

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

Date: June 8, 2010

Place: Workshop: 3:30-5:30 p.m., Board Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

Closed Session: 5:30-7 p.m. Human Resources Conference Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

Regular Meeting: 7 p.m. Board Room Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

AGENDA ~ Board Room

This meeting will be electronically recorded

1. **CALL TO ORDER** 3:30 p.m.
ROLL CALL
PLEDGE OF ALLEGIANCE

WORKSHOP ~ Board Room

Presentations by Consultants for Superintendent/President Search 3:30-5:30 p.m.

2. **ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA**
ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

CLOSED SESSION ~ Human Resources Conference Room

3. **CLOSED SESSION** 5:30-7 p.m.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION– Government Code Section 54954.5
Interim Superintendent/President
Deputy Superintendent/Executive Vice President, Instruction and Student Services

CONFERENCE WITH LABOR NEGOTIATOR – Government Code Section 54957.6
District Representative: Fusako Yokotobi
Employee Organization: AFT

CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Government Code Section 54956.9(b) (3) (A)
(1 case)

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)

3.1 RECESS TO CLOSED SESSION

REGULAR MEETING AGENDA

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

4. OPEN SESSION REGULAR MEETING

7 p.m.

4.1 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)

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 11, 2010 regular Board meeting

5.2 Foundation – Memorandum of Understanding

Acceptance of the Memorandum of Understanding with the Victor Valley Community College Foundation for developing and administering grant proposals. Fiscal Impact: None

5.3 Water Purchase – Young Mo Yang

Ratification of the water purchase of 5 acre feet from Mr. Young Mo Yang. Fiscal Impact: Budgeted, \$250.00.

5.4 Water Purchase – Cole D. Frates

Ratification of the water purchase of 11 acre feet from Mr. Frates. Fiscal Impact: Budgeted, \$550.00.

5.5 Agreement – Priority Mailing Systems, LLC

Ratification of the agreement between Victor Valley Community College District and Priority Mailing Systems, LLC to supply a 51 month lease that provides a postage machine and maintenance services to support the District's postal services. The lease will commence upon delivery of the new postage equipment. Fiscal Impact: \$547.09 per month, \$6,565.08 per year, budgeted item.

- 5.6 Disposal of District Owned Property
Approval of the disposal of a 1985 MAN bus to Lucerne Valley Unified School District.
Fiscal Impact: None
- 5.7 Disposal of District Owned Property
Approval of the disposal of surplus and obsolete property via auction. Fiscal Impact:
Revenue to the District. Auctioneer is paid a percentage of the sale price.
- 5.8 Agreement Renewal – Thyssen Krupp Elevator
Ratification of the renewal agreement between Victor Valley Community College District
and Thyssen Krupp Elevator to provide services to the elevators on campus as needed
for the 2010-2011 fiscal year. Fiscal Impact: \$25,560.00, budgeted item.
- 5.9 Agreement Renewal – Safety-Kleen Systems, Inc.
Ratification of the renewal agreement between Victor Valley Community College District
and Safety-Kleen Systems, Inc. to provide and service the component washers for the
Maintenance & Operations vehicle repair and automotive areas. Fiscal Impact:
\$2,000.00, budgeted item.
- 5.10 Agreement Renewal – Prudential Overall Supply
Ratification of the agreement between Victor Valley Community College District and
Prudential Overall Supply for work uniforms, dry mops and shop rags for use on campus
for fiscal year 2010-2011. Fiscal Impact: \$9,200.00, budgeted item.
- 5.11 Agreement Renewal – Porter Boiler Services
Ratification of the renewal agreement between Victor Valley Community College District and
Porter Boiler Services to provide services on two flex tube boilers for 2010-2011 fiscal year.
Fiscal Impact: \$13,002.00, budgeted item.
- 5.12 Agreement Renewal – Nova Facility Management
Ratification of the renewal agreement between Victor Valley Community College District
and Nova Facility Management to provide energy management system parts and
technical support for the 2010-2011 fiscal year. Fiscal Impact: \$2,700.00, budgeted
item.
- 5.13 Agreement Renewal – North State Environmental
Ratification of the agreement between Victor Valley Community College District and
North State Environmental to provide hazardous waste management services for the
2010-2011 fiscal year. Fiscal Impact: \$24,000.00, budgeted item.
- 5.14 Agreement Renewal – M&D Fire Equipment Company
Ratification of the agreement between Victor Valley Community College District and M&D
Fire Equipment Company to provide monthly service to campus fire extinguishers and to
stock First Aid kits on campus for the 2010-2011 fiscal year. Fiscal Impact: \$9,750.00,
budgeted item.
- 5.15 Agreement Renewal – The Liquidation Company
Ratification of the agreement between Victor Valley Community College District and The
Liquidation Company to supply auctioneer services for the disposal of surplus equipment
no longer of use or value to the college under Education Code 81450 for the 2010-2011
fiscal year. Fiscal Impact: Revenue to the District. Auctioneer is paid a percentage of
the sales price.

- 5.16 Agreement Renewal – Diamond Environmental Services
Ratification of the agreement between Victor Valley Community College District and Diamond Environmental Services to provide portable restroom service for the 2010-2011 fiscal year. Fiscal Impact: \$850.56, budgeted item.
- 5.17 Agreement Renewal – Dewey Pest Control
Ratification of the contract between Victor Valley Community College District and Dewey Pest Control to provide pest control services as needed for the 2010-2011 fiscal year. Fiscal Impact: \$5,520.00, budgeted item.
- 5.18 Agreement Renewal – B3 Backflow, Inc.
Ratification of the contract between Victor Valley Community College District and B3 Backflow, Inc. to provide annual testing and possible repairs of approximately 19 backflow preventers located throughout the campus for the 2010-2011 fiscal year. Fiscal Impact: \$1,235.00, budgeted item.
- 5.19 Agreement Renewal – Ana Septic Service
Ratification of the agreement between Victor Valley Community College District and Ana Septic Services for pumping services on the Student Activities Center grease interceptor for the 2010-2011 fiscal year. Fiscal Impact: \$1,970.00, budgeted item.
- 5.20 Agreement Renewal – America's Xpress Rent-A-Car
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and America's Xpress Rent-A-Car to provide rental vans for student and staff transportation for the 2010-2011 fiscal year. Fiscal Impact: \$25,000.00, budgeted item.
- 5.21 Agreement Renewal – American Fire Safety, Inc.
Ratification of the agreement between Victor Valley Community College District and American Fire Safety, Inc. to provide service to campus fire sprinklers for the 2010-2011 fiscal year. Fiscal Impact: \$6,450.00, budgeted item.
- 5.22 Agreement – Waste Receptacle Advertising Partners
Approval of the agreement between Victor Valley Community College District and Waste Receptacle Advertising Partners to provide campus outdoor waste receptacles to include mutually agreed upon advertisements, graphics, materials and installation at no cost to the District. Fiscal Impact: Fifty percent (50%) of total monthly advertising revenue to the District generated from the use of licensed receptacles.
- 5.23 Agreement – Carrier Johnson
Ratification of the agreement between Victor Valley Community College District and Carrier Johnson to complete architectural and engineering services for the main gymnasium building #71 HVAC System maintenance and repair. Fiscal Impact: \$34,620.00 + \$3,000.00 reimbursable expenses – locally bond funded.
- 5.24 Agreement – Campus Planning Group
Ratification of the agreement between Victor Valley Community College District and Campus Planning Group to work in conjunction with the facilities construction department to prepare and submit to the State Chancellor's office the district's 5-year plan, space inventory report, enrollment projections and project proposals for the 2010-11 fiscal year. Fiscal Impact: \$20,000.00 plus reimbursable expenses, Fund 71 expenditure.

- 5.25 Agreement – Cooley Construction, Inc.
Ratification of the agreement between Victor Valley Community College District and Cooley Construction, Inc. to remove accumulated debris located behind the warehouse building, near the Solar Generating Facility. Fiscal Impact: \$14,875.00, Fund 71 expenditure.
- 5.26 Agreement – Sta-Dry Waterproofing & Coatings
Ratification of the agreement between Victor Valley Community College District and Sta-Dry Waterproofing & Coatings to power wash and apply super strength water sealant to the south facing wall of the Technology Center building. Fiscal Impact: \$13,420.00, Fund 71 expenditure.
- 5.27 Authorized Electronic Signature Key Users
Approval of Mary Pringle and Josanna Orta as authorized signature key users for the period of July 1, 2010 through June 30, 2011. Fiscal Impact: None
- 5.28 Designation of Newspaper for 2010-2011 District Budget 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 7 through 13, 2010, and public hearing dates as September 14, 2010. Fiscal Impact: None
- 5.29 Authorized Signatory
Approval of Fusako Yokotobi as the authorized representative of the Board of Trustees in the matters listed for fiscal year 2010-2011 per Education Code 72282. Fiscal Impact: None
- 5.30 Authorized Signatories
Approval of Christopher O'Hearn, GH Javaheripour and Mary Pringle as the authorized representatives in the matters listed for fiscal year 2010-2011 per Education Code 72282. Fiscal Impact: None
- 5.31 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.32 Disposal of Surplus Property
Approval of the list of furniture/equipment to be surplus. Fiscal Impact: None
- 5.33 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.34 Agreement Renewal – Hi Desert Alarm
Ratification of the agreement between Victor Valley Community College District and Hi Desert Alarm to provide service to maintain the fire alarm systems on for the 2010-2011 fiscal year. Fiscal Impact: \$6,500.00, budgeted item.
- 5.35 Agreement – John Levell
Approval of the agreement between Victor Valley Community College District and John Levell to provide cultural diversity training workshop for the period May 26, 2010 through June 30, 2010. Fiscal Impact: Categorically funded through EEO budget, \$200/hour.
- 5.36 Agreement – County of San Bernardino
Approval of the agreement between Victor Valley Community College District and the County of San Bernardino to provide Use of Force Instructional Update Course and Trimester Use of Force Training 2010-2013 for police officers, effective July 1, 2010. Fiscal Impact: Budgeted \$4,600.00.

- 5.37 Revision, Victor Valley College Equal Employment Opportunity Plan
Approval of the revised language on page 8 of the Equal Opportunity Plan. Fiscal Impact: None.
- 5.38 License Agreement – McKesson Corporation
Approval of the software license agreement for the purchase of Medisoft Network Professional software, to include 25 user licenses. The licenses will enable WIA program participants to complete their certification in the Health Information Medical Training program. Fiscal Impact: \$5,581.39 grant funded – WIA.
- 5.39 Agreements – Contract Education Services
Approval of the Contract Education Services' agreements listed below to obtain a food handler's certification. Fiscal Impact: \$900.00 to the District.

Vendor:	Income to the District
Del Taco Restaurant – 15470 Palmdale Rd., Victorville	\$ 300.00
El Pascador Restaurant	\$ 300.00
Bizzy Bees Bakery	\$ 300.00
Total:	\$ 900.00

- 5.40 Out of Country Travel – Asia
Approval of the out of the country travel to East Timor in Asia for students registered in Biology 98 and Biology 250A during the 2010 summer session from June 19, 2010 through July 10, 2010. Students will be accompanied by Associate Professor of Biology, Dr. Hinrich Kaiser. Fiscal Impact: None
- 5.41 Agreement – Larry Kendall
Approval of the independent contractor agreement between Victor Valley Community College District and Larry Kendall to provide robotics instruction for Upward Bound Math & Science during the summer program. The period of this agreement is from June 21, 2010 to July 30, 2010. Fiscal Impact: Budgeted, grant funded \$900.00.
- 5.42 Agreement – Learn CPR 4 Life
Approval of the independent contractor agreement between Victor Valley Community College District and Learn CPR 4 Life to conduct a one day workshop on June 16, 2010. Fiscal Impact: Budgeted, grant funded, not to exceed \$1,392.00.
- 5.43 Agreement – The Princeton Review
Approval of the independent contractor agreement between Victor Valley Community College District and The Princeton Review to provide ACT preparation instruction to Upward Bound Math & Science Program participants during the summer academy. Fiscal Impact: Budgeted, \$2,000.00, grant funded.
- 5.44 Agreement – Nancy Noyer
Approval of the independent contractor agreement between Victor Valley Community College District and Nancy Noyer who will be conducting an intensive English review for the Upward Bound participants during their 2010 summer academy. Fiscal Impact: Budgeted, \$1,500.00, grant funded.
- 5.45 Agreement – Lucerne Valley Unified School District
Approval of the independent contractor agreement between Victor Valley Community College District and Lucerne Valley Unified School District to provide school bus transportation for Upward Bound Math & Science Program participants in the LVUSD. Fiscal Impact: Budgeted, \$9,500.00, grant funded.

5.46 Agreement – First Student Charter

Approval of the independent contractor agreement between Victor Valley Community College District and First Student Charter to provide bus transportation for Upward Bound and Upward Bound Math & Science Program participants for Victor Valley, Silverado and Hesperia High Schools during the 2010 summer academy and the 2010-2011 academic year. The period of this agreement is July 1, 2010 through June 30 2011. Fiscal Impact: Budgeted, not to exceed \$35,000.00, grant funded.

5.47 Agreement – Ebmeyer Charter

Approval of the independent contractor agreement between Victor Valley Community College District and Ebmeyer Charter to provide charter bus transportation for Student Support Services, Upward Bound and Upward Bound Math & Science programs participants for college tours, and cultural event field trips for the 2010-2011 fiscal year. Fiscal Impact: Budgeted, not to exceed \$20,000.00, grant funded.

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

Approval of the independent contractor agreement between Victor Valley Community College District and H&L Charter Co., Inc. to provide transportation services for GEAR UP students/staff/chaperones in GEAR UP partner schools for educational and academic activities including transportation to colleges/universities. Fiscal Impact: Budgeted, not to exceed \$12,500.00, grant funded.

5.49 Agreements – Johanna Federwisch, Ryan Miles, Daisy Mondragon, Oluronke Ogunleye, Justin Osterberg, Heather Vennes

Approval of the independent contractor agreement between Victor Valley Community College District and Johanna Federwisch, Ryan Miles, Daisy Mondragon, Oluronke Ogunleye, Justin Osterberg, Heather Vennes to provide academic services to GEAR UP students during the 2010 GEAR UP Summer Academy; consistent with the GEAR UP program grant objectives. Fiscal Impact: Budgeted, not to exceed \$18,000, grant funded.

5.50 Agreement – Joseph Woodford

Approval of the independent contractor agreement between Victor Valley Community College District and Joseph Woodford of Advisory Publishing & Consulting who will conduct a one-day workshop June 15, 2010 on workplace harassment prevention to summer program staff during the 2010 summer programs for the GEAR-UP, Upward Bound, and Upward Bound Math and Science programs staff. Fiscal Impact: \$400.00, grant funded.

5.51 Agreement – Hesperia Unified School District

Ratification of agreement between Victor Valley Community College District and Hesperia Unified School District for the use of their stadium for the June 11, 2010 commencement ceremony. Fiscal Impact: Budgeted item, not to exceed \$2,500.00, graduation account.

5.52 Curriculum Changes

Approval of the curriculum changes that have been recommended by the College Curriculum Committee March 25 and April 8, 2010. Fiscal Impact: None

5.53 MOU Renewal for James Irvine Foundation Grant

Approval of the MOU between Victor Valley Community College District and Private/Public Ventures and Mojave Basin Youth Corps for College & Career Connections Fund from the James Irvine Foundation. Fiscal Impact: \$22,500 to the District (including \$2,300.00 for the Victor Valley College Foundation).

5.54 Foundation Donations

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$24,531.73 and transferred \$14,898.57 in student scholarships for a total cash contribution of \$39,430.30. The Foundation has also received and is transferring ownership of in-kind (non-cash) gifts valued at \$6,965. Total contributions for March-April 2010 are \$46,395.30 to the District.

5.55 Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below that are being offered in the Contract Education Department. Fiscal Impact: \$94,650 income to the District.

Vendor:	Income to the District
Southwest	\$ 2,000.00
Such a Voice	\$ 1,000.00
Learn CPR 4 Life	\$ 10,600.00
Standing Room Only Productions	\$ 1,600.00
Preston Guillory Investigations	\$ 4,000.00
Voices for All	\$ 600.00
Boston Reed College	\$ 9,000.00
Ath-elites	\$ 1,250.00
Freshi Films, LLC	\$ 2,000.00
Pronto Spanish	\$ 5,000.00
Total:	\$ 94,650.00

ACTION AGENDA

6. BOARD OF TRUSTEES

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

7. SUPERINTENDENT/PRESIDENT

7.1 Agreement – Somerset Capital Group, LTD. YES ___ NO ___

Approval of the lease agreement between Victor Valley Community College District and Somerset Capital Group, LTD for a lease agreement on the Datatel equipment and to add additional capabilities to our current equipment. Fiscal Impact: \$45,126.90, budgeted item.

7.2 Agreement Renewal – Novell, Inc. YES ___ NO ___

Approval of the renewal agreement between Victor Valley Community College District and Novell, Inc. for software and site licensing through June 30, 2011. Fiscal Impact: Budgeted item, \$68,631.75.

10. ADMINISTRATIVE SERVICES

10.1 Water Purchase Renewal – Beinschroth Family Trust YES ___ NO ___

Approval to purchase 326 acre feet of water from Beinschroth Family Trust. Fiscal Impact: \$89,650.00.

10.2 Agreement – A & E Inspection Services YES ___ NO ___

Approval of the agreement with A & E Inspection Services to provide Inspector of Record services as required by the Department of State Architect. Fiscal Impact: \$220,000.00, locally bond funded.

