



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

Date: July 8, 2008

Place: Board Room, Victor Valley College
18422 Bear Valley Road, Victorville, CA 92395

AGENDA

This meeting will be electronically recorded

CALL TO ORDER

5:45 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

1. CLOSED SESSION

a) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Government Code Section 54956(a)

(1) Boenheim v. VVCCD, EEOC Charge No. 480-2008-02688

(2) Tortorici v. VVCCD, EEOC Charge No. 480-2008-02989

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

2. RECONVENE TO OPEN SESSION (Business Meeting)

6:00 p.m.

3. Closed Session Report

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)

BOARD OF TRUSTEES: Dennis Henderson, Donald Nelson, Joe Range, Bettye Underhill, Angela Valles, ASB Member

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 May 28, 2008 special Board meeting and June 10, 2008 regular Board meeting
- 5.2 Out-of-State Travel – Student Travel Biology Department
Approval of the out-of-state student travel to the Big Island of Hawaii to attend the Biology 98/250 field trip from July 11, 2008 through July 23, 2008. Fiscal Impact: None
- 5.3 Agreement – Dr. Bonavita Quinto-MacCallum
Ratification of the agreement between Victor Valley Community College District and Dr. Bonavita Quinto-MacCallum. The period of this agreement is July 10, 2008 – December 13, 2008. Fiscal Impact: Title V Independent Grant budgeted item not to exceed \$4,800.00.
- 5.4 Curriculum Changes
Approval of the curriculum changes that have been recommended by the College Curriculum Committee. Fiscal Impact: None
- 5.5 Agreements - Myrna Foster, David Pike, Marsha Switzer, and Leticia Topete
Ratification of the agreements between Victor Valley Community College District and Myrna Foster, David Pike, Marsha Switzer, and Leticia Topete to provide guest lecturer services to Upward Bound and Upward Bound Math & Science participants during the 2008 Summer Academy. The period of this agreement is from June 16, 2008 through July 23, 2008. Fiscal Impact: Upward Bound Grants budgeted items not to exceed \$6,000.00.
- 5.6 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. The period of the agreement is July 1, 2008 through July 1, 2009. Fiscal Impact: None
- 5.7 Sabbatical Leave Report – Pamela J. MacKay, Biology Department
Approval of the Sabbatical Leave Report submitted by Pamela J. MacKay for spring 2008.
- 5.8 Contract Education Services – Such A Voice
Ratification of the agreement between Victor Valley Community College District and Such a Voice to each participants how to market one's self around the competition and turn voice-overs into a thriving full or part-time business. The period of this agreement is for October 28, 2008. Fiscal Impact: \$350.00 to the District.

- 5.9 Contract Education Services – Crunch Time Consultant Services (C.T.C.S.)
Approval of the agreement between Victor Valley Community College District and Crunch Time Consultant Services (C.T.C.S.) to provide career planning in law enforcement. The period of this agreement is for November 8, 2008. Fiscal Impact: \$1,100.00 to the District.
- 5.10 Contract Education Services – Learn CPR 4 LIFE
Ratification of the agreement between Victor Valley Community College District and Learn CPR 4 LIFE to provide CPR and first aid workshops. The period of this agreement is July 1, 2008 through December 13, 2008. Fiscal Impact: \$9,000.00 to the District.
- 5.11 Contract Education Services – El-Pescador Mexican Restaurant
Ratification of the agreement between Victor Valley Community College District and El-Pescador Mexican Restaurant to obtain a food handlers certification card. The period of this agreement is May 15, 2008 through May 15, 2009. Fiscal Impact: \$300.00 to the District.
- 5.12 Contract Education Services – Archangel
Approval of the agreement between Victor Valley Community College District and Archangel for retirement planning. The period of this agreement is September 27, 2008 through October 7, 2008. Fiscal Impact: \$2,000.00 to the District.
- 5.13 Contract Education Services – BooksAmerica
Ratification of the agreement between Victor Valley Community College District and BooksAmerica. The period of this agreement is for June 14, 2008. Fiscal Impact: \$900.00 to the District.
- 5.14 Contract Education Services – Roger Burgraff, Ph.D.
Approval of the agreement between Victor Valley Community College District and Roger Burgraff, Ph.D. The period of this agreement is for September 27, 2008. Fiscal Impact: \$1,000.00 to the District.
- 5.15 Agreement – Independent Contractor
Ratification of an Independent Contract Agreement between Non-Profit Services and between Victor Valley Community College District to provide resource development, grant writing, and program reporting to the Associate Degree in Nursing (ADN) Program at Victor Valley Community College. Fiscal Impact: Funded by the Enrollment Growth and Retention Grant, not to exceed \$57,600.00.
- 5.16 Agreement – Business Security Solutions, Inc.
Ratification of the agreement with Business Security Solutions to purchase 1100 additional user subscriptions to Websense Security Suite. Fiscal Impact: \$7,696.98, budgeted item.
- 5.17 Agreement Renewal – iAnywhere Solutions, Inc.
Ratification of the agreement with iAnywhere Solutions, Inc. to provide support for the SQL Anywhere software program. Fiscal Impact: \$600.00, budgeted item.
- 5.18 Agreement – Novacoast – Storage Area Network (SAN)
Ratification of the agreement with Novacoast for the purchase and installation of an additional Storage Area Network (SAN). Fiscal Impact: \$37,001.00, budgeted item.

- 5.19 Agreement Renewal – Tier Technologies, Inc.
Ratification of the agreement with Tier Technologies to provide support for the Tier software program which is used for the online student registration system. Fiscal Impact: \$7,272.00, budgeted item.
- 5.20 Board of Trustees Budget Transfer Request Report
Approval of Trustees budget transfers. Fiscal Impact: None
- 5.21 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.22 Increase Contract Amount – Brickley Environmental
Ratification of the agreement with Brickley Environmental for additional work to remove asbestos containing tiles in the Auxiliary Gymnasium. Fiscal Impact: \$1,160.00 – Fund 71 expenditure. (This project is partially State funded and a portion of this may be reimbursable through the State. Any portion that is not reimbursable has been previously budgeted).
- 5.23 Agreement – Gale/Jordan Associates, Inc.
Ratification of the agreement with Gale/Jordan Associates, Inc. for additional work to monitor the process of the additional removal of asbestos containing tiles in the Auxiliary Gymnasium. Fiscal Impact: \$758.00 – Fund 71 expenditure. (This project is partially State funded and a portion of this may be reimbursable through the State. Any portion that is not reimbursable has been previously budgeted).
- 5.24 Agreement – Journal Communications
Ratification of the agreement with Journal Communications for multi-media marketing. Fiscal Impact: \$630.00
- 5.25 Agreement – Idearc Media
Ratification of the agreement with Idearc Media for phone listing and advertising in the yellow and white pages of the Verizon phone directory. Fiscal Impact: \$1,380.40 per month for a total of \$16,564.80 from the Public Information Office advertising budget.
- 5.26 Outside Contractor Fees
Approval of the outside contractor fee for legal fees. Fiscal Impact: \$415.90
- 5.27 Claims Administration Services Agreement
Approval of the agreement with Keenan & Associates for Claims Administration Services for the 2008-2009 fiscal year. Annual minimum fee: \$4,000.00 – Annual Maximum Fee: \$14,000.00.
- 5.28 New Classified Position and Job Description – Lead Systems Programmer/Analyst
Approval of the new classified position and placement on the classified salary schedule. Fiscal Impact: \$5,515/month plus benefits.
- 5.29 Agreement – Community College Search Services
Approval of the agreement with Community College Search Services to employ an Interim Deputy Superintendent/Executive Vice President. Fiscal Impact: \$1547.00/month.
- 5.30 New Classified Position and Job Description – Curriculum & Scheduling Coordinator
Approval of the new job description and placement on the classified salary schedule. Fiscal Impact: \$4310.00/month plus benefits.

- 5.31 New Management Job Description – Executive Dean, Technology & Information Systems
Approval of the new job description for the Executive Dean, Technology & Information Systems. Fiscal Impact: None
- 5.32 Agreement - Learn CPR 4 LIFE
Ratification of the agreement between Victor Valley Community College District and Learn CPR 4 LIFE to provide CPR and first aid training. The period of this agreement is for June 11, 2008. Fiscal Impact: Upward Bound Grant and Upward Bound Math & Science Grant budgeted items not to exceed \$900.00.
- 5.33 Revised Management Position and Job Description – Deputy Superintendent/Executive Vice President
Approval to update the management position and job description for the Deputy Superintendent/Executive Vice President. Fiscal Impact: None
- 5.34 Deletion of Management Position – Coordinator, Curriculum & Scheduling
Approval to delete the management position of Coordinator, Curriculum & Scheduling, effective July 1, 2008. Fiscal Impact: Savings of \$342 to \$438 per month for the Coordinator, Curriculum & Scheduling position.
- 5.35 Independent Contractor Agreement - Norman A. Traub Associates Investigation Services
Authorization of the agreement between Victor Valley Community College District and Norman A. Traub Associates Investigation Services to conduct an investigation regarding complaints filed. The period of this agreement is from July 8, 2008 through completion of investigation. Fiscal impact: \$130.00 per hour plus expenses.

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda.

8. INSTRUCTION

- 8.1 Course Sequencing Plan – San Bernardino County Superintendent of Schools Regional Occupational Programs YES ___ NO ___

Approval to accept a course sequencing plan between the San Bernardino County Superintendent of Schools Regional Occupational Programs and Victor Valley Community College District. The course sequencing plan is from June 30, 2009 through June 30, 2013.
Fiscal Impact: None

- 8.2 Adopt a Resolution – Grant Agreement – Child Development Services CPRE – 8296 YES ___ NO ___

Adopt a resolution for the Child Development Services Grant Agreement – CPRE-8296 with the California Department of Education for the 2008-2009 fiscal year for the State Preschool Program. Fiscal Impact: \$250,074.00 to the District.

10. ADMINISTRATIVE SERVICES

- 10.1 Foundation Donations YES ___ NO ___

Acceptance of donations as college property from the Victor Valley District Foundation for a total of \$109,380.27. Fiscal Impact: N/A

11. HUMAN RESOURCES

- 11.1 Foundation Employment Agreements YES ___ NO ___
Approval of the agreements with the Foundation for the employment of the Foundation's Executive and Executive Financial Assistant. Fiscal Impact: No fiscal impact to the district; funds are reimbursed by the Foundation.
- 11.2 Management Appointment – Christopher Cole O'Hearn, Interim Deputy Superintendent/Executive Vice President YES ___ NO ___
Approval of the management appointment for the Interim Deputy Superintendent/Executive Vice President.
Fiscal Impact: \$15,471.00/month plus benefits.
- 11.3 Management Appointment – Patricia Luther, Dean of Health Sciences and Public Safety. YES ___ NO ___
Approval of the management appointment for the Dean of Health Sciences and Public Safety. Fiscal impact: Range 20 on the Management Salary Schedule, \$9,479.00/month plus benefits.
- 11.4 Management, Interim Appointment – Jeffrey Holmes, Dean of Instruction, Vocational Education. YES ___ NO ___
Approval of the management appointment for the Interim Dean of Instruction, Vocational Education. Fiscal impact: Range 20 on the Management Salary Schedule, \$10,456.00/month plus benefits.

12. INFORMATION/DISCUSSION

- 12.1 Emeritus Status
Submitted as an informational item.
- 12.2 Monthly Financial Reports
Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

- 13.1 Foundation
- 13.2 Employee Groups
- a) CTA
 - b) CSEA
 - c) 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 SPECIAL MEETING OF THE BOARD OF TRUSTEES MINUTES

Date: May 28, 2008

Place: Board Room, Victor Valley College
18422 Bear Valley Road, Victorville, CA 92395

CALL TO ORDER

6 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on May 28, 2008 in the Board Room of the Administration building. Mr. Nelson, Board President called the meeting to order at 6:06 p.m.

TRUSTEE ROLL CALL: Present: Donald Nelson, Board President; Angela Valles, Vice President; Dennis Henderson, Clerk; Joe Range, Trustee; Bettye Underhill, Trustee

Absent: Heena Mehra

MANAGEMENT PRESENT: Dr. Robert Silverman, Superintendent/President, Marianne Tortorici, Deputy Superintendent/Executive Vice President, Instruction; Marion Boenheim, Vice President Human Resources and Annette McComas (Recorder)

PLEDGE OF ALLEGIANCE

Sheri Nolan-Foster led the Pledge of Allegiance to the Flag.

PRESIDENT, BOARD OF TRUSTEE COMMENTS

Mr. Nelson announced that according to Board Policy #2745 (Board Self-Evaluation) the board is committed to assessing its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning. A committee of the Board consisting of myself and recently appointed, Dr. Bettye Underhill, has been established to determine the process of the evaluation.

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

Mr. Nelson, Board President, announced the Closed Session item was cancelled and that the workshop would begin immediately.

1. CLOSED SESSION

- a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION--Government Code section 54957
Superintendent/President (Board Policy #2435)

PUBLIC COMMENTS ON AGENDA ITEMS: None

BOARD OF TRUSTEES: Dennis Henderson, Donald Nelson, Joe Range, Bettye Underhill, Angela Valles, ASB Member

2. ACTION AGENDA

11. HUMAN RESOURCES

11.1 CTA Agreement, Article 9, Second Reading

Mr. Nelson, Board President declared the hearing open. Mr. Smith and Mr. Range commented on Article 9 of the CTA agreement. Following the comments, The Board president declared the meeting closed.

It was MSC Henderson/Valles, 5-0) to ratify the MOU with the faculty on Article 9, Benefits.

11.2 CSEA Agreement, Article 9, Second Reading

Mr. Nelson, Board President declared the hearing open. Mr. Range commented on Article 9 of the CSEA agreement. Following the comment, The Board president declared the meeting closed.

It was MSC (Henderson/Underhill, 5-0) to ratify the MOU with the CSEA on Article 9, Benefits.

2. BUDGET WORKSHOP

Dr. Silverman reported that the workshop is dedicated to a complete discussion on the proposed directions of the budget development. Administration has the obligation to present a tentative balanced budget in June. The purpose of the workshop is to provide an update of where we are and to obtain the advice and direction from the board on where they want the college to go and how to get there.

Mary Pringle provided an overview of options and to receive direction from the board. Topics included enrollment, revenues, expenditures, savings and shortfalls.

Virginia Moran reported on the enrollment targets for the current and following year.

Mary Pringle provided an overview of the revenues and advised the board that the two-year budget plan is based on the May revise. The proposed budget assumptions that were proposed by the college administration were reviewed. A review of the 2007/08 expenditures were reviewed and included salaries, benefits, supplies, services, operations, capital outlay and debt service.

A review of the 2007-08 expenditures showed the academic classified salaries and the employee benefits constituted 81.3 of this year's budget with the state average at 82%. Other expenditures included supplies, services and operations, capital outlay, and debit service. Based on the current year the district will have spent \$1.9M more than it received. As a result of this overage, possible savings strategies for 2007-2008 and 2008-09 were presented and included a modified hiring freeze, early retirement incentive, revenue increase for facility rental, one time reductions, the possibility of suspending the winter term, a reduction in athletic programs, and instructional efficiencies.

Break: 7:20 p.m.
Reconvene: 7:28 p.m.

Options for the board to consider to balance the budget were to take \$2.3M from the Guaranteed Investment Contract (GIC), further staff reductions, look to faculty/staff for adjustments to their contracts, any combination listed, or any other options that have not been considered.

There must be a plan in place to minimize the use of the GIC. We cannot continue to spend more than we are bringing in. The district must maintain a minimum of 5% reserve with a recommendation of increasing that amount. It is important to minimally protect the FTES base next year and optimally, research the growth gap which is 1.67% as of May revise.

Dr. Silverman summarized the guidance provided by the Board of Trustees as follows:

to balance the budget for the June meeting using \$2.3M from the GIC to balance the tentative budget for the June meeting, and when returning in September to approve the final budget, the GIC transfer should be no more than \$1.5M to balance the budget. Any shortfall should be made up during the summer by utilizing additional saving strategies as well as any increased revenues.

3. Adjournment

It was MSC (Range/Underhill, 5-0) to adjourn the meeting at 7:58 p.m. The motion carried unanimously.

Dennis Henderson, Clerk

Date Approved



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

Date: June 10, 2008

Place: Board Room, Victor Valley College
18422 Bear Valley Road, Victorville, CA 92395

CALL TO ORDER

5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on June 10, 2008 in the Board Room of the Administration building. Mr. Nelson, Board President called the meeting to order at 5:03 p.m.

TRUSTEE ROLL CALL: Present: Donald Nelson, Board President; Joe Range, Trustee, Dennis Henderson, Clerk

Absent: Bettye Underhill, Angela Valles, Heena Mehra

MANAGEMENT PRESENT: Dr. Robert Silverman, Superintendent/President, Marianne Tortorici, Deputy Superintendent/Executive Vice President, Instruction; and Annette McComas (Recorder)

PLEDGE OF ALLEGIANCE

Bill Greulich led the Pledge of Allegiance to the Flag.

Angela Valles, Vice President arrived at 5:04 p.m.

Bettye Underhill, Trustee arrived at 5:20 p.m.

Heena Mehra, Student Trustee arrived at 6 p.m.

Mr. Nelson announced that item # 10.6 back-up documents has been updated to reflect changes that were made and presented at the Budget Workshop May 28, 2008. Copies are available on reference table and Item #11.3 has been moved before the approval of the consent agenda.

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

1. CLOSED SESSION

- a) CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)

Gloria G. Henderson v. Victor Valley Community College - Board of Trustees; Nick Halisky; Bettye Underhill, Case No. VCVVS 030263

- b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION--Government Code section 54957
Superintendent/President (Board Policy #2435)

PUBLIC COMMENTS ON CLOSED SESSION ITEMS: None

At 5:07 p.m. Board President, Mr. Nelson recessed to Closed Session.

2. RECONVENE TO OPEN SESSION (Business Meeting)

6 p.m.

At 6:07 p.m., Mr. Nelson reconvened the meeting in open session.

3. Closed Session Report

Mr. Nelson, Board President, announced that the evaluation process for Dr. Silverman was approved.

Joe Range arrived at 6:08 p.m.

Dennis Henderson arrived at 6:09 p.m.

4. SUPERINTENDENT/PRESIDENT'S REPORT

• **Faculty Senate**

On behalf of the representatives of the Faculty Senate, Dr. Silverman presented an update on the SLOs. The goal was to have all SLOs completed by June 6, 2008. Currently, the best estimate is that 79% of all the courses are done or are in progress which leaves 21% undone and not started. We will continue to do our best with work still being done during the summer. Once the SLO is set, you have to assess the progress on the SLOs. Accreditation is not going to be happy until both of these processes are complete. The SLOs that are totally approved would be 335 with 1236 in process. We had seven recommendations from the accrediting team, four were solved, two were not related to the SLOs and the third recommendation addresses the SLOs.

Dr. Silverman announced that in anticipation of a possible bond proposal recommendation that would create an Eastside Center, Westside Center, to do additional work on this campus, and the retirement of the COP, he has asked various individuals to assist in providing information on some of the aspects being discussed and where we are going. All of these recommendations are consistent with the Educational Master Plan and they would be consistent with all of our survey information which indicates this would meet the needs for the community. Public safety, Allied Health, etc., will be to be addressed in the Centers outside of the main campus.

Shaun Blaylock provided information on a possible Westside Center and Art Bishop presented information on a possible partnership for an eastside campus regional training center.

Following the presentations, the Board of Trustees directed Dr. Silverman to move forward with the bond and to bring information forward at the July meeting.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: David Chip and Margaret Kagy

11.3 Management, Interim Appointment, Deputy Superintendent/Executive Vice President, Instruction

It was MSC (Range/Underhill, 5-0) to approve the appointment of Allan Kurki for the position interim Deputy Superintendent/President, Executive Vice President, Instruction, effective June 11, 2008 through June 30, 2009. Fiscal Impact: Budgeted

5. CONSENT AGENDA

It was MSC (Underhill/Nelson, 5-0) to approve the consent items in one motion with items 5.24 and 5.26 pulled for separate discussion

5.1 Approval of the minutes of the May 13, 2008 regular Board meeting

5.2 Revised – Child Development Parent Handbook

Approval of the Child Development Center Parent Handbook to include updates and revisions throughout the handbook. Fiscal Impact: None

5.3 Contract Education Services – Maricos Las Plebes

Ratification of the agreement between Victor Valley Community College District and Maricos Las Plebes to obtain a food handlers certification card. The period of this agreement is from May 9, 2008 through May 9, 2009. Fiscal Impact: \$90.00 to the District.

5.4 Contract Education Services – Albertos Mexican Food

Ratification of the agreement between Victor Valley Community College District and Albertos Mexican Food to obtain a food handlers certification card. The period of this agreement is from April 17, 2008 through April 17, 2009. Fiscal Impact: \$300.00 to the District.

5.5 Contract Education Services – Terry Rowen

Ratification of the agreement between Victor Valley Community College District and Terry Rowen to provide classes on medical insurance billing. The period of this agreement is from July 1, 2008 through December 31, 2008. Fiscal Impact: \$12,000.00 to the District.

5.6 Contract Education Services – Coast Traffic School

Ratification of the agreement between Victor Valley Community College District and Coast Traffic School to provide court referral students a course on concepts of traffic safety. The period of this agreement is from June 14, 2008 through December 13, 2008. Fiscal Impact: \$4,000.00 to the District.

5.7 Contract Education Services – Voices For All

Approval of the agreement between Victor Valley Community College District and Voices for All to provide an introduction course on becoming a professional voiceover artist. The period of this agreement is from August 25, 2008 through December 13, 2008. Fiscal Impact: \$600.00 to the District.

- 5.8 Contract Education Services – Cardenas Mexican Market
Ratification of the agreement between Victor Valley Community College District and Los Domingos Restaurant to obtain a food handlers certification card from April 29, 2008 through April 28, 2009. Fiscal Impact: \$300.00 to the District.
- 5.9 Contract Education Services – Notary Public Seminars
Approval of the agreement between Victor Valley Community College District and Notary Public Seminars for a Notary Public workshop, Certified Loan Signing Agent workshop, and Child Visitation Monitor workshop from July 1, 2008 through December 12, 2008. Fiscal Impact: \$8,000.00 to the District.
- 5.10 Agreement – Independent Contractor
Ratification of the independent contractor agreement between Victor Valley Community College District and Susan Quattrociocchi to provide presentations to middle school and Upwardbound students in career exploration April 26, 2008. Fiscal Impact: VTEA Fund, not to exceed \$3,500.00 including all related expenses.
- 5.11 Agreement – Medical Director for the Paramedic Academy
Ratification of an agreement between Dr. Stroh to serve as the Medical Director for the Victor Valley Community College District Paramedic Program from May 1, 2008 through June 30, 2009. May 1, 2008 through August 26, 2008 is an emergency appointment because the previous Medical Director, Dr. Roger Toop unexpectedly passed away. Fiscal Impact: Fiscal Year – 07/08 - \$1,500.00 Emergency Appointment – Budgeted
Fiscal Year 08/09 - \$5,000.00 budgeted annually
- 5.12 Agreement – Adele Turner McClain
Ratification of the independent contractor agreement between Victor Valley Community College District and Adele Turner McClain to provide high school site coordinator for the Bridge Program. Dates of service: June 2-June 10, 2008 Fiscal Impact: Title V Co-operative Grant, budgeted item not to exceed \$1,200.00.
- 5.13 Amendment to Previous Action: Change Order – Champion Electric – Speech/Drama Addition
Approval of the amendment to the change order with Champion Electric in the amount of \$4,000.00. Fiscal Impact: \$4,000.00 – budgeted item.
- 5.14 Amendment to Previous Action: Change Order – Dan Worley Plumbing – Speech/Drama Addition
Approval of the amendment to the change order with Dan Worley Plumbing in the amount of \$8,354.03. Fiscal Impact: \$8,354.03 – budgeted item.
- 5.15 Amendment to Previous Action: Change Order – Daart Engineering – Speech/Drama Addition
Approval of the amendment to the change order with Daart Engineering in the amount of \$509.32. Fiscal Impact: \$509.32 - budgeted item.
- 5.16 Notice of Completion – Speech/Drama Addition
Approval of the Notice of Completion for the Speech/Drama addition project. Fiscal Impact: None

- 5.17 Notices of Completion – Spencer/Hoskins Associates
Approval of the Notice of Completion for the Spencer/Hoskins Associates, the architects for the Advanced Technology Center and Speech/Drama Addition projects. Fiscal Impact: None
- 5.18 Notices of Completion – Cal K-12 Construction Management
Approval of the Notice of Completion Cal K-12, for the Advanced Technology Center and Speech/Drama Addition projects. Fiscal Impact: None
- 5.19 Agreement – Frick, Frick & Jette
Ratification of the agreement with Frick, Frick, and Jette to provide architectural services for preliminary planning of a One-Stop/Welcome Center. Fiscal Impact: \$10,590.00 – Fund 71.
- 5.20 Agreement – Galaxy Moving Company, LLC
Ratification of the agreement with Galaxy Moving Company, LLC to move the football lockers, office furniture and other various items stored in the Auxiliary Gymnasium to prepare it for demolition. Fiscal Impact: \$4,080.00 – Fund 71.
- 5.21 Agreement – Independent Contractor - Tayari Kuanda
Ratification of Independent Contractor Agreement with Tayari Kuanda to assist in the development and implementation of curriculum for the Career Pathways for 7th and 8th grade career development. Fiscal Impact: Career Pathways Grant, budgeted item, not to exceed \$1,500.00
- 5.22 Agreements – Independent Contractor – Robert Hampton
Ratification of the agreement with Robert Hampton to provide a motivational presentation to Upward Bound Participants during their orientation. Fiscal Impact: Upward Bound Program, budgeted item, not to exceed \$150.00.
- 5.23 Deletion of Management Positions
Approval to delete the positions of Coordinator, Administrative Services and Director of Computer Info Resources, effective July 1, 2008. Fiscal Impact: Savings of \$4,652 to \$5,938 per month for the Coordinator of Administrative Services.
- 5.24 **PULLED FOR SEPARATE DISCUSSION - TABLED - New Classified Position and Job Description – Lead Systems Programmer/Analyst**
Approval of the new job description and placement on the classified salary schedule. Fiscal Impact: \$5515/month
- 5.25 New Board Policy #3505, Campus Disaster Preparedness and Safety/Emergency Plan – Second Reading
Adoption of the Board Policy #3505 Campus Disaster Preparedness and Safety/Emergency Plan. Fiscal Impact: None
- 5.26 **PULLED FOR SEPARATE DISCUSSION - New Board Policy #3570 – District Smoking Policy – Second Reading**
Adoption of the Board Policy #3570, District Smoking Policy. Fiscal Impact: None
- 5.27 Ratification of Academic Equivalency Requests – Child Development
Ratification of the academic equivalency request for Heidi Street, Child Development
Fiscal Impact: None

- 5.28 Board of Trustees Payments Report
Approval of Board of Trustees Payments Report. Fiscal Impact: None
- 5.29 Designation of Newspaper for 2008-09 District Budget Public Hearing
Approval to designate the Victor Valley *Daily Press* as the newspaper in which to publish the proposed budget inspection dates as September 2-8, 2008, and public hearing date as September 9, 2008. Fiscal Impact: None
- 5.30 Board of Trustees Budget Transfer Request Report
Approval of the Board of Trustees budget transfers. Fiscal Impact: None
- 5.31 Authorized Electronic Signature Key Users
Approval of Mary Pringle and Josanna Orta as authorized signature key users for the period of July 1, 2008 through June 30, 2009. Fiscal Impact: None
- 5.32 Authorized Signatories
Approval of the signatures of Robert M. Silverman, Mary Pringle and Allan Kurki to represent the board in the listed cases for fiscal year 2008-2009 per Education Code 72282.
- 5.33 Rescind – Board Delegated Authorized Signatory
Approval to rescind signature authority for Marianne Tortorici, Marion Boenheim and Lael Willingham, effective July 1, 2008.
- 5.34 Agreement – Addendum #1 – Best Net
Approval to addend the Best Net Consortium agreement #03/04-0201 which supports the collaborative efforts to house our live student system information on the Best Net systems as an off site, optional disaster recovery service for the district. Fiscal Impact: None
- 5.35 Agreement – Embee Technologies
Ratification of the agreement with Embee Technologies to upgrade the core switch and replace the voice gateway for the old call manager phone system, to facilitate bandwidth issues and future technological needs with the addition of the phone lines for the Advanced Technology Center. Fiscal Impact: \$12,712.87 – Redevelopment Fund 71
- 5.36 Agreement – gkkworks/CCS Group
Ratification of the agreement with gkkworks/CCS Group to prepare an Education and Facilities Master Plan Amendment to further incorporate future plans for a West-side Center. Fiscal Impact: \$63,000.00.
- 5.37 Foundation Donations
Acceptance of donations as college property from the Victor Valley District Foundation for a total amount of \$28,906.87.
- 5.38 New Management Position and Job Description – Director, Management Information Systems
Approval of the revised job description. Fiscal Impact: None

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda.

