

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

Date: September 8, 2009

Place: Closed Session 4:30-5 p.m. West Wing Conference Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

Workshop 5-6 p.m.: Staff Lounge 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** **4:30 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** **4:30 - 5 p.m.**
 - (a) 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

WORKSHOP

Staff Lounge Victor Valley Community College

5-6 p.m.

Budget Workshop

REGULAR MEETING AGENDA

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

3. OPEN SESSION REGULAR MEETING

6 p.m.

3.1 Closed Session Report

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 August 11, 2009 regular Board meeting.

5.2 Board of Trustees Payments Report

Approval of the Board of Trustees Payments Report. Fiscal Impact: None

5.3 Foundation Donations

Acceptance of the donations as college property from the Victor Valley College District Foundation of \$19,615.55 in-kind cash donations, (\$6,984.19 in scholarships) for a total amount of \$29,599.74. In addition the Foundation has also received property donations as listed. Donations are for the period ending July 2009. Fiscal Impact: None.

5.4 Amendment – Agreement Foundation for California Community Colleges

Ratification of an amendment to the agreement between Victor Valley Community College District and Foundation for California Community Colleges for the use of college facilities in support of the BAR Smog Referee and Student Training Program. Fiscal Impact: None

- 5.5 Agreement – Independent Contractor – David Prince
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and David Prince to provide services as the orchestra director for the Willy Wonka musical and teach music to students for all 8 performances and rehearsals. The period of the agreement is from June 22, 2009 through August 16, 2009. Fiscal Impact: Budgeted, \$1,300.00.
- 5.6 Agreement – Independent Contractor – Patrick C. Summers
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Patrick Summers teach songs to the cast of Willy Wonka, play piano for dance rehearsals, and play the piano with the orchestra for performances... The period of the agreement is from June 22, 2009 through August 16, 2009. Fiscal Impact: Budgeted, \$1,300.00.
- 5.7 Agreement – Independent Contractor – MKH Electronics
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and MKH Electronics to provide services and repair of ultrasound machines, combination ultrasound and stim machines, hydrocollators, and whirlpools in the Athletic Training room. The period of the agreement is from July 1, 2009 July 23, 2009. Fiscal Impact: Budgeted, \$2,000.00.
- 5.8 Agreement – Independent Contractor – Joseph Tate
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Joseph Tate to provide pre-participation medical screening for athletics. The period of the agreement is from August 10, 2009 through May 31, 2010. Fiscal Impact: Budgeted, \$4,875.00.
- 5.9 Agreement – Independent Contractor – Luis Pena
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Luis Pena to provide maintenance and repair of all weight room equipment. The period of the agreement is from August 11, 2009 through June 30, 2010. Fiscal Impact: Budgeted, \$7,400.00.
- 5.10 Amendment – Gatlin Education Services Agreement
Approval of the amendment to the agreement with Gatlin Education Services Agreement previously approved on February 13, 2008. The amendment is effective September 10, 2009. Fiscal Impact: \$40,000.00 to the District.
- 5.11 Agreement – H&L Charter, Inc.
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and H&L Charter, Inc. to provide transportation service to partner high school students in the Upward Bound Program. The period of the agreement is from August 5, 2009 through August 8, 2009. Fiscal Impact: \$4,708.00 (Grant Funds).
- 5.12 Renewal Agreement – John J. Stroh, M.D.
Approval of the renewal agreement between Victor Valley Community College District and John J. Stroh, M.D. to serve as the Medical Director for the Victor Valley Community College District Paramedic Academy Program. The period of this agreement is from July 1, 2009 through June 12, 2010. Fiscal Impact: \$5,000.00 budgeted annually.

5.13 Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below. Fiscal Impact: \$800.00 Income to the District.

| Vendor: | Income to the District |
|------------|------------------------|
| Marta Shea | \$800.00 |
| Total: | \$800.00 |

5.14 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: \$1,200.00 to the District.

| Vendor: | Income to the District |
|-----------------------|------------------------|
| Cacun Restaurant | \$ 300.00 |
| El Pollo Loco | \$ 300.00 |
| Gobang Kok Restaurant | \$ 300.00 |
| Panda Express | \$ 300.00 |
| Total: | \$1,200.00 |

5.15 Renewal Agreement – Samuel Sepuya, M.D.

Approval of the renewal agreement between Victor Valley Community College District and Samuel Sepuya, M.D. to serve as the Medical Director for the Victor Valley Community College Respiratory Therapy Program. The period of this agreement is from August 27, 2009 through August 26, 2010. Fiscal Impact: \$4,000.00, budgeted annually.

5.16 Approval of Academic Equivalency Request – Cumore B. Denby - Spanish

Approval of the academic equivalency request for Cumore B. Denby - Spanish. Fiscal Impact: None.

5.17 Agreement – Hesperia Unified School District

Ratification of the agreement with Hesperia Unified School District to lease 5 classroom spaces at Hesperia High School to hold college courses at this site. Fiscal Impact: \$12,500.00, budgeted item.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda YES ___ NO ___

8. INSTRUCTION

8.1 Local Agreement for Child Development Services YES ___ NO ___

Adoption of the resolution and acceptance of the Child Development Services Grant Agreement CSPP-9454 with California Department of Education for the 2009-2010 fiscal year for the State Preschool Program. Fiscal Impact: \$252,191.00 to the District.

8.2 Grant Agreement – California Community Colleges, Chancellor's Office YES ___ NO ___

Acceptance of the grant agreement #08-0106 between Victor Valley Community College District and the California Community Colleges Chancellor's Office to provide the Paramedic to Registered Nursing Project at Victor Valley Community College District accelerated enrollment in the Associate Degree Nursing Program. Fiscal Impact: \$125,000.00 to the District.

- 8.3 WIB – Wastewater Management Training Program YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in Waste Water Management. Fiscal Impact: \$154,750.00 to the district.

10. ADMINISTRATIVE SERVICES

- 10.1 Resolution #09-09 – Temporary Borrowing Between Funds YES ___ NO ___
Approval of the resolution to authorize temporary borrowing between funds for the 2009-2010 fiscal year. Fiscal Impact: None

11. HUMAN RESOURCES

- 11.1 Public Hearing for AFT-PTFU Initial Negotiation Proposal to District YES ___ NO ___
- a) The Board president hereby declares the hearing open
 - b) The public may now comment on the initial proposal
 - c) The board president hereby declares the hearing closed

12. INFORMATION/DISCUSSION

- 12.1 District Initial Negotiations Proposal to AFT-PTFU
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: August 11, 2009

Place: Closed Session 4:30-5:30: West Wing Conference Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

Workshop 5:30-6 p.m.: Staff Lounge 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

CALL TO ORDER

4:30 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on August 11, 2009 in the Board Room of the Administration building. Mr. Range, Board President called the meeting to order at 4:34p.m.

TRUSTEE ROLL CALL: Present: Joe Range, Board President; Angela Valles, Vice President; Dennis Henderson, Trustee, Chris Mollenkamp, Trustee, and Don Nelson, Trustee

Absent: Mary Mazzola Student Trustee

MANAGEMENT PRESENT: Dr. Robert Silverman, Superintendent/President. Dr. Christopher O'Hearn, Interim, 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

Dennis Henderson led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: Board President, Mr. Range announced that Agenda item 11.1 ~ the title of the classification of Associate Director of Financial Aid should read Assistant Director of Financial Aid

2. CLOSED SESSION

4:30 – 5:30 p.m.

- (a) CONFERENCE WITH LABOR NEGOTIATOR – Government Code Section 54957.6 District Representative: Robert Silverman, Superintendent/President
Employee Organizations: CTA, AFT, CSEA

(b) LIABILITY CLAIMS – Government Code Section 54956.95

Claimant: Jeannette T. Seamore

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS: None

Recess to Closed Session: 4:38 p.m.

WORKSHOP

Staff Lounge Victor Valley Community College

5:30 - 6 p.m.

Reconvene from Closed Session: 6:15 p.m.

3. OPEN SESSION OF REGULAR MEETING

6 p.m.

At 6:15 p.m. Board President, Mr. Range reconvened to open session and announced there was one report.

3.1 Closed Session Report

Board President, Mr. Range announced that the claim for damages was unanimously rejected and referred to our claims administrator for handling.

Board President, Mr. Range announced that the agenda will be adjusted to make it easier on everyone. It was MSC (Valles/Henderson, 5-0) to move agenda items 11.1 and 11.2 to the beginning of the agenda. In addition, with the amount of speaker requests he asked the audience if they would consider speaking for one minute thus allowing for more speakers to speak at the lectern. It was the consensus of the public to extend the time to 30 minutes to complete the task. Board Policy 2350 states that comments are limited to three minutes per individual and a total of 15 minutes per topic. All members of the board agreed to extend the 15 minute period to 30 minutes to allow as many speakers possible to address the board within that timeframe.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: Roderick Gray (6.2), Rick Piercy (10.2), Sharon Wright (11.1), Roderick Gray (11.1), Kathy Mata (11.2), Carole Stump (11.2), Teresa Robillard (11.2), Francisco Ross (11.2), Tammy Brown (11.2), Nissa Moore (11.2), Sushawna Moore (11.2), Melanie Dube Price (11.2), Tracy Wilson (11.2), Sheryl Parnell (11.2), Lucia Mejia (11.2), Carol King (11.2), Monica Wettengel (11.2), Naomi Hill (11.2), Roderick Gray (11.2), Deidra Dulin (11.2), and Lois Papner (11.2)

Break: 7:09 p.m.