- 10.3 Amend Agreement – Highland Partnership YES ___ NO ___
Approval of the amendment to the agreement with Highland Partnership for a solar PV system at the Eastside Public Safety Training Center. \$1,545,253.00 from Measure JJ Bond funds. Projected savings of \$985,000.00 over the next 5 years, which includes avoided energy costs and California Solar Initiative (CSI) incentives. Fiscal Impact: Net savings over 25 years is projected to be \$1,615,018.00 at a 3.5% utility escalation rate. The project will have a 10 year payback.
- 10.4 2010-2011 Tentative Budget YES ___ NO ___
Approval of the tentative General Operating budget for 2010-2011. Fiscal Impact: Revenues and expenditures are projected based on current information and will probably change by the time of 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.
- 11. HUMAN RESOURCES**
- 11.1 Administrative Contract Revision – Director, Trio Programs YES ___ NO ___
Approval of the revision of the contract for the Director of Upward Bound Programs, 50% position, effective September 1, 2010 through June 30, 2011. Fiscal Impact: None, categorically funded program.
- 11.2 Revised Position and Job Description, Director of Upward Bound Programs YES ___ NO ___
Approval of the revised management position and job description of Director Upward Bound Programs, 50% position, effective September 1, 2010. Fiscal Impact: None, categorically funded program.
- 11.3 Layoff Resolution - Classified YES ___ NO ___
Adoption of the resolution to layoff for lack of categorical funds and authorize and direct the Vice President, Human Resources to give notice of layoff to employees in the classifications listed. Fiscal Impact: None, categorically funded program.
- 11.4 Renewal of Administrative Contracts YES ___ NO ___
Approval of the administrative contracts for Director, Evening Operations, Instructional Support Programs; Director of the Associate Nursing Program and Allied Health; Executive Dean, Technology & Information Resources; and Vice President Administrative Services. Fiscal Impact: Budgeted
- 11.5 Appointment of a Search Consultant Firm for the Superintendent/President YES ___ NO ___
Approval of a search consultant firm to assist in the recruitment and selection of a Superintendent/President. Fiscal Impact: Budgeted
- 11.6 Employment Contract for Interim Superintendent/President YES ___ NO ___
Ratification of the employment contract with Dr. Christopher O'Hearn as Interim Superintendent/President, effective March 15, 2010. Fiscal Impact: Budgeted.
- 12. INFORMATION/DISCUSSION**
- 12.1 Monthly Financial Reports
Submitted as an informational item.
- 12.2 2009 Accountability Report for Community Colleges
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. ITEMS FOR FUTURE BOARD MEETINGS

Board members may request items to be placed on future Board meetings for a report or information.

16. 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)

17. ADJOURNMENT

YES___ NO___

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



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

Date: May 11, 2010

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

Workshop: 5-5:30 p.m., Board Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

Regular Meeting 5:30 p.m. Board Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

AGENDA

Board Room Victor Valley Community College

CALL TO ORDER

4:30 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on May 11, 2010 in the Board Room of the Administration building. Ms. Valles, Board President called the meeting to order at 4:30 p.m.

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

Absent: Don Nelson, Trustee
Mary Mazzola, Student Trustee

Don Nelson arrived at 4:31 p.m.
Mary Mazzola arrived at 4:45 p.m.

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

PLEDGE OF ALLEGIANCE

Dennis led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: Agenda item 5.23 was deleted and 11.3 was pulled.

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

2. CLOSED SESSION

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE – Government Code Section 54957(b)
(One employee)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Contract Negotiation) – Government Code
Section 54954.5

Director, Evening Operations, Instructional Support Programs
Director of the Associate Degree Nursing Program and Allied Health
Executive Dean, Technology & Information Resources
Vice President, Administrative Services

CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Government Code Section 54956.9(b) (3) (A)
(1 case)

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS: None

At 4:33 p.m. Board President Valles recessed to closed session.

WORKSHOP ~ Staff Lounge

Budget Workshop

5-5:30 p.m.

GH Javaheripour presented a preliminary 2010-2011 budget and requested direction in preparing next year's budget that will be presented in June. Options to balance the budget for the general fund were presented. President Valles asked to see more options in efficiencies and cutting spending.

REGULAR MEETING AGENDA

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

3. OPEN SESSION REGULAR MEETING

3.1 Closed Session Report

At 5:46 p.m. Board President Valles reconvened to open session. Jeff Morris, legal council announced that the following action was taken in closed session. Public employee discipline/dismissal/release, the board took action on the notice of charges regarding on faculty employee, with a 5-0 vote taken. The specific action taken shall not reported out until the first public meeting following the exhaustion of all administrative remedies for the faculty employee, Government Code Section 54957.1.a.5. Public Employee Performance Evaluation action was taken by the board to renew the contracts for the positions identified with a 3-2 vote recorded. Board members Nelson, Henderson and Mollenkamp in the affirmative and Board President Valles and Board Member Range in the negative. Final subject for closed session Conference with Legal Council Potential Litigation, no action taken.

3.2 Board President Report

Committee Reports:

President's Cabinet - Angela Valles – reported that the meeting was held on April 20th with the following topics discussed:

- Campus Beautification – utilizing some of the bond to enhance the campus
- Parking – faculty and staff parking was discussed
- Summer Schedule (4-10's) – will begin the week of June 14th and run through August 13th

- Interim Executive V.P. Instruction/Student Services – Dr. O'Hearn will be interviewing candidates with a selection being made soon
- Commencement – is scheduled for June 11, 2010 at 5:30 p.m. at Sultana High School

Facilities Committee – Joe Range reported on the need of a One Stop Center.

Finance Budget and Planning Committee – Joe Range – no report

Accreditation Committee – Chris Mollenkamp
Trustee Mollenkamp reported that the Accreditation visit will be in March.

Institutional Effectiveness Committee– Chris Mollenkamp – no report

Environmental Health and Safety Committee – Don Nelson – no report

Child Development Committee – Don Nelson – Trustee Nelson reported that the CDC graduation will be held June 14th.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: None

4. SUPERINTENDENT/PRESIDENT'S REPORT

Dr. O'Hearn announced that he had no report.

Faculty Senate

Debra Blanchard reported progress of accreditation. Timelines have been established and should be ahead of schedule and be ready for the visiting team in March. She thanked Dr. O'Hearn, the Board of Trustees and Facilities Committee by returning faculty and staff parking. The Faculty Senate is in support of the One Stop Center but only using bond money.

5. CONSENT AGENDA

It was MSC (Nelson/Henderson, 5-0) to approve the consent items in one motion with agenda items 5.23 and 11.3 deleted.

- 5.1 Approval of the minutes of the April 13, 2010 regular Board meeting, April 22, 2010 special Board meeting.
- 5.2 Agreement – William D. Suval, M.D. Inc.
Ratification of the agreement between Victor Valley Community College District and William D. Suval, M.D. Inc. to provide clinical learning facilities for the health sciences programs. The agreement begins May 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None
- 5.3 Agreement – Puri Orthopedic Center, Inc.
Ratification of the agreement between Victor Valley Community College District and Puri Orthopedic Center, Inc. to provide clinical learning facilities for the health sciences programs. The agreement begins May 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None
- 5.4 Agreement – Hawes Billing Service
Ratification of the agreement between Victor Valley Community College District and Hawes Billing Service to provide clinical learning facilities for the health sciences programs. The agreement begins May 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None

- 5.5 Agreement – Ashvin Bhutwala, M.D.
Ratification of the agreement between Victor Valley Community College District and Ashvin Bhutwala, M.D. to provide clinical learning facilities for the health sciences programs. The agreement begins May 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None
- 5.6 Agreement – High Desert Primary Care Medical Group, A California Partnership
Ratification of the agreement between Victor Valley Community College District and High Desert Primary Care Medical Group, A California Partnership to provide clinical learning facilities for the health sciences programs. The agreement begins May 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None
- 5.7 Agreement – High Desert ENT
Ratification of the agreement between Victor Valley Community College District and High Desert ENT to provide clinical learning facilities for the health sciences programs. The agreement begins May 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None
- 5.8 Agreement – Rakesh K & Neera Grover, M.D.
Ratification of the agreement between Victor Valley Community College District and Rakesh K & Neera Grover, M.D. to provide clinical learning facilities for the health sciences programs. The agreement begins May 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None
- 5.9 Agreement – Jamboor Medical Cooperation/High Desert Nephrology/Desert Cities Dialysis
Ratification of the agreement between Victor Valley Community College District and Jamboor Medical Cooperation/High Desert Nephrology/Desert Cities Dialysis to provide clinical learning facilities for the health sciences programs. The agreement begins May 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None
- 5.10 Agreement – Stine Chiropractic
Ratification of the agreement between Victor Valley Community College District and Stine Chiropractic to provide clinical learning facilities for the health sciences programs. The agreement begins May 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None
- 5.11 Curriculum Changes
Approval of the curriculum changes that have been recommended by the College Curriculum Committee on March 25 and April 8, 2010. Fiscal Impact: None
- 5.12 Agreement – Frick, Frick & Jette Architects, Inc.
Ratification of the agreement between Victor Valley Community College District and Frick, Frick & Jette Architects, Inc. to create a landscape master plan for the entire campus. This work takes the basic concepts set forth in the facilities master plan and applies it to projects to be incorporated on the campus fulfilling goals of the campus master plan. Fiscal Impact: \$11,226.00, locally bond funded.

5.13 Contract Education Services' Agreements

Approval of the Contract Education Services' agreements listed for the courses offered in the Contract Education department. Fiscal Impact: \$600.00 income to the District.

Vendor:	Income to the District
Sanchos Tacos	\$ 300.00
American Legion Post 229, Adelanto	\$ 300.00
Total:	\$ 600.00

5.14 Board of Trustees Payments Reports

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

5.15 Board of Trustees Budget Transfer Request Report

Approval of the budget transfers. Fiscal Impact: None

5.16 Agreement – Excelsior Education Center

Ratification of the agreement between Victor Valley Community College District and Excelsior Education Center for the purchase and relocation of four (4) modular units. Fiscal Impact: \$5,701.00 per modular unit for a total of \$22,804.00 to be paid from rent revenue received from Excelsior Education Center.

5.17 Agreement – Vavrinek, Trine, Day & Company

Ratification of the contract between Victor Valley Community College District and Vavrinek, Trine, Day & Company to assist in the preparation of an indirect cost proposal so the District can negotiate an indirect cost rate through the Department of Health & Human Services. Fiscal Impact: Not to exceed \$5,300.00, Fund 01 expenditure.

5.18 Memorandum of Understanding – Summer 2010 Work Week Schedule

Approval of the Memorandum of Understanding for the Summer 2010 work week schedule. Fiscal Impact: None.

5.19 Agreement – San Bernardino County Superintendent of Schools

Ratification of the agreement between Victor Valley Community College District and San Bernardino County Superintendent of Schools to join an agreement to purchase anti-virus and endpoint software protection for Victor Valley College staff and student computers. Fiscal Impact: \$10,008.09 – budgeted item; annually for 3 years beginning July 1, 2012 through June 30, 2015.

5.20 Agreement - Independent Contractor– Nancy K. Bohl, Inc., DBA The Counseling Team

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Nancy K. Bohl, Inc., DBA The Counseling Team to provide psychological testing for police officers. The period of the agreement is from April 1, 2010 through March 31, 2011. Fiscal Impact: Budgeted, \$250.00 per evaluation, not to exceed \$4,000.00.

5.21 Agreement – Norman A. Traub Associates

Approval of the agreement between Victor Valley Community College District and Norman A. Traub Associates to conduct background investigations for police officers. Fiscal Impact: Budgeted, \$2,200.00 plus expenses for executive background investigations.

5.22 Academic Equivalency Request – Karmen Padfield, Clinical Nursing, Health Care Ancillaries

Approval of the academic equivalency request for Karmen Padfield, Clinical Nursing, Health Care Ancillaries. Fiscal Impact: None.

- 5.23 **DELETED** Agreement – Ebmeyer Charter and Tour
Approval of the agreement between Victor Valley Community College District and Ebmeyer Charter and Tour to provide transportation services to registered students at Victor Valley Community College and the Puente Program coordinator(s). Fiscal Impact: \$3,300.00, Puente Grant funded.
- 5.24 Out of the Country Travel – Hinrich Kaiser
Approval of the out-of-country travel to Perth, Western Australia for Dr. Hinrich Kaiser to conduct research for the Western Australian Museum, May 12-16,2010. Fiscal Impact: \$2,500.00 – Staff Development/Title V Funds.

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda

10. ADMINISTRATIVE SERVICES

- 10.1 Public Hearing to Adopt a Resolution for the Victor Valley Community College Mitigated Negative Declaration for the Eastside Public Safety Training Center
The board president declared the hearing open to receive comments on the Victor Valley Community College Eastside Public Safety Training Center Mitigated Negative Declaration. Hearing no comments, the board president declared the hearing closed.

It was MSC (Range/Nelson, 5-0) to adopt the resolution and approve the Victor Valley Community College Eastside Public Safety Training Center Mitigated Negative Declaration. Fiscal Impact: None
- 10.2 Grant of Easement- Southern California Edison
It was MSC (Henderson/Mollenkamp, 5-0) to approve the Grant of Easement to Southern California Edison to install and maintain electrical service to the campus. Fiscal Impact: None
- 10.3 Appointment – Citizens' Bond Oversight Committee
It was MSC (Nelson/Henderson, 5-0) to approve to appoint Jason Barker, Sheri Schmoll, Carol Yule and Diane Uli to serve on the Citizens' Bond Oversight Committee for the period of May 11, 2010 through March 31, 2012. Fiscal Impact: None
- 10.4 Change Order – CHJ, Inc. – Eastside Public Safety Training Center
It was MSC (Mollenkamp/Henderson, 5-0) to approve the Change Order with CHJ, Inc. requested by the then Superintendent/President Dr. Robert Silverman. Fiscal Impact: \$950.00, locally bond funded.
- 10.5 Change Order – SolFocus, Inc.
It was MSC (Henderson/Nelson, 5-0) to ratify the change order with Solfocus, Inc. to install one additional 4" conduit for the future expansion of the One Mega Watt Solar Facility. Fiscal Impact: \$14,254.00, locally bond funded.
- 10.6 Award Contract – Parking Lot Repairs
It was MSC (Nelson/Henderson, 5-0) to approve to award the contract to Cooley Construction, Inc for parking lot repairs. Fiscal Impact: \$529,482.00, locally bond funded.

10.7 Foundation Donations

It was MSC (Range/Henderson, 5-0) to accept the donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$28,448.96 and transferred \$70,501.04 in student scholarships for a total cash contribution of \$98,950.00. The Foundation has also received and is transferring ownership of in-kind (non-cash) gifts valued at \$2,964.00. Total \$101,914.00 to the District.

11. HUMAN RESOURCES

11.1 Public Hearing for District Initial Negotiations Proposal to CSEA

The board president declared the hearing open to receive public comments regarding the district initial negotiations proposal to CSEA. Hearing no comments the board president declared the hearing closed.

11.2 Public Hearing for CSEA Initial Negotiations Proposal to District

The board president declared the hearing open to receive public comments regarding CSEA initial negotiations proposal to the District. Hearing no comments the board president declared the hearing closed.

11.3 **PULLED** Employment Contract for Interim Superintendent/ President

Ratification of the employment contract with Dr. Christopher O'Hearn as Interim Superintendent/President, effective March 30, 2010. Fiscal Impact: Budgeted.

11.4 **FAILED** Management Interim Appointment, Deputy Superintendent

It was MSC (Range/Nelson, 2-3 Range, yes, Nelson, yes, Mollenkamp, no, Valles, no, Henderson, no) to approve the appointment of Fusako Yokotobi as Interim Deputy Superintendent in addition to her regular appointment as Vice President of Human Resources, effective May 12, 2010. Fiscal Impact: Budgeted.

12. INFORMATION/DISCUSSION

12.1 Monthly Financial Reports

Submitted as an informational item.

12.2 Revision – Victor Valley College Equal Employment Opportunity Plan

Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

13.1 Foundation

Janice Olson

13.2 Employee Groups

a) CTA

Michael Butros

b) CSEA

Pearl Bandringa

c) AFT Part-Time Faculty United

Absent

14. TRUSTEE COMMENTS

- ASB

Mary Mazzola reported on student activities

15. ITEMS FOR FUTURE BOARD MEETINGS

Board members may request items to be placed on future Board meetings for a report or information.

No requests were made.

16. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Ramiro Romain

17. ADJOURNMENT

It was MSC (Nelson/Henderson, 5-0 to adjourn the meeting at 6:30 p.m.

Dennis Henderson, Clerk

Date Approved

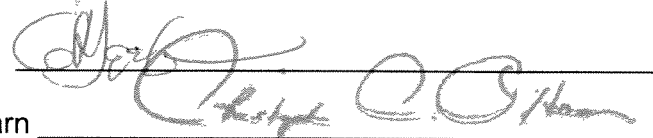
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: FOUNDATION – MEMORANDUM OF UNDERSTANDING

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn

Description/Background:

The Victor Valley Community College Foundation has assisted the District in obtaining several grants from the Workforce Investment Act, Department of Education, and other State and Federal agencies. The Foundation assigns staff and resources to developing these grants that in turn contribute to the success of our students in obtaining occupational skills and training that contributes to student's accomplishment and economic development for the community. In order to support the Foundation's efforts in assisting with development and administration of these grant proposals, the District wishes to remunerate the Foundation with a case-by-case negotiated fee not to exceed 10% of any grant award.

Need:

The purpose of these grants is to provide occupational skills training to WIA customers within the workforce system of the County.

Fiscal Impact: N/A

Recommended Action:

It is recommended the Board of Trustees accept the Memorandum of Understanding with the Victor Valley Community College Foundation for developing and administering grant proposals.

Legal Review: YES X NOT APPLICABLE ___


Reference for Agenda: YES ___ NO X

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

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

TOPIC: WATER PURCHASE – YOUNG MO YANG

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District has two wells on the Victor Valley College campus. Under the terms with the Watermaster, and court ordered adjudication, the District is allowed to pump up to a total of 135 acre feet of water from the two wells per year. Due to the irrigation demands and the maintenance of the upper campus lake, the District pumped 245 acre feet from the Alto subarea.

Need:

In accordance with the adjudication agreement, and the current Watermaster appendix "B", the District has an overdraft obligation to the Centro sub area in the amount of 7.57 acre feet. Regulations require that the District purchase double the amount of free production to apply to the overdraft. The District has agreed to purchase 5 acre feet from Mr. Young Mo Yang at a cost of \$50.00 per acre foot.

Fiscal Impact:

\$250.00 – Budgeted Item

Recommended Action:



This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the water purchase of 5 acre feet from Mr. Young Mo Yang.

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: WATER PURCHASE – COLE D. FRATES
SUBMITTED BY: Chris Hylton, Maintenance & Operations
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Christopher O'Hearn 

Description/Background:

The District has two wells on the Victor Valley College campus. Under the terms with the Watermaster, and court ordered adjudication, the District is allowed to pump up to a total of 135 acre feet of water from the two wells per year. Due to the irrigation demands and the maintenance of the upper campus lake, the District pumped 245 acre feet from the Alto subarea.

Need:

In accordance with the adjudication agreement, and the current Watermaster appendix "B", the District has an overdraft obligation to the Centro sub area in the amount of 7.57 acre feet. Regulations require that the District purchase double the amount of free production to apply to the overdraft. The District has agreed to purchase 11 acre feet from Mr. Frates at a cost of \$50.00 per acre foot.