5.25 **PULLED FOR SEPARATE DISCUSSION – TABLED** New Classified Position and Job Description – Lead Systems Programmer/Analyst

It was MSC (Henderson/Valles) to approve the new job description and placement on the classified salary schedule. Fiscal Impact: \$5515/month .

Following discussion, it was MSC (Henderson/Valles, 5-0) to change the motion to table the item to the next meeting

5.26 **PULLED FOR SEPARATE DISCUSSION** New Board Policy #3570 – District Smoking Policy – Second Reading

Following discussion, it was MSC (Henderson/Nelson, 5-1 Henderson, No) to adopt the Board Policy #3570, District Smoking Policy. Fiscal Impact: None

10. ADMINISTRATIVE SERVICES

10.1 Approval Amended Educational Master Plan

It was MSC (Range/Underhill, 5-0) to approve the amended updated Educational Master Plan. The amendment provides for the establishment of an East Side and a West Side Center, each providing programs identified in the original Educational Master Plan as meeting demands for future employment opportunities. The proposed locations are more accessible to the people residing in the College's service areas wherein population growth has been explosive.

10.2 Approval of Five-Year Facilities Plan

Following discussion, it was MSC (Range/Underhill, 5-0) to approve the Five-Year Facilities Plan. Fiscal Impact: None

10.3 Bid Award – Seismic Replacement Gymnasium

Following discussion it was MSC (Range/Valles, 5-0) to approve to award the bid for the Signal Systems Wiring package for the Seismic Replacement Gymnasium to Apple Valley Communications. Fiscal Impact: \$73,299.00 – Fund 71 expenditure (This project is partially state funded and a portion of this may be reimbursable through the state. Any portion not reimbursable has been previously budgeted.)

10.4 Increase Contract Amount – Cal K-12 Construction Management – Seismic Replacement Auxiliary Gymnasium

It was MSC (Range/Underhill, 5-0) to approve to increase the contract with Cal K-12 Construction Management in the amount of \$163,989.07. Fiscal Impact: \$163,989.07 – Fund 71. (This project is partially state funded and a portion of this may be reimbursable through the state. Any portion not reimbursable has been previously budgeted.)

10.5 Increase Contract Amount – Spencer/Hoskins Associates – Seismic Replacement Auxiliary Gymnasium

It was MSC (Underhill/Valles, 5-0) to approve to increase the contract with Spencer/Hoskins Associates in the amount of \$182,721.04. Fiscal Impact: \$182,721.04 – Fund 71. (This project is partially state funded and a portion of this may be reimbursable through the state. Any portion not reimbursable has been previously budgeted.)

10.6 2008-09 Tentative Budget

Following discussion it was MSC (Nelson/Underhill, 5-0) to approve the 2008-2009 tentative General Operating Budget. Fiscal Impact: Revenues and expenditures are projected based on current information and will probably change by the time the final budget adoption in September. The philosophy of the budget development process includes input through the shared governance process, developing a balanced budget and meeting required unfunded liabilities.

10.7 Temporary Loan Request

It was MSC (Nelson/Range, 5-0) to approve a resolution of a temporary loan to provide cash flow to the district until the Governor's Budget is approved. Fiscal Impact: Possible loss of interest income. Any interest costs for the loan will be netted against interest income earned for the District in the County Treasury. Any funds will be paid back when April 2009 property taxes come in.

10.8 Memo of Understanding – Azusa Pacific University (APU)

It was MSC (Henderson/Underhill, 5-0) to approve the Memo of Understanding – Azusa Pacific University to rent 11 modular units located in the Humanities Complex, Building 80. Contract period is from July 1 2008 – June 30, 2010. Fiscal Impact: Revenue to the district in the amount of \$171,072.00 per year for base rent and expected parking revenue of \$20,000.00 per year.

10.9 Agreement Renewal – Novell Inc.

It was MSC (Underhill/Valles, 5-0) to approve the renewal of the annual agreement with Novell Inc. for software maintenance and site licensing through June 30, 2009. Fiscal Impact: Budgeted item, not to exceed \$108,396.32.

10.10 Agreement/Resolution – Keenan & Associates: Futuris Public Entity Investment Trust Program

It was MSC (Range/Valles, 5-0) to approve the agreement and resolution with Keenan & Associates to assist the district with the establishment and maintenance of a trust of investment of funds to be used for the provision of retiree health welfare benefits. Fiscal Impact: None. Fees will be paid directly from the trust.

11. HUMAN RESOURCES

11.1 Management Appointment – E. Paul Williams, Dean of Instruction, Humanities & Arts

It was MSC (Underhill/Range, 5-0) to approve the management appointment for the Dean of Instruction, Humanities & Arts. Fiscal Impact: Range 20 on the Management Salary Schedule. \$9,479/month plus benefits

11.2 Agreement, Professional Personnel Leasing (PPL)

It was MSC (Range/Underhill, 5-0) to approve the agreement with PPL to employ Dr. Allan Kurki as the interim Deputy Superintendent/President, Executive Vice President, Instruction, effective June 11, 2008 through June 30, 2009. Fiscal Impact: \$1,855/month

12. INFORMATION/DISCUSSION

12.1 Monthly Financial Reports

Submitted as an informational item.

12.2 Distinguished Service – Patricia Barnett, Vira Embrey, and Mary Martin
Submitted as an informational item.

12.3 Emeritus Status – Duane Buckles, Juanita A. Chou, and Thomas Faro
Submitted as an informational item.

13. REPORTS (3 minute limit per report)

13.1 Foundation
Ginger Ontiveros

13.2 Employee Groups

a) CTA
No report

b) CSEA
No report

c) AFT Part-Time Faculty United
No report

14. TRUSTEE COMMENTS

Don Nelson provided copies of the Board self-evaluation process to the Board of Trustees and the process that the Board members will use for their self- evaluation.

On behalf of the Board of Trustees, Board President, Donald Nelson presented Heena Mehra a plaque for outstanding performance serving as the student trustee.

Heena Mehra thanked everyone for their support during her tenure. She introduced next year's ASB President, Christina Zambrano, Magdalen Chavez, Public Relations Senator and Liane Greaver, Treasurer.

15. Public Comments Related to Non-Agenda Items: Victoria Hindes, Rita Doyle, David Chip and Magdalen Chavez

16. Adjournment

It was MSC (Range/Underhill, 5-0) to adjourn the meeting at 7:44p.m. The motion carried unanimously.

Dennis Henderson, Clerk

Date Approved

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

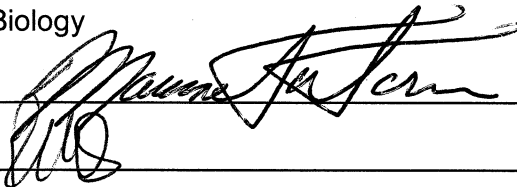
BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: OUT OF STATE TRAVEL – STUDENT TRAVEL
BIOLOGY DEPARTMENT

SUBMITTED BY: Pamela MacKay, Biology

RECOMMENDED BY: Marianne Tortorici

APPROVED BY: Robert Silverman



Description/Background:

The district is requesting approval to allow students from the Biology Department to travel to the Big Island of Hawaii to attend the Biology 98/250 Field Trip from July 11, 2008 through July 23, 2008. All students participating in the field trip are registered at Victor Valley Community College.

Students:

- Delgado, Estelle
- Greaver, (Gayle) Raynette
- Greaver, Liane
- Moore, Keven
- Nerkowski, Stacey
- Phillips, Kylie
- Thomas, Timothy
- Wiley, Carol

Need:

This field trip is to study the natural history of Hawaii.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve students from the Biology Department to travel to the Big Island of Hawaii to attend the Biology 98/250 Field Trip from July 11, 2008 through July 23, 2008. All students participating in the field trip are registered at Victor Valley Community College.

Legal Review: YES NOT APPLICABLE

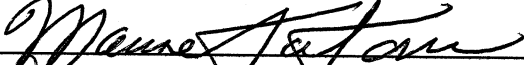
Reference for Agenda: YES NO


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: Agreement - Dr. Bonavita Quinto-MacCallum

SUBMITTED BY: Patricia Bejarano-Vera, Student Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to ratify an Independent Contractor Agreement with Dr. Bonavita Quinto-MacCallum. Dates of service: July 10, 2008 – December 13, 2008.

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

Need:

The above ratified agreement was necessary to provide diversity training and learning styles training to faculty and staff consistent with Title V grant objectives.

Fiscal Impact: Title V Independent Grant budgeted item not to exceed \$4,800.00

Recommended Action: This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees ratify the agreement with Dr. Bonavita Quinto-MacCallum.

Legal Review: YES ___ NOT APPLICABLE X

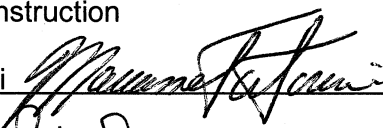
Reference for Agenda: YES ___ NO X

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CURRICULUM CHANGES

SUBMITTED BY: Ruby Wikstrom, Instruction

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The College Curriculum Committee is meeting on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on May 8, 2008, May 22, 2008, and June 5, 2008 are listed on the attached sheet.

A copy of the College Curriculum changes are available in the president's office for your review.

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

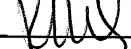
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: Agreements – Myrna Foster, David Pike, Marsha Switzer and Leticia Topete

SUBMITTED BY: Janet A. Long, TRIO Programs – Student Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to ratify Independent Contractor Agreements with Myrna Foster, David Pike, Marsha Switzer and Leticia Topete. Dates of service: June 16, 2008 – July 23, 2008.

A copy of each original contract is available for review in the Superintendent/President's Office.

Need:

The above ratified agreements were necessary to provide guest lecturer services to Upward Bound and Upward Bound Math & Science participants during the 2008 Summer Academy, consistent with the grants' objectives.

Fiscal Impact: Upward Bound Grants budgeted items not to exceed \$6,000.

Recommended Action: Theses items have been approved by the Superintendent/President and it is recommended that the Board of Trustees ratify the agreements with Myrna Foster, David Pike, Marsha Switzer and Leticia Topete.

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: AGREEMENT – SAN ANTONIO COMMUNITY HOSPITAL

SUBMITTED BY: Pat Luther, Nursing

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to ratify an Agreement between San Antonio Community Hospital and Victor Valley Community College District. The period of this agreement is July 1, 2008 through July 1, 2009. This Agreement shall be in effect for a term of one year from the date of execution and may be renewed annually upon mutual and written agreement of both parties. This Agreement may be terminated by either party, at any time, for any reason, upon thirty (30) days written notice to the other party.

A copy of this Agreement is available in the president's office for review.

Need:

This agreement is to provide clinical learning facilities that allow Allied Health, Nursing, and other health sciences programs to utilize medical facilities for student clinical learning rotations beginning July 1, 2008.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Agreement between San Antonio Community Hospital and Victor Valley Community College District. The period of this agreement is July 1, 2008 through July 1, 2009. This Agreement shall be in effect for a term of one year from the date of execution and may be renewed annually upon mutual and written agreement of both parties. This Agreement may be terminated by either party, at any time, for any reason, upon thirty (30) days written notice to the other party.

Legal Review: YES X NOT APPLICABLE ___

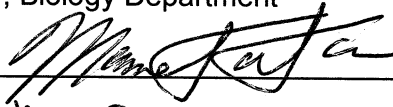
Reference for Agenda: YES ___ NO X ___

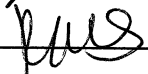
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: SABBATICAL LEAVE REPORT

SUBMITTED BY: Pamela J. MacKay, Biology Department

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

In accordance with Article 33, Section K of the Agreement between Victor Valley Community College District and Victor Valley College Faculty Association CTA Chapter 1169, Professor Pamela J. MacKay's Sabbatical Leave Report for spring 2008 is being submitted for your information.

A copy of the report is available in the president's office for your review.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the Sabbatical Leave Report being submitted by Pamela J. MacKay for spring 2008.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

INSTRUCTION OFFICE

JUN 09 2008

RECEIVED

Victor Valley Community College District
Sabbatical Leave Report

cc: M. T. B. TORRES

Article 23
RECEIVED

JUN 4 2008

PRESIDENT'S OFFICE

TO: Sabbatical Leave Committee c/o VVC Superintendent/President
FROM: Pamela J. MacKay, Biology Department (Spring 2008 sabbatical)
DATE: June 4, 2008

I am writing to report on my accomplishments during my spring 2008 semester-long sabbatical leave. This report is divided into two sections. In Part 1 I report on outcomes of goals included in my sabbatical proposal. Part 2 accounts for endeavors that I did not anticipate I would undertake and complete on my sabbatical, but which turned out to equally worthwhile in terms of benefit to students.

Part 1. Expected accomplishments included in sabbatical proposal

A. *Preparing research results for publication.*

1. "Gender diphasy in *Juniperus californicus*"
 - a. All data were entered into computer statistics program. This ended up creating a very large file of nearly 6,000 data entries.
 - b. Data were analyzed in various ways using Statview.
 - c. Journal article, "Gender diphasy in *Juniperus californicus*", was completed and submitted to *Crossosoma*, a journal of southern California botany.
 - d. This article is currently in the peer-review process. I anticipate that this article will appear in the summer or fall issue.
 - e. I plan to use this article in teaching Biology 203, Population and Environmental Biology, a biology majors' course. I will also incorporate a lab using some of the field protocols that I used in this study.
2. "A Vegetation Analysis of the Antelope Valley California Poppy Preserve" (in collaboration with Tim Thomas)
 - a. All data were entered into computer statistics program. This was also a huge file with over 10,000 data points.
 - b. Data were analyzed using Statview.
 - c. Journal article, "A Vegetation Analysis of the Antelope Valley California Poppy Preserve", is near completion. My part in writing this article has been completed; however, this article is being co-authored by Tim Thomas and is now awaiting his

- review and edits. It will be submitted to *Crossosoma*, a journal of southern California botany, by the beginning of fall semester. I anticipate that this article will appear in the fall or winter issue.
- d. Some of the protocols used in this study will be integrated into the design of a lab for the Biology 104, General Botany course.
3. "Variation in size and morphology of *Pinus monophylla* female cones along an elevation gradient." This is a project that involved several students who took the Biology 149, White Mountains Research course in the summer semester of 2007. These students signed up for additional spring 2008 semester independent study units in order to complete the project. Since I have been on sabbatical, Dr. Lisa Harvey was the "instructor of record"; however, I spent 32 hours meeting with the students this semester in order to accomplish the following tasks:
 - a. I supervised student data entry into the computer.
 - b. I counseled students on appropriate data analyses, and these were carried out and discussed.
 - c. I advised students on how to find research and review articles to cite in their papers.
 - d. I reviewed scientific writing basics with the students. They then submitted introduction sections for the scientific journal article, which I reviewed and edited.
 - e. The above tasks were completed by the end of May. Unfortunately, we ran out of time to pursue this project further, at least for now. We may work on it over the summer, based on student availability. However, even if the project remains unfinished, I feel that with what was accomplished, the students learned a lot about data analysis and scientific writing.
 4. "Diminishing Coastal Vegetation of northwestern Costa Rica" (in collaboration with Tim Thomas and Andrew C. Sanders, curator of the herbarium at U. C. Riverside)
 - a. I completed a first draft of the article and sent it to the two co-authors; it is awaiting their reviews and edits. Due to the busy schedules of all of us involved, we do not know when we will get a chance to all work on this together. We are hoping to do so in summer of 2008, in which case it may be ready to submit to *Madroño* for publication in fall or winter of 2008.

B. Book manuscript and photography:

1. *Plants of the Eastern Sierra, and a Floristic Inventory of the Cottonwood Lakes Basin* (with Tim Thomas)

- a. I completed a major portion of the introduction section for this book, including the chapter on vegetation types found within the study area. The co-author, Tim Thomas, is nearing completion of the chapter on the history of botanical collection in the area.
 - b. I completed written species descriptions for around 200 species, more than half of the species that will be covered in the book. These are extremely tedious, as I must rewrite scientific information into a format that is easily understood by the layman. I plan to continue to work on these (and hopefully complete them) through the summer.
 - c. I took two photographic excursions this spring to the study area, resulting in acquisition of numerous book-quality photographs suitable for publication. In addition to plant photos for the book, I acquired many other photos that will be useful for use in PowerPoint lecture presentations for General Botany, Introduction to Ecology, and Population and Environmental Biology courses.
 - d. Because of the high elevation, the majority of the species bloom rather late, from July through August, so I anticipate taking two or three more trips to the study area this summer. By the end of summer I will have enough photographs to complete the book.
 - e. In my sabbatical proposal I anticipated submitting the manuscript to the publisher by the fall of 2008. However, in spite of working very diligently, this project is taking much more time than expected, especially the species descriptions. I believe the manuscript and photos will be submitted to the publisher in spring of 2009 at the latest.
2. *Plants of the San Bernardino Mountains*
- a. I took four photography day-trips to the San Bernardino Mountains during May, resulting in the acquisition of numerous suitable book-quality photos.
 - b. In addition to plant photos for the book, I acquired many other photos that will be useful for use in PowerPoint lecture presentations for General Botany, Introduction to Ecology, and Population and Environmental Biology courses.
3. *Plants of Cave Creek, Arizona: A Transect from Portal to Rustler Park*
- a. I had planned to make a photographic trip to the study area in April. However, the trip had to be cancelled due to illness.
 - b. A photo trip is planned for August before the beginning of fall semester. Many plants bloom at this study area in August, after monsoon rains begin.

Part 2. Unanticipated accomplishments

A. Participation in rewriting department curriculum

When I first requested a sabbatical leave for spring of 2008, I had no idea that our department would be required to submit revised curricula for all of the courses we teach by the end of this semester. In addition, the department was not aware that Melody Ricci would require leave time to care for a sick child. The department was left with only four people to fulfill all of the curriculum obligations. Most members of the department are "specialized", that is, they teach many sections of one or two courses. However, I have been a "generalist" in the department. I teach a wide variety of courses that nobody else teaches. It did not seem fair or appropriate that my fellow faculty members should write curriculum for all of the courses that I teach, in addition to those that they teach, all while they are working a normal semester course load. I also knew that completion of the curriculum revisions is necessary for continuing accreditation of VVC. I therefore felt it was my responsibility and obligation to participate, in spite of the sabbatical.

I completed curriculum revision proposals for all 12 of the following courses:

- Biology 201 – Biology of Cells
- Biology 203 – Population and Environmental Biology
- Biology 104 – General Botany
- Biology 114 – Introduction to Ecology
- Biology 118 – Principles of Inheritance
- Biology 98 – International Natural History
- Biology 250 – Tropical Biology field course
- Biology 120 – ID and Study of Wildflowers of the Mojave Desert
- Biology 126 – Natural History of the Mojave Desert
- Biology 127 – ID and Study of Birds of the Mojave Desert
- Biology 128 – ID and Study of Reptiles and Amphibians of the Mojave Desert
- Biology 129 – ID and Study of Mammals of the Mojave Desert

B. Participation in rare plant surveys

This spring I had an exceptional and unexpected opportunity to participate in several surveys for some of southern California's rare and endangered plant species. The data gleaned from these surveys are used by many levels of government in land use planning and to evaluate impacts and threats to native habitat. These experiences expanded my

knowledge about our native flora and the types of threats that impact their populations. I learned about the process of reporting on the discovery of new locations for rare species, and I found out more about how the data are used by government agencies and why the information is important. I will use what I learned from this experience in teaching Biology 203, Population and Environmental Biology, Biology 104, General Botany, and Biology 114, Introduction to Ecology. I may also be able to use this information in developing new courses or projects as VVC works toward its goal of promoting sustainability. I also acquired photos of many of these rare plants and their habitats that I can add to a rare plant PowerPoint presentation that I give in all three of the existing courses mentioned above. The surveys and plants found include:

1. I volunteered to survey for Shevock's Monkey Flower (*Mimulus shevockii*) in Kelso Valley for the Bureau of Land Management.
2. I volunteered to lead a California Native Plant Society field trip to the 29 Palms/Joshua Tree area to survey for Little San Bernardino Mountains Gilia (*Gilia maculata*).
3. I participated in surveys for rare plants in Riverside County. I ended up finding Little Mouse-Tail (*Myosurus minimus* ssp. *apus*), Long-spined Spineflower (*Chorizanthe polygonoides* var. *longispina*), Paniculate Tarplant (*Deinandra paniculata*), and Smooth Tarplant (*Centromadia pungens* ssp. *laevis*).
4. I conducted surveys for four plants endemic to the north-facing slope of the San Bernardino Mountains on carbonate soils (near Lucerne Valley). These include Cushenbury Buckwheat (*Eriogonum ovalifolium* var. *vineum*), Parish's Daisy (*Erigeron parishii*), Cushenbury Milkvetch (*Astragalus albens*), and Cushenbury Oxytheca (*Oxytheca parishii*).



Shevock's Monkeyflower –
Mimulus shevockii

C. Management and use of the Victor Valley College Herbarium

1. I collected and processed numerous plant specimens that will be used in VVC's teaching collection for Botany (Bio. 104), Ecology (Bio. 114), and Population and Environmental Biology (Bio. 203).

2. I also used the herbarium to help identify plants that were found in plant surveys.

D. Planning and preparation for Hawaii course

In order to offer the students an inexpensive Biology 98/250 course, I decided to forego using Holbrook Travel, our usual travel agent/provider for course trips. Their prices were unaffordable for the students who wanted to participate in the summer 2008 course, so this spring I did the job of the travel agent. This proved to be much more work than I anticipated; I spent many hours coordinating the itinerary, lodging, and transportation for this trip. I researched and purchased travel insurance for the participants. I purchased numerous books on Hawaii's flora, fauna, and geology and spent much time this semester studying the natural history of the big island of Hawaii in order to be able to teach this course more effectively. Unfortunately, after all this work and planning, there is a possibility that the course might be canceled due to low enrollment. After the bankruptcy of ATA Airlines and consequent rush for tickets from other providers, the fares for new tickets increased, making the cost of the trip too high to attract any more students. Even if the course gets cancelled, I did learn a lot about the natural history of Hawaii, which I will likely be able to incorporate into lectures on various subjects for various courses.

E. Job placement assistance for former students

As an instructor for the biology majors' courses, I often have the opportunity to follow my students' careers as they finish their bachelor's degrees, go to graduate school, and obtain employment. Even though I was "away from the office" this semester, I was still able to assist two of my former students in getting real full-time jobs, one teaching biology at a local high school, and the other working for a biological consulting firm.

To summarize, I believe I achieved a level of advancement and accomplishment over and above what I anticipated for this sabbatical leave, all of which will result in direct or indirect benefit to my students. Thank you for approving this sabbatical.

Respectfully submitted,


Pam MacKay

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CONTRACT EDUCATION SERVICES – SUCH A VOICE

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici *Marianne Tortorici*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district desires to approve an agreement between Such a Voice and Victor Valley Community College District. The period of this agreement is October 28, 2008.

A copy of this agreement is available in the president's office for your review.

Need:

This class will teach participants how to market one's self around the competition and turn voice-overs into a thriving full or part-time business.

Fiscal Impact: \$350.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Such a Voice and Victor Valley Community College District. The period of this agreement is October 28, 2008.

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: CONTRACT EDUCATION SERVICES – CRUNCH TIME CONSULTANT SERVICES (C.T.C.S.)

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve an agreement between Crunch Time Consultant Services (C.T.C.S.) and Victor Valley Community College District. The period of this agreement is November 8, 2008.

A copy of this agreement is available in the president's office for your review.

Need:

Career Planning for Law Enforcement seminar will provide the attendee with a comprehensive and candid understanding of what a career in law enforcement entails.

Fiscal Impact: \$1,100.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Crunch Time Consultant Services (C.T.C.S.) and Victor Valley Community College District. The period of this agreement is November 8, 2008.

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: CONTRACT EDUCATION SERVICES – LEARN CPR 4 LIFE

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to ratify an agreement between Learn CPR 4 Life and Victor Valley Community College District. The period of this agreement is July 1, 2008 through December 13, 2008.

A copy of this agreement is available in the president's office for your review.

Need:

American Heart Association Healthcare Provider CPR program will cover BLS Healthcare Provider CPR including learning the warning signs of a heart attack and stroke; and CPR skills including the use of an AED and relief of choking for all ages. The CPR/First Aid course includes instruction on CPR for adult, child, and infant; choking; recognition, prevention, and treatment of cardiopulmonary emergencies and stroke; education on bloodborne pathogens; and use of barrier devices.

Fiscal Impact: \$9,000.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Learn CPR 4 Life and Victor Valley Community College District. The period of this agreement is July 1, 2008 through December 13, 2008.

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: CONTRACT EDUCATION SERVICES – EL-PESCADOR MEXICAN RESTAURANT

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici

APPROVED BY: Robert Silverman

Description/Background:

The district desires to ratify an agreement between El-Pescador Mexican Restaurant and Victor Valley Community College District. The period of this agreement is May 15, 2008 through May 15, 2009.

A copy of this agreement is available in the president's office for your review.

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: \$300.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between El-Pescador Mexican Restaurant and Victor Valley Community College District. The period of this agreement is May 15, 2008 through May 15, 2009.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

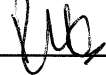
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CONTRACT EDUCATION SERVICES – ARCHANGEL

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve an agreement between Archangel and Victor Valley Community College District. The period of this agreement is September 27, 2008 through October 07, 2008.

A copy of this agreement is in the President's office for your review.

Need:

Retirement Planning Today teaches you how to build and protect your wealth while aligning your money with your values to help accomplish your goals.

Fiscal Impact: \$2,000.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Archangel and Victor Valley Community College District. The period of this agreement is September 27, 2008 through October 07, 2008.

Legal Review: YES NOT APPLICABLE

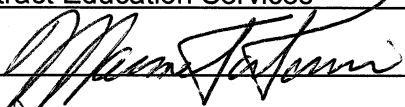
Reference for Agenda: YES NO

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

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

TOPIC: CONTRACT EDUCATION SERVICES – BOOKSAMERICA

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to ratify an agreement between BooksAmerica and Victor Valley Community College District. The period of this agreement is June 14, 2008.

A copy of this agreement is available in the president's office for your review.

Need:

Building Your Financial Portfolio on \$25 a Month will teach students how to find safe secure investments with large annual growth and how to do it without using a broker. Writing & Publishing Your 1st Book (or 7th) will teach students how to develop and complete a manuscript in just 6 weeks following a 10 step plan that is provided in the class and how to submit your work to a publisher or self-publish your own book and keep the profits.