Reconvene: 7:18 p.m.

4. SUPERINTENDENT/PRESIDENT'S REPORT

Dr. Silverman provided a brief report regarding what we know from Sacramento regarding the status of the budget. On July 27th the Governor signed the budget and in that budget there were several cuts for Community Colleges on both sides of the budget. Dr. Silverman explained that the college's budget is separated through the general fund and categorical funds. The categorical funds are awarded through the legislature. When the legislature takes funds away it is very difficult to maintain the same level of service that we currently have.

Regarding the general fund the college received cuts in four major areas. We have eroded base of the college by 3 ½% (which is what we are funded on), received a large reduction property tax income (which is projected to go further), and the college received notice that the general apportionment adjustments will have adjustments. All of these cuts put tremendous pressure on the general fund. In the general fund, a balanced budget was presented to the board which is by law. The balanced budget has no layoffs and no reductions. This will not

continue if what is being reported to us by the legislature is true. The general fund is taking a tremendous hit and so far we have not had to make layoff messages in the general fund.

Categorical funds, which are linked to programs, there have been discussions in the legislature regarding reduction of categorical funding. The college has been presented with a list, by program, how much this college is being reduced in those programs. Of the \$5M total, the legislature is taking close to over 40% back and the program is going to be reduced. If we continue spending the same amount of money, the categorical funds will evaporate long before the year is up. Without the categorical funds supporting the student services, massive layoffs would need to be made somewhere else to pay for the problem. The categorical money is a permanent cut to the categorical programs. Our problem is that we have a revenue shortfall which has been going on for 3 years. This college spends more than we get. If this motion passes, we have 45 days to figure this out and during these 45 days we can discuss all the compromises and concessions we want to make to try to save the categorical programs. It can't just be the categorical programs it must be the whole college. The 45 days begins today if the board passes it tonight.

- **Faculty Senate**
No report

ACTION AGENDA

11.1 Resolution #09-07 - Elimination of Positions

It was MSC (Nelson/Mollenkamp, 2-2-1 Range, Yes, Nelson, Yes, Mollenkamp, No, Valles, No, Henderson, Abstain). The motion failed to approve the resolution to eliminate vacant positions as listed. Fiscal Impact: None- positions have not been budgeted.

11.2 Resolution #09-08 - Layoff Resolution - Classified

It was motioned by Trustee Nelson and seconded by Trustee Mollenkamp MSC to approve the resolution for lack of categorical funds and authorize and direct the Vice President, Human Resources to give notice of layoff to employees in the classifications listed. Fiscal Impact: \$733,545.00 to balance the categorical shortfall of \$1,729,549.00.

Following discussion, the motion was amended by Trustee Mollenkamp and seconded by Trustee Nelson (Mollenkamp, Yes, Nelson, Yes, Henderson, Yes, Range, Yes, Valles, No) to direct the Superintendent/President to open negotiations with all unions and management staff to seek ways to minimize the fiscal impact on the college.

Break: 7:59 p.m.

Reconvene: 8:05 p.m.

5. CONSENT AGENDA

It was MSC (Nelson/Henderson, 5-0) to approve the consent items in one motion.

5.1 Approval of the minutes of the July 14 2009 regular Board.

5.2 Agreement Renewal – Idearc Media

Ratification of the renewal agreements between Victor Valley Community College District and Idearc Media for the college phone listing and advertising in the yellow and white pages of the Verizon phone directory. Fiscal Impact: \$17,483.40 Public Information Office advertising budget. (Renewal)

- 5.3 Agreement– National Cinemedia, LLC
Ratification of the agreement between Victor Valley Community College District and National Cinemedia, LLC to provide on screen advertising at the Cinemark 16 movie theatre located in Victorville, CA for the Victor Valley Community College District's Puente Program. The period of this agreement is from July 24, 2009 through August 20, 2009. Fiscal Impact: \$214.00, budgeted item, grant funds.
- 5.4 Agreement Renewal – PeopleAdmin, Inc.
Ratification of the agreement between Victor Valley Community College District and PeopleAdmin, Inc. to continue the automated internet-based system for establishing and maintaining employment applications, job descriptions, and performance evaluations. The period of the agreement is from August 28, 2009 through August 27, 2010. Fiscal Impact: \$33,100.00, budgeted item. (Renewal)
- 5.5 Agreement Renewal – Bomgar Corporation
Ratification of the agreement between Victor Valley Community College District and Bomgar Corporation to renew its software maintenance agreement to enable help desk personnel to manage and correct technical issues on any workstation on or off campus. Fiscal Impact: \$2,753.00, budgeted item. (Renewal)
- 5.6 Agreement – Porter Boiler Service, Inc.
Ratification of the agreement between Victor Valley Community College District and Porter Boiler Service, Inc. to provide recertification services for two (2) Bryan boilers located in the central plant, per South Coast Air Quality Management District permit requirements. Fiscal Impact: \$3,900.00, budgeted item.
- 5.7 Agreement Renewal – Porter Boiler Service, Inc.
Ratification of the agreement between Victor Valley Community College District and Porter Boiler Service, Inc. to provide inspection and maintenance services on the Bryan Flex tube boiler located in the gymnasium. The agreement is for the 2009-2010 fiscal year. Fiscal Impact: \$1,680.00. (Renewal)
- 5.8 Agreement Renewal #09/10-0067 – San Bernardino County Superintendent of Schools
Ratification of the agreement between Victor Valley Community College District and San Bernardino County Superintendent of Schools for courier services for fiscal year 2009-10. This service includes daily delivery and pick up of the County's correspondence and materials. Fiscal Impact: Not to exceed \$3,187.00, budgeted item. (Renewal)
- 5.9 Agreement Renewal – Keenan & Associates Loss Control Services
Ratification of the agreement between Victor Valley Community College District and Keenan & Associates to provide loss control services as needed for the 2009-2010 fiscal year. Fiscal Impact: Not to exceed \$20,000.00, budgeted item. (Renewal)
- 5.10 Agreement – Ontario Refrigeration
Ratification of the agreement between Victor Valley Community College District and Ontario Refrigeration to replace the circuit 2 compressor on the A/C unit in the Allied Health Department. Fiscal Impact: \$13,724.00, budgeted item.
- 5.11 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.12 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None

- 5.13 Renewal Agreement – San Antonio Community Hospital
Ratification of the agreement between Victor Valley Community College District and San Antonio Community Hospital to provide clinical learning facilities for health sciences programs. The period of this from July 1, 2009 through June 30, 2010. Fiscal Impact: None. (Renewal)
- 5.14 License Agreement – California State University San Bernardino Office of Housing and Residential Life
Ratification of the agreement between Victor Valley Community College District and California State University San Bernardino Office of Housing and Residential Life to provide residential services for university based programs for Upward Bound Program participants, Janet Long, Jessica Diaz and Elizabeth Duarte. The period of this agreement is from July 9, 2009 through July 25, 2009. Fiscal Impact: \$10,652.00, budgeted item, Grant Funds.
- 5.15 License Agreement – California State University San Bernardino Office of Housing and Residential Life
Ratification of the agreement between Victor Valley Community College District and California State University San Bernardino Office of Housing and Residential Life to provide residential services for university based programs for Upward Bound Math and Science Program participants, Janet Long, Jessica Diaz and Elizabeth Duarte. The period of this agreement is from July 9, 2009 through July 25, 2009. Fiscal Impact: \$6,366.00, budgeted item, Grant Funds.
- 5.16 Agreement – H&L Charter Co., Inc.
Ratification of the agreement between Victor Valley Community College District and H&L Charter Co., Inc. to provide transportation service to partner high school students in the Upward Bound Program. The period of the agreement is from August 5, 2009 through August 8, 2009. Fiscal Impact: \$3,766.40, budgeted item, Grant Funds.
- 5.17 Agreement – Independent Contractor – Robert D. Hampton
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Robert D. Hampton to provide academic workshops for Upward Bound Program participants during the 2009 Summer Academy/California State University San Bernardino residential component. The period of the agreement is from July 20, 2009 through July 23, 2009. Fiscal Impact: \$500.00, budgeted item, Grant Funds.
- 5.18 Agreement – Independent Contractor – Isaac Newton
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Isaac Newton to assist in presenting and facilitating various Career Pathways' workshops. The period of the agreement is from June 29, 2009 through July 2, 2009. Fiscal Impact: \$150.00, budgeted item, Grant Funds.
- 5.19 Agreements – Contract Education Services
Approval of the Contract Education Services' agreements listed below. Fiscal Impact: \$8,100.00 Income to the District.