Fiscal Impact:

\$550.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the water purchase of 11 acre feet from Mr. Frates.

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 – PRIORITY MAILING SYSTEMS, LLC

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Priority Mailing Systems, LLC to supply a 51 month lease that provides a postage machine and maintenance services to support the District's postal services. The lease will commence upon delivery of the new postage equipment.

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

Need:

The current postage machine lease will expire in August, 2010. This new lease provides the District with new equipment and services at a reduced cost from the current lease.

Fiscal Impact:

\$547.09 per month, \$6,565.08 per year – Budgeted Item.

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Priority Mailing Systems, LLC.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X


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

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

TOPIC: DISPOSAL OF DISTRICT OWNED PROPERTY

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District received a 1985 MAN bus as a donation from the Community College Foundation in February of 2008. The vehicle has been used at an off site location since it was received. The Lucerne Valley Unified School District has expressed an interest in obtaining the vehicle for educational purposes. The District has no further use for this vehicle, and would like to donate it to the LVUSD.

Need:

The District accumulates property each year that becomes obsolete, is of no further use to the District, or is beyond economic repair. Under Education Code 81450 this property is typically disposed of at auction. Under the same Education Code the District is authorized to donate excess property to other educational entities.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the disposal of a 1985 MAN bus to Lucerne Valley Unified School District as submitted.

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: DISPOSAL OF DISTRICT OWNED PROPERTY

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to dispose of surplus and obsolete property via auction. The District currently has an agreement with The Liquidation Company to conduct the auction at their location in Fontana, California.

Need:

This District accumulates property each year that becomes obsolete, is of no further use to the District, or is beyond economic repair. Under Education Code 81450 this property is typically disposed of at auction.

Fiscal Impact: Revenue to the District. Auctioneer is paid a percentage of the sale price.

Recommended Action:

It is recommended that the Board of Trustees approve the disposal of surplus and obsolete property via auction as submitted.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT RENEWAL – THYSSEN KRUPP ELEVATOR

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Thyssen Krupp Elevator to provide service to the elevators on campus as needed for the 2010-2011 fiscal year.

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

Need:

This is an annual renewal that is needed to provide elevator services to the campus.

Fiscal Impact: \$25,560.00 – Budgeted Item

Recommended Action: This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Thyssen Krupp in the amount of \$25,560.00.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT RENEWAL – SAFETY- KLEEN SYSTEMS, INC.

SUBMITTED BY: Christopher Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with Safety-Kleen Systems, Inc. for the 2010-2011 fiscal year. Safety-Kleen provides and services the component washers for the Maintenance & Operations vehicle repair and automotive areas.

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

Need:

This maintenance service is needed because without the parts washers any repair activity would be more difficult and time consuming.

Fiscal Impact: \$2,000.00 – Budgeted item.

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Safety-Kleen Systems, Inc. in the amount of \$2,000.00.

Legal Review: YES X NOT APPLICABLE ___


Reference for Agenda: YES ___ NO X

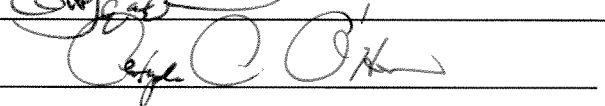
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT RENEWAL – PRUDENTIAL OVERALL SUPPLY

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with Prudential Overall Supply for work uniforms, dry mops and shop rags for use on campus for Fiscal Year 2010-2011.

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

Need:

This is an annual renewal that is needed to provide supplies for campus usage.

Fiscal Impact: \$9,200.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Prudential Overall Supply in the amount of \$9,200.00.

Legal Review: YES NOT APPLICABLE X

Reference for Agenda: YES NO X


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

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

TOPIC: AGREEMENT RENEWAL – PORTER BOILER SERVICES

SUBMITTED BY: CHRIS HYLTON, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Porter Boiler Services to provide service on two flex tube boilers for 2010-2011 fiscal year.

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

Need:

This is an annual renewal that is needed to provide maintenance service to the boilers.

Fiscal Impact: \$13,002.00- Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Porter Boiler in the amount of \$13,002.00.

Legal Review: YES ___ NOT APPLICABLE X

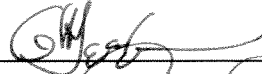
Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT RENEWAL – NOVA FACILITY MANAGEMENT SYSTEMS, INC.

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with Nova Facility Management Systems, Inc. to provide energy management system parts and technical support for the 2010-2011 fiscal year.

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

Need:

This is an annual renewal that is needed for the campuses Energy Management System.

Fiscal Impact: \$2,700.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Nova Facility Management Systems, Inc. in the amount of \$2,700.00.

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 RENEWAL – NORTH STATE ENVIRONMENTAL

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with North State Environmental to provide hazardous waste management services for the 2010-2011 fiscal year.

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

Need:

This is an annual renewal that is needed to provide hazardous waste management services.

Fiscal Impact: \$24,000.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with North State Environmental in the amount of \$24,000.00.

Legal Review: YES ___ NOT APPLICABLE X


Reference for Agenda: YES ___ NO X

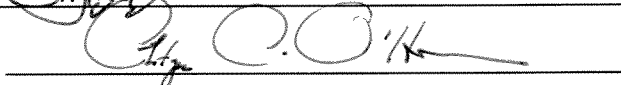
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT RENEWAL – M&D FIRE EQUIPMENT COMPANY

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with M&D Fire Equipment Company to provide monthly service to campus fire extinguishers and to stock First Aid kits on campus for the 2010-2011 fiscal year.

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

Need:

This is an annual renewal that is needed to provide monthly service to campus fire extinguishers and to stock First Aid kits on campus.

Fiscal Impact: \$9,750.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with M&D Fire Equipment Company in the amount of \$9,750.00.

Legal Review: YES NOT APPLICABLE

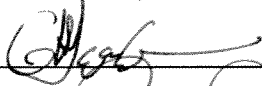
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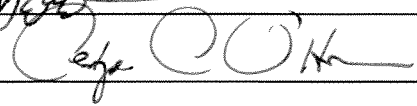
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT RENEWAL – THE LIQUIDATION COMPANY

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with The Liquidation Company to supply auctioneer services for the disposal of surplus equipment no longer of use or value to the college under Education Code 81450 for the 2010-2011 fiscal year.

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

Need:

This service is needed to supply auctioneer services for the disposal of surplus equipment no longer of use or value to the college under Education Code 81450.

Fiscal Impact: Revenue to the District. Auctioneer is paid a percentage of the sales price.

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with The Liquidation Company.

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 – DIAMOND ENVIRONMENTAL SERVICES

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with Diamond Environmental Services to provide portable restroom service for the 2010-2011 fiscal year.

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

Need:

This is an annual renewal that is needed for portable restroom services.

Fiscal Impact: \$850.56 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Diamond Environmental Services in the amount of \$850.56.

Legal Review: YES NOT APPLICABLE

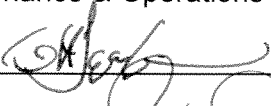
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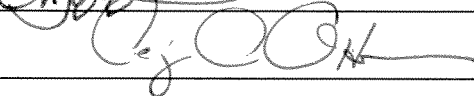
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT RENEWAL – DEWEY PEST CONTROL

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with Dewey Pest Control to provide pest control services as needed for the 2010-2011 fiscal year.

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

Need:

This is an annual renewal that is needed to provide pest control services as needed to the campus.

Fiscal Impact: \$5,520.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Dewey Pest Control in the amount of \$5,520.00.

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 RENEWAL – B3 BACKFLOW, INC.

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with B3 Backflow, Inc. to provide annual testing and possible repairs of approximately 19 backflow preventers located throughout the campus for the 2010-2011 fiscal year.

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

Need:

This service is needed to provide annual testing and possible repairs of backflow preventers on campus.

Fiscal Impact: \$1,235.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with B3 Backflow, Inc. in the amount of \$1,235.00.

Legal Review: YES ___ NOT APPLICABLE X

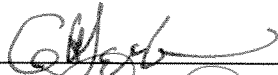
Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT RENEWAL – ANA SEPTIC SERVICE

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with ANA Septic Service for pumping services on the Student Activities Center grease interceptor for the 2010-2011 fiscal year.

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

Need:

This is an annual renewal that is needed to provide pumping services on the Student Activities Center grease interceptor.

Fiscal Impact: \$1,970.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Ana Septic Service in the amount of \$1,970.00.

Legal Review: YES ___ NOT APPLICABLE X


Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT RENEWAL – AMERICA'S XPRESS RENT-A-CAR

SUBMITTED BY: Christopher Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with America's Xpress Rent-A-Car to provide rental vans for student and staff transportation for the 2010-2011 fiscal year.

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

Need:

This is an annual renewal that is needed to provide vans for student and staff transportation.

Fiscal Impact: \$25,000.00 – Budgeted item.

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with America's Xpress Rent-A-Car in the amount of \$25,000.00.

Legal Review: YES NOT APPLICABLE

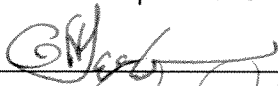
Reference for Agenda: YES NO

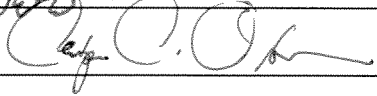
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT RENEWAL – AMERICAN FIRE SAFETY, INC.

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with American Fire Safety, Inc. to provide service to campus fire sprinklers for the 2010-2011 fiscal year.

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

Need:

This is an annual renewal that is needed to provide service to campus fire sprinklers.

Fiscal Impact: \$ 6,450.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with American Fire Safety, Inc. in the amount of \$6,450.00.

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 – WASTE RECEPTACLE ADVERTISING PARTNERS

SUBMITTED BY: Robert A. Sewell, Auxiliary Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Waste Receptacle Advertising Partners (W.R.A.P.) to provide campus outdoor waste receptacles to include mutually agreed upon advertisements, graphics, materials and installation at zero cost to the District.

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

Need:

Creates revenue for the District.

Fiscal Impact:

Fifty percent (50%) of total monthly advertising revenue to the District generated from the use of licensed receptacles.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement Waste Receptacle Advertising Partners (W.R.A.P.) as submitted.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

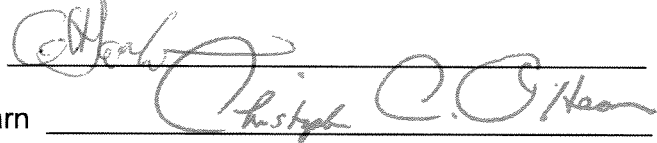
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – CARRIER JOHNSON

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn

Description/Background:

The District wishes to enter into an agreement with Carrier Johnson to complete Architectural and Engineering services for the Main Gymnasium Building #71 HVAC System maintenance and repair.

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

Need:

The current heating and cooling system in the Main Gymnasium Building #71 is insufficient and the District has received numerous complaints regarding the combined extreme heat and humidity which has caused cancelation of classes. The above services are necessary to design the retrofitting of the current HVAC system in the Main Gymnasium Building #71.

Fiscal Impact: \$34,620.00 + \$3,000.00 Reimbursable Expenses – Locally Bond Funded.

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Carrier Johnson for Architectural and Engineering services in the amount of \$34,620.00 + \$3,000.00 Reimbursable Expenses.

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 – CAMPUS PLANNING GROUP

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Campus Planning Group to work in conjunction with the Facilities Construction department to prepare and submit to the State Chancellor's office the districts 5-year plan, space inventory report, enrollment projections and project proposals for the 2010-11 fiscal year.

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

Need:

This is an integral part of the process to secure state funding for needed facilities.

Fiscal Impact:

\$20,000.00 plus reimbursable expenses. - Fund 71 expenditure.

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Campus Planning Group in the amount of \$20,000.00 plus reimbursable expenses.

Legal Review: YES X NOT APPLICABLE

Reference for Agenda: YES NO X


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

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

TOPIC: AGREEMENT – COOLEY CONSTRUCTION, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Cooley Construction, Inc. to remove accumulated debris located behind the Warehouse building, near the Solar Generating Facility.

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

Need:

Over the years, debris has been accumulating behind the Warehouse, with the upcoming Dedication ceremony for the Solar Generating Facility, the District would like to have the debris removed.

Fiscal Impact:

\$14,875.00 – Fund 71 expenditure.

Recommended Action:

This item has been approved by the Interim Superintend/President and it is recommended that the Board of Trustees ratify the agreement with Cooley Construction, Inc. in the amount of \$14,875.00 to remove debris from the main campus.

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 – STA-DRY WATERPROOFING & COATINGS

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Sta-Dry Waterproofing and Coatings to power wash and apply super strength water sealant to the south facing wall of the Technology Center building.

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

Need:

During heavy rain and wind season the Technology Center south facing wall has become saturated and moisture has leaked through to the inside of the block walls. The super strength water sealant will prevent this from occurring in the future.

Fiscal Impact:

\$13,420.00 – Fund 71 expenditure.

Recommended Action:

This item has been approved by the Interim Superintend/President and it is recommended that the Board of Trustees ratify the agreement with Sta-Dry Waterproofing and Coatings in the amount of \$13,420.00 to apply sealant to the south facing wall of the Technology Center.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

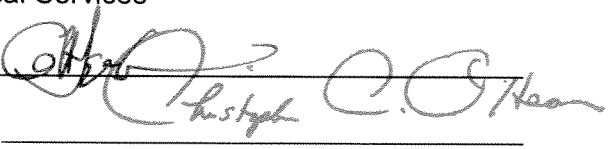
BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AUTHORIZED ELECTRONIC SIGNATURE KEY USERS

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: GH Javaheripour

APPROVED BY: Robert Silverman



Description/Background:

In accordance with Education Code Section 81655, we are requesting authorization of electronic signature key use for Mary Pringle and Josanna Orta, from July 1, 2010, through June 30, 2011.

Need:

The electronic signature keys are used to release accounts payable batches.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve Mary Pringle and Josanna Orta as authorized signature key users for the period of July 1, 2010, through June 30, 2011.

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: DESIGNATION OF NEWSPAPER FOR 2010-2011
DISTRICT BUDGET PUBLIC HEARING

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

In accordance with the Education Code, the County Superintendent is required to publish notice of public hearings on school and community college district budgets. This code section specifically mandates the notice of "...the public hearing on the proposed budget shall be published by the County Superintendent of Schools in a newspaper of general circulation in the district, or if there is no such newspaper, then in any newspaper of general circulation in the county, at least three days prior to the availability of the proposed budget for public inspection."

The 2010-2011 district budget calendar sets September 7 through 13, 2010, as the period the proposed budget will be available for public inspection, and September 14, 2010, as the Proposed Budget Public Hearing date. In 1987, the Board of Trustees established that all newspapers in the district should publish the notice of public hearing.

Need: N/A

Fiscal Impact: None

Recommended Action:

It is recommended the Board of Trustees designate the Victor Valley Daily Press as the newspaper in which to publish the proposed budget inspection dates as September 7 through 13, 2010, and public hearing date as September 14, 2010.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AUTHORIZED SIGNATORY

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn

Description/Background:

For the 2010-2011 fiscal year the Vice President of Human Resources, Fusako Yokotobi should be acknowledged as authorized representative of the Board of Trustees to execute:

Certificated and Classified Contracts
Contracts and Agreements

Notices of Employment
Workers Compensation Claims

Need:

In order to conduct college business, it is necessary to have authorized signatories of the District to sign various documents.

Fiscal Impact: N/A

Recommended Action:

It is recommended that the Board of Trustees approve the signature of Fusako Yokotobi to represent the board in the above-named matters for fiscal year 2010-2011 per Education Code 72282.

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: AUTHORIZED SIGNATORIES

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

For the 2010-2011 fiscal year, Christopher O'Hearn, G.H. Javaheripour, and Mary Pringle should be acknowledged as authorized representatives of the Board of Trustees to execute:

- | | | |
|------------------------------|-----------------------------|-----------------------------|
| Contracts and Agreements | Batch Payments | Employee Expense Claims |
| Resolutions and Applications | Budget Transfers | Payroll Prelists |
| Receipts and Disbursements | Certify/Attest Board Action | Purchase Orders |
| County Treasurer Reports | Revolving Cash Fund | Payroll Revolving Cash Fund |
| Notices of Employment | Workers Compensation Claims | |

Need:

In order to conduct college business, it is necessary to have authorized signatories of the District to sign various documents.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the signatures of Christopher O'Hearn, G.H. Javaheripour, and Mary Pringle to represent the board in the above-named matters for fiscal year 2010-2011 per Education Code 72282.

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: BOARD OF TRUSTEES BUDGET TRANSFER REQUEST REPORT

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

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).

