

# Victor Valley Community College District REGULAR MEETING OF THE BOARD OF TRUSTEES

Date: November 10, 2009

Place: Closed Session 5-6 p.m.: West Wing Conference Room Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

Regular Meeting 6 p.m.: Board Room Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

## AGENDA

*Board Room Victor Valley Community College*

1. **CALL TO ORDER** 5 p.m.  
**ROLL CALL**  
**PLEDGE OF ALLEGIANCE**  
**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA**  
**ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION**
  
2. **CLOSED SESSION** 5-6 p.m.
  - (a) **LIABILITY CLAIM-** Government Code Section 54956.95 – Claimant: Bryan Adams
  - (b) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – Government Code Section 54957  
Superintendent/President
  - (c) **CONFERENCE WITH LABOR NEGOTIATOR** – Government Code Section 54957.6  
District Representative: Robert Silverman, Superintendent/President  
  
Employee Organizations: CTA, AFT, CSEA

### **PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS**

**This is the opportunity for the public to address the Board on any of these Closed Session items. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. (Board Policy #2350)**

**RECESS TO CLOSED SESSION**

---

**BOARD OF TRUSTEES:** Dennis Henderson, Chris Mollenkamp, Donald Nelson, Joe Range, Angela Valles, ASB Member

---

## REGULAR MEETING AGENDA

Board Room Victor Valley Community College  
This meeting will be electronically recorded

3. **OPEN SESSION REGULAR MEETING**  
3.1 Closed Session Report

6 p.m.

### ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

#### PUBLIC COMMENTS RELATED TO AGENDA ITEMS

This is the opportunity for the public to address the Board on any agenda items. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. (Board Policy #2350)

#### 4. SUPERINTENDENT/PRESIDENT'S REPORT

- Faculty Senate

#### 5. CONSENT AGENDA

There will be no separate discussion on these items prior to the time the Board votes on them unless a Board member requests a specific item be removed from the Consent Agenda for discussion and a separate vote.

##### Approval of consent items.

YES \_\_\_ NO \_\_\_

- 5.1 Approval of the minutes of the October 13, 2009 regular Board meeting.

5.2 Agreement – Apple Valley Fire Protection District

Approval of the agreement between Victor Valley Community College District and Apple Valley Fire Protection District to provide maintenance of various fire apparatus. The period of this agreement is from November 12, 2009 through June 30, 2010. Fiscal Impact: Budgeted, \$15,000.00.

5.3 Child Development Training Consortium 2009-2010 Instructional Agreement 09-10-4536

Ratification of the agreement Victor Valley Community College District and Yosemite Community College district from September 1, 2009 through June 30, 2010. Fiscal Impact: \$11,250.00 income to the District.

5.4 Desert Valley Medical Transport, dba American Medical Response (AMR)

Ratification of an amendment to the agreement between Victor Valley Community College District and Desert Valley Medical Transport, dba American Medical Response (AMR) to provide medical services for various Victor Valley Community College football events. The period of this agreement is from September 5, 2009 through November 14, 2009. Fiscal Impact: Budgeted, \$1,125.00.

5.5 Agreement – Contract Education Services

Ratification of the Contract Education Services' agreement listed below. The contract was previously approved in May 2009 and has to be updated with the new business name provided from the instructor during the time of the previous contract. Fiscal Impact: \$4,736.00 Income to the district.

Vendor:	Income to the District
Traci Tompkins	\$2,750.00
City of La Habra Child Development	\$1,986.60
Total:	\$4,736.60

5.6 World Instructor Training Schools

Approval of an agreement between Victor Valley Community College District and World Instructor Training Schools to provide various fitness courses through Contract Education Services. The term of this agreement is effective November 11, 2009. Fiscal Impact: \$100.00 per student income to the district.

5.7 Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below to obtain a food handlers certification card by attending a two-hour class. Fiscal Impact: \$600.00 to the District.

Vendor:	Income to the District
China Buffet	\$ 300.00
Amvets	\$ 300.00
Total:	\$ 600.00

5.8 Agreement – Independent Contractor – George E. Mangum

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and George E. Mangum to provide sports performance training for athletics. The period of this agreement is from August 1, 2009 through June 30, 2010. Fiscal Impact: \$2,000.00 – Volleyball fundraiser.

5.9 Agreement – Independent Contractor – Jamie Beck – Baby Elephant Books

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Jamie Beck – Baby Elephant Books to provide "Major Malfunctions" college workshop to Upward Bound Math and Science participants at the October 17, 2009 Saturday Academy. The period of this agreement is October 17, 2009. Fiscal Impact: Budgeted \$350.00 – Upward Bound Math & Science.

5.10 Agreement – H&L Charter Co., Inc.

Approval of the agreement between Victor Valley Community College District and H&L Charter Co., Inc. to provide transportation services to students in GEAR UP partner schools to various educational and cultural activities. The period of the agreement is from November 10, 2009 through June 30, 2010. Fiscal Impact: Budgeted, \$12,500.00 – GEAR UP grant funds.

5.11 Agreement – Independent Contractor – Greg Ryan

Ratification of the Independent Contractor Agreement between Victor Valley Community College and Greg Ryan to complete and submit the 2008/2009 FISAP report that is due by October 1, 2009. The period of this agreement is from September 26, 2009 through October 1, 2009. Fiscal Impact: Budgeted, \$2000.00 (BFAP funds)

- 5.12 Agreement – Independent Contractor – Adele McClain  
Ratification of the Independent Contractor Agreement between Victor Valley Community College and Adele McClain to provide high school site coordination for the K16 Bridge Program Title V Coop Grant. The period of this agreement is from November 16, 2009 through May 1, 2010. Fiscal Impact: Budgeted. \$1,200.00, Title V Coop Grant.
- 5.13 Renewal - Library Online Database Subscriptions  
Approval of the renewal and purchase of online database subscriptions through the Community College Library Consortium to provide online database subscriptions to support academic research and student learn. The period of the agreement is January 1, 2010 through December 31, 2010. Fiscal Impact: Budgeted, \$15,300.18.
- 5.14 Amendment – SirsiDynix Software Services Agreement  
Ratification of an amendment to the agreement between Victor Valley Community College District and SirsiDynix to provide circulation online catalog and technical services processing. The period of the agreement is from October 8, 2009 through October 8, 2010. Fiscal Impact: None.
- 5.15 Agreement – Card Meter System, Inc.  
Approval of the agreement between Victor Valley Community College District and Card Meter System, Inc. to provide four (4) photo copy machines and card readers for student use in the main library at Victor Valley Community College. The period of this agreement is from November 11, 2009 through October 10, 2012. Fiscal Impact: None.
- 5.16 Renewal License – Iparadigms LLC  
Approval of the renewal license between Victor Valley Community College District and iParadigms LLC to access Turnitin.com. The period of this license is from November 14, 2009 through November 14, 2010. Fiscal Impact: Budgeted, \$10,618.72.
- 5.17 Agreement – KAVE Enterprise  
Approval of the agreement with KAVE Enterprise to provide an interim Financial Aid Director. The period of the agreement is through June 30, 2010. Fiscal Impact: \$10,000/month.
- 5.18 Academic Equivalency Request – Robert Smith - Athletics  
Approval of the equivalency as listed. Fiscal Impact: None
- 5.19 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.20 Foundation Donations  
Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$15,145.82 and transferred \$37,027.30 in student scholarships for a total cash contribution of \$52,373.12. The Foundation has also received and is transferring ownership of in-kind (non-cash) gifts valued at \$9,202. Total contributions from the Foundation for September 2009 are \$61,575.12 to the District.
- 5.21 Curriculum Changes  
Approval of the curriculum changes that have been recommended by the College Curriculum Committee. Fiscal Impact: None



- 5.22 Riverside Community College District – M.O.U.  
Ratification of a Memorandum of Understanding between Victor Valley Community College District and Riverside Community College District to facilitate and direct the implementation of a coordinated regional work plan. The term of the M.O.U. is from July 1, 2009 through June 30, 2010. Fiscal Impact: \$4,800.00 to the District.
- 5.23 Annual Financial and Budget Report (CCFS-311)  
Acceptance of the Annual Financial Budget Report (CCFS-311). Fiscal Impact: None

## ACTION AGENDA

### 6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda YES \_\_\_ NO \_\_\_

### 8. INSTRUCTION

- 8.1 Subcontract and Resolution – West Ed YES \_\_\_ NO \_\_\_  
Adoption of the resolution and acceptance of the agreement between Victor Valley Community College District and WestEd to implement specific activities as part of the Early Start Comprehensive System of Personnel Development and Resources' Project for the 2009-2010 fiscal year of the Child Development Department. Fiscal Impact: \$3,500.00 to the District.
- 8.2 Amendment #1 – Foundation for California Community Colleges YES \_\_\_ NO \_\_\_  
Adoption of the resolution and acceptance of the agreement between Victor Valley Community College District and Foundation for California Community Colleges to support the education and teacher licensing of CalWorks' recipients. The period of this agreement is from July 1, 2009 through June 30, 2010. Fiscal Impact: \$40,584.67 to the District.
- 8.3 Agreement – San Bernardino County Workforce Investment Board  
Welder Training YES \_\_\_ NO \_\_\_  
Acceptance of an agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in welding. Fiscal Impact: \$77,375.00 to the District.
- 8.4 Second Reading Board Policies – Chapter 4 and 5 YES \_\_\_ NO \_\_\_  
Approval of the Chapter 4 and 5 revised and new Board Policies.
- 8.5 Winter 2010 Credit/Contract Education Fee YES \_\_\_ NO \_\_\_  
Approval to provide courses to students while charging the minimum fee required to cover direct costs. Fiscal Impact: None
- 8.6 2010-2011 and 2011-2012 Academic Calendars YES \_\_\_ NO \_\_\_  
Approval of the 2010-2011 and 2011-2012 academic calendars.
- ### 10. ADMINISTRATIVE SERVICES
- 10.1 Award Contract – Carpet Replacement YES \_\_\_ NO \_\_\_  
Approval to award the contract to \_\_\_\_\_ in the amount of \_\_\_\_\_ for carpet replacement for the Student Activities Center and Liberal Arts Building. Fiscal Impact: \_\_\_\_\_ - Scheduled Maintenance State and District (50/50) – Auxiliary Services.

10.2 Award Contract – Roof Repairs

YES \_\_\_ NO \_\_\_

Approval to award the contract to RGSLA, Inc. in the amount of \$69,975.00 for roof repairs for the Student Activities Center and Liberal Arts Building. Fiscal Impact: \$69,975.00 - Scheduled Maintenance State and District (50/50) – Auxiliary Services.

10.3 Request to Hold a Public Hearing and Adopt of Resolution

YES \_\_\_ NO \_\_\_

- a) The Board president hereby declares the hearing open
- b) The public may now comment on the public hearing to consider adopting certain findings relating to a proposed Energy Services Contract for the purchase of a solar energy conservation facility.
- c) The board president hereby declares the hearing closed

Approval and authorize the Superintendent/President to conduct a “best value” section process and select from the short-listed firms, that firm that offers the best combination of price, technology, performance, and other criteria as determined by a selection committee. Fiscal Impact: Initial capital investment of approximately \$7M. Projected savings of \$22,108.949 over 25 years.

**12. INFORMATION/DISCUSSION**

12.1 Monthly Financial Reports

Submitted as an informational item.

**13. REPORTS (3 minute limit per report)**

The purpose of these reports is to inform the Board of Trustees regarding issues pertaining to those constituency groups.

13.1 Foundation

13.2 Employee Groups

- a) CTA
- b) CSEA
- a) AFT Part-Time Faculty United

**14. TRUSTEE COMMENTS**

- ASB

**15. Public Comments Related to Non-Agenda Items**

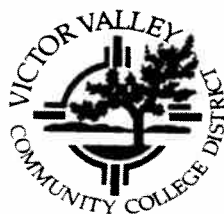
**PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS**

At this time, the Board of Trustees will listen to communication from the public on non-agendized items pertaining to college business. Each speaker is limited to one presentation per meeting on non-agendized matters. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. State law prohibits the Board from addressing any issues not included on the agenda. (Board Policy #2350)

**16. ADJOURNMENT**

YES \_\_\_ NO \_\_\_

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Jeffrey Holmes, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5849, (760) 245-4271, Ext. 2596, from 8:30 a.m. to 5:00 p.m., Monday through Friday, at least 48 hours prior to the meeting to make reasonable arrangements. Government Code Section 54954.2.



## Victor Valley Community College District REGULAR MEETING OF THE BOARD OF TRUSTEES MINUTES

Date: October 13, 2009

Place: Regular Meeting 6 p.m.: Board Room Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

### CALL TO ORDER

6:04 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on October 13, 2009 in the Board Room of the Administration building. Mr. Range, Board President called the meeting to order at 6:04 p.m.

**TRUSTEE ROLL CALL:** Present: Joe Range, Board President; Angela Valles, Vice President; Chris Mollenkamp, Clerk; Dennis Henderson, Trustee,

Absent: Don Nelson, Trustee

**MANAGEMENT PRESENT:** Dr. Robert Silverman, Superintendent/President, Dr. Christopher O'Hearn, Deputy Superintendent/Executive Vice President, Instruction Fusako Yokotobi, Vice President, Human Resources, GH Javaheripour, Vice President, Administrative Services and Annette McComas (Recorder)

### PLEDGE OF ALLEGIANCE

Mary Mazzola led the Pledge of Allegiance to the Flag.

**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA:** None

**PUBLIC COMMENTS RELATED TO AGENDA ITEMS:** Roderick Gray (5.5), Sheree Caldwell (10.4), James Leyba (10.4), Roderick Gray (10.4), Joseph Hourany (10.4), Sheree Caldwell (11.3), Rosalie Olguin (11.3), Margaret Kagy (11.3), Susana Jimenez (11.3), Roderick Gray (11.3), Sharon Wright (11.3), and Debra Blanchard (11.3)

#### 4. SUPERINTENDENT/PRESIDENT'S REPORT

- **Faculty Senate**

Debra Blanchard provided information on the Jack Kent transfer scholarship valued at \$30,000 where two students can be nominated. Additionally, she reported that the Faculty Senate recently passed an academic senate resolution addressing academic freedom and censorship. She asked that the Board of Trustees direct the administration to stop the censorship and restore academic freedom by keeping the Information Technology Department out of instruction.

---

**BOARD OF TRUSTEES:** Dennis Henderson, Chris Mollenkamp, Donald Nelson, Joe Range, Angela Valles, ASB Member

---

- **Overview of Budget-**

Dr. Silverman said that the majority of his report will be dedicated to the budget. There are several groups to thank for their involvement in establishing a balanced budget. He especially wanted to thank the budget team GH Javaheripour, Mary Pringle and Deedee Orta for their hard work. Dr. Silverman reported that we have a balanced budget which must be passed to remain in business with a 5% reserve as a requirement. Property values are going down and as a result of that we receive less and less money. The general fund was cut by \$1.6M with categorical funds being cut by 30%. Alternative revenues sources are being explored with a possible community education program offered during the winter term. It is important that we are more self reliant, reduce dependency on the state, be proactive and entrepreneurial.

Dr. Javaheripour, Vice President, Administrative Services, provided an update on the budget assumptions that were presented to the board in February and June assisted in the development of the 2009/10 budget. The presentation will focus primarily on the general fund. As the state's financial constraints have been identified, the assumptions that were presented in February and June have been adjusted to fit the criteria that was delegated from the Chancellor's Office. A balanced budget was developed with a minimum of 5% reserves. As a result of meeting over 10,000 FTES in 2008/09 the college received an additional \$1.1M in base funding. This base funding will continue through the year 2012 however, during that year the college must remain at 10,000 FTES for the year 2013 to be able to receive the same funding in 2013. The salaries and operational expenses of Title V Independent grant was incorporated into the budget based on the requirements of the grant. OPEB liability will be funded as well as the cost of SERP I & II.

Ms. Tashima spoke on behalf of the management team and announced that the management group has unanimously agreed to make a voluntary contribution to the library which will begin November 2009 and continue until June 2010. These funds will backfill approximately 1/3 to 1/2 of the state budget cuts to the library. By giving in this manner, we feel we can directly impact our students and continue to enhance student learning.

Ms. Yokotobi, Vice President Human Resources, provided an update as the result of the direction from the Board of Trustees in August 2009 authorizing the elimination of the 14 categorically funded positions. The intent was to minimize that number. The process that took place was the positions were identified (due to the statewide budget cuts in the categorically funded programs), there was a review of the individual programs and services to the students. The Early Retirement Incentive will provide a savings of approximately \$4M over the next 4-5 years with 17 applications submitted.

Dr. O'Hearn, Deputy Superintendent, Executive Vice President addressed what affect the loss has on how we do business which will require some sort of reorganization.

**5. CONSENT AGENDA**

It was MSC (Mollenkamp/Henderson, 4-0, Nelson absent) to approve the consent items in one motion with items 5.3, 5.5, and 5.6 pulled for separate discussion by Trustee Valles.

5.1 Approval of the minutes of the September 8, 2009 regular Board meeting.

5.2 Agreement – Transition Management Solutions by Outplacing.com

Approval of the agreement between Victor Valley Community College District and Outplacing.com to provide career transition assistance to employees who have been impacted by layoffs. Fiscal Impact: Not to exceed \$3,750.00

5.3 Agreement – Mike Brown Grandstands, Inc.

Ratification of the agreement between Victor Valley Community College District and Mike Brown Grandstands, Inc to provide temporary rental equipment for athletics from September 01, 2009 through November 17, 2009. Fiscal Impact: Budgeted, \$12,638.00.

5.4 Overnight Student Travel

Approval for the Alpha Phi Gamma Chapter of Phi Theta Kappa to travel to San Diego, CA to attend the Nevada/California 2009 Regional Honors' Leadership Conference from November 20, 2009 through November 22, 2009. Fiscal Impact: \$1,110.00, funded by the Associated Student Body.

5.5 Out of State – Student Travel

Approval for Associated Student Body representatives to travel to Washington, D.C. to attend the National Student Advocacy and Leadership Fall Conference from October 23, 2009 through October 27, 2009. Fiscal Impact: Budgeted, \$10,000.00 – funded by the Associated Student Body.

5.6 Agreements – Independent Contractor – Ebmeyer Charter and Tour

Ratification of the Independent Contractor Agreements between Victor Valley Community College District and Ebmeyer Charter and Tour to provide transportation services to registered students at Victor Valley Community College, Group Leader, and Director of Athletics for various sports. Fiscal Impact: Budgeted, \$22,046.50 Associated Student Body Funds.

Vendor:	Sport:	Leave Date:	Return Date:	Budgeted: ASB Funds
Ebmeyer Charter and Tour	Men's and Women's Soccer	08/27/09	08/27/09	\$1,579.50
Ebmeyer Charter and Tour	Men's and Women's Soccer	09/03/09	09/06/09	\$5,495.00
Ebmeyer Charter and Tour	Men's and Women's Soccer	09/15/09	09/15/09	\$1,046.00
Ebmeyer Charter and Tour	Men's and Women's Soccer	09/25/09	09/25/09	\$1,046.00
Ebmeyer Charter and Tour	Men's and Women's Soccer	10/23/09	10/23/09	\$1,046.00
Ebmeyer Charter and Tour	Men's and Women's Soccer	10/30/09	10/30/09	\$ 899.00
Ebmeyer Charter and Tour	Men's and Women's Soccer	10/13/09	10/13/09	\$ 975.00
Ebmeyer Charter and Tour	Football	09/12/09	09/12/09	\$2,140.00
Ebmeyer Charter and Tour	Football	09/26/09	09/26/09	\$1,700.00
Ebmeyer Charter and Tour	Football	10/03/09	10/03/09	\$1,790.00
Ebmeyer Charter and Tour	Football	10/24/09	10/25/09	\$2,540.00
Ebmeyer Charter and Tour	Football	11/07/09	11/07/09	\$1,790.00
Total:				\$22,046.50

5.7 Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below to obtain a food handlers certification card by attending a two-hour class. Fiscal Impact: \$900.00 to the District.

Vendor:	Income to the District
Sultana High School	\$300.00
Valentini Pizza	\$300.00
Woodgrill Buffet	\$300.00
Total:	\$900.00

5.8 Agreement – Contract Education Services

Approval of the Contract Education Services' agreements listed below. Fiscal Impact: \$2,000.00 Income to the District.

Vendor:	Income to the District
Marshall Reddick Seminars	\$2,000.00
Total:	\$2,000.00

5.9 Renewal Agreement – Independent Contractor – John Tonyan

Ratification of the Independent Contractor renewal Agreement between Victor Valley Community College District and John Tonyan to provide tuning, services and repair of department pianos including the Performing Arts Center. The period of this agreement is from July 1, 2009 through June 1, 2010. Fiscal Impact: Budgeted, \$3,400.00, Music Department.

5.10 Renewal Agreement – Apple Valley Fire Protection District

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Apple Valley Fire Protection District to establish terms and conditions for the District's students' participation in Emergency Medical Technician and Emergency Medical Technician Paramedic Programs. This agreement is effective September 1, 2009. Fiscal Impact: None

5.11 Affiliation Agreement – Loma Linda University Medical Center

Approval of an affiliation agreement between Victor Valley Community College District and Loma Linda University Medical Center to provide clinical learning facilities for health sciences programs. The period of this agreement is November 1, 2009 through November 1, 2010. Fiscal Impact: None

5.12 Ratification of Renewal Agreements – Off Campus Locations

Renewal lease agreement with the schools listed to provide classroom space for the fall 2009 semester. Fiscal Impact: Not to exceed \$11,000.00.

5.13 Agreement – Frick, Frick & Jette Architects, Inc.

Ratification of the agreement between Victor Valley Community College District and Frick, Frick & Jette Architects, Inc. to provide architectural and project management services necessary to certify the Child Development Center modular buildings and the lower portables. Fiscal Impact: Not to exceed \$28,800.00, Fund 71 expenditure.

5.14 Agreement – CHJ, Inc.

Ratification of the agreement between Victor Valley Community College District and CHJ, Inc. Inc. to provide materials testing and inspection services necessary to certify the Child Development Center modular buildings and the lower portables. Fiscal Impact: Not to exceed \$10,000.00, Fund 71 expenditure.

5.15 Agreement for Additional Services – Spencer/Hoskins Associates

Ratification of the agreement between Victor Valley Community College District and Spencer/Hoskins Associates to increase the amount of the existing purchase order to include the balance of the cost for services for the Seismic Replacement Auxiliary Gymnasium. Fiscal Impact: \$4,620.00, Fund 71 expenditure.

- 5.16 Agreement Tri-Valley Inspections, Inc.  
Ratification of the agreement between Victor Valley Community College District and Tri-Valley Inspections to provide Department of State Architect (DSA) inspection services necessary to certify the Child Development Center modular buildings and the lower portables. Fiscal Impact: \$20,000.00. Fund 71 expenditure.
- 5.17 Renewal Lease Agreement – Class Leasing, Inc.  
Ratification of the renewal agreement between Victor Valley Community College District and Class Leasing, Inc. for one (1) 24x40 relocatable classroom for anticipated classroom usage. This lease agreement is for the period of one year, commencing July 2, 2009 and ending July 1, 2010. Fiscal Impact: \$5,496.00, Administrative Services budget expenditure.
- 5.18 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.19 Agreement – Identix, Inc.  
Ratification of the agreement between Victor Valley Community College District and Identix, Inc. to provide maintenance services for the Live Scan fingerprinting machine. Maintenance for the period of September 1, 2009 through August 31, 2010. Fiscal Impact: Budgeted item, \$2,740.00.
- 5.20 Renewal Agreement – Sybase iAnywhere Solutions, Inc.  
Ratification of the renewal agreement between Victor Valley Community College District and iAnywhere Solutions, Inc. to provide support for the SQL Anywhere software program. Renewal is for the period of October 19, 2009 through October 18, 2010. Fiscal Impact: Budgeted, \$519.00.
- 5.21 Correction to the June 9, 2009 Minutes  
Approval of the corrected June 9, 2009 minutes that were approved by a unanimous vote at the July 14, 2009 board meeting. Showing agenda item 11.4 did receive a unanimous vote of 4-0. Fiscal Impact: None
- 5.22 Approval of Academic Equivalency Request – Michael E. Ray - English  
Approval of the equivalency request for Michael E. Ray. Fiscal Impact: None
- 5.23 Agreement – Independent Contractor Agreement – Dr. Chester Tolson  
Ratification of the agreement between Victor Valley Community College District and Dr. Chester Tolson to conduct a fundraising campaign feasibility study. The period of this agreement is October 1, 2009 through January 31, 2010. Fiscal Impact: \$5,000.00 from the District General Fund (\$2,500.00 to be reimbursed to the District by VVC Foundation).

## **ACTION AGENDA**

### **6. BOARD OF TRUSTEES**

#### **6.1 Separate approval of items pulled from consent agenda**

- 5.3 Agreement – Mike Brown Grandstands, Inc.  
It was MSC (Valles/Henderson, 3-1 Valles, No, Nelson, absent) to ratify of the agreement between Victor Valley Community College District and Mike Brown Grandstands, Inc to provide temporary rental equipment for athletics from September 01, 2009 through November 17, 2009. Fiscal Impact: Budgeted, \$12,638.00. Angela had a concern where the money comes from



5.5 Out of State – Student Travel

It was MSC (Valles/Henderson, 4-0, Nelson absent) to approve the student travel of Associated Student Body representatives to travel to Washington, D.C. to attend the National Student Advocacy and Leadership Fall Conference from October 23, 2009 through October 27, 2009. Fiscal Impact: Budgeted, \$10,000.00 – funded by the Associated Student Body.

5.6 Agreements – Independent Contractor – Ebmeyer Charter and Tour

It was MSC (Henderson/Mollenkamp, 4-0, Nelson absent) to ratify the Independent Contractor Agreements between Victor Valley Community College District and Ebmeyer Charter and Tour to provide transportation services to registered students at Victor Valley Community College, Group Leader, and Director of Athletics for various sports. Fiscal Impact: Budgeted, \$22,046.50 Associated Student Body Funds.

Vendor:	Sport:	Leave Date:	Return Date:	Budgeted: ASB Funds
Ebmeyer Charter and Tour	Men's and Women's Soccer	08/27/09	08/27/09	\$1,579.50
Ebmeyer Charter and Tour	Men's and Women's Soccer	09/03/09	09/06/09	\$5,495.00
Ebmeyer Charter and Tour	Men's and Women's Soccer	09/15/09	09/15/09	\$1,046.00
Ebmeyer Charter and Tour	Men's and Women's Soccer	09/25/09	09/25/09	\$1,046.00
Ebmeyer Charter and Tour	Men's and Women's Soccer	10/23/09	10/23/09	\$1,046.00
Ebmeyer Charter and Tour	Men's and Women's Soccer	10/30/09	10/30/09	\$ 899.00
Ebmeyer Charter and Tour	Men's and Women's Soccer	10/13/09	10/13/09	\$ 975.00
Ebmeyer Charter and Tour	Football	09/12/09	09/12/09	2,140.00
Ebmeyer Charter and Tour	Football	09/26/09	09/26/09	\$1,700.00
Ebmeyer Charter and Tour	Football	10/03/09	10/03/09	\$1,790.00
Ebmeyer Charter and Tour	Football	10/24/09	10/25/09	\$2,540.00
Ebmeyer Charter and Tour	Football	11/07/09	11/07/09	\$1,790.00
Total:				\$22,046.50

**8. INSTRUCTION**

8.1 Boston Reed College – Memorandum of Understanding

It was MSC (Henderson/Mollenkamp, 4-0, Nelson absent) to ratify the Memorandum of Understanding between Victor Valley Community College District and Boston Reed College. The Memorandum of Understanding is effective September 9, 2009. Fiscal Impact: \$500.00 per student to the District.

**10. ADMINISTRATIVE SERVICES**

10.1 Foundation Donations

It was MSC (Mollenkamp/Henderson, 4-0, Nelson absent) to accept the donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash donations to specific funds and scholarships as listed for Victor Valley College \$10,973.79 in-kind cash donations, \$238,370.43 in scholarships, for a total amount of \$249,344.22. In addition the Foundation has also received property donations as listed. These donations are for the period ending August 2009. Fiscal Impact: None

10.2 Public Hearing - Canceled

It was MSC (Mollenkamp/Henderson, 4-0, Nelson absent) to cancel the Public Hearing on the award of an Alternative Energy Services Contract with Cate Street Capital, its partner Sol Focus, Inc. and Victor Valley Community College District. The Board of Trustees no longer intends to award an alternative energy services contract at this time. Fiscal Impact: None



10.3 Draw Down of Funds from the Guaranteed Investment Contract (GIC)

It was MSC (Henderson/Mollenkamp, 4-0, Nelson absent) to approve to draw down funds from the Guaranteed Investment Contract for the General Fund in an amount not to exceed \$5,900,000.00 during fiscal year 2009-10. Fiscal Impact: \$5,900,000.00

10.4 Public Hearing and Adoption of the 2009-2010 Budget

The Board president declared the hearing open. Public comments on the initial 2009-2010 budget proposal were made by Margaret Kagy, Sharon Wright, Sheree Caldwell, and James Leyba. Following the public comments the Board president declared the public hearing closed.