| Vendor: | Income to the District |
|---------------------------------|------------------------|
| Voices For All | \$ 600.00 |
| Preston Guillory Investigations | \$4,000.00 |
| Notary Public Seminars | \$3,000.00 |
| Brown Butterfly Enterprises | \$ 500.00 |
| Total: | \$8,100.00 |

5.20 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: \$1,800.00 to the District.

| Vendor: | Income to the District |
|------------------------------------|------------------------|
| IHOP Restaurant | \$ 300.00 |
| Cardenas Mexican Market - Hesperia | \$ 300.00 |
| Cardenas Mexican Market - Fontana | \$ 300.00 |
| La Casita Cafe | \$ 600.00 |
| Casa Delias Restaurant | \$ 300.00 |
| Total: | \$1,800.00 |

5.21 Personal Services Agreement – Dudek

Ratification of the agreement with Dudek to provide preliminary environmental consulting services related to District implementation of Bond Measure JJ related projects for the period of 07/27/09-8/11/09. Preliminary projects include review of the District's traffic study and review of the Public Safety Training Center site for any environmental issues. Impact: \$24,603.00 - locally bond funded.

5.22 Approval of Academic Equivalency- Physical Education - Gregg Combs

Approval of the minimum of fifteen (15) years of work experience in the field is required. It is recommended that the Board of Trustees approve the equivalency listed. Fiscal Impact: None

5.23 Agreement – Independent Contractor – Myrna Foster

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Myrna Foster to provide supplemental instruction for regular Upward Bound The period of the agreement is from June 22, 2009 through July 30, 2009. Fiscal Impact: \$2,040.00, budgeted item, Grant Funds.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda

6.2 Second Reading - Board Polices Chapter 2, Board of Trustees

It was MSC (Nelson/Henderson, 5-0) to approve the Chapter 2 revised and new Board Policies as amended with Board Policy 2130 eliminated.

Trustee Mollenkamp requested Board Polices 2210, 2130 and 2305 pulled for separate discussion.

On Board Policy 2210 (Officers – Rotating), Trustee Mollenkamp was not sure that rotating would benefit the board and that it would lead to greater issues when an individual with less experience was chosen. Trustee Mollenkamp motioned to amend BP 2210 to not rotate the board chair. Hearing no second Trustee Mollenkamp withdrew his motion.

On Board Policy 2305, Trustee Mollenkamp said that if Board Policy 2210 (Officers – Rotating) is approved then the change on Board Policy 2305 should not be done.

On Board Policy 2130 (Term Limit) Trustee Mollenkamp was concerned of the high cost and wanted to ensure that passing this board policy does not require the college to immediately submit to pay for the election if term limits are chosen.

It was MSC (Mollenkamp/Henderson, 5-0) to eliminate Board Policy 2130 (Term Limits).

10. ADMINISTRATIVE SERVICES

10.1 CEQA Indemnification Agreement for the Apple Valley Fire Protection District

It was MSC (Henderson/Nelson, 5-0) to approve of the indemnification agreement for the Apple Valley Fire Protection District and direct the Superintendent/President to sign the agreement when it is approved by both Boards. Fiscal Impact: None

10.2 Lease Agreement – Apple Valley Fire Protection District

It was MSC (Henderson/Nelson, 5-0) to approve lease agreement with the Apple Valley Fire Protection District for the purpose of constructing a Bond funded (Measure JJ) Public Safety Training Center. Fiscal Impact: \$1.00 per year for the duration of the ninety-nine (99) year lease. General Fund.

10.3 Agreement – DUDEK

It was MSC (Nelson/Henderson, 5-0) to approve the agreement with DUDEK to provide environmental consulting services related to District implementation of Bond Measure JJ related projects to assure compliance with the requirements of the California Environmental Quality Act (CEQA). This agreement is for the period August 12, 2009 through June 30, 2010. Fiscal Impact: \$500,000.00 locally bond funded.

10.4 Agreement – Highland Partnership, Inc.

It was MSC (Henderson/Nelson, 5-0) to find that Highland partnership is the Responsive and Responsible Bidder whose proposal has been determined to be the best value and most advantageous for the design and construction of the Eastside Public Safety Training Center, based on the criteria set forth in the Request for Proposal, including, price, technical expertise, lifecycle costs, skilled labor force availability, safety record, design excellence and sustainability, local participation plan, and project approach.

Award a design-build contract to Highland Partnership for the design and construction of the Eastside Public Safety Training Center for an amount not-to-exceed \$25,000,000. Construction will be completed on or before December 22, 2011.

Direct the Superintendent/President to sign the contract when complete.

Fiscal Impact: Not to exceed \$25,000,000 for direct construction costs - Locally Bond Funded.

10.5 Foundation Donations

It was MSC (Henderson/Mollenkamp, 5-0) to accept the donations as college property from the Victor Valley College District Foundation of \$304,091.11 in-kind cash donations, (\$13,155.28 in scholarships) for a total amount of \$317,246.39. In addition the Foundation has also received property donations as listed. Donations are for the period ending June 2009. Fiscal Impact: None.

10.6 Student Accident Insurance

It was MSC (Nelson/Henderson, 5-0) to approve to continue working with Student Insurance to provide student accident insurance for Victor Valley Community College. Fiscal Impact: \$109,960.00, budgeted item.

10.7 Agreement – Datalink Networks (Fortinet)

It was MSC (Nelson/Henderson, 5-0) to approve of the agreement with Datalink Networks for the replacement of the current firewall to provide protection from web based threats. Fiscal Impact: \$63,644.36, budgeted item.

11. HUMAN RESOURCES

- 11.1 **Moved to Beginning of Agenda** Resolution #09-07 -Elimination of Positions
Approval of the resolution to eliminate vacant positions as listed. Fiscal Impact: None-positions have not been budgeted.
- 11.2 **Moved to Beginning of Agenda** Resolution #09-08 - Layoff Resolution - Classified
Approval of the resolution for lack of categorical funds and authorize and direct the Vice President, Human Resources to give notice of layoff to employees in the classifications listed. Fiscal Impact: \$733,545.00 to balance the categorical shortfall of \$1,729,549.00.
- 11.3 AFT-PTFU Agreement
It was MSC (Henderson/Mollenkamp, 5-0) to ratify the revisions to Article 2, Recognition, and Article 19, Workload. Fiscal Impact: None
- 11.4 AFT-PTFU MOU Evaluation Pilot Program
It was MSC (Nelson/Henderson, 5-0) to ratify the MOU with AFT-PTFU for an Evaluation Pilot Program. Fiscal Impact: A maximum of \$1,350.00, budgeted item.

12. INFORMATION/DISCUSSION

- 12.1 AFT-PTFU Initial Negotiations Proposal to District
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
Janice Olsen
- 13.2 Employee Groups
- a) CTA
None
 - b) CSEA
Eileen Sullivan
 - c) AFT Part-Time Faculty United
Mike Mello

14. TRUSTEE COMMENTS

- ASB
Mary Mazzola reported on student activities. Trustee Nelson welcomed Mary Mazzola and also spoke about the outstanding presentation recently conducted by the Child Development Center staff. Trustee Valles urged the Superintendent/President to figure out a way to avoid the layoffs and keep the services for the students.

Public Comments Related to Non-Agenda Items: Margaret Kagy, Aaron Lehnen, Roderick Gray

16. ADJOURNMENT

It was MSC (Valles/Henderson 5-0) to adjourn the meeting 9 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: 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, SEPT. 8, 2009**

| | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Revenue Bond |
|-----------------------------|------------------|-----------------|-------------------|--------------------|----------------|
| BATCH 001 | \$ 1,318.54 | \$0.00 | | | |
| BATCH 002 VOIDED | | | | | |
| BATCH 002A | \$ 237,096.00 | | | | |
| BATCH 003 VOID | | | | | |
| BATCH 003A | \$ 10,800,000.00 | | | | |
| BATCH 004 | \$ 3,759.71 | | | | |
| BATCH 005 VOIDED | | | | | |
| BATCH 005A | | | | | \$ 114,236.500 |
| BATCH 006 | \$ 18,962.57 | | | | |
| BATCH 007 VOIDED | | | | | |
| BATCH 007A | \$ 101,917.72 | | | | |
| BATCH 008 | \$ 34,568.30 | | | | |
| BATCH 008A | \$ 1,498.50 | | | | |
| BATCH 009 | | | \$ 11,385.50 | | |
| BATCH 010 | \$ 18,807.58 | | | | |
| BATCH 010A | \$ 2,164.92 | | | \$ 86.40 | |
| BATCH 011 | | | | | |
| BATCH 012 | \$ 6,700.57 | | | | |
| BATCH 013 | \$ 1,163.83 | | | | |
| BATCH 014 | \$ 3,275.32 | | | | |
| BATCH 015 | \$ 579.80 | | | | |
| BATCH 016 VOIDED | | | | | |
| BATCH 016A | \$ 3,191.72 | | | | |
| BATCH 017 | \$ 667.24 | | | | |
| BATCH 018 | \$ 1,159.50 | | | | |
| BATCH 019 | \$ 868.75 | | | | |
| BATCH 020 | \$ 142,037.57 | | | | |
| BATCH 020A | \$ 41,850.37 | | | | |
| BATCH 021A | \$ 23,178.37 | | | | |
| BATCH 022 | \$ 54,597.54 | | | | |
| BATCH 002A | \$ 91,996.94 | | | | |
| BATCH 023 CONTAINS NO BATCH | | | | | |
| BATCH 024 | | | \$ 8,193.80 | | |
| BATCH 025 | \$ 6,711.72 | | | | |