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 X

Reference for Agenda: YES X NO

VICTOR VALLEY COLLEGE
 BUDGET TRANSFER REPORT
 FROM 04/10/10 TO 05/14/10

5/17/2010

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
100270	01	0500 BUSINESS & MANAGEMENT	580500 LICENSE FEES	664		QUICKBOOKS LICENSE PURCH
100270	01	0500 BUSINESS & MANAGEMENT	640000 NEW EQUIPMENT			(664) QUICKBOOKS LICENSE PURCH
100271	01	5990 UNDISTRIBUTED ACCOUNTS	790000 RESERVE FOR CONTINGENCIES			(7,500) GRADUATION COSTS
100271	01	6450 VP STUDENT SERVICES	450200 GRADUATION	7,500		GRADUATION COSTS
100272	01	6672 RISK MANAGEMENT	542000 LIABILITY INSURANCE			(8,000) FOR HAZ MAT INVENTORY INSP
100272	01	6672 RISK MANAGEMENT	584000 CONTRACTED SERVICES	8,000		FOR HAZ MAT INVENTORY INSP
100273	01	2206 GEOGRAPHIC INFORMATION SYS	244600 PROF EXPERT-CLASSIFIED	1,200		PROF EXPERT R BENNETT FOR GIS
100273	01	2206 GEOGRAPHIC INFORMATION SYS	248000 CLASS-I/NR-STUDENTS			(1,200) PROF EXPERT R BENNETT FOR GIS
100274	42	0006 "V.V.C.CAMPUS-VICTORVILLE"	571000 LEGAL EXPENSE	100,000		TO COVER NEG BAL
100274	42	0006 "V.V.C.CAMPUS-VICTORVILLE"	620000 BUILDINGS-NEW & REMODEL	2,233,272		TO COVER NEG BAL
100274	42	0015 BOND: PUBLIC SAFETY TRNG CTR	584000 CONTRACTED SERVICES	77,500		TO COVER NEG BAL
100274	42	0015 BOND: PUBLIC SAFETY TRNG CTR	620000 BUILDINGS-NEW & REMODEL	288		TO COVER NEG BAL
100274	42	0015 BOND: PUBLIC SAFETY TRNG CTR	620000 BUILDINGS-NEW & REMODEL			(2,411,060) TO COVER NEG BAL
100275	01	0000 DISTRICT-WIDE HOLDING PRGM	819900 OTHER FEDERAL REVENUES	838,105		EDD/ARRA GRANT
100275	01	0948 AUTOMOTIVE TECHNOLOGY	130000 TEACHERS SALARY-HOURLY	74,996		EDD/ARRA GRANT
100275	01	0948 AUTOMOTIVE TECHNOLOGY	311000 STATE TCHRS RTMT SYSTEM	21,109		EDD/ARRA GRANT
100275	01	0948 AUTOMOTIVE TECHNOLOGY	640000 NEW EQUIPMENT	54,500		EDD/ARRA GRANT
100275	01	0950 AVIATION TECHNOLOGY	430000 INSTRUCTIONAL SUPPLIES	12,500		EDD/ARRA GRANT
100275	01	0950 AVIATION TECHNOLOGY	590000 OTHER EXPENSE	300,000		EDD/ARRA GRANT
100275	01	6710 INSTITUTIONAL ADVANCEMENT	215000 CLASSIFIED-NI/REG/ADMIN	75,000		EDD/ARRA GRANT
100275	01	6710 INSTITUTIONAL ADVANCEMENT	218000 CLASSIFIED-NI/REG	50,000		EDD/ARRA GRANT
100275	01	6710 INSTITUTIONAL ADVANCEMENT	341000 HEALTH AND WELFARE	37,500		EDD/ARRA GRANT
100275	01	6720 FISCAL OPERATIONS	590000 OTHER EXPENSE	212,500		EDD/ARRA GRANT
100276	01	6772 CAMPUS POLICE/PARKING	564000 CONTRACTS-REPAIRS	2,000		T3 REPAIR AND COVER NEGATIVE
100276	01	6772 CAMPUS POLICE/PARKING	574000 ASSESSMENT FEE			(2,000) T3 REPAIR AND COVER NEGATIVE
100277	01	0836 ATHLETICS DEPARTMENT	520000 TRAVEL/CONFERENCE-INSTRUC			(190) FOR SUPPLIES EXP
100277	01	0838 MENS TENNIS	430000 INSTRUCTIONAL SUPPLIES	12		FOR SUPPLIES EXP
100277	01	0838 MENS TENNIS	520000 TRAVEL/CONFERENCE-INSTRUC	190		FOR SUPPLIES EXP
100277	01	0839 MENS BASKETBALL	430000 INSTRUCTIONAL SUPPLIES			(12) FOR SUPPLIES EXP
100277	01	0839 MENS BASKETBALL	530000 DUES & MEMBERSHIPS			(350) FOR SUPPLIES EXP
100277	01	0839 MENS BASKETBALL	584000 CONTRACTED SERVICES	350		FOR SUPPLIES EXP
100277	01	0846 WOMEN'S BASKETBALL	520000 TRAVEL/CONFERENCE-INSTRUC	1,030		FOR SUPPLIES EXP
100277	01	0846 WOMEN'S BASKETBALL	584000 CONTRACTED SERVICES	400		FOR SUPPLIES EXP
100277	01	0847 MENS FOOTBALL	430000 INSTRUCTIONAL SUPPLIES			(400) FOR SUPPLIES EXP
100277	01	0848 WOMEN'S SOCCER	520000 TRAVEL/CONFERENCE-INSTRUC			(1,030) FOR SUPPLIES EXP
100278	01	6780 MANAGEMENT INFORMATION SYS	520200 TRAVEL/CONFERENCE-ADMIN			(315) FOR CONTRACTED SVCS
100278	01	6780 MANAGEMENT INFORMATION SYS	584000 CONTRACTED SERVICES	315		FOR CONTRACTED SVCS
100279	01	6411 CARE	218000 CLASSIFIED-NI/REG			(25,921) TO OB 7500
100279	01	6411 CARE	321000 PUBLIC EMPLOYEES RET SYS			(3,781) TO OB 7500
100279	01	6411 CARE	331000 OASDI			(1,632) TO OB 7500
100279	01	6411 CARE	331500 MEDICARE 1.45%			(382) TO OB 7500
100279	01	6411 CARE	341000 HEALTH AND WELFARE			(3,993) TO OB 7500
100279	01	6411 CARE	351000 STATE UNEMPLOYMENT INS			(79) TO OB 7500
100279	01	6411 CARE	361000 WORKERS COMPENSATION			(484) TO OB 7500
100279	01	6411 CARE	553200 BOTTLED WATER	56		TO OB 7500
100279	01	6411 CARE	750000 GRANTS	54,215		TO OB 7500
100279	01	6411 CARE	761000 STUDENT BOOK SERVICE			(17,919) TO OB 7500
100279	01	6411 CARE	762000 OTHER SERVICES - STUDENTS			(80) TO OB 7500
100280	01	0000 DISTRICT-WIDE HOLDING PRGRM	869000 OTHER STATE REVENUES			(45,270) BGT UPDATE
100280	01	1203 R N PROGRAM	110000 TEACHERS SALARY-REGULAR			(45,270) BGT UPDATE
100281	01	0000 DISTRICT-WIDE HOLDING PRGRM	869000 OTHER STATE REVENUES	61,698		SONG BRN BGT
100281	01	1203 R N PROGRAM	110000 TEACHERS SALARY-REGULAR	41,182		SONG BRN BGT
100281	01	1203 R N PROGRAM	311000 STATE TCHRS RTMT SYSTEM	6,358		SONG BRN BGT
100281	01	1203 R N PROGRAM	331500 MEDICARE 1.45%	1,180		SONG BRN BGT
100281	01	1203 R N PROGRAM	341000 HEALTH AND WELFARE	8,303		SONG BRN BGT
100281	01	1203 R N PROGRAM	351000 STATE UNEMPLOYMENT INS	245		SONG BRN BGT
100281	01	1203 R N PROGRAM	361000 WORKERS COMPENSATION	1,492		SONG BRN BGT
100281	01	1203 R N PROGRAM	569000 INDIRECT COST	2,938		SONG BRN BGT

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REPORT
FROM 04/10/10 TO 05/14/10

5/17/2010

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
100282	01	0700 COMPUTER & INFORMATION SCI	361000 WORKERS COMPENSATION	14		OB 6405->6400/4300/2480
100282	01	0700 COMPUTER & INFORMATION SCI	430000 INSTRUCTIONAL SUPPLIES	291		OB 6405->6400/4300/2480
100282	01	0700 COMPUTER & INFORMATION SCI	640000 NEW EQUIPMENT	3,292		OB 6405->6400/4300/2480
100282	01	0700 COMPUTER & INFORMATION SCI	640500 COMPUTERS		(3,597)	OB 6405->6400/4300/2480
100283	01	6610 PLANNING & POLICY MAKING	335000 PUBLIC AGENCY RET SYSTEM	405		TRANS PER VICTORIA
100283	01	6610 PLANNING & POLICY MAKING	450000 OTHER SUPPLIES	100		TRANS PER VICTORIA
100283	01	6610 PLANNING & POLICY MAKING	520200 TRAVEL/CONFERENCE-ADMIN		(2,393)	TRANS PER VICTORIA
100283	01	6610 PLANNING & POLICY MAKING	530000 DUES & MEMBERSHIPS	625		TRANS PER VICTORIA
100283	01	6610 PLANNING & POLICY MAKING	640500 COMPUTERS	1,263		TRANS PER VICTORIA
100283	01	6620 SUPT/PRESIDENTS OFFICE	121000 ADMIN SALARY-SUPT/VP		(964)	TRANS PER VICTORIA
100283	01	6620 SUPT/PRESIDENTS OFFICE	450000 OTHER SUPPLIES	200		TRANS PER VICTORIA
100283	01	6620 SUPT/PRESIDENTS OFFICE	553200 BOTTLED WATER	590		TRANS PER VICTORIA
100283	01	6620 SUPT/PRESIDENTS OFFICE	581500 PLAQUES/AWARDS W/ENGR	174		TRANS PER VICTORIA
100284	01	1900 PHYSICAL SCIENCES	430000 INSTRUCTIONAL SUPPLIES		(8,307)	TRANS PER LISA
100284	01	1900 PHYSICAL SCIENCES	520000 TRAVEL/CONFERENCE-INSTRUC	6,300		TRANS PER LISA
100284	01	1900 PHYSICAL SCIENCES	640000 NEW EQUIPMENT	2,007		TRANS PER LISA
100285	01	1305 CHILD DEVELOPMENT	135000 PERSONAL SERVICES	9,000		TRANS PER SANDY
100285	01	1305 CHILD DEVELOPMENT	569100 PRIOR YEAR ROLLOVERS		(2,000)	TRANS PER SANDY
100285	01	1305 CHILD DEVELOPMENT	569100 PRIOR YEAR ROLLOVERS		(9,000)	TRANS PER SANDY
100285	01	1305 CHILD DEVELOPMENT	762000 OTHER SERVICES - STUDENTS	2,000		TRANS PER SANDY
100286	01	1250 PARAMEDICS	430000 INSTRUCTIONAL SUPPLIES		(1)	CORR BT 100183
100286	01	1250 PARAMEDICS	430000 INSTRUCTIONAL SUPPLIES	603		CORR BT 100183
100286	01	1250 PARAMEDICS	530000 DUES & MEMBERSHIPS		(603)	CORR BT 100183
100286	01	1250 PARAMEDICS	640000 NEW EQUIPMENT	1		CORR BT 100183
100287	01	0948 AUTOMOTIVE TECHNOLOGY	430000 INSTRUCTIONAL SUPPLIES	10,000		OB 6400->4300
100287	01	0948 AUTOMOTIVE TECHNOLOGY	640000 NEW EQUIPMENT		(10,000)	OB 6400->4300
100288	01	2206 GEOGRAPHIC INFORMATION SYS	130000 TEACHERS SALARY-HOURLY	4,354		TO COVER NEG BAL
100288	01	2206 GEOGRAPHIC INFORMATION SYS	248000 CLASS-I/NR-STUDENTS		(1,300)	TO COVER NEG BAL
100288	01	2206 GEOGRAPHIC INFORMATION SYS	311000 STATE TCHRS RTMT SYSTEM		(114)	TO COVER NEG BAL
100288	01	2206 GEOGRAPHIC INFORMATION SYS	331500 MEDICARE 1.45%	20		TO COVER NEG BAL
100288	01	2206 GEOGRAPHIC INFORMATION SYS	351000 STATE UNEMPLOYMENT INS	10		TO COVER NEG BAL
100288	01	2206 GEOGRAPHIC INFORMATION SYS	361000 WORKERS COMPENSATION	30		TO COVER NEG BAL
100288	01	2206 GEOGRAPHIC INFORMATION SYS	430000 INSTRUCTIONAL SUPPLIES		(1,000)	TO COVER NEG BAL
100288	01	2206 GEOGRAPHIC INFORMATION SYS	640000 NEW EQUIPMENT		(2,000)	TO COVER NEG BAL
100289	01	0956 INDUS TECH-WELDING	640000 NEW EQUIPMENT		(402)	0956/6400>6060/4300 SUPPLIES
100289	01	6060 DEAN-STUDENT & WKFORCE DEV	430000 INSTRUCTIONAL SUPPLIES	402		0956/6400>6060/4300 SUPPLIES
100290	01	1203 R N PROGRAM	110000 TEACHERS SALARY-REGULAR	21,664		ACCT CLEANUP
100290	01	1203 R N PROGRAM	135000 PERSONAL SERVICES	6,614		ACCT CLEANUP
100290	01	1203 R N PROGRAM	331500 MEDICARE 1.45%	95		ACCT CLEANUP
100290	01	1203 R N PROGRAM	351000 STATE UNEMPLOYMENT INS	20		ACCT CLEANUP
100290	01	1203 R N PROGRAM	361000 WORKERS COMPENSATION	126		ACCT CLEANUP
100290	01	1203 R N PROGRAM	430000 INSTRUCTIONAL SUPPLIES	301		ACCT CLEANUP
100290	01	6050 DEAN-HEALTH SCI&PUB SAFETY	218000 CLASSIFIED-NI/REG	3,855		ACCT CLEANUP
100290	01	6050 DEAN-HEALTH SCI&PUB SAFETY	321000 PUBLIC EMPLOYEES RET SYS	375		ACCT CLEANUP
100290	01	6050 DEAN-HEALTH SCI&PUB SAFETY	331000 OASDI	239		ACCT CLEANUP
100290	01	6050 DEAN-HEALTH SCI&PUB SAFETY	331500 MEDICARE 1.45%	56		ACCT CLEANUP
100290	01	6050 DEAN-HEALTH SCI&PUB SAFETY	341000 HEALTH AND WELFARE	770		ACCT CLEANUP
100290	01	6050 DEAN-HEALTH SCI&PUB SAFETY	351000 STATE UNEMPLOYMENT INS	12		ACCT CLEANUP
100290	01	6050 DEAN-HEALTH SCI&PUB SAFETY	361000 WORKERS COMPENSATION	75		ACCT CLEANUP
100290	01	6050 DEAN-HEALTH SCI&PUB SAFETY	584000 CONTRACTED SERVICES		(1,650)	ACCT CLEANUP
100290	01	6055 DIR-NURSING & ALLIED HLTH	218000 CLASSIFIED-NI/REG		(32,552)	ACCT CLEANUP
100291	01	1203 R N PROGRAM	130000 TEACHERS SALARY-HOURLY	162,677		ACCT CLEANUP
100291	01	1203 R N PROGRAM	311000 STATE TCHRS RTMT SYSTEM	8,640		ACCT CLEANUP
100291	01	1203 R N PROGRAM	321000 PUBLIC EMPLOYEES RET SYS	598		ACCT CLEANUP
100291	01	1203 R N PROGRAM	331000 OASDI	382		ACCT CLEANUP
100291	01	1203 R N PROGRAM	331500 MEDICARE 1.45%	3,057		ACCT CLEANUP
100291	01	1203 R N PROGRAM	335000 PUBLIC AGENCY RET SYSTEM	3,749		ACCT CLEANUP
100291	01	1203 R N PROGRAM	351000 STATE UNEMPLOYMENT INS	633		ACCT CLEANUP
100291	01	1203 R N PROGRAM	361000 WORKERS COMPENSATION	4,075		ACCT CLEANUP

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REPORT
FROM 04/10/10 TO 05/14/10

5/17/2010

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
100291	01	1203 R N PROGRAM	569100	PRIOR YEAR ROLLOVERS		(233,811) ACCT CLEANUP
100291	01	1203 R N PROGRAM	640000	NEW EQUIPMENT	50,000	ACCT CLEANUP
100292	01	6580 SAFETY/HAZ MAT'LS (M & O)	564000	CONTRACTS-REPAIRS	1,096	TO COVER NEG BAL
100292	01	6580 SAFETY/HAZ MAT'LS (M & O)	574000	ASSESSMENT FEE	4,895	TO COVER NEG BAL
100292	01	6580 SAFETY/HAZ MAT'LS (M & O)	584000	CONTRACTED SERVICES	1,519	TO COVER NEG BAL
100292	01	6580 SAFETY/HAZ MAT'LS (M & O)	590000	OTHER EXPENSE	623	TO COVER NEG BAL
100292	01	6580 SAFETY/HAZ MAT'LS (M & O)	620000	BUILDINGS-NEW & REMODEL	2,674	TO COVER NEG BAL
100292	01	6670 VP-ADMINISTRATIVE SERVICES	569100	PRIOR YEAR ROLLOVERS		(7,627) TO COVER NEG BAL
100292	01	6790 TECHNICAL SVCS (FORMERLY IT)	584000	CONTRACTED SERVICES		(3,180) TO COVER NEG BAL
100294	01	6212 NON-CREDIT MATRICULATION	450000	OTHER SUPPLIES		(853) OB 4300->5200
100294	01	6212 NON-CREDIT MATRICULATION	520000	TRAVEL/CONFERENCE-INSTRUC	853	OB 4300->5200
100295	01	1203 R N PROGRAM	110000	TEACHERS SALARY-REGULAR		(28,962) ACCT CLEANUP
100295	01	1203 R N PROGRAM	130000	TEACHERS SALARY-HOURLY		(28,188) ACCT CLEANUP
100295	01	1203 R N PROGRAM	130000	TEACHERS SALARY-HOURLY	33,184	ACCT CLEANUP
100295	01	1203 R N PROGRAM	135000	PERSONAL SERVICES	66,368	ACCT CLEANUP
100295	01	1203 R N PROGRAM	249100	INSTRUCTIONAL OVERTIME	441	ACCT CLEANUP
100295	01	1203 R N PROGRAM	311000	STATE TCHRS RTMT SYSTEM		(468) ACCT CLEANUP
100295	01	1203 R N PROGRAM	321000	PUBLIC EMPLOYEES RET SYS	43	ACCT CLEANUP
100295	01	1203 R N PROGRAM	331000	OASDI	28	ACCT CLEANUP
100295	01	1203 R N PROGRAM	341000	HEALTH AND WELFARE		(366) ACCT CLEANUP
100295	01	1203 R N PROGRAM	341000	HEALTH AND WELFARE		(8,000) ACCT CLEANUP
100295	01	1203 R N PROGRAM	430000	INSTRUCTIONAL SUPPLIES		(35,000) ACCT CLEANUP
100295	01	6790 TECHNICAL SVCS (FORMERLY IT)	239100	CLASS-REG/FT-OVERTIME	835	ACCT CLEANUP
100295	01	6790 TECHNICAL SVCS (FORMERLY IT)	331000	OASDI	52	ACCT CLEANUP
100295	01	6790 TECHNICAL SVCS (FORMERLY IT)	331500	MEDICARE 1.45%	13	ACCT CLEANUP
100295	01	6790 TECHNICAL SVCS (FORMERLY IT)	351000	STATE UNEMPLOYMENT INS	3	ACCT CLEANUP
100295	01	6790 TECHNICAL SVCS (FORMERLY IT)	361000	WORKERS COMPENSATION	17	ACCT CLEANUP
100297	01	6580 SAFETY/HAZ MAT'LS (M & O)	584000	CONTRACTED SERVICES	3,000	PG 6670->6580
100297	01	6670 VP-ADMINISTRATIVE SERVICES	569100	PRIOR YEAR ROLLOVERS		(3,000) PG 6670->6580
100298	01	6570 UTILITIES	552000	ELECTRIC	586,552	TO COVER NEG BAL
100298	01	6570 UTILITIES	552500	FUEL - GASOLINE		(656,878) TO COVER NEG BAL
100298	01	6570 UTILITIES	553100	SEWER SVCS THRU C.S.A. 64	19,404	TO COVER NEG BAL
100298	01	6570 UTILITIES	554000	TELEPHONE	51,818	TO COVER NEG BAL
100298	01	6570 UTILITIES	584000	CONTRACTED SERVICES		(896) TO COVER NEG BAL
100299	01	6570 UTILITIES	552000	ELECTRIC	110,779	OB 5691->5520
100299	01	6670 VP-ADMINISTRATIVE SERVICES	569100	PRIOR YEAR ROLLOVERS		(110,779) OB 5691->5520
100300	01	6780 MANAGEMENT INFORMATION SYS	520200	TRAVEL/CONFERENCE-ADMIN	1,100	COVER BALANCES
100300	01	6780 MANAGEMENT INFORMATION SYS	565000	CONTRACTS-MAINT AGRMTS		(1,687) COVER BALANCES
100300	01	6780 MANAGEMENT INFORMATION SYS	565000	CONTRACTS-MAINT AGRMTS	564	COVER BALANCES
100300	01	6780 MANAGEMENT INFORMATION SYS	640500	COMPUTERS	23	COVER BALANCES
100300	01	6785 DATATEL	580500	LICENSE FEES		(1,000) COVER BALANCES
100300	01	6785 DATATEL	584000	CONTRACTED SERVICES	1,000	COVER BALANCES
100301	01	6120 LIBRARY	564000	CONTRACTS-REPAIRS		(150) FOR BOOK ORDER
100301	01	6120 LIBRARY	565000	CONTRACTS-MAINT AGRMTS		(447) FOR BOOK ORDER
100301	01	6120 LIBRARY	580500	LICENSE FEES		(2,019) FOR BOOK ORDER
100301	01	6120 LIBRARY	631000	LIBRARY BOOKS	447	FOR BOOK ORDER
100301	01	6120 LIBRARY	631000	LIBRARY BOOKS	150	FOR BOOK ORDER
100301	01	6120 LIBRARY	631000	LIBRARY BOOKS	2,019	FOR BOOK ORDER
100302	01	1203 R N PROGRAM	430000	INSTRUCTIONAL SUPPLIES		(82) FOR TRAVEL
100302	01	1203 R N PROGRAM	520000	TRAVEL/CONFERENCE-INSTRUC	82	FOR TRAVEL
100302	01	1203 R N PROGRAM	520000	TRAVEL/CONFERENCE-INSTRUC	17	FOR TRAVEL
100302	01	1203 R N PROGRAM	640000	NEW EQUIPMENT		(17) FOR TRAVEL
100303	01	1203 R N PROGRAM	569100	PRIOR YEAR ROLLOVERS		(2,170) FURNITURE & EQUIP PURCHASE
100303	01	1203 R N PROGRAM	569100	PRIOR YEAR ROLLOVERS		(1,900) FURNITURE & EQUIP PURCHASE
100303	01	1203 R N PROGRAM	640000	NEW EQUIPMENT	2,170	FURNITURE & EQUIP PURCHASE
100303	01	1203 R N PROGRAM	641000	FURNITURE (NOT FIXED ASSET)	1,900	FURNITURE & EQUIP PURCHASE
100304	01	6430 EOPS	520100	TRAVEL/CONF-NON INSTRUC	1,000	OB 7610->5201
100304	01	6430 EOPS	761000	STUDENT BOOK SERVICE		(1,000) OB 7610->5201