It was MSC (Henderson/Mollenkamp, 3-1, Valles, No, Nelson absent) to adopt the 2009-2010 budget.

**11. HUMAN RESOURCES**

11.1 Public Hearing for District Initial Negotiations Proposal to AFT-PTFU

The Board president declared the hearing open, hearing no comments on the initial negotiations proposal; the Board president declared the hearing closed. Fiscal Impact: None

11.2 New Classified Job Description and Position – Office Assistant

It was MSC (Valles/Henderson, 4-0, Nelson absent) to approve the new classified position, job description and placement on the Classified Salary Schedule effective October 14, 2009. Fiscal Impact: Level 10 on the Classified Salary Schedule, \$2,919 per month plus benefits, categorical funding anticipated through December 2010.

11.3 Further Notification Regarding Resolution #09-08

It was MSC (Mollenkamp/Range, 3-1, Valles, No, Nelson absent) to approve the notice given to employees affected by layoff; one employee submitted updated qualifications that allowed that individual to maintain seniority in the current classification. Due to displacement rights another employee must be notified. Therefore, notice of lay-off due to lack of work, effective November 30, 2009 shall be given.

**12. INFORMATION/DISCUSSION**

12.1 Board Policies - First Reading

Chapter 4 – Instruction  
Chapter 5 – Student Services  
Submitted as informational item

**13. REPORTS (3 minute limit per report)**

The purpose of these reports is to inform the Board of Trustees regarding issues pertaining to those constituency groups.

13.1 Foundation

Ginger Ontiveros

13.2 Employee Groups

a) CTA

Michael Butros asked statement officially in the minutes. Regarding no discussion of any layoffs they were involved in.

b) CSEA

Margaret Kagy

c) AFT Part-Time Faculty United

Valerie Frangelica

**14. TRUSTEE COMMENTS**

• ASB

Mary Mazzola reported on student activities. Trustee Valles thanked the individuals that have been laid off for their hard work and apologized to them in losing their jobs. As a good gesture she announced that she would forfeit her monthly salary of \$240 and invited the other board members to join her in giving back. Mr. Range said that the board members have a fiduciary responsibility to approve a balanced budget.

Break: 9:01 p.m.

Reconvene: 9:06 p.m.

**15. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS:** Margaret Kagy, Jacquelin Harrington,

**16. ADJOURNMENT**

It was MSC (Mollenkamp./Henderson, 4-0 Nelson absent) to adjourn the meeting at 9:13 p.m.

\_\_\_\_\_  
Chris Mollenkamp, Clerk


\_\_\_\_\_  
Date Approved

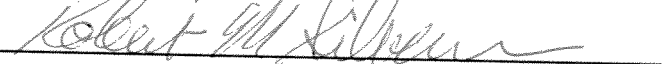
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – APPLE VALLEY FIRE PROTECTION DISTRICT

SUBMITTED BY: Patricia Luther, Health Sciences & Public Safety

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

**Description/Background:**

The District desires to approve an agreement between Victor Valley Community College District and Apple Valley Fire Protection District. The period of this agreement is from November 12, 2009, through June 30, 2010.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This agreement is to provide maintenance of various fire apparatus.

**Fiscal Impact:** Budgeted - \$15,000.00

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community College District and Apple Valley Fire Protection District. The period of this agreement is from November 12, 2009, through June 30, 2010.

Legal Review: YES  NOT APPLICABLE


Reference for Agenda: YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: CHILD DEVELOPMENT TRAINING CONSORTIUM 2009-2010  
INSTRUCTIONAL AGREEMENT 09 – 10 - 4536

SUBMITTED BY: Lori Kildal, STEM

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

**Description/Background:**

The District desires to ratify an agreement between Victor Valley Community College District and Yosemite Community College district from September 01, 2009, through June 30, 2010 to earn \$11,250.00 by generating up to 450 units of college credits enrolling students in courses required by the California Commission on Teacher Credentialing for permits.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This agreement will benefit students who are currently employed in an early childhood setting, encouraging them to come back to school to further their education and increase their skills. By assisting them in their tuition costs and textbook expenses, these students are more readily about to attend the college.

**Fiscal Impact:** \$11,250.00 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and Yosemite Community College district from September 01, 2009, through June 30, 2010.

Legal Review: YES  NOT APPLICABLE


Reference for Agenda: YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** DESERT VALLEY MEDICAL TRANSPORT, dba  
AMERICAN MEDICAL RESPONSE (AMR)

**SUBMITTED BY:** Jaye Tashima, Athletics

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to ratify an agreement between Victor Valley Community College District and Desert Valley Medical Transport, dba American Medical Response (AMR). The period of this agreement is from September 05, 2009, through November 14, 2009.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

The vendor will provide medical standby services for various Victor Valley Community College football events.

**Fiscal Impact:** Budgeted - \$1,125.00

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and Desert Valley Medical Transport, dba American Medical Response (AMR). The period of this agreement is from September 05, 2009, through November 14, 2009.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** AGREEMENT - CONTRACT EDUCATION SERVICES

**SUBMITTED BY:** Debbie Potts, Contract Education

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to ratify the Contract Education Service agreement listed below that is being offered in the Contract Education Department. The contract was previously approved in May 2009 and has to be updated with the new business name provided from the instructor during the time of the previous contract.

A copy of the original agreement is available for review in the Superintendent/President's office.

Vendor:	Income to the District
Traci Tompkins	\$2,750.00
City of La Habra Child Development	\$1,986.60
Total:	\$4,736.60

**Need:**

The vendor will provide various workshops through Contract Education Services.

**Fiscal Impact:** \$4,736.60 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the Contract Education Service agreement listed above that is being offered in the Contract Education Department.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT** \_\_\_ **BOARD ACTION** \_\_\_ **BOARD INFORMATION (no action required)** \_\_\_

**TOPIC:** WORLD INSTRUCTOR TRAINING SCHOOLS

**SUBMITTED BY:** Debbie Potts, Contract Education

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to approve an agreement between Victor Valley Community College District and World Instructor Training Schools. The term of this agreement is effective November 11, 2009.

**Need:**

The vendor will provide various fitness courses through Contract Education Services.

**Fiscal Impact:** \$100.00 per student to the District

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Victor Valley Community College District and World Instructor Training Schools. The term of this agreement is effective November 11, 2009.

**Legal Review:** YES X NOT APPLICABLE \_\_\_


**Reference for Agenda:** YES \_\_\_ NO \_\_\_

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENTS - CONTRACT EDUCATION SERVICES

**SUBMITTED BY:** Debbie Potts, Contract Education

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to approve the Contract Education Services' agreements listed below for the courses offered in the Contract Education Department.

Copies of the original agreements are available for review in the Superintendent/President's office.

Vendor:	Income to the District
China Buffet	\$300.00
Amvets	\$300.00
Total:	\$600.00

**Need:**

Anyone handling food in San Bernardino County is required to obtain a food handlers certification card by attending a two-hour class.

**Fiscal Impact:** \$600.00 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve the Contract Education Services' agreements listed above for the courses offered in the Contract Education department.


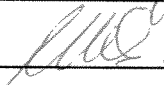
**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT – INDEPENDENT CONTRACTOR  
**SUBMITTED BY:** Jaye Tashima, Athletics  
**RECOMMENDED BY:** Christopher O’Hearn   
**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and George E. Mangum. The period of this agreement is from August 01, 2009, through June 30, 2010.

A copy of the original agreement is available for review in the Superintendent/President’s office.

**Need:**

The Independent Contractor Agreement is for sports performance training for Athletics.

**Fiscal Impact:** \$2,000.00 – Volleyball Fundraiser

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and George E. Mangum. The period of this agreement is from August 01, 2009, through June 30, 2010.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR

SUBMITTED BY: Jessica Diaz, Upward Bound Math & Science

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

**Description/Background:**

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Jamie Beck – Baby Elephant Books. The period of this agreement is October 17, 2009.

A copy of this agreement is available for review in the Superintendent/President's office.

**Need:**

The Independent Contractor Agreement is to provide "Major Malfunctions" college workshop to Upward Bound Math and Science participants at the October 17, 2009 Saturday Academy.

**Fiscal Impact:** Budgeted - \$350.00 – Upward Bound Math & Science



**Recommended Action:** It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Jamie Beck – Baby Elephant Books. The period of this agreement is October 17, 2009.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – H & L CHARTER CO., INC.  
SUBMITTED BY: Patricia Bejarano-Vera, GEAR UP  
RECOMMENDED BY: Christopher O’Hearn   
APPROVED BY: Robert Silverman 

**Description/Background:**

The District desires to approve an agreement between Victor Valley Community College District and H & L Charter Co., Inc. The period of the agreement is from November 10, 2009, through June 30, 2010.

A copy of this agreement is available for review in the Superintendent/President’s office.

**Need:**

The agreement is to provide transportation services to students in GEAR UP partner schools to various educational and cultural activities.

**Fiscal Impact:** Budgeted – \$12,500.00 – GEAR UP

**Recommended Action:**


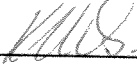
It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Victor Valley Community College District and H & L Charter Co., Inc. The period of the agreement is from November 10, 2009, through June 30, 2010.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR  
SUBMITTED BY: Christopher O'Hearn, Instruction and Student Services  
RECOMMENDED BY: Christopher O'Hearn   
APPROVED BY: Robert Silverman 

**Description/Background:**

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Greg Ryan. The period of this agreement is from September 26, 2009, through October 01, 2009.

A copy of this agreement is available for review in the Superintendent/President's office.

**Need:**

The Independent Contractor Agreement is to complete and submit the 2008/2009 FISAP report that is due by October 01, 2009.

**Fiscal Impact:** Budgeted - \$2,000.00 – BFAP



**Recommended Action:** It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Greg Ryan. The period of this agreement is from September 26, 2009, through October 01, 2009.

Legal Review: YES \_\_\_ NOT APPLICABLE X

Reference for Agenda: YES \_\_\_ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT – INDEPENDENT CONTRACTOR  
**SUBMITTED BY:** Patricia Bejarano-Vera, Student Services  
**RECOMMENDED BY:** Christopher O'Hearn   
**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Adele McClain. The period of this agreement is from November 16, 2009, through May 01, 2010.

A copy of this agreement is available for review in the Superintendent/President's office.

**Need:**

The Independent Contractor Agreement is to provide high school site coordination for the K16 Bridge Program Title V Coop Grant.

**Fiscal Impact:** Budgeted - \$1,200.00 – Title V Coop Grant

**Recommended Action:** It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Adele McClain. The period of this agreement is from November 16, 2009, through May 01, 2010.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT** \_\_\_ **BOARD ACTION** \_\_\_ **BOARD INFORMATION (no action required)** \_\_\_

**TOPIC:** LIBRARY ONLINE DATABASE SUBSCRIPTIONS

**SUBMITTED BY:** Leslie Huiner, Library

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to approve the renewal and purchase of online database subscriptions through the Community College Library Consortium for the period of January 01, 2010, through December 31, 2010. The online databases are: Gale – Opposing Viewpoint Resource Center Unlimited, ProQuest – Biology Journals without Research Library Complete, R.R. Bowker – Books in Print (BIP) with Reviews, and NewsBank – Access World News (renewal).

**Need:**

The library provides access to online database subscriptions to support academic research and student learning.

**Fiscal Impact:** Budgeted – \$15,300.18

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees approve the renewal and purchase of online database subscriptions through the Community College Library Consortium for the period of January 01, 2010, through December 31, 2010. The online databases are: CQ Press – CQ Researcher, Lexis Nexis – Academic, and NewsBank – Access UN.

**Legal Review:** YES \_\_\_ NOT APPLICABLE X \_\_\_


**Reference for Agenda:** YES \_\_\_ NO \_\_\_


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT X BOARD ACTION    BOARD INFORMATION (no action required)   

TOPIC: AMENDMENT – SIRSIDYNIX SOFTWARE SERVICE AGREEMENT

SUBMITTED BY: John Akins, Library

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

**Description/Background:**

The District desires to ratify an amendment to a software service agreement between Victor Valley Community College District and SirsiDynix. The original software service agreement was effective September 12, 1996. The period of the agreement is from October 08, 2009, through October 08, 2010 and shall be automatically renewed for successive one year periods unless notice of non-renewal is received by either party from the other not less than (30) days prior to the expiration of the agreement.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

The agreement is an automated system to provide circulation online catalog and technical service processing.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify an amendment to a software service agreement between Victor Valley Community College District and SirsiDynix. The period of the agreement is from October 08, 2009, through October 08, 2010 and shall be automatically renewed for successive one year periods unless notice of non-renewal is received by either party from the other not less than (30) days prior to the expiration of the agreement.

Legal Review: YES X NOT APPLICABLE   


Reference for Agenda: YES    NO X

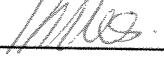
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: AGREEMENT – CARD METER SYSTEM, INCORPORATED

SUBMITTED BY: John Akins, Library

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

**Description/Background:**

The District desires to approve an agreement between Victor Valley Community College District and Card Meter System, Incorporated. The period of this agreement is from November 11, 2009, through October 10, 2012. Card Meter System or Victor Valley Community College District may terminate this agreement by providing a 60 day notice to either party. Upon termination, both parties agree to pay each other any pending charges.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This agreement is to provide four (4) photo copy machines and card readers for student use in the main library at Victor Valley Community College.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Victor Valley Community College District and Card Meter System, Incorporated. The period of this agreement is from November 11, 2009, through October 10, 2012.

Legal Review: YES X NOT APPLICABLE \_\_\_

Reference for Agenda: YES \_\_\_ NO X





VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: RENEWAL LICENSE – IPARADIGMS LLC

SUBMITTED BY: Christopher O'Hearn

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

**Description/Background:**

The District desires to renew the Victor Valley Community College license with iParadigms LLC to access Turnitin.Com. The license is from November 14, 2009, through November 14, 2010.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This license will provide plagiarism prevention.

**Fiscal Impact:** Budgeted - \$10,618.72

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees renew the Victor Valley Community College license with iParadigms LLC to access Turnitin.Com. The license is from November 14, 2009, through November 14, 2010.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: AGREEMENT—KAVE Enterprises  
SUBMITTED BY: Fusako Yokotobi  
RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*  
APPROVED BY: Robert Silverman *RS*

**Description/Background:**

The district wishes to use an independent contractor as interim financial aid director through June 30, 2010.

A copy of the original agreement is available for review in the office of the superintendent/president.

**Need:**

The financial aid director position is vacant.

**Fiscal Impact:**

Expenditure: \$10,000/month

**Recommended Action:**

It is recommended that the Board of Trustees approve the agreement for interim financial aid director services provided by KAVE Enterprises through June 30, 2010, not to exceed \$10,000/month.

**Legal Review:** YES \_\_\_ NOT APPLICABLE X \_\_\_

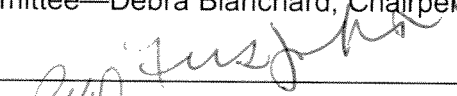
**Reference for Agenda:** YES \_\_\_ NO X \_\_\_


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

**SUBMITTED BY:** Equivalency Committee—Debra Blanchard, Chairperson

**RECOMMENDED BY:** Fusako Yokotobi 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The equivalency listed below has been approved by the appropriate department, division dean, and Academic Senate for the disciplines indicated.

Robert Smith  
Athletics

**EQUIVALENCY**

Meets requirements under work experience, Victor Valley equivalency policy. A minimum of fifteen (15) years of work experience in the field is required. Henceforth, the equivalency applies for the discipline listed.

**Need:**

To establish that the minimum standards for equivalency have been met.

**Fiscal Impact:**

None

**Recommended Action:**

It is recommended that the board approve the equivalency as listed.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

**Description/Background:**

Each month the District expends funds to conduct its operations and makes this information available to the Board of Trustees. This report reflects grouped expenditures (batches) for each fund. The details for these expenditures are available for review by the Board members in the Fiscal Services Department.

A copy of the original payment report is available for review in the Superintendent/President's office.

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board of Trustees approve the Board of Trustees Payments Report.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, NOVEMBER 10, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 210	\$ 261.00					
BATCH 211	\$ 1,209.05					
BATCH 212	\$ 4,663.23					
BATCH 213	\$ 6,341.00					
BATCH 214	\$ 1,497.76					
BATCH 214A	\$ 23,332.88					
BATCH 215	\$ 19,868.00					
BATCH 216	\$ 637.50					
BATCH 217						
BATCH 218	\$ 8,005.36					\$ 11,043.62
BATCH 219	\$ 52,401.62					
BATCH 220	\$ 53,911.25					
BATCH 220A	\$ 9,500.00					
BATCH 221	\$ 10,416.44					
BATCH 221A	\$ 2,718.30					
BATCH 222	\$ 5,179.50					
BATCH 223	\$ 7,398.23					
BATCH 224	\$ 7,602.25					
BATCH 225	\$ 2,273.61					
BATCH 226	\$ 0.40					
BATCH 227	\$ 24,280.65					
BATCH 227A	\$ 2,165.00					
BATCH 228	\$ 21,535.79					
BATCH 229	\$ 674.11					
BATCH 230	\$ 27,482.02					
BATCH 231 VOIDED						
BATCH 231A	\$ 70,570.00					
BATCH 232	\$ 18,280.12					
BATCH 232A	\$ 68,663.74					
BATCH 233	\$ 28,488.28					
BATCH 233A	\$ 4,131.09					
BATCH 234 VOIDED						
BATCH 234A	\$ 2,200.00					
BATCH 235	\$ 36,348.04					
BATCH 236	\$ 1,512.76					

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, NOVEMBER 10, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 237	\$ 790.12					
BATCH 238	\$ 2,207.00					
BATCH 239	\$ 13,266.00					
BATCH 240			\$ 6,189.55			
BATCH 241	\$ 4,957.25					
BATCH 242						
BATCH 243	\$ 30,737.19				2828.15	
BATCH 244	\$ 30,067.18					
BATCH 244A	\$ 24,999.15					
BATCH 245 VOIDED						
BATCH 245A	\$ 33,100.00					
BATCH 246	\$ 1,805.59					
BATCH 247 VOIDED						
BATCH 247A	\$ 55,271.00					
BATCH 248	\$ 15,169.27					
BATCH 249		\$86.98				
BATCH 250						
BATCH 250A						
BATCH 251	\$ 1,078.47				\$439.85	
BATCH 252	\$ 282.15				\$8,087.50	
BATCH 253	\$ 500.00				\$640.50	
BATCH 254	\$ 3,750.00					
BATCH 254A	\$ 3,517.07					
BATCH 255	\$ 2,594.66					
BATCH 256	\$ 277.00					
BATCH 257	\$ 9,266.83					
BATCH 258	\$ 2,781.50					
BATCH 258A	\$ 11,921.49					
BATCH 259	\$ 4,225.00					
BATCH 259A	\$ 4,251.00					
BATCH 260	\$ 31,249.66					
BATCH 261	\$ 16,602.34					
BATCH 261A	\$ 680.59					
BATCH 262	\$ 24.57					
BATCH 263						
BATCH 264 CONTAINS NO BATCH			\$ 154.00			
BATCH 265						

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, NOVEMBER 10, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 266 CONTAINS NO BATCH						
BATCH 267	\$ 106.00					
BATCH 268	\$ 482.00					
BATCH 269	\$ 18,821.61					
BATCH 269A	\$ 5,496.00					
BATCH 270	\$ 3,148.71					
BATCH 271	\$ 1,650.72					
BATCH 272				\$ 131.33		
BATCH 273		599.58				
BATCH 274	\$ 9,334.53					
BATCH 275	\$ 1,724.82					
BATCH 276	\$ 76,286.69					
BATCH 277	\$ 7,321.67					
BATCH 277A	\$ 6,548.11					
BATCH 278 CONTAINS NO BATCH						
BATCH 279		\$3,138.96				
BATCH 280						
BATCH 280A			\$ 8,048.02			
BATCH 281	\$ 7,138.04		\$ 13,724.00			
BATCH 282	\$ 725.00					
BATCH 283	\$ 649.00					
BATCH 284	\$ 728.00					
BATCH 285	\$ 653.75					
BATCH 286	\$ 660.39					
BATCH 287	\$ 646.00					
BATCH 288	\$ 680.00					
BATCH 289	\$ 1,580.00					
BATCH 290 CONTAINS NO BATCH						
BATCH 290A	\$ 1,997.00					
BATCH 291	\$ 1,275.00					
BATCH 292	\$ 630.00					
BATCH 293 CONTAINS NO BATCH						
BATCH 294	\$ 28,925.92					
BATCH 294A	\$ 1,867.75					
BATCH 295	\$ 500.00					
						\$

**BOARD REPORTS  
BOARD OF TRUSTEES MEETING, NOVEMBER 10, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 296	\$ 714.85					
BATCH 297	\$ 958.41					
BATCH 298	\$ 106.82					
BATCH 299	\$ 3,243.35					
BATCH 300 CONTAINS NO BATCH						
BATCH 300A	\$ 123,719.98					
BATCH 301 VOIDED						
BATCH 301A	\$ 2,787.56					
BATCH 302			\$ 71.72			
BATCH 303				\$ 383.48		
BATCH 304						
BATCH 305 VOIDED	\$ 6,465.45					
BATCH 305A	\$ 1,508.74					
BATCH 306			\$ 154.00			
BATCH 307	\$ 1,760.00					
BATCH 308	\$ 3,327.07					
BATCH 308A	\$ 11,399.98					
BATCH 309					\$4,243.10	
BATCH 310	\$ 50,086.78					
BATCH 311			\$ 107.65			
BATCH 312	\$ 349.82					
BATCH 313	\$ 600.00					
BATCH 314	\$ 4,058.49					
BATCH 315	\$ 7,899.46					
BATCH 316	\$ 832.44					
BATCH 317	\$ 24,880.00					
BATCH 318	\$ 1,324.06					
BATCH 318A	\$ 21,535.79					
BATCH 319	\$ 2,585.62					
BATCH 320	\$ 10,349.08					
BATCH 321	\$ 300.00					\$ 11,043.62
BATCH 322 VOIDED						
BATCH 322A	\$ 81,341.00					
BATCH 323	\$ 7,669.17					
BATCH 323A	\$ 4,733.39					



TOTAL

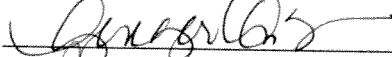
\$ 1,383,035.08	\$3,825.52 \$	28,448.94 \$	514.81	\$16,239.10 \$	11,043.62
-----------------	---------------	--------------	--------	----------------	-----------

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: FOUNDATION DONATIONS

SUBMITTED BY: Victor Valley College Foundation

RECOMMENDED BY: Ginger Ontiveros 

APPROVED BY: Robert Silverman 

**Description/Background:**

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$15,145.82 and transferred \$37,027.30 in student scholarships for a total cash contribution of \$52,373.12. The Foundation has also received and is transferring ownership of inkind (non-cash) gifts valued at \$9,202. Total contributions from the Foundation for September 2009 are \$61,575.12 to the District.

**Need:** N/A

**Fiscal Impact:** \$61,575.12 to the District

**Recommended Action:**

It is recommended the Board of Trustees accept the donations as college property.

**Legal Review:** YES \_\_\_ NOT APPLICABLE X \_\_\_


**Reference for Agenda:** YES \_\_\_ NO X \_\_\_

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_**

**TOPIC:** CURRICULUM CHANGES

**SUBMITTED BY:** Starla Whitney, Instruction

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The College Curriculum committee is meeting on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on September 24, October 08, 2009, and October 22, 2009 are listed on the attached sheets.

A copy of the College Curriculum changes is available for review in the Superintendent/President's office.

**Fiscal Impact:** None

**Recommended Action:**



It is recommended by the Superintendent/President that Board of Trustees approve the curriculum changes that have been recommended by the College Curriculum committee.

**Legal Review:** YES \_\_\_ NOT APPLICABLE X \_\_\_

**Reference for Agenda:** YES \_\_\_ NO X \_\_\_

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT \_\_\_ BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: RIVERSIDE COMMUNITY COLLEGE DISTRICT – M.O.U.  
SUBMITTED BY: Pat Luther, Health Sciences & Public Safety  
RECOMMENDED BY: Christopher O'Hearn   
APPROVED BY: Robert Silverman 

**Description/Background:**

The District desires to ratify a Memorandum of Understanding between Victor Valley Community College District and Riverside Community College District. The term of the M.O.U. is from July 01, 2009, through June 30, 2010.

A copy of the original M.O.U. is available for review in the Superintendent/President's office.

**Need:**

The purpose of the M.O.U. is to facilitate and direct the implementation of a coordinated regional work plan designed to provide a forum for regional collaboration, alignment of education and training efforts, and effective utilization of new and existing resources.

**Fiscal Impact:** \$4,800.00 to the District

- Faculty release time - \$3,325.00
- Travel - \$ 850.00
- Substitutes - \$ 625.00

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify a Memorandum of Understanding between Victor Valley Community College District and Riverside Community College District. The term of the M.O.U. is from July 01, 2009, through June 30, 2010.

Legal Review: YES \_\_\_ NOT APPLICABLE X \_\_\_

Reference for Agenda: YES \_\_\_ NO X \_\_\_

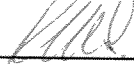
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: ANNUAL FINANCIAL AND BUDGET REPORT (CCFS-311)

SUBMITTED BY: Mary Pringle

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

**Description/Background:**

California law requires that California Community College districts report annually on their financial condition. In compliance with this requirement, districts must provide to the Chancellor's Office and the County Schools Office with a copy of the completed CCFS-311 form. This report provides detailed information on the prior year actual revenues and expenditures, as well as the final budget for the current year. This information is used by the Chancellor's Office to monitor the fiscal health of the districts and to develop comparative data for benchmarking and analysis.

A copy of the original Annual Financial and Budget Report (CCFS-311) is available in the Superintendent/President's office.

**Need:** Mandatory reporting requirement

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board of Trustees receive and enter this report into the minutes of the meeting.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

California Community Colleges

**ANNUAL FINANCIAL AND BUDGET REPORT**

(Financial Report for Fiscal Year 2008-09)

(Budget Report for Fiscal Year 2009-10)

District: **Victor Valley Community College District**

District Code: **990**

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.