Fiscal Impact: \$900.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between BooksAmerica and Victor Valley Community College District. The period of this agreement is June 14, 2008.

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: CONTRACT EDUCATION SERVICES – ROGER BURGRAFF, Ph.D.

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve an agreement between Roger Burgraff, Ph.D. and Victor Valley Community College District. The period of this agreement is September 27, 2008.

A copy of this agreement is available in the president's office for your review.

Need:

How to Deal with Disagreements, Conflict, and Confrontation seminar will teach students to redefine conflict, distinguish disagreements, and confrontation from conflict and reasons for conflict. How to Deal with Difficult People with Tact and Skill seminar is an interactive seminar that will focus on ways to analyze types of behavior and constructive ways to communicate to the difficult people in your professional and personal lives.

Fiscal Impact: \$1,000.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Roger Burgraff, Ph.D. and Victor Valley Community College District. The period of this agreement is September 27, 2008.

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: Pat Luther, Nursing

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to ratify an Independent Contractor Agreement between Non-Profit Services and Victor Valley Community College District. The period of this agreement is July 1, 2008 through June 30, 2010.

A copy of this agreement is available in the president's office for your review.

Need:

This agreement is to provide resource development, grant writing, and program reporting to the Associate Degree in Nursing (ADN) Program at Victor Valley Community College.

Fiscal Impact: Funded by the Enrollment Growth and Retention Grant
Not to exceed \$57,600.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Non-Profit Services and Victor Valley Community College District. The period of this agreement is July 1, 2008 through June 30, 2010.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

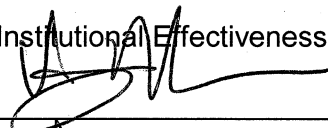
Meeting Date: July 8, 2008

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – BUSINESS SECURITY SOLUTIONS, INC.

SUBMITTED BY: Virginia Moran, Institutional Effectiveness

RECOMMENDED BY: Virginia Moran 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to enter into an agreement with Business Security Solutions, Inc. to purchase 1100 additional user subscriptions to Websense Security Suite. Websense Security Suite is Employee Internet Management Software used to monitor and control computer protocol use on the VVC Local Area Network. This software enables the IT department to protect the district from liability of all kinds and also enables the IT department to stop illegal or dangerous computer use. This software vastly enhances the districts capability to limit and control network traffic that could threaten the Information Technology infrastructure.

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

Need:

The district needed to purchase 1100 additional user subscriptions to cover additional workstations that have been added to the network in the last year.

Fiscal Impact: \$7,696.98 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Business Security Solutions, Inc. in the amount of \$7696.98.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

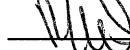
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT RENEWAL – IANYWHERE SOLUTIONS, INC.

SUBMITTED BY: Virginia Moran, Institutional Effectiveness

RECOMMENDED BY: Virginia Moran 

APPROVED BY: Robert Silverman 

Description/Background:

The district requests to renew the agreement with iAnywhere Solutions, Inc. to provide support for the SQL Anywhere software program. SQL Anywhere software is used to access the districts various data bases.

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

Need:

This software renewal is needed to continue to provide support for the SQL Anywhere software.

Fiscal Impact: \$600.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with iAnywhere Solutions, Inc. in the amount of \$600.00.

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 - NOVACOAST – STORAGE AREA NETWORK (SAN)

SUBMITTED BY: Virginia Moran, Institutional Effectiveness

RECOMMENDED BY: Virginia Moran 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to enter into an agreement with Novacoast for the purchase and installation of an additional Storage Area Network (SAN). Currently the district has one storage area network which provides magnetic storage for a cluster of 5 servers configured for high-availability and redundancy. All user directories, groupwise e-mail boxes, computer and lab data and administrative application data is stored on this shared storage area network.

This purchase will provide a second SAN for the district data center and include installation and configuration of the new SAN as well as add storage to the existing system. This purchase will also provide an additional layer of disaster recovery capability for the district, enable us to bring the document imaging service online and drastically reduce the time window needed to backup the data to tape.

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

Need:

A second Storage Area Network is needed because it is estimated that at the current data growth rate the existing SAN will be full this fall. The plan is to tier the storage, placing older data that is rarely or never accessed on cheaper slower storage, saving our Fiber Channel SCSI drives for current data.

Fiscal Impact: \$37,001.00 – 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 Novacoast in the amount of \$37,001.00 for the purchase of a Storage Area Network.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

Quotation to Victor Valley College

Novacoast, Inc.
1505 Chapala Street
Santa Barbara, CA 93101
Phone 800-949-9933

Bill To:
Victor Valley College
18422 Bear Valley Blvd.
Victorville, CA 92392
Phone 760-245-4271

Date: 4 28 2008
Quotation #: NOC00211
Valid Until: 5 28 2008
Prepared By: Hall, Kevin

| Description | Model Number | Quantity | Amount | Subtotal |
|---|--------------|----------|--------|----------|
| Enclosure Upgrade Connectivity Kit | PA-ENCL-EXP | 1 | | |
| <i>Enclosure SFP</i> | | 4 | | |
| <i>Optical Cable, LC/LC, 1 meter,</i> | | 4 | | |
| 750GB SATA 7K RPM HDD | DS-S750X7K | 9 | | |
| Compellent Enclosure, SATA, 2Gb, 16 | EN-SA2X16 | 1 | | |
| IO, FC, 4Gb, 2 port, Std Profile, PCI-X | IO-F4X2S-X | 1 | | |
| Optical Cable, LC/LC, 3 meter, Orange | PA-LC3M-OR | 1 | | |
| SW, Data Progression Base License | SW-DAPR-BASE | 1 | | |
| SW, Data Progression Expansion | SW-DAPR-EXP | 1 | | |
| SW, Data Instant Replay Expansion | SW-DIRP-EXP | 1 | | |
| SW, Dynamic Capacity Expansion | SW-DYNC-EXP | 1 | | |
| SW, Storage Center Core Expansion | SW-SCOS-EXP | 1 | | |
| HBA, FC, 4Gb, 1 port, PCI-X | HB-2460X | 1 | | |

Totals

Power (Watts): 575
Heat (BTUs): 1,540.00
Rack Units: 3
Weight (Lbs): 94
FC (Raw TB): 0
SATA (Raw TB): 6.75
Total (Raw TB): 6.75

| | |
|---------------------|--------------------|
| Hardware Support | \$1,331.00 |
| Software Support | \$2,400.00 |
| Subtotal | \$34,949.00 |
| Installation Cost | \$1,750.00 |
| *Grand Total | \$36,699.00 |

Estimated Shipping &
Bax Global Box \$302.00

*Plus applicable taxes
***Support Term: 1 year.

57,500.00

SAND

REQ # 018499

Project Overview

The objective of the project is to install and configure one or more Compellent storage center SAN disk enclosures at a single location and add storage to an existing system.

Additional services available for purchase under separate agreement but not included in this scope include configure customer supplied fibre channel or iscsi switches and adapters, configure host bus adapters and operating systems multipathing, install Compellent Enterprise Manager, migrate data from existing storage, configure boot from SAN, install Compellent software on host systems, and establish replication between the SANs.

Scope of Work and Project Assumptions

Work to be perform will include

- Unpack and inspect components
- Install into racks
- Alert Co-pilot to any system changes or potential downtime
- Install additional fibre adapter interfaces into storage controllers (if purchased from Compellent)
- Update any BIOS or firmware if required
- Install disk enclosures, connect to controllers
- Verify Enclosure addressing
- Seat drives into enclosures
- Update Storage Center licensing
- Initialize new disk drives and verify addition to storage pools
- Create basic storage units
- Perform phone home to update configurations
- Provide updated documentation as needed

Project assumptions

- All work is to be performed at a single location during accepted business hours unless previously agreed upon
- Sufficient space will be available to unpack and install devices
- Sufficient power and rack space are available

Exclusions

The following is considered out of scope for this project:

1. Installation of server operating systems.
2. Installation or configuration of server applications. Servers will be considered "connected" when logical volumes can be mounted through the logical volume manager of the server. Installation and configuration of server applications (e.g. SQL Server, Exchange Server) is out of scope.
3. Complete user administrative or operations training on the system. Knowledge transfer activities will be limited to the basic operational tasks and support processes. Full administrative training is available from Compellent.
4. Data migration from existing direct-attached storage or other storage devices to the Storage Center.
5. Services for out of scope work can be provided under a separate Work Order.

Assumptions

The following assumptions have been identified to date:

1. The customer will:
 - ◇ Provide a minimum of two (2) weeks lead-time to allow scheduling of properly skilled consultants for project.
 - ◇ Furnish Novacoast consultants with information and data on operations, activities, and existing systems, as reasonably required to achieve the project objectives.
 - ◇ Provide Novacoast staff with necessary security access to systems and facilities during the performance of Services.
 - ◇ Provide for and be solely responsible for the backup of all computer systems
 - ◇ Provide adequate workspace and power sources at each facility where Services will be performed.
 - ◇ Provide suitable server platforms, with properly installed and patched network operating system (NOS) software, and obtain any other commercial software licenses necessary for Novacoast to complete the Services described in this SOW.
 - ◇ Provide for and be solely responsible for contract of any necessary telecommunications facilities (data communications circuit, analog phone lines, wiring, etc.), and for the costs associated with such facilities.
2. The Services described in this SOW constitute the entire project. If the customer requests services in addition to the Services identified in this SOW, the performance of such additional services will require a modification to the project Deliverables and any adjustment to the schedule and/or fees will be paid by the customer. Any requested changes must be signed by both Novacoast and the on a separate change order form.
3. The customer intends to ensure the availability and responsiveness of key personnel needed to support the implementation of the project. The work and cost estimates provided in this SOW are dependent on the timely access to, and involvement of, management for project support and decision-making.
4. The customer shall have three (3) business days from receipt to review and accept/reject in writing each deliverable provided to the by Novacoast hereunder. These notices of acceptance/rejection should be signed by the Project Manager or designated Executive. In the event the customer does not provide such written notice prior to the end of the three (3) business day review period, such deliverable shall be deemed automatically accepted, unless previously notified of reasonable delays.

5. Price and time line estimates contained in this SOW are dependent on our understanding to date of the scope expressed herein.
6. Certain critical project issues may need immediate resolution, involving the customer and Novacoast management. Issues, once identified, should be resolved within three (3) business days. In cases where issues cannot be resolved within this time frame, Novacoast and the customer will meet to assess the impact on the project.
7. The customer will assign necessary personnel who will have the ability to make day-to-day decisions on their behalf
8. Significant changes in project scope or scheduling may result in resource adjustments that may affect the project's overall cost and delivery date.

Agreement of Standard Working Hours

This SOW covers Services performed during standard business hours of Monday through Friday 8am to 6pm. Depending on the type of project, any on-site Services performed between 6pm and midnight will be charged at one and a half (1½) times the standard rate. Any work performed midnight to 6am and holidays will be charged at two (2) times the standard rate.

Note: Holiday hours begin at 6:01 PM on the day business day before the holiday and end at 6:59 AM the business day following the holiday.

Warranty

All Compellent hardware and software being installed will apply towards Compellents Standard Warranty. This warranty is identified in the enclosed document named "**COMPELLENT STORAGE CENTER STANDARD WARRANTY COVERAGE**".

Novacoast will provide a 90 day warranty on the installation services identified in this document.

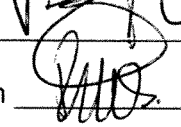
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT RENEWAL – TIER TECHNOLOGIES, INC.

SUBMITTED BY: Virginia Moran, Institutional Effectiveness

RECOMMENDED BY: Virginia Moran 

APPROVED BY: Robert Silverman 

Description/Background:

The district requests to renew the agreement with Tier Technologies, Inc. to provide support for the Tier software program. Tier software is used for the online student registration system.

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

Need:

This software renewal is needed to continue to provide the online student registration system.

Fiscal Impact: \$7,272.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Tier Technologies, Inc. in the amount of \$7,272.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

5.19

**EXTENDED WARRANTY PLAN SUPPLEMENT
STANDARD DEPOT OPTION**

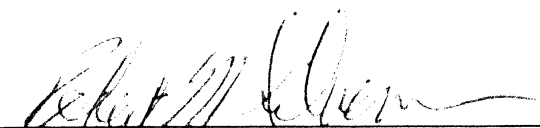
| | | |
|---|-----------------------------|----------|
| Tier Technologies, Inc. 177 Technology Pkwy P.O. Box 3140 Auburn, AL 36830 (334) 321-3767 (334) 321-7285 (Fax #) | Order Date | Page No. |
| | Customer Purchase Order No. | |
| | Tier Contract No. 10006062 | |
| INVOICE TO | SHIP TO | |
| NAME: VICTOR VALLEY CC | NAME: SAME | |
| ATTN: Virginia Moran | ATTN: | |
| ADDR: 18422 BEAR VALLEY ROAD | ADDR: | |
| VICTORVILLE, CA 92392 | | |
| PHONE: | PHONE: | |
| MAINTENANCE PERIOD FROM: 07/01/2008 TO: 06/30/2009 | | |
| SERVICE HOURS | | |
| <p>A. TIER SOFTWARE. All Tier software must be covered for this service. Tier personnel shall be available to perform Extended Warranty services hereunder during normal business hours, Monday through Friday, 8:00 A.M. to 5:00 P.M. Central Time, weekends and holidays excepted. Emergency Service is available through the Tier HOTLINE 24 hours per day, seven days per week. Customer is eligible for free Tier software upgrades. Customer is responsible for installation. Upgrades to third party products are not included as part of software maintenance. No on-site software maintenance is included.</p> | | |
| <p>B. TIER HARDWARE. All Tier hardware must be covered for this service. Service hours for warranty service shall be 8:00 A.M. to 5:00 P.M. Central Time, weekends and holidays excepted. Hardware Extended Warranty Service provided outside these hours at the request of Customer shall be charged at Tier' then prevailing time and materials rates. Replacement part is shipped to Customer and Customer is responsible for installing the replacement part and for shipping the defective part back to Tier for repair. No on-site service is included.</p> | | |
| <p>ON-SITE SERVICE AND TRAVEL TIME CHARGES. Service time and time spent by Tier personnel while traveling to Customer's location at Customer's request to perform on-site service under this Depot Extended Warranty Plan shall be charged at the Tier hourly rates in effect at the time the service is rendered and shall be paid within 30 days of invoice.</p> | | |
| <p>TRAVEL AND LIVING EXPENSES. At Customer's request Tier personnel shall travel to customer's location to perform on-site service under this Depot Extended Warranty Plan. Actual reasonable travel and living expenses incurred in connection with this Warranty Plan shall be billed to Customer as the expenses are incurred. Travel and living expenses include, but are not limited to, coach class air fare, hotel accommodations, meals, tips, taxi, rental car, tolls, parking fees, etc. Receipts will be furnished to Customer upon request.</p> | | |

| Tier Technologies, Inc. 177 Technology Pkwy P.O. Box 3140 Auburn, AL 36830 (334) 321-3767 (334) 321-7285 (Fax #) | | Order Date | Page No. | |
|---|--------------------|-----------------------------|-------------------------|---------------|
| | | Customer Purchase Order No. | | |
| | | Tier Contract No. 10006062 | | |
| Upon the terms and conditions contained in the Tier Master Annual Extended Warranty Plan (the Agreement) Tier will service the following Tier Products at the following annual unit charges (the "Basic Charges"): | | | | |
| ITEM # | PRODUCT | SERIAL NO.* | MONTHLY PRO-RATA CHARGE | ANNUAL CHARGE |
| 1 | 16-LINE IVR SYSTEM | | \$606.00 | \$7,272.00 |
| | | | | |
| | | | | |
| <p>You may renew your extended warranty at this time; however, you will need to upgrade your system and software before renewing next year. Both your system hardware and software are beyond "end of life" status, which could possibly impact Tier's ability and response time in resolving hardware failures and software bugs.</p> | | | | |

*If the serial numbers of any Products referred to above have not been entered on this Supplement, they will be the serial numbers of the first Products of that Model shipped to Customer after the date this Supplement is entered into by Tier and Customer.

The definitions in the Agreement shall apply to this Supplement. This Supplement is entered into as of the date it is executed by Customer and accepted by Tier as indicated below.

This order is subject to the Terms and Conditions of the Agreement between Tier and Customer. Any Terms and Conditions on Customer's Purchase Order shall not serve to amend the Agreement.



 Customer Signature

Robert M. Silverman

 Typed or Printed Name

6/11/08

 Date

 Tier Signature

Michael A. Lawley

 Typed or Printed Name

 Date

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES BUDGET TRANSFER REQUEST REPORT

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: Mary Pringle Mary Pringle

APPROVED BY: Robert Silverman RS

Description/Background:

The adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, the college operations require that funds be transferred between expenditure types (i.e., full-time to hourly or supplies to equipment) to carry out the needs of the District. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 01).

A copy of the original budget transfer 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 budget transfers as submitted.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 05/10/08 to 06/11/08

| Batch No. | Fund | Program | | Account | Amount | |
|-----------|------|------------------------------------|-------------------------------|--------------------------------------|----------|----------|
| | | From: | To: | | Increase | Decrease |
| 858 | F01 | 0000-District Wide Holding Program | | 8699-State Income - Misc. | 44,430 | |
| | | | 6421-DSPS Svcs FTES | 2290-Classified Special-Instr | 36,430 | |
| | | | 6421-DSPS Svcs FTES | 5840-Contracted Services | 6,000 | |
| | | | 6421-DSPS Svcs FTES | 3310-OASDI | 2,000 | |
| | | (Butte-Caption Grant) | | | | |
| 860 | F01 | 6421-DSPS Svcs FTES | | 2494-Class Subs/Inst Benefits | 5,726 | 5,726 |
| | | | 6421-DSPS Svcs FTES | | | |
| | | (To Cover Negative Balances) | | | | |
| 860 | F01 | 6420-DSPS | | 4500-Other Supplies | | 160 |
| | | | 6420-DSPS | 5200-Travel/Conference-Inst | 145 | |
| | | | 6420-DSPS | 5300-Dues & Memberships | 15 | |
| | | (To Cover Travel & Dues) | | | | |
| 866 | F01 | 6470-TANF Grant | | 4500-Other Supplies | | 808 |
| | | | 6470-TANF Grant | 6400-New Equipment | 808 | |
| | | (To Purchase Printer) | | | | |
| 870 | F01 | 1011-Art/Photography | | 5640-Contracts-Repairs | | 580 |
| | | | 1011-Art/Photography | 4300-Instructional Supplies | 580 | |
| | | (To Cover Supplies Exp.) | | | | |
| 872 | F01 | 0109-Agriculture | | 5630-Contracts-Rents & Leases | | 3,000 |
| | | | 0109-Agriculture | 6405-Computers | 3,000 | |
| | | (Computer) | | | | |
| 884 | F01 | 6770-Purchasing | | 6419-Equipment-Lease/Purchase | | 1,006 |
| | | | 6770-Purchasing | 4500-Other Supplies | 1,006 | |
| | | (Xerox Supplies) | | | | |
| 888 | F01 | 6670-VP-Admin Services | | 5691-Prior Year Rollover | | 200 |
| | | | 6670-VP Admin Services | 4500-Other Supplies | 200 | |
| | | (Ca Ed Code) | | | | |
| 905 | F01 | 6720-Fiscal Operations | | 2390-Class-Short Term | | 5,636 |
| | | 6720-Fiscal Operations | | 4500-Other Supplies | | 2,900 |
| | | | 6720-Fiscal Operations | 2391-Instructional Overtime | 8,117 | |
| | | | 6720-Fiscal Operations | 5532-Bottled Water | 220 | |
| | | | 6720-Fiscal Operations | 5741-Credit Card Fees | 199 | |
| | | (To Cover Negative Balances) | | | | |
| 906 | F01 | 6720-Fiscal Operations | | 4500-Other Supplies | | 67 |
| | | | 6720-Fiscal Operations | 5741-Credit Card Fees | 67 | |
| | | (Election Costs) | | | | |
| 907 | F01 | 6720-Fiscal Operations | | 4500-Other Supplies | | 85 |
| | | | 6720-Fiscal Operations | 5741-Credit Card Fees | 85 | |
| | | (To Cover Credit Card Fees) | | | | |
| 909 | F01 | 6920-Child Development Center | | 1485-Academic-NI/NR | | 7,000 |
| | | | 6920-Child Development Center | 4300-Instructional Supplies | 7,000 | |
| | | (Account Clean Up) | | | | |
| 909 | F01 | 6920-Child Development Center | | 1485-Academic-NI/NR Benefits | | 800 |
| | | | 6920-Child Development Center | | 516 | |
| | | | 6920-Child Development Center | 4300-Instructional Supplies | 130 | |
| | | | 6920-Child Development Center | 5200-Travel/Conference-Instructional | 65 | |
| | | | 6920-Child Development Center | 4500-Other Supplies | 89 | |
| | | (Account Clean Up) | | | | |
| 911 | F01 | 6785-Datatel | | 4500-Other Supplies | | 2,000 |
| | | | 6785-Datatel | 5202-Travel/Conference-Admin | 2,000 | |
| | | (To Cover Travel) | | | | |

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 05/10/08 to 06/11/08

| Batch No. | Fund | Program | | Account | Amount | | |
|-----------|------|---|--|--|----------|---------------------------|----------------------------------|
| | | From: | To: | | Increase | Decrease | |
| 915 | F01 | 6595-Redevelopment Passthrough (Fire Alarm Repairs) | 6595-Redevelopment Passthrough | 6200-Buildings-New & Remodel 5640-Contracts-Repairs | | 1,000 | 1,000 |
| 917 | F01 | 0953-Computer Integ Design Graphics (To Cover Supplies & License Fees) | 0953-Computer Integ Design Graphics 0953-Computer Integ Design Graphics | 6400-New Equipment 4300-Instructional Supplies 5805-License Fees | | 1,000 5,000 | 6,000 |
| 919 | F01 | 5990-Undistributed Accounts (EMC Research) | 6770-Purchasing | 3900-Fringe Benefits-Budget Only 5840-Contracted Services | | 25,638 | 25,638 |
| 920 | F01 | 6670-VP-Administrative Services 6670-VP-Administrative Services 6670-VP-Administrative Services 6670-VP-Administrative Services 6670-VP-Administrative Services (To Cover Negative Balances) | 6670-VP-Administrative Services 6670-VP-Administrative Services 6670-VP-Administrative Services | 5300-Dues & Memberships 6400-New Equipment 5800-Contracts-County Schools 5275-Admin/Faculty Stipends 4510-Non Instructional Software 4500-Other Supplies 5202-Travel/Conference-Admin 5410-Property Insurance | | 819 2,779 429 | 644 393 20 2,800 170 |
| 921 | F01 | 6060-Dean-Vocational Programs (To Cover Negative Balances) | 6060-Dean-Vocational Programs 6060-Dean-Vocational Programs 6060-Dean-Vocational Programs | 5840-Contracted Services 2491-Instructional Overtime 3610-Workers Compensation 5202-Travel/Conference-Admin | | 102 40 764 | 906 |
| 932 | F01 | 6060-Dean-Vocational Programs (Computer) | 6060-Dean-Vocational Programs | 4300-Instructional Supplies 6405-Computers | | 2,000 | 2,000 |
| 936 | F01 | 4900-Interdisciplinary Studies 5990-Undistributed Accounts 5990-Undistributed Accounts (Debt Svc Pmt) | 0000-District Wide Holding Program | 1306-Teachers Salaries-Unit of Pay 1100-Teachers Salary-Regular 3900-Fringe Benefits-Budget Only 7141-Debt Retire-Int & Oth Svc Chrg | | 485,168 | 145,011 270,157 70,000 |
| 937 | F01 | 0700-Computer & Information Science (From CIS to Agriculture) | 0109-Agriculture 0109-Agriculture 0109-Agriculture | 5810-Advertising-Public Relations 6405-Computers 4300-Instructional Supplies 6400-New Equipment | | 4,719 1,005 6,240 | 11,964 |
| 939 | F01 | 1305-Child Development (To Cover Grant Exp.) | 1305-Child Development | 4300-Instructional Supplies 7500-Grants | | 1,848 | 1,848 |
| 940 | F01 | 1305-Child Development (For Instructional Supplies) | 1305-Child Development | Salaries & Benefits 4300-Instructional Supplies | | 1,000 | 1,000 |
| 951 | F01 | 6460-Financial Aid Admin 6460-Financial Aid Admin 6460-Financial Aid Admin (To Cover Negative Balances) | 6460-Financial Aid Admin 6460-Financial Aid Admin 6460-Financial Aid Admin 6460-Financial Aid Admin | 5630-Contracts-Rents & Leases 5300-Dues & Memberships 3920-Other Benefits-Non Instructional 4500-Other Supplies 5650-Contracts-Maint Agreements 5532-Bottled Water 3410-Health and Welfare | | 159 417 92 7,415 | 1,700 783 5,600 |

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 05/10/08 to 06/11/08

| Batch No. | Fund | Program | | Account | Amount | |
|------------------------------------|------|------------------------------------|----------------------------------|--|-----------|-----------|
| | | From: | To: | | Increase | Decrease |
| 954 | F01 | 0109-Agriculture | | 6400-New Equipment | | 1,980 |
| | | 0109-Agriculture | | 6405-Computers | | 2,147 |
| | | | 0109-Agriculture | 5805-License Fees | 610 | |
| | | | 0109-Agriculture | 4300-Instructional Supplies | 3,517 | |
| (To Cover Negative Balances) | | | | | | |
| 955 | F01 | 6050-Dir-Nursing | | 4510-Non Instructional-Software | | 79 |
| | | | 1203-RN Program | 5553-Hazardous Waste Disposal | 79 | |
| (Haz Waste) | | | | | | |
| 956 | F01 | 0000-District Wide Holding Program | | 8874-Enrollment | 464,644 | |
| | | 0000-District Wide Holding Program | | 8879-Student Records | 7,763 | |
| | | 0000-District Wide Holding Program | | 8880-Nonresident Tuition | 17,793 | |
| | | 0000-District Wide Holding Program | | 8894-District Recycling | 11,339 | |
| | | 0000-District Wide Holding Program | | 8899-Miscellaneous Income | 6,768 | |
| | | | 5990-Undistributed Accounts | 3900-Fringe Benefits-Budget Only | 508,307 | |
| (Increase Budgets to Actual) | | | | | | |
| 957 | F01 | 4900-Interdisciplinary Studies | | 1300-Teachers Salary-Hourly | | 1,378,208 |
| | | | 5990-Undistributed Accounts | 3900-Fringe Benefits-Budget Only | 1,378,208 | |
| (From Teachers Sal to Budget Only) | | | | | | |
| 958 | F01 | 5990-Undistributed Accounts | | 3900-Fringe Benefits-Budget Only | | 125,000 |
| | | | 0836-Athletics Department | Salaries | 70,000 | |
| | | | 4970-Teaching-Learning Center | Salaries | 10,000 | |
| | | | 1200-Health Services General | Salaries | 22,000 | |
| | | | 6421-DSPS FTES | Salaries | 3,000 | |
| | | | 5990-Undistributed Accounts | Salaries | 20,000 | |
| (For Mid-Year Hires) | | | | | | |
| 965 | F01 | 5990-Undistributed Accounts | | 3900-Fringe Benefits-Budget Only | | 6,000 |
| | | | 6530-Custodial Operations | 4500-Other Supplies | 6,000 | |
| (To Cover Negative Balance) | | | | | | |
| 966 | F01 | 0400-Biological Sciences | | 4300-Instructional Supplies | | 60 |
| | | | 0400-Biological Sciences | 5200-Travel/Conference - Instructional | 60 | |
| (To Cover Travel Exp.) | | | | | | |
| 967 | F01 | 6411-CARE | | 5201-Travel/Conference-Non Instruct | | 5,584 |
| | | | 6411-CARE | 4500-Other Supplies | 5,584 | |
| (For Supplies Exp.) | | | | | | |
| 967 | F01 | 1305-Child Development | | 4300-Instructional Supplies | | 863 |
| | | | 1305-Child Development | 5200-Travel/Conference-Instructional | 863 | |
| (To Cover Negative Balance) | | | | | | |
| 973 | F01 | 6787-Institutional Research | | 4500-Other Supplies | | 650 |
| | | | 6787-Institutional Research | 5805-License Fees | 650 | |
| (Renew Software License) | | | | | | |
| 981 | F01 | 0934-Electronics & Electric Tech | | 6400-New Equipment | | 1,500 |
| | | | 0934-Electronics & Electric Tech | 4300-Instructional Supplies | 1,500 | |
| (For Instructional Supplies Exp.) | | | | | | |
| 982 | F01 | 5990-Undistributed Accounts | | 3900-Fringe Benefits-Budget Only | | 63,600 |
| | | | 6790-Technical Svcs. | 5805-License Fees | 63,600 | |
| (For IT Licenses) | | | | | | |