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, SEPT. 8, 2009**

| | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Revenue Bond |
|-----------------------------|--------------|-----------------|-------------------|--------------------|--------------|
| BATCH 025A | \$ 3,000.00 | | | | |
| BATCH 026 | \$ 14,608.75 | | | | |
| BATCH 027 | \$ 246.00 | | | | |
| BATCH 028 | \$ 3,445.14 | | | | |
| BATCH 029 | \$ 5,621.09 | | | | |
| BATCH 029A | \$ 84,921.79 | | | | |
| BATCH 030 | | \$ 14,840.00 | | | |
| BATCH 031 | \$ 17,878.86 | | | | |
| BATCH 032 | \$ 15,269.21 | | | | |
| BATCH 032A | \$ 5,400.00 | | | | |
| BATCH 033 | \$ 9,773.68 | | | | |
| BATCH 034 CONTAINS NO BATCH | | | | | |
| BATCH 035 | \$ 8,041.00 | | | | |
| BATCH 036 | \$ 140.00 | | | | |
| BATCH 037 | \$ 60,684.90 | | | | |
| BATCH 037A | \$ 19,200.00 | | | | |
| BATCH 038 | \$ 4,884.24 | | | | |
| BATCH 039 | \$ 2,287.35 | | | | |
| BATCH 040 | | | \$ 29,762.56 | | |
| BATCH 040A | | | \$ 86,702.37 | | |
| BATCH 041 | | | \$ 61,184.86 | | |
| BATCH 041A | | | \$ 11,450.00 | | |
| BATCH 0042 | \$ 326.50 | | | | |
| BATCH 0043 | \$ 177.03 | | | | |
| BATCH 044 | \$ 935.69 | | | | |
| BATCH 045 | \$ 1,373.18 | | | | |
| BATCH 046 | \$ 199.00 | | | | |
| BATCH 047 | \$ 9,190.06 | | | | |
| BATCH 048 | \$ 62.26 | | | | |
| BATCH 049 | \$ 1,274.25 | | | | |
| BATCH 050 CONTAINS NO BATCH | | | | | |
| BATCH 050A | \$ 31,692.42 | | | | |
| BATCH 051 | \$ 40,629.97 | | | | |
| BATCH 052 | | | \$ 14,294.00 | | |
| BATCH 053 | \$ 3,531.91 | | | | |
| BATCH 053A | \$ 12,500.00 | | | | |
| BATCH 054 | \$ 851.13 | | | | |

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, SEPT. 8, 2009**

| | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Revenue Bond |
|-----------------------------|---------------|-----------------|-------------------|--------------------|--------------|
| BATCH 055 | \$ 67,566.43 | | | | |
| BATCH 055A | \$ 28,895.00 | | | | |
| BATCH 056 | \$ 12,941.06 | | | | |
| BATCH 057 | \$ 13,991.52 | | | | |
| BATCH 057A | \$ 201,812.00 | | | | |
| BATCH 058 | \$ 45,025.20 | | | | |
| BATCH 058A | \$ 3,400.00 | | | | |
| BATCH 059 | \$ 3,106.37 | | | | |
| BATCH 060 | \$ 12,278.24 | | | | |
| BATCH 061 | \$ 1,129.00 | | | | |
| BATCH 062 | \$ 5,581.14 | | | | |
| BATCH 063 | | \$ | \$ 130.50 | | |
| BATCH 064 | | \$ | \$ 154.00 | | |
| BATCH 065 | \$ 4,782.79 | | | | |
| BATCH 066 | \$ 600.60 | | | | |
| BATCH 067 | \$ 23,948.87 | | | | |
| BATCH 067A | \$ 9,886.50 | | | | |
| BATCH 068 VOIDED | | | | | |
| BATCH 068A | \$ 109,960.00 | | | | |
| BATCH 069 | \$ 14.50 | | | | |
| BATCH 070 | \$ 621.21 | | | | |
| BATCH 071 | \$ 218.24 | | | | |
| BATCH 072 | \$ 3,485.41 | | | | |
| BATCH 073 | \$ 1,843.59 | | | | |
| BATCH 073A | \$ 1,760.37 | | | | |
| BATCH 074 VOIDED | | | | | |
| BATCH 074A | \$ 10,065.99 | | | | |
| BATCH 075A | \$ 29,192.50 | | | | |
| BATCH 076 | \$ 8,613.69 | | | | |
| BATCH 077 | \$ 5,125.00 | | | | |
| BATCH 078 | \$ 3,233.91 | | | | |
| BATCH 079 CONTAINS NO BATCH | | | | | |
| BATCH 080 | \$ 544.13 | | | | |
| BATCH 081 | \$ 1,065.40 | | | | |
| BATCH 082 | \$ 5,856.50 | | | | |
| BATCH 083 | \$ 957.00 | | | | |
| BATCH 084 | \$ 8,779.84 | | | | |

**BOARD REPORTS
BOARD OF TRUSTEES MEETING, SEPT. 8, 2009**

| | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Revenue Bond |
|-----------------------------|------------------|-----------------|-------------------|--------------------|---------------|
| BATCH 085 CONTAINS NO BATCH | | | | | |
| BATCH 085A | \$ 63,076.00 | | | | |
| BATCH 086 | \$ 8,800.00 | | | | |
| BATCH 087 | \$ 7,304.96 | | | | |
| BATCH 087A | \$ 1,678.05 | | | | |
| BATCH 088 | \$ 20,053.19 | | | | |
| BATCH 089 | \$ 767.83 | | | | |
| BATCH 090 | | \$ 12,678.79 | | | |
| BATCH 091 | \$ 31,648.05 | | | | |
| BATCH 092 | \$ 14,780.84 | | | | |
| BATCH 092A | \$ 12,000.00 | | | | |
| BATCH 093 | \$ 253.12 | | | | |
| BATCH 094 | \$ 1,813.04 | | | | |
| BATCH 095 VOIDED | | | | | |
| BATCH 095A | \$ 1,751.17 | | | | |
| BATCH 096 | \$ 338.60 | | | | |
| BATCH 097 | \$ 1,363.89 | | | | |
| BATCH 098 | \$ 1,854.22 | | | | |
| BATCH 098A | \$ 4,421.03 | | | | |
| BATCH 099 | \$ 5,478.87 | | | | |
| BATCH 099A | \$ 37,564.53 | | | | |
| BATCH 100 | \$ 12,139.90 | | | | |
| BATCH 101 | \$ 2,459.03 | | | 240.00 | |
| BATCH 102 | | | | \$ | |
| BATCH 103 | \$ 13,773.52 | | | | |
| BATCH 104 | \$ 7,502.12 | | | | |
| BATCH 105 | \$ 7,284.02 | | | | |
| TOTAL | \$ 12,840,606.47 | \$ | \$ 250,776.38 | \$ 326.40 | \$ 114,236.50 |



**Accrediting Commission for Community
and Junior Colleges**

10 Commercial Blvd. Suite 204
Novato, CA 94949

Invoice

| | |
|----------|-----------|
| Date | Invoice # |
| 3/2/2009 | 1162 |

INSTRUCTION OFFICE

Bill To

MAR 18 2009

Victor Valley College
Dr. Robert Silverman
18422 Bear Valley Road
Victorville, CA 92395

RECEIVED

For questions, please contact
Deanne Wilburn at:

Phone #: 415-506-0234
Fax #: 415-506-0238
Email: dwilburn@accjc.org

| Description | Amount |
|--|--------------------------|
| Annual Dues for Fiscal Year 2009-2010 * | 16,622.00 |
| * Please refer to the attached fee schedule. | |
| <p>PAYMENT INFORMATION:</p> <p>Annual fees are due and payable on or before July 1, 2009 and are considered late if not received by December 1, 2009.</p> <p>Please make check payable to: Accrediting Commission for Community and Junior Colleges</p> <p>Please return one invoice copy with payment.</p> <p>Thank you!</p> | |
| | Total \$16,622.00 |

OK
RMS

RECEIVED

MAR 6 2009

Reg 21326

PRESIDENT'S OFFICE


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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: FOUNDATION DONATIONS

SUBMITTED BY: Victor Valley College Foundation

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for Victor Valley College \$19,615.55 in-kind cash donations, \$6,984.19 in scholarships) for a total amount of \$29,599.74. In addition the Foundation has also received property donations as listed. These donations are for the period ending July 2009.