District Chief Business Officer

11/3/09

Date



District Superintendent

11/3/09

Date

**Contact:**

Mary Pringle

Name

Director of Fiscal Services

Title

(760) 245-4271

2450

Phone Number

Extension

pringlem@vvc.edu

E-Mail

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before **October 10, 2009**. Please submit the report to:

Chancellor's Office  
California Community Colleges  
Fiscal Services Unit  
1102 Q Street, Suite 300  
Sacramento, CA 95814 - 6511

**CALIFORNIA COMMUNITY COLLEGES**  
Annual Financial and Budget Report

**Governmental Funds Group**  
10 General Fund:

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
For Actual Year: 2008-09 Budget Year: 2009-10

**GENERAL FUND**

Description	State Use Only (EDP)	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100			4,144,202	5,372,526	4,144,202	5,372,526
State Revenues	8600	34,629,495	35,530,795	6,417,883	4,478,064	41,047,378	40,008,859
Local Revenues	8800	11,256,619	11,136,369	1,944,718	1,560,383	13,201,337	12,696,752
<b>TOTAL REVENUES</b>	<b>801</b>	<b>45,886,114</b>	<b>46,667,164</b>	<b>12,506,803</b>	<b>11,410,973</b>	<b>58,392,917</b>	<b>58,078,137</b>
<b>EXPENDITURES:</b>							
Academic Salaries	1000	22,638,071	23,741,245	2,319,112	1,908,404	24,957,183	25,649,649
Classified Salaries	2000	10,546,590	11,013,704	3,053,088	2,702,888	13,599,678	13,716,592
Employee Benefits	3000	7,595,943	14,700,258	1,255,999	1,201,461	8,851,942	15,901,719
Supplies and Materials	4000	605,836	591,127	825,670	813,270	1,431,506	1,404,397
Other Operating Expenses and Services	5000	5,325,948	7,930,516	3,061,773	3,562,840	8,387,721	11,493,356
Capital Outlay	6000	714,628	540,996	520,349	434,490	1,234,977	975,486
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>47,427,016</b>	<b>58,517,846</b>	<b>11,035,991</b>	<b>10,623,353</b>	<b>58,463,007</b>	<b>69,141,199</b>
<b>EXCESS / (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>(1,540,902)</b>	<b>(11,850,682)</b>	<b>1,470,812</b>	<b>787,620</b>	<b>(70,090)</b>	<b>(11,063,062)</b>
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>5,062,310</b>	<b>5,900,000</b>			<b>5,062,310</b>	<b>5,900,000</b>
<b>OTHER OUTGO</b>	<b>7000</b>	<b>388,279</b>	<b>251,200</b>	<b>622,413</b>	<b>787,620</b>	<b>1,010,692</b>	<b>1,038,820</b>
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>3,133,129</b>	<b>(6,201,882)</b>	<b>848,399</b>		<b>3,981,528</b>	<b>(6,201,882)</b>
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	3,160,650	9,293,779	757,443	1,605,842	3,918,093	10,899,621
Prior Years Adjustments	903	3,000,000				3,000,000	
Adjusted Beginning Balance	<b>904</b>	<b>6,160,650</b>		<b>757,443</b>			
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>9,293,779</b>	<b>3,091,897</b>	<b>1,605,842</b>	<b>1,605,842</b>	<b>10,899,621</b>	<b>4,697,739</b>

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Governmental Funds Group**

20 Debt service Funds:

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**

For Actual Year: 2008-09 Budget Year: 2009-10

**DEBT SERVICE FUNDS**

Description	State Use Only (EDP)	Fund: <u>21</u> BOND INTEREST AND REDEMPTION FUND		Fund: <u>22</u> REVENUE BOND INTEREST AND REDEMPTION FUND		Fund: <u>29</u> OTHER DEBT SERVICE FUND	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800					2,300,905	1,016,000
<b>TOTAL REVENUES</b>	<b>801</b>					2,300,905	1,016,000
Other Financing Sources (CA 8900):							
Interfund Transfers - In	802						
Other Incoming Transfers	803						
<b>TOTAL - OTHER FINANCING SOURCES</b>	<b>808</b>						
Other Outgo (CA 7000):							
Debt Retirement (Long Term Debt) (CA 7100):							
Debt Reduction	711						
Debt Interest and Other Service Charges	712					10,658	
Transfers (Outgoing) (CA 7300 and 7400)	730					6,520,221	8,600,000
Reserve for Contingencies	7900						
<b>TOTAL - OTHER OUTGO</b>	<b>708</b>					6,530,879	8,600,000
<b>NET OTHER FINANCING SOURCES (OTHER OUTGO) (CA 8900/7000)</b>	<b>202</b>					(6,530,879)	(8,600,000)
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>					(4,229,974)	(7,584,000)
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902					32,252,404	28,022,430
Prior Years Adjustments	903						
Adjusted Beginning Balance	<b>904</b>					32,252,404	
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>					28,022,430	20,438,430



CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report

**Governmental Funds Group**  
**30** Special Revenue Funds

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**

For Actual Year: 2008-09 Budget Year: 2009-10

**Special Revenue Funds**

Description	State Use Only (EDP)	FUND: 33 CHILD DEVELOPMENT FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100	(75,302)					
State Revenues	8600	(9,178)	252,191				
Local Revenues	8800	175,724	60,600				
<b>TOTAL REVENUES</b>	<b>801</b>	<b>91,244</b>	<b>312,791</b>				
<b>EXPENDITURES:</b>							
Academic Salaries	1000	160,596	191,670				
Classified Salaries	2000	54,873	98,832				
Employee Benefits	3000	77,506	93,878				
Supplies and Materials	4000	5,023	7,500				
Other Operating Expenses and Services	5000	286,542	4,500				
Capital Outlay	6000						
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>584,540</b>	<b>396,380</b>				
<b>EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>(493,296)</b>	<b>(83,589)</b>				
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>						
<b>OTHER OUTGO</b>	<b>7000</b>						
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>(493,296)</b>	<b>(83,589)</b>				
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	583,555	90,259				
Prior Years Adjustments	903						
Adjusted Beginning Balance	<b>904</b>	<b>583,555</b>					
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>90,259</b>	<b>6,670</b>				

CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report

Governmental Funds Group  
40 Capital Projects Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA  
For Actual Year: 2008-09 Budget Year: 2009-10

Capital Projects Funds

Description	State Use Only (EDP)	FUND: 41 CAPITAL OUTLAY PROJECTS FUND		FUND: 42 REVENUE BOND CONSTRUCTION FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600	3,093,783					
Local Revenues	8800	2,045,561	721,000	46,741	750,000		
<b>TOTAL REVENUES</b>	<b>801</b>	<b>5,139,344</b>	<b>721,000</b>	<b>46,741</b>	<b>750,000</b>		
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	3,477					
Other Operating Expenses and Services	5000	40,803	50,000			454	
Capital Outlay	6000	5,919,896	2,256,000	1,054,722	16,988,571		
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>5,964,176</b>	<b>2,306,000</b>	<b>3,179,010</b>	<b>16,988,571</b>		
<b>EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>(824,832)</b>	<b>(1,585,000)</b>	<b>(3,132,269)</b>	<b>(16,238,571)</b>		
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>2,000,000</b>	<b>2,700,000</b>	<b>137,563,980</b>			
<b>OTHER OUTGO</b>	<b>7000</b>			<b>53,092,090</b>			
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>1,175,168</b>	<b>1,115,000</b>	<b>81,339,621</b>	<b>(16,238,571)</b>		
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	1,705,079	2,880,247		81,339,621		
Prior Years Adjustments	903						
Adjusted Beginning Balance	<b>904</b>	<b>1,705,079</b>					
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>2,880,247</b>	<b>3,995,247</b>	<b>81,339,621</b>	<b>65,101,050</b>		

CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report

Proprietary Funds Group  
50 Enterprise Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA  
For Actual Year: 2008-09 Budget Year: 2009-10

Description	State Use Only (EDP)	ENTERPRISE FUNDS				FUND:	
		FUND: 51 BOOKSTORE FUND		FUND: 52 CAFETERIA FUND			
		Actual (1)	Budget (2)	Actual (1)	Budget (2)		Actual (1)
<b>TOTAL INCOME</b>	801	4,424,972	4,901,000	269,378	375,000		
<b>COST of SALES</b>	510	3,883,434	3,766,800				
<b>GROSS PROFIT or (LOSS)</b>	520	541,538	1,134,200	269,378	375,000		
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000	543,844	555,000	314,957	285,000		
Employee Benefits	3000	162,430	166,000	77,355	75,000		
Supplies and Materials	4000	20,735	25,000	2,287			
Other Operating Expenses and Services	5000	124,685	388,200	62,672	114,500		
Capital Outlay	6000			2,970	4,500		
<b>TOTAL EXPENDITURES</b>	501	851,694	1,134,200	460,241	479,000		
<b>NET PROFIT OR LOSS</b>	201	(310,156)		(190,863)	(104,000)		
<b>OTHER FINANCING SOURCES</b>	8900			104,044	104,000		
<b>OTHER OUTGO</b>	7000	500,000					
<b>NET INCREASE/(DECREASE) IN RETAINED EARNINGS</b>	901	(810,156)		(86,819)			
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	1,058,767	248,611	214,200	127,381		
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	1,058,767		214,200			
<b>ENDING FUND BALANCE, JUNE 30</b>	905	248,611	248,611	127,381	127,381		

CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report

Proprietary Funds Group  
60 Internal Service Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA  
For Actual Year: 2008-09 Budget Year: 2009-10

INTERNAL SERVICE FUNDS

Description	State Use Only (EDP)	FUND: 61 SELF-INSURANCE FUND		FUND: 69 OTHER INTERNAL SERVICES FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>TOTAL INCOME</b>	<b>801</b>	3,555	3,000	22,752	18,000		
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	1,880	1,500				
Other Operating Expenses and Services	5000	42,983	47,000				
Capital Outlay	6000	4,248	1,500				
<b>TOTAL EXPENDITURES</b>	<b>501</b>	49,111	50,000				
<b>NET INCOME / LOSS</b>	<b>201</b>	(45,556)	(47,000)	22,752	18,000		
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>						
<b>OTHER OUTGO</b>	<b>7000</b>			62,310			
<b>NET INCREASE / (DECREASE) IN RETAINED EARNINGS</b>	<b>901</b>	(45,556)	(47,000)	(39,558)	18,000		
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	146,873	101,317	62,819	23,261		
Prior Years Adjustments	903						
Adjusted Beginning Balance	<b>904</b>	146,873		62,819			
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	101,317	54,317	23,261	41,261		

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Fiduciary Funds Group**  
**70 Fiduciary Funds Group**

**REVENUES, EXPENDITURES, AND FUND BALANCE DATA**  
 For Actual Year: 2008-09 Budget Year: 2009-10

**Fiduciary Funds Group**

Description	State Use Only (EDP)	FUND: 71 ASSOCIATED STUDENTS TRUST FUND		FUND: 73 STUDENT BODY CENTER FEE TRUST FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800	192,593	165,000	104,044	104,000		
<b>TOTAL REVENUES</b>	<b>801</b>	<b>192,593</b>	<b>165,000</b>	<b>104,044</b>	<b>104,000</b>		
<b>EXPENDITURES:</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	2,284	3,000				
Other Operating Expenses and Services	5000	126,486	147,000				
Capital Outlay	6000						
<b>TOTAL EXPENDITURES</b>	<b>501</b>	<b>128,770</b>	<b>150,000</b>				
<b>EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>201</b>	<b>63,823</b>	<b>15,000</b>	<b>104,044</b>	<b>104,000</b>		
<b>OTHER FINANCING SOURCES</b>	<b>8900</b>						
<b>OTHER OUTGO</b>	<b>7000</b>						
<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>	<b>901</b>	<b>63,823</b>	<b>15,000</b>	<b>104,044</b>	<b>104,000</b>		
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	902	138,411	202,234	8,170	8,170		
Prior Years Adjustments	903						
Adjusted Beginning Balance	<b>904</b>	<b>138,411</b>		<b>8,170</b>			
<b>ENDING FUND BALANCE, JUNE 30</b>	<b>905</b>	<b>202,234</b>	<b>217,234</b>	<b>8,170</b>	<b>8,170</b>		

**SUPPLEMENTAL DATA**

**Proposition 4: Gann Appropriation Limit**

Proposition 4 (November 1979, Special Election) added Article XIII B to the State Constitution to place limitations of the expenditures of State and local governments.

SB 1352, Chapter 1205/80, provided the implementation of Article XIII B. Subsequently, that legislation was amended by SB 98 (Chapter 82/89), AB 198 (Chapter 83/89), and AB 751 (Chapter 1395/89).

Using the method prescribed by the Chancellor's Office and approved by the Department of Finance; please provide district information for the budget year, pursuant to Government Code Sections 7908(c) and 7910, as follows:

**Budget Year: 2009-10**

<b>Description</b>	<b>State Use Only (EDP)</b>	<b>S11 Amount</b>
Appropriations Limit.	11	\$99,539,514
Appropriations subject to limit.	12	\$44,581,672
Amount of State aid apportionments and subventions included within the proceeds of taxes of the district.	13	\$36,081,185
Amounts excluded from the appropriations subject to limit, such as unreimbursed federal, State, or court mandates.	14	\$0

**SUPPLEMENTAL DATA**  
For Actual Year: 2008-09

Description	State Use Only (EDP)	General Fund Total No. S10
<b>A. NET ENDING BALANCE</b>	<b>905</b>	10,899,621
Identify the following legally restricted or Board designated amounts within the net ending balance:		
B. Noncash Assets (items of noncash nature not readily available to meet fund expenditures)		
Investments (at cost)	611	
Student Loans Receivable	612	
Stores, Inventories, and Prepaid Items	613	
<b>Subtotal B</b>	<b>619</b>	
C. Amounts restricted by law (legal requirement) includes specific tax revenues, grants, and appropriations for special purposes.)		
Federal and State	621	1,122,756
Local	622	494,563
<b>Subtotal C</b>	<b>629</b>	<b>1,617,319</b>
<b>D. Subtotal Reserved (B + C)</b>	<b>675</b>	<b>1,617,319</b>
E. Amounts committed by contract/other legal obligations:		
Capital Outlay and Equipment Replacement	631	
Collective Bargaining Contracts, Personal Services, and/or Consulting Contracts	632	
Other	633	
<b>Subtotal E</b>	<b>639</b>	
F. Amounts for district's self-insurance program	<b>649</b>	
G. Amounts for court order payments	<b>659</b>	
H. Amounts designated by Board action for specific future purposes excluding amounts above:		
Capital Outlay and Equipment Replacement	661	
Personal Services and/or Consulting Contracts	662	
General Reserve	663	
Other	664	
<b>Subtotal H</b>	<b>669</b>	
<b>I. TOTAL, DESIGNATED AMOUNTS (D through H)</b>	<b>679</b>	<b>1,617,319</b>
<b>J. UNCOMMITTED BALANCE (A less I)</b>	<b>690</b>	<b>9,282,302</b>

CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report

Analysis of compliance with the 50 Percent Law (ECS 84362)  
The Current Expense of Education

SUPPLEMENTAL DATA

For Actual Year: 2008-09

S11 GENERAL FUND - UNRESTRICTED SUBFUND			
Object Category	State Use Only (EDP)	ECS 84362(a) Instructional Salary Costs (AC 0100-5900 and AC 6110) (1)	ECS 84362(b) Total (AC 0100 - 6799) (2)
Academic Salaries (CA 1000):			
Instructional Salaries (CA 1100 and 1300)	407	19,644,208	19,678,093
Noninstructional Salaries (CA 1200 and 1400)	408		2,959,978
<b>Subtotal Academic Salaries</b>	<b>409</b>	<b>19,644,208</b>	<b>22,638,071</b>
Classified Salaries (CA 2000):			
Noninstructional Salaries (CA 2100 and 2300)	411		8,762,353
Instructional Aides (CA 2200 and 2400)	416	1,493,507	1,784,237
<b>Subtotal Classified Salaries</b>	<b>419</b>	<b>1,493,507</b>	<b>10,546,590</b>
Employee Benefits (CA 3000)	429	4,122,479	7,595,943
Supplies and Materials (CA 4000)	435		605,836
Other Operating Expenses and Services (CA 5000)	449	393,521	5,325,948
Equipment Replacement (CA 6400 Equipment, subsidiary "Replacement")	451		
<b>TOTAL (409 + 419 + 429) and (435 + 449 + 451)</b>	<b>459</b>	<b>25,653,715</b>	<b>46,712,388</b>
Less Exclusions for Current Expense of Education	469		
<b>TOTALS for ECS 84362, 50 Percent Law (459 - 469))</b>	<b>470</b>	<b>25,653,715</b>	<b>46,712,388</b>
Percentage of CEE (EDP 470, col. 1 divided by EDP 470, col. 2)	471	<b>54.92%</b>	<b>100.00%</b>
50 Percent of Current Expense of Education (50% of EDP 470, col. 2)	472		23,356,194
Nonexempted Deficiency from second preceding fiscal year	473		
Amount Required to be Expended for Salaries of Classroom instructors (472 + 473)	474		23,356,194



**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Detail of General Fund Revenues**

**SUPPLEMENTAL DATA**

For Actual Year: 2008-09

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
<b>Federal Revenues (CA 8100):</b>				
Forest Reserve	8110			
Higher Education Act	8120		1,865,719	1,865,719
Workforce Investment Act	8130			
Temporary Assistance for Needy Families (TANF)	8140		155,134	155,134
Student Financial Aid	8150		36,823	36,823
Veterans Education	8160		2,292	2,292
Vocational and Technical Education Act (VTEA)	8170		411,144	411,144
Other Federal Revenues	8190		1,673,090	1,673,090
<b>TOTAL FEDERAL REVENUES</b>	<b>8100</b>		<b>4,144,202</b>	<b>4,144,202</b>
<b>State Revenues (CA 8600)</b>				
General Apportionments (CA 8610)				
Apprenticeship Apportionment	121			
State General Apportionment	122	34,957,421		34,957,421
Other General Apportionments	123	(409,296)		(409,296)
General Categorical Programs (CA 8620)				
Child Development	124		142,821	142,821
Extended Opportunity Programs and Services (EOPS)	125		1,358,249	1,358,249
Disabled Students Programs and Services (DSPS)	126		795,295	795,295
Temporary Assistance for Needy Families (TANF)	127			
CA Work Oppor. & Responsibility to Kids (CalWORKs)	128		458,767	458,767
Telecomm. and Technology Infrastructure Program (TTIP)	129		36,036	36,036
Other General Categorical Programs	130		2,230,225	2,230,225
Reimbursable Categorical Programs (CA 8650)				
Instructional Improvement Grant	132		194,927	194,927
Other Reimbursable Categorical Programs	133			
State Tax Subventions (CA 8670):				
Homeowners' Property Tax Relief	134	157,665		157,665
Timber Yield Tax	135			
Other State Tax Subventions	136			
State Non-Tax Revenues (CA 8680):				
State Lottery Proceeds	137		1,201,563	1,201,563
State Mandated Costs	138			
Other State Non-Tax Revenues	139			
Other State Revenues	8690	(76,295)		(76,295)
<b>TOTAL STATE REVENUES</b>	<b>8600</b>	<b>34,629,495</b>	<b>6,417,883</b>	<b>41,047,378</b>

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Detail of General Fund Revenues**

**SUPPLEMENTAL DATA**

For Actual Year: 2008-09

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
<b>Local Revenues (CA 8800):</b>				
Property Taxes (CA8810):				
Tax Allocation, Secured Roll	8811	11,108,346		11,108,346
Tax Allocation, Supplemental Roll	8812	328,963		328,963
Tax Allocation, Unsecured Roll	8813	612,464		612,464
Prior Years Taxes	8816	(119,736)		(119,736)
Education Revenue Augmentation Fund (ERAF)	8817	(5,167,251)		(5,167,251)
Contributions, Gifts, Grants, and Endowments	8820			
Contract Services (CA 8830):				
Contract Instructional Services	140		49,200	49,200
Other Contract Services	141		266,720	266,720
Sales and Commissions	8840			
Rentals and Leases	8850	116,992		116,992
Interest and Investment Income	8860	306,405		306,405
Student Fees and Charges				
Community Services Classes	8872			
Dormitory	8873			
Enrollment	8874	1,924,583		1,924,583
Field Trips and use of Nondistrict Facilities	8875			
Health Services	8876			
Instructional Materials Fees and Sales of Materials	8877			
Insurance	8878			
Student Records	8879	51,481		51,481
Nonresident Tuition	8880	363,141		363,141
Parking Services and Public Transportation	8881		517,328	517,328
Other Student Fees and Charges	8885			
Other Local Revenues	8890	1,731,231	1,111,470	2,842,701
<b>TOTAL LOCAL REVENUES</b>	<b>8800</b>	<b>11,256,619</b>	<b>1,944,718</b>	<b>13,201,337</b>
<b>TOTAL REVENUES (8100 + 8600 + 8800)</b>	<b>801</b>	<b>45,886,114</b>	<b>12,506,803</b>	<b>58,392,917</b>
<b>Other Financing Sources (CA 8900):</b>				
Proceeds of General Fixed Assets	8910			
Proceeds of General Long-Term Debt	8940			
Incoming Transfer	8980	5,062,310		5,062,310
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>8900</b>	<b>5,062,310</b>		<b>5,062,310</b>
<b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>	<b>899</b>	<b>50,948,424</b>	<b>12,506,803</b>	<b>63,455,227</b>

CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report

**Expenditures by Activity**  
S10 General Fund - Combined  
(Total Unrestricted and Restricted)

**SUPPLEMENTAL DATA**  
For Actual Year: 2008-09

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Agriculture and Natural Resources	0100	297,291		7,388			304,679
Architecture and Environmental Design	0200						
Environmental Sciences and Technologies	0300						
Biological Sciences	0400	718,370		35,358	53,686		807,414
Business and Management	0500	1,111,374		6,707	6,213		1,124,294
Communications	0600						
Information Technology	0700	491,710		2,543			
Education	0800	1,253,915	76,675	255,982	19,304		494,253
Engineering and Industrial Tech.	0900	1,676,168		217,747	110,951		1,605,876
Fine and Applied Arts	1000	1,185,909		57,712	678		2,004,866
Foreign Language	1100	441,380		416			1,244,299
Health	1200	2,133,454		192,892	166,558		441,796
Family and Consumer Sciences	1300	322,920		30,177	3,049		2,492,904
Law	1400						356,146
Humanities (Letters)	1500	2,217,700		7,749			
Library Science	1600						2,225,449
Mathematics	1700	1,674,450		3,366			
Military Studies	1800						1,677,816
Physical Sciences	1900	564,277		99,198	8,314		
Psychology	2000	303,038		2,281			671,789
Public and Protective Services	2100	384,878		212,943	11,706		305,319
Social Sciences	2200	1,221,135		10,026			609,527
Commercial Services	3000	96,794		37,229			1,231,161
Interdisciplinary Studies	4900	10,176,265	147,530	21,795			134,023
Instruct. Staff-Retir's Bnfts & Retire. Incents	5900	69,827					10,345,590
<b>Subtotal - Instructional Activities</b>	<b>599</b>	<b>26,340,855</b>	<b>224,205</b>	<b>1,201,509</b>	<b>380,459</b>		<b>69,827</b>
							<b>28,147,028</b>

\*\* Salaries and Benefits of staff in noninstructional assignments \* Salaries and Benefits of instructors and instructional aides in instructional assignments

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**

**Expenditures by Activity**  
 S10 General Fund - Combined  
 (Total Unrestricted and Restricted)

**SUPPLEMENTAL DATA**

For Actual Year: 2008-09

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>Instruct. Admin. &amp; Instruct. Governance (6000)</b>							
Academic Administration	6010		557,450	142,787	2,746		702,983
Course and Curriculum Development	6020						
Academic/Faculty Senate	6030		292,966	5,073			298,039
Other Instruct. Admin. & Instruct. Governance	6090		1,776,728	111,281	22,793		1,910,802
<b>Subtotal - Instructional Administration</b>	<b>6000</b>		<b>2,627,144</b>	<b>259,141</b>	<b>25,539</b>		<b>2,911,824</b>
<b>Instructional Support Services (6100)</b>							
Learning Center	6110						
Library	6120		798,264	88,477	52,562		939,303
Media	6130		124,287	15,527	9,446		149,260
Museums and Galleries	6140						
Academic Information Systems and Tech.	6150						
Other Instructional Support Services	6190						
<b>Subtotal - Instructional Support Services</b>	<b>6100</b>		<b>922,551</b>	<b>104,004</b>	<b>62,008</b>		<b>1,088,563</b>
<b>Admissions and Records</b>	<b>6200</b>		<b>820,558</b>	<b>32,874</b>			<b>853,432</b>
<b>Student Counseling and Guidance (6300)</b>							
Counseling and Guidance	6310		910,516	11,676			922,192
Matriculation and Student Assessment	6320		766,287	82,307			848,594
Transfer Programs	6330						
Career Guidance	6340						
Other Student Counseling and Guidance	6390		591,555	281,474	3,589		876,618
<b>Subtotal - Student Counseling and Guidance</b>	<b>6300</b>		<b>2,268,358</b>	<b>375,457</b>	<b>3,589</b>		<b>2,647,404</b>

\* Salaries and Benefits of instructors and instructional aides in instructional assignments  
 \*\* Salaries and Benefits of staff in noninstructional assignments

**CALIFORNIA COMMUNITY COLLEGES**  
Annual Financial and Budget Report

**Expenditures by Activity**  
S10 General Fund - Combined  
(Total Unrestricted and Restricted)

**SUPPLEMENTAL DATA**

For Actual Year: 2008-09

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>Other Student Services (6400)</b>							
Disabled Students Program & Services (DSPS)	6420		987,692	41,867			1,029,559
Extended Opportunity Prgrms. & Services (EOPS)	6430		953,568	76,957		475,534	1,506,059
Health Services	6440						
Student Personnel Administration	6450		1,268,851	1,105,023	5,533		2,379,407
Financial Aid Administration	6460		1,003,815	67,947			1,071,762
Job Placement Services	6470		64,155	28,519			92,674
Veterans Services	6480			2,292			2,292
Miscellaneous Student Services	6490		298,421	160,346			458,767
<b>Subtotal - Other Student Services</b>	<b>6400</b>		<b>4,576,502</b>	<b>1,482,951</b>	<b>5,533</b>	<b>475,534</b>	<b>6,540,520</b>
<b>Operation and Maintenance of Plant (6500)</b>							
Building Maintenance and Repairs	6510		787,414	167,132	77,176		1,031,722
Custodial Services	6530		1,078,597	77,461			1,156,058
Grounds Maintenance and Repairs	6550		486,740	24,367			511,107
Utilities	6570			2,141,808			2,141,808
Other Operation and Maintenance of Plant	6590		212,087	94,266			306,353
<b>Subtotal - Operation and Maintenance of Plant</b>	<b>6500</b>		<b>2,564,838</b>	<b>2,505,034</b>	<b>77,176</b>		<b>5,147,048</b>
<b>Planning, Policymaking, and Coordination</b>	<b>6600</b>		<b>1,403,223</b>	<b>674,803</b>	<b>989</b>		<b>2,079,015</b>

\* Salaries and Benefits of instructors and instructional aides in instructional assignments  
\*\* Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report

**Expenditures by Activity**  
S10 General Fund - Combined  
(Total Unrestricted and Restricted)

**SUPPLEMENTAL DATA**

For Actual Year: 2008-09

Activity Classification		State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
			Instructional* (1)	Noninstructional** (2)				
<b>General Institutional Support Services (6700)</b>								
	Community Relations	6710		188,604	1,614			190,218
	Fiscal Operations	6720		1,086,883	881,527	598		1,969,008
	Human Resources Management	6730		604,638	336,495			941,133
	Noninstrl. Staff Retirees' Bnfts. & Retire. Incents.	6740		287,921				287,921
	Staff Development	6750			6,718			6,718
	Staff Diversity	6760			4,508			4,508
	Logistical Services	6770		1,289,453	592,390	569,399		2,451,242
	Management Information Systems	6780		739,740	539,162	4,278		1,283,180
	Other General Institutional Support Services	6790		1,019,153	552,120	105,409		1,676,682
	<b>Subtotal - General Institutional Support Services</b>	<b>6700</b>		<b>5,216,392</b>	<b>2,914,534</b>	<b>679,684</b>		<b>8,810,610</b>
<b>Community Svcs. &amp; Economic Develop. (6800)</b>								
	Community Recreation	6810						
	Community Service Classes	6820	21,662	118,784	183,807			324,253
	Community Use Facilities	6830		130,946	12,551			143,497
	Economic Development	6840						
	Other Community Svcs. & Economic Development	6890						
	<b>Subtotal - Community Services</b>	<b>6800</b>	<b>21,662</b>	<b>249,730</b>	<b>196,358</b>			<b>467,750</b>

\* Salaries and Benefits of instructors and instructional aides in instructional assignments  
\*\* Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report

**Expenditures by Activity**  
S10 General Fund - Combined  
(Total Unrestricted and Restricted)

**SUPPLEMENTAL DATA**

For Actual Year: 2008-09

**S10 GENERAL FUND - COMBINED**

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
<b>Ancillary Services (6900)</b>							
Bookstores	6910						
Child Development Centers	6920		172,110	47,094			219,204
Farm Operations	6930						
Food Services	6940						
Parking	6950						
Student and Co-curricular Activities	6960						
Student Housing	6970						
Other Ancillary Services	6990						
<b>Subtotal - Ancillary Services</b>	<b>6900</b>		172,110	47,094			219,204
<b>Auxiliary Operations (7000)</b>							
Contract Education	7010	675		469			1,144
Other Auxiliary Operations	7090			24,999			24,999
<b>Subtotal - Auxiliary Operations</b>	<b>7000</b>	675		25,468			26,143
<b>Physical Property and Related Acquisitions (7100)</b>	<b>7100</b>						
<b>Long-Term Debt and Other Financing (7200)</b>							
Long-Term Debt	7210						
Tax Revenue Anticipation Notes	7220					387,079	387,079
Other Financing	7290						
<b>Subtotal - Long-Term Debt and Other Financing</b>	<b>7200</b>					387,079	387,079
<b>Transfers, Student Aid, and Other Outgo (7300)</b>							
Transfers	7310						
Student Aid	7320						
Other Outgo	7330					148,079	148,079
<b>Subtotal - Transfers, Student Aid, and Other Outgo</b>	<b>7300</b>					148,079	148,079
<b>TOTAL EXPENDITURES and OTHER OUTGO</b>	<b>391</b>	26,363,192	21,045,611	9,819,227	1,234,977	1,010,692	59,473,699