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 05/10/08 to 06/11/08

| Batch No. | Fund | Program | | Account | Amount | |
|-----------|------|--|--|--|----------------|----------------------------------|
| | | From: | To: | | Increase | Decrease |
| 983 | F01 | 5990-Undistributed Accounts (Water Purchases) | 6570-Utilities | 3900-Fringe Benefits-Budget Only 5740-Assessment Fee | 83,320 | 83,320 |
| 984 | F01 | 1200-Health Services General (Transfer For Instruc Supplies) | 1200-Health Services General | 6400-New Equipment 4300-Instructional Supplies | 2,500 | 2,500 |
| 985 | F01 | 0934-Electronics & Electric Tech (For Travel Exp.) | 0934-Electronics & Electric Tech | 4300-Instructional Supplies 5200-Travel/Conference-Instructional | 420 | 420 |
| 989 | F01 | 6920-Child Development Center (For Instructional Supplies Exp.) | 6920-Child Development Center | 1485-Academic-NI/NR 4300-Instructional Supplies | 9,948 | 9,948 |
| 990 | F01 | 6200-Admissions & Registration (Fire Alarm Repair) | 6200-Admissions & Registration | 6200-Buildings-New & Remodel 5640-Contracts-Repairs | 1,000 | 1,000 |
| 993 | F01 | 4934-Basic Skills: All Disciplines (For Plaque Exp.) | 4934-Basic Skills:All Disciplines | 1480-Academic-NI/NR Counselors 5815-Plaques/Awards w/Engraving | 12,000 | 12,000 |
| 994 | F71 | 4934-Basic Skills: All Disciplines 4934-Basic Skills: All Disciplines 4934-Basic Skills: All Disciplines 4934-Basic Skills: All Disciplines (To Cover Negative Accounts) | 4934-Basic Skills: All Disciplines 4934-Basic Skills: All Disciplines | 6400-New Equipment 7500-Grants 7620-Other Services-Students 3900-Fringe Benefits-Budget Only 2480-Class-I/NR-Students 5815-Plaques/Awards w/Engraving | 9,797 3,000 | 3,740 2,000 1,260 9,150 |

Meeting Date: July 8, 2008

**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: Mary Pringle Mary Pringle

APPROVED BY: Robert Silverman RS

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, JULY 8, 2008**

| | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Dept Service | Student Cntr Fee |
|-------------------|--------------|-----------------|-------------------|--------------------|--------------|------------------|
| BATCH 981 | \$ 6,285.46 | | | | | |
| BATCH 981A | \$ 34,241.36 | | | | | |
| BATCH 982 | \$ 8,981.96 | | | | | |
| BATCH 982A | \$ 1,922.00 | | | | | |
| BATCH 983 | | | | \$496.76 | | |
| BATCH 984 | \$ 1,380.00 | | | | | |
| BATCH 985 | \$ 62,014.31 | | | | | |
| BATCH 986 | \$ 10,691.90 | | | | | |
| BATCH 987 | \$ 2,288.74 | | | | | |
| BATCH 987A | \$ 6,742.20 | | | | | |
| BATCH 988 | \$ 4,233.22 | | | | | |
| BATCH 989 | \$ 7,402.80 | | | | | |
| BATCH 990 | | | \$ 20,120.00 | | | |
| BATCH 991 | | | \$ 27,629.48 | | | |
| BATCH 992 | \$ 3,185.61 | | | | | |
| BATCH 993 VOIDED | | | | | | |
| BATCH 993A | | | \$ 17,306.81 | | | |
| BATCH 994 VOIDED | | | | | | |
| BATCH 994A | | | | | | \$37,826.46 |
| BATCH 995 | \$ 57,901.89 | | | | | |
| BATCH 996 | \$ 5,858.43 | | | | | |
| BATCH 997 | \$ 23,331.96 | | | | | |
| BATCH 998 | \$ 8,192.80 | | | | | |
| BATCH 998A | \$ 2,505.08 | | | | | |
| BATCH 999 | | | | \$753.60 | | |
| BATCH 1000 VOIDED | | | | | | |
| BATCH 100A | | | \$ 5,880.00 | | | |
| BATCH 1001 VOIDED | | | | | | |
| BATCH 1001A | \$ 30,000.00 | | | | | |
| BATCH 1002 | \$ 8,965.00 | | | | | |
| BATCH 1003 | \$ 23,531.57 | | | | | |
| BATCH 1004 | \$ 2,179.35 | | | | | |
| BATCH 1005 | \$ 1,221.00 | | | | | |
| BATCH 1006 VOIDED | | | | | | |
| BATCH 1006A | | | \$ 12,640.00 | | | |

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, JULY 8, 2008**

| | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Dept Service | Student Cntr Fee |
|-------------------|---------------|-----------------|-------------------|--------------------|--------------|------------------|
| BATCH 1007 | \$ 3,593.00 | | | | | |
| BATCH 1008 | \$ 5,300.49 | | | | | |
| BATCH 1009 | \$ 5,949.53 | | | | | |
| BATCH 1009A | \$ 100,514.59 | | | | | |
| BATCH 1010 | \$ 4,760.00 | | | | | |
| BATCH 1011 | \$ 2,705.80 | | | | | |
| BATCH 1011A | \$ 3,999.52 | | | | | |
| BATCH 1012 VOIDED | | | | | | |
| BATCH 1012A | \$ 10,781.14 | | | | | |
| BATCH 1013 | \$ 22,424.43 | | | | | |
| BATCH 1014 | | | \$ 8,534.48 | | | |
| BATCH 1014A | | | \$ 3,900.00 | | | |
| BATCH 1015 VOIDED | | | | | | |
| BATCH 1015A | | \$7,150.00 | | | | |
| BATCH 1016 | \$ 3,492.64 | | | | | |
| BATCH 1017 | \$ 2,082.01 | | | | | |
| BATCH 1018 | \$ 546.70 | | | | | |
| BATCH 1019 | | | \$ 765.31 | | | |
| BATCH 1020 | \$ 593.50 | | | | | |
| BATCH 1021 | | | \$ 20,812.50 | | | |
| BATCH 1021A | | | \$ 21,292.79 | | | |
| BATCH 1022 VOIDED | | | | | | |
| BATCH 1022A | | \$13,248.48 | | | | |
| BATCH 1023 | | \$649.48 | | | | |
| BATCH 1024 | \$ 2,538.21 | | | | | |
| BATCH 1025 | | | \$ 122.71 | | | |
| BATCH 1026 | | | | \$346.13 | | |
| BATCH 1027 | \$ 1,944.52 | | | | | |
| BATCH 1028 | \$ 3,034.22 | | | | | |
| BATCH 1029 | \$ 25,010.83 | | | | | |
| BATCH 1030 | | | \$ 12,712.87 | | | |
| BATCH 1031 | | | \$ 15,516.04 | | | |
| BATCH 1031A | | | \$ 249,991.04 | | | |
| BATCH 1032 | \$ 3,798.00 | | | | | |
| BATCH 1033 | | | \$ 146.48 | | | |
| BATCH 1034 | \$ 139.78 | | | | | |
| BATCH 1035 | \$ 8,182.24 | | | | | |

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, JULY 8, 2008**

| | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Dept Service | Student Cntr Fee |
|--------------------------------|---------------|-----------------|-------------------|--------------------|--------------|------------------|
| BATCH 1035A | \$ 1,764.00 | | | | | |
| BATCH 1036 | | | \$ 30,245.00 | | | |
| BATCH 1037 | \$ 8,800.00 | | | | | |
| BATCH 1038 | \$ 2,924.84 | | | | | |
| BATCH 1039 | \$ 6,218.08 | | | | | |
| BATCH 1040 | | | \$ 852.30 | | | |
| BATCH 1041 | | | \$ 7,713.51 | | | |
| BATCH 1042 VOIDED | | | | | | |
| BATCH 1042A | \$ 3,466.23 | | | | | |
| BATCH 1043 | \$ 584.99 | | | | | |
| BATCH 1044 | \$ 121.25 | | | | | |
| BATCH 1045 | | | \$ 46.30 | | | |
| BATCH 1046 | | | \$ 434.50 | | | |
| BATCH 1047 | | | \$ 16.16 | | | |
| BATCH 1048 | | | \$ 169.68 | | | |
| BATCH 1049 VOIDED | | | | | | |
| BATCH 1049A | \$ 638,484.94 | | | | | |
| BATCH 1050 | | | \$ 42,213.60 | | | |
| BATCH 1050A | | | \$ 1,361.70 | | | |
| BATCH 1051 | | | \$ 26,992.22 | | | |
| BATCH 1051A | | | \$ 37,841.02 | | | |
| BATCH 1052 VOIDED | | | | | | |
| BATCH 1052A | \$ 2,377.25 | | | | | |
| BATCH 1053 | \$ 228,734.87 | | | | | |
| BATCH 1054 | | | \$ 6,100.00 | | | |
| BATCH 1054A | | | \$ 5,400.00 | | | |
| BATCH 1055 | \$ 5,048.00 | | | | | |
| BATCH 1056 | \$ 1,000.00 | | | | | |
| BATCH 1057 CONTAINS NO PAYMENT | | | | | | |
| BATCH 1058 | \$ 9,193.13 | | | | | |
| BATCH 1058A | \$ 4,080.20 | | | | | |
| BATCH 1059 | \$ 3,511.19 | | | | | |
| BATCH 1059A | \$ 5,200.00 | | | | | |
| BATCH 1060 COTAINS NO BATCH | | | | | | |
| BATCH 1060A | | | \$ 187,417.19 | | | |
| BATCH 1061 | \$ 59,298.59 | | | | | |
| BATCH 1062 | | | \$ 29,261.11 | | | |
| BATCH 1062A | | | \$ 27,490.50 | | | |

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, JULY 8, 2008**

| | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Dept Service | Student Cntr Fee |
|-------------------|--------------|-----------------|-------------------|--------------------|--------------|------------------|
| BATCH 1063 | \$ 6,741.38 | | | | | |
| BATCH 1064 | \$ 26,850.70 | | | | | |
| BATCH 1064A | \$ 2,323.32 | | | | | |
| BATCH 1065 | \$ 1,898.92 | | | | | |
| BATCH 1066 | \$ 104.50 | | | | | |
| BATCH 1067 VOIDED | | | | | | |
| BATCH 1067A | \$ 2,371.07 | | | | | |
| BATCH 1068 | \$ 3,641.99 | | | | | |
| BATCH 1068A | \$ 4,688.36 | | | | | |
| BATCH 1069 | | | \$ 4,586.70 | | | |
| BATCH 1070 | \$ 1,006.05 | | | | | |
| BATCH 1071 | \$ 11,528.91 | | | | | |
| BATCH 1071A | \$ 1,930.50 | | | | | |
| BATCH 1072 | | | | | \$25.00 | |
| BATCH 1073 | | | \$ 21,675.50 | | | |
| BATCH 1074 | | | \$ 4,655.00 | | | |
| BATCH 1075 VOIDED | | | | | | |
| BATCH 1075A | | | \$ 17,325.12 | | | |
| BATCH 1076 | | | \$ 9,395.60 | | | |
| BATCH 1077 | | | \$ 32,286.05 | | | |
| BATCH 1077A | | | \$ 96,174.45 | | | |
| BATCH 1078 | \$ 9,622.35 | | | | | |
| BATCH 1079 | \$ 2,360.25 | | | | | |
| BATCH 1080 | | | \$ 154.00 | | | |
| BATCH 1081 | | | | | \$433.62 | |
| BATCH 1082 VOIDED | | | | | | |
| BATCH 1082A | \$ 66,911.00 | | | | | |
| BATCH 1083 | \$ 81.87 | | | | | |
| BATCH 1084 | \$ 3,299.00 | | | | | |
| BATCH 1085 | | | \$ 7,770.79 | | | |
| BATCH 1086 | \$ 68,071.56 | | | | | |
| BATCH 1087 | | | \$ 46,002.70 | | | |
| BATCH 1087A | | | \$ 136,766.37 | | | |
| BATCH 1088 | | | \$ 50,664.80 | | | |
| BATCH 1088A | | | \$ 63,798.35 | | | |
| BATCH 1089 | | | | \$ 115.00 | | |
| BATCH 1090 | | | \$ 25,110.20 | | | |

BOARD OF TRUSTEES MEETING, JULY 8, 2008

| | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Dept Service | Student Cntr Fee |
|-------------------|------------------------|--------------------|------------------------|--------------------|--------------|--------------------|
| BATCH 1090A | | | \$ 157,585.49 | | | |
| BATCH 1091 VOIDED | | | | | | |
| BATCH 1091A | \$ 25,505.31 | | | | | |
| BATCH 1092 | \$ 5,045.07 | | | | | |
| BATCH 1092A | \$ 1,505.71 | | | | | |
| BATCH 1093 | | | \$ 2,576.46 | | | |
| BATCH 1093A | | | \$ 4,074.56 | | | |
| BATCH 1094 | \$ 8,060.82 | | | | | |
| BATCH 1095 | | | | \$ 152.78 | | |
| TOTALS | \$ 1,758,803.99 | \$21,047.96 | \$ 1,501,527.44 | \$2,322.89 | | \$37,826.46 |

Meeting Date: July 8, 2008

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: INCREASE CONTRACT AMOUNT – BRICKLEY ENVIRONMENTAL

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Stephen R Garcia

APPROVED BY: Robert Silverman RS

Description/Background:

The district wishes to increase the contract amount with Brickley Environmental, originally board approved on February 12, 2008. Brickley Environmental was hired to remove asbestos containing material from the Auxiliary Gymnasium to prepare it for demolition. During the abatement process additional asbestos containing tiles were discovered and had to be removed, thus increasing the scope of work.

Copies of the original agreement and proposal for additional work are available for review in the Superintendent/President's office.

Need:

In order to proceed with the demolition of the Auxiliary Gymnasium, the State mandates that all asbestos containing material be removed from the building prior to demolition.

Recommended Action/Fiscal Impact: This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Brickley Environmental in the amount of \$1,160.00 – Fund 71 expenditure. (This project is partially State funded and a portion of this may be reimbursable through the State. Any portion that is not reimbursable has been previously budgeted.)

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 – GALE/JORDAN ASSOCIATES, INC.
SUBMITTED BY: Steve Garcia, Facilities Construction
RECOMMENDED BY: Steve Garcia Steph R Garcia
APPROVED BY: Robert Silverman RAS

Description/Background:

The district wishes to increase the contract amount with Gale/Jordan Associates, Inc., originally board approved on March 11, 2008. Gale/Jordan Associates, Inc. was hired to monitor the asbestos abatement process of the Auxiliary Gymnasium. During the abatement process additional asbestos containing tiles were discovered, creating a larger scope of work.

Copies of the original agreement and the proposal for additional work are available for review in the Superintendent/President's office.

Need:

In order to proceed with the demolition of the Auxiliary Gymnasium, the State mandates that all asbestos containing material be removed from the building prior to demolition. The district keeps ongoing records of air monitoring on all asbestos abatement projects for backup should any questions arise regarding the environmental safety of the work taking place.

Recommended Action/Fiscal Impact: This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Gale/Jordan Associates, Inc. in the amount of \$758.00 – Fund 71 expenditure. (This project is partially State funded and a portion of this may be reimbursable through the State. Any portion that is not reimbursable has been previously budgeted.)

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

gale/jordan associates, inc.

Environmental Management Services

June 17, 2008

Steve Garcia
Director of Facilities Construction
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92392-5849

Re: Proposal for Environmental Project Management and
Industrial Hygiene Services
Auxiliary Gym
g/ja Project No.CP08039
PO Number 089785

Dear Mr. Garcia:

gale/jordan associates, inc. has completed the above-referenced project. The project was completed in two shifts, on June 9 and 10, 2008. The original proposal, issued in January 2008, was for one shift. The scope of the project was revised to include abatement in both the office area and the roof. Please authorize the following additional costs for the project:

| | | |
|------------------------------------|------------------------|--------------|
| Project Management | 1 hour x \$95/hour | \$95 |
| IH on-site | 8 hours x \$75/hour | 600 |
| Travel | 210 miles x \$.30/each | 63 |
| Total additional shift cost | | \$758 |

Thank you for your consideration.

Sincerely,

Thomas A. Jordan
gale/jordan associates, inc.

Digitally signed by Thomas A. Jordan
DN: cn=Thomas A. Jordan, c=US,
o=gale/jordan associates, inc.,
email=tpjordan@galejordan.com,
Date: 2008.06.17 10:37:36 -0700

Thomas A. Jordan
Corporate Vice President
Cal/OSHA Certified Asbestos Consultant
No. 02-0208, Expiration: 7/27/09
P08013A

3858 Carson Street, Suite 200, Torrance, CA 90503 ♦ TEL (310) 316-4377 ♦ FAX (310) 316-4558



Robert M. Silverman
Victor Valley College

6/18/08
Date

gale/jordan associates, inc.

Environmental Management Services

January 17, 2008

Steve Garcia
Director of Facilities Construction
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92392-5849

Re: Proposal for Environmental Project Management and
Industrial Hygiene Services
Auxiliary Gym

Dear Mr. Garcia:

Pursuant to your request, the following is gale/jordan associates, inc.'s (g/ja's) proposal for the above referenced project.

Project Management/Industrial Hygiene Services

g/ja will review the abatement contractor's submittal package for accuracy and completeness, requesting changes as appropriate.

It is assumed that the work will be scheduled in a single 8-hour shift. g/ja will be on-site during the work, monitoring the contractor's work, visually approving containment set-ups prior to removal, and visually approving the completion of the removal job prior to final clearance. Contractor paperwork, required postings, respiratory protection and worker health and safety will be reviewed by g/ja. g/ja will communicate with the client and the contractor in regards to job progress, changes in scheduling and the scope of work.

g/ja will perform air monitoring prior to the start of removal to establish baseline airborne fiber concentrations. Personal air monitoring will be performed by the contractor. Final clearance will be performed at the conclusion of abatement in each work area. Air samples will be analyzed by Phase Contrast Microscopy (PCM) on-site by a g/ja microscopist who is certified in NIOSH 582. g/ja's written closeout report will include air sampling results, job log, and other project-related information.

S. Garcia
January 17, 2008
Page Two

Estimated Project Cost

| | | |
|-----------------------------|------------------------|--------------|
| Project Management | 1 hour x \$95/hour | \$95 |
| IH on-site | 8 hours x \$75/hour | 600 |
| Report | Flat fee | 200 |
| Travel | 210 miles x \$.30/each | 63 |
| Total Estimated Cost | | \$958 |

NOTE: If required, additional hours will be billed at the above rates. Clerical services, as needed will be billed at \$45/hour. Holiday and weekend hours will be billed at 1.5 x the normal rate.

Thank you for the opportunity to provide this proposal. Please contact this office if you have questions or require additional information.

Sincerely,

Thomas

A. Jordan

gale/jordan associates, inc.

Thomas A. Jordan

Corporate Vice President

Cal/OSHA Certified Asbestos Consultant

No. 02-0208, Expiration: 7/27/08

Digitally signed by Thomas A. Jordan
DN: cn=Thomas A. Jordan, c=US,
o=gale/jordan associates, inc.,
email=jordan@galejordan.com
Date: 2008.01.17.13:08:12 -0800

AUTHORIZATION TO PROCEED

By signing below, I affirm that I am authorized to represent Victor Valley College and that I hereby authorize gale/jordan associates, inc. to proceed with the environmental services as described above:

Signed and Printed:



Dated: _____

2/8/08

P08013

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

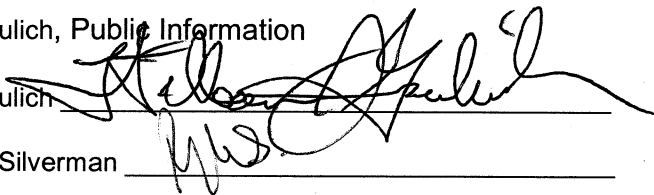
BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – JOURNAL COMMUNICATIONS

SUBMITTED BY: Bill Greulich, Public Information

RECOMMENDED BY: Bill Greulich

APPROVED BY: Robert Silverman



Description/Background:

The district wishes to enter into an agreement with Journal Communications. Journal Communications produces multi-media marketing for the Victor Valley that includes the publication "Images". This campaign targets newcomers to community businesses. It offers a hard copy and a virtual magazine available through city and county website links.

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

Need:

Done in conjunction with the Chamber of Commerce and the city of Victorville, this partnership targets new residents and potential students.

Recommended Action/Fiscal Impact: This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Journal Communications in the amount of \$630.00 – from the Public Information Office advertising budget.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

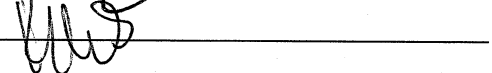
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – IDEARC MEDIA

SUBMITTED BY: Bill Greulich, Public Information

RECOMMENDED BY: Bill Greulich 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to enter into an agreement with Idearc Media for the college phone listing and advertising in the yellow and white pages of the Verizon phone directory. This agreement includes individual listings, advertising, yellow page special features, as well as listing in the online phone directory.

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

Need:

This agreement is renewed annually to have the college listed and advertised in the local phone directory and online.

Recommended Action/Fiscal Impact: This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Idearc Media in the amount of \$1,380.40 per month for a total of \$16,564.80 – from the Public Information Office advertising budget.

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: OUTSIDE CONTRACTOR FEES

SUBMITTED BY: Robert Silverman

APPROVED BY: Robert Silverman  _____

Description/Background:

Before the RFP was awarded, the President's Office needed legal advice and the following on-going charges accrued:

Liebert Cassidy & Whitmore: \$415.90

Need: The services of outside contractors are required for ongoing legal issues, including discussions between district attorneys and CSEA attorneys.

Fiscal Impact: \$415.90

Recommended Action: It is recommended that the board approve payment of the fees listed.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: July 8, 2008

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: Claims Administration Services Agreement

SUBMITTED BY: Lael Willingham, Human Resources

RECOMMENDED BY: Rocio Chavez Rocio Chavez

APPROVED BY: Robert Silverman RS

Description/Background:

The district wishes to enter into an agreement with Keenan & Associates for the vendor to provide property and casualty claims administration services to the district for the 2008-2009 fiscal year. Keenan is a specialty insurance service provider with expertise in providing these services to California school districts and municipalities. These services include administrative claims files, adjustment and investigative services

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

Need:

The district maintains a liability insurance program to protect itself against claims and losses arising out of its day to day operations. The vendor provides administrative claims management for this program at a competitive rate, in conjunction with the district's membership in the Statewide Association of Community Colleges (SWACC) Joint Powers Authority. The fee for this year is the same amount charged as for 07-08.

Fiscal Impact:

Annual Minimum Fee: \$4,000.00

Annual Maximum Fee: \$14,000.00

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Keenan & Associates for Claims Administration Services for the 2008-2009 fiscal year.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**PROPERTY AND CASUALTY
CLAIMS ADMINISTRATION SERVICES AGREEMENT**

This **Property and Casualty Claims Administration Agreement** ("Agreement") is made and entered into by and between **Victor Valley Community College District** ("Client") and **Keenan & Associates** ("Keenan"), as of July 1, 2008 ("Effective Date"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**

The term of this Agreement is from July 1, 2008 through June 30, 2009 ("Term"). Upon expiration of the Term, Client shall have an option to renew for two (2) additional one (1) year terms.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

- | | |
|--|-------------------------------------|
| Exhibit A-1 – Administrative Services | <input checked="" type="checkbox"/> |
| Exhibit A-2 – Adjustment Services | <input checked="" type="checkbox"/> |
| Exhibit A-3 – Investigative Services | <input checked="" type="checkbox"/> |
| Exhibit A-4 – Additional Investigative Services | <input checked="" type="checkbox"/> |

B. The Claims that are covered by this Agreement include all currently open claims and those accidents, incidents or claims reported to Keenan in writing on or after the effective date of this Agreement for which Client has financial responsibility as part of the coverage or insurance (the "Coverage") provided by the Insurance Policy or Memorandum of Coverage issued by Statewide Association of Community Colleges. Such claims shall be referred to hereafter as "Claims."

C. Keenan shall perform its obligations hereunder as an independent contractor and, except as specifically set forth in this Agreement, shall not be an employee, officer, agent or fiduciary of Client. Keenan shall be responsible for, and pay all of, its operating and personnel expenses.

D. Keenan's services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement.

E. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

- A. Client shall retain final authority and responsibility to approve the resolution of all Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.
- C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.
- D. If a trust account is open by Keenan on behalf of the Client, Client agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount equivalent to an average Claims cost of the previous 3 months, to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client and invoice the Client for any deficiencies in the minimum balance of the trust account if Claims exceed the account balance. Such invoices are due and payable upon presentation and Client agrees to promptly provide any applicable reimbursements to Keenan.
- E. Client acknowledges and agrees that Keenan will use its discretion in its role as Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted in willful misconduct or in a manner that was grossly negligent.
- F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Claims Services.

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- i. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;
- ii. General Liability: Coverage (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- iii. Errors and Omissions: Coverage with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's gross negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION ON LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

- A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representative of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other arbitration procedures as may be agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers.
- B. Arbitration shall be before a single arbitrator in the County of Los Angeles, California. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.
- C. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

9. **TERMINATION**

- A. This Agreement may be terminated upon the occurrence of any of the following events:
- i. By either party upon the dissolution or insolvency of either party;
 - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
 - iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to

conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party;

B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.

C. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. **DISPOSITION OF FILES:**

A. All files on each Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.

B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. **SOLICITATION OF EMPLOYEES**

Throughout the term of this Agreement and for one year following the termination date, Client shall not, without Keenan's prior written approval, solicit or employ directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any then-current Keenan employee, contractor or consultant who performed work for Client under this Agreement.

12. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. **OTHER RELATIONSHIPS**

A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing

similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.

- B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Claims administration, investigative services, financial processing and other related services.
- C. In the event a Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Claim, and Keenan shall assist the Client in obtaining such service.

14. **GENERAL**

- A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 14 shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.
- C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department

- I. This Agreement may be executed in counterparts and by fax signatures.

- J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

| <u>Victor Valley Community College District</u> | | <u>Keenan & Associates</u> | |
|--|--|---------------------------------------|---|
| <u>Signature:</u> | | <u>Signature:</u> | |
| <u>By:</u> | | <u>By:</u> | Steven V. Moccardini |
| <u>Title:</u> | | <u>Title:</u> | Vice President |
| <u>Address:</u> | | <u>Address:</u> | 2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501 |
| <u>Telephone:</u> | | <u>Telephone:</u> | (310) 212-0363 ext. 2624 |
| <u>Fax:</u> | | <u>Fax:</u> | (310) 212-0300 |
| <u>Attention:</u> | | <u>Attention:</u> | Suzanne Trowbridge |
| <u>Date:</u> | | <u>Date:</u> | |

EXHIBIT A-1
ADMINISTRATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following administrative services:
 - A. Provide Client a tabulated Monthly Status Report on all active Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Claim, the payments during the month and the reserve status.
 - B. If requested by Client, Keenan shall establish a trust account from which Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.
 - C. Provide for the payment of Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.