Need: N/A

Fiscal Impact: N/A

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
July, 2009

| Project Description | Post date | Trans. Amount | Account Description | Reference |
|---|------------------|----------------------|----------------------------|--|
| Agriculture (Mojave Sustainability Project) | 7/7/09 | \$ 550.00 | Travel | Reimbursement for Costa Rica Trip Ticket & Insurance |
| Agriculture (Mojave Sustainability Project) | 7/7/09 | \$ 9,550.00 | Travel | Balance due for Costa Rica Study Abroad Program |
| Agriculture (Mojave Sustainability Project) | 7/29/09 | \$ 472.63 | Education & Training | Credit Card Charges |
| Agriculture Total: | | \$ 10,572.63 | | |
| Fire Technology Program | 7/7/09 | \$ 63.16 | Hospitality | Coffee Service for Fire Tech |
| Fire Tech Total: | | \$63.16 | | |
| Friends of the Library | 7/15/09 | \$ 13.20 | Printing | Printing Charges for May '09 Friends of the Library |
| Friends of the Library Total: | | \$13.20 | | |
| Almquist Family (Scholarship) | 7/7/09 | \$ 272.94 | Scholarships | Reimbursement for Scholarship Funds |
| General Scholarship Clearing Fund | 7/15/09 | \$ 1,150.00 | Scholarships | Scholarships Received thru 07/15/09 |
| General Scholarship Clearing Fund | 7/7/09 | \$ 5,506.25 | Scholarships | Scholarships Received thru 7/7/09 |
| General Scholarship Clearing Fund | 7/7/09 | \$ 55.00 | Scholarships | Scholarship for Lina Bland #0212384 |
| Scholarships Total: | | \$ 6,984.19 | | |
| Nursing General | 7/7/09 | \$ 86.30 | Facilities & Decorations | Reimbursement for Nursing Seminar |
| Nursing General | 7/15/09 | \$ 54.44 | Equipment / Supplies | Reimbursement for CNA Project Supplies |
| Nursing General | 7/15/09 | \$ 133.83 | Equipment / Supplies | Reimbursement for Nursing Workshop |
| Nursing Total: | | \$ 274.57 | | |
| Parachute Project | 7/29/09 | \$ 229.30 | Grants Awarded | Credit Card Charges |
| Parachute Project | 7/15/09 | \$ 148.99 | Catering | Catering for Parachute Program |
| Parachute Project | 7/15/09 | \$ 590.40 | Meetings/Seminars | Student Vouchers for Parachute Program |
| Parachute Project | 7/15/09 | \$ 19.57 | Equipment / Supplies | Reimbursement for Student Supplies |
| Parachute Project | 7/15/09 | \$ 1,831.94 | Equipment / Supplies | Student School Supplies |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
July, 2009

| Project Description | Post date | Trans. Amount | Account Description | Reference |
|------------------------------------|-----------|---------------------|---------------------|----------------------------------|
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 100.00 | Scholarships | Student Incentive |
| Parachute Project | 7/29/09 | \$ 182.58 | Grants Awarded | Student Incentive |
| Grants Total: | | \$ 4,602.78 | | Credit Card Charges |
| Paramedic Academy | 7/29/09 | \$ 140.00 | Scholarships | Credit Card Charges |
| Paramedic Academy | 7/8/09 | \$ 84.53 | Travel | Credit Card Charges |
| Paramedic Academy Total: | | \$ 224.53 | | |
| The California Wellness Foundation | 7/8/09 | \$ 107.00 | Meals | Credit Card Charges |
| The California Wellness Foundation | 7/15/09 | \$ 2,305.08 | Grants Awarded | Grant Admin. 7/8/09-7/14/09 |
| The California Wellness Foundation | 7/29/09 | \$ 215.64 | Travel | Credit Card Charges |
| The California Wellness Foundation | 7/7/09 | \$ 3,396.96 | Grants Awarded | Grant Admin. 6/18/09-7/7/09 |
| TCWF Total: | | \$ 6,024.68 | | |
| Women's Basketball | 7/7/09 | \$ 60.00 | Outside Labor | Assistant for Women's Basketball |
| Women's Basketball | 7/7/09 | \$ 80.00 | Outside Labor | Assistant for Women's Basketball |
| Women's Basketball | 7/7/09 | \$ 100.00 | Outside Labor | Assistant for Women's Basketball |
| Women's Basketball | 7/7/09 | \$ 100.00 | Outside Labor | Assistant for Women's Basketball |
| Women's Tennis | 7/7/09 | \$ 500.00 | Salaries & Wages | Payroll for Men's Tennis Coach |
| Athletics Total: | | \$ 840.00 | | |
| GRAND TOTAL: | | \$ 29,599.74 | | |

Victor Valley College District Foundation, Inc.
Gifts In Kind

July, 2009

| Date | Constituent | Fund | Gift Value | Reference |
|-------------|--------------------------|---------------------|-------------------|--|
| 6/10/2009 | Bob Sirkegian | VVC-Auto | \$4,000.00 | Teaching materials |
| 6/17/2009 | Bob Tinsley | VVC- Art | \$2,500.00 | 3 Film cameras, film, lenses & accessories |
| 6/18/2009 | Christina Caldwell | FR-Library | \$200.00 | 2 boxes of Poly Sci books |
| 6/28/2009 | Atlas Auto Salvage, INC. | VVC-Auto | \$2,800.00 | 14 Automatic transmissions (domestic/core) |
| | | Grand Total: | \$9,500.00 | |


4 Gift(s) listed

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

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

TOPIC: AMENDMENT – AGREEMENT FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES

SUBMITTED BY: John Sweet, Automotive

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an Amendment between Victor Valley Community College District and Foundation for California Community Colleges through August 31, 2010.

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

Need:

This Amendment is for use of college facilities in support of the BAR Smog Referee and Student Training Program.

Fiscal Impact: None to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an Amendment between Victor Valley Community College District and Foundation for California Community Colleges through August 31, 2010.

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: AGREEMENT – INDEPENDENT CONTRACTOR

SUBMITTED BY: Ed Heaberlin, Theatre

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 David Prince. The period of this agreement is from June 22, 2009, through August 16, 2009.

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

Need:

The Independent Contractor Agreement is to provide services as the orchestra director for the Willy Wonka musical and teach music to students for all 8 performances and rehearsals.

Fiscal Impact: Budgeted – \$1,300.00

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 David Prince. The period of this agreement is from June 22, 2009, through August 16, 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: Ed Heaberlin, Theatre

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 Patrick C. Summers. The period of this agreement is from June 22, 2009, through August 16, 2009.

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

Need:

The Independent Contractor Agreement will teach songs to the cast of Willy Wonka, play piano for dance rehearsals, and play the piano with the orchestra for performances.

Fiscal Impact: Budgeted – \$1,300.00

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 Patrick C. Summers. The period of this agreement is from June 22, 2009, through August 16, 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 – 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 MKH Electronics. The period of this agreement is from July 01, 2009, through July 23, 2010.

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

Need:

The Independent Contractor Agreement is to provide service and repair of ultrasound machines, combination ultrasound and stim machines, hydrocollators, and whirlpools in the Athletic Training room.

Fiscal Impact: Budgeted – \$2,000.00

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 MKH Electronics. The period of this agreement is from July 01, 2009, through July 23, 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: 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 Joseph Tate. The period of this agreement is from August 10, 2009, through May 31, 2010.

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

Need:

The Independent Contractor Agreement is to provide pre-participation medical screenings for athletics.

Fiscal Impact: Budgeted – \$4,875.00

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 Joseph Tate. The period of this agreement is from August 10, through May 31, 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: Pat Luther, Health Sciences & Public Safety

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 Luis Pena. The period of this agreement is from August 11, 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 to provide maintenance and repair of all weight room equipment as required by Victor Valley Community College District.

Fiscal Impact: Budgeted – \$7,400.00

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 Luis Pena. The period of this agreement is from August 11, 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 X **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AMENDMENT – GATLIN EDUCATION SERVICES AGREEMENT

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Christopher O’Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an Amendment for the Gatlin Education Services Agreement previously approved on February 13, 2008. The Amendment is effective September 10, 2009.

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

Need:

The purpose of this Amendment is to partner with Gatlin Education Service so that Victor Valley Community College District can offer online classes administered through their career programs.

Fiscal Impact: Approximately \$40,000.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an Amendment for the Gatlin Education Services Agreement previously approved on February 13, 2008. The Amendment is effective September 10, 2009.

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: AGREEMENT – H & L CHARTER CO., INC.

