. ***Principles of Excellence for Educational Institutions*** *Serving Service Members, Veterans, Spouses, and Other Family Members.* The Departments of Defense, Veterans Affairs, and Education shall establish Principles of Excellence (Principles) to apply to educational institutions receiving funding from Federal military and veterans educational benefits programs, including benefits programs provided by the Post-9/11 GI Bill and the Tuition Assistance Program.

- The Principles should ensure that these educational institutions **provide meaningful information** to service members, veterans, spouses, and other family members about the financial cost and quality of educational institutions to assist those prospective students in making choices about how to use their Federal educational benefits; prevent abusive and deceptive recruiting practices that target the recipients of Federal military and veterans educational benefits; and
- Ensure that educational institutions **provide high quality academic and student support services** to active-duty service members, reservists, members of the National Guard, veterans, and military families.

To the extent permitted by law, the Principles, implemented pursuant to section 3 of this order, should **require educational institutions** receiving funding pursuant to Federal military and veterans educational benefits to:

(a) Prior to enrollment, **provide prospective (military) students** who are eligible to receive Federal military and veterans educational benefits **with a personalized and standardized form**, as developed in a manner set forth by the Secretary of Education, working with the Secretaries of Defense and Veterans Affairs, to **help those prospective students understand the total cost of the educational program**, including:

- tuition and fees;
- the amount of that cost that will be covered by Federal educational benefits;
- the type and amount of financial aid they may qualify for;
- their estimated student loan debt upon graduation;
- information about student outcomes; and
- other information to facilitate comparison of aid packages offered by different educational institutions;

(b) **Inform** students who are eligible to receive Federal military and veterans educational benefits:

- of the availability of Federal financial aid; and
- have in place policies to alert those students of their potential eligibility for that aid before packaging or arranging private student loans or alternative financing programs;

(c) End fraudulent and unduly aggressive recruiting techniques on and off military installations, as well as misrepresentation, payment of incentive compensation, and failure to meet State authorization requirements, consistent with the regulations issued by the Department of Education (34 C.F.R. 668.71–668.75, 668.14, and 600.9);

(d) Obtain the approval of the institution's accrediting agency for new course or program offerings before enrolling students in such courses or programs, provided that such approval is appropriate under the substantive change requirements of the accrediting agency;

(e) **Allow service members and reservists to be readmitted to a program** if they are temporarily unable to attend class or have to suspend their studies due to service requirements, and **take additional steps to accommodate short absences** due to service obligations, provided that satisfactory academic progress is being made by the service members and reservists prior to suspending their studies;

(f) **Agree to an institutional refund policy that is aligned with the refund of unearned student aid rules** applicable to Federal student aid provided through the Department of Education under Title IV of the Higher Education Act of 1965, as required under section 484B of that Act when students withdraw prior to course completion;

(g) **Provide educational plans** for all individuals using Federal military and veterans educational benefits that detail how they will fulfill all the requirements necessary to graduate and the expected timeline of completion; and

(h) **Designate a point of contact** for academic and financial advising (including access to disability counseling) to assist service member and veteran students and their families with the successful completion of their studies and with their job searches.

Sec. 3. *Implementation of the Principles of Excellence.*
(a) The Departments of Defense and Veterans Affairs shall reflect the Principles described in section 2 of this order in new agreements with educational institutions, ***to the extent practicable and permitted by law***, concerning participation in the ***Yellow Ribbon Program*** for veterans under the Post-9/11 GI Bill or the Tuition Assistance Program for active duty service members. The Department of Veterans Affairs shall also notify all institutions participating in the Post-9/11 GI Bill program that they are **strongly encouraged to comply with the Principles and shall post on the Department's website those that do.**

(b) The Secretaries of Defense, Veterans Affairs, and Education, in consultation with the Director of the Bureau of Consumer Financial Protection (CFPB) and the Attorney General, shall take **immediate action to implement this order**, and, within 90 days from the date of this order, report to the President their progress on implementation, including promptly revising regulations, Department of Defense Instructions, guidance documents, Memoranda of Understanding, and other policies governing programs authorized or funded by the Post-9/11 GI Bill and the Tuition Assistance Program to implement the Principles, to the extent permitted by law.

(c) The Secretaries of Defense, Veterans Affairs, and Education shall develop a comprehensive strategy for **developing service member and veteran student outcome measures** that are comparable, to the maximum extent practicable, across Federal military and veterans educational benefit programs, including, but not limited to, the Post-9/11 GI Bill and the Tuition Assistance Program.