\* Salaries and Benefits of instructors and instructional aides in instructional assignments  
\*\* Salaries and Benefits of staff in noninstructional assignments



**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**  
**SUPPLEMENTAL DATA**

**Receipt and Expenditures of Lottery Proceeds**

**L10 GENERAL FUND**

For Actual Year: 2008-09

Budget Year: 2009-10

Description	State Use Only (EDP)	Instructional Activities (0100 - 5900) (1)	Instructional & Institutional Support Activities (6000 - 6700) (2)	Others (3)	Total (Col. 1 thru 3) (4)
1. 06/30/08 Reported Ending Balance	902				1,664
2. Adjustments	903				
3. Adjusted Beginning Balance (lines 1 + 2)	<b>904</b>				1,664
<b>Part I. Actual Fiscal Year Data</b>					
4. State Lottery Proceeds:					
a) Cash Received	869A				616,757
b) Accrued	860A				584,806
Expenditures:					
5. Salaries and Benefits (Objects 1000 - 3000)	100A	61,344			61,344
6. Supplies and Materials (Object 4000)					
(a) Software	210A				
(b) Books, Magazines, & Periodicals	220A				
(c) Instructional Supplies & Materials	230A				
(e) Noninstructional Supplies & Materials	240A				
7. Other Oper. Exp. & Services (5000)	400A		1,031,104		1,031,104
8. Capital Outlay:					
a) Library Books (Object 6300)	630A				
b) Equipment (Object 6400)	640A				
9. Other	650A				
10. Total Expenditures (add lines 5 thru 9)	<b>501A</b>	61,344	1,031,104		1,092,448
11. 06/30/09 Balance (lines 3 + 4 - 10)	<b>905A</b>				110,779
<b>Part II. Budget Fiscal Year Data</b>					
12. State Lottery Proceeds (estimated)	869B				1,149,000
Expenditures:					
13. Salaries and Benefits (Objects 1000 - 3000)	100B				
14. Supplies & Materials (Object 4000)					
(a) Software	210B				
(b) Books, Magazines, & Periodicals	220B				
(c) Instructional Supplies & Materials	230B				
(e) Noninstructional Supplies & Materials	240B				
15. Other Oper. Exp. & Services (Object 5000)	400B		1,149,000		1,149,000
16. Capital Outlay:					
a) Library Books (Object 6300)	630B				
b) Equipment (Object 6400)	640B				
17. Other	650B				
18. Total Expenditures (add lines 13 thru 17)	<b>501B</b>		1,149,000		1,149,000
19. 06/30/10 Projected Balance (add lines 11 + 12 - 18)	<b>905B</b>				110,779



**CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report**

**SUPPLEMENTAL DATA**

**Analysis of Interfund Transfers**

For Actual Year: 2008-09

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
10	IN	General Funds	4,500,000	
29	OUT	Other Debt Service Fund		4,500,000
10	IN	General Funds	62,310	
69	OUT	Other Internal Services Fund		62,310
10	IN	General Funds	500,000	
51	OUT	Bookstore Fund		500,000
41	IN	Capital Outlay Projects Fund	2,000,000	
29	OUT	Other Debt Service Fund		2,000,000
52	IN	Cafeteria Fund	104,044	
73	OUT	Student Body Center Fee Trust Fund		104,044

**CALIFORNIA COMMUNITY COLLEGES  
Annual Financial and Budget Report**

**\*\* Summary Page \*\***

Page: 2

**SUPPLEMENTAL DATA**

**Analysis of Interfund Transfers**

For Actual Year: 2008-09

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
<b>Summary Totals</b>				
Totals			7,166,354	7,166,354
10		General Funds	5,062,310	
29		Other Debt Service Fund		6,500,000
69		Other Internal Services Fund		62,310
51		Bookstore Fund		500,000
41		Capital Outlay Projects Fund	2,000,000	
52		Cafeteria Fund	104,044	
73		Student Body Center Fee Trust Fund		104,044




**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT \_\_\_ BOARD ACTION X BOARD INFORMATION (no action required) \_\_\_

**TOPIC:** SUBCONTRACT – EARLY START COMPREHENSIVE SYSTEM OF PERSONNEL DEVELOPMENT BETWEEN VICTOR VALLEY COMMUNITY COLLEGE AND WEST ED

**SUBMITTED BY:** Lori Kildal, STEM

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to adopt a resolution and accept the agreement between Victor Valley Community College District and WestEd. The period of this agreement is from September 09, 2009, through June 30, 2010.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This agreement is to implement specific activities as part of the Early Start Comprehensive System of Personnel Development and Resources' Project for the 2009-2010 fiscal year for the Child Development Department.

**Fiscal Impact:** \$3,500.00 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees adopt a resolution and accept the agreement between Victor Valley Community College District and WestEd. The period of this agreement is from September 09, 2009, through June 30, 2010.

**Legal Review:** YES X NOT APPLICABLE \_\_\_

**Reference for Agenda:** YES X NO \_\_\_

# RESOLUTION

This resolution must be adopted in order to provide services to WestEd for the implementation of specific activities as part of the Early Start Comprehensive System of Personnel Development and Resources Project, to revise and infuse Early intervention state guidelines and early start competencies into exiting Early Childhood Education courses, and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.

---

## RESOLUTION

BE IT RESOLVED that the Governing Board of Victor Valley Community College authorizes entering into local agreement number Subcontract Agreement 5662.02.001 s09-110 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Dr. Robert Silverman	Superintendent/President	_____
Mary Pringle	Director of Fiscal Services	_____

PASSED AND ADOPTED this 10th day of November 2009, by the governing board of Victor Valley Community College District of San Bernardino County, California.

I, Chris Mollenkamp, Clerk of the Governing Board of Victor Valley Community College District, of San Bernardino, County, California, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting, and the resolution is on file in the office of said Board.

---

(Clerk's signature)

---

(Date)



excellence in research, development, and service

INSTRUCTION OFFICE

OCT 05 2009

RECEIVED

**SUBCONTRACT  
BETWEEN  
VICTOR VALLEY COLLEGE  
AND  
WESTED**

This Subcontract is made and entered as of September 10, 2009, by and between WestEd, hereinafter referred to as "WestEd", and Victor Valley College, hereinafter referred to as "Subcontractor".

**1.0 Purpose:**

The purpose of this Subcontract is for Subcontractor to provide services to WestEd for the implementation of specific activities as part of the Early Start Comprehensive System of Personnel Development & Resources Project, as described in the attached Exhibit I, Scope of Work. All work performed is pursuant to Contract Number HD089006 with California Department of Developmental Services dated July 1, 2008, CFDA # 84.181, hereinafter referred to as "Prime Contract," which is pursuant to Contract Number H181A070037 with the U.S. Department of Education.

**2.0 Scope of Work:**

Subcontractor will carry out the work as described in the attached Exhibit I, Scope of Work, subject to the direction of the WestEd Project Director, Virginia Reynolds.

**3.0 Time of Performance:**

Subcontractor shall provide the services under this Subcontract from September 9, 2009 through June 30, 2010 subject to the funding limitation identified under Section 4.0. WestEd shall be under no obligation to pay for services under this Subcontract in excess of the funding limitation.

**4.0 Funding:**

Subcontractor shall be reimbursed for services performed satisfactorily in accordance with this Subcontract. Payment is subject to receipt by WestEd of federal funds for the work identified in the Subcontract up to a maximum of **\$3,500.00** per the attached Exhibit II, Budget. This is a Cost Reimbursement contract. Allowable costs are determined in accordance with Section 18.2 below.

**5.0 Method of Payment:**

To obtain payment, Subcontractor shall submit an itemized monthly invoice for actual allowable costs incurred in the performance of this Subcontract, in duplicate, to:

Virginia Reynolds  
Project Director  
WestEd  
1107 9th Street - 4th Floor  
Sacramento, California 95814-3607

Subcontractor agrees to submit all final invoices within thirty (30) days of termination of Subcontract or completion of Subcontract performance.

**6.0 Independent Contractor Status and Responsibilities:**

In performing its services, Subcontractor shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Subcontract, subject to WestEd's general right to inspect work in progress to determine whether the services are being performed in accordance with this Subcontract.

All persons hired and/or contracted by Subcontractor shall be Subcontractor's employees and/or subcontractors. Subcontractor shall be responsible for the accuracy, completeness, and adequacy of all services performed by Subcontractor's employees and/or subcontractors and shall ensure that all applicable licensing and operating requirements of the State and County governments and all applicable accreditation and other standards of quality generally accepted in the field of Subcontractor's activities are complied with and satisfactorily met. Subcontractor voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by Subcontractor's employees and/or subcontractors in the course of their employment and/or subcontract. Subcontractor shall be responsible for payment of applicable income, social security, and other State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

**7.0 Nondiscrimination and Equal Employment Opportunities:**

No person shall on the ground of race, religion, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder.

**8.0 Termination:**

**8.1** It is mutually agreed that either party may cancel this Subcontract before performance is completed by giving written notice to the other party at least thirty (30) days before the termination date.

**8.2** WestEd may terminate this Subcontract immediately upon termination by the Federal government of the Prime Contract under which this Subcontract is being performed by giving written notice to the Subcontractor.

**8.3** In the event of a termination under Section 8.1 or 8.2, WestEd shall reimburse Subcontractor for work performed under the Subcontract up to and including the date of termination, which are invoiced and submitted to WestEd in accordance with Section 5.0.

**9.0 Subcontracts and Assignments:**

Except as specifically stated herein above, Subcontractor shall not subcontract or assign any part of the services to be performed under this Subcontract without the prior written consent and approval of WestEd.

**10.0 Indemnification:**

Subcontractor agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions of Subcontractor, its officers, employees and agents in the

performance of this Subcontract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents.

**11.0 Communication:**

The names and addresses of the direct contact people for each of the parties is as follows:

**WESTED**

Contracts Issues

Teresa Johnson, Director of Contracts  
730 Harrison Street  
San Francisco, California 94107-1242  
Tel. 510.302.4239  
E-mail: tjohnso@wested.org

Payment Issues

Donald Hom, A/P Supervisor  
4665 Lampson Avenue  
Los Alamitos, California 90720  
Tel. 562.799.5121  
Email: dhom@wested.org

Technical Issues

Virginia Reynolds, Project Director  
1107 9th Street - 4th Floor  
Sacramento, California 95814-3607  
Tel. 916.492.4017  
E-mail: vreynol@wested.org

**VICTOR VALLEY COLLEGE**

Contracts, Administrative, and Technical Issues

Sandy Visser  
18422 Bear Valley Rd.  
Victorville, California 92395  
Tel. 760-245-4271 x2771  
E-mail: vissers@vvc.edu

**12.0 Intellectual Property Ownership:**

Subcontractor shall convey to WestEd any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code that was first conceived or first actually reduced to practice in the performance of the work under this Subcontract. Subcontractor agrees that any information, design, expression, computer program or other work that is or may be copyrighted under U.S. copyright law first created or developed in the performance of the work under this Subcontract shall be a work made for hire, as defined by Title 17, Section 101, of the United States Code, for the benefit of WestEd. Subcontractor further agrees that any other information or data first created or developed in the performance of work under this Subcontract, including that which may be subject to protection as a trade secret, shall be proprietary to WestEd.

All pre-existing WestEd data and materials provided to Subcontractor by WestEd to assist in the performance of this Subcontract shall remain WestEd's property. WestEd



hereby authorizes Subcontractor to have access to and make use of the data and/or materials as is appropriate for the performance by Subcontractor of its obligations under the Subcontract. Upon expiration or termination of the Subcontract for any reason, Subcontractor shall request instructions from WestEd regarding whether Subcontractor should: (1) erase or destroy the data files and/or materials maintained by the Subcontractor or (2) return the data and/or materials to WestEd. Subcontractor may not utilize the data and/or materials for any purpose other than in performing services for WestEd pursuant to this Subcontract.

**13.0 Warranties:**

Subcontractor warrants that all services performed under this Subcontract shall be performed consistent with generally prevailing professional or industry standards. If WestEd determines that Subcontractor has failed in the performance of this Subcontract, Subcontractor will be given fifteen (15) days to correct the problem. If Subcontractor is unable to correct the problem, WestEd shall be entitled to terminate the Subcontract immediately at the conclusion of the fifteen (15) day period and to recover all fees paid to Subcontractor for the deficient services.

**14.0 No Alteration of Contract:**

No alteration or variation of the terms of this Subcontract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties.

**15.0 Certification of Cost & Price:**

Subcontractor hereby certifies that the fees and expenses charged for the work being conducted for WestEd is the Subcontractor's usual and customary fee. Subcontractor also certifies that Subcontractor is not charging other organizations a lower amount for the same work.

*(please check one)*

/ \_\_\_ / Small Business     / \_\_\_ / Large Business     / \_\_\_ / Non-Profit

/ \_\_\_ / Other : California Community College

**And Operated as:**  
*(please check as many as applicable; if not applicable, indicate "N/A" in other)*

Minority-Owned                       Woman-Owned Business                       Veteran-Owned

Service-Disabled Business                       HubZone Business

Other: community college - state

**16.0 Authority to Sign:**

Both parties executing this Subcontract acknowledge and warrant that they possess the authority to enter into this Subcontract on behalf of their respective companies.

**17.0 Insurance:**

Without in anyway limiting the Subcontractor's liability pursuant to Section 10, Indemnification, of this Subcontract, Subcontractor shall procure and maintain during the full term of this Subcontract the following insurance amounts and coverage:

- (a) Comprehensive General Liability with limits not less than \$1,000,000 each occurrence combined Single Limit for Bodily Injury and Property Damage.
- (b) Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
- (c) Worker's Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 each accident.
- (d) Professional Liability (E & O) Insurance with limits not less than \$1,000,000 each occurrence.
- (e) Subcontractor shall name WestEd as additional insured.

Subcontractor shall provide WestEd with appropriate certificate(s) of insurance prior to commencing performance. Subcontractor also understands and agrees that WestEd may withhold payment for services for any violations of the insurance provisions of this Subcontract.

**18.0 Additional Contract Clauses:**

The following contract clauses from California Department of Developmental Services' Prime Contract with the U.S. Department of Education, Contract Number H181A070037, will be incorporated in this Subcontract. Subcontractor will adhere to all applicable clauses.

**18.1 Audit Reports.** Subcontractor agrees to provide WestEd with reports of audits as required under OMB Circular A-133, as appropriate. In instances where an auditor has questioned Subcontractor's compliance with Federal laws and regulations that bear directly on the performance or administration of this Subcontract, Subcontractor shall provide copies of responses to auditor's report and its plan for corrective action.

**18.2 Allowable Costs.** Allowable costs are determined in accordance with the cost principles applicable to the organization incurring the costs, e.g., FAR Subpart 31.2 (commercial organizations), OMB Circular A-122 (non-profit organizations), OMB Circular A-21 (educational institutions). Specific unallowable costs include, but are not limited to, capitalized equipment with an acquisition cost of \$5,000 or more, foreign travel, entertainment cost, and use of funds to influence legislation or appropriations.

**18.3 Recycled Paper.** In accordance with Executive Order 12873, the Subcontractor is encouraged to submit paper documents that are printed/copied double-sided on recycled paper.

- 18.4 Site Inspection.** WestEd or the government has the right to inspect and evaluate the work performed or being performed under the Subcontract and the premises where the work is being performed at all reasonable times and in a manner that will not unduly delay the work.
- 18.5 Compliance.** In connection with its performance of this Subcontract, Subcontractor shall comply with all applicable Federal and State laws, regulations, standards, orders and requirements, including without limitation, each of the following to the extent applicable:
- (a) OMB Circular A-21 or OMB Circular 122
  - (b) OMB Circular 128 or OMB Circular 133
  - (c) Executive Order 11246 ("Equal Employment Opportunity") as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60)
  - (d) All standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857, et seq.) and the Federal Water Pollution Control Act (33 USC 125 1, et seq.) as amended.
- 18.6 Dual Compensation. (ED 307-3)** If a Subcontractor is involved in two or more projects, at least one of which is supported by federal funds, he/she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement. That is, an individual is prohibited from receiving double payment for any given period of work.
- 18.7 Organizational Conflicts of Interest.**
- (a) The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest as defined in FAR Subpart 9.5 or that the Subcontractor has disclosed all such relevant information.
  - (b) The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Subcontractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of action(s) which the Subcontractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- 18.8 Gratuities. (APR 1984) (FAR 52.203-3)** The right of the Subcontractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Subcontractor, its agent, or another representative:
- (a) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government.
  - (b) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

**18.9 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (FAR 52.209-6)**

- (a) The Subcontractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Where the Subcontractor is unable to certify to any of the statements in this certification, such Subcontractor shall attach an explanation to this Subcontract.
- (c) Subcontractor shall not enter into any agreement under this Subcontract with any individual or entity presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, as identified in Executive Order Nos. 12549 and 12689

**18.10 Audit and Records-Negotiation. (FAR 52.215-2)**

- (a) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Subcontractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Subcontract. This right of examination shall include inspection at all reasonable times of the Subcontractor's plants, or parts of them, engaged in performing the Subcontract.
- (c) Cost or pricing data. If the Subcontractor has been required to submit cost or pricing data in connection with any pricing action relating to this Subcontract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Subcontractor's records, including computations and projections, related to:
  - (i) The proposal for the contract, subcontract, or modification.
  - (ii) The discussions conducted on the proposal(s), including those related to negotiating.
  - (iii) Pricing of the contract, subcontract, or modification.
  - (iv) Performance of the contract, subcontract or modification.

- (d) Comptroller General:
  - (i) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Subcontractor's directly pertinent records involving transactions related to this Subcontract hereunder.
  - (ii) This paragraph may not be construed to require the Subcontractor to create or maintain any record that the Subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Subcontractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating: (1) the effectiveness of the Subcontractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- (f) Availability. The Subcontractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until three (3) years after final payment under this Subcontract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this Subcontract. In addition--
  - (i) If this Subcontract is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement.
  - (ii) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Subcontract shall be made available until such appeals, litigation, or claims are finally resolved.

**18.11 Notice and Assistance Regarding Patent and Copyright Infringement. (FAR 52.227-2)**

- (a) The Subcontractor shall report to WestEd and the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Subcontract of which the Subcontractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Subcontract or out of the use of any supplies furnished or work or services performed under this Subcontract, the Subcontractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Subcontractor pertaining to

such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Subcontractor has agreed to indemnify the Government.

**19.0 Flowdowns:**

In connection with its performance of this Subcontract, Subcontractor shall comply with the following clauses, incorporated by reference, with the same force and effect as if they were given in full text:

- (a) Limitation on Payments to Influence Certain Federal Transactions (FAR 52.203-12)
- (b) Equal Opportunity (FAR 52.222-26)
- (c) Affirmative Action for Special Disabled and Vietnam Era Veterans (FAR 52.222-35)
- (d) Affirmative Action for Handicapped Workers (FAR 52.222-36)
- (e) Employment Reports on Special disabled Veterans and Veterans of the Vietnam Era (FAR 52.222-37)
- (f) Limitation of Liability (FAR 52.246-23)
- (g) Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (EDAR 3452.242-73)

**Scope of Work for Victor Valley College**

Revise and infuse early intervention state guidelines and early start competencies into existing Early Childhood Education courses.

Develop specific curriculum and new coursework for the early intervention assistant certificate.

Develop and provide Early Intervention Training and research for Early Childhood Education faculty, Child Development Center staff and Early Childhood Education students.

## EXHIBIT II

### Budget - Victor Valley College

Curriculum and course development - 80 hrs. X \$25.00 per hr. = \$2000.00

Material purchase (text and videos) = \$200.00

Conduct research related to early intervention - 40 hrs. X \$25.00 hr. = \$1,000

Develop and provide early intervention training to faculty and child development staff -  
1 day retreat provide 3 faculty/staff stipends @ \$100.00 = \$300.00

Total \$3,500.00




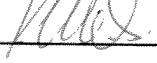
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT \_\_\_ BOARD ACTION X BOARD INFORMATION (no action required) \_\_\_

**TOPIC:** AMENDMENT #1 – FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES GRANT AGREEMENT 0810-44 TANF-CDC PROGRAM

**SUBMITTED BY:** Lori Kildal, STEM

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to adopt a resolution and accept a grant agreement between Victor Valley Community College District and Foundation for California Community Colleges. The period of this grant agreement is from July 01, 2009, through June 30, 2010.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

The program supports the education and teacher licensing of CalWorks' recipients. The program aims to increase the number of qualified early education professionals while providing CalWork's recipients with the opportunity to earn a family-sustaining wage as an early childhood educator.

**Fiscal Impact:** \$40,584.67 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees adopt a resolution and accept a grant agreement between Victor Valley Community College District and Foundation for California Community Colleges. The period of this grant agreement is from July 01, 2009, through June 30, 2010.

**Legal Review:** YES X NOT APPLICABLE \_\_\_

**Reference for Agenda:** YES X NO \_\_\_

## RESOLUTION

This resolution must adopt the Amendment #1 to Grant Agreement # 0810-44 to fiscal year 2008-2010 between the Victor Valley Community College District and the Foundation for Community Colleges (FCCC) is effective as of the first of July 2009, for the purpose of providing grant funding, fiscal management, and accountability for the Child Development Careers (CDC) program, and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.

---

## RESOLUTION

BE IT RESOLVED that the Governing Board of Victor Valley Community College authorizes entering into local agreement AMENDMENT # 1 to grant agreement 0810-44 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Dr. Robert Silverman	Superintendent/President	_____
Mary Pringle	Director of Fiscal Services	_____

PASSED AND ADOPTED this 10th day of November 2009, by the governing board of Victor Valley Community College District of San Bernardino County, California.

I, Chris Mollenkamp, Clerk of the Governing Board of Victor Valley Community College District, of San Bernardino, County, California, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting, and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)



**CHILD DEVELOPMENT CAREERS (CDC) PROGRAM  
(Formerly known as the TEMPORARY ASSISTANCE FOR NEEDY FAMILIES –  
CHILD DEVELOPMENT CAREERS (TANF-CDC) PROGRAM)**

**AMENDMENT #1 TO GRANT AGREEMENT 0810-44**

**BY AND BETWEEN THE  
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE  
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)**

This Amendment to Grant Agreement #0810- 44 between the **Victor Valley Community College District (District)** and the **Foundation for California Community Colleges (FCCC)** is effective as of the first day of July 2009 for the purposes of providing grant funding, fiscal management, and accountability for the **Child Development Careers (CDC) Program** operated by the District's **Victor Valley College**.

This Amendment changes the Grant Agreement (original source document) in the following areas:

- **ATTACHMENT A: Participating College's Core Roles and Responsibilities**  
The new title for this section is the following: 2009-2010 CDC Work Plan. Please refer to the attached work plan for details. The attached work plan voids and replaces "Attachment A" in the original source document.
- **ATTACHMENT B: CDC Program Budget**  
This Amendment voids and replaces any previous Amendments affecting the **Victor Valley College** 2009-2010 CDC Program Budget and reflects a redesign of the entire CDC program. Please see Attachment B for details.
- **ATTACHMENT C: TRAVEL REIMBURSEMENT RATES AND CONDITIONS**  
The new reimbursement rate for all privately owned vehicle mileage driven on State business is 55 cents per mile. Please refer to Attachment C for details.
- **ATTACHMENT D: CDC PROGRAM ALLOWABLE COST GUIDELINES**  
This Amendment voids and replaces Attachment D in the original source document. Please refer to Attachment D for details.
- **4. GRANT AMOUNT AND PAYMENTS**  
In consideration of satisfactory performance of services described in this Agreement and Attachments, the FCCC agrees to pay the District a total amount not to exceed **\$ 40,584.67** during the 2009-2010 fiscal year (July 1, 2009 – June 30, 2010).
- **6.03 FINAL REIMBURSEMENT INVOICES AND YEAR END REPORT**  
Submitted to FCCC on FCCC prescribed report forms no later than July 15, 2010.
- **14. GENERAL TERMS AND CONDITIONS**  
This Amendment voids and replaces this section in the original source document. The new section 14 is the following:

- 14.01 Termination: Either party may terminate this Agreement by providing 30-day written notice to the other, specifying the final date (Termination Date") for services to be performed. Any termination of this Agreement will not relieve the District from its obligation to pay FCCC (i) any amounts owing from any current or prior invoices and (ii) the amounts for any Services performed or out-of-pocket expenses incurred by FCCC on behalf of the District for the time period up to and including the Termination Date, any and all such amounts will be immediately due and payable to FCCC on such Termination Date. In addition, the District shall reimburse FCCC for any and all out of pocket expenses incurred during this time period. The Agreement shall become effective on the date shown on the first page and will continue in effect until the Termination Date.
- 14.02 Assignment: This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this Section will be void.
- 14.03 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit, the terms contained in the exhibits will control. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party.
- 14.04 Severability and Waiver. If this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement will remain in full force and effect as to the remaining provisions. No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.
- 14.05 Notices. All notices that either party may give to the other pursuant to this Agreement will be in writing and will be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, to the contacts set forth in the Agreement.
- 14.06 Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.
- 14.07 Indemnification. Grantee ("Indemnitor") will indemnify, defend and hold FCCC, and its directors, officers, employees, agents, and representatives (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees, resulting from, arising out of, or connected with (a) Indemnitor's performance of services or other obligations under this Agreement, (b) the acts or omissions of Grantee, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom Grantee is responsible (collectively, Indemnitor); (c) any breach by Indemnitor of this Agreement. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Indemnitees will control the defense and all related settlement negotiations. The Indemnitor will cooperate in the defense and furnish the Indemnitee with all related evidence in its control. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which

Indemnitees may have under applicable law, including without limitation, the right to implied indemnity.

- 14.08 Disputes. Any disputes may be resolved by a neutral third party mediator mutually agreed upon by both parties, if possible. In the event of an unresolved dispute, either party may file a "Notice of Dispute" with FCCC within ten (10) days of discovery of the problem. Within ten (10) working days, FCCC President or his/her designee shall meet with the parties for purposes of resolving the dispute. The decision of FCCC shall be final.

Please Note: Grant funds shall be expended only for the items and amounts identified and in support of the CDC program activities described in this Amendment and the former source document. FCCC reserves the right to cease payment under section 4 if: 1) the State of California issues IOUs to the Foundation; or 2) the Governor of the State of California or the California Department of Education issues any Executive Orders affecting the services arising from this Agreement, subject to applicable state or federal laws or regulations.

**Foundation for California Community Colleges  
2009-2010 Child Development Careers Application Work Plan**

**College Name:** Victor Valley College

**District:** 625CCD

**Grant Agreement:** 0810-44

**Slots Allocated #:** 20

**Purpose/Background:** Outlines expectations of accomplishments and deliverables for the program year and establishes a clear picture of the program design.

**I. Student Support and Achievements**

**Recruitment and Enrollment Outcome(s):**

Child Development Careers program staff will recruit and enroll qualified/motivated students to fill 100 percent of allocated slots.

**Program/ Student Activities**

List the activities associated with meeting the expected outcomes.

Program/ Student Activities	Timelines	Responsible Person	Method of Tracking
<p><i>Required program activities:</i></p> <ol style="list-style-type: none"> <li>Outreach will be made to potential Child Development Careers program participants within the college and the community.</li> </ol>	<ol style="list-style-type: none"> <li>At the beginning of each semester.</li> <li>As needed</li> </ol>	<ol style="list-style-type: none"> <li>Sandy Visser</li> <li>Kelly Johnson</li> </ol>	<ol style="list-style-type: none"> <li>Sign in sheet</li> <li>Case notes</li> </ol>
<ol style="list-style-type: none"> <li>Comprehensive screening and assessment will take place prior to enrollment in the program.</li> </ol>			

--	--	--	--

**Student Retention and Achievements Outcome(s):**

**1. Student Milestone Achievement**

**Track 1: General Child Development Careers student population.**

At least 70 percent of students will achieve 6 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.

**Track 2: Students with special circumstances which may include English Language Learners and students with Learning Disabilities.**

At least 70 percent of students will achieve 3 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.

**2. Student Permit Attainment**

Of the 15 students enrolled in the CDC program at Victor Valley college, a minimum of 5 participants will apply for and/or receive a permit upon completion of the 2009-2010 program year.

**Program/ Student Activities**

List the activities associated with meeting the expected outcomes.