EXHIBIT A-2
ADJUSTMENT SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:
 - A. The maintenance of a file on each Claim reported to Keenan.
 - B. Periodic review and adjustment of reserves on all open Claims.
 - C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.
 - D. Investigate, evaluate and adjust all Claims by a covered party in accordance with the terms of the Coverage.
 - E. Notification of Client's primary and excess coverage providers of all Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Claims and seek reimbursements for loss in excess of retention or deductible.
 - F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the Memorandum of Coverage or Insurance Policy" and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.
 - G. Recommendation of rejection of Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.
 - H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Claims.
 - I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.

EXHIBIT A-3
INVESTIGATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:
 - A. Receipt and examination of all reports of Claims.
 - B. Initiate investigation through in-house review of Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.
 - C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.
 - D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.
2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Claim under investigation.

EXHIBIT A-4
ADDITIONAL INVESTIGATIVE SERVICES

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:
 - (1) Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, "Additional Investigative Services").
2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.
3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan; provided that the rates charged by Keenan employees or affiliates shall be at market rates.

**EXHIBIT B
COMPENSATION**

1. In consideration for the services rendered under subsections Exhibits A, Client agrees to pay Keenan fees calculated as follows:

A. For the period July 1, 2008 through June 30, 2009

| | |
|------------------------------|------------------------|
| V.P./A.V.P./Claims Manager - | \$ 90.00 per hour |
| Senior Claims Examiner - | \$ 85.00 per hour |
| Claims Examiner - | \$ 75.00 per hour |
| Expenses - | 42% of hourly billings |
| Minimum per file charge - | One hour |
| Annual Minimum fee | \$ 4,000.00 |
| Annual Maximum fee | \$14,000.00 |

2. The annual minimum fee is due and payable on July 1. Additional fees in excess of the annual minimum, if any, are due and payable quarterly upon presentation of the Keenan invoice.
3. Keenan's annual maximum service fees are based upon a member retained limit ("MRL") of \$5,000 for Property and \$25,000 for Liability. If at any time during the term of this Agreement the MRL is increased, Keenan's annual maximum fee all remaining contract years will be recalculated, taking into consideration the revised MRL. Keenan's revised fees will go into effect on the effective date of the revised MRL.


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: NEW CLASSIFIED POSITION AND JOB DESCRIPTION—LEAD SYSTEMS PROGRAMMER/ANALYST

SUBMITTED BY: Virginia Moran 

RECOMMENDED BY: Rocio Chavez 

APPROVED BY: Robert Silverman 

Description/Background:

The college has been using a consultant for Datatel questions, and the contract expired June 30, 2008. Rather than renew the contract, the district is creating a position that will enable the college to accomplish this work.

The recommended salary placement is Level 16 of the current classified salary schedule.

Need: A current job description containing the duties that are being performed is needed.

Fiscal Impact: \$5515/month plus benefits

Recommended Action: It is recommended that the Board of Trustees approve the new job description and placement on the classified salary schedule as listed.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE

CLASS TITLE: LEAD SYSTEMS PROGRAMMER/ANALYST

FLSA STATUS: NONEXEMPT

BASIC FUNCTIONS:

Under general supervision of area administrator, perform the programming, design, and development of District's student and other information systems, as needed; provide analysis and develop complex programming criteria; work closely with users to provide highly complex technical expertise; provide work direction to staff as assigned.

DISTINGUISHING CHARACTERISTICS:

The Lead Programmer/Analyst classification is distinguished from the Senior Systems Analyst and Senior Programmer/Software Developer classifications by its responsibility for complex system studies and coordinating the programming function. Incumbents in the Lead Programmer/Analyst classification are experts in sophisticated systems analysis techniques, including quantitative analysis in Datatel's Colleague, WebAdvisor and/or related systems.

REPRESENTATIVE DUTIES:

Act as lead programmer analyst for District's student information systems, including but not limited to Datatel's Colleague and all its modules. *E*

Develop complex technical solutions that include the design, development, coding, testing, and ongoing support of programs to serve a variety of data management purposes. *E*

Coordinate projects by organizing resources and monitoring progress to completion. *E*

Analyze and correct problems with programs written by vendors or other programmers; contacts vendors for support as needed; monitors patches. *E*

Maintain accuracy and integrity of data for meeting mandated reporting requirements, including but not limited to State MIS and CCFS 320; document applicable procedures and collaborate with others to ensure any problems are diagnosed and corrected. *E*

Research and evaluate information and procedures; perform feasibility studies and determine cost of applications. *E*

Design, modify, debug and document new or existing systems used by District users; define input/output data relationships and operations. *E*

Provide direction and support in the development of computer operation procedures for new or revised computer applications, and assure proper implementation. *E*

Query District's various databases to assist users and provide information, as requested. *E*

Lead Systems Programmer/Analyst (Continued)

Make recommendations to area administrator for assigning work to MIS staff. *E*

Assist with and monitor budgets in coordination with supervisor; collect and compile statistical and financial data and other information for special and periodical reports, as required. *E*

Participate in planning for implementation of new and existing systems, including developing specifications for writing new programs, training staff, and guiding the development of such programs. *E*

Stay abreast of advances in technology and keep current on relevant technology changes. *E*

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Datatel's Colleague and WebAdvisor or similar systems, including but not limited to their development and administration and Envision CASE Toolkit.

Structured programming skills, including program testing and debugging techniques.

Analysis of business processes, as they relate to the use of software.

Principles and practices of training.

At least three of the following: SQL, XML, HTML, C++, PERL, UNIX scripts, Java and C Sharp.

Principles and methods of system analysis and program design.

Methods of analyzing cost effectiveness and work flow.

AIX operating system or related system.

Microsoft Office products, including Microsoft Office Suite and Windows operating systems.

ABILITY TO:

Provide technical direction and assistance to users.

Guide a software design project from inception to implementation, including the design of the system and providing leadership and guidance to MIS staff.

Study, identify, and resolve complex operational problems; develop and revise computer systems applications.

Adapt to changing technologies and learn functionality of new equipment and systems.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with students, faculty, staff, external agencies and the general public, including those from diverse academic, socioeconomic cultural, ethnic and disability backgrounds.

Serve effectively and in a collegial manner on various teams or committees.

Substantiate computer literacy and working knowledge of Datatel or similar system, with experience in the R18 release of Colleague or similar resource planning solution.

Demonstrate the development and support of multiple projects that involve systems analysis, design, implementation, testing, documentation, and training.

Lead Systems Programmer/Analyst (Continued)

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree from an accredited institution in business information science, computer science or related field, and five years experience with Datatel's Colleague or similar systems, including two years experience as a Programmer/Analyst working with database structure, Unidata, Unibasic, Uniquery, Java/C#, Datatel's Colleague Envision toolkit.

Programming certifications preferred.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

Disclosure:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Normal Office Environment:

While performing the duties of this job the employee is regularly required to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination, including use of a computer keyboard and to verbally communicate to exchange information; to see in the normal visual range with or without correction, sufficient to read computer screens and printed documents; to hear in the normal audio range with or without correction.

Availability during weekends, evening and non-operational hours for maintenance, troubleshooting and repairs may be necessary.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT, COMMUNITY COLLEGE SEARCH SERVICES

SUBMITTED BY: Rocio Chavez _____

RECOMMENDED BY: Rocio Chavez *Rocio Chavez* _____

APPROVED BY: Robert Silverman *RS* _____

Description/Background:

The district requests approval of the agreement with Community College Search Services to employ an interim Deputy Superintendent/Executive Vice President. A copy of the original agreement is available for review in the Superintendent/President's office.

Need: Approval of the agreement with Community College Search Services is needed to employ an interim Deputy Superintendent/Executive Vice President.

Fiscal Impact: \$1547/month

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Community College Search Services to employ an interim Deputy Superintendent/Executive Vice President, 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: NEW CLASSIFIED POSITION AND JOB DESCRIPTION—
CURRICULUM & SCHEDULING COORDINATOR

SUBMITTED BY: Marianne Tortorici _____

RECOMMENDED BY: Rocio Chavez *Rocio Chavez* _____

APPROVED BY: Robert Silverman *RS* _____

Description/Background:

With the departure of the vice president of Instruction and the coordinator of curriculum and scheduling, a review of the job description for the coordinator of curriculum and scheduling was undertaken. The attached new job description is more germane to the duties that are being performed.

The recommended salary placement is Level 14 of the current classified salary schedule.

Need: A current job description containing the duties that are being performed is needed.

Fiscal Impact: \$4310/month plus benefits

Recommended Action: It is recommended that the Board of Trustees approve the new job description and placement on the classified salary schedule as listed.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES ___ X ___ NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: CURRICULUM & SCHEDULING COORDINATOR

FLSA STATUS: NONEXEMPT

BASIC FUNCTION:

Under the direction of an area administrator, plan coordinate and perform complex and specialized duties to develop the District's master schedule of classes and annual course catalog; perform quality assurance processes to ensure accuracy of data in the master schedule; maintain and update the master curriculum database; work closely with deans, faculty and other staff on scheduling processes and procedures and the resolution of problems; serve as a lead resource regarding District-wide curriculum maintenance and coordination, providing support for all curriculum reviews and approval processes.

REPRESENTATIVE DUTIES:

Coordinate, develop and publish the production calendar for building the schedule of classes each semester with key departments; distribute accordingly. *E*

Provide training and technical assistance to District staff, related to the scheduling process. *E*

Organize and perform a variety of advanced specialized duties to coordinate the development and preparation of the class schedules with instructional areas to ensure the timely development of accurate information to be in compliance with District and government regulations. *E*

Using main frame programs, and applicable software, create and distribute schedule worksheets for new term for review and revision by deans and department heads; following data entry, run validation reports to identify and resolve any worksheet or data entry errors; prepare final printer's proof of the master schedule and audit for completeness and accuracy; obtain final review comments from department heads, deans and others, proofread and submit final proof for printing and publication. *E*

Generate instructor assignment reports, calculate and monitor faculty workload limitations and reassigned time based on current bargaining agreement limits. Prepare faculty annual overload report. Prepare and monitors full-time faculty winter and/or summer teaching assignments and submit list to Human Resources to prepare contracts. *E*

Ensure the quality and accuracy of data in the master schedule file; run periodic validation reports as a result of additions and changes to classes throughout the semester; have newly added classes and changes posted to the website. *E*

Review recommendations for instructional assignments and related documents for accuracy and enter applicable information in database. *E*

Coordinate activities and communications related to the start of each semester, including but not limited to faculty contracts, time sheets, class additions, cancellations, room changes. *E*

Update and maintain the master curriculum catalog course files in Datatel; code new courses for entry in the database; update the database with all new and modified courses approved by the Curriculum Committee; update, revise and delete data associated with courses such as prerequisites/co-requisites, units, course descriptions and other data codes; assure accuracy and compliance with District and state regulations. *E*

Provides technical support and assist in creating, updating and printing course outlines from CurricUNET or similar system; document and update the status of outlines from pending to adopted; reviews and ensure the accuracy of course outlines. *E*

Provide support for the Curriculum Committee; prepare and distributes agendas for committee meetings; attend meetings, take notes, prepare reports for consideration by the Board of Trustees; enter approved courses and course changes in Datatel. *E*

Coordinate, develop and publish the production calendar for building the annual course catalog for the college; distribute sections of the catalog to relevant departments for review and updating; update catalog descriptions and distribute course extracts for review by all departments; edit and prepare catalog copy for submission to typesetter; review galley proofs from print shop and authorize print production. *E*

Coordinate activities with informational technical areas to update data, programs and generate specialized reports for submission to the Chancellor's office. *E*

Work with Admissions, Registration and Records in resolving registration problems and provide up-to-date information on curriculum, certificate and degree changes and new or revised codes.

Serve as a liaison between assigned administrator and staff, faculty, students, representatives of community and state agencies, general public and other district officials; obtain and provide information regarding District programs, services, policies, procedures, regulations and requirements; assist in resolving questions and issues as appropriate. *E*

Establish and maintain effective working relationships and communications with instructional areas, faculty and staff to facilitate coordination of schedule and catalog. *E*

Maintain, update and organize a variety of records, logs, files, and reports, including information of a confidential nature; maintain confidentiality of information related to District, personnel, students, collective bargaining, adjunct priority hire or controversial matters. *E*

Train and provide work direction to assigned staff. *E*

Perform a variety of department support duties; answer phones; provide information regarding programs, services and requirements; interpret and apply rules and regulations as appropriate; assist in resolving questions and issues as appropriate.

Perform administrative and clerical support duties including preparing a variety of correspondence; facilitating communication between supervisor, staff and public; receiving and opening mail; and ordering and maintaining materials and supplies as needed.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Operations, organization, policies and objectives regarding curricula and instructional programs in a community college setting or similar environment.

Program, budget and other related laws and regulations by the State Chancellor's Office and county agencies.

Title V, State Education Code and other applicable laws, codes and regulations.

Class scheduling procedures, including procedures and limitations on the assignment of faculty loads.

Datatel Student System or similar.

CurricUNET Curriculum Management System or similar.

Oral and written communication skills.

Interpersonal skills using sensitivity, tact, patience and courtesy.

Operation of personal computer, software applications and other office equipment.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Telephone techniques and etiquette.

ABILITY TO:

Perform advanced specialized duties to coordinate, communicate and process District programs.

Read, interpret, apply and explain rules, regulations, policies and procedures.

Perform administrative clerical support duties.

Collect and compile statistical data for reports.

Prepare and maintain a variety of correspondence, reports, records, files, logs, spreadsheets, lists, flyers and media presentations.

Work confidentially with discretion.

Analyze situations correctly and adopt effective course of action.

Attend and participate in a variety of committees, councils and events.

Operate a personal computer to enter data, maintain records and generate reports.

Plan and organize work.

Establish and maintain cooperative and effective working relationships with others, including those from diverse academic, socioeconomic, cultural, ethnic and disability backgrounds.

Work independently with little direction.

Maintain current knowledge of programs, rules, regulations, requirements and restrictions.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Associate's degree in business, secretarial science or related subjects, five years increasingly responsible administrative support or complex secretarial experience or other related experience.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

Disclosure:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Normal Office Environment:

While performing the duties of this job the employee is required to use fingers and hands to operate a computer keyboard; occasionally lift up to 25 pounds; see to operate a vehicle to attend off-campus meeting and visit businesses; speak and hear to communicate and make presentations.

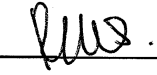
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

| | | |
|----------------------|----------|---|
| BOARD CONSENT | X | BOARD ACTION ___ BOARD INFORMATION (no action required) ___ |
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TOPIC: NEW MANAGEMENT POSITION AND JOB DESCRIPTION—
EXECUTIVE DEAN, TECHNOLOGY & INFORMATION SYSTEMS

SUBMITTED BY: Virginia Moran 

RECOMMENDED BY: Rocio Chavez 

APPROVED BY: Robert Silverman 

Description/Background:

Based on the updated organizational structure, a new job description for the Executive Dean, Technology & Information Systems was developed.

Need: A new job description containing duties and areas of responsibility is needed.

Fiscal Impact: None

Recommended Action: It is recommended that the Board of Trustees approve the new job description as listed.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES ___ X ___ NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: EXECUTIVE DEAN, TECHNOLOGY & INFORMATION SYSTEMS (Chief Information Officer)

BASIC FUNTION:

Under the direction of the Superintendent/President, serve as the chief information officer for the District by providing operational leadership, direction and management for computing services, including network operations, management information systems, infrastructure configuration, personal computing/training, telephony, technology analysis and implementation; supervise information technology, management information systems, and helpdesk staff, and provide leadership, oversight and support for District technology services. Responsible for assuring timely and accurate departmental budgeting and management; timely and accurate submission of management information system reporting to the System Office; infrastructure and quality of service for voice, data and video applications; administrative helpdesk and training oversight; district desktop computing hardware and software; hiring, training and evaluating personnel as assigned. Develop goals and objectives to improve technology and information systems across campus.

REPRESENTATIVE DUTIES

Direct and coordinate the management and operation of shared information systems infrastructure, including academic and administrative computing and campus data network systems. *E*

Set priorities, initiate new projects, and issue directives regarding information systems services, policies and procedures. *E*

Direct continuing review of present systems and methods and formulation of new and revised systems, examining techniques in use and determining appropriate changes to effect improvements, reduce costs, and enhance efficiency. *E*

Maintain professional contacts and work with other educational institutions, research bodies, equipment manufacturers, computing centers, vendors, and professional organizations concerning computer applications, software, hardware systems and equipment. *E*

Plan, develop, implement and maintain District voice over IP telephone systems, data, video communications and other related systems. *E*

Provide guidance and counsel to administrators in examination and definition of objectives for existing or proposed systems and in design of improved systems. *E*

Write technical requests for information and requests for proposals for leading edge technologies; evaluate proposals and negotiates contracts for equipment and systems. *E*

Maintain currency of knowledge with respect to relevant state-of-the-art technology, equipment, and/or systems. *E*

Develop and prepare short-range and long-range plans and communicate them to others regarding hardware, software, staff and facilities for the Technology & Information Systems division. *E*

Develop, recommend, monitor and manage information technology operations and related budgets; perform periodic cost of productivity analyses. *E*

Provide overall direction for software systems analysis, design, development or procurement and implementation. *E*

Supervise, hire and evaluate staff, as assigned; provide information and job training to staff members regarding policy, procedures and objectives. Design, establish, and maintain an organizational structure and staffing to effectively accomplish the organization's goals and objectives. *E*

Generate and promote standards in the procurement of hardware and software as well as departmental processes and procedures. *E*

Review current systems and perform needs assessment interviews and analysis; ensure the development and maintenance of system-wide documentation; consult with and focus others in the procurement of information technology and protect systems capabilities. *E*

Work with other administrators and managers on computer-related projects; coordinate all information technology and related training efforts. *E*

Represent the District at meetings with the State Chancellor's Office to provide input and receive information on State systems; act as chief information services officer for the District and assume primary responsibility for data flow to the State Chancellor's Office. *E*

Serve as administrative advocate for the Technology Committee; serve on other shared governance committees as assigned; report on the status of current projects. *E*

Perform related duties as assigned..

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Current technological developments/trends in area of expertise.

Knowledge of current and developing Information Technology requirements of a higher education institution.

Faculty and/or staff hiring procedures.

Employee development and performance management skills.

Financial/business analytical techniques.

ABILITY TO:

Foster a cooperative work environment.

Demonstrate strong interpersonal and communication skills.

Establish and maintain effective working relationships with a wide variety of groups and individuals, including district administrators, members of the board, employee group representatives, members of the public, and representatives of other public agencies.

Supervise and train employees, to include organizing, prioritizing, and scheduling work assignments.

Initiate and direct technical projects in support of strategic and operational goals.

Demonstrate skill in budget preparation and fiscal management.

Coordinate and integrate computer systems development, enhancement and modifications from an overall Information Technology perspective.

Strategic planning skills.

Demonstrate skill in organizing resources and establishing priorities.

Identify and secure alternative funding/revenue sources.

Provide strategic guidance and counsel to administration in the assessment and development of existing and/or proposed systems.

Develop requests for and evaluate proposals in reference to leading-edge Information technology.

Negotiate contractual arrangements for the provision of computer technology.

Sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

EDUCATION AND EXPERIENCE

Any combination equivalent to a master's degree and at least three (3) full years of comparable experience.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

Disclosure:


The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Normal Office Environment:

While performing the duties of this job the employee is regularly required to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination, including use of a computer keyboard and to verbally communicate to exchange information; to see in the normal visual range with or without correction, sufficient to read computer screens and printed documents; to hear in the normal audio range with or without correction.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: Agreement – CPR 4 LIFE, Inc.
SUBMITTED BY: Janet A. Long, TRIO Programs - Student Services
RECOMMENDED BY: Marianne Tortorici
APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to ratify an agreement with CPR 4 LIFE, Inc. Date of service: June 11, 2008.

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

Need:

The above ratified agreement was necessary to provide CPR and First Aid training for the Upward Bound and Upward Bound Math & Science Summer Academy staff.

Fiscal Impact: Upward Bound and Upward Bound Math & Science Grants budgeted item not to exceed \$900.00

Recommended Action: This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees ratify the agreement with CPR 4 LIFE, Inc.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO



**Contract Education Services
18422 Bear Valley Rd.
Victorville, CA 92395
(760) 245 4271 ext. 2471**

**LETTER OF AGREEMENT BETWEEN LEARN CPR 4 LIFE
AND VICTOR VALLEY COLLEGE DISTRICT**

This agreement is made and entered into on June 17, 2008 between VICTOR VALLEY COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "VVCD"), and Learn CPR 4 Life, hereinafter referred to as "CONTRACTOR", at 7347 Hastings Avenue, Hesperia, CA 92345.

Whereas, VVCD desires to secure the instructional services of CONTRACTOR for the class(es) or event(s) identified herein;

Now, therefore VVCD and CONTRACTOR, agree as follows:

1. The period of this agreement shall be during the duration of June 11, 2008.
2. Name and description of class(es) or event(s) to be instructed by CONTRACTOR:

CPR/First Aid

This course includes instruction on CPR for adult, child and infant; choking; recognition, prevention and treatment of cardiopulmonary emergencies and stroke; education on bloodborne pathogens; and use of barrier devices. **(Not for health-care professionals.)** First aid includes instruction on recognizing the signs and symptoms of sudden illness or injury, and how to respond while maintaining your own safety. It also covers controlling of bleeding, treating victims for shock as well as many other emergency situations encountered by rescuers every day. It discusses what is needed to prepare for a medical emergency.

3. The location of classes will be at Victor Valley College, Student Activities Center
4. CONTRACTOR'S agreement with VVCD is to apply the registration fee for CPR/First Aid Workshop at \$45 per student for each class estimated (\$900) during the duration of this contract.
5. CONTRACTOR understands and agrees that he/she and all of his/her employees are not employees of VVCD and are not entitled to benefits of any kind or nature normally provided employees of the VVCD and /or to which VVCD employees are normally entitled, including, but not limited to State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility of payment of all federal, state and local taxes or contributions including Unemployment Insurance, Social Security and Income Taxes with respect to CONTRACTOR'S employees.

6. CONTRACTOR agrees that if any workshops are altered in anyway from what is currently listed in the schedule, causing a decrease in registration, VVCD may cancel this agreement and will provide CONTRACTOR with a 30 day written notice.
7. This agreement may be terminated by VVCD no less than five (5) business days before start of program if there is not a minimum of 10 paid participants (exceptions can apply). No fees will be paid on canceled workshops. Continues cancelled workshops might not be considered for the next upcoming term depending on VVCD discretion.
8. Neither party shall assign this Agreement or any other part thereof without the written consent of the other party.
9. CONTRACTOR shall not discriminate in the selection of any manager or employee to receive instruction, pursuant to this Agreement, because of race, creed, color, national origin, ancestry, disability, sex, age or service as a veteran.
10. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to use of aforesaid facilities or instruction and contains all covenants and agreements between the parties with respect thereto. Each party acknowledges that no representation, inducement, promises or agreements, oral or otherwise have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained herein shall be valid or binding. Any modification shall be effective only if it is in writing and signed by the party to be charged in the form of an amendment to this Agreement.

In witness whereof, this Agreement is entered into on the date and year indicated by the authorized agent thereof.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT/Victorville, CA

Recommended by Jane A. Long Date 6/17/08
Jane Long, Director of PRIO Programs

By Victoria Hinds Date 6/19/08
Dr. Victoria Hinds, Executive Dean of Student Services

Robert Silverman
Dr. Robert Silverman, Superintendent/President
CONTRACTOR

By Mary Beckett Date _____
(Print Name)

By Mary Beckett Date 6/17/08
(Signature)

Meeting Date: June 10, 2008

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: REVISED MANAGEMENT POSITION AND JOB DESCRIPTION—
DEPUTY SUPERINTENDENT/EXECUTIVE VICE PRESIDENT

SUBMITTED BY: Rocio Chavez _____

RECOMMENDED BY: Rocio Chavez *Rocio Chavez*

APPROVED BY: Robert Silverman *RS*

Description/Background:

With the departure of the incumbent deputy superintendent/executive vice president, instruction, the job duties have been reviewed, and the job description for the position of deputy superintendent/executive vice president has been revised.

Need: A current job description containing the duties that are being performed is needed.

Fiscal Impact: None

Recommended Action: It is recommended that the Board of Trustees approve the revised job description as listed.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DEPUTY SUPERINTENDENT/EXECUTIVE VICE PRESIDENT

Deleted: , INSTRUCTION¶

PRIMARY RESPONSIBILITIES:

Under the direction of the Superintendent/President, the Deputy Superintendent/Executive Vice President, plans, organizes, coordinates, develops, directs, administers and evaluates student services and instructional programs, services, resources, and activities for students on- and off-campus; provides leadership and direction to academic and classified staff in areas involved in the delivery and administration of a comprehensive program, including academic, student services and vocational programs, contract education, fee-based education, curriculum, curricular and co-curricular activities, grants, articulation, and learning resources; trains, supervises and evaluates the performance of administrative and support staff assigned to instruction and student services.

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The Deputy Superintendent/Executive Vice President, is an academic management position reporting directly to the Superintendent/President. The Deputy Superintendent/Executive Vice President, must have broad experience in managing student services and instructional programs and services at a higher educational institution with a wide variety of programs, resources, activities and facilities. The Deputy Superintendent/Executive Vice President, works closely with the Superintendent/President to facilitate achievement of instructional and student services goals and objectives consistent with the District's mission and goals, and also formulates, develops and implements student services and instructional programs and services, policies, standards and activities in compliance with all applicable federal, State and local laws, regulations, policies and procedures

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ESSENTIAL FUNCTIONS:

Directs and provides leadership to all academic and classified staff assigned to instructional programs and student services, functions and activities within the District; formulated, develops, implements and reviews a broad variety of policies, standards and outcomes to assure that students are afforded optimum curricular alternatives, current educational programs and access to technology supportive services, while pursuing academic and vocational fields of study.

Leads and directs systematic review, assessment and approval of processes for evaluating new and continuing courses and curricula; assesses needs for programs and services, and facilitates short- and long-term plans for development and implementation; supervises and assists deans in the development of new programs, courses, and curriculum revisions; initiates feasibility studies in new curriculum areas; provides comprehensive reports to the Superintendent/President and other District administrators regarding the College's instructional services.

Deleted: Academic D

Coordinates distance education, economic development, contract education, fee-based

and community-based instructional partnership, working closely with community leaders and special interest groups to maintain and enhance the partnership between the college and the community.

Develops, implements and reviews expectations for performance and standards of excellence consistent with established District goals, objectives, and policies to ensure excellence in the teaching, student services and learning environment; ensures timely and effective evaluation.

Directs and participates in the recruitment, selection, assignment, orientation, motivation, and professional empowerment of assigned personnel; in an environment committed to enhancing student learning, directs, supervises and evaluates the performance of all academic and classified personnel with Instruction.

Prepares, recommends, and implements budgets for assigned areas; monitors expenditures, identifies variances and takes necessary actions to ensure compliance with budget limitations and established fiscal policies. Reviews reports related to the financial resources of assigned programs and services; assures that human and financial resources are allocated efficiently and effectively.