VICTOR VALLEY COLLEGE
 BUDGET TRANSFER REPORT
 FROM 04/10/10 TO 05/14/10

5/17/2010


Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
100305	01	6430 EOPS	584000	CONTRACTED SERVICES	2,500	OB 7610->5840
100305	01	6430 EOPS	761000	STUDENT BOOK SERVICE		(2,500) OB 7610->5840
100306	01	0953 COMP INTEG DESIGN GRAPHICS	430000	INSTRUCTIONAL SUPPLIES	839	OB 6405->4300
100306	01	0953 COMP INTEG DESIGN GRAPHICS	640500	COMPUTERS		(839) OB 6405->4300
100307	71	6595 REDEVEL PASSTHROUGH	620000	BUILDINGS-NEW & REMODEL		(74,279) TO COVER NEG BAL
100307	71	6595 REDEVEL PASSTHROUGH	641000	FURNITURE (NOT FIXED ASSET)	1,646	TO COVER NEG BAL
100307	71	6595 REDEVEL PASSTHROUGH	644000	TRANSPORTATION EQUIP	72,633	TO COVER NEG BAL
100308	71	6595 REDEVEL PASSTHROUGH	564000	CONTRACTS-REPAIRS	4	TO COVER NEG BAL
100308	71	6595 REDEVEL PASSTHROUGH	584000	CONTRACTED SERVICES	33,513	TO COVER NEG BAL
100308	71	6595 REDEVEL PASSTHROUGH	620000	BUILDINGS-NEW & REMODEL		(33,517) TO COVER NEG BAL

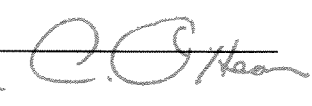
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: DISPOSAL OF SURPLUS PROPERTY

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District's Child Development Center has accumulated property that has become obsolete, is beyond economic repair, or no longer supports the mission of Victor Valley College. The County of San Bernardino's Head Start program was able to purchase some of the equipment for their program.

A copy of the list of furniture/equipment to be surplused is available for review in the Superintendent/President's office.

Need:

Furniture/equipment is no longer needed by the Child Development Center.

Fiscal Impact:

No fiscal impact.

Recommended Action:

It is recommended that the Board of Trustees approve the list of furniture/equipment to be surplused.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

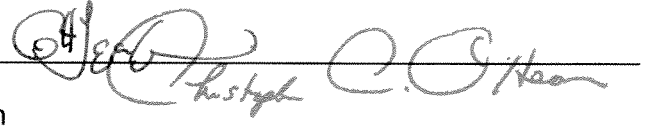
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn

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.

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 X ___

Reference for Agenda: YES ___ NO X ___

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, JUNE 8, 2010**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 849A	\$ 112,744.77					
BATCH 850	\$ 23,966.10					
BATCH 851			\$ 379.66			
BATCH 852	\$ 709.00					
BATCH 853 VOIDED						
BATCH 853A	\$ 6,500,000.00					
BATCH 854	\$ 25,724.05					
BATCH 854A	\$ 16,319.94					
BATCH 855	\$ 562.39					
BATCH 855A	\$ 21,535.79					
BATCH 856	\$ 9,414.13					
BATCH 857	\$ 2,675.15					
BATCH 857A	\$ 1,760.31					
BATCH 858 VOIDED						
BATCH 858A					\$ 157,905.21	
BATCH 859	\$ 300.00					
BATCH 860 CONTAINS NO BATCH						
BATCH 861	\$ 7,115.09					
BATCH 862 CONTAINS NO BATCH						
BATCH 863	\$ 36,053.22					
BATCH 864	\$ 1,560.00					
BATCH 865			\$ 90.21			
BATCH 866 CONTAINS NO BATCH						
BATCH 867	\$ 55.00					
BATCH 868A	\$ 40,193.25					
BATCH 869	\$ 3,685.16					
BATCH 870	\$ 1,199.94					
BATCH 871	\$ 20,000.00					
BATCH 872			\$ 364.10			
BATCH 873	\$ 1,021.91					
BATCH 874	\$ 2,174.61					
BATCH 874A	\$ 52,473.36					
BATCH 875	\$ 4,805.00					
BATCH 876 VOIDED						
BATCH 876A					\$ 20,433.23	

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, JUNE 8, 2010**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 877 VOIDED						
BATCH 877A					\$ 6,382.57	
BATCH 878					\$ 1,375.10	
BATCH 879 VOIDED						
BATCH 879A	\$ 87,587.72					
BATCH 880 VOIDED						
BATCH 880A					\$ 4,800.50	
BATCH 881	\$ 17,033.95					
BATCH 882	\$ 1,392.00					
BATCH 883				\$ 3.00		
BATCH 884		\$17.00				
BATCH 885					\$ 47,940.50	
BATCH 886	\$ 419.00					
BATCH 887	\$ 24,286.79					
BATCH 888	\$ 5,805.85					
BATCH 889	\$ 5,582.97					
BATCH 890	\$ 14,748.69					
BATCH 891	\$ 12,486.68					
BATCH 8941A	\$ 9,738.18					
BATCH 892	\$ 1,177.65					
BATCH 893	\$ 1,417.90					
BATCH 894	\$ 690.02					
BATCH 895			\$ 166.03			
BATCH 895A			\$ 5,191.01			
BATCH 896	\$ 6,353.41					
BATCH 897	\$ 3,188.26					
BATCH 898	\$ 250.00					
BATCH 899 VOIDED						
BATCH 899A					\$ 15,146.22	
BATCH 900 VOIDED						
BATCH 900A					\$ 71,536.00	
BATCH 901 VOIDED						
BATCH 901A					\$ 153,946.28	
BATCH 902	\$ 6,174.00					
BATCH 903	\$ 4,739.03					
BATCH 904	\$ 6,186.21					
BATCH 905	\$ 56.53					
BATCH 906	\$ 6,919.81					

**BOARD PAYMENT REPORT
 BOARD OF TRUSTEES MEETING, JUNE 8, 2010**

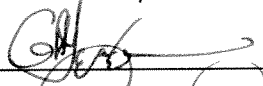
	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 907	\$ 43.00					
BATCH 908	\$ 2,099.07					
BATCH 908A	\$ 33,760.69					
BATCH 909	\$ 6,041.65					
BATCH 909A	\$ 2,487.11				\$ 287.06	
BATCH 910						
BATCH 911 CONTAINS NO BATCH						
BATCH 912	\$ 2,867.75					
BATCH 913A	\$ 75,000.00					
BATCH 914		\$179.15				
BATCH 915	\$ 3,590.29					
BATCH 916	\$ 1,032.63					
BATCH 917 VOIDED						
BATCH 917A	\$ 5,968.68					
BATCH 918	\$ 9,839.10					
BATCH 919 VOIDED						
BATCH 919A	\$ 86,624.09					
BATCH 920	\$ 28,004.04					
BATCH 921	\$ 962.92					
BATCH 922	\$ 2,567.81					
BATCH 923	\$ 26,554.39					
BATCH 923A	\$ 5,563.00					
BATCH 924	\$ 18,480.67					
BATCH 924A	\$ 4,044.22					
BATCH 925	\$ 7,504.10					
BATCH 926 VOIDED						
BATCH 926A	\$ 12,000.00					
BATCH 927	\$ 2,720.57					
BATCH 928	\$ 12,000.00					
BATCH 929	\$ 14,987.17					
BATCH 930	\$ 17,694.81					
BATCH 931	\$ 9,993.95					
BATCH 932	\$ 8,406.47					
BATCH 933	\$ 2,827.98					
BATCH 934	\$ 1,289.65					
BATCH 935	\$ 676.08			\$ 240.00		
BATCH 936						\$ -

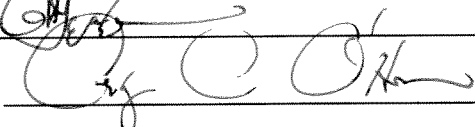
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT RENEWAL – HI DESERT ALARM

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to renew its agreement with Hi Desert Alarm to provide service to maintain the fire alarm systems on campus for the 2010-2011 fiscal year.

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

Need:

This is an annual renewal that is needed to provide pest control services as needed to the campus.

Fiscal Impact: \$6,500.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hi Desert Alarm in the amount of \$6,500.00.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

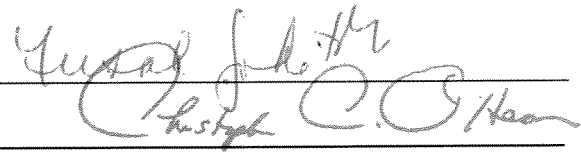
BOARD CONSENT ___ BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT—John Levell

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Christopher O'Hearn



Description/Background:

The district wishes to provide cultural diversity training workshops for staff.

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

Need:

Board approval is needed to contract with John Levell to provide cultural diversity training workshops.

Fiscal Impact:

Expenditure: Categorically funded through EEO Budget, \$200/hour.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with John Levell to provide cultural diversity training workshops at \$200/hour from May 26, 2010, through June 30, 2010.

Legal Review: YES ___ NOT APPLICABLE X___

Reference for Agenda: YES ___ NO X___

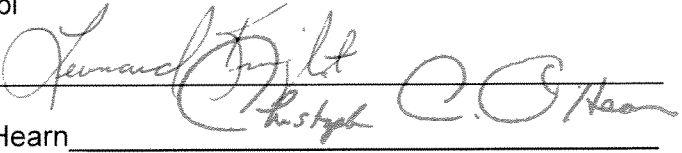
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT—County of San Bernardino

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Leonard Knight



APPROVED BY: Christopher O'Hearn

Description/Background:

It is necessary for the district to provide the Use of Force Instructional Update Course and Trimester Use of Force Training 2010-13 for police officers, effective July 1, 2010.

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

Need:

Board approval is needed to contract with the County of San Bernardino to provide the Use of Force Instructional Update Course and Trimester Use of Force Training 2010-13 for police officers.

Fiscal Impact:

Expenditure: Budgeted, \$4600.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with the County of San Bernardino to provide the Use of Force Instructional Update Course and Trimester Use of Force Training 2010-13 for police officers, effective July 1, 2010, 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: REVISION, VICTOR VALLEY COLLEGE EQUAL EMPLOYMENT OPPORTUNITY PLAN

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi* *C. O'Hearn*

APPROVED BY: Christopher O'Hearn _____

Description/Background:

On July 14, 2009, the Board of Trustees approved the Victor Valley College Equal Employment Opportunity Plan. Additional language on page 8 is recommended.

Fiscal Impact: None.

Recommended Action: It is recommended that the Board of Trustees approve the revised language on page 8 of the attached Equal Employment Opportunity Plan.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

Victor Valley College
Equal Employment Opportunity Plan

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1. Introduction

The Victor Valley College Equal Employment Opportunity Plan reflects the district's commitment to equal employment opportunity. The district believes that taking active and vigorous steps to ensure equal employment opportunity and creating a working and academic environment which is welcoming to all will foster diversity and promote excellence.

The *Plan's* immediate focus is equal employment opportunity in its recruitment and hiring policies and practices pursuant to the applicable title 5 regulations (section 53000 et seq.) and the steps the district shall take in the event of underrepresentation of monitored groups. The *Plan* contains an analysis of the demographic makeup of the district's workforce population and an analysis of whether underrepresentation of monitored groups exists. The *Plan* also includes the requirements for a complaint procedure for noncompliance with the title 5 provisions relating to equal employment opportunity programs, establishment of a Diversity Committee, methods to support equal employment opportunity and an environment which is welcoming to all, and procedures for dissemination of the *Plan*. To properly serve a growing diverse population, the district will endeavor to hire and retain faculty and staff who are sensitive to and knowledgeable of the needs of the continually changing student body it serves.

Robert Silverman, Ph.D.
Superintendent/President

2. Definitions

[Title 5, § 53001(a)-(p)]

- A. *Adverse Impact*: a statistical measure (such as those outlined in the EEO Commission's *Uniform Guidelines on Employee Selection Procedures*) that is applied to the effects of a selection procedure and demonstrates a disproportionate negative impact on any group defined in terms of ethnic group identification, gender, or disability. A disparity identified in a given selection process will not be considered to constitute adverse impact if the numbers involved are too small to permit a meaningful comparison.
- B. *Business Necessity*: circumstances which justify an exception to the requirements of Section 53021(b) (1) because compliance with that section would result in substantial additional financial cost to the district or pose a significant threat to human life or safety. Business necessity requires greater financial cost than mere business convenience. Business necessity does not exist where there is an alternative that will serve business needs equally well.
- C. *Chancellor's Office* – California Community College's Chancellor's Office (aka System Office).
- D. *Diversity*: means a condition of broad inclusion in an employment environment that offers equality and respect for all persons. A diverse educational community recognizes the educational benefits that flow from employee populations that are varied by accent, age, ancestry, citizenship status, color, disability, economic status, ethnic group identification, gender, marital status, medical condition, national origin, parental status, race, religion, sexual orientation, or veteran status.
- E. *Equal Employment Opportunity*: means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the district. Equal employment opportunity should exist at all levels and in all job categories listed in Section 53004(a). Ensuring equal employment opportunity also involves creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas and that is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination by title 5, Section 53000 et seq.
- F. *Equal Employment Opportunity Plan*: a written document in which a district's workforce is analyzed and specific plans and procedures are set forth for ensuring equal employment opportunity.
- G. *Equal Employment Opportunity Programs*: all the various methods by which equal employment opportunity is ensured. Such methods include, but are not limited to, using nondiscriminatory employment practices, actively recruiting, monitoring and taking additional steps consistent with the requirements of Section 53006.
- H. *Ethnic Minorities*: American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks/African-Americans, and Hispanics/Latinos.
 - 1) *Ethnic Group Identification*: means an individual's identification in one or more of the ethnic groups reported to the chancellor pursuant to Section 53004. These groups shall be more specifically defined by the chancellor consistent with state and federal law.

- I. *Goals for Persons with Disabilities*: a statement that the district will strive to attract and hire additional qualified persons with a disability in order to achieve the level of projected representation for that group by a target date established by taking into account the expected turnover in the workforce and the availability of persons with disabilities who are qualified to perform a particular job. Goals are not “quotas” or rigid proportions.
- J. *In-house or Promotional Only Hiring*: means that only existing district employees are allowed to apply for a position.
- K. *Monitored Group*: means those groups identified in Section 53004(b) for which monitoring and reporting is required pursuant to Section 53004(a). (These groups are men, women, American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks/African Americans, Hispanics/Latinos, Caucasians, and persons with disabilities).
- L. *Person with a Disability*: any person who (1) has a physical or mental impairment as defined in Government Code, Section 12926 which limits one or more of such person’s major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment. A person with a disability is “limited” if the condition makes the achievement of the major life activity difficult.
- M. *Projected Representation*: the percentage of persons from a monitored group determined by the chancellor to be available and qualified to perform the work in question.
- N. *Reasonable Accommodation*: the efforts made on the part of the district to remove artificial or real barriers, which prevent or limit the employment and upward mobility of persons with disabilities. “Reasonable accommodations” may include the items designated in Section 53025.
- O. *Screening or Selection Procedures*: any measure, combination of measures, or procedures used as a basis for any employment decision. Selection procedures include the full range of assessment techniques, including but not limited to traditional paper and pencil tests, performance tests, and physical, educational, and work experience requirements, interviews, and review of application forms.
- P. *Significantly Underrepresented Group*: any monitored group for which the percentage of persons from that group employed by the district in any job category listed in Section 53004(a) is below eighty percent (80%) of the projected representation for that group in the job category in question.
- Q. *Target Date*: a point in time by which the district plans to meet an established goal for persons with disabilities and thereby achieve projected representation in a particular job category.
- R. *Timetable*: a set of specific annual hiring objectives that will lead to meeting a goal for persons with a disability by a projected target date.