- To the extent practicable, the student outcome measures should rely on existing administrative data to minimize the reporting burden on institutions participating in these benefit programs.
- The student outcome measures should permit comparisons across Federal educational programs and across institutions and types of institutions.
- The Secretary of Education, in consultation with the Secretaries of Defense and Veterans Affairs, shall also collect from educational institutions, as part of the Integrated Postsecondary Education Data System and other data collection systems, information on the amount of funding received pursuant to the Post-9/11 GI Bill and the Tuition Assistance Program.
- The Secretary of Education shall make this information publicly available on the College Navigator Website.

(d) The Secretary of Veterans Affairs, in consultation with the Secretaries of Defense and Education, shall provide to prospective military and veteran students, prior to using their benefits, streamlined tools to compare educational institutions using key measures of affordability and value through the Department of Veterans Affairs' eBenefits portal. The eBenefits portal shall be updated to facilitate access to school performance information, consumer protection information, and key Federal financial aid documents. The Secretaries of Defense and Veterans Affairs shall also ensure that service members and veterans have access to that information through educational counseling offered by those Departments.

Sec. 4. *Strengthening Enforcement and Compliance Mechanisms.* Service members, veterans, spouses, and other family members should have access to a strong enforcement system through which to file complaints when institutions fail to follow the Principles. Within 90 days of the

date of this order, the Secretaries of Defense and Veterans Affairs, in consultation with the Secretary of Education and the Director of the CFPB, as well as with the Attorney General, as appropriate, shall submit to the President a plan to strengthen enforcement and compliance mechanisms. **The plan (from the Secretaries of Defense and Veteran Affairs) shall include proposals to:**

(a) Create a centralized complaint system for students receiving Federal military and veterans educational benefits to register complaints that can be tracked and responded to by the Departments of Defense, Veterans Affairs, Justice, and Education, the CFPB, and other relevant agencies;

(b) Institute uniform procedures for receiving and processing complaints across the State Approving Agencies (SAAs) that work with the Department of Veterans Affairs to review participating institutions, provide a coordinated mechanism across SAAs to alert the Department of Veterans Affairs to any complaints that have been registered at the State level, and create procedures for sharing information about complaints with the appropriate State officials, accrediting agency representatives, and the Secretary of Education;

(c) Institute uniform procedures for referring potential matters for civil or criminal enforcement to the Department of Justice and other relevant agencies;

(d) Establish procedures for targeted risk-based program reviews of institutions to ensure compliance with the Principles;

(e) Establish new uniform rules and strengthen existing procedures for access to military installations by educational institutions. These new rules should ensure, at a minimum, that only those institutions that enter into a memorandum of agreement pursuant to section 3(a) of this order are permitted entry onto a Federal military installation for the purposes of recruitment. The Department of Defense shall include specific steps for instructing installation commanders on commercial solicitation rules and the requirement of the Principles outlined in section 2(c) of this order; and

(f) Take all appropriate steps to ensure that websites and programs are not deceptively and fraudulently marketing educational services and benefits to program beneficiaries, including initiating a process to protect the term "GI Bill" and other military or veterans-related terms as trademarks, as appropriate.

Sec. 5. *General Provisions.*

(a) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(b) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department, agency, or the head thereof; or (ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

THE WHITE HOUSE,

April 27, 2012.

[FR Doc. 2012–10715
Filed 5–1–12; 8:45 am]
Billing code 3295–F2–P

REFERENCE: B- 55

From: Kimi Shigetani [mailto:kimi@ccleague.org]
Sent: Friday, May 25, 2012 9:05 AM
To: dwhittaker@paloverde.edu; Denise Hunt; Warren Kinsler
Cc: Paul Mitchell; Elaine Reodica; Scott Lay
Subject: Redistricting Analysis

Good morning-
I just wanted to update you on where the additional analysis for the district was at, and to let you know what our recommendation is at this point.

As you know, the District has a very small voter population, and therefore a very small number of voting precincts. The District had just 16 precincts in the in the highest turnout elections and in lower turnout elections precincts are consolidated. The most consolidated election had only 6 precincts.

The small number of precincts in district elections was even more dramatic when attempting to look at underlying city council, school board and other election results that could be valuable. In these cases as few as 2-4 precincts could be used in a full election.

Unfortunately, this means that regardless of any potential polarized trends within local contests, there is not a statistically valid sample size of precincts to perform analysis. With all of the potentially polarized voters mixed in just a few precincts we cannot determine any patterns.

Given the inability to determine any patterns, we feel that at this time our original recommendation stands – that the District, under CVRA, does not need to move to single trustee area elections.

We are happy to present this information to the board at any time. Please let us know if you would prefer a in person presentation or a memo to the board. Also, if you have any questions, please do not hesitate to contact me.

Kimi Shigetani
Vice President
Community College League of California
Phone: 916-444-8641
Cell: 206-601-0803
Fax: 916-444-2954

REFERENCE: B- 56

To be reviewed by the Finance and Audit Committee and presented to the Board of Trustees for Approval by December, 2012

Board Policy _____
Board of Trustees' Finance and Audit Committee

The Board of Trustees' Finance and Audit Committee (The Committee) is established under the authority of the Board of Trustees and reports directly to the Board.