Directs the preparation of accreditation and reports as required by federal, State, local and District relations; assures compliance with all applicable laws, rules, regulations and restrictions related to student services and instructional programs, services and activities; assures that the highest legal and ethical standards are maintained and clearly communicated to personnel; informs the Superintendent/President and other District staff as to the status of assigned functions or groups of services

Works collegially with all college personnel and constituencies in accordance with the participatory governance policies and collective bargaining agreements of the District; directs and participates in the efforts and activities of assigned committees, task forces and work groups; provides for appropriate communication within and among units supervised and constituency groups.

Resolves faculty, staff, and student grievances and complaints in accordance with Board policy and District procedures and with the Vice President of Human Resources, as appropriate.

Represents the College in the community, including local educational institutions, business interests and service organizations, and at state and national meetings.

Serves as a member of the President's leadership team and participates in establishing and achieving development of short- and long-range plans for all instructional programs and student services in coordination with College-wide entities; advises and confers with the Superintendent/President on the development, revision, and compliance with Board policies; interprets District policy for assigned area; makes decisions on matters as necessary.

Serves on District collective bargaining team.

Attends Board meetings; provides input as necessary on issues affecting assigned functions; makes presentations on pertinent matters as necessary; reviews and approves items submitted by the functional areas managed for presentation to the Board.

Participates as a member of the Superintendent/President's Cabinet in the development and recommendation of District policy and plans. Serves as administrator in charge in the absence of the Superintendent/President, and performs other duties as assigned by the Superintendent/President.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Principles, theories and practices of administration specifically related to the student services and instructional programs and service available at institutions of higher education.

Development and implementation of a comprehensive college instructional and student services programs.

Modern pedagogical and instructional design methodologies.

Current and innovative trends in academic, vocation, community, contract education, student services, including technology and non-traditional methods of instruction.

Instructional programs and student services for students, including but not limited to academic and vocational curricula.

Matriculation requirements and articulation agreements.

Needs, interests and concerns of various groups of community college students.

Participatory governance philosophy and practices in higher education (preferably the community college) and ability to participate collegially in a participatory governance environment.

Principles and practices of leadership, supervision and management that promote teamwork, including the ability to train, motivate, and evaluate staff.

State Education Code sections, federal laws and regulations, and policies related to the

development and implementation of the instructional program.

Budget preparation, implementation and administration for a multi-faceted instructional and student services programs.

Collective bargaining law, contract negotiation and administration.

Research methods and oral and written communication skills, including report writing.

Interpersonal skills and qualities, including creativity, energy, courtesy, sensitivity, honesty, integrity, fairness, flexibility, and a sense of humor.

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ABILITY TO:

Provide leadership and direction to college administrators, academic and classified staff

in developing, implementing and evaluating student services and instructional programs, services, resources and activities for student.

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Provide leadership for fulfilling the comprehensive community college mission, which includes basic and transfer education, vocational and technical training, economic development of the community, contract education, student services and community service.

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Direct the development and implementation of current, balanced and innovative curricula and curricular activities and non-traditional approaches to education in relation to the instructional needs of the larger community.

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Plan, organize, direct, administer, review and evaluate the College's student services and instructional services programs, resources and activities.

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Select, assign, orient, train, supervise, counsel, discipline and evaluate the performance of subordinates.

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Analyze complex financial, statistical and narrative data regarding the instructional program.

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Serve on District collective bargaining team and work effectively in a collective bargaining environment.

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Assure compliance with local, state and federal policies, regulations and laws related to community college instruction.

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Direct the effective interface and integration of student services and instructional services and programs including transfer requirements and articulation agreements.

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Communicate effectively both orally and in writing.

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Establish and maintain effective and cooperative working relationships with others and develop effective interface with students services.

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Relate effectively to people of varied academic, cultural and socio-economic backgrounds using tact, diplomacy and courtesy.

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EDUCATION AND EXPERIENCE:

- A master's degree (earned doctorate preferred) from an accredited college or university;
- AND
- Three years of full time teaching experience (community college experience preferred);
- AND
- Three years of progressively responsible academic administrative experience and/or leadership training (community college experience preferred).

WORKING CONDITIONS:

Office environment. Position requires hearing and speaking to communicate and exchange information.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DEPUTY SUPERINTENDENT/EXECUTIVE VICE PRESIDENT

PRIMARY RESPONSIBILITIES:

Under the direction of the Superintendent/President, the Deputy Superintendent/Executive Vice President, plans, organizes, coordinates, develops, directs, administers and evaluates student services and instructional programs, services, resources, and activities for students on- and off-campus; provides leadership and direction to academic and classified staff in areas involved in the delivery and administration of a comprehensive program, including academic, student services and vocational programs, contract education, fee-based education, curriculum, curricular and co-curricular activities, grants, articulation, and learning resources; trains, supervises and evaluates the performance of administrative and support staff assigned to instruction and student services.

The Deputy Superintendent/Executive Vice President, is an academic management position reporting directly to the Superintendent/President. The Deputy Superintendent/Executive Vice President, must have broad experience in managing student services and instructional programs and services at a higher educational institution with a wide variety of programs, resources, activities and facilities. The Deputy Superintendent/Executive Vice President, works closely with the Superintendent/President to facilitate achievement of instructional and student services goals and objectives consistent with the District's mission and goals, and also formulates, develops and implements student services and instructional programs and services, policies, standards and activities in compliance with all applicable federal, State and local laws, regulations, policies and procedures

ESSENTIAL FUNCTIONS:

Directs and provides leadership to all academic and classified staff assigned to instructional programs and student services, functions and activities within the District; formulated, develops, implements and reviews a broad variety of policies, standards and outcomes to assure that students are afforded optimum curricular alternatives, current educational programs and access to technology supportive services, while pursuing academic and vocational fields of study.

Leads and directs systematic review, assessment and approval of processes for evaluating new and continuing courses and curricula; assesses needs for programs and services, and facilitates short- and long-term plans for development and implementation; supervises and assists deans in the development of new programs, courses, and curriculum revisions; initiates feasibility studies in new curriculum areas; provides comprehensive reports to the Superintendent/President and other District administrators regarding the College's instructional services.

Coordinates distance education, economic development, contract education, fee-based

CLASS TITLE: Deputy Superintendent/Executive Vice President

and community-based instructional partnership, working closely with community leaders and special interest groups to maintain and enhance the partnership between the college and the community.

Develops, implements and reviews expectations for performance and standards of excellence consistent with established District goals, objectives, and policies to ensure excellence in the teaching, student services and learning environment; ensures timely and effective evaluation.

Directs and participates in the recruitment, selection, assignment, orientation, motivation, and professional empowerment of assigned personnel; in an environment committed to enhancing student learning, directs, supervises and evaluates the performance of all academic and classified personnel with Instruction.

Prepares, recommends, and implements budgets for assigned areas; monitors expenditures, identifies variances and takes necessary actions to ensure compliance with budget limitations and established fiscal policies. Reviews reports related to the financial resources of assigned programs and services; assures that human and financial resources are allocated efficiently and effectively.

Directs the preparation of accreditation and reports as required by federal, State, local and District relations; assures compliance with all applicable laws, rules, regulations and restrictions related to student services and instructional programs, services and activities; assures that the highest legal and ethical standards are maintained and clearly communicated to personnel; informs the Superintendent/President and other District staff as to the status of assigned functions or groups of services

Works collegially with all college personnel and constituencies in accordance with the participatory governance policies and collective bargaining agreements of the District; directs and participates in the efforts and activities of assigned committees, task forces and work groups; provides for appropriate communication within and among units supervised and constituency groups.

Resolves faculty, staff, and student grievances and complaints in accordance with Board policy and District procedures and with the Vice President of Human Resources, as appropriate.

Represents the College in the community, including local educational institutions, business interests and service organizations, and at state and national meetings.

Serves as a member of the President's leadership team and participates in establishing and achieving development of short- and long-range plans for all instructional programs and student services in coordination with College-wide entities; advises and confers with the Superintendent/President on the development, revision, and compliance with Board policies; interprets District policy for assigned area; makes decisions on matters as necessary.

Serves on District collective bargaining team.

Attends Board meetings; provides input as necessary on issues affecting assigned functions; makes presentations on pertinent matters as necessary; reviews and approves items submitted by the functional areas managed for presentation to the Board.

Participates as a member of the Superintendent/President's Cabinet in the development and recommendation of District policy and plans. Serves as administrator in charge in the absence of the Superintendent/President, and performs other duties as assigned by the Superintendent/President.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Principles, theories and practices of administration specifically related to the student services and instructional programs and service available at institutions of higher education.

Development and implementation of a comprehensive college instructional and student services programs.

Modern pedagogical and instructional design methodologies.

Current and innovative trends in academic, vocation, community, contract education, student services, including technology and non-traditional methods of instruction.

Instructional programs and student services for students, including but not limited to academic and vocational curricula.

Matriculation requirements and articulation agreements.

Needs, interests and concerns of various groups of community college students.

Participatory governance philosophy and practices in higher education (preferably the community college) and ability to participate collegially in a participatory governance environment.

Principles and practices of leadership, supervision and management that promote teamwork, including the ability to train, motivate, and evaluate staff.

State Education Code sections, federal laws and regulations, and policies related to the

development and implementation of the instructional program.

Budget preparation, implementation and administration for a multi-faceted instructional and student services programs.

Collective bargaining law, contract negotiation and administration.

Research methods and oral and written communication skills, including report writing.

Interpersonal skills and qualities, including creativity, energy, courtesy, sensitivity, honesty, integrity, fairness, flexibility, and a sense of humor.

ABILITY TO:

Provide leadership and direction to college administrators, academic and classified staff

CLASS TITLE: Deputy Superintendent/Executive Vice President

in developing, implementing and evaluating student services and instructional programs, services, resources and activities for student.

Provide leadership for fulfilling the comprehensive community college mission, which includes basic and transfer education, vocational and technical training, economic development of the community, contract education, student services and community service.

Direct the development and implementation of current, balanced and innovative curricula and curricular activities and non-traditional approaches to education in relation to the instructional needs of the larger community.

Plan, organize, direct, administer, review and evaluate the College's student services and instructional services programs, resources and activities.

Select, assign, orient, train, supervise, counsel, discipline and evaluate the performance of subordinates.

Analyze complex financial, statistical and narrative data regarding the instructional program.

Serve on District collective bargaining team and work effectively in a collective bargaining environment.

Assure compliance with local, state and federal policies, regulations and laws related to community college instruction.

Direct the effective interface and integration of student services and instructional services and programs including transfer requirements and articulation agreements.

Communicate effectively both orally and in writing.

Establish and maintain effective and cooperative working relationships with others and develop effective interface with students services.

Relate effectively to people of varied academic, cultural and socio-economic backgrounds using tact, diplomacy and courtesy.

EDUCATION AND EXPERIENCE:

A master's degree (earned doctorate preferred) from an accredited college or university;
AND

Three years of full time teaching experience (community college experience preferred);
AND

Three years of progressively responsible academic administrative experience and/or leadership training (community college experience preferred).

WORKING CONDITIONS:

Office environment. Position requires hearing and speaking to communicate and exchange information.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: DELETION OF MANAGEMENT POSITION
SUBMITTED BY: Rocio Chavez
RECOMMENDED BY: Rocio Chavez
APPROVED BY: Robert Silverman

Description/Background:

Due to the departure of both the Vice President of Instruction and the Coordinator of Curriculum and Scheduling effective July 1, 2008, job duties have been reviewed, and a new position and job description have been developed in lieu of the coordinator position. The management position of Coordinator of Curriculum and Scheduling is no longer needed, effective July 1, 2008, as it is being replaced by a new classified position.

Need:

The position of Coordinator of Curriculum and Scheduling should no longer be included in the current salary schedule and should be deleted.

Fiscal Impact: Savings of \$342 to \$438 per month.

Recommended Action: It is recommended that the Board of Trustees delete the position of coordinator of curriculum and scheduling, effective July 9, 2008.

Legal Review: YES ___ NOT APPLICABLE_X_

Reference for Agenda: YES_X_ NO___

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: INDEPENDENT CONTRACT AGREEMENT – NORMAN A. TRAUB ASSOCIATES INVESTIGATION SERVICES

SUBMITTED BY: Robert Silverman _____

RECOMMENDED BY: Robert Silverman _____

APPROVED BY: Robert Silverman RMS _____

Description/Background:

The district wishes to approve the agreement with Norman A. Traub Associates Investigation Services to conduct an investigation regarding complaints filed. Dates of service will be from July 8, 2008 through completion of investigation.

Need: Approval of the agreement above is necessary to conduct an investigation regarding complaints filed.

Fiscal Impact: \$130.00 per hour plus expenses.

Recommended Action: These items have been approved by the Superintendent/President, and it is recommended that the Board of Trustees approve the agreement.

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: COURSE SEQUENCING PLAN - SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS REGIONAL OCCUPATIONAL PROGRAMS

SUBMITTED BY: Nick Parisi, Vocational Education

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to accept a course sequencing plan between the San Bernardino County Superintendent of Schools Regional Occupational Programs and Victor Valley Community College District. As prescribed by Education Code 52302(b)(1), all Regional Occupational Programs are required to develop a plan for establishing sequences of courses in which both the Regional Occupational Programs and Victor Valley Community College offer instruction. The course sequencing plan is from June 30, 2009 through June 30, 2013.

A copy of this course sequencing plan is available in the president's office for your review.

Need:

The San Bernardino County Superintendent of Schools ROP supports the development of course sequences with Victor Valley Community College District in career pathways to provide a comprehensive course of study to prepare students for both post-secondary education and careers.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees accept a course sequencing plan between the San Bernardino County Superintendent of Schools Regional Occupational Programs and Victor Valley Community College District. As prescribed by Education Code 52302(b)(1), all Regional Occupational Programs are required to develop a plan for establishing sequences of courses in which both the Regional Occupational Programs and Victor Valley Community College offer instruction. The course sequencing plan is from June 30, 2009 through June 30, 2013.

Legal Review: YES X NOT APPLICABLE

Reference for Agenda: YES NO

**San Bernardino County Superintendent of Schools
Regional Occupational Program**

**AB2448 Course Sequencing Plan
(Date)**

Introduction

Governor Schwarzenegger signed AB 2448, authored by Assemblymember Hancock, on September 28, 2006 making its provisions effective January 1, 2007. AB 2448 was a comprehensive piece of legislation that changed many aspects of ROP administration and operations. Its main focus was to redirect training and service to better serve high school students. This would be accomplished by limiting the number of adults served allowing enrollment of more high school students and to require ROPs to align (sequence) their course offerings with high school and community college courses leading to apprenticeships, certificates or degrees, industry certifications or entry into high skill/high demand jobs. As prescribed by E.C. 52302 (a), the governing board of each ROP shall ensure that at least 90 percent of all state-funded courses offered by the ROP in occupation areas in which both the ROP and the community college offer instruction, are part of occupational sequences that target comprehensive skills.

To accomplish this course alignment or course sequencing, ROPs are required to develop a plan for establishing sequences of state-funded courses, in which both the ROP and community college offer instruction and submit the plan to CDE no later than June 30, 2009 [E.C. 52302(b)(1)]. The plan shall be presented at a public hearing by the governing board of each school district served by the ROP and by the county board of education [E.C. 52302(b)(2)]. Community college boards, with identified articulation programs, shall also review the ROP's plan in a public session [E.C. 52302(b)(3)]. Every four years after the plan has been submitted, the ROP shall submit an update to the plan to the local community colleges and CDE [E.C. 52302(b)(7)]. The following plan outlines the steps the San Bernardino County Regional Occupational Program will implement to develop a coherent, focused and effective course sequencing process that prepares our students for their next level of education or employment.

Definition of Course Sequencing

An occupational course sequence is defined as two or more (each course must be at least 150 hours of instruction per year) CTE courses in the same pathway offered by both the ROP and the community college in the local service area. At a minimum, the ROP must have at least one CTE course and the community college must have at least one CTE course to satisfy the two or more course requirement. The sequence may also include academic courses that are directly relevant to the student being successful in the CTE course. However, if the sequence includes academic courses, the sequence must also include two or more CTE courses as stated above.

Required Elements of the Plan

AB 2448 added several education code sections to; prescribe the content of the course sequencing plan, ensure the plan had adequate input as part of the development process, and covered essential outcomes related to adequately preparing students to enter high skill/high demand jobs or continue their education in apprenticeship or college programs. The required elements of a course sequencing plan are:

1. The plan describes the steps that will be taken to identify state-funded courses offered by the ROP in pathways in which the ROP and community college both offer instruction. E.C. 52302(b)(1).
2. The plan describes how the ROP will ensure the course sequence results in an occupational skill certificate developed in cooperation with the appropriate employer advisory board. E.C. 52302(a)(1).
3. The plan describes how the ROP will ensure the course sequence provides prerequisite courses that are needed to enter apprenticeship or postsecondary vocational certificates or degree programs. Where possible, sequenced courses shall be linked to certificate and degree programs in the region. E.C. 52302(a)(2).
4. The plan describes how the ROP will ensure the course sequence focuses on occupations requiring comprehensive skills leading to high entry-level wages or

the possibility of significant wage increases after a few years on the job or both. EC. 52302(a)(3).

5. The plan describes how the ROP will ensure the course sequence offers as many courses as possible that have been approved by the University of California as courses meeting the “A—G” admissions requirements. E.C. 52302(a)(4).
6. The plan provides a timeline for accomplishing the sequencing of courses.
7. The plan describes how the ROP maximizes local, state, and federal resources to help high school students enter employment, apprenticeships, or post-secondary education. E.C. 52302(b)(5).
8. The plan describes strategies, which will be used to fill in the gaps in course sequences identified through the planning process. E.C. 52302(b)(2).
9. The plan lists each school district governing board and the date in which the plan was presented in public hearing. E.C. 52302(b)(2).
10. The plan provides the date in which the plan was approved by the ROP governing board. E.C. 52302(b)(2).
11. The plan provides the name of the community college(s) and the date in which the plan was reviewed in public session by the colleges governing board. E.C. 52302(b)(3).

San Bernardino County ROP's Plan to Sequence Courses

The San Bernardino County ROP fully supports the development of course sequences in specified career pathways that would provide a comprehensive course of study preparing students for both postsecondary education and careers. Course sequencing will include CTE courses provided by our districts and community colleges, as well as ROP courses. Course sequencing will begin at the middle school level where applicable and continue through the community college level. Following the proposed planning steps outlined below, the San Bernardino County ROP will have sequenced ninety percent of its courses in which both the ROP and the appropriate local community college offer instruction, by June 30, 2012.

- Step 1. Identify by ROP course the corresponding industry sector and pathway in which the curriculum would prepare students. See ROP Course/CTE Industry Sector & Pathway Matrix (example); appendix B.
- Step 2. Inventory and list by industry sector and pathway all CTE courses offered (middle school, high school, ROP and community college) for each of our participating high schools. See Career Pathways/Course Inventory (example); appendix C.
- Step 3. Review completed Career Pathways/Course Inventory form for each high school to determine the level of sequencing that exists at present. This in effect establishes our baseline from which to evaluate and begin our sequencing process. Upon completion of the inventory listing the CTE courses, the inventory will be sent to each district and community college to validate the courses listed.
- Step 4. Assess each pathway to determine if 1) a course sequence (as defined earlier) exists for each ROP course at each high school and 2) determine whether the courses identified collectively forms a sequence reflecting rigor and high expectations for student achievement and reflects the needs of the community, local business and industry, and students. This analysis will provide the ROP, district and community college with the information

needed to collaboratively fully sequence courses in pathways beginning with introductory coursework and leading to postsecondary courses. See Course Sequence Verification (example); appendix D.

- Step 5. If, based on the information gleaned from the above steps, the ROP determines a course sequence exists; the course sequence will be further evaluated to determine the following:
- a) The course sequence identified will result in an occupational skill certificate developed in cooperation with the appropriate employer advisory board. *Note: All students who complete an ROP course as defined by San Bernardino County ROP policy receive a certificate of completion. The certificate of completion is based on and lists the competencies identified in the employer advisory board approved course curriculum outline.*
 - b) The course sequence provides prerequisite courses that are needed to enter apprenticeship or postsecondary vocational certificate or degree programs. Postsecondary and apprenticeship programs, where applicable, will be asked to review and verify that sequenced courses provide the necessary prerequisites for entry into their respective programs.
 - c) The course sequence focuses on occupations requiring comprehensive skills leading to high entry-level wages or possibility of significant wage increases after a few years on the job. *Note: As part of the SBCSS ROP course development process, labor market information (including employment projections and wage information) is evaluated to determine the viability of offering a course in relationship to the value the course may offer a completer.*
 - d) The course sequence offers as many courses as possible that have been approved by the University of California as meeting the “A–G” admission requirements.

- Step 6. ROP courses where the community college offers instruction that are not part of an identified sequence will be identified. All available information (i.e., Career pathways/Course Inventory, ROP Course/CTE Industry Sector & Pathway Matrix, community college course offerings, etc) will be reviewed to determine sequencing gaps in a career pathway and what possible courses (existing or to be developed) should be added to adequately prepare a student for a career and/or postsecondary education. This review and resulting action needed will be a collaborative effort involving the district, local community college, apprenticeship program, if applicable, and ROP. The resulting collaboration will ensure the maximum use of funding by clearly delineating the appropriate LEA (district, ROP, or community college) responsible for the courses needed to create a viable course of study.
- Step 7. An action plan will be developed for each course not part of a sequence but where instruction is offered by the community college and for courses that do not meet other requirements listed in Step 5. The action plan will identify the course to be sequenced, the course or courses to be added, the LEA/s responsible and the timeline for implementing. Action plans for courses not meeting the skill certificate, prerequisite, high wages or wage increase, and “A–G” requirements will also be developed outlining strategies to remedy the oversight.

Conclusion

The process as described in this plan will allow for a careful analysis of the present level of CTE/ROP course offerings in our districts, ROP and community colleges and the desired course of study that will adequately prepare students for both the workplace and post-secondary educational options. Following the prescribed steps 1 – 7 will ensure that all SBCSS ROP courses where instruction is also offered by the community college are; 1) sequenced and part of a comprehensive course of study, 2) result in an occupational skill certificate, 3) provide the needed prerequisite courses for entry into more advanced level, 4) focus on occupations leading to high entry-level wages or wage increases, and 5) where applicable have been approved to meet the “A–G” admission requirements.

This plan has been developed with the input of our secondary and community college partners and reviewed by other workforce development stakeholders participating in the Alliance for Education regional collaboratives involving representatives from city and county government, business and industry, labor organizations, as well as educational institutions both public and private.

The plan was presented at school district and community college public hearings as noted (see appendix A).

The plan was also reviewed and approved on as noted (see appendix A) by the San Bernardino County Schools Regional Occupational Program Consortium Board of Directors.

The plan was reviewed and formally approved by the San Bernardino County Board of Education on _____.

Mark Lyons, Administrator

Date

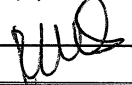
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: ADOPT A RESOLUTION – GRANT AGREEMENT – CHILD DEVELOPMENT SERVICES CPRE-8296

SUBMITTED BY: Kelley Johnson, Child Development Center

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to adopt a resolution for the Child Development Services Grant Agreement CPRE-8296 with the California Department of Education for the 2008-2009 fiscal year for the State Preschool Program.

A copy of the resolution is available in the president's office for review.

Fiscal Impact: \$250,074.00 to the District.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees adopt a resolution for the Child Development Services Grant Agreement CPRE-8296 with the California Department of Education for the 2008-2009 fiscal year for the State Preschool Program.

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

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



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

DATE: July 01, 2008

CONTRACT NUMBER: CPRE-8296

PROGRAM TYPE: STATE PRESCHOOL

PROJECT NUMBER: 36-6792-00-8

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, 2008 through June 30, 2009. 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 \$21.22 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$250,074.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 11,784.8
Minimum Days of Operation (MDO) Requirement 180

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.

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 | | PRINTED NAME AND TITLE OF PERSON SIGNING | | | |
| TITLE Manager, Contracts & Purchasing Svcs | | ADDRESS | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 250,074 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 250,074 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | | FUND TITLE General | | Department of General Services use only |
| | (OPTIONAL USE) 0656 23038-6792 | | | | |
| | ITEM 30.10.010. 6100-196-0001 | CHAPTER B/A | STATUTE 2008 | FISCAL YEAR 2008-2009 | |
| | 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 | | | |

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed contract will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. **SWEATFREE CODE OF CONDUCT:**
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
6. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.
7. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: FOUNDATION DONATIONS
SUBMITTED BY: Victor Valley College Foundation
RECOMMENDED BY: Mary Pringle Mary Pringle
APPROVED BY: Robert Silverman RS

Description/Background:

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for Victor Valley College \$6,451.90 in-kind cash donations, \$102,928.37 in scholarships) for a total amount of \$109,380.27. In addition the Foundation has also received property donations as listed. These donations are for the period ending May 31, 2008.