SUBMITTED BY: Elizabeth Duarte, Upward Bound Program

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 H & L Charter Co., Inc. The period of the agreement is from August 05, 2009, through August 08, 2009.

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

Need:

The agreement is to provide transportation service to partner high school students in the Upward Bound Program, Elizabeth Duarte, Upward Bound Coordinator and Short Term Summer Program Assistants, Armando Lopez, Marcos Reyes, Katelyn Contreas, Darlina McCain, and Tracy Aldis.

Fiscal Impact: Budgeted – \$4,708.00 – Grant Funds

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and H & L Charter Co., Inc. The period of the agreement is from August 05, 2009, through August 08, 2009.

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: RENEWAL AGREEMENT – JOHN J. STROH, MD

SUBMITTED BY: Pat Luther, Health Sciences & Public Safety

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve a renewal agreement between Victor Valley Community College District and John J. Stroh, MD to serve as the Medical Director for the Victor Valley Community College District Paramedic Academy Program. The period of this agreement is from July 01, 2009, through June 12, 2010.

The Medical Director of the Victor Valley Community College District Paramedic Program will fulfill the role of Medical Director described by CA Title 22, Section 100148 and will be responsible for maintaining the program in accordance with the current CoAEMSP (Committee on Accreditation of Emergency Medical Services Programs) standards.

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

Need:

The Medical Director oversees portions of the Paramedic Program as they relate in the hospital setting and act as a liaison. The Medical Director's authorized prescription number allows the Program to obtain medical supplies and equipment necessary for the functioning of the Program.

Fiscal Impact: Fiscal Year – 09/10 - \$5,000.00 Budgeted Annually

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve a renewal agreement between Victor Valley Community College District and John J. Stroh, MD to serve as the Medical Director for the Victor Valley Community College District Paramedic Academy Program. The period of this agreement is from July 01, 2009, through June 12, 2010.

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: 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 approve the Contract Education Service agreement listed below that is being offered in the Contract Education Department.

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

| | |
|------------|------------------------|
| Vendor: | Income to the District |
| Marta Shea | \$800.00 |
| Total: | \$800.00 |

Need:

The vendor will provide various workshops through Contract Education Services.

Fiscal Impact: \$800.00 Income to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve 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: 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 |
|-----------------------|------------------------|
| Cacun Restaurant | \$ 300.00 |
| El Pollo Loco | \$ 300.00 |
| Gobang Kok Restaurant | \$ 300.00 |
| Panda Express | \$ 300.00 |
| Total: | \$1,200.00 |

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: \$1,200.00 Income 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: RENEWAL AGREEMENT – SAMUEL SEPUYA, MD
SUBMITTED BY: Pat Luther, Health Sciences & Public Safety
RECOMMENDED BY: Christopher O'Hearn 
APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve a renewal agreement between Victor Valley Community College District and Samuel Sepuya, MD to serve as the Medical Director for the Victor Valley Community College District Respiratory Therapy Program. The period of this agreement is from August 27, 2009, through August 26, 2010.

The Medical Director of the Victor Valley Community College District Respiratory Therapy Program will fulfill the role of Medical Director described in the Guidebook of the Committee on Accreditation for Respiratory Care (COARC) and will be responsible for maintaining the program in accordance with current AMA standards.

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

Need:

The Medical Director oversees portions of the Respiratory Therapy Program as they relate in the hospital setting and acts as a liaison. The Medical Director's authorized prescription number allows the Program to obtain medical supplies and equipment necessary for the functioning of the Program.

Fiscal Impact: Fiscal Year – 09/10 - \$4,000.00 Budgeted Annually

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve a renew agreement between Victor Valley Community College District and Samuel Sepuya, MD to serve as the Medical Director for the Victor Valley Community College District Respiratory Therapy Program. The period of this agreement is from August 27, 2009, through August 26, 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: 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.

Cumore B. Denby
Spanish

EQUIVALENCY

Meets requirements under course work, Victor Valley equivalency policy. A master's degree in a discipline which is not specifically named on the Board of Governor's minimum qualification list for the particular discipline in question, but includes course work which clearly parallels and/or is closely related to the discipline which is specifically listed on the minimum qualifications list.

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: AGREEMENT – HESPERIA UNIFIED SCHOOL DISTRICT

SUBMITTED BY: GH Javaheripour, Administrative Services

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with Hesperia Unified School District to lease 5 classroom spaces at Hesperia High School to hold college courses at this site. This initiative will generate additional enrollment that will facilitate center status for the Westside Campus.

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

Need:

In preparation for certificated programs and degrees that will be offered at the Westside Campus.

Fiscal Impact: \$12,500.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Hesperia Unified School District in the amount of \$12,500.00

Legal Review YES X NOT APPLICABLE

Reference for Agenda: YES ___ NO ___

HESPERIA UNIFIED SCHOOL DISTRICT
15576 Main Street
Hesperia, 92345

CLASSROOM LEASE AGREEMENT

AGREEMENT NO. 1

THIS AGREEMENT, made and entered into this 24 day of August 2009, by and between Hesperia Unified School District, hereinafter called "**DISTRICT**", and the Victor Valley Community College District, hereinafter called "**COLLEGE**",

R E C I T A L S

WHEREAS, the **COLLEGE** desires to establish and maintain college classes in the **DISTRICT**; and

WHEREAS, the **DISTRICT** has classrooms available for the use of college classes; and

WHEREAS, it is mutually beneficial to the **DISTRICT** and **COLLEGE** for the **COLLEGE** to operate classes in those classrooms, and

NOW, THEREFORE, the **DISTRICT** and **COLLEGE** mutually agrees as follows:

1. Location of **DISTRICT'S** Classrooms

DISTRICT owns and will lease to the **COLLEGE** for the operation of college classes its classrooms at the following school site of the **DISTRICT**:

Hesperia High School 5 classrooms

2. Responsibilities of the **DISTRICT**

- a. **DISTRICT** agrees to make available to teachers and pupils of said classrooms necessary facilities, including but not limited to, restrooms, playgrounds, auditorium, storeroom, and office.
- b. **DISTRICT** agrees to provide necessary utilities, custodial service, and upkeep and maintenance of the classrooms and furniture consistent with other facilities of the school district.
- c. **DISTRICT** agrees to provide furniture and fixtures for the classrooms used by the **COLLEGE**.

3. Lease Fee and Payment Thereof

- a. **COLLEGE** agrees to pay the **DISTRICT** Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), adjusted by the 2009-10 state adopted COLA, per **COLLEGE** classroom.
- b. Payments shall be made as follows: One hundred percent (100%) of the annual amount due will be transferred on or about December 15, 2009.

4. Term of Agreement

- a. The term of this Agreement shall be from August 1, 2009 through and including, July 31, 2010.

5. Special Provisions

- a. The terms of this Agreement may be changed, or the Agreement may be canceled, upon mutual consent of the **DISTRICT** and the **COLLEGE**.
- b. **DISTRICT** and **COLLEGE** agree that no change will be made in the classrooms assigned to the **COLLEGE** during the term of this Agreement without the approval of the other party.

6. Insurance

- a. The **DISTRICT** agrees to carry appropriate insurance covering the classrooms that it owns, including but not limited to, fire and public liability insurance, during the term of this Agreement.
- b. The **COLLEGE** agrees to carry appropriate insurance covering the furnishings for the rooms that it is occupying, including but not limited to, fire and public liability insurance, during the term of this Agreement.

7. Mutual Hold Harmless

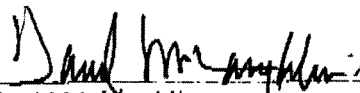
COLLEGE hereby agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless, the **DISTRICT**, its agents, employees, and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **COLLEGE** in the performance of this contract. It is understood that employees and any subcontractor of the **COLLEGE** in its performance under this contract are not agents or employees of the **DISTRICT**.

DISTRICT hereby agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless, the **COLLEGE**, its agents, employees, and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the **DISTRICT** in the performance of this contract. It is understood that employees and any subcontractor of the **DISTRICT** in its performance under this contract are not agents or employees of the **COLLEGE**.

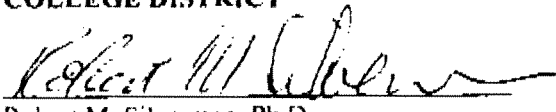
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

HESPERIA UNIFIED SCHOOL DISTRICT

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT



David McLaughlin
Assistant Superintendent, Business Services



Robert M. Silverman, Ph.D.
Superintendent/ President

Date: 8-31-09

Date: 8/27/09

Board Ratified


Board Ratified


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

SUBMITTED BY: DR. LORI KILDAL

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to adopt a resolution and accept the grant for the Child Development Services Grant Agreement CSPP-9454 with California Department of Education for the 2009-2010 fiscal year for the State Preschool Program.

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

Need: Signature on two copies of the original contract, resolution and drug free forms.