PURPOSE

The primary purpose of the Finance and Audit Committee is to act in an advisory role to the Board of Trustees in carrying out its fiduciary responsibilities as they relate to the District's financial management and oversight of financial reporting, internal controls and compliance with legal and regulatory requirements applicable to Palo Verde Community College District operations.

GOALS AND OBJECTIVES

While assisting the Board of Trustees with fiduciary duties, the Finance and Audit Committee also provides an open avenue of communication between the Board of Trustees, the District's External Auditors, and the District's Executive Management concerning all budgetary matters.

The Finance and Audit Committee has the following goals and objectives:

- Increased awareness and transparency concerning District budgetary matters;
- Increased understanding and sophistication of the Chancellor's Office and Accreditation Standards regarding fiscal resources and compliance;
- Establishment of a system of regular reporting by the District to the Committee and the full Board of Trustees on budgetary matters;
- Increased collaboration and dialogue between the Board and the College's Budget Committee concerning budgetary matters;
- Ensure compliance with all federal, state and local financial requirements;
- Increased objectivity and credibility of financial reports;
- Improved Management and Board financial accountability;
- Support for measures to improve financial performance and internal controls;
- Increased employee awareness of unethical, questionable, or illegal activities;
- Assurance that appropriate Management action plans are implemented for audit findings and recommendations.

COMPOSITION OF THE FINANCE AND AUDIT COMMITTEE

The Finance and Audit Committee shall consist of two – three Board Members. Initially, one Member of the Committee will serve a three year term and the second and third members shall serve a two year terms. Thereafter, each Member of the Finance and Audit Committee shall serve a two year term of service on an alternating basis.

The Finance and Audit Committee shall include one member each from constituent leadership groups (CTA, CSEA, ASG, management/confidential, administration, and the Superintendent/ President). All Members of the Finance and Audit Committee shall possess or obtain a basic understanding of governmental financial reporting and auditing, a basic understanding of fiscal matters and

public finance and shall have a requisite interest in the budget and financial reporting issues of the District and its three colleges. The Finance and Audit Committee may have access to at least one financial expert, as needed, an outside party, with no voting rights, who will provide advisory and consulting duties. The financial expert shall be an individual with sufficient financial experience and interest to provide guidance and assistance to the Finance and Audit Committee.

RESPONSIBILITIES

The Finance and Audit Committee provides the College with annual Board goals, reviews in detail: State fiscal regulations, audit reports, budget development goals and process, resource allocation options, budget assumptions, and the annual budget development calendar. This is to include financial reporting, internal controls, external audit, compliance and other matters as deemed necessary.

The Finance and Audit Committee has the following responsibilities:

- Works with the Superintendent/President and Chief Business Officer to review, discuss and analyze budget matters;
- In consultation with the Superintendent/President and Chief Business Officer, reviews and interprets budgetary updates and related communications from the State Chancellor's Office and Community College League of California in an effort to understand their impact on the District office and three colleges;
- Receives updates on the status of budgetary matters and reports to the Board of Trustees as appropriate;
- Reviews recommendations, if available in advance of being provided to the Board of Trustees, from the Budget Committee concerning staff proposals pertaining to the College budget;
- Reviews, if available in advance of being provided to the Board of Trustees, all budget-related reports and documents that are provided to the Board of Trustees, including, but not limited to, the Tentative Annual Budget, District Quarterly Financial Status Reports, the Final Annual Budget, and State allocations for the District Full Time Equivalent Students (FTES);
- Analyzes and track's the District's progress in allocating budgetary resources with any Board-approved Master Plans;
- Reviews all budgets including restricted, unrestricted, capital, trust/enterprise, etc. as established;
- Initiates and monitors the procurement process for the selection of the external auditor.
- Recommends to the Board the approval of any auditing and or consulting services;
- Makes the final recommendation of a selected bidder from the external auditor procurement process to the Board of Trustees;
- Provides contract oversight of the external auditing function.
- Reviews the effectiveness of the external auditor's work, and provides the Board of Trustees with the final recommendation to continue with or discharge the current external auditing firm;
- Ensures that corrective action is taken that is identified by the external auditors; and
- Reviews and refers the external auditor's report to the Board of Trustees.

ETHICAL CONDUCT

Members of the Finance and Audit Committee are expected to conduct business in the most ethical way possible and to adhere to the Code of Ethics adopted by the Board of Trustees on

MEETINGS

The Finance and Audit Committee shall meet as needed.

REPORTING

The Finance and Audit Committee will report to the Board of Trustees as appropriate.