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 X ___

Reference for Agenda: YES X NO ___

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
May, 2008

| Project Description | Post date | Trans. Amount | Account Description | Reference |
|---|------------------|----------------------|----------------------------|--|
| Agriculture (Mojave Sustainability Project) | 5/1/08 | \$ 97.36 | Hospitality | Reimbursement for AGNR |
| Agriculture (Mojave Sustainability Project) | 5/1/08 | \$ 266.00 | Equipment / Supplies | Reimbursement for AGNR |
| Agriculture (Mojave Sustainability Project) | 5/1/08 | \$ 213.90 | Hospitality | Reimbursement for AGNR |
| Agriculture (Mojave Sustainability Project) | 5/1/08 | \$ 326.12 | Equipment / Supplies | Reimbursement for MSP Community Outreach |
| Agriculture (Mojave Sustainability Project) | 5/1/08 | \$ 800.00 | Outside Labor | Honorarium for AGNR 72 |
| Agriculture (Mojave Sustainability Project) | 5/1/08 | \$ 1,600.00 | Outside Labor | Honorarium for AGNR 141 |
| Agriculture (Mojave Sustainability Project) | 5/1/08 | \$ 1,600.00 | Outside Labor | Honorarium for AGNR 55 |
| Agriculture (Mojave Sustainability Project) | 5/1/08 | \$ 400.00 | Outside Labor | Honorarium for AGNR 170 |
| Agriculture (Mojave Sustainability Project) | 5/7/08 | \$ 69.81 | Equipment / Supplies | Reimbursement for AGNR |
| Agriculture (Mojave Sustainability Project) | 5/7/08 | \$ 412.67 | Equipment / Supplies | Reimbursement for MSP Workshops |
| Agriculture (Mojave Sustainability Project) | 5/7/08 | \$ 120.00 | Equipment / Supplies | VVC-AGNR Auxiliary Plant Acct. #2945-00 |
| Agriculture (Mojave Sustainability Project) | 5/20/08 | \$ 69.17 | Equipment / Supplies | Reimbursement for AGNR 61 |
| Agriculture (Mojave Sustainability Project) | 5/22/08 | \$ 834.00 | Advertising | AGNR Advertising |
| Agriculture (Mojave Sustainability Project) | 5/29/08 | \$ 45,783.34 | Salaries & Wages | Payroll & Benefits for AGNR |
| Agriculture Total: | | \$ 52,592.37 | | |
| Baseball Fund | 5/1/08 | \$ 744.00 | Admission / Entry Fees | Credit Card Charges |
| Baseball Fund | 5/1/08 | \$ 2,600.00 | Outside Labor | Baseball Coaching Duties |
| Baseball Fund | 5/1/08 | \$ 49.82 | Hospitality | Reimbursement for Baseball Team Dinner |
| Baseball Fund | 5/1/08 | \$ 296.31 | Equipment / Supplies | Baseball T-Shirts |
| Football Team | 5/7/08 | \$ 1,760.00 | Outside Labor | Football Camp Directorship |
| Football Team | 5/20/08 | \$ 258.17 | Equipment / Supplies | Reimbursement for Footballs |
| Football Team | 5/20/08 | \$ 241.34 | Equipment / Supplies | Reimbursement for Football Camp |
| Football Team | 5/20/08 | \$ 86.00 | Advertising | Football Banners |
| Football Team | 5/29/08 | \$ 40.00 | Refund | Refund for Football Camp |
| Men's Basketball | 5/22/08 | \$ 681.27 | Travel | Credit Card Charges |
| Women's Tennis | 5/7/08 | \$ 640.00 | Outside Labor | Football Camp Directorship |
| Women's Tennis | 5/1/08 | \$ 150.00 | Admission / Entry Fees | Tennis Entry Fees and Donation |
| Athletics Total: | | \$ 7,546.91 | | |
| Child Development | 5/20/08 | \$ 842.00 | Awards & Recognition | CDC Caps & Gowns |
| Child Development | 5/20/08 | \$ 378.38 | Equipment / Supplies | CDC Fundraiser |
| Child Development Total: | | \$ 1,220.38 | | |

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
May, 2008

| Project Description | Post date | Trans. Amount | Account Description | Reference |
|-----------------------------------|------------------|----------------------|----------------------------|--|
| Cripps, Lisa (Campus Grant) | 5/22/08 | \$ 500.00 | Grants Awarded | Lisa Cripps Grant |
| Grants Total: | | \$ 500.00 | | |
| Fire Technology Program | 5/22/08 | \$ 66.16 | Hospitality | Coffee Service for Fire Tech |
| Fire Technology Program | 5/29/08 | \$ 5,850.00 | Meetings/Seminars | Regional Instructor Orientation |
| Fire Technology Program | 5/1/08 | \$ 168.00 | Admission / Entry Fees | Transfer Fire Tech Overpayment to Student Accounts |
| Fire Technology Program | 5/7/08 | \$ 100.00 | Refund | Refund of Test Fee for SFM RIO Class |
| Fire Technology Program | 5/7/08 | \$ 295.00 | Facilities & Decorations | Fire Academy Graduation |
| Fire Technology Total: | | \$ 6,479.16 | | |
| General Scholarship Clearing Fund | 5/29/08 | \$ 3,252.30 | Scholarships | Scholarships Received thru 5/29/08 |
| General Scholarship Clearing Fund | 5/1/08 | \$ 3,199.60 | Scholarships | Scholarships Received thru 4/30/08 |
| Scholarship Total: | | \$ 6,451.90 | | |
| Model United Nations Club | 5/20/08 | \$ 1,500.00 | Catering | Reimbursement for Model UN Banquet |
| MUN Total: | | \$ 1,500.00 | | |
| PAC | 5/7/08 | \$ 3,332.77 | Printing | Printing for PAC Reopening |
| PAC | 5/1/08 | \$ 29.09 | Office Expense | Credit Card Charges |
| PAC | 5/1/08 | \$ 250.00 | Outside Labor | Video Service for PAC Opening |
| PAC | 5/1/08 | \$ 9,310.00 | Catering | PAC Opening Catering |
| PAC | 5/1/08 | \$ 2,860.00 | Catering | Dessert Buffet for PAC Opening |
| PAC | 5/22/08 | \$ 27.09 | Equipment / Supplies | Credit Card Charges |
| PAC | 5/22/08 | \$ 2,738.72 | Facilities & Decorations | PAC Center Re-Opening |
| PAC | 5/22/08 | \$ 443.50 | Awards & Recognition | Credit Card Charges |
| PAC Total: | | \$ 18,991.17 | | |
| Paramedic Academy | 5/20/08 | \$ 192.00 | Equipment / Supplies | Autopsy Clothing for Paramedic Academy |
| Paramedic Academy | 5/20/08 | \$ 151.93 | Awards & Recognition | Paramedic Graduation Awards |
| Paramedic Academy | 5/22/08 | \$ 83.25 | Equipment / Supplies | Patches for Paramedic Academy Shirts |
| Paramedic Academy | 5/22/08 | \$ 34.48 | Equipment / Supplies | Nametags for Paramedic Academy |
| Paramedic Academy | 5/22/08 | \$ 398.36 | Equipment / Supplies | Paramedic Academy Shirts |

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
May, 2008

| Project Description | Post date | Trans. Amount | Account Description | Reference |
|-------------------------------------|------------------|----------------------|----------------------------|--|
| Paramedic Academy | 5/20/08 | \$ 269.38 | Awards & Recognition | Paramedic Graduation Announcements |
| Paramedic Academy | 5/29/08 | \$ 77.58 | Repair & Maintenance | Reimbursement for Paramedic Academy Booth |
| Paramedic Academy | 5/29/08 | \$ 43.25 | Equipment / Supplies | Paramedic Academy Patches |
| Paramedic Academy | 5/29/08 | \$ 138.35 | Awards & Recognition | Awards for Paramedic Academy |
| Paramedic Total: | | \$ 1,388.58 | | |
| Restaurant Management - General | 5/20/08 | \$ 82.23 | Equipment / Supplies | Equipment for Restaurant Management |
| Restaurant Mgmt Scholarship | 5/20/08 | \$ 162.72 | Equipment / Supplies | Equipment for Restaurant Management |
| Restaurant Management Total: | | \$ 244.95 | | |
| Spring - Even Nursing Class | 5/22/08 | \$ 565.00 | Facilities & Decorations | Pinning Ceremony for Nursing Class |
| Spring - Even Nursing Class | 5/22/08 | \$ 114.92 | Equipment / Supplies | Candles for Pinning Ceremony for Nursing Class |
| Spring - Even Nursing Class | 5/29/08 | \$ 114.04 | Equipment / Supplies | Reimbursement for NP4 |
| Spring - Even Nursing Class | 5/29/08 | \$ 431.00 | Professional Services | Photography for Nursing Graduation |
| Spring - Even Nursing Class | 5/29/08 | \$ 28.18 | Equipment / Supplies | Reimbursement for Nursing Yearbook Supplies |
| Spring - Even Nursing Class | 5/1/08 | \$ 3,713.30 | Awards & Recognition | Nursing Pins for NP4 |
| Spring - Even Nursing Class | 5/1/08 | \$ 1,099.92 | Professional Services | NP4 Graduation Photos |
| Spring - Even Nursing Class | 5/20/08 | \$ 288.45 | Awards & Recognition | Reimbursement for NP4 Event |
| Spring - Even Nursing Class | 5/20/08 | \$ 271.50 | Facilities & Decorations | Reimbursement for NP4 Event |
| Spring - Even Nursing Class | 5/20/08 | \$ 131.00 | Hospitality | Reimbursement for NP4 Event |
| Spring - Even Nursing Class | 5/20/08 | \$ 159.14 | Awards & Recognition | Flowers for NP4 Event |
| Nursing Total: | | \$ 6,916.45 | | |
| The California Wellness Foundation | 5/7/08 | \$ 60.99 | Grants Awarded | Plaque for Brad Mitzelfelt |
| The California Wellness Foundation | 5/20/08 | \$ 2,896.35 | Grants Awarded | Grant Admin. 5/1/08-5/16/08 |
| The California Wellness Foundation | 5/1/08 | \$ 2,183.76 | Grants Awarded | Grant Admin. 4/17/08-4/30/08 |
| The California Wellness Foundation | 5/22/08 | \$ 365.30 | Travel | Credit Card Charges |
| TCWF Total: | | \$ 5,506.40 | | |
| Theatre Arts Dept. | 5/28/08 | \$ 42.00 | Equipment / Supplies | Transfer Dance Funds to Auxiliary |
| Theatre Arts Total: | | \$ 42.00 | | |

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
May, 2008

| Project Description | Post date | Trans. Amount | Account Description | Reference |
|---------------------|-----------|----------------------|---------------------|-----------|
| GRAND TOTAL: | | \$ 109,380.27 | | |

Victor Valley College District Foundation, Inc.

Gifts In Kind

May, 2008

| <u>Date</u> | <u>Constituent</u> | <u>Fund</u> | <u>Gift Value</u> | <u>Reference</u> |
|-------------|------------------------------|---------------------|-------------------|---|
| 3/27/2008 | Alvin Rice | VVC-Construction | \$394.50 | Various Construction and Woodworking Books a |
| 4/4/2008 | Renee Shimer | VVC-Auto | \$1,500.00 | 1997 Ford Aspire VIN KNJLT05H2V6230630 |
| 4/17/2008 | Robert L. Vernoy | FR-Library | \$50.00 | 2 Boxes of Books |
| 4/21/2008 | Atlas Auto Sales | VVC-Auto | \$650.00 | 7 Rear Axles, 6 Transmissions |
| 4/30/2008 | AGC Flat Glass North America | VVC-Chemistry | \$871.58 | Barium Chloride Dihydrate, Hydrochloric Acid, |
| 5/1/2008 | El Torito | VVC-Fire Tech | \$100.00 | Meat and Salsa |
| | | Grand Total: | \$3,566.08 | |

6 Gift(s) listed

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: Foundation Employment Agreements
SUBMITTED BY: VVC Foundation
RECOMMENDED BY: Rocio Chavez Rocio Chavez
APPROVED BY: Robert Silverman RS

Description/Background:

The district wishes to enter into agreements with the Foundation to be reimbursed by the Foundation for the employment of the Foundation's executive and executive/financial assistant.

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

Need:

Approval of these agreements is necessary to continue employment of these individuals.

Fiscal Impact:

No fiscal impact to the district; funds are reimbursed by the Foundation.

Recommended Action:

It is recommended that the Board of Trustees approve the agreements with the Foundation for the employment of the Foundation's executive and executive/financial assistant as listed.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

RECEIVED

JUN 11 2008

HUMAN RESOUR



VICTOR VALLEY COLLEGE DISTRICT FOUNDATION, Inc.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 10 day of June 2008 by and between **Glennis Callahan** ("Employee" of the Victor Valley College District Foundation), the Victor Valley College District Foundation ("Foundation") and the Victor Valley Community College District ("District").

The Foundation wishes to continue employing the Employee, and the Employee wishes to maintain employment with the Foundation, on the terms and subject to the conditions set forth in this Agreement. It is therefore agree as follows:

1. Employment. The Foundation shall employ the Employee and the Employee shall serve the Foundation as the **Executive / Financial Assistant** of the Foundation, with such duties and responsibilities as may be assigned to the Employee by the Executive Director of the Foundation, identified within the adopted Job Description for this position (BP4) and as are normally associated with a position of this nature. The Employee shall devote her best efforts to the performance of her duties under this Agreement and shall perform them faithfully, diligently and in a manner consistent with the policies of the Foundation as determined from time to time by the Board of Directors of the Foundation. The Employee shall report to the Executive Director of the Foundation. The Employee shall not serve as a director (or equivalent) position of any company or other entity and shall not receive fees or other remuneration for work performed either within or outside the scope of her employment without the prior written consent of the Executive Director. This consent shall not be unreasonably withheld.

2. Terms of Employment. The Employee's employment by the Foundation under this Agreement shall commence on **July 1, 2008 and terminate on June 30, 2009** unless terminated by either party pursuant to the provisions of this Agreement.

3. Compensation. As full compensation for all services rendered by the Employee to the Foundation under this Agreement, the District shall pay the Employee the compensation set forth in Schedule A attached hereto. The compensation schedule may be amended from time to time in writing upon approval of the Foundation's Board of Directors and acceptance by the Employee. The Foundation shall reimburse the District for all costs associated with this compensation as allowed by the Master Agreement between the Foundation and the District.

4. Fringe Benefits; Expenses.

A. The Employee shall be entitled to all medical, dental, vision, disability, workers compensation and pension benefits provided by the District to its management employees. The Foundation shall reimburse the District for all costs associated with providing these benefits to the Employee as allowed by the Master Agreement between the Foundation and the District.

B. The Employee shall be entitled to all paid holidays provided by the District to its management employees.

- C. The Employee shall be entitled to 10 days of paid vacation annually, to be taken at times selected by her, with prior concurrence of the Executive Director. Vacation will not accrue beyond the term of this agreement.
- D. The Employee shall be entitled to 5 days of paid sick leave. Sick leave shall not accrue beyond the term of this agreement.
- E. The Foundation shall reimburse the Employee for all reasonable and necessary expenses incurred by her in connection with the performance of her services for the Foundation in accordance with the Foundation's policies and upon submission of appropriate documentation.

5. Termination: The Foundation shall have the right to terminate this Agreement and the Employee's employment with the Foundation for cause. For purposes of this Agreement, the term "cause" shall mean:

- A. Any breach of the Employee's obligations under this Agreement.
- B. Fraud, theft or gross malfeasance on the part of the Employee, including without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement or misappropriation of assets;
- C. The habitual use of drugs or intoxicants;
- D. The Employee's failure, refusal or neglect to perform his duties under this Agreement within a reasonable period under the circumstances after written notice from the Executive Director describing the breach and offering the Employee the opportunity to cure same;
- E. Repeated violation by the Employee of any of the work rules or written policies of the Foundation after written notice of the violation has been provided in writing to the Employee;
- F. Breach of standards adopted by the Foundation governing professional independence or conflicts of interest.
- G. Death or disability which permanently impairs the ability of the Employee to fulfill her duties under this Agreement.

If the employment of the Executive is terminated for cause, neither the Foundation, or the District shall not be obligated to make any further payment to the Employee or to continue to provide any benefit to the Employee under this Agreement.

6. Severance: If for any reason other than for cause as defined in this Agreement, the Foundation terminates this Agreement and the Employee's employment with the Foundation, the Employee shall be entitled to severance compensation equal to two (2) weeks wages under the terms of this Agreement.

7. Miscellaneous:

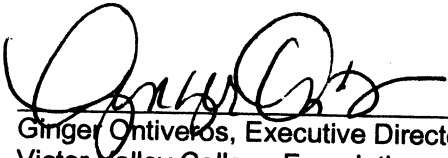
- A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. This Agreement contains a complete statement of all arrangements made between the Foundation, District and the Employee with respect to its subject matter, supersedes all previous agreements, written or oral, among them relating to its subject matter and cannot be modified, amended or terminated orally. Amendments may be made to this Agreement at any time if mutually agreed upon in writing.
- C. The failure of any party to insist upon the strict adherence of any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right

thereafter to insist upon strict adherence to that term or any other term of this Agreement.

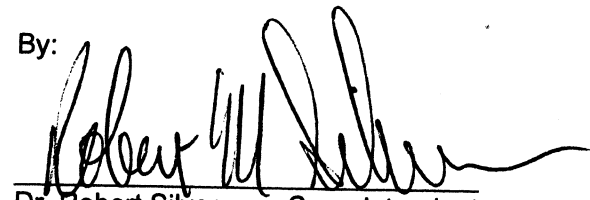
- D. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions of this Agreement which shall remain in full force and effect and any such invalid or unenforceable term or provision shall be given full effect as far as possible. If any term or provision of this Agreement is invalid or unenforceable in one jurisdiction, it shall not affect the validity or enforceability of that term in any other jurisdiction.
- E. This Agreement is not assignable by any party without express written consent of all parties.

8. Signatures: IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

By:


Ginger Ontiveros, Executive Director
Victor Valley College Foundation
"The FOUNDATION"

By:


Dr. Robert Silverman, Superintendent
Victor Valley Community College District
"The DISTRICT"

By:


Glennis Callahan
"The EMPLOYEE"

SCHEDULE A – Compensation
Employee: Glennis Callahan

The Employee shall be compensated as allowed in the Employment Agreement as followed:

For the period beginning July 1, 2008 to June 30, 2009:
\$41,500 annually to be paid by the District and will be reimbursed by the Foundation per the terms of the Employment Agreement



RECEIVED

JUN 11 2008

HUMAN RESOURCE

VICTOR VALLEY COLLEGE DISTRICT FOUNDATION, Inc.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 10 day of June 2008 by and between Ginger Ontiveros ("Executive" of the Victor Valley College District Foundation), the Victor Valley College District Foundation ("Foundation") and the Victor Valley Community College District ("District").

The Foundation wishes to continue employing the Executive, and the Executive wishes to maintain employment with the Foundation, on the terms and subject to the conditions set forth in this Agreement. It is therefore agree as follows:

1. Employment. The Foundation shall employ the Executive and the Executive shall serve the Foundation as the Executive Director of the Foundation, with such duties and responsibilities as may be assigned to the Executive by the Board of Directors of the Foundation and as are normally associated with a position of this nature. The Executive shall devote her best efforts to the performance of her duties under this Agreement and shall perform them faithfully, diligently and in a manner consistent with the policies of the Foundation as determined from time to time by the Board of Directors of the Foundation. The Executive shall report to the President of the Foundation as the designated leader of the Foundation's Board of Directors. The Executive shall not serve as a director (or equivalent) position of any company or other entity and shall not receive fees or other remuneration for work performed either within or outside the scope of her employment without the prior written consent of the Board of Directors. This consent shall not be unreasonably withheld.

The Foundation Board shall develop in conjunction with the Executive Director goals and objectives upon which evaluation of performance will be based.

2. Terms of Employment. The Executive's employment by the Foundation under this Agreement shall commence on July 1, 2008 and terminate on June 30, 2009 unless terminated by either party pursuant to the provisions of this Agreement.

3. Compensation. As full compensation for all services rendered by the Executive to the Foundation under this Agreement, the District shall pay the Executive the compensation set forth in Schedule A

attached hereto. The compensation schedule may be amended from time to time in writing upon approval of the Foundation's Board of Directors and acceptance by the Executive. The Foundation shall reimburse the District for all costs associated with this compensation as allowed by the Master Agreement between the Foundation and the District.

4. Fringe Benefits; Expenses.

- A. The Executive shall be entitled to all medical, dental, vision, disability, workers compensation and pension benefits provided by the District to its management employees. The Foundation shall reimburse the District for all costs associated with providing these benefits to the Executive as allowed by the Master Agreement between the Foundation and the District.
- B. The Executive shall be entitled to all paid holidays provided by the District to its management employees.
- C. The Executive shall be entitled to 20 days of paid vacation annually, to be taken at times selected by her, with prior concurrence of the Executive Committee. Vacation will not accrue beyond the term of this agreement.
- D. The Executive shall be entitled to 5 days of paid sick leave. Sick leave shall not accrue beyond the term of this agreement.
- E. The Foundation shall reimburse the Executive for all reasonable and necessary expenses incurred by her in connection with the performance of her services for the Foundation in accordance with the Foundation's policies and upon submission of appropriate documentation.
- F. The Foundation shall provide and pay for term life insurance coverage with a face amount of \$100,000 for the Executive.

5. Termination: The Foundation shall have the right to terminate this Agreement and the Executive's employment with the Foundation for cause. For purposes of this Agreement, the term "cause" shall mean:

- A. Any breach of the Executive's obligations under this Agreement.
- B. Fraud, theft or gross malfeasance on the part of the Executive, including without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement or misappropriation of assets;
- C. The habitual use of drugs or intoxicants;
- D. The Executive's failure, refusal or neglect to perform his duties under this Agreement within a reasonable period under the circumstances after written notice from the Foundation President describing the breach and offering the Executive the opportunity to cure same;
- E. Repeated violation by the Executive of any of the work rules or written policies of the Foundation after written notice of the violation has been provided in writing to the Executive;

- F. Breach of standards adopted by the Foundation governing professional independence or conflicts of interest.
- G. Death or disability which permanently impairs the ability of the Executive to fulfill her duties under this Agreement.

If the employment of the Executive is terminated for cause, neither the Foundation, or the District shall not be obligated to make any further payment to the Executive or to continue to provide any benefit to the Executive under this Agreement.

6. Severance: If for any reason other than for cause as defined in this Agreement, the Foundation terminates this Agreement and the Executive's employment with the Foundation, the Executive shall be entitled to severance compensation equal to three (3) months wages under the terms of this Agreement.

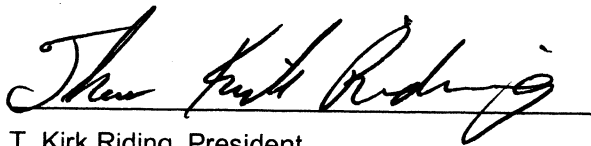
7. Miscellaneous:

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. This Agreement contains a complete statement of all arrangements made between the Foundation, District and the Executive with respect to its subject matter, supersedes all previous agreements, written or oral, among them relating to its subject matter and cannot be modified, amended or terminated orally. Amendments may be made to this Agreement at any time if mutually agreed upon in writing.
- C. The failure of any party to insist upon the strict adherence of any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- D. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions of this Agreement which shall remain in full force and effect and any such invalid or unenforceable term or provision shall be given full effect as far as possible. If any term or provision of this Agreement is invalid or unenforceable in one jurisdiction, it shall not affect the validity or enforceability of that term in any other jurisdiction.
- E. This Agreement is not assignable by any party without express written consent of all parties.

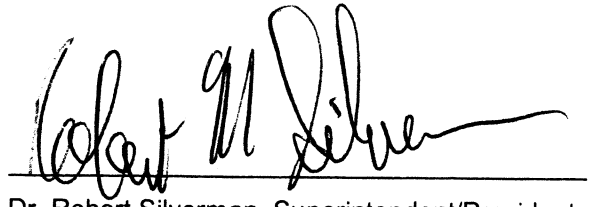
8. Signatures: IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

By:

By:

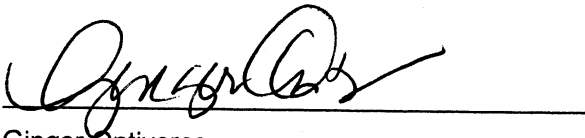


T. Kirk Riding, President
Victor Valley College Foundation
"The FOUNDATION"



Dr. Robert Silverman, Superintendent/President
Victor Valley Community College District
"The DISTRICT"

By:



Ginger Ontiveros
"The EXECUTIVE"

SCHEDULE A – Compensation
Employee: Virginia Ontiveros

The Employee shall be compensated as allowed in the Employment Agreement as followed:

For the period beginning July 1, 2008 to June 30, 2009:

\$110,000 annually (\$9,166.67 per month) to be paid by the District and will be reimbursed by the Foundation per the terms of the Employment Agreement.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: MANAGEMENT INTERIM APPOINTMENT, DEPUTY SUPERINTENDENT/EXECUTIVE VICE PRESIDENT

SUBMITTED BY: Rocio Chavez

RECOMMENDED BY: Rocio Chavez Rocio Chavez

APPROVED BY: Robert Silverman RS

Description/Background:

Christopher O'Hearn has been recommended to fill the position of Interim Deputy Superintendent/Executive Vice President, for one year, beginning July 9, 2008 through June 30, 2009.

Need: An interim position is needed to replace the incumbent who left June 30, 2008.

Fiscal Impact: \$15471/month plus benefits

Recommended Action: It is recommended that the Board approve the appointment as listed.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X ___

Christopher Cole O'Hearn, Ph.D.

2607 Valley Drive • Manhattan Beach, CA 90266

310/546-1805 residence • 310/490-9241 cell
ccohearn@aol.com

Resume

| | |
|---|----|
| <i>Education</i> | 2 |
| Degrees | |
| Additional Study | |
| Certification | |
| <i>Administrative Experience</i> | 3 |
| President | |
| Vice President, Instruction | |
| Dean, Academic Affairs | |
| Chairman, Communications Division | |
| <i>Teaching Experience</i> | 6 |
| Higher Education | |
| Secondary/Elementary | |
| <i>Professional Affiliations</i> | 7 |
| <i>Presentations/Speeches</i> | 8 |
| <i>Philosophy of Higher Education</i> | 9 |
| <i>Management Philosophy & Practice</i> | 10 |
| <i>References</i> | 11 |

Education

Degrees

| | | | |
|---|--|-------|------|
| Capella University Minneapolis, Minnesota | • Higher Education | Ph.D. | 2004 |
| Loyola Marymount University Los Angeles, California | • Educational Administration | M.Ed. | 1979 |
| Loyola Marymount University Los Angeles, California | • Twentieth Century British Literature | M.A. | 1974 |
| Loyola University Los Angeles, California | • English Literature | B.A. | 1971 |
| El Camino College Torrance, California | • English | A.A. | 1969 |

Additional Study

| | | | |
|---|---------------------------|--|---------|
| Harvard University Cambridge, Massachusetts | • Post Doctoral Institute | | 1992 |
| University of California, Berkeley Berkeley, California | • Education | | 1973-76 |
| University of Maryland Pirmasens, Germany | • German | | 1973-74 |
| University of California, Los Angeles Los Angeles, California | • Education | | 1972 |
| Jesuit Novitiate Montecito and Los Gatos, California | • Theology/Philosophy | | 1966-67 |

Certification

- California Administrative Services Credential
- California Community College Supervisor Credential
- California Community College Teaching Credential
- California Standard Elementary Credential
- California Standard Secondary Credential

Administrative Experience

PRESIDENT/CEO

September 2002 to June 2007

Mt. San Antonio College, Walnut, California

- *Serves as chief executive officer (CEO) of the largest single college district in California, reporting directly to the Board of Trustees*
 - *serves as the Board's liaison to the college community and 16 local jurisdictions*
 - *provides leadership in promoting the district's mission, vision, and core values*
 - *demonstrates collegiality in the multi-faceted political environment*
 - *models the behavior for a healthy and positive campus and district environment*
 - *encourages open dialogue and communication districtwide to ensure effective decision-making*
 - *led a very successful AACJC accreditation process*
 - *initiated a Leadership Academy for the development of future leaders*
- *Manages a budget of 150 million dollars and maintains a reserve of 10 percent*
 - *created a balanced budget within one year of inheriting a districtwide budget deficit of 7 million dollars and maintained a balanced budget every year thereafter*
- *Supervises four vice presidents representing 2,670 full-time and part-time faculty and staff, and 42,727 credit and noncredit students*
- *Supervises a 221 million dollar bond construction program while maintaining a close relationship with the Citizens Oversight Committee*
 - *formed a Campus Master Plan Coordinating Team (CMPCT) to ensure efficient and responsible oversight of bond dollars*
- *Transformed the Mt. San Antonio College Foundation from a fledgling operation to a sophisticated enterprise by doing the following:*
 - *solicited the largest gift in the history of the district*
 - *formed a President's Circle to attract corporate support for the endowment and scholarships*
 - *enhanced the membership of the Board of Directors to include people of influence and affluence*
 - *created an Arts Council to fund and acquire public art*
- *Promotes and supports teaching, learning and student success including the maintenance and improvement of quality instruction and services*
 - *created Stars for Excellence fund of 300,000 dollars to support student performance and competition statewide, nationally, and internationally*
 - *Promotes workforce and economic development regionally through partnerships with business and industry*
 - *Provides executive direction and leadership in the continuing development and review of the strategic master plan*
 - *formed President's Advisory Council to coordinate all planning processes and to link those processes to budget planning*
- *initiated implementation of Enterprise Application System*

Administrative Experience (continued)

PRESIDENT

August 1999-2002

Mission College, Santa Clara, California

- *served as chief executive officer (CEO)*
- *managed a budget of 20 million dollars*
- *supervised administration representing 150 full-time and 300 associate faculty and 10,500 credit students*
- *provided executive direction and leadership to the instructional, administrative, and student services functions*
- *formulated, developed, implemented, and reviewed a broad variety of policies, standards, and outcomes*
- *advocated for the college to all constituents, including legislative and governmental bodies at the local, state, federal, and international levels*
- *determined future priorities and strategic directions*
- *represented the college to the highest levels of technology organizations in Silicon Valley and beyond*
- *built upon and expanded partnerships with businesses, industry, community-based organizations, and other educational institutions*
- *developed new and expanded financial resources to support the college*
- *supported and planned for the development and completion of facilities*

Administrative Experience (continued)

VICE PRESIDENT OF INSTRUCTION

January 1992-1998

Orange Coast College, Costa Mesa, California

- *served as chief instructional officer (CIO)*
- *supervised academic deans representing 300 full-time and 450 associate faculty and 24,000 credit students*
- *directed college's research function*
- *served as interim Athletic Director*
- *provided leadership in the planning, development, continual evaluation, and improvement of the instructional program*
- *developed and prepared the instructional program for the college*
- *determined faculty staffing needs and prepared position specification and justifications*
- *supervised hiring and selection procedures and made recommendation for employment of faculty and staff*
- *supervised targeted student success programs such as Honors, Puente, Middle College, and Study Abroad*

DEAN OF ACADEMIC AFFAIRS

1988-1991

Los Angeles Harbor College, Wilmington, California

- *reported to the Vice President of Academic Affairs*
- *supervised the instructional divisions of Humanities, Library, Physical Education, Nursing and Architecture*
- *supervised the Instructional Media Center, the Television Studio, the Learning Resources Center and Graphics*
- *produced the Schedule of Classes and the college Catalog*
- *administered Project for Adult College Education (PACE)*
- *chaired Transfer Alliance/Honors Program*
- *chaired college's WASC accreditation self study*
- *administered Study Abroad/Australia Program*

CHAIRMAN, COMMUNICATIONS DIVISION

1985-1988

Los Angeles Harbor College, Wilmington, California

- *chaired the departments of Developmental Communications, English, ESL, French, German, Journalism, Spanish, Speech*
- *supervised and evaluated 35 full-time and 50 adjunct faculty*
- *initiated new courses in vocational education, children's literature*
- *designed and coordinated student English/ESL placement tests and orientation*
- *scheduled classes and ordered textbooks*
- *advised students regarding course offerings*
- *maintained division budgets*

Teaching Experience

Higher Education

El Camino College

Torrance, California

- Adjunct Instructor of English 1985-99

Loyola Marymount University

Los Angeles, California

- Adjunct Instructor of English 1988

Los Angeles Harbor College

Wilmington, California

- Tenured Professor of English 1980-88

Occidental College

Los Angeles, California

- Adjunct Instructor of English/Upward Bound 1977-87

Pepperdine University

Malibu, California

- Adjunct Instructor of Education/CPD 1977-79

University of Maryland

Pirmasens, Germany

- Adjunct Instructor of English 1974-75

Secondary, Elementary

Columbia School

El Monte, California

1977-80

St. Anastasia School

Los Angeles, California

1975-77

Pirmasens American School

Germany

1973-75

Carson Street School

Carson, California

1973

American Martyrs School

Manhattan Beach, California

1970-73

Professional Affiliations (selected)

- *Chief Executive Officers California Community Colleges*
- *Advisory Committee on Legislation, Community College League of California*
- *Los Angeles/Orange County Regional Consortium Steering Committee*
- *San Gabriel Valley Economic Partnership Board of Directors*
- *Advisory Committee to the Select Committee on Community Colleges (Served as Chair in 2004-05)*
- *California Community Colleges Economic and Workforce Development Program Advisory Committee*
- *American Association of Community Colleges Commission on Economic and Workforce Development*
- *Alliance Ambassador, Capella University*
- *Argosy University Advisory Board for the School of Education*
- *Commonwealth Club of Silicon Valley Advisory Council*
- *American Association of Community Colleges Commission on Communication and Marketing*
- *American Association of Community Colleges Manuscript Reviewer, Community College Press*
- *California Community Colleges International Education Advisory Board*
- *Silicon Valley Higher Education Roundtable*
- *Association of California Community College Administrators Corporate Relations Committee*
- *Commission on Education Policy, Community College League of California (CCLC)*

Honors/Awards (selected)

- *2005 Educator of the Year Award from the San Gabriel Valley Economic Partnership*
- *2003 Educator of Distinction Award from the Mt. San Antonio College Associated Students*
- *2002 Leadership Award from the Regional Learning Communities Consortium, Mission College*
- *2001 NCCCF Presidential Leadership Award from the Network of California Community College Foundations*

Presentations/Speeches (selected)

Representative Selections

Association of California Community College Administrators
"Redefining Development at the Community College."