3. Policy Statement

[Education Code, § 87106, et seq.]

The district is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity, diversity, and provide equal consideration for all qualified candidates.

4. Delegation of Responsibility, Authority and Compliance

[Title 5, §§ 53003(c)(1) and 53020]

It is the goal of Victor Valley College that all employees promote and support equal employment opportunity because such a goal requires a commitment and a contribution from every segment of the district. The general responsibilities for the prompt and effective implementation of this *Plan* are set forth below.

A. Board of Trustees

The Board of Trustees is ultimately responsible for proper implementation of the district's *Plan* at all levels of district and college operation, and for ensuring equal employment opportunity as described in the *Plan*.

B. Superintendent/President

The Board of Trustees delegates to the Superintendent/President the responsibility for ongoing implementation of the *Plan* and for providing leadership in supporting the district's equal employment opportunity policies and procedures. The Superintendent/President shall advise the governing board concerning statewide policy emanating from the Board of Governors of the California Community Colleges and direct the publication of an annual report on *Plan* implementation. The Superintendent/President shall include in the evaluation of the performance of all administrators who report directly to him/her on actions taken in support of the *Plan*.

C. Equal Employment Opportunity Officer

The district has designated the Vice President of Human Resources as its equal employment opportunity officer who is responsible for the day-to-day implementation of the *Plan*. If the designation of the equal employment opportunity officer changes before this *Plan* is next revised, the district will notify employees and applicants for employment of the new designee. The equal employment opportunity officer is responsible for administering, implementing and monitoring the *Plan* and for assuring compliance with the requirements of title 5, Sections 53000 et seq. The equal employment opportunity officer is also responsible for receiving complaints described in section 6 of the *Plan* and for ensuring that applicant pools and selection procedures are properly monitored.

D. Diversity Committee

The district has established a Diversity Committee to act as an advisory body to the equal employment opportunity officer and the district as a whole to promote understanding and support of equal employment opportunity policies and procedures. The Diversity Committee assists in the development and implementation of the *Plan* in compliance with state and federal regulations and guidelines, monitors equal employment opportunity progress, and provides suggestions for *Plan* revisions as appropriate.

E. Agents of the District

Any organization or individual, whether or not an employee of the district, who acts on behalf of the governing board with regard to the recruitment and screening of personnel, is an agent of the district and is subject to all the requirements of this *Plan* and will be given a copy of it.

F. Good Faith Effort

The district shall make a continuous good faith effort to comply with all the requirements of its *Plan*.

5. Advisory Committee

[Title 5 § 53005]

The district has established a Victor Valley College Diversity Committee to assist the district in implementing its *Plan*. The committee may also assist in promoting an understanding and support of equal opportunity and nondiscrimination policies and procedures. The committee may sponsor events, training, or other activities that promote equal employment opportunity, nondiscrimination, retention, and diversity. The equal employment opportunity officer or designee shall train the advisory committee on equal employment compliance and the *Plan* itself. The committee shall include a diverse membership whenever possible. A substantial good faith effort to maintain a diverse membership is expected. If the district has been unable to meet this objective, it will document what efforts were made to recruit advisory committee members who are members of monitored groups. The committee will be composed of two members of the faculty appointed by the Academic Senate President, two members of the classified staff appointed by the CSEA President, one member appointed by the Management Team, two students recommended by the ASB president, two community representatives appointed by the Superintendent/President, and one member of the administration appointed by the Superintendent/President.

Each year, the committee will be initially convened and chaired by the Equal Employment officer. Terms of office for the voting members shall be for two years. The Victor Valley College Diversity Committee shall hold a minimum of four (4) meetings per fiscal year, with additional meetings if needed to review EEO and diversity efforts, programs, policies, and progress. When appropriate, the advisory committee shall make recommendations to the governing board, the Superintendent/President, and the equal employment opportunity officer.

6. Complaints

[Title 5, §§ 53003(c)(2), 53026 and 59300 et seq.]

- A. *Complaints Alleging Violation of the Equal Employment Opportunity Regulations (title 5 Section 53026).* The district has established the following process permitting any person to file a complaint alleging that the requirements of the equal employment opportunity regulations¹ have been violated. Any person who believes that the equal employment opportunity regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints shall be signed and dated by the complainant and shall contain, to the best of the complainant's ability, the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than sixty (60) days after such occurrence unless the complainant can verify a compelling reason for the district to waive the sixty (60) day limitation. Complaints alleging violations of the *Plan* that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing. As directed by the Chancellor's Office, the decision of the district in complaints pursuant to Section 53026 is final. (See *California Community Colleges Chancellor's Office Guidelines for Minimum Conditions Complaints* at:

<http://www.cccco.edu/divisions/legal/guidelines/Guidelines%20for%20Minimum%20Conditions%20Complaints.htm>.

The district may return without action any complaints that are inadequate because they do not state a clear violation of the EEO regulations. All returned complaints must include a district statement of the reason for returning the complaint without action.

The complaint shall be filed with the equal employment opportunity officer. If the complaint involves the equal employment opportunity officer, the complaint may be filed with the Superintendent/President. **Any complaints against the superintendent/president or a board member shall be filed with the vice president of Human Resources, who shall report the complaint to legal counsel. Legal counsel shall then report the complaint to the president of the Board of Trustees. In the event that the complaint is against the Board president, legal counsel shall report the complaint to the vice president of the Board of Trustees.** A written determination on all accepted written complaints will be issued to the complainant within ninety (90) days of the filing of the complaint. If this is not practical, a written notification will be provided to the complainant as to the reasons for the extension and estimated date of completion. The equal employment opportunity officer will forward copies of all written complaints to the Chancellor's Office upon receipt.

In the event that a complaint filed under Section 53026 alleges unlawful discrimination, it will be processed according to the requirements of Section 59300 et seq.

- B. *Complaints Alleging Unlawful Discrimination or Harassment (Section 59300 et seq.)* The district has adopted procedures for complaints alleging unlawful discrimination or

¹ The equal employment opportunity regulations are found in California Code of Regulations, title 5, section 53000 et seq.

harassment. The Vice President of Human Resources is responsible for receiving such complaints and for coordinating their investigation.

7. Notification to District Employees

[Title 5, § 53003(c)(3)]

The commitment of the Board of Trustees and the Superintendent/President to equal employment opportunity is emphasized through the broad dissemination of its Equal Employment Opportunity policy statement and the *Plan*. The policy statement will be printed in the college catalog and class schedule. The *Plan* and subsequent revisions will be distributed to the district's governing board, the Superintendent/President, administrators, the academic and classified senate councils, union representatives and members of the District Diversity Committee. The *Plan* will be available on the district's Website and, when appropriate, may be distributed by email. The Human Resources Department will provide all new employees with a copy of the written notice described above when they commence their employment with the district. Each year, the district will inform all employees by email of the *Plan*'s availability including a written summary of the provisions of the *Plan*. The annual notice will emphasize the importance of the employee's participation and responsibility in ensuring the *Plan*'s implementation.

8. Training for Screening/Selection Committees

[Title 5, § 53003(c)(4)]

Any organization or individual, whether or not an employee of the district, who is involved in the recruitment and screening/selection of personnel shall receive appropriate training on the requirements of the title 5 regulations on equal employment opportunity (Section 53000 et. seq.); the requirements of federal and state nondiscrimination laws; the requirements of the district's Equal Employment Opportunity Plan; the district's policies on nondiscrimination, recruitment, and hiring; principles of diversity and cultural proficiency;² and the value of a diverse workforce. Persons serving in the above capacities will be required to receive training. The Equal Employment Opportunity Officer or designee is responsible for providing the required training.

² "Cultural proficiency" involves successful teaching and other interactions with both students and colleagues from a variety of cultures. It requires a contextual understanding that numerous social and institutional dynamics, including the effects of inequities, affect how students have been taught and treated, and translates that understanding to the removal of barriers to student success. "Culture" refers to those things that are shared within a group or society: shared knowledge and beliefs, shared values, shared behavioral expectations, and principles that are widely used or recognized. "Culture" therefore refers to more than simply race and ethnicity.

9. Annual Written Notice to Community Organizations

[Title 5, § 53003(c)(5)]

The Equal Employment Opportunity officer or designee will provide annual written notice to appropriate community-based and professional organizations concerning the *Plan*. The notice will include a summary of the *Plan*, inform these organizations how they may obtain a copy, and shall solicit their assistance in identifying diverse qualified candidates. The notice will also include the internet address where the district advertises its job openings and the HR department phone number to call in order to obtain employment information. The district will actively seek to reach those institutions, organizations, and agencies that may be recruitment sources, especially for underrepresented populations. A list of organizations which will receive this notice is attached to this *Plan (Appendix A)*. This list may be revised from time to time as necessary.

10. Analysis of District Workforce and Applicant Pool

[Title 5, § 53003(c)(6)]

The Human Resources Department will annually survey the district's workforce composition and shall monitor applicants for employment on an ongoing basis to evaluate the district's progress in implementing the *Plan*, to provide data needed for the reports required by this *Plan*, and to determine whether any monitored group is underrepresented. Monitored groups are men, women, American Indians or Alaskan natives, Asians or Pacific Islanders, Blacks/African-Americans, Hispanics/Latinos, Caucasians, and persons with disabilities.

For purposes of the survey and report, each applicant or employee will be afforded the opportunity to voluntarily identify her or his gender, ethnic group identification and, if applicable, her or his disability. Persons may designate as many ethnicities as they identify with, but shall be counted in only one ethnic group for reporting purposes. This information will be kept confidential and will be separated from the applications that are forwarded to the screening/selection committee and hiring administrator(s). At least every three years, the *Plan* will be reviewed and, if necessary, revised based on an analysis of the ethnic group identification, gender, and disability composition of existing staff and of those who have applied for employment in each of the following identified job categories:

- A) Executive/Administrative/Managerial
- B) Faculty and other instructional staff:
 - Adult education
 - Career education
 - English
 - Health and physical education
 - Humanities
 - Instructional and support services
 - Mathematics
 - Natural sciences
 - Social sciences
 - Part-Time
- C) Professional non-faculty
- D) Secretarial/Clerical
- E) Technical and paraprofessional
- F) Skilled drafts
- G) Service and maintenance

DISTRICT WORKFORCE ANALYSIS – FALL 2007

	Total	Male	Female	American Indian Alaska Native Male/ Female	Black African American Male/ Female	Asian Pacific Islander Male/ Female	Hispanic Male Female	White Male/ Female	Other/ Unknown
Exec/Admin	15	6	9	0/0	2/1	0/0	0/1	4/5	0/2
Professional/ Non-faculty	9	5	4	0/0	1/0	0/0	1/1	3/3	0/0
Secretarial/ Clerical	109	10	99	0/2	1/12	0/4	1/30	8/51	0/0
Technical/ Paraprofessional	63	27	36	0/1	1/0	4/4	2/14	20/17	0/0
Skilled Craft	6	6	0	0/0	0/0	0/0	0/0	6/0	0/0
Service/ Maintenance	42	31	11	0/0	4/0	0/0	7/3	19/7	0/2
Faculty - Adult Education	32	17	15	1/1	1/0	0/1	2/3	13/10	0/0
Faculty - Career Education	22	18	4	1/0	2/1	0/1	0/0	15/2	0/0
Faculty - English	13	4	9	0/0	0/0	0/0	0/0	4/9	0/0
Faculty - Health and P.E.	30	15	15	2/0	1/0	0/0	3/3	9/11	0/1
Faculty - Humanities	20	13	7	0/0	1/1	0/0	1/2	11/4	0/0
Faculty - Instructional and Support Services	1	1	0	0/0	0/0	0/0	0/0	1/0	0/0
Faculty - Mathematics	17	12	5	0/0	1/0	0/2	1/0	10/3	0/0
Faculty - Natural Sciences	14	6	8	0/0	0/0	0/0	0/0	6/8	0/0
Faculty - Social Sciences	24	18	6	0/0	1/0	1/1	0/0	16/5	0/0
Faculty - Part- Time	384	213	171	0/1	18/7	13/7	13/19	164/131	5/6
Persons with Disabilities	24	11	13	0/1	0/0	0/0	2/2	9/10	0/0
Totals	825	413	412	4/6	34/22	18/20	33/78	318/276	5/11

DISTRICT APPLICANT POOL ANALYSIS – 2007 through 2008

	Total	Male	Female	American Indian/Alaska Native Male/Female	Black/African American Male/Female	Asian/Pacific Islander Male/Female	Hispanic Male/Female	White Male/Female	Other / Unknown
Executive/ Administration	37	15	11	2/0	1/1	0/0	1/1	6/4	14/6
Faculty - Career Education	33	13	15	0/0	2/4	0/1	0/1	11/9	1/1
Faculty - Instructional and Support Services	28	8	13	0/0	1/2	0/2	3/3	4/6	7/7
Faculty - Natural Sciences	45	37	5	0/0	3/0	10/0	0/0	15/3	11/2
Faculty - Part-time	481	221	237	1/0	16/28	14/15	15/26	96/87	1/182
Professional/ Non-faculty	31	7	19	0/2	3/3	0/2	1/4	3/8	6/5
Secretarial/ Clerical	386	77	308	0/2	15/54	1/8	17/62	31/111	67/16
Service/ Maintenance	221	177	42	4/0	24/4	6/0	53/15	65/14	30/6
Skilled Craft	19	6	13	0/0	0/2	0/0	1/3	5/6	2/0
Technical/ Paraprofessional	64	47	15	1/0	5/2	1/1	11/2	24/8	4/7
Totals	1345	608	678	8/4	70/100	32/29	102/117	260/256	143/232

11. Other Measures Necessary to Further Equal Employment Opportunity

[Title 5, § 53003(c)(10)]

The district recognizes that multiple approaches are appropriate to fulfill its mission to ensure equal employment opportunity and the creation of a diverse workforce. Equal employment opportunity means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the district. Equal employment opportunity should exist at all levels and in all job categories. Ensuring equal employment opportunity also involves creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas and is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination. To that end, in addition to the steps to address underrepresentation and/or significant underrepresentation, the district will implement a diversity program. Having a campus that has accepted principles of diversity and multiculturalism can make implementation and maintenance of an effective equal employment opportunity program much easier. For that reason, institutionalizing a diversity program that is well planned out, well funded, and supported by the leadership of the district can be of great value. The district will sponsor cultural events and speakers on issues dealing with diversity and explore how to infuse diversity into the classroom and curriculum. The district will promote the concept of cultural proficiency and it will develop an evaluation form that integrates diversity into the evaluation of employees. The district will also promote learning opportunities and personal growth in the area of diversity and evaluate how the physical environment can be responsive to its diverse employee and student populations. In implementing a diversity program, the district shall consider steps such as:

- A. Establishing a formal Office of Diversity that is part of the structure of the district and that will be adequately funded and supported by the district leadership.
- B. Conducting campus climate studies to identify hidden barriers.
- C. Including guest speakers from underrepresented groups who are in leadership positions and who may inspire students and employees alike.
- D. Highlighting the district's equal employment opportunity and diversity policies in job announcements and in its recruitment, marketing, and other publications.
- E. Conducting diversity dialogues, forums, and cross-cultural workshops.
- F. Reviewing and revising college publications and other marketing tools to reflect diversity in pictures, graphics, and text to project an inclusive image.
- G. Recognizing and valuing staff and faculty who have promoted diversity and equal employment opportunity principles by awarding a yearly diversity recognition award.
- H. Offering a series of EEO/diversity workshops in conjunction with staff development programs.
- I. Establishing an "Equal Employment Opportunity and Diversity" online presence by highlighting the district's diversity and equal employment opportunity, ADA, and sexual harassment and nondiscrimination policies, procedures and programs on the district's Website. The Website will also list contact persons for further information on all of these topics.
- J. Promoting sabbaticals that will assist the district in achieving its equal employment opportunity and diversity objectives.

- K. Promoting various cultural celebrations on campus.
- L. Recognizing multilingualism and knowledge of multiculturalism as a desired and, when appropriate, required skill and qualification for community college employees.
- M. Establishing a *Community Outreach Advisory Council* to involve community-based organizations in the recruitment and other equal employment opportunity efforts of the college. Recommended membership will include representatives from local business and industry as well as from diverse community groups such as NAACP, chambers of commerce, and city council(s).

12. Graduate Assumption Program of Loans for Education

[Education Code, §§ 87106, 69618 et seq.]

The district will encourage community college students to become qualified for and seek employment as community college employees. The district shall research and inform students about programs that may assist them to complete their graduate studies and become community college employees. The district will post informational flyers on the campuses concerning such programs, and make information available in the student guidebook and in locations accessible to students. Efforts will be made to inform graduate students in local colleges and universities about the benefits of employment at a community college.

13. Goals for Hiring Persons with Disabilities

[Title 5, §§ 53003(d), 53025]

Goals for persons with disabilities and associated requirements for analysis and action will be completed upon receipt of legally valid availability data from the State Chancellor's Office.

Reasonable Accommodations

Applicants and employees with disabilities shall receive reasonable accommodations consistent with the requirements of Government Code, sections 11135 et seq. and 12940(m); Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act. The ADA Compliance Officer is the Director of Disabled Student Programs and Services/ADA Compliance Officer.