REFERENCE: C- 46

Palo Verde College

INTERIM VICE PRESIDENT OF INSTRUCTION & STUDENT SERVICES

NATURE OF THE ASSIGNMENT

Under the supervision of the Superintendent/President, the Interim Vice President of Instruction and Student Services provides administrative leadership and operational supervision of Student Services and Instructional programs.

EXAMPLES OF DUTIES & RESPONSIBILITIES

1. Serve as a member of the Superintendent/President's management team
2. Provide transparent leadership and managerial vision and direction, including educational master planning, area and institutional budget development, goal setting, academic and student support advancement, implementation, coordination, evaluation and accountability for all areas of responsibility
3. Provide leadership in the recruitment, retention and evaluation of full and part-time staff in all areas of responsibility
4. Work collaboratively with the Academic Senate, union leadership, managers and students to effectively resolve instructional or student services issues or concerns.
5. Recommend to the President hiring selections of staff for Instruction and Student Services positions through established processes
6. Develop and implement conscientious budgets and ensure fiscal responsibility
7. Maintain a current understanding and stays abreast trends of each instruction and student service program offered by the College including face-to-face, distance education, and on-line instructional programs and student support services.
8. Direct and supervise the development, evaluation and improvement of course outlines, course objectives, Program Reviews, and Student Learning Outcomes
9. Provide leadership in the development of the College Catalog and class schedules based on FTES calculations, student and community needs.
10. Interpret, articulate, implement and monitor district compliance with District policies and procedures and further implement State and Federal regulations
11. Plan and supervise a philosophy of data-driven decision-making through the collection and utilization of data generated through internal and external needs assessment, trend data, FTES calculations, 50% Law calculations and institutional research as appropriate to instruction and student service programs and provide reports to the designated areas of supervision and campus-wide.
12. Coordinate with the Director of Information Technology, the planning, implementation and training needed relative to instructional and student support technology and telecommunications.
13. Provide opportunities for faculty and staff in-service training and professional development.

14. Develop and maintain collaborative relationships with local schools, colleges and universities
15. Serve as Chair or member of committees as appropriate to carry out the responsibilities of the position
16. Perform other duties as assigned

MINIMUM QUALIFICATIONS

1. Master's Degree from an accredited institution
2. At least three years' experience and a record of achievement in an administrative position at a post- secondary institution
3. Three years successful full time teaching or work in an area of Student Services
4. Demonstrated achievement in building and developing educational programs and services within a system of shared governance
5. Demonstrated ability to communicate effectively both orally and in writing
6. Personal characteristics necessary for working with students, employees and the public in a senior administrative capacity
7. Demonstrated commitment to the mission and goals of a comprehensive community college
8. Possess a vision for promoting student success and persistence
9. Demonstrated successful experience providing programs for students with diverse education and economic backgrounds in a setting in which cultural diversity is valued

PREFERRED QUALIFICATIONS

1. An earned doctorate from an accredited institution
2. Experience in a collective bargaining setting
3. Experience with non-traditional methods of instruction including online instruction
4. A background in the development, assessment and recording of course, program and institutional Student Learning Outcomes

REFERENCE: C - 60

PALO VERDE COMMUNITY COLLEGE DISTRICT

DIRECTOR OF FINANCIAL AID & SCHOLARSHIPS

NATURE OF THE POSITION

Under the supervision of the Vice President of Student Services/designee, serving a diverse population of students, plans, manages, and implements the District's comprehensive Financial Aid and Scholarships programs and services; assumes responsibility for administering the award process, regulate institutional sources of financial assistance in compliance with applicable regulations and implement systems that support efficient financial aid service delivery and effective audit trails; create and enforce College policies and procedures for Federal and State regulations for Financial Aid and Scholarship award determination, issuance, and compliance.