Fiscal Impact: \$252,191.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees adopt a resolution and accept the grant for the Child Development Services Grant Agreement CSPP-9454 with the California Department of Education for the 2009-2010 fiscal year for the State Preschool Program.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 09 - 10

DATE: July 01, 2009

CONTRACT NUMBER: CSPP-9454

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 36-6792-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

This contract is effective from July 01, 2009 through June 30, 2010. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$252,191.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

INSTRUCTION OFFICE

AUG 21 2009

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 7,335.4

RECEIVED

Minimum Days of Operation (MDO) Requirement 180

Exhibit A, Standard Provisions for State Contracts attached.


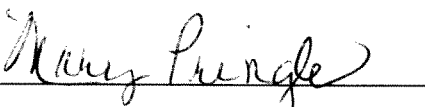
| | | | | | | |
|--|---|--|-----------------|--|--|--------------------------|
| STATE OF CALIFORNIA | | CONTRACTOR | | | | |
| BY (AUTHORIZED SIGNATURE) | | BY (AUTHORIZED SIGNATURE) | | | | |
| PRINTED NAME OF PERSON SIGNING Margie Burke, Manager | | PRINTED NAME AND TITLE OF PERSON SIGNING | | | | |
| TITLE Contracts, Purchasing & Conf Svcs | | ADDRESS | | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 252,191 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE General | | Department of General Services use only | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 | (OPTIONAL USE) 0656 23038-6792 | | | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 252,191 | ITEM 30.10.010. 6110-196-0001 | CHAPTER 1 | STATUTE 2009 | | | FISCAL YEAR 2009-2010 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6055 Rev-8590 | | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above | | T B A. NO | B R NO | | | |
| SIGNATURE OF ACCOUNTING OFFICER | | DATE | | | | |

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services 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/s CSP-9454 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. Christopher O'Hearn | Deputy Superintendent Executive Vice President |  |
| Mary Pringle | Director of Fiscal Services |  |

PASSED AND ADOPTED this 8th day of September 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)

Darfur Contracting Act Certification

Pursuant to Public Contract Code Section 10478, if a vendor currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, please insert your company name and Federal ID Number and complete **only one of the following** three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3).

| | |
|--|----------------------------------|
| Company/Vendor Name (Printed) Victor Valley Community College District | Federal ID Number 95 600 6576 |
| Printed Name and Title of Person Initialing (for Options 1 or 2) Dr. Robert Silverman, Superintendent/President | |

1. _____ We do not currently have, and have not had within the previous three
 initials years, business activities or other operations outside of the United States.

OR

2. _____ We are scrutinized company as defined in Public Contract Code
 initials Section 10476, but we have received written permission from the Department of General Services (DGS) to do business with the State of California pursuant to Public Contract Code Section 10477 (b). A copy of the written permission from DGS is attached.

OR

3. _____ We currently have, or we have had within the previous three years,
 initials + business activities or other operations outside of the United States, but
 certification we certify below that we are not a scrutinized company as defined in
 below Public Contract Code Section 10476.

Certification for #3.

I, the official named below, **certify under penalty of perjury** that I am duly authorized to legally bind the above referenced vendor to the clause listed above in #3. This certification is made under the laws of the State of California


| | |
|--|--|
| By (Authorized Signature) | |
| Printed Name of Title of Person Signing Dr. Robert Silverman, Superintendent/ President | |
| Date Executed September 9, 2009 | Executed in the County and State of San Bernardino County, CA |

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

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

TOPIC: GRANT AGREEMENT – CALIFORNIA COMMUNITY COLLEGES,
CHANCELLOR’S OFFICE

SUBMITTED BY: Pat Luther, Health Sciences & Public Safety

RECOMMENDED BY: Christopher O’Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to accept Grant Agreement #08-0106 between Victor Valley Community College District and the California Community Colleges Chancellor’s Office, which was approved by the Chancellor’s Office on August 10, 2009. The period of this Grant Agreement is from June 25, 2009, through December 31, 2010.

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

Need:

The purpose of this Grant Agreement will provide the Paramedic to Registered Nursing Project at Victor Valley Community College accelerated enrollment in the Associate Degree Nursing Program. It will increase the number of students projected to be enrolled in fall 2009. The Grant Agreement will also provide experienced paramedics with a career pathway into the nursing profession in needed and underserved areas.

Fiscal Impact: \$125,000.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees accept Grant Agreement #08-0106 between Victor Valley Community College District and the California Community Colleges Chancellor’s Office.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

**THIS FORM MAY BE REPLICATED
BUT UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

| | |
|--|--|
| BOG, California Community Colleges, Chancellor's Office Agency Code 6870 | District: <u>Victor Valley Community College</u> College: <u>Victor Valley College</u> RFA Specification Number: <u>08-0106</u> |
| Grant Agreement Economic and Workforce Development Unit Governor's 15% Workforce Investment Act Funds for Nursing Programs Medic, PM or IDC to RN Program | TO BE COMPLETED BY COCCC |
| | Grant Is Renewable: <u>yes</u> First Year Funded: <u>June, 2009</u> Maximum Period for which funding is available: <u>18 Months</u> Grant Agreement No: <u>08-106-04</u> Date: <u>6/25/09</u> Amount Encumbered: <u>\$125,000</u> |

This grant is made and entered into by and between the BOG, California Community Colleges, Chancellor's Office, and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of the RFA Specification; this Grant Agreement face sheet, the Grantee's application, with all required forms; and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 03/09 and II, Rev. 04/08), as set forth in the RFA Instructions. All of these items are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered."

The term of this grant shall be from June 25, 2009 to December 31, 2010. The Final Report must be submitted within 30 days of the grant end date.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

| STATE OF CALIFORNIA | | | | GRANTEE | |
|--|---------|---------|-------------|---|--------------------------|
| Item | Chapter | Statute | Fiscal Year | Grant Funds Requested: | Total |
| 6870-111-0001(5) | 268/269 | 2008 | 2008-09 | Total Leveraged Funds: | \$ 125,000 \$ 125,000 |
| Object of Expenditure (Code and Title) 3235-751-23523 (FY 2008-09: <u>\$125,000</u>) | | | | Project Director Patricia E. Luther, RN, Ed.D., Dean of Health Science & Public Safety | |
| Signature, Accounting Officer (or authorized Designee) April Lován-Martinez | | | | District (Grantee) Address: <u>Victor Valley College</u> 18422 Bear Valley Road Victorville, CA 92395-5850 | |
| Project Monitor <u>Vera Weise</u> | | | | <div align="center">INSTRUCTION OFFICE</div> <div align="center">AUG 20 2009</div> <div align="center">RECEIVED</div> | |
| Agency BOG, Chancellor's Office California Community Colleges 1102 Q Street Sacramento, CA 95811 | | | | | |
| Signature, Executive Vice Chancellor (or authorized Designee) Date <u>8/10/09</u> | | | | Signature, Chief Executive Officer (or authorized Designee) Date | |
| Printed Name of Person Signing Steven Bruckman | | | | Printed Name of Person Signing Robert M. Silverman, Ph.D. | |
| Title Executive Vice Chancellor | | | | Title Superintendent/President | |

**Addendum/Specifications No. 08-105 and 08-106 Governor's 15%
Workforce Investment Act Funds for Nursing Programs**

The district/college hereby agrees not to purchase any equipment that costs \$5,000 or more, as detailed in the Application Budget Detail and/or Supplemental Budget Information forms, until approval for that equipment expenditure(s) is obtained in writing from the State Employment Development Department or the Chancellor's Office, California Community Colleges.

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

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

TOPIC: **WIB – Wastewater Management Training Program**

SUBMITTED BY: Ginger Ontiveros, Victor Valley College Foundation

RECOMMENDED BY: Christopher O'Hearn,  ___

APPROVED BY: Robert Silverman, Superintendent  ___

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 Waster Water Management techniques.

Need:

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

Fiscal Impact: \$154,750 to the district

Recommended Action:

Approval of the attached agreement between Victor Valley Community College and the County of San Bernardino to implement contract education training in Waster Water Management.