Appendix A – Community Organizations and contact information

High Desert Hispanic Chamber of Commerce
14443 Park Avenue
Victorville, CA 92392
760-241-6661

Victor Valley African American Chamber of Commerce
14368 St. Andrews Drive
Victorville, CA 92392
760-952-9152

Korean Chamber of Commerce
14443 Park Avenue, #C3
Victorville, CA 92392
760-955-5504

League of Women Voters
568 No. Mt. View Avenue, suite 150
San Bernardino, CA 92401
909-338-4163

Mexican American Legal Defense & Education Fund
634 S. Spring Street
Los Angeles, CA 90013
213-629-2512

National Association for the Advancement of Colored People
Antelope Branch
P.O. Box 2466
Lancaster, CA 93539

National Council of La Raza
523 W 6th Street, suite 840
Los Angeles, CA 90014
213-489-3428

Japanese America Citizen League
Pacific Southwest Regional Office
244 S. San Pedro Street, suite 406
Los Angeles, CA 90012
213-626-4471

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: LICENSE AGREEMENT – MCKESSON CORPORATION

SUBMITTED BY: Reba Pugliese, Contract Education

RECOMMENDED BY: Christopher O’Hearn



APPROVED BY: Christopher O’Hearn _____

Description/Background:

The District wishes to ratify a software license agreement for the purchase of Medisoft Network Professional software, to include 25 user licenses.

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

Need:

The licenses will enable WIA program participants to complete their certification in the Health Information Medical Training program (HIMT).

Fiscal Impact:

Budgeted item- \$5,581.39 Grant Funded – WIA

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify the software license agreement for the purchase of Medisoft Network Professional software, to include 25 user licenses.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENTS - CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher C. O'Hearn



APPROVED BY: Christopher C. O'Hearn

Description/Background:

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

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

Vendor:	Income to the District
Del Taco Restaurant – 15470 Palmdale Rd., Victorville	\$ 300.00
El Pascador Restaurant	\$ 300.00
Bizzy Bees Bakery	\$ 300.00
Total:	\$ 900.00

Need:

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

Fiscal Impact:

\$900.00 Income to the District

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: OUT OF COUNTRY TRAVEL - ASIA

SUBMITTED BY: Lori Kildal, Dean, STEM

RECOMMENDED BY: Christopher O'Hearn



APPROVED BY: Christopher O'Hearn _____

Description/Background:

The District desires to approve out of country travel to East Timor in Asia. The travel is required of students who are registered in Biology 98, "International Natural History" and Biology 250A, "Tropical Field Biology and Natural History" during the 2010 summer session from June 19, 2010, through July 10, 2010. Students will be accompanied by Associate Professor of Biology, Dr. Hinrich Kaiser.

Students:

- | | |
|-----------------|------------------|
| Jester Ceballos | Dominique Fallas |
| Scott Heacox | Andrew Kathriner |
| Christine LeDuc | Caitlin Sanchez |
| Edmundo Vides | Eric Leatham's |

Need:

Compliance with Board Policy 4300

Fiscal Impact: None

Recommended Action:

It is recommended by the Interim Superintendent/President that Board of Trustees approve out of the country travel to East Timor in Asia. The travel is required of students who are registered in Biology 98 "International Natural History" and Biology 250A, "Tropical Field Biology and Natural History" during the 2010 summer session from June 19, 2010, through July 10, 2010. Students will be accompanied by Associate Professor of Biology, Dr. Hinrich Kaiser.

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 – LARRY KENDALL

SUBMITTED BY: Janet Long, Director, TRIO Programs

RECOMMENDED BY: Christopher C. O'Hearn



APPROVED BY: Christopher C. O'Hearn _____

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Larry Kendall. The period of this agreement is from June 21, 2010 to July 30, 2010.

Need:

As the Robotics Instructor, provide instruction to Upward Bound Math & Science Program participants during the 2010 summer programs.

Fiscal Impact:

Budgeted. \$900.00 – Grant funded.

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Larry Kendall. The period of this agreement is from June 21, 2010 to July 30, 2010.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – LEARN CPR 4 LIFE

SUBMITTED BY: Janet Long, Director, TRIO Programs

RECOMMENDED BY: Christopher C. O'Hearn



APPROVED BY: Christopher C. O'Hearn _____

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Learn CPR 4 Life who will conduct a one day workshop on June 16, 2010.

Need:

To provide CPR and first aid training resulting in a two-year certification to Summer Program staff during the 2010 summer programs for the Upward Bound and Upward Bound Math & Science Programs and for the GEAR-UP Program.

Fiscal Impact:

Budgeted. Not to exceed \$1,392.00 – Grant funded.

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Learn CPR 4 Life.

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 – THE PRINCETON REVIEW

SUBMITTED BY: Janet Long, Director, TRIO Programs

RECOMMENDED BY: Christopher C. O'Hearn



APPROVED BY: Christopher C. O'Hearn _____

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and The Princeton Review to provide ACT preparation instruction to Upward Bound Math & Science Program participants during the summer academy. The period of this agreement is from June 21, 2010 to July 30, 2010.

Need:

To provide ACT preparation instruction to Upward Bound Math & Science Program participants during the summer academy.

Fiscal Impact:

Budgeted. \$2,000 – Grant funded.

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and The Princeton Review to provide ACT preparation instruction to Upward Bound Math & Science Program participants during the summer academy.

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 – NANCY NOYER

SUBMITTED BY: Janet Long, Director, TRIO Programs

RECOMMENDED BY: Christopher C. O'Hearn



APPROVED BY: Christopher C. O'Hearn _____

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Nancy Noyer who will be conducting an intensive English review for the Upward Bound Participants during their 2010 summer academy. The period of this agreement is June 14, 2010 to July 22, 2010.

Need:

To provide an intensive English review to Upward Bound participants during their 2010 summer academy.

Fiscal Impact:

Budgeted. Not to exceed \$1500.00 – Grant funded.

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Nancy Noyer to provide an intensive English review to Upward Bound participants during their 2010 summer academy.

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 – LUCERNE VALLEY UNIFIED SCHOOL DISTRICT

SUBMITTED BY: Janet Long, Director, TRIO Programs

RECOMMENDED BY: Christopher C. O'Hearn



APPROVED BY: Christopher C. O'Hearn

Description/Background:

The District desires to approve an agreement between Victor Valley Community College District and Lucerne Valley Unified School District (LVUSD) to provide school bus transportation for Upward Bound Math & Science Program participants in the LVUSD. The period of this agreement is July 1, 2010, to June 30, 2011.

Need:

To provide school bus transportation for Upward Bound Math & Science Program participants in the LVUSD during the 2010 summer academy and the 2010-2011 academic year. Services include daily pick-ups from LVHS during the summer, Saturday academies and field trips during the academic year.

Fiscal Impact:

Budgeted. Not to Exceed \$9,500.00 – Grant funded.

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve an agreement between Victor Valley Community College District and Lucerne Valley Unified School District to provide school bus transportation for Upward Bound Math & Science Program participants in the LVUSD.

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 – FIRST STUDENT

SUBMITTED BY: Janet Long, Director, TRIO Programs

RECOMMENDED BY: Christopher C. O'Hearn



APPROVED BY: Christopher C. O'Hearn _____

Description/Background:

The District desires to approve an agreement between Victor Valley Community College District and First Student. The period of this agreement is from July 01, 2010, through June 30, 2011.

Need:

To provide school bus transportation for Upward Bound and Upward Bound Math & Science Program participants for Victor Valley, Silverado and Hesperia high schools during the 2010 summer academy and the 2010-2011 academic year. Services include daily pick-ups from school sites during the summer academies, Saturday academies and field trips during the academic year.

Fiscal Impact:

Budgeted. Not to exceed \$35,000 – Grant funded.

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve an agreement between Victor Valley Community College District and First Student for the period of July 1, 2010, through June 30, 2011.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES _ NO X

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

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

TOPIC: AGREEMENT – EBMEYER CHARTER

SUBMITTED BY: Janet Long, Director, TRIO Programs

RECOMMENDED BY: Christopher C. O'Hearn



APPROVED BY: Christopher C. O'Hearn

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Ebmeyer Charter. The period of this agreement is July 1, 2010 to June 30, 2011.

Need:

To provide charter bus transportation for Student Support Services, Upward Bound and Upward Bound Math & Science Program participants for college tours, and cultural event field trips for the 2010-2011 fiscal year.

Fiscal Impact:

Budgeted. Not to exceed \$20,000 – Grant funded.

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Ebmeyer Charter for the period of July 1, 2010 to June 30, 2011.

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 - H & L CHARTER CO., INC.

SUBMITTED BY: Patricia Bejarano-Vera, Director, GEAR UP Program

RECOMMENDED BY: Dr. Christopher C. O'Hearn



APPROVED BY: Dr. Christopher C. O'Hearn

Description/Background:

The District wishes to approve an Independent Contractor Agreement between Victor Valley Community College District and H & L Charter Co. Inc. The service period for this agreement is from June 10, 2010 through July 15, 2010.

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

Need:

To provide transportation services for GEAR UP students/staff/chaperones in GEAR UP partner schools for educational and academic activities including transportation to colleges/universities.

Fiscal Impact:

Budgeted. Not to exceed \$12,500.00- Grant funded

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve the independent contractor agreement between Victor Valley Community College District and H & L Charter Co. Inc. The service period for this agreement is from June 10, 2010 through July 15, 2010.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENTS - JOHANNA FEDERWISCH; RYAN MILES; DAISY MONDRAGON; OLURONKE OGUNLEYE; JUSTIN OSTERBERG; HEATHER VENNES

SUBMITTED BY: Patricia Bejarano-Vera, Director, GEAR UP Program

RECOMMENDED BY: Dr. Christopher C. O' Hearn



APPROVED BY: Dr. Christopher C. O'Hearn

Description/Background:

The District wishes to approve Independent Contractor Agreements between Victor Valley Community College District and the following individuals: Johanna Federwisch; Ryan Miles; Daisy Mondragon; Oluronke Ogunleye; Justin Osterberg; Heather Vennes. The service period for these agreements is from June 14, 2010 through July 15, 2010.

Copies of the original contracts for the individuals listed above are available for review in the Superintendent/President's Office.

Need:

The above agreements are necessary so that the above listed individuals will provide academic services to GEAR UP students during the 2010 GEAR UP Summer Academy; consistent with the GEAR UP Program grant objectives.

Fiscal Impact:

Budgeted. Not to exceed \$18,000 – Grant funded

Not to Exceed \$3,000 - Johanna Federwisch;

Not to Exceed \$3,000 - Ryan Miles;

Not to Exceed \$3,000 - Daisy Mondragon;

Not to Exceed \$3,000 - Oluronke Ogunleye;

Not to Exceed \$3,000 - Justin Osterberg;

Not to Exceed \$3,000 - Heather Vennes.

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve these agreements with Johanna Federwisch; Ryan Miles; Daisy Mondragon; Oluronke Ogunleye; Justin Osterberg and Heather Vennes. The service period for these agreements is from June 14, 2010 through July 15, 2010.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

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

TOPIC: AGREEMENT – JOSEPH WOODFORD

SUBMITTED BY: Janet Long, Director, TRIO Programs

RECOMMENDED BY: Christopher C. O'Hearn



APPROVED BY: Christopher C. O'Hearn _____

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Joseph Woodford of Advisory Publishing & Consulting who will conduct a one-day workshop. The period of this agreement is June 15, 2010.

Need:

To provide workplace harassment prevention training to Summer Program staff during the 2010 summer programs for the Upward Bound and Upward Bound Math & Science Programs and for the GEAR-UP Program.

Fiscal Impact:

Budgeted. \$400 –Grant funded.

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Joseph Woodford of Advisory Publishing & Consulting.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT - HESPERIA UNIFIED SCHOOL DISTRICT

SUBMITTED BY: Margie Sandello, Coordinator, Student Services

RECOMMENDED BY: Christopher C. O'Hearn



APPROVED BY: Christopher C. O'Hearn _____

Description/Background:

The District wishes to ratify an agreement with Hesperia Unified School District for the use of their stadium for the June 11, 2010 commencement ceremony.

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

Need:

The above agreement is necessary to accommodate the entire graduating class and their guests.

Fiscal Impact: Budgeted item – Graduation account. Not to exceed \$2500.00

Recommended Action: It is recommended by the Superintendent/President that the Board of Trustees ratify the agreement with Hesperia Unified School District in the amount of \$2500.00.

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: CURRICULUM CHANGES

SUBMITTED BY: Starla Whitney, Curriculum and Scheduling Coordinator

RECOMMENDED BY: Christopher O'Hearn



APPROVED BY: Christopher O'Hearn _____

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 March 25 and April 8, 2010 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 Interim 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

2009 / 2010 Curriculum Committee Recommendations
 March 25, April 8, 2010

COURSE	TITLE	CHANGE/JUSTIFICATION	DATE
ALDH 56	Paramedic Clinical	SUBSTANTIAL	8-Apr-10
AUTO 82.1	NEW MODEL TECHNOLOGY	NON - SUBSTANTIAL	25-Mar-10
AUTO 91A	AUTO BODY REPAIR I	NON - SUBSTANTIAL	25-Mar-10
BADM 100	Introduction to Business Organizations	SUBSTANTIAL	25-Mar-10
BADM 142	Business Mathematics	SUBSTANTIAL	25-Mar-10
FIRE 11	Low Angle Rope Rescue Operational	SUBSTANTIAL	20-May-10
FREN 101	ELEMENTARY FRENCH	SUBSTANTIAL	8-Apr-10
FREN 102	ELEMENTARY FRENCH	SUBSTANTIAL	8-Apr-10
GEOL 102	HISTORICAL GEOLOGY	SUBSTANTIAL	25-Mar-10
MATH H120	HONORS INTRODUCTION TO STATISTICS	NON - SUBSTANTIAL	25-Mar-10
MATH H226	HONORS ANALYTIC GEOMETRY AND CALCULUS	SUBSTANTIAL	25-Mar-10
PE 140	CARE AND PREVENTION OF INJURIES	SUBSTANTIAL	25-Mar-10
PHOT 101	INTERMEDIATE PHOTOGRAPHY	SUBSTANTIAL	8-Apr-10
PHOT 103	ALTERNATIVE IMAGING PROCESS	SUBSTANTIAL	8-Apr-10
PHOT 53	LIGHTING TECHNIQUES	SUBSTANTIAL	8-Apr-10
BOD 060810			

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: MOU FOR JAMES IRVINE FOUNDATION GRANT

SUBMITTED BY: Ginger Ontiveros, Director, Foundation

RECOMMENDED BY: Christopher C. O'Hearn

APPROVED BY: Christopher C. O'Hearn



Description/Background:

The James Irvine Foundation and their administrative agent Private / Public Ventures (P/PV) awarded a grant through the College & Career Connections Fund to support a collaborative effort between the Mojave Basin Youth Corp (MBYC) and Victor Valley Community College District (VVCCD). The purpose of this grant is to help currently disconnected youth reconnect with education and ultimately enroll in college. The Memorandum of Understanding (MOU) provides the framework through which the grant will be delivered and the responsibilities of the college in this partnership. VVCCD will offer grant funded workshops collectively known as the "Parachute Project" to help MBYC students matriculate successfully into the traditional college environment.

The grant was written in partnership with the Victor Valley College Foundation. Funds will come to the District through the Foundation. It is a renewal of a grant for the same project approved and implemented last year.

Need:

This MOU is required to receive grant funds that will pay all costs associated with special workshops described for students referred through the Mojave Basin Youth Corp.

Fiscal Impact:

\$22,500 to the District (including \$2,300.00 for the Victor Valley College Foundation).

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve the MOU between Victor Valley Community College District and Private/Public Ventures and Mojave Basin Youth Corps for College & Career Connections Fund grant from the James Irvine Foundation.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

CCCF MOU May 1, 2010 to December 31, 2010

MEMORANDUM OF UNDERSTANDING
between
PUBLIC/PRIVATE VENTURES
and

MOJAVE BASIN YOUTH CORPS, INC.
in partnership with
VICTOR VALLEY COLLEGE

I. THE PARTIES TO THE MEMORANDUM OF UNDERSTANDING (MOU)

Public/Private Ventures (P/PV)
2000 Market Street, Suite 600
Philadelphia, PA. 19103

and

Mojave Basin Youth Corps, Inc.
11641 Rancho Road
Adelanto, CA 92301

and

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

Background

P/PV was awarded a grant from the James Irvine Foundation to establish and support the College and Career Connections Fund (CCCF). The purpose of the initiative is to support partnerships between community-based organizations (CBOs) and community colleges in San Bernardino and Riverside counties in their efforts to engage and connect low-income youth and young adults, ages 16 to 24, who have dropped out of high school and are neither enrolled in education nor steadily employed, to career and postsecondary educational options.

The CCCF initiative will support the joint efforts of CBOs and community colleges to: 1) establish a meaningful partnership that will include a commitment from both institutions to work together on behalf of 16- to 24-year-olds who have neither completed high school nor are currently participating in a higher education program nor steadily employed; and 2) provide the activities, services and supports that these individuals require to successfully pursue a postsecondary certificate and/or academic credential leading to employment. To learn from the CCCF partnership and program development and implementation, P/PV will conduct a formative evaluation to document CCCF implementation. Additionally, P/PV will also track participant progress while participants are enrolled in the CCCF initiative. (See Section VIII for a complete description of the evaluation activities.)

We have selected the Mojave Basin Youth Corps, Inc. (MBYC) and Victor Valley College (VVC) Partnership to participate in the CCCF initiative. Mojave Basin Youth Corps, Inc. will receive a grant of up to \$55,000 for the Partnership's CCCF implementation efforts. Grant funds are intended to continue to support the development of the Partnership, implementing the Parachute Program at both MBYC and VVC, developing and implementing a sustainability plan for the Partnership's CCCF program and participating in related evaluation activities **May 1, 2010 to December 31, 2010, with submission of a final report due January 30, 2011.**

II. TERM OF AGREEMENT

This Memorandum of Understanding is effective from **May 1, 2010, to December 31, 2010.**

III. SCOPE AND PURPOSE

As part of the CCCF initiative, P/PV is entering into an agreement with the Mojave Basin Youth Corps, Inc./Victor Valley College Partnership. The initiative is funded by the James Irvine Foundation and is administered by P/PV. All funds that P/PV directs to the Mojave Basin Youth Corps, Inc./Victor Valley College Partnership must go toward achieving this purpose of the Partnership and the CCCF initiative. Therefore, this MOU is an agreement between P/PV, the Mojave Basin Youth Corps, Inc. and Victor Valley College in support of the goals of the CCCF initiative.

IV. ROLES AND RESPONSIBILITIES OF PUBLIC/PRIVATE VENTURES

P/PV staff, and other individuals designated by P/PV, will provide technical assistance support to each partnering entity and to the Partnership. Each partnering entity has designated a staff member to serve as point person for P/PV.