ACCOUNTABILITY OBJECTIVES

1. Plans, manages, and implements the District's comprehensive Financial Aid and Scholarship programs and services; manages and participates in the development and implementation of District goals, objectives, and priorities for assigned programs; leads the department in the creation, development and implementation of Student Learning Outcomes and Program Review.
2. Monitors legal and fiscal liability to the District in all aspects of financial aid program management through knowledge and interpretation of Federal and State laws and the California Education Code; interpret, apply, and implement Federal and State guidelines and regulations governing financial aid programs.
3. Oversees the scholarship program, work with local groups in the development of criteria and the selection process. Provides the necessary information and documentation needed for committees to review and select recipients and monitor the distribution of awards.
4. Keeps informed of the status of Federal (Title IV), State, and local financial aid programs; maintains updated files on all regulations and guidelines.
5. Administers the Board of Governor's Grant (Method C) Program, and assists with Methods A & B (Waivers). Prepares reports and maintains records as required in accordance with regulations from the Chancellor's Office.
6. Completes State and Federal reports for financial aid programs (Fiscal Operations Report and Application to Participate (FISAP), Board of Financial Aid Programs Status Report (BFAP), State required Management Information System Report (MIS), Student Status Confirmation Report (SSCR) and Cal Grant rosters.
7. Completes applications for financial aid funds from appropriate outside agencies; prepares and submits reports to such agencies as required.
8. Maintain parameters and install updates to Financial Aid computer systems which includes but may not be limited to: DataTel, EdConnect, SAIG Mail Box, COD, Web Grants, FAA, NSLDS, National Student Clearing House, E-Campus Based, E-Cert for Title IV, FISAP and G-5.
9. Provides guidance to students in completing forms concerning eligibility and application for financial aid programs.
10. Maintains records for each applicant and recipient of financial aid. Determines financial aid and prepares award letters for financial aid recipients.
11. Submits student data with the California Student Aid Commission (CSAC) Web Grant for all eligible Grant recipients.
12. Complete Electronic Origination records for each Pell eligible student and submits Electronic Disbursement records prior to each Pell check run. Makes adjustment to records throughout each semester as changes in status occur.
13. Certifies enrollment status of financial aid students before each grant disbursement.

14. Assist in creating the Financial Aid Department budget, and monitoring expenditures during the year.
15. Establishes procedures with faculty and staff for placement of students in work-study positions.
16. Maintains records of students eligible for Federal work-study and available jobs. Places eligible students in jobs. Consults with supervisors of Federal student workers.
17. Evaluates student progress regarding student continuing eligibility for financial aid and certifies program progress for financial aid recipients.
18. Monitors each student for Return to Title IV Regulations. Completes calculations and repayment letters. Notifies Fiscal Services of repayments owed by both student and institution.
19. Establishes Financial Aid Office administrative Policy and Procedure consistent with the Federal and State regulation. Draft and update Financial Aid Policy and Procedure Handbook.
20. Maintains working relations with Fiscal Services for preparation of grant and work-study checks.
21. Works with the EOPS staff to coordinate EOPS awards and Federal awards to prevent overpayments.
22. Coordinates the duties of the Financial Aid office staff.
23. Prepares and submits reports to Vice President of Student Services and other appropriate personnel as required.
24. Advises the appropriate Administrators or designees, counselors and staff of developments in financial aid. Presents training sessions as needed.
25. Works with county, State and Federal offices to share necessary information and documentation needed for financial aid students (i.e. Social Services, Social Security and Department of Rehabilitation).
26. Supervise the College Scholarship program and provide the necessary student documentation to selection committees
27. Attends Region IX, State and Federal meetings and conferences.
28. Presents workshops and other outreach services to help inform prospective students of financial aid programs available at the college.
29. Possesses sensitivity to and understanding of the diverse academic, socio-economic, cultural, disability, and ethnic backgrounds of community college students.
30. Performs other duties as may be required by the Vice President of Student Services.

REQUIRED QUALIFICATIONS

1. AA degree and 3 years direct experience in Student Services.
2. Knowledge of Federal and State Financial Aid regulations and reporting mandates.
3. Knowledge of applicable computer operation and data entry devices.
4. Sensitivity to and ability to work with diverse student population.

PREFERRED QUALIFICATIONS

1. Bachelor's degree.
2. Supervisory experience.
3. Ability to speak, read and write Spanish.
4. Knowledge of Federal and State financial aid procedures.

PHYSICAL ABILITIES

1. Visual capability to read handwritten or typed documents, and the display screen of various office equipment and machines.
2. Able to conduct verbal conversation.
3. Able to hear normal range verbal conversation (approximately 60 decibels).
4. Able to sit for sustained periods of time.
5. Able to carry up to 10 pounds.
6. Have physical abilities necessary to carry out all duties pertinent to the position.
7. Able to operate office machines and equipment in a safe and effective manner.
8. Able to collect currency and make change.

CLASSIFICATION

Classification 6 on the Classified Management/Confidential salary schedule.

BENEFITS AND POSITION STATUS

12 month position - 8/hrs. Per day - 40 hours per week
(evening and weekend duties may be assigned)

REFERENCE: C - 61

PALO VERDE COMMUNITY COLLEGE DISTRICT

DIRECTOR OF ADMISSIONS & RECORDS

NATURE OF THE POSITION

Under the supervision of the Vice President of Student Services, the Director of Admissions & Records has the responsibility of planning, organizing and overseeing the daily operations related to the data processing of student admissions, registration, records, evaluations, and program completions. The Director of Admissions & Records is also responsible for interpreting, developing and implementing policies and procedures consistent with state and federal laws and regulations; submitting MIS data, and apportionment reports to the Chancellor's Office and assisting with reporting other enrollment data to state and federal agencies as required (i.e. NSC, Gainful Employment and IPEDS).