Legal Review: YES ___ NOT APPLICABLE ___

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 | | Dept. | Contract Number | |
| <input type="checkbox"/> Change | VICTORV576 D | | SC | A | |
| <input type="checkbox"/> Cancel | | | JOB | | |
| County Department | | | Dept. | Orgn. | Contractor's License No. |
| Department of Workforce Development | | | SAC | JOB | N/A |
| County Department Contract Representative | | | Telephone | | Total Contract Amount |
| Sandra Harmsen - Director | | | (909)387-9862 | | |
| Contract Type | | | | | |
| <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 | | Contract Start Date | Contract End Date | Original Amount | Amendment Amount |
| 96130 | | Nov 2, 2009 | April 1, 2011 | \$ | \$ |
| Fund | Dept. | Organization | Appr. | Obj/Rev Source | GRC/PROJ/JOB No |
| SAC | JOB | ARAD | 300 | 3905 | |
| | | | | | Amount |
| | | | | | \$ 154,750 |
| 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 | | | Estimated Payment Total by Fiscal Year | | |
| | | | FY | Amount | I/D |
| Victor Valley Community | | | | | |
| College – Wastewater | | | 09-10 | \$154,750 | |
| Management Training Program | | | | | |

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 Community College
 Address
 18422 Bear Valley Road
 Victorville, CA 92395
 Telephone (760) 245-4271 Federal ID No. or Social Security No. 95-6006576

hereinafter called "the Contractor"

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the County desires the Contractor, an existing partner, to provide customized 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. DEFINITIONS3

II. CONTRACTOR SERVICE RESPONSIBILITIES3

III. CONTRACTOR GENERAL RESPONSIBILITIES.....3

IV. COUNTY RESPONSIBILITIES8

V. FISCAL PROVISIONS9

VI. RIGHT TO MONITOR AND AUDIT9

VII. CORRECTION OF PERFORMANCE DEFICIENCIES10

VIII. TERM11

IX. EARLY TERMINATION11

X. GENERAL PROVISIONS.....11

XI. CONCLUSION14

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

I. DEFINITIONS

- A. Department of Workforce Development (WDD) – The County of San Bernardino 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 San Bernardino County Workforce Investment Board oversees the programs offered through the Department.
- 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 the Workforce Investment Act (WIA) and Employment Services are administered to serve the residents of San Bernardino County.
- E. Wastewater Management - Process of removing contaminants from wastewater and household sewage, both runoff (effluents) and domestic. It includes physical, chemical, and biological processes to remove physical, chemical and biological contaminants. Its objective is to produce a waste stream (or treated effluent) and a solid waste or sludge suitable for discharge or reuse back into the environment.

II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. The Contractor shall provide classroom space, qualified instructor(s), course curriculum and hands on training for selected WIA customers for careers in wastewater management. 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. Each of the two (2) courses shall not commence without one hundred percent (100%) enrollment, twenty-five students (25) per course, 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. Each course, as detailed in Exhibit "A" incorporated herein, will consist of a minimum of two hundred forty-nine (249) hours of classroom instruction and a minimum of fifty-one (51) hours of lab 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 10th 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 provided by WDD (Exhibit "C") and submit the form as part of the monthly update due by the 10th day of each month. The Contractor shall report only new employments for each month.

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, 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 (\$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 (\$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 and Supportive Services to all WIA enrolled customers.
- E. WDD shall provide the Contractor a contact person to facilitate all needs related to program success.
- F. WDD shall provide an assessment for each customer prior to enrollment into the course.

V. FISCAL PROVISIONS

- A. The maximum amount payable under this Contract shall not exceed one hundred fifty-four thousand seven hundred fifty dollars (\$154,750). The maximum amount payable for each course 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 each course for fifty percent (50%) of the course and shall include a class roster. The Contractor will then invoice the County within forty five (45) days of completion of each class for the remaining fifty percent (50%) of the class. 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
Attn: Contract and Finance Unit
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

- 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.

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 (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 November 2, 2009 through April 1, 2011 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 County Administrator – 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 Community College

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 (DOL) 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 a 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 in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- K. 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 25 percent; 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.
- L. 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.

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

Victor Valley Community College
(Print or type name of corporation, company, contractor, etc.)

► _____
 Laurie Rozko, Director Purchasing Department

By ► _____
(Authorized signature - sign in blue ink)

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

Name Dr. Robert Silverman
 Title Superintendent/Principal
(Print or Type)

Dated: _____

Address: 18422 Bear Valley Road
Victorville, CA 92395

| | | |
|----------------------------------|--|---------------------------------------|
| Approved as to Legal Form | Reviewed by Contract Compliance | Presented to Purchasing for Signature |
| ► _____ Deputy County Counsel | ► _____ Janice Lindsay, Deputy Director | ► _____ Sandra Harmsen, Director |
| Date _____ | Date _____ | 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: RESOLUTION #09-09-TEMPORARY BORROWING BETWEEN FUNDS

SUBMITTED BY: Mary Pringle, Director of Fiscal Services

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to have the Board of Trustees approve a resolution that would authorize temporary inter-fund borrowing between specific funds during Fiscal Year 2009-10.

In the past, the San Bernardino County Treasurer has allowed school district payrolls to be paid, regardless of the district's cash balances. This will no longer be the case unless districts have an approved resolution in place that will allow payroll warrants to be drawn against a specific fund, even if that fund's cash balances are insufficient, as long as the aggregate cash balances in the district's funds are sufficient to cover the expense.

In exchange for this allowance, the District will have to adopt an annual resolution to authorize temporary inter-fund borrowing between specific funds.

Need:

Allows payrolls to be released in the event funding has not been received by the state or federal organization for a specific fund.

Fiscal Impact: None

Recommended Action:

It is recommended the Board of Trustees approve the resolution to authorize temporary borrowing between funds for the 2009-2010 fiscal year.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO: 09-09

RESOLUTION TO AUTHORIZE TEMPORARY BORROWING BETWEEN FUNDS OF THE SCHOOL DISTRICT

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, the San Bernardino County Treasurer does not have authority to honor warrants drawn on school district funds with insufficient cash balances in the absence of an approved borrowing arrangement with the district; and

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, actual interfund transfers shall be accounted for as temporary loans between funds and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that:

1. The Governing Board of the Victor Valley Community College District hereby authorizes, for fiscal year 2009-2010, temporary transfers between the following funds and authorizes the San Bernardino County Treasurer to honor warrants drawn on those funds, regardless of their cash balances, provided the aggregate cash balance of all those funds is positive:

ALL FUNDS

2. The Governing Board of the Victor Valley Community College District hereby authorizes the Superintendent or his designee to approve any actual interfund transfers processed between the above-mentioned funds and requires that any actual transfer of funds pursuant to this resolution be ratified by the Board as soon as practicable.

PASSED AND ADOPTED by the Governing Board on September 8, 2009, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

) ss

COUNTY OF SAN BERNARDINO)

I, _____, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this _____ day of _____,
20____.

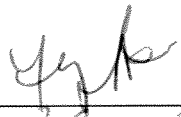
Clerk/Secretary of the Governing Board

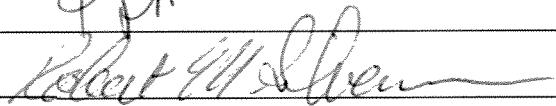
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: PUBLIC HEARING FOR AFT-PTFU INITIAL NEGOTIATIONS
PROPOSAL TO DISTRICT

SUBMITTED BY: AFT-PTFU

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

The AFT-PTFU requests that the Board of Trustees conduct a public hearing to provide the opportunity for comments on its initial proposal to the district as listed on the attached sheet:

1. The board president declares the hearing open
2. The public may comment on the initial proposal
3. The board president declares the hearing closed

Need:

The AFT-PTFU wishes to sunshine the articles listed on the attached sheet per Article 19 of the AFT-PTFU contract.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees hold a public hearing as noted above.

Legal Review: YES ___ NOT APPLICABLE **X**

Reference for Agenda: YES **X** NO ___



VVC PART-TIMERS Local 6286

Bargaining proposals from AFT Part-Time Faculty United,

Successor Agreement

We intend to open the following articles for negotiations. We request that these proposals be sunshined at the July, 2009 Board Meeting. Our proposals will include but not be limited to:

Article IV Union Rights

Bulletin Board space

Article VI Evaluation

Timelines for once a week courses

Article VIII Leaves

Inclusion of domestic partners in certain leave provisions

Impact of leave of absence on sick leave

Article IX Workload

Eliminate disadvantage for part-time faculty in minimum class size

Article XI Working Conditions

Security and safety during hours of evening classes, adequate parking

Article XIII Faculty Assignments

Clarification of which courses will include evaluation and observation

Priority for full-time hire

Article XIV Intellectual Property

Provisions for curriculum design

Article XIX Reopening Negotiations

Make current


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

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

TOPIC: DISTRICT INITIAL NEGOTIATIONS PROPOSAL TO AFT-PTFU

SUBMITTED BY: Lori Kildal

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to sunshine the articles listed on the attached sheet per Article 19 of the AFT-PTFU contract.

A public hearing will be held at the next board meeting in October to receive comments.

Need:

The district wishes to sunshine the articles listed per Article 19 of the AFT-PTFU contract.

Fiscal Impact: None

Recommended Action:

It is recommended that the board take the appropriate action noted above.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

District Sunshine Items
For AFT Contract

Article 4: Union Rights: Bulletin boards, mail room, employee data, regular meetings, hours of compensation

Article 9, Workload: Enrollment in online classes and delivery of instruction

Article 10, Benefits

Article 11, Working Conditions: Mailboxes, travel

Article 12, Compensation: Compensation COLA and reopeners

Article 13, Faculty assignments: Faculty assignments, eligibility for full-time faculty positions

Article 19, Reopening negotiations