	<b>Timelines</b> Report on when each activity will occur.	<b>Responsible Person</b> Report the person(s) responsible for each activity.	<b>Method of Tracking</b> Report on the tracking measures used for each activity.
<b>Required program activities:</b>			
1. Students will receive a comprehensive program orientation.	As needed	Sandy Visser & Kelley Johnson (1-8)	Compiling and filing the materials used in the activities (1)
2. Students will receive a customized educational plan and on-going assessments of progress made towards their permit goal.	basis (1-7)		
3. Students will be provided with a venue for cohort activities that	Ongoing (8)		

<p>encourages peer collaboration and support.</p> <ol style="list-style-type: none"> <li>4. Students will receive assistance with placement sites to fulfill practicum and/or work experience requirements.</li> <li>5. Students will receive assistance with completing and submitting the permit application to the Commission on Teacher Credentialing.</li> <li>6. Students will receive resources/ referrals to assist with job placement within the ECE field.</li> <li>7. Students will be referred to additional resources within the campus and the community (e.g. mentoring services, tutoring services).</li> <li>8. Program staff will form a working relationship with the campus CalWORKs office, Child Development Department, CEC Mentor Program, and Child Development Training Consortium in order to adequately meet student needs.</li> </ol>		<p>Logging and/or journaling the information (2-4)</p> <p>Recording in monthly progress report in the PTS (5-8)</p>
--	--	---



**Student Follow-up Outcome(s):**

1. 100 percent of Child Development Careers students, that exit the program with a permit, will be contacted for follow-up within one month and again at one year. At least 25 percent of these students will successfully complete the follow-up survey via phone, web, or USPS mail.
2. 100 percent of Child Development Careers students who withdraw from the program will be encouraged to complete an exit survey.

**Program/ Student Activities**

List the activities associated with meeting the expected outcomes.

<b>Timelines</b>	<b>Responsible Person</b>	<b>Method of Tracking</b>
Report on when each activity will occur.	Report the person(s) responsible for each activity.	Report on the tracking measures used for each activity.

<p><i>Required program activities:</i></p> <ol style="list-style-type: none"> <li>All students will be contacted in order to track their employment and education information upon successful completion of the Child Development Careers program.</li> <li>Program staff will report data in the Participant Tracking System (PTS)</li> </ol>	<ol style="list-style-type: none"> <li>End of the semester (December )</li> <li>Ongoing</li> </ol>	<p>Sandy Visser &amp; Kelly Johnson (1-2)</p>	<p>Recording in PTS (1-2).</p>
--	--	---	--------------------------------

**II. Program Administration**

**Data Management and Reporting Outcome(s):**

- Ensure student file and data accountability.
- Child Development Careers program staff will effectively utilize the full range of system features of the Participant Tracking System (PTS) to accurately track and report student progress to the FCCC in a timely manner.

**Program/ Student Activities**

List the activities associated with meeting the expected outcomes.

Timelines	Responsible Person	Method of Tracking
Report on when each	Report the	Report on the

	activity will occur.	person(s) responsible for each activity.	tracking measures used for each activity.
<p><i>Required program activities:</i></p> <ol style="list-style-type: none"> <li>1. Program staff will enter student information into the PTS within 10 business days of enrollment into the program.</li> <li>2. Program staff will update tracking information for each student on a regular basis.</li> <li>3. Program staff will submit all requested participant files within 10 business days to FCCC.</li> <li>4. Program staff will submit all quarterly reports in the PTS within 15 business days of the end of the reporting period.</li> </ol>	As needed (1-4)	Sandy Visser & Kelly Johnson (1-4)	<ul style="list-style-type: none"> <li>• PTS (1-4)</li> </ul>

**Budget Management Outcome(s):**

Ensure fiscal accountability.

**Program/ Student Activities**

List the activities associated with meeting the expected outcomes.

<b>Timelines</b> Report on when each activity will occur.	<b>Responsible Person</b> Report the person(s) responsible	<b>Method of Tracking</b> Report on the tracking measures used for each
--	---	--

		for each activity.	activity.
<p><i>Required program activities:</i></p> <ol style="list-style-type: none"> <li>1. Program staff will ensure FCCC's receipt of the monthly reimbursement invoice no later than the 15<sup>th</sup> day of the month following the invoiced month. Each monthly invoice shall include all expenditures incurred during the month.</li> <li>2. Program staff will submit all requested fiscal documents for desk audit within 10 business days.</li> </ol>	<p>Every month on the 15<sup>th</sup> (1-2)</p>	<p>Sandy Visser (1-2)</p>	<ol style="list-style-type: none"> <li>1. Email (for electronic version) and file the hard copy.</li> <li>2. Program Case Files</li> </ol>

**ATTACHMENT B: CDC Program Budget**  
**REVISED BUDGET FOR THE PERIOD:**  
**JULY 1, 2009 - JUNE 30, 2010**

The budget amounts below are based on the slot allocation requested by Victor Valley College. The FCCC may increase or decrease this budget if program enrollment is consistently 10% more or less than the requested slot allocation.

CATEGORY	AMOUNT															
<p><b>Campus CDC Program Staff Salaries and Benefits:</b>            The staff will organize, coordinate, construct, recruit and supervise the program. The staff will establish relationship with students, campus programs and community. The staff will support the academics needs as well as work experience for individual student.</p> <table border="0" data-bbox="211 661 925 871"> <thead> <tr> <th><u>Position</u></th> <th><u>%FTE</u></th> <th><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td>1. Facilitator</td> <td>50</td> <td>10,800</td> </tr> <tr> <td>2. Coordinator (CalWORKS)</td> <td>50</td> <td>10,800</td> </tr> <tr> <td>3. Program Assistant</td> <td>50</td> <td>5,000</td> </tr> <tr> <td>- The district pay roll cost : 15% = estimated</td> <td></td> <td>4,000</td> </tr> </tbody> </table> <p><u>Benefits:</u> None</p>	<u>Position</u>	<u>%FTE</u>	<u>Amount</u>	1. Facilitator	50	10,800	2. Coordinator (CalWORKS)	50	10,800	3. Program Assistant	50	5,000	- The district pay roll cost : 15% = estimated		4,000	<p><b>\$ 30,600</b></p>
<u>Position</u>	<u>%FTE</u>	<u>Amount</u>														
1. Facilitator	50	10,800														
2. Coordinator (CalWORKS)	50	10,800														
3. Program Assistant	50	5,000														
- The district pay roll cost : 15% = estimated		4,000														
<p><b>Required Travel Expenses (\$500 minimum):</b></p> <ul style="list-style-type: none"> <li>- Regional training institute- year round</li> <li>- quality improvement program</li> <li>- workshop for participants</li> <li>- Travel reimbursement for off campus/community recruitment</li> </ul>	<p><b>\$ 800</b></p>															
<p><b>Operating Expenses (e.g. Office Space, Telephone, Internet, Supplies):</b></p> <ul style="list-style-type: none"> <li>- office telephone and fax</li> <li>- office supplies</li> <li>- internet</li> <li>- printing</li> </ul>	<p><b>\$ 4200</b></p>															
<p><b>Fingerprint &amp; Background Fees:</b></p> <ul style="list-style-type: none"> <li>- fingerprint before entering the program or practicum</li> <li>- fingerprint for CCTC (to obtain permit)</li> </ul>	<p><b>\$ 700</b></p>															
<p><b>Participant Supportive Services(at least \$145 x # Active Slots):</b></p> <ul style="list-style-type: none"> <li>- book grant(s)</li> <li>- transportation (gas cards)</li> <li>- tutoring</li> <li>- school supplies</li> <li>- workshop for participants</li> </ul>	<p><b>\$4,284.67</b></p>															
<p align="right"><b>TOTAL 2009-10 GRANT AMOUNT (20 Active Slots x \$2,029.23)</b></p>	<p><b>\$ 40,584.67</b></p>															

## ATTACHMENT C

### TRAVEL REIMBURSEMENT RATES AND CONDITIONS

#### MEALS AND INCIDENTALS (IN-STATE/OUT-OF-STATE TRAVEL):

The following reimbursement rates are maximums, not allowances. Employees may claim only their actual expense and must have receipts substantiating the amount claimed. Employees may not claim meals provided by the State, meals included in hotel expenses or conference fees.

Lodging, meals and incidental reimbursements shall not be made for expenses incurred within 50-miles of home or headquarters.

For each full 24-hour period of travel, employee may claim the following:

BREAKFAST	ACTUAL EXPENSE UP TO \$6
LUNCH	ACTUAL EXPENSE UP TO \$10
DINNER	ACTUAL EXPENSE UP TO \$18
INCIDENTALS	ACTUAL EXPENSE UP TO \$6

#### TRIPS OF 24 HOURS OR MORE:

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

<b>FIRST DAY OF TRAVEL</b>	
TRIP BEGINS AT OR BEFORE 6 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 11 AM	LUNCH MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 5 PM	DINNER MAY BE CLAIMED
<b>CONTINUING AFTER 24 HOURS</b>	
TRIP ENDS AT OR AFTER 8 AM	BREAKFAST MAY BE CLAIMED
TRIP ENDS AT OR AFTER 2 PM	LUNCH MAY BE CLAIMED
TRIP ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED

#### TRIPS OF LESS THAN 24 HOURS:

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

<b>FRACTIONAL DAY OF TRAVEL</b>	
TRIP BEGINS AT OR BEFORE 6 AM AND ENDS AT OR AFTER 9 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 4 PM AND ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED

EMPLOYEES MAY NOT CLAIM LUNCH OR INCIDENTALS ON ONE-DAY TRIPS. WHEN TRIPS ARE LESS THAN 24 HOURS AND THERE'S NO OVERNIGHT STAY, MEALS CLAIMED ARE TAXABLE.

---

**MILEAGE REIMBURSEMENT RATE:**

All privately owned vehicle mileage driven on State business is subject to advance approval by the appointing authority. The rate claimed shall be considered full reimbursement for all costs related to the operation and maintenance of the vehicle, including both liability and comprehensive insurance.

---

AUTOMOBILE	55 CENTS PER MILE
BICYCLE UP TO	4 CENTS PER MILE

---

**LODGING REIMBURSEMENT - SHORT-TERM TRAVEL:**

Employees who incur overnight lodging expenses at a commercial lodging establishment catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. must provide a receipt to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

---

ALL CALIFORNIA COUNTIES NOT LISTED BELOW	ACTUAL EXPENSE UP TO \$84 PER NIGHT, PLUS TAX
LOS ANGELES AND SAN DIEGO COUNTIES	ACTUAL EXPENSE UP TO \$110 PER NIGHT, PLUS TAX
ALAMEDA, SAN FRANCISCO, SANTA CLARA, AND SAN MATEO COUNTIES	ACTUAL EXPENSE UP TO \$140 PER NIGHT, PLUS TAX

---

**OUT-OF-STATE LODGING/OUT-OF-STATE MEAL ALLOWANCE:**

Payment is for actual lodging expenses, supported by a receipt. Without receipts, payment will be the in-state lodging rate. Meal allowance is paid at the same rate as the in-state rate.

## ATTACHMENT D

### CDC PROGRAM ALLOWABLE COST GUIDELINES

#### A. BUDGET LINE ITEMS AS CONTAINED IN DISTRICT/COLLEGE GRANT AGREEMENTS

<b>BUDGET LINE ITEMS:</b>
---------------------------

▪ <b>PROGRAM STAFFING</b>
---------------------------

#### **Allowable Activities/Services**

Program Staffing funds may be used in one or any combination of the following activities/services:

1. To reimburse campus CDC Program staff (i.e.: Facilitator/CalWORKs Liaison/Assistant) for providing services to participating CDC Program participants.\*
2. To pay the salary of other support staff that provides direct services to the CDC Program.
3. To provide Participant Supportive Services. (See Allowable Activities/Services as listed in Budget Line Item: Participant Supportive Services)

\*Note: The Staffing funds can be used to either supplement and/or replace CDC Program staff current salary. Staffing funds are a fixed amount based on the number of slots allocated for the program year. The campus CDC program will be expected to maintain an **Active** participant roster within ten percent (10%) of its designated slot allocation.

A participant is in **Active** status ONLY while they are enrolled in coursework that is REQUIRED by the Commission on Teacher Credentialing (CTC) to achieve their designated Exit Goal at the Associate Teacher (12 ECE Units) or Teacher Permit (16 GE units and 24 ECE units) level; AND remedial and/or prerequisite courses needed to successfully complete the CTC required coursework. Once a participant completes all CTC required coursework with a grade of "C" or better, they can remain in Active Status for one additional semester to receive case management services that support their successful transition to work experience and the permit application process.

<b>BUDGET LINE ITEM:</b>
--------------------------

▪ <b>OPERATING EXPENSES</b>
-----------------------------

#### **Allowable Activities/Services**

Operating Expenses funds may be used in one or any combination of the following activities/services:

1. To reimburse campus for office space used for operation of CDC Program.
2. To reimburse telephone services used for operation of CDC Program.
3. To purchase office supplies, including printed materials such as brochures and flyers that directly relate to the CDC Program.

For audit purposes, if the CDC Program's direct costs for office space and telephone cannot be readily identified, it is recommended that the District/College establish an auditable formula driven "Cost Allocation Plan" (i.e. prorated portion of costs).



**BUDGET LINE ITEMS:**

▪ **FINGERPRINT FEES**

**Allowable Activities/Services**

Fingerprint Fees funds may be used in one or any combination of the following activities/services:

1. To pay for practicum and/or work experience background clearance fingerprint fees for each participant.
2. To pay for fingerprint fees as required by the Commission on Teacher Credentialing when processing participants' permit applications.

**BUDGET LINE ITEMS:**

▪ **TRAVEL EXPENSES TO REGIONAL TRAINING INSTITUTES (RTI)**

**Allowable Activities/Services**

Travel funds may be used for one or any combination of the following activities:

1. To pay travel expenses for CDC Program staff (i.e.: Facilitator/CalWORKs Liaison/Assistant) Program participant(s) and other campus Early Care and Education (ECE), CalWORKs, and fiscal staff who are directly coordinating services with the CDC Program to attend CDC Program sponsored Regional Training Institutes.
2. To pay registration fees for CDC Program staff or Program participants to attend local, regional, or state functions (trainings, meetings, conferences, etc.) concerning ECE or CalWORKs that will benefit the CDC Program's administrative and academic services.\*

\*Travel funds used for non CDC sponsored trainings and meetings must receive written approval from the Foundation for California Community Colleges.

**BUDGET LINE ITEMS:**

▪ **PARTICIPANT SUPPORTIVE SERVICES**

**Allowable Activities/Services**

Participant Supportive Services funds may be used in one or any combination of the following categories:

1. Participant Book and Instructional Materials Grants – Ensures that costs associated with the purchase of books, supplies and supplemental instructional materials (e.g. professional development literature, children's books, or required reading in a second language) are covered in the event that a participant faces sudden and/or unexpected changes in TANF and/or financial aid eligibility, hence diminishing the possibility of a participant's withdrawal from the Program due to such changes.
2. Participant Transportation Grants – Provide transportation assistance needed to attend school or work, should a student become ineligible for CalWORKs and/or other financial assistance that previously covered these program related expenses. This line item is

included to ensure that a participant does not drop out of the program because of a sudden and/or unexpected change in TANF and/or financial aid eligibility.

3. Participant Tutoring Services – Provide specialized tutoring services that may not be available through regular on-campus learning/tutoring resources and services. This line item is included to ensure that a participant does not drop out of the Program because of a lack and/or unavailability of specialized educational tutoring services.
4. Special Services, Workshops and Cohort Classes – Provide supplemental instructional and general participant support services in the form of workshops, classes and services that address specific CDC participant barriers/issues to successful completion of the ECE academic coursework, permit requirements, job search, and job retention.

These services may include:

- Speakers brought onto campus to provide information and training related to ECE.
  - Participants attending local professional trainings or meetings related to ECE.
  - Cohort class expenses (teacher, etc.).
  - Expenses related to providing additional classes attended by CDC Program participants which would otherwise not be offered without funds from the CDC Program.
  - Interview clothes for job placement.
  - Awards (gift certificates, vouchers for educational purposes) for the completion of the program (per semester, limits assigned by FCCC) and gatherings, including permit completion ceremonies/events for purpose of follow-up and retention.
  - Counseling as recommended by college staff (either group or individual).
5. Work-Study Wages - Provide Work-Study wages for CDC Program participants while the individuals are in a practicum, or work experience assignment.

## **B. BUDGET LINE ITEM TRANSFERS**

With prior written approval from the Foundation, surplus funds from a given line item of the budget may be transferred to defray/increase allowable direct costs within another budget line-item. Before any transfer of funds can occur, a Budget Line-Item Transfer Request Form must be submitted by the college and approved by the Foundation. **Funds may not be transferred in or out of the Program Staffing line-item.**

## **C. PROHIBITIONS**

CDC Program Funds CANNOT be used to:

1. Purchase office equipment; such as personal computers, computer parts, DSL modems or routers, lap tops, fax machines, printers, scanners, or copiers.
2. Purchase food items.
3. Pay for medical related costs or services.
4. Pay for living expenses (rent, utilities, etc.).
5. Pay for fines, tickets, late fees, penalties, child support payments, or other costs incurred because of negligent behavior.
6. Pay for items or services not directly related to successful participation in the CDC program and subsequent job placement.

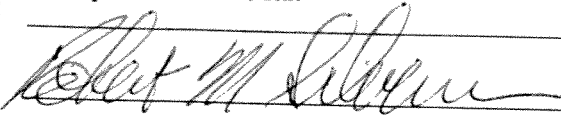
**Signatures**

The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Amendment and commit their respective organizations to comply with them.

**On behalf of the District:**

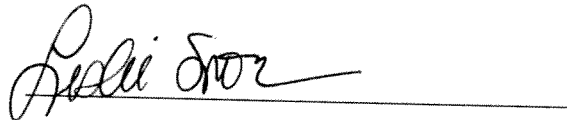
Name: Robert M. Silverman

Title: Superintendent/President

Signature:  Date: 10-19-09

**On behalf of FCCC:**


Signature of Leslie  
Snock:  
(CDC Program Director)

 Date: 09/30/09

**FCCC Corporate Officer  
Signature:**

Name: Keetha Mills

Title: CFO

Signature:  Date: 10/5/09

**Other Authorized  
Signatory:**

Name: Christopher Joyce

Title: Dir HR/Corp Sec

Signature:  Date: 10-5-09

Please return one (1) of the two (2) Grant Agreement Amendments with **original signatures** to:

CDC PROGRAM  
ATTN: ANDRÉ LIPINSKI  
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES  
1102 Q STREET, SUITE 3500  
SACRAMENTO, CA 95811

For information or assistance, please contact Andre Lipinski at (916) 325-1864 or via e-mail: [alipinski@foundationccc.org](mailto:alipinski@foundationccc.org)

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT \_\_\_ BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: AGREEMENT – SAN BERNARDINO COUNTY WORKFORCE INVESTMENT BOARD WELDER TRAINING

SUBMITTED BY: Ginger Ontiveros, Foundation

RECOMMENDED BY: Dr. Christopher O'Hearn 

APPROVED BY: Robert Silverman 

**Description/Background:**

The San Bernardino County Workforce Investment Board (WIB) has selected Victor Valley Community College to provide contract education services funded through the American Recovery and Reinvestment Act. This contract is required to accept funding and establish contract education courses for training WIB clients in Welding. The period of this agreement is from December 14, 2009, through February 12, 2010.

**Need:**

The Workforce Investment Board has determined that a need for training welders will lead to increased employment in the region.

**Fiscal Impact:** \$77,375 to the District

**Recommended Action:** It is recommended by the Superintendent/President that the Board of Trustees accept an agreement between Victor Valley Community College and the County of San Bernardino to implement contract education training in Welding. The period of this agreement is from December 14, 2009, through February 12, 2010.

Legal Review: YES \_\_\_ NOT APPLICABLE X \_\_\_

Reference for Agenda: YES \_\_\_ NO \_\_\_



County of San Bernardino

F A S

**STANDARD CONTRACT**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code <b>VICTORV576 D</b>		Dept. <b>SC</b>	Job <b>A</b>	Contract Number			
<input type="checkbox"/> Change			Dept.	Orgn.	Contractor's License No.			
<input type="checkbox"/> Cancel			SAC	JOB	N/A			
County Department Department of Workforce Development			Telephone (909)387-9862		Total Contract Amount			
County Department Contract Representative Sandra Harmsen - Director								
<input type="checkbox"/> Revenue		<input checked="" type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:		
If not encumbered or revenue contract type, provide reason:								
Commodity Code 96130		Contract Start Date Dec 14, 2009	Contract End Date Feb 12, 2010	Original Amount \$	Amendment Amount \$			
Fund SAC	Dept. JOB	Organization ADRS	Appr. 300	Obj/Rev Source 3905	GRC/PROJ/JOB No.	Amount \$77,375		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$		
Project Name Victor Valley College Welding Training Program			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D
			09-10	\$77,375				

THIS CONTRACT, hereinafter called "the Contract," is entered into in the State of California by and between the County of San Bernardino, hereinafter called "the County," and

Name  
Victor Valley College  
Address  
18422 Bear Valley Road  
Victorville, CA 92395  
Telephone  
(760)245-4271

hereinafter called "the Contractor"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal ID No. or Social Security No.  
95-6006576

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, the County desires the Contractor, an existing partner, to provide occupational skills training to Workforce Investment Act of 1998 (WIA) customers within the workforce system of San Bernardino County; and

**WHEREAS**, the County has been allocated funds under WIA to provide such services; and

**WHEREAS**, the County desires that such services be provided by the Contractor and the Contractor agrees to perform these services as set forth below;

**NOW THEREFORE**, the County and the Contractor mutually agree to the following terms and conditions:

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

TABLE OF CONTENTS

I. DEFINITIONS ..... 3

II. CONTRACTOR SERVICE RESPONSIBILITIES ..... 3

III. CONTRACTOR GENERAL RESPONSIBILITIES..... 3

IV. COUNTY RESPONSIBILITIES..... 8

V. FISCAL PROVISIONS..... 9

VI. RIGHT TO MONITOR AND AUDIT ..... 9

VII. CORRECTION OF PERFORMANCE DEFICIENCIES ..... 10

VIII. TERM ..... 11

IX. EARLY TERMINATION ..... 11

X. GENERAL PROVISIONS ..... 11

XI. CONCLUSION ..... 14

- Exhibit A – *COURSE CURRICULUM*
- Exhibit B – *TRAINING CERTIFICATION REPORT*
- Exhibit C – *EMPLOYMENT VERIFICATION FORM*

## I. DEFINITIONS

- A. Department of Workforce Development (WDD) – The County Department of Workforce Development is one of four departments within the Economic Development Agency umbrella. The WDD administers and operates programs under the Department of Labor's Workforce Investment Act. The County Workforce Investment Board oversees the programs offered through the WDD.
- B. Workforce Investment Act (WIA) – Signed into law on August 7, 1998, this law replaces the former Job Training Partnership Act (JTPA). WIA reforms federal job training programs and mandates more comprehensive activities and training programs.
- C. Workforce Investment Board (WIB) – A public policy body appointed by the County of San Bernardino Board of Supervisors with responsibility for providing strategic planning and policy development of the County's workforce investment system.
- D. Employment Resource Center – Regionally designated locations from which WIA and Employment Services are administered to serve the residents of the County.
- E. Welding – A fabrication or sculptural process that joins materials, usually metals or thermoplastics, by causing coalescence. This is often done by melting the work pieces and adding a filler material to form a pool of molten material (the *weld pool*) that cools to become a strong joint, with pressure sometimes used in conjunction with heat, or by itself, to produce the weld.

## II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. The Contractor shall provide classroom space, qualified instructor(s), course curriculum and hands on training for twenty-five (25) selected WIA customers in welding. Contractor shall reserve fifty percent (50%) of the class seats for the registration of WIA referrals and maintain a waiting list of potential registrants until one (1) week prior to the start date of the course. At that time all remaining seats may be filled from Contractor's wait list. Course shall not commence without one hundred percent 100% enrollment, unless prior approval has been received from WDD.
- B. The Contractor shall provide WDD with a contact person that will be responsible for registration, enrollment, reports, and any other program related questions and/or concerns.
- C. The Contractor shall show priority of service to WIA funded customers which shall include referrals from WIA funded youth providers.
- D. The Contractor shall be responsible for each customer to complete the WIA application and to report to the Employment Resource Center prior to the first day of the course.
- E. The course, as detailed in Exhibit "A" incorporated herein, will consist of a minimum of three hundred twenty (320) hours of classroom instruction. The Contractor shall recruit WIA eligible customers and ensure that each customer is enrolled in the WIA system through WDD staff.
- F. The Contractor shall provide WDD with monthly updates and progress reports on each customer enrolled in the course. The Contractor shall ensure that all monthly updates and progress reports are received by WDD by the 10<sup>th</sup> day of each month. The reports will include: attendance, classroom performance, and/or any related issues that may positively or negatively impact the

success of the customer's completion of the course. The report form is detailed in Exhibit "B". Contractor will notify WDD immediately if there are any attendance issues/concerns with the customer.

- G. The Contractor shall provide certificates of completion to WDD staff for each customer that has successfully completed the course as future funding is dependant upon successful completion of each customer. The Contractor shall track employment for each customer and shall complete the employment verification form (Exhibit "C") provided by WDD and submit the form as part of the monthly update due by the 10<sup>th</sup> day of each month. The Contractor shall report only new employments for each month.
- H. The Contractor shall coordinate with WDD to ensure that an assessment for each customer is administered prior to enrollment into the course.

### III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, the Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County. The Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Orders 12549 and 12689, and implemented as 45 CFR, Part 76.
- B. Without the prior written consent of the County's Economic Development Agency Administrator or the Assistant Administrator for the Economic Development Agency or their designee, this Contract is not assignable by the Contractor either in whole or in part.
- C. The Contractor agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent the Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. If during the course of the administration of this Contract the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. The Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County's WDD Department Head. Any subcontractor shall be subject to the same provisions as Contractor. The Contractor shall be fully responsible for the performance of any subcontractor.
- F. The Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. Said records shall be kept and maintained within the County. The County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.



Records, should include, but are not limited to, primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete, current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- G. The Contractor shall notify the County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify the County of changes in telephone or fax numbers.
- H. The Contractor shall notify the County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise the County of the steps being taken to provide the services and to fill the position(s) as expeditiously as possible. Vacancies and associated problems shall be reported to the County on each periodically required report for the duration of said vacancies and/or problems.
- I. The Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event that the County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- J. The Contractor shall observe all federal, state and county regulations concerning confidentiality of records. The Contractor shall refer all requests for information referring to the services provided under Contract to the County.
- K. The Contractor agrees to and shall comply with the following indemnification and insurance requirements:
  - 1. Indemnification. The Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
  - 2. Additional Insured. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities

- arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and the Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
  4. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
  5. Severability of Interests. The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
  6. Proof of Coverage. The Contractor shall furnish Certificates of Insurance to the County department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the department, and the Contractor shall maintain such insurance from the time the Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
  7. Acceptability of Insurance Carrier. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
  8. Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000) shall be declared to and approved by Risk Management.
  9. Failure to Procure Coverage. In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right, but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
  10. Insurance Review
    - a. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

- b. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. The Contractor agrees to execute any such amendment within thirty (30) days of receipt.
  - c. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
11. Insurance Specifications. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:
- a. Workers' Compensation/Employers Liability.
    - i. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollars (\$250,000) limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.
    - ii. If the Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.
    - iii. With respect to Contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
  - b. Commercial/General Liability Insurance. The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
    - i. Premises operations and mobile equipment.
    - ii. Products and completed operations.
    - iii. Broad form property damage (including completed operations).
    - iv. Explosion, collapse and underground hazards.
    - v. Personal injury
    - vi. Contractual liability.
    - vii. Two million dollars (\$2,000,000) general aggregate limit.
  - c. Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the

Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- L. The Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. The Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
  - M. The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
  - N. The Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
    1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County WDD Contracts Unit.
    2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County WDD Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the WDD shall supply a sample of the Plan format. The Contractor shall be monitored by the WDD for compliance with provisions of its Civil Rights Plan.
  - O. The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
  - P. The Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, California Code of Regulations).
  - Q. If the amount available to the Contractor under this Contract exceeds one hundred thousand dollars (\$100,000), the Contractor agrees to comply with the Clean Air Act (42 USC 7606), Section 508 of

the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

- R. The Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- S. The Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

#### **IV. COUNTY RESPONSIBILITIES**

- A. WDD shall act as liaison between the Contractor and the Local WIB.
- B. WDD staff shall complete the WIA registration and enrollment process for each customer prior to the start of the first day of the course. Eligibility determination shall be the sole responsibility of the WDD and will be made by the advisors assigned to the program.
- C. WDD shall coordinate with the Contractor to ensure a comprehensive assessment for each customer is administered prior to enrollment into the course. WDD will verify that customers referred by WDD will have the minimum qualifications for each course.
- D. WDD shall provide case management services to all WIA enrolled customers.
- E. WDD shall provide the Contractor a contact person to facilitate all needs related to program success.