ACCOUNTABILITY OBJECTIVES

1. Participate in the development and implementation of District goals, objectives and priorities for assigned programs; leads the department in the creation, development and implementation of Student Learning Outcomes and Program Review.
2. Supervise, train and evaluate the Admissions and Records office staff.
3. Supervise the development of forms and registration documents needed for Admissions and Records.
4. Supervise and coordinate admissions and registration procedures. Oversee and assist with the data processing and verification of information on admissions applications, registrations, add/drop enrollments, withdrawals, and other related personal student information.
5. Supervise, train and oversee residency determinations per state regulations. Obtain, review and evaluate documentation from students not meeting State requirements and retain documentation in student file.
6. Produce and distribute an A&R Submission Date Calendar for all faculty members. Supervise and oversee the distribution of requests for and collection of all necessary documentation from faculty related to student enrollment.
7. Serve as Veterans Affairs Officer and oversee the coordination with Veterans Administration Regional Office. Assist with providing information to and the processing of Veteran students educational benefits and file maintenance.
8. Prepare and maintain a handbook of all admissions and records forms and procedures for distribution to faculty.
9. Review, maintain and update the student information system for the areas that relate to Admissions and Records ensuring proper maintenance of files and records pertinent to scholastic achievement, attendance, and other educational documents required by the College and the State.
10. Supervise and oversee the compilation of mid-term deficiencies and notification to students.

11. Responsible for the processing of student academic performance. Oversee the reporting of probation, dismissal, and honor lists in addition to any others requests related to student progress.
12. Provide registration and grade reports to local high schools of advanced placement students in accordance with contract requirements.
13. Direct the maintenance and confidentiality of student records. Establish and maintain permanent academic transcript files for all students including official transcripts from other colleges.
14. Supervise and oversee the processing and evaluation of transcripts and enrollment verifications to students with official request.
15. Supervise and oversee the processing and distribution of grade reports (for incarcerated students only).
16. Assist in the evaluation and certifying of student academic completions of degrees and certificates. Oversee the processing of diplomas and certificates as well as the ordering of all supplies related to the awarding process (including software updates).
17. Assist the instruction office with the preparation of the class schedule, Catalog updates and system updates as needed.
18. Perform ongoing review of catalog and class schedule information for relevant statements, policies and procedures; develop, revise, and implement changes as needed to maintain compliance with District, State, and Federal requirements; advise administration, faculty, and staff of need for change in current policies and procedures.
19. Plan, develop, and manage annual budget, staffing, and facility needs for area of responsibility.
20. Responsible for the collection and maintenance of statistics and periodic reports on enrollment and student characteristics.
21. Responsible for reports required by the California Community Colleges and other federal and state agencies, including (but not limited to) MIS reports and apportionment reports.
22. Responsible for the collaboration of all staff maintaining data for MIS files. Provide staff with changes to the MIS data element dictionary and coordinates timelines for submissions of all MIS reports.
23. Maintain records and provides auditors with all information related to the Admissions and Records Department and the verification of the apportionment reports.
24. Serve on various committees as assigned.
25. Serve as system operator responsible for all maintenance and backup procedures of annual reports and ensure system maintenance agreements are regularly updated.
26. Determine, plan and arrange for programming to keep computer files current with reporting requirements.
27. Attend meetings, conferences and training sessions as appropriate to keep up to date with state reporting requirements and remain current with computer information system.
28. Perform other duties and responsibilities.

MINIMUM QUALIFICATIONS

1. Associate's Degree and 3 years of experience in Student Services.
2. Knowledge of applicable computer operations, utilization, and data processing retrievals.
3. Knowledge of Federal and State regulations relating to the enrollment and registration of college students; California Community College State reporting mandates.
4. Physical ability to work effectively in an environment which is typical of this position.

PREFERRED QUALIFICATIONS

1. Bachelor's degree.
2. Knowledge of Admissions and Records procedures.
3. Served in a position with similar responsibilities.
4. Experience with database management and reporting systems.