DeVry University Commencement Address
"The Possibilities for Your Life"

Community College Trustees - Trustee Orientation Workshop and Board
Chair Workshop
"The Art and Nature of Trusteeship Roles and Responsibilities"

Walnut Valley Rotary Club
"Higher Education and Rotary"

Diamond Bar Chinese Association
"Mt. San Antonio College and Opportunities for Partnership"

League of Women Voters' 46th Annual Meeting
"Higher Education in California"

Southern California Fukienese Association
"Challenges Facing Higher Education"

Legislative Seminar, Senator Vasconcellos and Congresswoman Alquist,
"Bridging the Digital Divide"

Chancellor's Mega Conference,
"Techknowledgy Partnerships: A Winning Combination"

Western Association of Schools and Colleges,
"Self Study Workshop"

Orange Coast College Management Teams,
"Restructuring for the Future: Strategies for Effective Planning"

Chief Instructional Officers and Career Education Deans Seminar,
"Integrating Transfer and Vocational Education"

The California Higher Education Policy Center Panel Discussion,
"Time for Decision: California and the Future of Higher Education"

Orange Coast College and Taiwanese Educators,
"International Education Partnerships"

American Association of Women in Community Colleges (AAWCC),
"Insight into the Male Management Style"

Association for California College Tutorial and Learning Assistance,
"Innovation in a Changing World"

California Association of Community Colleges, Research Commission,
"Competency Level Exit Testing for English Language Acquisition"

Philosophy of Higher Education

My philosophy of higher education constitutes the underpinning for my leadership and managerial styles. The philosophy is born of extensive training and experience and reflects my core values. My philosophy of education encompasses the following beliefs:

- Each person has an inherent right to education and to learning. Each student is valuable, rich with potential, and a resource from whom others can learn. People of all ages and cultures should be encouraged, through nurturing and support, to work with diligence and perseverance to attain their educational goals. Respect for diversity is enriching and powerful and should be fostered in developing curricular programs and services.*
- The best institutions of higher learning are staffed by those who are encouraged to participate in decision making, who are regarded as experts with unique talents and training, and who are given the autonomy to exercise those talents. The best educators are those who are scholars and agents of change; who are compelled to share what they know about life and the world; who respect the students with whom they explore the meaning of life; who care passionately about student learning; and who are proponents of their own lifelong learning.*
- The best administrators are leaders who facilitate learning and who promote the goals and mission of the district; who are adept at problem resolution; whose value system places students' needs as primary in the college community; who are open to innovation; who are cognizant of emerging trends in education; whose work ethic is exemplary; and who value participative governance.*
- The curricula and services in a community college district should be designed to fulfill the promise of open access and to prepare students for success in the 21st Century and the global economy. The comprehensive college should encourage viable linkages with business and industry and should be a center for intellectual pursuit.*
- All planning processes are inclusive and are the basis for sound decision making and for accountability to students, alumni, donors, and the public. Students are entitled to a physical learning environment which is aesthetic, safe, and inviting. They are entitled to an educational environment which is superlative, challenging, and equitable in the best traditions of higher education.*

Management Philosophy & Practice

Essential to the effectiveness of a good administrator is a management philosophy which shapes how one works, makes decisions, collaborates with colleagues, governs, and serves the many constituents to whom he is accountable. My philosophy of management gives meaning and purpose to my work and is based on the belief that leading an educational institution is an honor and a privilege with commensurate and significant responsibilities, the most important of which are to ensure that teaching and learning of students and the quality of programs and services are exemplary. This is accomplished by endorsing the principles of collegiality and by recognizing my role in its implementation. As an administrator, I embrace the following as standards of good practice:

- respect and trust all constituents in the institution*
- assume that the institution is filled with talented people*
- recognize that true leadership is team leadership*
- acknowledge the successes and creativity of others*
- admit mistakes and accept criticism*
- maintain optimism even when doing so is difficult*
- be proactive in problem solving, considering all viable solutions*
- value persistence and patience in oneself and in others*
- plan for the future directions of programs and services*
- assist staff to achieve professional goals and potential*
- carry out policies and directives of governing bodies*
- understand the institution and honor its history and traditions*
- consider the solutions of those closest to the problem*
- articulate frequently the goals and mission of the institution*
- maintain high standards of performance for oneself and for others*

References

Supervisors

David A. Grant

President, (1989-1995)
Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92628-5005
949/646-4337 (home)

Linda Salter

Chancellor, (1999-2002)
West Valley-Mission Community College Dist.
1555 Tarrytown Street
San Mateo, CA 94402
650/578-9306 (home)
650/504-1541 (cell)

Subordinates

Jack Miyamoto

Interim Vice President, Human Resources
Mt. San Antonio College
1100 N. Grand Avenue
Walnut, CA 91789
909/594-5611 x4225 (office)
619/540-1284 (cell)

Mike Gregoryk

Vice President, Administrative Services
Mt. San Antonio College
1100 N. Grand Avenue
Walnut, CA 91789
909/594-5611 x5303 (office)
909/569-5729 (cell)

Support Staff

Diana Casteel

Executive Assistant
Mt. San Antonio College
1100 N. Grand Ave.
Walnut, CA
909/5945611 x5431 (office)

Eva Moeller

Executive Assistant
Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92628-5005
714/546-0180

Community Members

James G. Elliott

President
James G. Elliott Company
626 Wilshire Boulevard, Suite 500
Los Angeles, Ca 90017
213/624/0900 x1514 (office)
626/645-4445 (cell)

James H. Randall

President
Allfast Fastening Systems, Inc.
15200 Don Julian Road
City of Industry, CA 91745
626/968-9388 x290 (office)
626/303-7945 (home)

Faculty Leaders

Terri Smith Long

President, Faculty Association
Mt. San Antonio College
1100 N. Grand Avenue
Walnut, CA 91789
909/594-5611 x4531 (office)
909/319-3484 (cell)

Ron Reel

President, Community Colleges Association
16835 Algonquin St., Unit 101
Huntington Beach, CA 92649
714/846-5153 (home)
909/938-4663 (cell)

909/393-4958 (*home*)

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: MANAGEMENT APPOINTMENT, DEAN OF HEALTH SCIENCES AND PUBLIC SAFETY

SUBMITTED BY: Rocio Chavez _____

RECOMMENDED BY: Rocio Chavez *Rocio Chavez* _____

APPROVED BY: Robert Silverman *RS* _____

Description/Background:

Recruitment for the Dean of Instruction, Humanities & Arts, has been completed, and it is recommended that Patricia Luther be given a contract, beginning July 9, 2008 through June 30, 2009.

Need: The above position is needed to fulfill accreditation requirements.

Fiscal Impact: Range 20 on the Management Salary Schedule, \$9479/month plus benefits

Recommended Action: It is recommended that the Board approve the appointment 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** X **BOARD INFORMATION (no action required)** ___

TOPIC: MANAGEMENT APPOINTMENT, INTERIM DEAN OF INSTRUCTION,
VOCATIONAL EDUCATION

SUBMITTED BY: Rocio Chavez

RECOMMENDED BY: Rocio Chavez Rocio Chavez

APPROVED BY: Robert Silverman RS

Description/Background:

Recruitment for the Interim Dean of Instruction, Vocational Education, has been completed, and it is recommended that Jeffrey Holmes be given a contract, beginning July 9, 2008 through June 30, 2009.

Need: The above position is needed to fulfill accreditation requirements.

Fiscal Impact: Range 20 on the Management Salary Schedule, \$10,456/month plus benefits.

Recommended Action: It is recommended that the Board approve the appointment as listed.

Legal Review: YES ___ 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) X

TOPIC: EMERITUS STATUS
SUBMITTED BY: Rocio Chavez Rocio Chavez
RECOMMENDED BY: Rocio Chavez Rocio Chavez
APPROVED BY: Robert Silverman RS

Description/Background:

Emeritus status has been requested and approved for the following academic retiree. The appropriate departments have been notified to take the necessary actions to provide the emeritus status benefits.

Bill Bachofner

Need:

Fiscal Impact:

Recommended Action: Emeritus status is presented as an informational item; no board action is necessary.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: July 8, 2008

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

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

TOPIC: MONTHLY FINANCIAL REPORTS

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: Mary Pringle *Mary Pringle*

APPROVED BY: Robert Silverman *RS*

Description/Background:

Financial reports are being presented for the period ending May 31, 2008, for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

A copy of the original monthly financial reports is available in the Superintendent/President's office.

Need: N/A

Fiscal Impact: None

Recommended Action:

This is an information only item.

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

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

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
GENERAL FUND - FUND 01
As of 5/31/08

| | Budget | Actual | Budget Remaining | Percentage Remaining |
|--|----------------------|----------------------|-----------------------------|---------------------------------|
| Beginning Fund Balance 7/1/07 | \$ 3,313,891 | | | |
| <u>Revenues</u> | | | | |
| Federal | \$ 4,413,192 | \$ 1,606,140 | \$ 2,807,052 | 63.61% |
| State | \$ 40,310,092 | \$ 34,603,762 | \$ 5,706,330 | 14.16% |
| Local | \$ 12,288,680 | \$ 10,931,775 | \$ 1,356,905 | 11.04% |
| Transfers In | \$ 4,800,000 | \$ 2,000,000 | \$ 2,800,000 | 0.00% |
| <u>Total Revenues</u> | \$ 61,811,964 | \$ 49,141,677 | \$ 12,670,287 | 20.50% |
| <u>Expenditures</u> | | | | |
| Academic Salaries | \$ 25,340,339 | \$ 20,198,369 | \$ 5,141,970 | 20.29% |
| Classified Salaries | \$ 14,047,577 | \$ 12,381,977 | \$ 1,665,600 | 11.86% |
| Benefits | \$ 8,654,972 | \$ 7,691,325 | \$ 963,647 | 11.13% |
| Supplies | \$ 1,925,180 | \$ 1,185,431 | \$ 739,749 | 38.42% |
| Operating Expenses | \$ 8,343,214 | \$ 6,577,520 | \$ 1,765,694 | 21.16% |
| Capital Outlay | \$ 2,215,527 | \$ 1,426,767 | \$ 788,760 | 35.60% |
| Transfers, Grants, Contingency | \$ 779,999 | \$ 472,331 | \$ 307,668 | 39.44% |
| Debt Service Retirement/Interest | \$ 2,485,168 | \$ 1,666,607 | \$ 818,561 | |
| <u>Total Expenditures</u> | \$ 63,791,976 | \$ 51,600,327 | \$ 12,191,649 | 19.11% |
| Excess Revenues/(Expenditures) | \$ (1,980,012) | \$ (2,458,650) | | |
| Month Ending Fund Balance 5/31/08 | | \$ 855,241 | | |
| Projected Ending Fund Balance | \$ 1,333,879 | | | |

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 5/31/08

| | Budget | Actual | Budget Remaining | Percentage Remaining |
|--|----------------------|----------------------|---------------------|-------------------------|
| Beginning Fund Balance 7/1/07 | \$ 40,752,536 | | | |
| <u>Revenues</u> | | | | |
| Local Revenues | \$ 1,017,040 | \$ 1,771,228 | \$ (754,188) | -74.16% |
| Transfers In | | \$ - | \$ - | |
| <u>Total Revenues</u> | \$ 1,017,040 | \$ 1,771,228 | \$ (754,188) | -74.16% |
| <u>Expenditures</u> | | | | |
| Debt Service Payments | \$ 10,800,000 | \$ 3,500,000 | \$ 7,300,000 | 67.59% |
| <u>Total Expenditures</u> | \$ 10,800,000 | \$ 3,500,000 | \$ 7,300,000 | |
| Net Change in Fund Balance | \$ (9,782,960) | \$ (1,728,772) | | |
| Month Ending Fund Balance 5/31/08 | | \$ 39,023,764 | | |
| Projected Ending Fund Balance | \$ 30,969,576 | | | |

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 5/31/08

| | Budget | Actual | Budget Remaining | Percentage Remaining |
|--|----------------------|----------------------|-----------------------------|---------------------------------|
| Beginning Fund Balance 7/1/07 | \$ 1,482,535 | | | |
| <u>Revenues</u> | | | | |
| State | \$ 13,894,924 | \$ 8,276,507 | \$ 5,618,417 | 40.44% |
| Interest Income | \$ 45,000 | \$ 71,680 | \$ (26,680) | -59.29% |
| Redevelopment | \$ 1,326,049 | \$ 1,326,049 | \$ - | 0.00% |
| Miscellaneous Income | \$ 238,918 | \$ 238,918 | \$ - | |
| Transfers In | \$ 6,500,000 | \$ 6,500,000 | \$ - | 0.00% |
| <u>Total Revenues</u> | \$ 22,004,891 | \$ 16,413,154 | \$ 5,591,737 | 25.41% |
| <u>Expenditures</u> | | | | |
| Supplies | \$ 4,166 | \$ 2,283 | \$ 1,883 | 45.20% |
| Contracts | \$ 75,294 | \$ 24,164 | \$ 51,130 | 67.91% |
| Sites | \$ - | \$ - | \$ - | |
| Buildings-New & Remodel | \$ 23,002,107 | \$ 16,446,867 | \$ 6,555,240 | 28.50% |
| Equipment | \$ 32,000 | \$ 18,636 | \$ 13,364 | 41.76% |
| Transfers/Grants/Contingency | \$ 82,424 | \$ 56,980 | \$ 25,444 | 30.87% |
| <u>Total Expenditures</u> | \$ 23,191,825 | \$ 16,546,647 | \$ 6,645,178 | |
| Net Change in Fund Balance | \$ (1,186,934) | \$ (190,473) | | |
| Month Ending Fund Balance 5/31/08 | | \$ 1,292,062 | | |
| Projected Ending Funding Balance | \$ 295,601 | | | |

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 5/31/08

| | Annual Budget | YTD Actual | Budget Remaining | Percentage Remaining |
|--|---------------------|-----------------------|---------------------|-------------------------|
| Beginning Fund Balance 7/1/07 | \$ 353,862 | | | |
| <u>Revenues</u> | | | | |
| Federal | \$ 244,216 | \$ 133,242 | \$ 110,974 | 45.44% |
| State | \$ 811,066 | \$ 545,347 | \$ 265,719 | 32.76% |
| Local | \$ 110,015 | \$ 50,298 | \$ 59,717 | 54.28% |
| Transfers In | \$ - | \$ - | \$ - | |
| <u>Total Revenues</u> | \$ 1,165,297 | \$ 728,887 | \$ 436,410 | 37.45% |
| <u>Expenditures</u> | | | | |
| Academic Salaries | \$ 662,481 | \$ 443,661 | \$ 218,820 | 33.03% |
| Classified Salaries | \$ 346,398 | \$ 200,971 | \$ 145,427 | 41.98% |
| Benefits | \$ 231,532 | \$ 198,067 | \$ 33,465 | 14.45% |
| Instructional Supplies | \$ 49,000 | \$ 27,711 | \$ 21,289 | 43.45% |
| Operating Expenses | \$ 87,410 | \$ 69,925 | \$ 17,485 | 20.00% |
| Equipment | \$ 45,585 | \$ 22,784 | \$ 22,801 | 50.02% |
| Reserve/Contingencies | \$ - | \$ - | \$ - | 0.00% |
| <u>Total Expenditures</u> | \$ 1,422,406 | \$ 963,119 | \$ 459,287 | 32.29% |
| Net Change in Fund Balance | \$ (257,109) | \$ (234,232) | | |
| Month Ending Fund Balance 5/31/08 | | \$ 119,630 | | |

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 5/31/08

| | Budget | Actual | Budget Remaining | Percentage Remaining |
|--|---------------|---------------|-----------------------------|---------------------------------|
| Beginning Fund Balance 7/1/07 | \$ 8,170 | | | |
| <u>Revenues</u> | \$ 101,000 | \$ 88,779 | \$ 12,221 | 12.10% |
| <u>Expenditures</u> | | | | |
| Transfers Out | \$ 101,000 | \$ 48,279 | \$ 52,721 | 52.20% |
| Net Change in Fund Balance | \$ - | \$ 40,500 | | |
| Month Ending Fund Balance 5/31/08 | | \$ 48,670 | | |

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 5/31/08

| | Budget | Actual | Budget Remaining | Percentage Remaining |
|--|------------------|------------------|---------------------|-------------------------|
| Beginning Fund Balance 7/1/07 | \$ 19,313 | | | |
| <u>Revenues</u> | | | | |
| Interest Income | \$ 200 | \$ 662 | \$ (462) | -231.00% |
| Transfers In | \$ 15,800 | \$ 41,565 | \$ (25,765) | 0.00% |
| <u>Total Revenues</u> | <u>\$ 16,000</u> | <u>\$ 42,227</u> | <u>\$ (26,227)</u> | -163.92% |
| <u>Expenditures</u> | | | | |
| Reserve For Contingencies | \$ 16,000 | \$ - | \$ 16,000 | 100.00% |
| <u>Total Expenditures</u> | <u>\$ 16,000</u> | <u>\$ -</u> | <u>\$ 16,000</u> | |
| Net Change in Fund Balance | \$ - | \$ 42,227 | | |
| Month Ending Fund Balance 5/31/08 | | \$ 61,540 | | |
| Projected Ending Fund Balance | \$ 19,313 | | | |

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 5/31/08

| | Budget | Actual | Budget Remaining | Percentage Remaining |
|--|-------------------|-------------------|-----------------------------|---------------------------------|
| Beginning Fund Balance 7/1/07 | \$ 205,497 | | | |
| <u>Revenues</u> | | | | |
| Interest Income | \$ 6,900 | \$ 7,127 | \$ (227) | -3.29% |
| Miscellaneous Income | \$ - | \$ - | \$ - | |
| Transfers In | \$ - | \$ - | \$ - | |
| <u>Total Revenues</u> | \$ 6,900 | \$ 7,127 | \$ (227) | 70.12% |
| <u>Expenditures</u> | | | | |
| Supplies | \$ 25,000 | \$ 4,287 | \$ 20,713 | 82.85% |
| Travel | \$ 25,000 | \$ 5,166 | \$ 19,834 | 79.34% |
| Contracted Services | \$ 105,000 | \$ 31,377 | \$ 73,623 | 70.12% |
| New Equipment | \$ 25,000 | \$ 789 | \$ 24,211 | 0.00% |
| Reserve for Contingencies | \$ - | \$ - | \$ - | |
| <u>Total Expenditures</u> | \$ 180,000 | \$ 41,619 | \$ 138,381 | 76.88% |
| Net Change in Fund Balance | \$ (173,100) | \$ (34,492) | | |
| Month Ending Fund Balance 5/31/08 | | \$ 171,005 | | |
| Projected Ending Fund Balance | \$ 32,397 | | | |

**VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
RAMS BOOKSTORE
As of 5/31/08**

| | Budget | Actual | Budget Remaining | Percentage Remaining |
|--|--------------|--------------|---------------------|-------------------------|
| Beginning Fund Balance 7/1/07 | \$ 957,839 | | | |
| <u>Revenues</u> | \$ 3,819,000 | \$ 3,997,807 | \$ (178,807) | -4.68% |
| Less: Cost of Goods Sold | \$ 2,940,000 | \$ 3,065,243 | \$ (125,243) | |
| Gross Margin from Local Revenues | \$ 879,000 | \$ 932,564 | | |
| Total Other Income | | \$ 8,380 | | |
| <u>Total Revenues</u> | | \$ 940,944 | | |
| <u>Expenditures</u> | \$ 879,000 | \$ 829,916 | | |
| Estimated labor to be invoiced | | \$ 51,500 | | |
| <u>Total Expenditures</u> | \$ 787,000 | \$ 881,416 | \$ (94,416) | -12.00% |
| Revenues/(Expenditures) | \$92,000 | \$ 59,528 | | |
| Month Ending Fund Balance 5/31/08 | | \$ 1,017,367 | | |
| Projected Ending Fund Balance | \$ 1,049,839 | | | |

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
AUXILIARY SERVICES
As of 5/31/08

| | Budget | Actual | Budget Remaining | Percentage Remaining |
|--|---------------|-------------------|-----------------------------|---------------------------------|
| Beginning Fund Balance 7/1/07 | \$ 147,259 | | | |
| <u>Revenues</u> | \$ 481,000 | \$ 382,939 | \$ 59,116 | 12.29% |
| Estimated "Due From" District | | <u>\$ 38,945</u> | | |
| <u>Total Revenues</u> | | <u>\$ 421,884</u> | | |
| <u>Expenditures</u> | | | | |
| Estimated Labor to be invoiced "Due To" District | \$ 481,000 | \$ 322,321 | \$ 130,679 | 27.17% |
| <u>Total Expenditures</u> | | <u>\$ 28,000</u> | | |
| | | <u>\$ 350,321</u> | | |
| Revenues/(Expenditures) | \$ - | \$ 71,563 | | |
| Month Ending Fund Balance 5/31/08 | | \$ 218,822 | | |
| Projected Ending Fund Balance | \$ 147,259 | | | |

**VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
ASB FUND
As of 5/31/08**

| | Budget | Actual | Budget Remaining | Percentage Remaining |
|--|---------------|------------------|-----------------------------|---------------------------------|
| Beginning Fund Balance 7/1/07 | \$ 109,586 | | | |
| <u>Revenues</u> | \$160,000 | \$159,644 | \$356 | 0.22% |
| Estimated amount "Due From" District | | \$8,616 | | |
| <u>Total Revenues</u> | | <u>\$168,260</u> | | |
| <u>Expenditures</u> | \$160,000 | \$146,363 | \$13,637 | 8.52% |
| <u>Total Expenditures</u> | | \$21,897 | | |
| Revenues/(Expenditures) | \$ - | \$ 21,897 | | |
| Month Ending Fund Balance 5/31/08 | | \$ 131,483 | | |
| Projected Ending Fund Balance | \$ 109,586 | | | |

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 5/31/08

| | Budget | Actual | Budget Remaining | Percentage Remaining |
|--|----------------------|----------------------|-----------------------|-------------------------|
| Beginning Fund Balance 7/1/07 | \$ 65,911 | | | |
| <u>Revenues</u> | | | | |
| PELL | \$ 10,035,212 | \$ 6,662,331 | \$ 3,372,881 | 0.00% |
| SEOG | 310,138 | 230,700 | 79,438 | 7.40% |
| Direct Loan | 423,417 | 4,691,514 | -4,268,097 | 0.00% |
| Cal Grant | 742,062 | 945,222 | -203,160 | 0.00% |
| CARE | 103,595 | 123,000 | -19,405 | 0.00% |
| TRIO | 30,000 | 30,000 | 0 | 87.21% |
| EOPS | 8,800 | 0 | 8,800 | 0.00% |
| ACG | 0 | 46,150 | -46,150 | |
| Total Revenues | \$ 11,653,224 | \$ 12,728,917 | \$ (1,075,693) | 0.20% |
| <u>Expenditures</u> | | | | |
| PELL | \$ 10,035,212 | \$ 6,661,991 | \$ 3,373,221 | 0.00% |
| SEOG | 310,138 | 230,700 | 79,438 | 8.11% |
| Direct Loan | 423,417 | 4,658,804 | -4,235,387 | 0.00% |
| Cal Grant | 742,062 | 881,115 | -139,053 | 1.02% |
| CARE | 103,595 | 102,257 | 1,338 | 21.76% |
| TRIO | 30,000 | 0 | 30,000 | 100.00% |
| EOPS | 8,800 | 0 | 8,800 | 100.00% |
| ACG | 0 | 46,150 | -46,150 | |
| Bank Charges | 0 | 0 | 0 | |
| Origination Fee | 0 | 0 | 0 | |
| Total Expenditures | \$ 11,653,224 | \$ 12,581,017 | \$ (927,793) | 0.81% |
| Net Change in Fund Balance | \$ - | \$ 147,900 | | |
| Month Ending Fund Balance 5/31/08 | | \$ 213,811 | | |
| Projected Ending Fund Balance | \$ 65,911 | | | |