#### **V. FISCAL PROVISIONS**

- A. The maximum amount payable under this Contract shall not exceed seventy-seven thousand three hundred seventy-five dollars (\$77,375).
- B. The Contractor shall invoice the County within forty five (45) days from the start of the course for fifty percent (50%) of the Contract and shall include a class roster. The Contractor will then invoice the County within forty five (45) days of completion of class for the remaining fifty percent (50%) of the Contract. Final invoice shall include a copy of the final Training Certification Report that details attendance, course completion and copy of certificates information for all WIA enrolled employees. Invoices and documentation will be submitted for payment to:

County of San Bernardino - Department of Workforce Development  
Hesperia Employment Resource Center  
Attn: Janica Nagel  
15555 Main Street, Suite G-4  
Hesperia, CA 92345

- C. The Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. The Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

- D. Costs for services under the terms of this Contract shall be incurred during the Contract period except as approved by the County. The Contractor shall not use current year funds to pay prior or future year obligations.
- E. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. The Contractor shall not claim reimbursement or payment from the County for, or apply sums received from the County with respect to that portion of its obligations that have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F. The County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless the County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- G. Use of ARRA Funds and Requirements
1. This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%); or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.
  2. Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.
  3. The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.
  4. Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

H. Schedule of Expenditure of Federal Awards

1. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A- 133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, Contractor agrees to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.
2. Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

**VI. RIGHT TO MONITOR AND AUDIT**

- A. The County shall have the absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract.
- B. The County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted.
- C. The Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to the County. If said records are not made available at the scheduled monitoring visit, the Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- E. The Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.



- F. Upon the County's request, the Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with the County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to OMB Circular A-133, Contractors expending five hundred thousand dollars (\$500,000) or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.

## **VII. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. Failure by the Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, the County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - 1. Afford the Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of the County; and/or
  - 2. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - 3. Withhold funds pending duration of the breach; and/or
  - 4. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to the Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

## **VIII. TERM**

This Contract is effective December 14, 2009 through February 12, 2010 but may be terminated earlier in accordance with provisions of Section IX of the Contract.

## **IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph B, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Administrator of the Economic Development Agency is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. The Contractor shall only be reimbursed for costs and non cancelable obligations incurred prior to the date of termination. The Contractor shall not be reimbursed for costs incurred after the date of termination.



## X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Victor Valley College  
Attn: Ginger Ontiveros  
18422 Bear Valley Road  
Victorville, CA 92395

County: County of San Bernardino - Department of Workforce Development  
Attn: Contract and Finance Unit  
215 North D Street, Suite 301  
San Bernardino, CA 92415-0046

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. The Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from the Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. Equipment - All equipment, materials, supplies or property of any kind having a single unit cost of five hundred dollars (\$500) or more requires prior approval from the WDD.
- E. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The federal government (Department of Labor) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for federal government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- F. The County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to the Contractor in the event debts and wages have not been paid on a current basis.
- G. No waiver of any of the provisions of the Contract shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- H. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- I. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- J. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the state court located within the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

**XI. CONCLUSION**

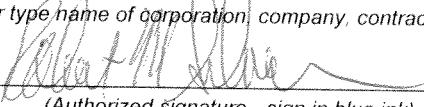
- A. This Contract, consisting of fourteen (14) total pages including Exhibits A, B and C, is the full and complete document describing services to be rendered by the Contractor to the County including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. IN WITNESS WHEREOF, the County signatory has been authorized by the Board of Supervisors of the County to sign this Contract on its behalf and the Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written. ///

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Laurie Rozko, Director Purchasing Department

Dated: \_\_\_\_\_  
(Print or type name of person signing contract)

VICTOR VALLEY COLLEGE  
(Print or type name of corporation, company, contractor, etc.)

By ►   
(Authorized Signature - sign in blue ink)

Name \_\_\_\_\_ Dr. Robert Silverman  
Title \_\_\_\_\_ Superintendent/President  
(Print or Type)

Dated: \_\_\_\_\_

Address: \_\_\_\_\_ 18422 Bear Valley Road  
\_\_\_\_\_ Victorville, CA 92395

Approved as to Legal Form ► _____ Deputy County Counsel Date _____	Reviewed by Contract Compliance ► _____ Janice Lindsay, Deputy Director Date _____	Presented to Purchasing for Signature ► _____ Sandra Harmsen, Director Date _____
---	---	--

**Auditor/Controller-Recorder Use Only**


<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT \_\_\_ BOARD ACTION X BOARD INFORMATION (no action required) \_\_\_

TOPIC: SECOND READING – BOARD POLICIES, CHAPTERS 4 AND 5

SUBMITTED BY: Christopher O'Hearn

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

**Description/Background:**

Board policies require periodic review and revision to concur with changes in the law and the Education Code.

**Need:**

To review Chapters 4 and 5 of Board Policy.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees review for second reading and approve Chapters 4 and 5.

**Legal Review:** YES \_\_\_ NOT APPLICABLE X \_\_\_

**Reference for Agenda:** YES X NO \_\_\_

---

## Table of Contents

---

### Chapter 4: Instruction

Standards of Educational Excellence.....	4000
Academic Calendar .....	4010
Program, <del>and Curriculum,</del> <b>Course Development &amp; Program</b>	
<b>Discontinuance</b> .....	4020
Philosophy and Criteria for Associate Degree and GE .....	4025
Academic Freedom .....	4030
Academic Collegial Consultation .....	4035
Library Services .....	4040
Articulation .....	4050
Delineation of Functions Agreements .....	4060
Auditing and Auditing Fees .....	4070
Graduation Requirements for Degrees and Certificates .....	4100
Honorary Degrees .....	4110
Standards of Scholarship .....	4220
Course Repetition .....	4225
<b>Multiple and Overlapping Enrollment</b> .....	<b>4226</b>
Grading Symbols .....	4230
<b>Grade Changes</b> .....	<b>4231</b>
Credit by Examination .....	4235
Academic Renewal .....	4240
Probation, Disqualification and Readmission .....	4250
Pre-requisites and Co-requisites .....	4260
Field Trips and Excursions .....	4300
Community Services .....	4400

Reviewed 9/2009

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Standards of Educational Excellence**

**4000**

Victor Valley Community College District shall honor and uphold high standards of educational excellence in the quality and currency of curriculum, the measurement and improvement of student learning, the evaluation of enhancement of our overall effectiveness as an institution of higher learning, and the ongoing development of professional instructional competence. In so doing, we sustain an optimal learning environment in which our students can succeed.

Referenced: Accrediting Commission for Community and Junior Colleges, June 2006  
Standards

Reviewed 9/2009

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Academic Calendar**

**4010**

The Superintendent/President shall, in consultation with the appropriate groups, submit to the Board for approval an academic calendar.

Reference: Education Code Section 70902(b)(12)

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Program, ~~and Curriculum,~~ Course Development & Program Discontinuance 4020**

The programs and curricula of the District shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the Superintendent/President shall establish procedures for the development and review of all curricular offerings, including their establishment, modification, or discontinuance. Furthermore, these procedures shall include:

- appropriate involvement of the faculty and Academic Senate in all processes.
- regular review and justification of programs and course descriptions.
- opportunities for training for persons involved in aspects of curriculum development.
- Consideration of job market and other related information for vocational and occupational programs.

All new programs and program deletions shall be approved by the Board.

~~New courses that are not part of an existing approved program and.~~ All new programs shall be submitted to the Office of the Chancellor for the California Community Colleges for approval as required.

**Individual degree-applicable credit courses offered as part of a permitted educational program shall be approved by the Board. Nondegree-applicable credit and degree-applicable courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.**

Reference: Education Code Sections **70901(b), 70902(b), 78016**; Title 5 Sections **51000, 51022(a); 55100, 55130, 55150**

**See Administrative Procedure: 4021**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Philosophy and Criteria for Associate Degree and General Education** **4025**

Courses that are designated to fulfill the general education and depth requirements shall meet the following philosophy.

The awarding of an Associate degree is intended to represent more than an accumulation of units. It is to symbolize a successful attempt on the part of the college to lead students through patterns of learning experiences designed to develop certain capabilities and insights. Among these are the ability to think and to communicate clearly and effectively both orally and in writing; to use mathematics, to understand the modes of inquiry of the major disciplines; to be aware of other cultures and times; to achieve insights gained through experience in thinking about ethical problems, and to develop the capacity for self-understanding.

In addition to these accomplishments, the student shall possess sufficient depth in some field of knowledge to contribute to lifetime interest.

Central to an Associate degree, general education is designed to introduce students to the variety of means through which people comprehend the modern world. It reflects the conviction of colleges that those who receive their degrees must possess in common certain basic principles, concepts and methodologies both unique to and shared by the various disciplines. College educated persons must be able to use this knowledge when evaluating and appreciating the physical environment, the culture, and the society in which they live. Most important, general education should lead to better understanding.

In the establishing or modifying a general education program, ways shall be sought to create coherence and integration among the separate requirements. It is also desirable that general education programs involve students actively in examining values inherent in proposed solutions to major society problems.

The Superintendent/President shall establish procedures to assure that courses used to meet general education and associate degree requirements meet the standards in this policy. The procedures shall provide for appropriate Academic Senate involvement.

Reference: Title 5 Section ~~55805~~ **55061**; Accreditation Standard II. A. 3



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Academic Freedom**

**4030**

Victor Valley College believes academic freedom in relation to teaching duties is fundamental and essential to the teaching profession:

1. Teachers must be free to teach and students free to learn. Both must have access to and be free to explore and discuss issues and divergent points of view. Both must be free to form, hold, and express judgments and opinions, responsibly identifying them as such. The profession must defend itself and its members from any abridgment of academic freedom.
2. Teachers must have the responsibility for developing curriculum and selecting instructional materials and methods to meet the goals of that curriculum. Teachers and governing boards must develop procedures to be followed when there are criticisms/objections to methods or materials. The content of instruction must be judged and controlled by skilled professionals without undue interference by any individual or group. Individuals or groups, which seek to inhibit academic freedom, must not have influence over the hiring, firing, promotion or due process rights of teachers.
3. The same policies and protections applied to full-time teachers apply also to part-time and temporary teachers.
4. Teachers must be free to evaluate, criticize, and/or advocate personal points of view concerning educational matters in the classroom. Teachers must not be restricted when assisting their colleagues in the event their academic and/or professional freedoms are violated.
5. Teachers must be employed, promoted, or retained in relation to their teaching abilities and performance without discrimination or harassment regarding their personal opinions or their scholarly, literary, or artistic endeavors. The presence during class of any individual or organization whose intent is to decide or determine what is accurate or inaccurate inhibits academic freedom.

Reference: Title 5 Section 51023; Accreditation Standard 2-2 **II.A.7**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Academic Collegial Consultation**

**4035**

The Victor Valley College Board of Trustees will operate according to the provisions of Title 5, Section 53200-53204 in "Consulting Collegially" with the Academic Senate for Victor Valley College.

"Consult collegially" means that the District Governing Board shall develop policies on academic and professional matters through either or both of the following methods according to its own discretion:

1. Relying primarily upon the advice and judgment of the Academic Senate;
- or
2. That the district governing Board or such representatives as it may designate, and the representative of the Academic Senate shall have an obligation to reach mutual agreement by written resolution, regulation, or policy of the governing Board effectuating such recommendations.

For the following items, the Board of Trustees will rely primarily upon the advice of the Academic Senate:

1. Curriculum, including establishing prerequisites and placing courses within disciplines;
2. Degree and certificate requirements;
3. Grading policies;
4. Educational program development;
5. Standards or policies regarding student preparation and success;
6. District and college governance structures, as related to faculty roles;
7. Faculty roles and involvement in accreditation processes, including self study and annual reports;
8. Policies for faculty professional development activities;
9. Processes for program review
10. Processes for institutional planning and budget development;
- and
11. Other academic and professional matters as mutually agreed upon between the governing board and the Academic Senate.

**Reference: Title 5 Sections 53200 – 53204**

**Reviewed 9/2009**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Library Services**

**4040**

The District shall have library services that are an integral part of the educational program.

Reference: Education Code Section 78100

Reviewed/Updated 9/2009

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Articulation**

**4050**

The Superintendent/President shall establish procedures that assure appropriate articulation of the District's educational programs with proximate high schools and baccalaureate institutions.

The procedures also may support articulation with institutions, including other community colleges and those that are not geographically proximate but that are appropriate and advantageous for partnership with the District.

Reference: Title 5 Section 51022(b); **Education Code Sections 66720-66744**

Reviewed 9/2009

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Delineation of Functions Agreements**

**4060**

Whenever a mutual agreement with a school district or other educational entity relating to responsibility for noncredit continuing education programs is required by state law, the Superintendent/President shall present an appropriate memorandum of understanding to the Board for approval.

Reference: Education Code Sections 8535, 8536

Reviewed 9/2009

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Auditing and Auditing Fees**

**4070**

Students may audit courses.

The fee for auditing courses shall be no more than \$15.00 per unit. Students enrolled in classes to receive credit for ten (10) or more semester credit units shall not be charged a fee to audit three or fewer semester units per semester.

No student auditing a course shall be permitted to change his or her enrollment to receive credit for the course.

Priority in class enrollment shall be given to students enrolled in the course for credit towards a degree or certificate.

Reference: Education Code Section 76370

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Graduation Requirements for Degrees and Certificates**

**4100**

The District grants the degrees of Associate in Arts and Associate in Science to those students who have completed the subject requirements for graduation and who have maintained a 2.0 average in subjects attempted. Students must also complete the general education residency and competency requirements set forth in Title 5 regulations

Students may be awarded a Certificate of Achievement upon successful completion of ~~courses of study or curriculum for which the district offers a certificate. The district has certificate programs that upgrade and develop occupational and vocational proficiency.~~ **a minimum of 18 or more semester units or 27 or more quarter units of degree-applicable coursework designed as a pattern of learning experiences designed to develop certain capabilities that may be oriented to career or general education.**

The Superintendent/President shall establish procedures to determine degree and certificate requirements **that include appropriate involvement of the local curriculum committee. The procedures shall** ~~and to~~ assure that graduation requirements are published in the District's catalog and included in other resources that are convenient for students.

Reference: Education Code Section 70902(b)(3); Title 5, Sections 55800 **55060**, et seq.

Reviewed 9/2009

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Honorary Degrees**

**4110**

Honorary degrees may be awarded at commencement or some other equally appropriate time. The names of persons receiving honorary degrees must be approved by the Board.

The Superintendent/President shall establish procedures and criteria for the award of honorary degrees.

Reference: Education Code Section 72122



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Standards of Scholarship**

**4220**

The Superintendent/President shall establish procedures that establish standards of scholarship consistent with the provisions of Title 5 Sections 55020 et seq. and Board policy.

These procedures shall address: grading practices, academic record symbols, grade point average, credit by examination, academic and progress probation, academic and progress dismissal, academic renewal, course repetition, limits on remedial coursework, and grade changes.

**These procedures shall be described in the District catalog.**

Reference: Education Code Section 70902(b)(3); Title 5, Sections ~~55750~~ **55020**, et seq., **55030 et seq., 55040 et seq.**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Course Repetition**

**4225**

Students may repeat ~~one~~ **twice** courses in which substandard grades (less than "C" **and including "FW"**) were earned. ~~Under special circumstances, students may repeat a course a second time. The special circumstances are defined in Administrative Procedures.~~

When course repetition occurs, the permanent academic record shall be annotated in such a manner that all work remains legible, insuring a true and complete academic history.

Under special circumstances, students may repeat courses in which a "C" or better grade was earned. The special circumstances are defined in Administrative Procedures.

Reference: Title 5 Sections ~~55761-55765~~ **55040, 55041, 55042, 55044, 58161**  
See Administrative Procedure: 4225

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Multiple and Overlapping Enrollments**

**4226**

**The Superintendent/President shall establish procedures to ensure that students may only enroll in two or more sections of the same credit course during the same term if the length of the course provides that the student is not enrolled in more than one section at any given time.**

**The Superintendent/President shall establish procedures to ensure that students may only enroll in two or more courses where the meeting times overlap under the conditions specified in Title 55007.**

**Reference: Title 5 Section 55007**

Reviewed/Updated 9/2009

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Grading Symbols**

**4230**

Courses shall be graded using the grading system established by Title 5.

The grading system shall be published in the college catalog(s) and made available to students.

The grading system shall be published in the college catalog(s) and made available to students.

The grading system shall include the “FW” grade for unofficial withdrawal.

Reference: Title 5 Section 55758 **55023**  
See Administrative Procedure: 4230

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Grade Changes**

4231

**The Superintendent/President shall implement procedures to assure the accuracy and integrity of all grades awarded by faculty. The procedures shall include, but not necessarily be limited to, the following;**

- **Assurance that in the absence of mistake, bad faith, fraud or incompetence, the grades awarded by faculty shall be final.**
- **Procedures for students to challenge the correctness of a grade.**
- **The installation of security measures to protect grade records and grade storage systems from unauthorized access.**
- **Limitations on access to grade records and grade storage systems.**
- **Discipline for students or staff who are found to have gained access to grade records without proper authorization or to have changed grades without proper authorization.**
- **Notice to students, faculty, transfer institutions, accreditation agencies and law enforcement agencies if unauthorized access to grade records and grade storage systems is discovered to have occurred.**

**Also see BP 3310 titled Records Retention and Destruction, and BP/AP 5040 titled Student Records.**

**Reference: Education Code Sections 76224, 76232; Title 5 Section 55025**

**Reviewed/Updated 9/2009**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Credit by Examination**

**4235**

Credit may be earned by students who satisfactorily pass authorized examinations. The Superintendent/President shall establish Administrative Procedures to implement this policy.

Reference: Title 5 Section ~~55753~~ **55050**

Reviewed/Updated 9/2009

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Academic Renewal**

**4240**

Previously recorded substandard academic performance may be disregarded if it is not reflective of a student's demonstrated ability. The Superintendent/President shall establish procedures that provide for academic renewal.

Reference: Title 5 Section ~~55764~~ **55044**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Probation, Disqualification and Readmission**

4250

**Probation**

A student shall be placed on academic probation if a minimum of 12 semester units of work has been attempted and has a grade point average of less than a "C" (2.0).

A student shall be placed on progress probation if the student is enrolled in a total of at least 12 semester units and the percentage of all units in which the student has enrolled, for which entries of "W," "I," "NC" **and** "NP" were recorded reaches or exceeds fifty percent. A student who is placed on probation may submit an appeal in accordance with procedures to be established by the Superintendent/President.

A student on academic probation shall be removed from probation when the student's accumulated grade point average is 2.0 or higher. A student on progress probation shall be removed from probation when the percentage of units in the categories of "W," "I," "NC" **and** "NP" drops below fifty percent.

**Dismissal**

A student who is on academic probation shall be subject to dismissal if the student has earned a cumulative grade point average of less than 1.75 in all units attempted in each of three (3) consecutive semesters.

A student who is on progress probation shall be subject to dismissal if the cumulative percentage of units in which the student has been enrolled for which entries of "W," "I," "NC" **and** "NP" are recorded in at least three (3) consecutive semesters reaches or exceeds fifty percent.

A student who is subject to dismissal may submit a written appeal in compliance with administrative procedures. Dismissal may be postponed and the student continued on probation if, upon review and approval, it is determined that there are extenuating circumstances or the student demonstrates significant improvement in academic performance.

**Readmission**

A student who has been dismissed may request reinstatement after at least one semester has passed following the term of dismissal. Readmission may be granted, denied or postponed according to criteria contained in administrative procedures.



**BP 4250 - Probation, Disqualification and Readmission**

The Superintendent/President shall develop procedures for the implementation of this policy that comply with the Title 5 requirements.

Reference: Education Code Section 70902(b)(3); Title 5 Sections ~~55754, 55755, 55756, 55759, 55764~~ **55030 through 55034**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Pre-Requisites and Co-Requisites**

**4260**

The Superintendent/President is authorized to establish prerequisites, co-requisites and advisories on recommended preparation for courses in the curriculum. All such prerequisites, co-requisites and advisories shall be established in accordance with the standards set out in Title 5. Any prerequisites, co-requisites or advisories shall be necessary and appropriate for achieving the purpose for which they are established. The procedures shall include a way in which a prerequisite or co-requisite may be challenged by a student on grounds permitted by law. Prerequisites, co-requisites and advisories shall be identified in District publications available to students.

Reference: Title 5 Sections ~~55200~~ **55000, 55003**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Field Trips and Excursions**

**4300**

The Superintendent/President shall establish procedures that regulate the use of district funds for student travel and attendance at conferences and other activities that are performed as a class assignment or co-curricular activity.

~~No district funds shall be used to support student expenses for out-of-state field trips or excursions.~~ **The District may pay for expenses of students participating in a field trip or excursion with auxiliary, grant or categorical program funds if the funds are used consistently with the funding source.** The expenses of instructors, chaperons, and other personnel traveling with students may **also** be paid from District funds.

Students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus.

Reference: Title 5 Section ~~55450~~ **55220**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Instruction

Chapter 4

**Community Services Programs**

**4400**

The District ~~may~~ **shall** maintain a community services program that may include classes in civic, vocational, literacy, health, homemaking, technical and general education, including but not limited to classes in the fields of basic skills training, parenting, ESL, music, drama, art, handicraft, science, literature, nature study, and physical fitness.

The community services program shall be designed to contribute to the physical, mental, moral, economic or civic development of the individuals or groups enrolled in it.

Community services classes shall be open for admission of adults and of minors who can benefit from the programs.

No General Fund monies may be expended to establish or maintain community services classes. Students involved in community services classes shall be charged a fee not to exceed the cost of maintaining the classes. Classes may also be offered for remuneration by contract or with contributions or donations of individuals or groups.

Reference: Education Code Section 78300

## Table of Contents

---

### Chapter 5: Student Services

Admissions and Concurrent Enrollment .....	5010
Residence Determination .....	5015
Non-Resident Tuition .....	5020
Fees .....	5030
Withholding of Student Records .....	5035
Student Records and Directory Information .....	5040
Matriculation .....	5050
<b>Open Enrollment.....</b>	<b>5052</b>
Enrollment Priorities .....	5055
Counseling .....	5110
Transfer Center .....	5120
Financial Aid .....	5130
Disabled Student Services and Programs .....	5140
Extended Opportunity Programs and Services .....	5150
<del>Student Health Services .....</del>	<del>5200</del>
Student Accident Insurance .....	5205
Communicable Disease .....	5210
Student Equity .....	5300
Associated Students Organization .....	5400
Associated Students Elections .....	5410
Associated Students Finance .....	5420
Standards of Conduct .....	5500
Speech: Time, Place, and Manner .....	5550
<b>Student Credit Card Solicitations.....</b>	<b>5570</b>
Athletics .....	5700
<b>Prevention of Identity Theft in Student Financial Transactions .....</b>	<b>5800</b>

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Admissions and Concurrent Enrollment**

**5010**

The District shall admit students who meet one of the following requirements and who are capable of profiting from the instruction offered:

- Any person over the age of 18 and possessing a high school diploma or its equivalent.
- Other persons who are over the age of 18 years and who, in the judgment of the Superintendent/President or his or her designee are capable of profiting from the instruction offered. Such persons shall be admitted as provisional students, and thereafter shall be required to comply with the District's rules and regulations regarding scholastic achievement and other standards to be met by provisional or probationary students as a condition to being readmitted in any succeeding semester.
- Persons who are apprentices as defined in Section 3077 of the Labor Code.
- Any student whose age or class level is equal to grades K-12 grades is eligible to attend concurrently as a special part-time student for advanced scholastic or vocational courses.
- Any student whose age or class level is equal to grade K-12 grades is eligible to attend as a special full-time student.
- Any students enrolled in K-12 may attend summer session.

The Superintendent/President shall establish procedures regarding ability to benefit and admission of high school and younger students.

Denial of Requests for Admission

- If the Board denies a request for special full time or part time enrollment by a pupil who is identified as highly gifted, the Board will record its findings and the reason for denying the request in writing within 60 days.
- The written recommendation and denial shall be issued at the next regularly scheduled board meeting that occurs at least 30 days after the pupil submits the request to the District.

## **BP 5010 - Admissions and Concurrent Enrollment**

The Superintendent/President shall establish procedures regarding evaluation of requests for special full time or part time enrollment by a pupil who is identified as highly gifted.

Claims for State Apportionment for Concurrent Enrollment:

- Claims for state apportionment submitted by the district based on enrollment of high school pupils shall satisfy the criteria established by statute and any applicable regulations of the Board of Governors.

The Superintendent/President shall establish procedures regarding compliance with statutory and regulatory criteria for concurrent enrollment.

Reference: Education Code Section 76000, 76001, 76002; Labor Code Section 3077

Board adopted 9/11/01

Approved by College Assembly for first read 2-21-06 with recommended changes from CCLC

Board revised 4/11/06

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Residence Determination**

**5015**

Students shall be classified at the time of each registration as a resident or nonresident student.

A resident is any person who has been a bona fide resident of California for at least one year on the residence determination date. The residence determination date shall be the day immediately proceeding the first day of a semester or summer session for which the student applies to attend.

Residence classification shall be made for each student at the time applications for admission are accepted or registration occurs and whenever a student has not been in attendance for more than one semester. A student previously classified as a nonresident may be reclassified as of any residence determination date.

The Superintendent/President shall enact procedures to assure that residence determinations are made in accordance with Education Code and Title 5 regulations.

Reference: Education Code Sections 68040; 76140, Title 5, Sections 54000, et seq.



Reviewed/Updated 9/2009

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Nonresident Tuition**

**5020**

Nonresident students shall be charged nonresident tuition for all units enrolled, **unless specifically required otherwise by law.**

Not later than ~~January~~ **February** 1 of each year, the Superintendent/President shall bring to the Board for approval an action to establish nonresident tuition for the following fiscal year. The fee shall be calculated in accordance with guidelines contained in applicable state regulations and/or the California Community College Attendance Accounting Manual.

The Superintendent/President shall establish procedures regarding collection, waiver, and refunds of nonresident tuition.

Reference: Education Code Sections 68050, 68051, ~~68052~~, 68130, **68130.5, 76141; Title 5 Section 54045.5**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Fees**

**5030**

The Board authorizes the following fees. The Superintendent/President shall establish procedures for the collection, deposit, waiver, refund, and accounting for fees as required by law. The procedures shall also assure those who are exempt from or for whom the fee is waived are properly enrolled and accounted for. Fee amounts shall be published in the college catalogs.

**Enrollment fee:** Each student shall be charged a fee for enrolling in credit courses as required by law.

**Auditing fees:** Persons auditing a course shall be charged a fee of not more than \$15.00 per unit per semester. Students enrolled in classes to receive credit for 10 or more semester credit units shall not be charged this fee to audit three or fewer units per semester.

**Parking fee:** The Superintendent/President shall present for Board approval fees for parking for students.

**Student representation fee:** Students will be charged a \$1 fee per semester to be used to provide support for student governmental affairs representation. A student may refuse to pay the fee for religious, political, financial or moral reasons and shall submit such refusal in writing.

**Transcript fees:** The District shall charge a reasonable amount for furnishing copies of any student record to a student or former student. The superintendent/president is authorized to establish the fee, which shall not exceed the actual cost of furnishing copies of any student record. No charge shall be made for furnishing up to two transcripts of students' records, or for two verifications of various records. There shall be no charge for searching for or retrieving any student record.

**International students application processing fee:** The District shall charge students who are both citizens and residents of a foreign country a fee to process his or her application for admission. This processing fee and regulations for determining economic hardship may be established by the Superintendent/President. The fee shall not exceed the lesser of 1) the actual cost of processing an application and other documentation required by the U.S. government; or 2) one hundred dollars (\$100), which shall be deducted from the tuition fee at the time of enrollment.

## BP 5030 – Fees

**Instructional materials usage fees:** ~~The Superintendent/President is authorized to establish instructional materials/usage fees which may vary by course.~~ **Students may be required to provide required instructional and other materials for a credit or non-credit course, provided such materials are of continuing value to the student outside the classroom and provided that such materials are not solely or exclusively available from the District.**

Reference: ~~Education Code Sections 76300, et seq., Education Code 76370, Education Code 76360, Education Code 76060.5, Education Code 76223, Education Code Section 76142~~ **76060.5, 76142, 76223, 76300, 76360, 76365, 76370; Title 5 Sections 59400, et seq.**

See Administrative Procedure: 5030.