CLASSIFICATION

Class 6 of the Classified Management/Confidential Salary Schedule

BENEFITS AND POSITION STATUS

12 month position – 8/hrs. per day – 40 hours per week
(evening and weekend duties may be assigned)

REFERENCE: C - 63

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**	

REFERENCE: C - 69

PALO VERDE COMMUNITY COLLEGE DISTRICT

BUSINESS SERVICES ADMINISTRATIVE ASSISTANT

NATURE OF THE POSITION:

Under the direction of the Chief Business Officer (CBO) or designee, the Business Services Assistant shall provide administrative office support to the CBO/designee, Human Resources Manager, and Payroll/Benefits Coordinator; perform technical/data entry duties in the preparation and processing of payroll and benefits, ensuring that employees are paid accurately and on a timely basis; perform duties that are typical of those performed by employees in this title but are not limited to the following:

ACCOUNTABILITY OBJECTIVES:

1. Provide administrative secretarial and office support to the Chief Business Officer /designee including: managing the meeting and appointment calendar, managing emails and daily correspondence, providing basic secretarial duties, such as filing, copying, report preparation using Excel and Word, contract preparation, and year-end processing.
2. Process fiscal and business services Board agenda items for approval.
3. ~~Assist with~~ Preparation of requested reports, including PRA, program review data, analysis data, MIS Data, Federal and State reporting data and other reports as required.
4. Assist the Chief Business Officer in scheduling appointments, and arranging a variety of conferences, staff meetings, committee meetings, and other activities.
5. Take dictation, including confidential matters; prepare and type letters, purchase orders, memorandums, reports, and other correspondence.
6. Make appointments for Chief Business Officer, screen calls and refer to appropriate personnel.
7. Remain current in knowledge of County Office of Education Galaxy and DataTel Colleague systems.
8. Assist with collection of enrollment fees, tuition fees, ASG fees and other student-related fees using the cash register and post to student accounts in Datatel and report any issues as necessary to the appropriate department.
9. Assist with and maintain a variety of records and files that may include student, personnel, payroll, fiscal and other related records and files.
10. Assist with receiving and distribution of daily incoming mail, faxes and packages.
11. Assist with the inventory, collection and distribution of District's keys.
12. Maintains knowledge of policies, regulations, and operational procedures for HR, Payroll and Fiscal Services.
13. Provide administrative secretarial and office support to the Human Resources Manager.
14. Assist Human Resources with distributing and collecting pre-employment documents T.B. Test processing, NCOE updates, and external job postings.
15. Process student employment requests, verify eligibility and funding information, obtain appropriate approvals and process for board agenda.
16. Responds to inquiries regarding information about HR, Payroll and Fiscal Services.
17. Provide administrative secretarial and technical data entry support to the Payroll Benefits Coordinator, such as:
    a. Assist in organizing, preparing, monitoring and generating data entry requirements

for payroll for Administrative, Certificated, Classified and Student employees.

b. Assist with receiving, reviewing and verifying payroll data entry documents, time sheets/cards and reports for accuracy and adherence to legal mandates, policies and operational guidelines.

c. Assist with preparation and input of data for county processing; receive county data reports and process changes or corrections to Human Resource or Payroll data information in the Galaxy and DataTel systems.

d. Assist with organizing, preparing, monitoring, filling and entering all data related to employee Absence from Campus forms, generate reports for audit purposes, do year-end calculations and processing on all absence accounts for each eligible employee.

e. Assist with preparation of data adjustments to payroll in a timely manner, (i.e. overtime, salary changes, salary adjustment, etc.)

f. Assist employees with updating W-4/Federal Tax forms, DE-4/State Tax forms and direct deposit information.

g. Assist with providing the data entry and preparation for processing payments for all voluntary payroll deductions, such as CSEA/CTA union dues, voluntary insurances, TSA's, 125 plans, Foundation and the United Way.

18. Attend meetings and training workshops as required.
19. Performs other duties as required.

REQUIRED QUALIFICATIONS:

1. High School diploma or equivalent.
2. Three years progressing office leadership or related office experience.
3. Ability to communicate effectively orally and in writing.
4. Proven ability to deal with a diverse student and staff population.
5. Ability to pass the Clerical Skills Tests, including typing 40 wpm and Data Entry.
6. Experience working with a variety of computer programs including Word™ and Excel™
7. Physical ability to work effectively in an environment which is typical of this position.
8. Ability to maintain confidentiality.

PREFERRED QUALIFICATIONS:

1. A.A. degree or equivalent in office occupation.

CLASSIFICATION:

Classification 7 on the Classified Salary Schedule.

BENEFITS AND POSITION STATUS:

12 Month position - 8 hours per day - 40 hours per week
(evening and weekend duties may be assigned)
Bargaining unit position - regular fringe benefits as accorded per CSEA agreement.

REFERENCE: D - 25

ORDER OF ELECTION

of Palo Verde Community College District School District of Riverside County, California

RESOLUTION ORDERING CONSOLIDATED GOVERNING BOARD MEMBER BIENNIAL ELECTION, SPECIFICATIONS OF THE ELECTION ORDER, AND REQUEST FOR CONSOLIDATION

WHEREAS, Section 5300 of the Education Code states that school district elections shall be governed by the Elections Code; and

WHEREAS, Section 1302(b) of the Elections Code allows for a governing board election to be held biennially on the first Tuesday after the first Monday in November of each even-numbered year to fill the offices of governing board members whose terms expire on the first Friday of December next succeeding the election;

IT IS THEREFORE RESOLVED that, the County Superintendent of Schools of this county is hereby ordered to call an election for said purpose, and in accordance with the designations contained in the following specifications of the election order made under the authority of Education Code Section 5322;

IT IS FURTHER ORDERED that, pursuant to Education Code Section 5340 and Elections Code Section 1302(b)(3), the officer conducting the election shall cause said election to be consolidated with governing board elections being held on the same day by the school or community college district having area in common with this district.

The election shall be held on Tuesday, **November 6, 2012.**

The purpose of the election is to elect 2 member(s) of the governing board for a full term ending **December 8, 2016,** to the offices now held by the following members:

District is to select either option 1 or option 2

Option 1:

*** IT IS FURTHER RESOLVED THAT**, pursuant to Elections Code Section 13307, candidates requesting a Candidates Statement, limited to 200 words, printed and mailed to the voters, shall be required to pay the actual prorated cost thereof.

Option 2:

~~*** IT IS FURTHER RESOLVED THAT,** pursuant to Elections Code Section 13307, the governing board of _____ District shall bear the cost of printing and handling Candidates Statements, limited to 200 words, which are submitted for this election~~.

IT IS FURTHER ORDERED THAT, pursuant to Education Code Section 5322, the clerk of the district is hereby directed to furnish copies of this Order to the County Superintendent of Schools and the officer conducting this election not less than 123 days prior to the date of the election.

The foregoing Resolution and Order was adopted and affirmed by the governing board of Palo Verde Community College District of Riverside County, California, being the board authorized by law to make the designations contained therein, by a formal vote as follows:

Ayes: _____

Noes: _____

Absent: _____

_____ (Signed) _____

Date Clerk of said Governing Board

State of California)
ss
County of Riverside) Certification

I hereby certify that the foregoing is a full, true and correct transcript of a resolution duly adopted and affirmed by the Governing Board named therein at a duly constituted regular meeting of the Governing Board held on June 26, 2012 as it appears upon the minutes of said meeting.

_____ _____

Date Clerk of said Governing Board

ORDER OF ELECTION

of Palo Verde Community College District of San Bernardino County, California

RESOLUTION ORDERING CONSOLIDATED GOVERNING BOARD MEMBER BIENNIAL ELECTION, SPEC ELECTION ORDER, AND REQUEST FO

Sample for San Bernardino County

WHEREAS, Section 5300 of the Education Co elections shall be governed by the Elections Code; and

WHEREAS, Section 1302(b) of the Elections C election to be held biennially on the first Tuesday after t each even-numbered year to fill the offices of governing expire on the first Friday of December next succeeding t

IT IS THEREFORE RESOLVED that, the County Superintendent of Schools of this county is hereby ordered to call an election for said purpose, and in accordance with the designations contained in the following specifications of the election order made under the authority of Education Code Section 5322:

IT IS FURTHER ORDERED that, pursuant to Education Code Section 5340 and Elections Code Section 1302(b)(3), the officer conducting the election shall cause said election to be consolidated with governing board elections being held on the same day by the school or community college district having area in common with this district.

The election shall be held on Tuesday, **November 2, 2010.**

The purpose of the election is to elect one (1) member(s) of the governing board for a full term ending **December 5, 2014,** to the offices now held by the following members:

District is to select either option 1 or option 2

Option 1:

*** IT IS FURTHER RESOLVED THAT,** pursuant to Elections Code Section 13307, candidates requesting a Candidates Statement, limited to 200 words, printed and mailed to the voters, shall be required to pay the actual prorated cost thereof.

Option 2:

~~*** IT IS FURTHER RESOLVED THAT,** pursuant to Elections Code Section 13307, the governing board of _____ District shall bear the cost of printing and handling Candidates Statements, limited to 200 words, which are submitted for this election.~~

IT IS FURTHER ORDERED THAT, pursuant to Education Code Section 5322, the clerk of the district is hereby directed to furnish copies of this Order to the County Superintendent of Schools and the officer conducting this election not less than 123 days prior to the date of the election.

The foregoing Resolution and Order was adopted and affirmed by the governing board of Palo Verde Community College District of San Bernardino County, California, being the board authorized by law to make the designations contained therein, by a formal vote as follows:

Ayes:

Noes:

Absent:

June 24, 2010 (Signed)
Date Clerk of said Governing Board

State of California
vs
County of San Bernardino Certification

I hereby certify that the foregoing is a full, true and correct transcript of a resolution duly adopted and affirmed by the Governing Board named therein at a duly constituted regular meeting of the Governing Board held on June 24, 2010, as it appears upon the minutes of said meeting.

June 24, 2010
Date Clerk of said Governing Board

pc: Registrar of Voters