**Reviewed 9/2009**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Withholding of Student Records**

**5035**

Students or former students who have been provided with written notice that they have failed to pay a proper financial obligation shall have grades, transcripts, diplomas, and registration privileges withheld.

Reference: Title 5, Section 59410

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Student Records and Directory Information, and Privacy**

**5040**

The Superintendent/President shall assure that student records are maintained in compliance with applicable federal and state laws relating to the privacy of student records.

**The Superintendent/President may direct the implementation of appropriate safeguards to assure that student records cannot be accessed or modified by any person not authorized to do so.**

Any currently enrolled or former student of the district has a right of access to any and all student records relating to him or her maintained by the District.

No District representative shall release the contents of a student record to any member of the public without the prior written consent of the student, other than directory information as defined in this policy and information sought pursuant to a court order or lawfully issued subpoena, or as otherwise authorized by applicable federal and state laws.

Students shall be notified of their rights with respect to student records, including the definition of directory information contained here, and that they may limit the information.

Directory information shall include:

- Student participation in officially recognized activities and sports including weight, height and high school of graduation of athletic team members.
- ~~Name and dates of attendance~~, Degrees, certificates, and awards received by students, including honors, scholarship awards, athletic awards and academic recognition and Deans List recognition.

The Superintendent/President shall establish procedures regarding student records and directory information.

Reference: Education Code Sections 76200 et seq.; Title 5, Sections 54600, et seq.  
See Administrative Procedures: 5040 and 5045

Reviewed 9/2009

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Matriculation**

**5050**

The District shall provide matriculation services to students for the purpose of furthering equality of educational opportunity and academic success. The purpose of matriculation is to bring the student and the district into agreement regarding the student's educational goal through the District's established programs, policies and requirements.

The Superintendent/President shall establish procedures to assure implementation of matriculation services that comply with the Title 5 regulations.

Reference: Education Code Sections 78210 et seq.; Title 5 Section 55500

**\*NEW\*Reviewed 9/2009**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Open Enrollment**

**5052**

**The policy of the District is that, unless specifically exempted by statute or regulation, every course, course section, or class, reported for state aid, wherever offered and maintained by the district, shall be fully open to enrollment and participation by any person who has been admitted to the college(s) and who meets such prerequisites as may be established pursuant to regulations contained in Article 2.5 (commencing with Section 55200) of Subchapter 1 of Chapter 6 of Division 6 of Title 5 of the California Code of Regulation**

**The Superintendent/President shall assure that this policy is published in the catalog and schedule of classes.**

**Reference: Title 5 Sections 51006, 55200**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Enrollment Priorities**

**5055**

**NOTE: If Board adopts BP 5052, then the language in the first paragraph may be deleted from this policy.**

~~All courses of the district shall be open to enrollment, subject to a priority system that may be established. Enrollment also may be limited to students meeting properly validated prerequisites and co-requisites, or due to other, practical considerations.~~

The Superintendent/President shall establish procedures defining enrollment priorities, limitations, and processes for student challenge, which shall comply with Title 5 regulations.

Reference: Title 5 Sections **51006**, 58106, 58108



Reviewed 9/2009

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Counseling**

**5110**

Counseling services are an essential part of the educational mission of the District. The Superintendent/President shall assure the provision of counseling services including academic, career, and personal counseling that is related to the student's education.

Counseling shall be required for all first time students enrolled for more than six units, students enrolled provisionally, and students on academic or progress probation.

Reference: Education Code Section 72620; Title 5, Section 51018

**Reviewed 9/2009**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Transfer Center**

**5120**

The District incorporates as part of its mission the transfer of its students to baccalaureate level institutions. The District further recognizes that students who have historically been underrepresented in transfer to baccalaureate level institutions are a special responsibility.

The Superintendent/President shall assure that a transfer center plan is implemented that identifies appropriate target student populations, is designed to increase the transfer applications of underrepresented students and complies with law and regulations.

Reference: Title 5, Section 51027. Education Code Section 66720-66744

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Financial Aid**

**5130**

A program of financial aid to students will be provided, which may include, but is not limited to, scholarships, grants, loans, and work and employment programs.

All financial aid programs will adhere to guidelines, procedures and standards issued by the funding agency, and will incorporate federal, state and other applicable regulatory requirements.

The Superintendent/President shall establish, publicize, and apply satisfactory academic progress standards for participants in Title IV student aid programs.

Reference: 20 U.S.C. Sections 1070, et seq.;  
34 CFR Section 668; Education Code Section 76300

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Disabled Students Programs and Services**

**5140**

Students with disabilities shall be assisted to participate whenever possible in the regular educational programs in the District.

The Disabled Students Programs and Services (DSPS) program shall be the primary provider for support programs and services that facilitate equal educational opportunities for disabled students who can profit from instruction as required by federal and state laws.

DSPS services shall be available to students with verified disabilities. The services to be provided include, but are not limited to, reasonable accommodations, academic adjustments, accessible facilities, equipment, instructional programs, rehabilitation counseling and academic counseling.

No student with disabilities is required to participate in the Disabled Students Programs and Services program.

The Superintendent/President shall assure that the DSPS program conforms to all requirements established by the relevant law and regulations.

Reference: Education Code Sections 67310, 84850; Title 5, Sections 56000 et seq.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Extended Opportunity Programs and Services**

**5150**

Support services and programs that are in addition to the traditional student services programs shall be provided in order to assist students who have language, social, and economic disadvantages to succeed academically in the District.

The Extended Opportunity Programs and Services (EOPS) is established to provide services that may include, but are not limited to, outreach, recruitment, orientation, assessment, tutorial services, counseling and advising, and financial aid.

The Superintendent/President shall assure that the EOPS program conforms to all requirements established by the relevant law and regulations.

Reference: Education Code 69640 – 69656; Title 5 Sections 56200 et seq.

**Reviewed 9/2009**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Student Accident Insurance**

**5205**

The District shall assure that students are covered by accident insurance in those instances required by law or contract.

Reference: Education Code Section 72506

**Reviewed 9/2009**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Communicable Disease**

**5210**

The Superintendent/President shall establish procedures necessary to assure cooperation with local public health officials in measures necessary for the prevention and control of communicable diseases in students.

Reference: Education Code Section 76403

**Reviewed 9/2009**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Student Equity**

**5300**

The Board is committed to assuring student equity in educational programs and college services. The Superintendent/President shall establish and implement a student equity plan that meets the Title 5 standards for such a plan.

Reference: Education Code Sections 66030; 66250, et seq.; 72010 et seq.; Title 5  
Section 54220



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Students Services

Chapter 5

**Associated Students Organization**

**5400**

The students of the District are authorized to organize a student body association. The Board hereby recognizes that association as the Associated Student Body of Victor Valley College.

The Associated Students' organization is recognized as the official voice for the students in district decision-making processes. It may conduct other activities as approved by the Superintendent/President. The Associated Students' activities shall not conflict with the authority or responsibility of the Board or its officers or employees.

The Associated Students shall conduct itself in accordance with state laws and regulations and administrative procedures established by the Superintendent/President.

The Associated Students shall be granted the use of District premises subject to such administrative procedures as may be established by the Superintendent/President. Such use shall not be construed as transferring ownership or control of the premises.

Reference: Education Code Section 76060

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Associated Students Elections**

**5410**

The Associated Students shall conduct annual elections to elect officers. The elections shall be conducted in accordance with procedures established by the Superintendent/President.

Any student elected as an officer in the Associated Students shall meet both of the following requirements:

- The student shall be enrolled in the District at the time of election and throughout his or her term of office, with a minimum of five semester units or the equivalent.
- The student shall meet and maintain the minimum standards of scholarship (see Board Policy 4220 and related administrative procedures).

Reference: Education Code Section 76061

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Associated Students Finance**

**5420**

Associated Student funds shall be deposited with and disbursed by the Superintendent/President.

The funds shall be deposited, loaned or invested in one or more of the ways authorized by law.

All funds shall be expended according to procedures established by the Associated Students, subject to the approval of each of the following three persons, which shall be obtained each time before any funds may be expended:

- the Superintendent/President or designee;
- the employee who is the designated adviser of the particular student body organization; and
- a representative of the student body organization.

The funds of the Associated Students shall be subject to an annual audit.

Reference: Education Code Sections 76063–76065

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Standards of Conduct**

**5500**

The Superintendent/President shall establish procedures for the imposition of discipline on students in accordance with the requirements for due process of the federal and state law and regulations.

The procedures shall clearly define the conduct that is subject to discipline, and shall identify potential disciplinary actions, including but not limited to the removal, suspension or expulsion of a student.

**The Board shall consider any recommendation from the Superintendent/President for expulsion. The Board shall consider an expulsion recommendation in closed session unless the student requests that the matter be considered in a public meeting. Final action by the Board on the expulsion shall be taken at a public meeting.**

The procedures shall be made widely available to students through the college catalog and other means.

The following conduct shall constitute good cause for discipline, including but not limited to the removal, suspension or expulsion of a student.

1. Causing, attempting to cause, or threatening to cause physical injury to another person.
2. Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a district employee, which is concurred in by the college president.
3. Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5.
4. Committing or attempting to commit robbery or extortion.

BP 5500 – Standards of Conduct

5. Causing or attempting to cause damage to district property or to private property on campus.
6. Stealing or attempting to steal district property or private property on campus, or knowingly receiving stolen district property or private property on campus.
7. Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the college or the District.
8. Committing sexual harassment as defined by law or by District policies and procedures.
9. Engaging in harassing or discriminatory behavior based on race, sex, (i.e., gender) religion, age, national origin, disability, or any other status protected by law.
10. Willful misconduct which results in injury or death to a student or to college personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the district or on campus.
11. Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of, or persistent abuse of, college personnel.
12. Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty.
13. Dishonesty; forgery; alteration or misuse of college documents, records or identification; or knowingly furnishing false information to the district.
14. Unauthorized entry upon or use of college facilities.
15. Lewd, indecent or obscene conduct on District-owned or controlled property, or at district-sponsored or supervised functions.
16. Engaging in expression which is obscene; libelous or slanderous; or which so incites students as to create a clear and present danger of the commission of unlawful acts on college premises, or the violation of lawful District Administrative Procedures, or the substantial disruption of the orderly operation of the district.
17. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.
- 18. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not**

BP 5500 – Standards of Conduct

**limited to handwritten or typewritten class notes, except as permitted by any District policy or Administrative Procedure.**

Reference: Education Code Section 66300, **66301**, ~~66450~~, Accreditation Standard II:  
A.7.b

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Speech: Time, Place and Manner**

**5550**

The college(s) of the District is/are non-public forums, except for those areas that are generally available for use by students or the community, which are limited public forums. The Superintendent/President shall enact such Administrative Procedures as are necessary to reasonably regulate the time, place and manner of the exercise of free expression in the limited public forums.

The Administrative Procedures promulgated by the Superintendent/President shall not prohibit the right of students to exercise free expression, including but not limited to the use of bulletin Boards designated for such use, the distribution of printed materials or petitions in those parts of the college designated as areas generally available to students and the community, and the wearing of buttons, badges, or other insignia.

Students shall be free to exercise their rights of free expression, subject to the requirements of this policy.

Speech shall be prohibited that is defamatory, obscene according to current legal standards, or which so incites others as to create a clear and present danger of the commission of unlawful acts on district property or the violation of District policies or procedures, or the substantial disruption of the orderly operation of the District.

Nothing in this policy shall prohibit the regulation of hate violence, so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, intimidation, or hate violence unless such speech is constitutionally protected.

Reference: Education Code Section 76120, 66301

**\*NEW\*Reviewed 9/2009**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Student Credit Card Solicitations**

**5570**

**The Superintendent/President shall establish procedures that regulate the solicitation of student credit cards on campus.**

**Reference: Title 5 Section 54400; Civil Code Section 1747.02(m); education Code Section 99030.**



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Athletics**

**5700**

The District shall maintain an organized program for men and women in intercollegiate athletics. The program shall not discriminate on the basis of gender in the availability of athletic opportunities.

The Superintendent/President shall assure that the athletics program complies with **state law**, the California Community Colleges Commission on Athletics Constitution and Sports Guides, and appropriate Conference Constitution regarding student athlete participation.

Reference: Education Code Section 78223, 66271.6, 66271.8, **67360, et seq.**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Athletics**

**5700**

The District shall maintain an organized program for men and women in intercollegiate athletics. The program shall not discriminate on the basis of gender in the availability of athletic opportunities.

The Superintendent/President shall assure that the athletics program complies with **state law**, the California Community Colleges Commission on Athletics Constitution and Sports Guides, and appropriate Conference Constitution regarding student athlete participation.

Reference: Education Code Section 78223, 66271.6, 66271.8, **67360, et seq.**

**\*NEW\*Reviewed 9/2009**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Student Services

Chapter 5

**Prevention of Identity Theft in Student Financial Transactions**


**5800**

**The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities (“Red Flags”) that could indicate identity theft of students. This is because the District serves as a creditor in relation to its students. The Superintendent/President is directed to develop procedures to implement an Identity Theft Prevention Program (ITPP) to control reasonably foreseeable risks to students from identity theft.**

**Reference: Fair and Accurate Credit Transactions Act, (Pub.L. 108-159)**

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT \_\_\_ BOARD ACTION X BOARD INFORMATION (no action required) \_\_\_

TOPIC: Winter 2010 Credit Contract Education Fee  
SUBMITTED BY: Paul Williams, Dean, Arts & Letters  
RECOMMENDED BY: Christopher O'Hearn  
APPROVED BY: Robert Silverman 

**Description/Background:**

Based on the results of a campus-wide student survey, the administration, in consultation with the faculty and students, has decided to offer courses for the winter term. Since the college is over cap, we cannot offer these classes for FTES apportionment. In order to provide an option for students, the decision has been made to offer highly subscribed courses for an enrollment fee of \$50.00 per credit hour, approximately twice the usual amount of \$26.00. The intention is to provide courses to students while charging the minimum fee required to cover direct costs. This offering is authorized by Education Codes 76300-3 and 78021.

**Need:**

The need is critical. This program will allow students the opportunity to remain on schedule with their educational plans.

**Fiscal Impact:** None

**Recommended Action:**

Approval to provide courses to students while charging the minimum fee required to cover direct costs.

**Legal Review:** YES X NOT APPLICABLE \_\_\_

**Reference for Agenda:** YES X NO \_\_\_

## **VVC Community Education Extension Program.**

E. Paul Williams Ph.D.

Victor Valley College will offer a very limited program of credit classes in the 2010 Winter Session. The State of California has reduced the FTES reimbursement from 10,000 FTES in 2008-2009 to 9,400 in 2009-2010. The college considered eliminating the Winter Session to stay within the 9,400 FTES allocation.

The college President has expressed an interest in looking at all options to continue to serve the Victor Valley community with educational services that will address the basic skills, occupational, community education and academic aspirations of our students and the general community. We want to provide a wide variety of programs and courses that will meet some of the occupational needs of our community and to provide some course work that will support and supplement our regular credit college course offerings. The **VVC Community Education Extension Program** will be self supporting and will not use resources from the general fund.

The **VVC Community Education Extension Program** in the Winter Session will give the college a chance to implement a comprehensive extension program that will include Community Education, Fee Based Education, and self supporting College Credit Courses not reimbursed by the State of California. We have completed a student survey with over 1,400 students replying to the questionnaire. The students have indicated that they would be receptive to fee based credit courses and willing to pay up to fifty dollars a credit hour. The students showed the most interest in English, mathematics, social sciences and science courses. We have designed a curriculum to respond to those needs.

We now have an arrangement to offer a limited number of classes with Ed2go.com. We are now planning to expand that relationship. This relationship will allow us to compete with the surrounding community college programs. All of our surrounding community colleges neighbors use this company to provide educational courseware to their constituents.

Fees for these non-credit community education classes will be set by the teacher with the approval of the college. The college will split the receipts with the teacher. The **VVC Community Education Extension Program** and all three components of fee based, community education and credit classes in the aggregate will be self supporting and will not use college general funds and will not be reported to the state for apportionment.

The intent of this program is to keep the name of Victor Valley College before the community in a positive light. Demonstrate that the college can meet the vocational, avocational, academic and basic skills needs of the community while preserving its general fund budget to provide the maximum college credit classes in the regular semesters.







We have a large local community education program that will have teachers and students from the VVC area. This will accomplish two things. People with special skills and knowledge who do not qualify to teach in our regular college program can share their knowledge in the community education program. Many people will be able to take classes in special interest areas that are not represented in our credit college level programs.

## Winter Session Alternatives




1. Please check the subject(s) in which you would most like to take a credit class.

		Response Percent	Response Count
Foreign Languages (e.g. Spanish)		11.8%	156
Fine & Applied Arts (e.g. Music)		10.9%	144
Social/Behavioral Sciences (e.g. Psychology)		25.3%	334
Humanities (e.g. Philosophy)		15.4%	203
Student Development (e.g. Basic Skills)		3.5%	46
Business (e.g. Business Administration)		10.1%	133
English		40.2%	532
Biological Sciences (e.g. Biology)		28.8%	381
Physical Sciences (e.g. Chemistry)		19.8%	262
Logistics & Information Technology (e.g. CIS)		4.2%	56
<b>Mathematics</b>		<b>49.0%</b>	<b>648</b>
Child Development		6.3%	83
Health Sciences (e.g. Nursing)		12.7%	168
Physical Education (e.g. Adapted PE)		19.1%	253
Public Safety (e.g. Fire Technology)		1.7%	22
Industrial Technology (e.g. Welding)		1.9%	25
Please specify any course(s) you would like to take during winter.			610
<b>answered question</b>			<b>1,322</b>
<b>skipped question</b>			<b>94</b>






**2. Which non-credit course(s) might you be interested in taking during the winter?**

		<b>Response Percent</b>	<b>Response Count</b>
<b>A course that improves my math skills</b>		<b>44.1%</b>	<b>292</b>
A course that improves my writing skills		30.7%	203
A course that improves my reading skills		12.5%	83
A course that improves my ESL skills		12.1%	80
A course that improves my study skills for college success		31.0%	205
A course that improves my career planning skills		39.4%	261
		<b><i>answered question</i></b>	<b>662</b>
		<b><i>skipped question</i></b>	<b>754</b>



**3. Which type of instructional delivery mode do you prefer?**

		<b>Response Percent</b>	<b>Response Count</b>
Online		47.8%	657
<b>Face-to-face</b>		<b>74.1%</b>	<b>1,019</b>
Hybrid (combination of Face-to-face and alternative methods of instruction such as online)		23.1%	317
		<b><i>answered question</i></b>	<b>1,375</b>
		<b><i>skipped question</i></b>	<b>41</b>

4. Because the state would not be subsidizing these courses, a different fee may have to be collected. As a result, students may pay a rate that is higher than the current state rate of \$26 per unit. What amount would you be willing to pay per unit for a credit course?






		Response Percent	Response Count
I would not be willing to pay more than \$26.		40.8%	571
\$27 - \$50		47.4%	663
\$51 - \$100		7.9%	110
\$101 - \$150		1.7%	24
\$151 or more		2.2%	31
<b>answered question</b>			<b>1,399</b>
<b>skipped question</b>			<b>17</b>

5. Does the elimination of winter postpone your plans to graduate or transfer in Spring 2010 or Fall 2010?








		Response Percent	Response Count
Yes		76.9%	1,075
No		23.1%	323
<b>answered question</b>			<b>1,398</b>
<b>skipped question</b>			<b>18</b>



6. How will your educational plans change to compensate for the cancelation of winter?

		Response Percent	Response Count
I will take more courses during Spring 2010 at VVC		33.1%	343
I will take more courses during Summer 2010 at VVC		10.0%	104
I will take more courses during Fall 2010 at VVC		2.5%	26
I will be taking courses at a neighboring college		30.2%	313
I will postpone graduation until the next term		24.1%	250
		Other (please specify)	127
		<b>answered question</b>	<b>1,036</b>
		<b>skipped question</b>	<b>380</b>

7. What is your employment status?

		Response Percent	Response Count
Currently employed		38.8%	539
Recently layed off (within the last year)		7.6%	106
<b>Unemployed (full-time college student)</b>		<b>40.7%</b>	<b>566</b>
Unemployed (never entered the workforce)		5.8%	81
Unemployed (terminated from your last job)		4.5%	63
On disability		1.9%	26
Retired		0.6%	9
		<b>answered question</b>	<b>1,390</b>
		<b>skipped question</b>	<b>26</b>

8. Please select the occupational category in which you last worked.

		Response Percent	Response Count
Management		10.4%	14
Business		11.1%	15
Computers/Math		4.4%	6
Architecture/Engineering		0.7%	1
Life, Physical, Social Sciences		1.5%	2
Community/Social Services		4.4%	6
Legal		3.7%	5
Education		6.7%	9
Healthcare Practitioners		9.6%	13
Protective Service		1.5%	2
Food Preparation		6.7%	9
Building Maintenance		0.0%	0
<b>Sales</b>		<b>18.5%</b>	<b>25</b>
Administrative Support		5.2%	7
Construction		7.4%	10
Transportation/Material Moving		5.9%	8
Military		2.2%	3
	Other (please specify)		38
	<b>answered question</b>		<b>135</b>
	<b>skipped question</b>		<b>1,281</b>

9. Please select the occupational category that most interests you.

		Response Percent	Response Count
Management		6.3%	10
Business		15.6%	25
Computers/Math		10.6%	17
Architecture/Engineering		3.8%	6
Life, Physical, Social Sciences		9.4%	15
Community/Social Services		4.4%	7
Legal		7.5%	12
Education		14.4%	23
<b>Healthcare Practitioners</b>		<b>32.5%</b>	<b>52</b>
Protective Service		3.8%	6
Food Preparation		1.3%	2
Building Maintenance		1.3%	2
Sales		5.6%	9
Administrative Support		3.8%	6
Construction		1.9%	3
Transportation/Material Moving		1.3%	2
Military		1.9%	3
		<b>answered question</b>	<b>160</b>
		<b>skipped question</b>	<b>1,256</b>

10. Victor Valley Community College appreciates your feedback and welcomes your suggestions. With this information, we will strive to offer desirable courses during winter that are cost effective for the district and for our students. Please remember that certain alternative courses may need legal or other approval and will therefore delay any possibility of offering them this winter. Thank you again for your input. Results of this survey will be published in the Ram Page in the next month or so. Please feel free to use the box below to provide us with additional comments on this matter.

Response  
Count

483

*answered question*

483

*skipped question*

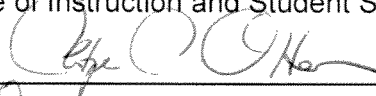
933


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT \_\_\_ BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: 2010-2011 and 2011-2012 Academic Calendars

SUBMITTED BY: Christopher O'Hearn, Office of Instruction and Student Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

**Description/Background:**

The academic calendar is subject to negotiation per the collective bargaining agreement with the Faculty Association (CTA). Mandated holidays are set by the Chancellor's Office (attached).

**Need:** To fulfill the contractual obligation between the District and CTA.

**Fiscal Impact:** None

**Recommended Action:** This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees approve the 2010-2011 and 2011-2012 academic calendars.

**Legal Review:** YES \_\_\_ NOT APPLICABLE X

**Reference for Agenda:** YES \_\_\_ NO \_\_\_

**Fiscal Year 2009-10**

July 3, 2009	(Friday)	Independence Day (Observance)
September 7, 2009	(Monday)	Labor Day
November 9, 11, or 13, 2009	(Monday, Wed. or Friday)	Veterans Day
November 26, 2009	(Thursday)	Thanksgiving Day
December 25, 2009	(Friday)	Christmas
January 1, 2010	(Friday)	New Year's Day
January 18, 2010	(Monday)	Dr. Martin Luther King, Jr. Day
February 12, 2010	(Friday)	Lincoln Day
February 15, 2010	(Monday)	Washington Day
May 31, 2010	(Monday)	Memorial Day

**Fiscal Year 2010-11**

July 5, 2010	(Monday)	Independence Day (Observance)
September 6, 2010	(Monday)	Labor Day
November 11 or 12, 2010	(Thursday or Friday)	Veterans Day
November 25, 2010	(Thursday)	Thanksgiving Day
December 24, 2010	(Friday)	Christmas (Observance)
December 31, 2010	(Friday)	New Year's Day (Observance)
January 17, 2011	(Monday)	Dr. Martin Luther King, Jr. Day
February 11 or 18, 2011	(Friday or Friday)	Lincoln Day (Observance)
February 21, 2011	(Monday)	Washington Day
May 30, 2011	(Monday)	Memorial Day

**Fiscal Year 2011-12**

July 4, 2011	(Monday)	Independence Day
September 5, 2011	(Monday)	Labor Day
November 11, 2011	(Friday)	Veterans Day
November 24, 2011	(Thursday)	Thanksgiving Day
December 26, 2011	(Monday)	Christmas (Observance)
January 2, 2012	(Monday)	New Year's Day (Observance)
January 16, 2012	(Monday)	Dr. Martin Luther King, Jr. Day
February 10, 13, 14, or 17, 2012	(Friday, Monday, Tuesday, or Friday)	Lincoln Day
February 20, 2012	(Monday)	Washington Day
May 28, 2012	(Monday)	Memorial Day

**Action/Date Requested:** Information

**Contact:** For holiday or academic calendar configuration questions, call Elias Regalado, Fiscal Services, at (916) 445-1165 or e-mail at [eregalad@cccco.edu](mailto:eregalad@cccco.edu).

cc: District/College Chief Business Officer  
 Chief Instructional Officer  
 Dean of Admissions and Records, Registrar  
 Chief Information System Officer  
 Erik Skinner  
 Elias Regalado

## Victor Valley College 2010-2011 Academic Calendar

### June 2010

- 11 Commencement
- 12 Spring Semester Ends
- 21 Summer Session Begins
- 23 Final day to submit grades for Spring semester

### July 2010

- 5 Independence Day Holiday (observance)
- 31 Six Week Summer Session Ends

### August 2010

- 11 Grade Submission Deadline (6-wk Summer Session)
- 14 Eight Week Summer Session ends
- 25 Grade Submission Deadline (8-wk Summer Session)
- 30 Fall Semester Begins

### September 2010

- 6 Labor Day Holiday

### November 2010

- 12 Veteran's Day Holiday
- 13 & 27 No Classes ~ College Closed
- 25-26 Thanksgiving Holidays

### December 2010

- 18 Fall Semester Ends
- 22 In lieu of Admission's Day
- 23 Christmas Eve Holiday
- 24 Christmas Holiday
- 27-29 Board Given Holidays
- 30 New Year's Eve (Observance)
- 31 New Year's Day (Observance)

### January 2011

- 3 Winter Session Begins (if offered)
- 10 Grade Submission Deadline for Fall
- 17 Martin Luther King, Jr. Holiday

### February 2011

- 12 Winter Session Ends
- 14 Spring Semester Begins
- 18 Lincoln Day Holiday
- 19 No classes ~ College Closed

### April 2011

- 25 Grade Submission Deadline for Winter
- 11-15 Spring Break (no classes, offices open)
- 16 & 23 No Saturday Classes
- 22 Spring Break Holiday

### May 2011

- 30 Memorial Day Holiday

### June 2011

- 10 Commencement
- 11 Spring Semester Ends
- 20 Summer Session Begins
- 23 Grade Submission Deadline for Spring

### July 2011

- 4 Independence Day Holiday
- 30 Six week Summer Session Ends

### August 2011

- 11 Grade Submission Deadline (6-week classes)
- 13 Eight Week Summer Session Ends
- 24 Grade Submission Deadline (8-week classes)
- 29 Fall Semester Begins

#### Key

- First/Last day of term
- Holiday
- College closed - no classes
- Grade Submission Deadline
- Recess - College open - no classes
- Commencement

### JANUARY 2011

S	M	T	W	Th	F	S
						1
2		4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### FEBRUARY 2011

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

### MARCH 2011

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### APRIL 2011

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### MAY 2011

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### JUNE 2011

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### JULY 2011

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### AUGUST 2011

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT \_\_\_ BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: AWARD CONTRACT – CARPET REPLACEMENT  
SUBMITTED BY: Steve Garcia, Facilities Construction  
RECOMMENDED BY: GH Javaheripour [Signature]  
APPROVED BY: Robert Silverman [Signature]

**Description/Background:**

Bids for carpet replacement for the Student Activities Center and portions of the Liberal Arts building were opened on November 6, 2009. [ # ] bids were received as follows:

[ Company Names ] [ Bid Totals ]

The bid has been thoroughly reviewed by the Vice President of Administrative Services, the Director of Facilities Construction & Contracts, and the District's project management company. [ Company Name ] is licensed in California and their bonding company is authorized to do business in California.

Copies of the original bids are available for review in the Superintendent/President's office.

**Need:**

The District receives State funds for Scheduled Maintenance on an annual basis. The District must match these funds to use toward specific projects. Due to the worn condition of the carpet in both the Student Activities Center and the Liberal Arts building, and the associated trip and fall hazard, these areas were approved by the State to receive the funding. Some portions of the Student Activities Center carpet replacement will be paid by Auxiliary Services. This is defined within the contract documents.

**Recommended Action:** It is recommended that the Board of Trustees award the contract to [ Company Name ] in the amount of [ Contract Total ] for carpet replacement for the Student Activities Center and Liberal Arts Building.

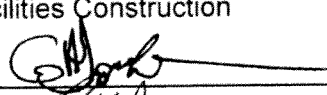

**Fiscal Impact:** [ Contract Total ] – Scheduled Maintenance State and District (50/50).  
[ Contract Total ] – Auxiliary Services.

**Legal Review:** YES X NOT APPLICABLE \_\_\_

**Reference for Agenda:** YES \_\_\_ NO \_\_\_

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT \_\_\_ BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: AWARD CONTRACT – ROOF REPAIRS  
SUBMITTED BY: Steve Garcia, Facilities Construction  
RECOMMENDED BY: GH Javaheripour   
APPROVED BY: Robert Silverman 

**Description/Background:**

Bids for roof repairs for buildings #41, #71 and #72 were opened on November 6, 2009. Two [2] bids were received as follows:

Best Contracting Services, Inc.	\$84,150.00
<b>RGSLA, Inc.</b>	<b>\$69,975.00</b>

The bid has been thoroughly reviewed by the Vice President of Administrative Services, the Director of Facilities Construction & Contracts, and the District's project management company. RGSLA, Inc. is licensed in California and their bonding company is authorized to do business in California.

Copies of the original bids are available for review in the Superintendent/President's office.

**Need:**

The District receives State funds for Scheduled Maintenance on an annual basis. The District must match these funds to use toward specific projects. These roofing projects have been identified and prioritized by the District and approved by the State and must be repaired to ensure a clean, safer instructional environment.

- Building #41 (Library): Existing roof leaks into book stacks. Work is needed to remediate further damage to structure and instructional materials.
- Building #71 (Main Gym): Water enters between concrete tilt up and panel and roof parapet, causing damage to gym floor.
- Building #72 (Lecture Classrooms): Existing roof is beyond designed service life. Substantial defects and leaks profusely.

**Recommended Action:** It is recommended that the Board of Trustees award the contract to RGSLA, Inc. in the amount of \$69,975.00 for roof repairs to buildings #41, #71 and #72.

**Fiscal Impact:** \$69,975.00 - Scheduled Maintenance State and District (50/50).

Legal Review: YES X NOT APPLICABLE\_\_

Reference for Agenda: YES \_\_\_ NO \_\_\_

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** REQUEST TO HOLD A PUBLIC HEARING AND MAKE CERTAIN FINDINGS IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 4217.12 & 4217.13

**SUBMITTED BY:** Al McQuilkin, Program Manager - gkkworks

**RECOMMENDED BY:** GH Javaheripour 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

As part of a broader effort to find ways to reduce District operating costs, the administration identified an opportunity to utilize a portion of vacant land on the east side of the main campus for a proposed solar farm. Through communications with several parties involved in the renewable energy field, the District has received proposals from three (3) firms for a 1 megawatt solar power generating facility that would be financed by the District and which would provide up to one third of the College's electricity needs for the foreseeable future.

**Need:** Provide immediate and long term energy savings to the District.

**Fiscal Impact:** Initial capital investment of approximately \$7 million. Projected savings of \$7,045,671 over the next 5-years, which includes avoided energy costs, electricity tariff savings and California Solar Initiative (CSI) incentives. Projected savings of \$22,108,949 over 25-years.

**Recommended Action:**

Public hearing to consider adopting certain findings relating to a proposed Energy Services Contract for the purchase of a solar energy conservation facility.

1. Open public hearing to accept comments / close public hearing
2. Find that, pursuant to California Government Code Sections 4217.12 to 4217.13, it is in the best interest of the District to award an energy services contract at the regularly scheduled hearing on December 8, 2009 for the purchase of a solar energy conservation facility following a best value selection process.
3. Approve and authorize the Superintendent/President to conduct a "best value" selection process and select from the short-listed firms, that firm which offers the best combination of price, technology, performance, and other criteria as determined by a selection committee, to install and maintain, as required, a grid-interconnected, ground mounted, solar power generating facility with a total generating capacity rated at approximately 1,000kW.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**Solar Power Generating Project**  
**Al McQuilkin, Program Manager**  
**Robert M. Silverman Ph.D.**  
**November 5, 2009**

Throughout the planning for bond and non-bond projects on the campus, energy conservation and renewable energy projects have been identified as very high priorities.

For the past eight months, we have been working with solar vendors and their financial partners to develop a solar generating project on the main campus that would deliver significant monetary savings to the college without requiring an up-front investment. This type of arrangement would utilize a ground lease and a power purchase agreement (PPA) wherein the solar financial partner would fund the installation, maintenance, and operation of the solar facility, and the college would contract for power over a 20-year term. It became clear during these past several weeks that any approach utilizing a PPA was going to be difficult to negotiate and likely would not deliver the level of savings (if any) that we had anticipated. It also became clear that the alternative of financing a purchase of a solar generating facility using a COP or a tax-exempt lease was not a preferred option.

What has emerged, as the result of significant research and due diligence, is an approach whereby the district would purchase a solar generating facility from a vendor based on a best value selection. Utilizing Government Code 4317, the District can enter into a contract on terms that the Board determines are in the best interests of the District. The District would provide the land for the solar facility and the solar vendor would be responsible only for providing engineering, installation, maintenance, a performance guarantee, and a 25-year warranty on the system. This approach offers the maximum economic benefit to the College, which can be seen from the attached spreadsheet.

Purchasing the solar system will require an investment by the District of approximately \$7 million. However, the savings generated in the first five years will exceed \$7 million dollars, including California Solar Initiative (CSI) incentives, SCE avoided kWh purchases and SCE tariff savings. Total savings over a 25 year period will exceed \$22 million, as shown on the attached spreadsheet. Net savings over 25 years are projected at slightly over \$15 million; with 30 year savings projected at just over \$20 million.

We believe that the strategy that we have outlined above offers the District significant benefits over a PPA, including:

- Greater savings over the life of the project;
- Almost 32% of the total 25-year savings are realized in the first 5 years;
- Maximum CSI incentive (32 cents/kWh) paid directly to the College over the next 5 years;
- No ground lease required;

- District retains rights to Renewable Energy Credits (REC's) which should increase in value over time.

Funding for the solar generating project is proposed to come from a combination of the guaranteed investment contract (GIC), fund 71 capital improvements (slated for increased efficiency and conservation), \$1.5 million already allocated for the wind turbine, and Measure JJ Bond funds (this is a bond eligible project).

Should the District commit to this project, we anticipate that the solar facility will start generating electricity (and savings) in February 2010. Over the next 5 years, the College will benefit from almost \$4.2 million in CSI incentives, along with avoided electricity costs and tariff savings of more than \$2.75 million. This equals just over \$1.4 million in savings to the College' operating budget each and every year for the next five years.

In order to move this project forward:

1. The Board must find that the anticipated cost to the district for electrical energy provided by the solar generating facility will be less than the anticipated marginal cost to the district of electrical or other energy that would have been consumed by the district in the absence of the solar facility. We believe our due diligence supports this finding.
2. A solar company must be selected from the current short listed firms. A committee will be established to review the proposals and make a selection on a best value basis. A purchase contract will be developed and presented to the Board for approval at the December 2009 meeting.

The District will pay approximately \$7 million on a progress payment schedule to the solar contractor who will, design, engineer, construct and operate the system for the College.

The College will realize approximate savings to the general fund of \$1.4 million each year for the first five years, and approximately \$595,000 per year beginning in year six and continuing at an escalation rate of between 3.5% and 5% each year.

The solar vendor will provide maintenance and performance guarantees for the life of the project. The cost for the first 10 years is included in the initial purchase cost. Thereafter a schedule of costs will be identified and locked-in during the selection process. The system will be covered by a 25-year warranty.

## VVCCD Solar Generating Facility Financial Analysis - Fact Sheet

**System Price:**

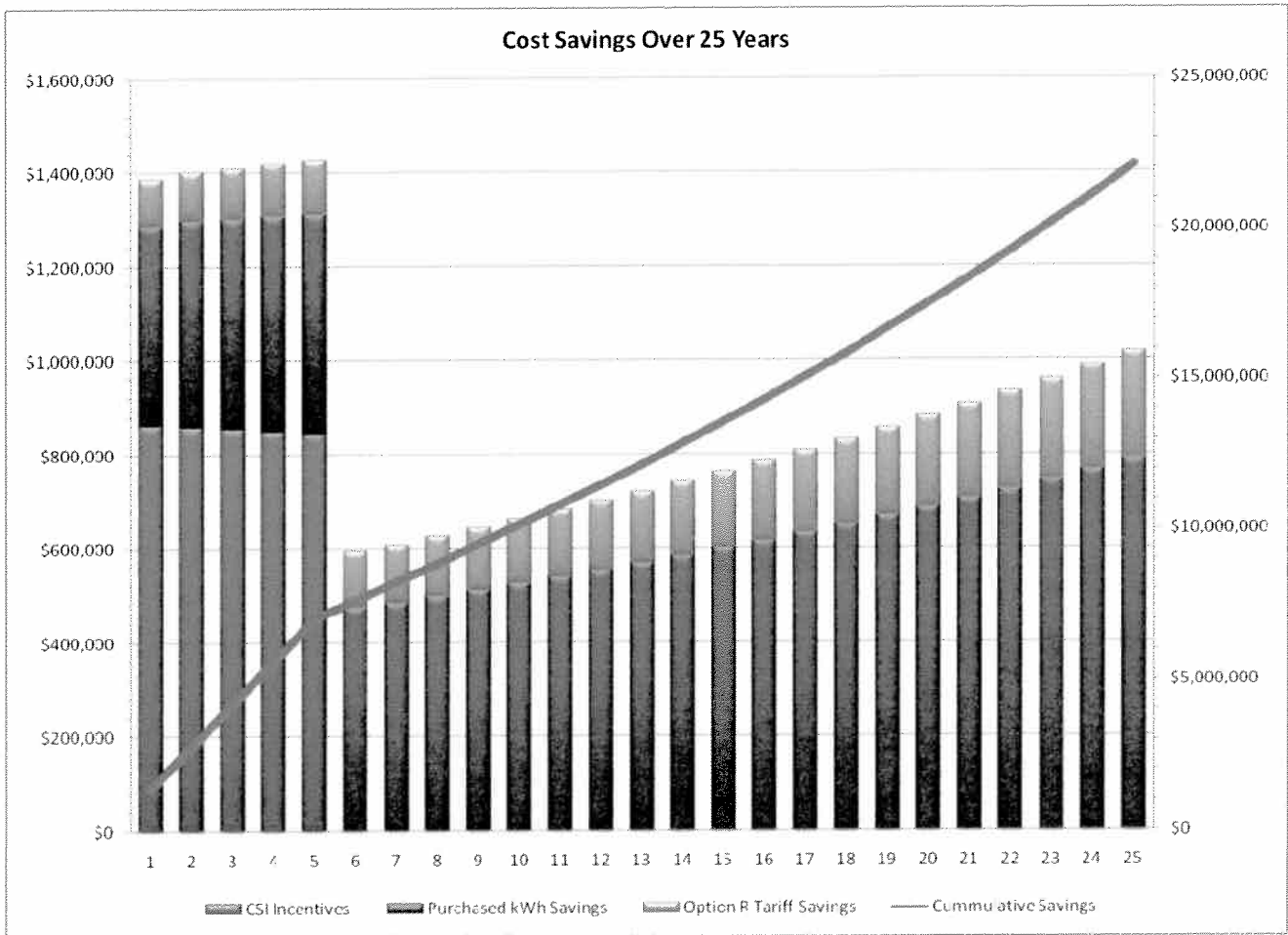
Maximum Installed Cost \$ 7,000,000

**25-Year Savings:**

Avoided Electricity Purchases	13,964,848
Renewable Energy Credits (REC)	634,915
CSI Performance-Based Incentive	4,269,649
Option R Tariff Savings	3,894,986
Operating Expense Years 11-25	<u>(655,449)</u>
<b>Net Savings Over 25 Years</b>	<b>\$ 22,108,949</b>

**Key Figures:**

Current Utility Cost per kWh	.1474
Solar Net Cost per kWh *	.0528
Public Utility Annual Escalation Rate	5%



\* Net Cost per kWh includes operating expenses but does not include Renewable Energy Credits (RECs)

ALTERNATIVE ENERGY WORKFORCE DEVELOPMENT PROJECT

**INLAND EMPIRE COLLABORATIVE TRAINING CENTER**

**Proposed by Robert M. Silverman Ph.D.**

**President Superintendent, Victor Valley Community College**

Overview: The inland empire, more specifically the high desert provides a unique environment to create a national training center for preparation of the workforce needed to support the green revolution. Objective to increase reliance upon energy generated through sustainable technologies. The proposed center will provide training to support solar power, wind power, alternative fuels, green construction techniques, hydroelectric, transportation alternatives, and geo-thermal among others currently developing and new technologies of the future including hydrogen energy generating capacity. This field is expanding at a rapid rate. The national interest of reducing reliance upon fossil fuels, reducing climate change, training a new workforce of effective employees to participate in the green industries. The green energy business sector requires employee training programs to create workers to provide new and upgrade opportunities for green technology industry. For business the center must address training for large energy generating factories (250-500 Megawatts), intermediate production facilities (1-5 Megawatts) and household enhancements (100-500 kilowatts). Alternative fuels need to train technicians to produce biofuels and people employed in the construction industry. The need for trained workers in all these fields will be critical.

The high desert represents a unique opportunity for the development of a national training center because this region is uniquely situated. Three major requirements to support this myriad of training opportunities include wind, sun, and land. To accomplish this proposal, these three characteristics provide a unique advantage over other locations.

NEEDS: New high wage jobs with a great career path opportunity will be increasing in a very dramatic way in the future within this region. Currently there are 80 plus licence applications on file to develop solar generating stations on BLM land in the high desert. Since there is available land for new housing, new green building techniques will be needed by the most important industry in the high desert. Available land will be utilized to grow plants which can be converted to biofuels to support the logistics and transportation industries.

COLLABORATION: The training center must be supported by several important partners. First and foremost is the need for regional community colleges to form a collaborative to share curriculum, instruction and funding. No single college can meet the needs of the emerging green industries; therefore, a person needs to be hired to coordinate the community college effort. The second level of support includes private industries. The third level is the public utilities. Federal, county, state, and other governmental agencies must be coordinated into a fourth level of support. The fifth level includes college faculty and labor unions.

STRATEGIC STEPS:

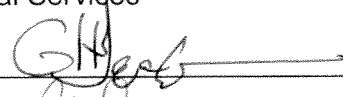
1. Establish the community college presidential collaborative declaration of support
2. Hire coordinator
3. Establish advisory group
4. Create the National Training Center for Workforce Development
5. Market and ensure quality assurance models.


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** MONTHLY FINANCIAL REPORTS

**SUBMITTED BY:** Mary Pringle, Fiscal Services

**RECOMMENDED BY:** GH Javaheripour  \_\_\_\_\_

**APPROVED BY:** Robert Silverman  \_\_\_\_\_

**Description/Background:**

Financial reports are being presented for the period ending May 31, 2009, for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

This is an information only item.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**GENERAL FUND - FUND 01**  
**As of 9/30/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 10,899,622			
<b><u>Revenues</u></b>				
Federal	\$ 5,172,526	\$ 255,702	\$ 4,916,824	95.06%
State	40,008,859	14,585,139	25,423,720	63.55%
Local	12,696,752	2,133,919	10,562,833	83.19%
Transfers In	5,900,000	0	5,900,000	100.00%
<b><u>Total Revenues</u></b>	<b>\$ 63,778,137</b>	<b>\$ 16,974,760</b>	<b>\$ 46,803,377</b>	<b>73.38%</b>
<b><u>Expenditures</u></b>				
Academic Salaries	\$ 25,649,649	\$ 3,306,484	\$ 22,343,165	87.11%
Classified Salaries	13,716,592	3,517,385	10,199,207	74.36%
Benefits	15,901,719	1,882,350	14,019,369	88.16%
Supplies	1,404,397	266,456	1,137,941	81.03%
Operating Expenses	11,493,356	1,582,431	9,910,925	86.23%
Capital Outlay	975,486	237,051	738,435	75.70%
Transfers, Grants	659,925	20,148	639,777	96.95%
Contingency	378,895	0	378,895	100.00%
Debt Service Retirement/Interest	0	0	0	
<b><u>Total Expenditures</u></b>	<b>\$ 70,180,019</b>	<b>\$ 10,812,305</b>	<b>\$ 59,367,714</b>	
Excess Revenues/(Expenditures)	\$ (6,401,882)	\$ 6,162,455		
<b>Month Ending Fund Balance 9/30/09</b>		<b>\$ 17,062,077</b>		
<b>Projected Ending Fund Balance</b>	<b>\$ 4,497,740</b>			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**DEBT SERVICE PAYMENT - FUND 29**  
**As of 9/30/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 28,022,430			
<b><u>Revenues</u></b>				
Local Revenues	\$ 1,016,000	\$ 901	\$ 1,015,099	99.91%
Transfers In		\$ -	\$ -	
<b><u>Total Revenues</u></b>	<u>\$ 1,016,000</u>	<u>\$ 901</u>	<u>\$ 1,015,099</u>	99.91%
<b><u>Expenditures</u></b>				
Debt Service Payments	<u>\$ 8,600,000</u>	<u>\$ -</u>	<u>\$ 8,600,000</u>	100.00%
<b><u>Total Expenditures</u></b>	<u>\$ 8,600,000</u>	<u>\$ -</u>	<u>\$ 8,600,000</u>	
Net Change in Fund Balance	\$ (7,584,000)	\$ 901		
<b>Month Ending Fund Balance 9/30/09</b>		\$ 28,023,331		
<b>Projected Ending Fund Balance</b>	\$ 20,438,430			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**BOND PROJECTS FUND - FUND 42**  
**As of 9/30/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 81,339,621			
<b><u>Revenues</u></b>				
Interest Income	\$ 750,000	\$ 46,741	\$ 703,259	93.77%
<b><u>Total Revenues</u></b>	<u>\$ 750,000</u>	<u>\$ 46,741</u>	<u>\$ 703,259</u>	93.77%
<b><u>Expenditures</u></b>				
Travel	\$ 354	\$ 354	\$ -	0.00%
Contracted Services	2,000,000	20,000	1,980,000	99.00%
Buildings - New & Remodel	16,988,571	10,885,969	6,102,602	35.92%
<b><u>Total Expenditures</u></b>	<u>\$ 18,988,571</u>	<u>\$ 10,905,969</u>	<u>\$ 8,082,602</u>	
Net Change in Fund Balance	\$ (18,238,571)	\$ (10,859,228)		
<b>Month Ending Fund Balance 9/30/09</b>		\$ 70,480,393		
<b>Projected Ending Fund Balance</b>	\$ 63,101,050			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**CAPITAL OUTLAY PROJECTS - FUND 71**  
**As of 9/30/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 2,880,247			
<b><u>Revenues</u></b>				
Interest Income	\$25,000	\$17,506	\$7,494	29.98%
Redevelopment	696,000	0	696,000	100.00%
Miscellaneous Income	0	0	0	
Transfers In	2,700,000	0	2,700,000	100.00%
<b><u>Total Revenues</u></b>	<b>\$ 3,421,000</b>	<b>\$ 17,506</b>	<b>\$ 3,403,494</b>	<b>99.49%</b>
<b><u>Expenditures</u></b>				
Contracts	50,000	104	49,896	99.79%
Buildings-New & Remodel	2,199,500	64,153	2,135,347	97.08%
Equipment	56,500	28	56,472	99.95%
Transfers/Grants/Contingency	0	0	0	
<b><u>Total Expenditures</u></b>	<b>\$ 2,306,000</b>	<b>\$ 64,285</b>	<b>\$ 2,241,715</b>	
 Net Change in Fund Balance	 \$ 1,115,000	 \$ (46,779)		
<b>Month Ending Fund Balance 9/30/09</b>		<b>\$ 2,833,468</b>		
 <b>Projected Ending Funding Balance</b>	 <b>\$ 3,995,247</b>			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**CHILD DEVELOPMENT CENTER - FUND 72**  
**As of 9/30/09**

	<b>Annual Budget</b>	<b>YTD Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 90,259			
<b><u>Revenues</u></b>				
State	\$252,191	\$0	\$252,191	100.00%
Rents & Leases	60,000	0	60,000	100.00%
Interest Income	600	600	0	0.00%
Miscellaneous Income	0	29,429	-29,429	
<b><u>Total Revenues</u></b>	<b>\$ 312,791</b>	<b>\$ 30,029</b>	<b>\$ 282,762</b>	<b>90.40%</b>
<b><u>Expenditures</u></b>				
Academic Salaries	\$ 191,670	\$ 29,848	\$ 161,822	84.43%
Classified Salaries	98,832	24,433	74,399	75.28%
Benefits	93,878	18,426	75,452	80.37%
Instructional Supplies	7,500	1,698	5,802	77.36%
Operating Expenses	4,500	213	4,287	
Equipment	0	0	0	
Reserve/Contingencies	0	0	0	0.00%
<b><u>Total Expenditures</u></b>	<b>\$ 396,380</b>	<b>\$ 74,618</b>	<b>\$ 321,762</b>	
 Net Change in Fund Balance	 \$ (83,589)	 \$ (44,589)		
 <b>Month Ending Fund Balance 9/30/09</b>		 \$ 45,670		

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**STUDENT CENTER FEE - FUND 73**  
**As of 9/30/09**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/09</b>	\$ 8,170			
<b><u>Revenues</u></b>	\$ 104,000	\$ 36,994	\$ 67,006	64.43%
<b><u>Expenditures</u></b>				
Transfers Out	\$ 104,000	\$ -	\$ 104,000	100.00%
Net Change in Fund Balance	\$ -	\$ 36,994		
<b>Month Ending Fund Balance 9/30/09</b>		\$ 45,164		

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**HEALTH TRUST FUND - FUND 75**  
**As of 9/30/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 15,847			
<b><u>Revenues</u></b>				
Interest Income	\$ 1,000	\$ 167	\$ 833	83.30%
Transfers In	17,000	0	17,000	0.00%
<b><u>Total Revenues</u></b>	<b>\$ 18,000</b>	<b>\$ 167</b>	<b>\$ 17,833</b>	<b>99.07%</b>
<b><u>Expenditures</u></b>				
Reserve For Contingencies	\$ -	\$ -	\$ -	
Outgoing Transfers	0	0	0	
<b><u>Total Expenditures</u></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
 Net Change in Fund Balance	 \$ 18,000	 \$ 167		
<b>Month Ending Fund Balance 9/30/09</b>		<b>\$ 16,014</b>		
 <b>Projected Ending Fund Balance</b>	 \$ 33,847			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**SELF INSURANCE TRUST - FUND 78**  
**As of 9/30/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 101,317			
<b><u>Revenues</u></b>				
Interest Income	\$ 3,000	\$ 446	\$ 2,554	85.13%
Miscellaneous Income	0	0	0	
Transfers In	0	0	0	
<b>Total Revenues</b>	<b>\$ 3,000</b>	<b>\$ 446</b>	<b>\$ 2,554</b>	<b>100.00%</b>
<b><u>Expenditures</u></b>				
Supplies	\$ 1,500	\$ 87	\$ 1,413	94.20%
Contracted Services	47,000	0	47,000	100.00%
New Furniture/Equipment	1,500	0	1,500	0.00%
Reserve for Contingencies	0	0	0	
<b>Total Expenditures</b>	<b>\$ 50,000</b>	<b>\$ 87</b>	<b>\$ 49,913</b>	<b>99.83%</b>
Net Change in Fund Balance	\$ (47,000)	\$ 359		
<b>Month Ending Fund Balance 9/30/09</b>		<b>\$ 101,676</b>		
<b>Projected Ending Fund Balance</b>	<b>\$ 54,317</b>			



**VICTOR VALLEY COMMUNITY COLLEGE**  
**2009-2010 Financial Statements**  
**RAMS BOOKSTORE**  
**As of 9/30/09**

	<b>Budget</b>	<b>Actual</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 1,137,114	
<b><u>Revenues</u></b>	\$ 4,683,000	\$ 1,524,906
Less: Cost of Goods Sold	\$ 3,550,000	\$ 1,135,759
Gross Margin from Local Revenues	\$ 1,133,000	\$ 389,147
Total Other Income		\$ 232
<b><u>Total Revenues</u></b>	\$ 2,270,114	\$ 389,379
<b><u>Expenditures</u></b>	\$ 1,442,500	\$ 13,751
Estimated labor to be invoiced		\$ 154,500
<b><u>Total Expenditures</u></b>	\$ 1,442,500	\$ 168,251
Revenues/(Expenditures)	\$ (309,500)	\$ 221,128
<b>Month Ending Fund Balance 9/30/09</b>		\$ 1,358,242
<b>Projected Ending Fund Balance</b>	\$ 827,614	

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**AUXILIARY SERVICES**  
**As of 9/30/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 155,083			
<b><u>Revenues</u></b>	\$ 479,000	\$ 193,429	\$ 258,971	54.06%
Estimated "Due From" District		26,600		
<b><u>Total Revenues</u></b>		\$ 220,029		
<b><u>Expenditures</u></b>				
District	\$ 479,000	\$ 15,454	\$ 379,546	79.24%
<b><u>Total Expenditures</u></b>		84,000		
		\$ 99,454		
Revenues/(Expenditures)	\$ -	\$ 120,575		
<b>Month Ending Fund Balance 9/30/09</b>		\$ 275,658		
<b>Projected Ending Fund Balance</b>	\$ 155,083			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**ASB FUND**  
**As of 9/30/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 203,245			
<b><u>Revenues</u></b>	\$150,000	\$5,514	\$144,486	96.32%
Estimated amount "Due From" District		60,635		
<b><u>Total Revenues</u></b>		<u>\$66,149</u>		
<b><u>Expenditures</u></b>	\$150,000	\$78,681	\$71,319	47.55%
<b><u>Total Expenditures</u></b>				
Revenues/(Expenditures)	\$ -	\$ (12,532)		
<b>Month Ending Fund Balance 9/30/09</b>		\$ 190,713		
<b>Projected Ending Fund Balance</b>	\$ 203,245			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**FEDERAL/STATE GRANT FUNDS**  
**As of 9/30/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 65,911			
<b><u>Revenues</u></b>				
PELL	\$ 13,450,331	\$ 1,818,374	\$ 11,631,957	
SEOG	297,265	52,300	244,965	
Direct Loan	7,447,270	0	7,447,270	
Cal Grant	917,016	458,690	458,326	
CARE	36,385	19,868	16,517	
TRIO	50,650	0	50,650	
EOPS	0	0	0	
ACG	32,725	0	32,725	
<b><u>Total Revenues</u></b>	<b>\$ 22,231,642</b>	<b>\$ 2,349,232</b>	<b>\$ 19,882,410</b>	
<b><u>Expenditures</u></b>				
PELL	\$ 13,450,331	\$ 1,818,374	\$ 11,631,957	
SEOG	297,265	52,300	244,965	
Direct Loan	7,447,270	0	7,447,270	
Cal Grant	917,016	251,100	665,916	
CARE	36,385	19,868	16,517	
TRIO	50,650	0	50,650	
EOPS	0	0	0	
ACG	32,725	0	32,725	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
<b><u>Total Expenditures</u></b>	<b>\$ 22,231,642</b>	<b>\$ 2,141,642</b>	<b>\$ 20,090,000</b>	
 Net Change in Fund Balance	 \$ -	 \$ 207,590		
 <b>Month Ending Fund Balance 9/30/09</b>		 <b>\$ 273,501</b>		
 <b>Projected Ending Fund Balance</b>	 <b>\$ 65,911</b>			