Point Person MBYC: _____ Title: _____

Point Person VVC: _____ Title: _____

P/PV will provide the Mojave Basin Youth Corps, Inc./Victor Valley College Partnership with the following:

1. Technical assistance that contributes to the successful implementation and operation of the CCCF initiative;
2. Site visits to gather information about program implementation and participant progress;
3. Monthly check-in phone calls;
4. Feedback to the partnering entities that supports a cycle of ongoing program improvement and ensures that the data gathered inform program practice;
5. A learning community among CCCF Partnerships that will provide opportunities to share information, learn from one another and from outside experts, and stay current with advances in the field;
6. Up-to-date informational resources that will inform program practice;
7. An evaluation component that:
 - a. Builds the data-gathering process to complement existing intake and other processes;
 - b. Provides forms and an evaluation process that is approved by P/PV's Institutional Review Board to ensure that human subjects' rights are being observed;
 - c. Answers questions regarding the proper completion of all data collection forms; and
 - d. Minimizes disruption when gathering information from participants and staff during program hours.

V. ROLES AND RESPONSIBILITIES OF MOJAVE BASIN YOUTH CORPS, INC.

- A. Mojave Basin Youth Corps, Inc. agrees to partner with Victor Valley College to continue to implement and evaluate the Parachute Program. This Partnership will be expressed in a

separate written Memorandum of Understanding (MOU) to be executed between Mojave Basin Youth Corps, Inc. and Victor Valley College by **XXXX**.

- B. The Mojave Basin Youth Corps, Inc. agrees to be the fiscal agent for the CCCF Partnership comprised of the Mojave Basin Youth Corps, Inc. and Victor Valley College. As such, Mojave Basin Youth Corps, Inc. will submit all necessary fiscal reports, from both entities, as specified in Section VII, to P/PV. P/PV has the right to request additional information and documentation as it deems necessary.
- C. Mojave Basin Youth Corps, Inc. will identify enrollees who are interested in attending community college to participate in the Parachute Program and provide services to help them achieve goals related to the Parachute Program as described in the CCCF Renewal Grant (submitted to Public/Private Ventures on April 29, 2010—Appendix A). The Mojave Basin Youth Corps, Inc. will serve low-income high school dropouts who are either unemployed or are not steadily employed by providing opportunities for CCCF participants to: 1) earn a high school diploma at the Mojave Basin Youth Corps, Inc.-based John Muir Charter School; 2) complete a nationally recognized occupational certificate through the Center for Construction Education and Research; 3) find employment and, 4) participate in Parachute Program engagement, preparation and connection activities.
- D. Mojave Basin Youth Corps, Inc. staff will develop an Individualized Plan for each CCCF Project participant upon his or her arrival at Mojave Basin Youth Corps, Inc. (at both the Adelanto and Hesperia MBYC sites) and enrollment in the Parachute Program.
- E. Mojave Basin Youth Corps, Inc. staff will continue to support CCCF participants after they enroll in the VVC portion of the Parachute Program—both directly and in partnership with relevant staff at Victor Valley College—to ensure a smooth transition to the community college environment.
- F. Mojave Basin Youth Corps, Inc. staff will work with relevant Victor Valley College staff to support the enrollment of CCCF participants—upon their successful completion of the Parachute Program—in a Victor Valley College academic program or a certificate program that leads to employment.
- G. The Mojave Basin Youth Corps, Inc. will ensure participation by relevant staff in all P/PV-sponsored meetings or training sessions during the grant period.
- H. The Mojave Basin Youth Corps, Inc. staff will work with P/PV staff to identify regular, mutually convenient opportunities for face-to-face and phone conferences throughout the course of the grant period to discuss issues related to the effective implementation and/or operation of the CCCF initiative.
- I. The Mojave Basin Youth Corps, Inc. will ensure the timely collection and submission of all required program data and participant information to P/PV and ensure full participation by relevant staff in information-gathering efforts to support P/PV's CCCF evaluation and research activities (see Section VIII).

VI. ROLES AND RESPONSIBILITIES OF VICTOR VALLEY COLLEGE

- A. Victor Valley College agrees to partner with the Mojave Basin Youth Corps, Inc. to plan and implement the CCCF initiative. This Partnership will be described in a Memorandum of Understanding (MOU) to be executed between Victor Valley College and the Mojave Basin Youth Corps, Inc. **by XXXX.**
- B. Victor Valley College will submit all required fiscal reports to the Mojave Basin Youth Corps, Inc., fiscal agent for the partnership, as specified in Section VII.
- C. Victor Valley College will develop the Parachute Program as described in the CCCF Proposal that Victor Valley College, along with Mojave Basin Youth Corps, Inc., submitted to Public/Private Ventures on April 29, 2010 (see Appendix A). It will provide the necessary staff and operational and related resources to continue implementing the Parachute Program through **December 31, 2010.**
- D. Victor Valley College Parachute Program staff will work with Mojave Basin Youth Corps, Inc. staff to ensure a smooth transition for all CCCF participants into the VVC college campus portion of the Parachute Program and to support their success during that time. This will include transferring the Individualized Plans—which are intended to “follow” each CCCF Parachute Program participant to Victor Valley College—from Mojave Basin Youth Corps, Inc. staff to relevant Victor Valley College Parachute Program staff. These Individualized Plans will inform the work of Victor Valley College–based Parachute Program staff as they work with CCCF participants during implementation of the Parachute Program.
- E. Victor Valley College Parachute Program staff will work with CCCF participants during the Parachute Program to prepare them to enroll in college and support them during at least their first semester of enrollment. Prematriculation activities to be conducted during the Parachute Program will include, but will not be limited to: pre- and postacademic assessments; familiarity with college systems, culture and facilities; basic skills workshops in math and language arts; and career counseling and advising.
- F. Victor Valley College Parachute Program staff will work with Mojave Basin Youth Corps, Inc., staff to enroll CCCF participants who have successfully completed the Parachute Program in at least 6 units of Victor Valley College classes in Fall Semester 2010, two of which will be a cohort-based guidance class in career exploration and college success.
- G. Victor Valley College will ensure participation of relevant staff in all P/PV-sponsored meetings or training sessions during the grant period.
- H. Victor Valley College staff will make every effort to work with P/PV staff to identify regular, mutually convenient opportunities for face-to-face and phone conferences throughout the course of the grant period to discuss issues related to the effective implementation and operation of the CCCF initiative.
- I. Victor Valley College will ensure the timely collection and submission of all required program data and participant information (including college transcripts) to P/PV and ensure full participation by relevant staff in information-gathering efforts to support P/PV's CCCF evaluation activities (see section VIII).

VII. PARTNERSHIP DELIVERABLES AND SCHEDULE

As partners in the CCCF initiative, MBYC and VVC will:

- A. **By XXXX**, complete a MOU between MBYC and VVC to outline the details of the partnership to participate in the CCCF initiative and jointly implement all related activities and services. A copy of this signed MOU will be provided to P/PV.
- B. Targeted outcomes for the MBYC/VVC Parachute Program partnership to accomplish by December 31, 2010 include:
 - 1. **102** informed about CCCF for the second round of the Parachute Program
 - 2. **42** enrolled in CCCF (through December 31, 2010) as a result of outreach and recruitment activities above. Of these participants:
 - a. **42** enrolled in basic skills or GED classes,
 - b. **42** enrolled in High School Diploma program
 - c. **30** enrolled in CAHSEE prep
 - d. **42** enrolled in employment preparation program
 - e. **42** participate in mentoring activities, and
 - f. **42** participate in life skills activities
 - 3. **14** will be continued to be served in CCCF from the first grant in:
 - a. **0** basic skills or GED classes,
 - b. **0** H.S. diploma program
 - c. **1** CAHSEE prep
 - d. **5** employment preparation program
 - e. **14** mentoring activities, and
 - f. **14** life skills activities
 - 4. **35** will enroll in the first semester of college (combined # for first and second cohorts, 21 new students will enroll and 14 have already met this benchmark in the first cohort)
 - 5. **28** will continue in college beyond the first semester (This number includes both the current cohort of students as well as last year's cohort)
 - 6. **35** will increase basic skills based on TABE assessment tests (both cohorts)
 - 7. **0** attain a GED
 - 8. **40** complete HS diploma (both cohorts)
 - 9. **40** pass CAHSEE (both cohorts)
 - 10. **20** attain employment (both cohorts)
 - 11. **21** complete a college certificate (e.g. Certified Nursing Assistant, Microsoft Certified Systems Administrator, Diagnostic Medical Sonography, etc.)
Completion of certificate is over time and not within the grant period
 - 12. **5** transfer to a 4-year (transfer is over time and not within the grant period).
- 2. By January 31, 2011, submit a final report including December 2010 participant service data and final outcomes data (including spring college registration information) for both cohorts of CCCF participants. Final narrative, data and financial report forms will be supplied by Public/Private Ventures.

VIII. EVALUATION/RESEARCH RESPONSIBILITIES FOR BOTH PARTNERING ENTITIES

- A. CCCF Partners recognize that P/PV needs the cooperation and assistance of the Partnership to conduct the formative evaluation. CCCF Partners agree to work cooperatively with the P/PV research staff within the parameters of this MOU.
- B. CCCF Partners agree to provide P/PV research staff with the completed forms for all

CCCF participants, including participant consent and parental permission for participants under the age of 18.

- C. CCCF Partners will adhere to the guidelines and responsibilities related to P/PV Institutional Review Board (IRB) procedures and honor the rights, privacy and confidentiality of research participants, as provided to them by P/PV via P/PV's IRB review (see Section IV, 7b, above).
- D. CCCF Partners assume the responsibility to provide administrative and physical security for identifiable data and to preserve the anonymity of private persons and their confidentiality while participating in this project. CCCF Partners agree that any data identifiable to a private person will not be used or revealed except as authorized by P/PV.
- E. P/PV requires that CCCF Partners track attendance/participation data for all CCCF activities. CCCF Partners agree to submit the appropriate forms to P/PV activities. CCCF Partners agree to submit the monthly data forms, TABE test results and college transcripts.
- F. CCCF Partners agree to identify a staff member who will be responsible for CCCF data collection for the CCCF initiative and will be P/PV's point of contact for transmission of data collected by CCCF staff. This staff member should be:
 - Sufficiently knowledgeable about the CCCF initiative and its participants;
 - Able to effectively use the organization's Management Information System (MIS) and make judgments required in the MIS intake form;
 - Accessible to both the site- and P/PV-specific data collection.
- G. The designated staff member agrees to:
 - Participate in data collection training sessions offered by P/PV;
 - Make sure that all CCCF participants complete an informed consent form or have a completed permission form from parents or legal guardian for those participants under the age of 18;
 - Collect intake information from each CCCF participant using guidelines developed by P/PV;
 - Collect accurate information, on a monthly basis, regarding activities and services CCCF participants receive;
 - Maintain up-to-date contact information on participants;
 - Keep track of such changes in participants' status as completion of educational or employment benchmarks;
 - Arrange and schedule interviews, focus groups and related research activities for research site visits.
- H. CCCF Partners will allow P/PV research staff to visit programs, observe activities, collect program data and conduct interviews with partners, staff and participants on a periodic

basis.

- I. CCCF Partners will allow research staff to attend partnership meetings and conduct interviews with key partnership members.

IX. PAYMENT

- A. The total amount to be paid under this MOU is not to exceed \$55,000.
- B. In May 2010, upon receipt of this signed MOU, P/PV will issue an initial payment of \$25,000 to Mojave Basin Youth Corps, Inc., as fiscal agent contingent that participant/monthly service data are up-to-date and reflect the services identified in the renewal proposal (Appendix A), and specific incentive awards and criteria by both MBYC and VVC are written down and approved by P/PV.
- C. In July 2010, P/PV will issue a second payment of \$20,000 to Mojave Basin Youth Corps, Inc., as fiscal agent contingent upon successful enrollment into the summer VVC Parachute Program June 22 to July 30, 2010 of at least 21 Parachute Program enrollees, and participant/monthly service data are up-to-date and reflect the services identified in the renewal proposal (Appendix A).
- D. In September 2010, P/PV will issue a third payment of \$10,000 to Mojave Basin Youth Corps, Inc., as fiscal agent contingent upon enrollment into college of 14 Parachute Program students in fall semester 2010, development and initial implementation of a Parachute Program partnership sustainability plan, and participant/monthly service data are up-to-date and reflect the services identified in the renewal proposal (Appendix A).
- E. If the partnership is unable to meet the benchmarks identified in IX B, C, and D, P/PV reserves the right to negotiate reasonable alternative payment amounts with the partnership.

X. TERMINATION OF THE MOU

All parties, including P/PV, will work to identify and resolve issues that are affecting both Partnerships' ability to work together effectively to meet project goals and the ability of each partnering entity to fulfill its programmatic obligations as stated in this MOU. Any issues between any of the parties must be immediately made known to all of the parties. In the event that either partnering entity or P/PV concludes that a problem cannot be adequately resolved, that party shall immediately provide written notification of this determination and the facts of the situation. P/PV will make every effort to resolve issues and consider possible options to continue the Partnership and services to the CCCF participants.

XI. NOTICES

- A. All notices concerning this MOU will be presented in writing by all parties to the others at the addresses as follows:

For P/PV:

Nadya Shmavonian,
President

with copy to: Carol Clymer
Director Labor Market Initiatives

Public/Private Ventures
2000 Market Street, Suite 600
Philadelphia, PA 19103
nshmavonian@ppv.org

CCCF MOU May 1, 2010 to December 31, 2010
Public/Private Ventures
2000 Market Street, Suite 600
Philadelphia, PA 19103
cclymer@ppv.org

For the Partnership:

Jim Melton, Executive Director
Mojave Basin Youth Corps, Inc.,
11641 Rancho Road
Adelanto, CA 92301
mbyc@mojavebasin.org

Ginger Ontiveros
Executive Director
Victor Valley College Foundation, Inc.
18422 Bear Valley Road
Victorville, CA 92395
ontiverosg@vvc.edu

- B. P/PV shall have the sole authority to change the scope of work, the time required for MOU-specified performance or any other changes to the terms, conditions or specifications of the MOU.

XII. CHOICE OF LAW

This MOU shall be construed under and governed by the laws of the State of California.

XIII. INDEMNITY

P/PV shall not be held responsible for actions by or any claims arising against the Mojave Basin Youth Corps, Inc. or Victor Valley College, or for any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of either the Mojave Basin Youth Corps, Inc. or Victor Valley College in the performance and/or failure to perform within the MOU, including the negligent acts or omission of either partnering entity or any direct or indirect employees of either partnering entity or its subcontractors.

XIV. EXTENSION AND MODIFICATION OF THE MOU

This MOU is a complete representation of the responsibilities of the parties to this agreement. Modification or extension of the terms of this agreement may be made only in writing and only if signed by all parties.

PUBLIC/PRIVATE VENTURES

MOJAVE BASIN YOUTH CORPS, INC.

By: _____

By: _____

Nadya Shmavonian, President

Jim Melton, Executive Director

Date: _____

Date: _____

VICTOR VALLEY COLLEGE

By: _____

Christopher O'Hearn, Superintendent / President


Date: _____


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: FOUNDATION DONATIONS

SUBMITTED BY: Ginger Ontiveros, Victor Valley College Foundation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$24,531.73 and transferred \$14,898.57 in student scholarships for a total cash contribution of \$39,430.30. The Foundation has also received and is transferring ownership of inkind (non-cash) gifts valued at \$6,965. Total contributions from the Foundation for March-April 2010 are \$46,395.30 to the District.

Need: N/A

Fiscal Impact: \$46,395.30 to the District

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
March, 2010

Project Description	Post date	Trans. Amount	Account Description	Reference
Baseball Fund	03/30/10	\$ 100.00	Dues & Subscriptions	Baseball Membership Dues
Football Team	03/29/10	\$ 300.00	Catering	Catering for Football Recruiting Event
Softball Fund	03/04/10	\$ 100.00	Dues & Subscriptions	Payroll & Benefits, Supplies, Dues
Women's Basketball	03/04/10	\$ 1,400.70	Equipment / Supplies	Payroll & Benefits, Supplies, Dues
Women's Tennis	03/30/10	\$ 649.88	Equipment / Supplies	Credit Card Charges
Athletics Total:		\$ 2,550.58		
Child Development	03/18/10	\$ 180.16	Awards & Recognition	Reimbursement for CDC Graduation
CDC Total:		\$ 180.16		
Friends of Botanical Gardens	03/30/10	\$ 40.00	Equipment / Supplies	Reimbursements for Fr. of the Botanical Garden & Rest. Mgmt.
Friends of Botanical Gardens Total:		\$ 40.00		
Friends of the Library	03/30/10	\$ 2,675.23	Printing	Printing of Books for Friends of the Library
Friends of the Library Total:		\$ 2,675.23		
Garcia, Lorena (Campus Grant)	03/18/10	\$ 164.10	Grants Awarded	Lorena Garcia Faculty Grant
Garcia, Lorena (Campus Grant)	03/18/10	\$ 1,080.00	Grants Awarded	Lorena Garcia Campus Grant
Visser, Sandy (Campus Grant)	03/30/10	\$ 988.58	Grants Awarded	Sandy Visser Campus Grant
Parachute Project	03/03/10	\$ 100.00	Scholarships	Student Incentive
Parachute Project	03/03/10	\$ 100.00	Scholarships	Student Incentive
Grants Total:		\$ 2,432.68		
Model United Nations Club	03/30/10	\$ 503.32	Travel	Transfer of MUN Funds for New York Conference
MUN Total:		\$ 503.32		
Spring - Even Nursing Class	03/29/10	\$ 500.00	Facilities & Decorations	Deposit for Nursing Graduation
Fall - Odd Nursing Class	03/03/10	\$ 1,326.53	Printing	Nursing Yearbooks
Nursing Total:		\$ 1,826.53		
Restaurant Management - General	03/30/10	\$ 420.00	Refund	Reimbursements for Fr. of the Botanical Garden & Rest. Mgmt.
Restaurant Management Total:		\$ 420.00		
General Scholarship Clearing Fund	03/18/10	\$ 2,223.52	Scholarships	Scholarships Received thru 3/18/10
VVC Counseling Scholarship	03/18/10	\$ 300.00	Scholarships	Scholarships Received thru 3/18/10
Soccer	03/18/10	\$ 900.00	Scholarships	Scholarships Received thru 3/18/10
Scholarships Total:		\$ 3,423.52		
GRAND TOTAL:		\$ 14,052.02		

Victor Valley College District Foundation, Inc.
Gifts In Kind

March, 2010

Date	Constituent	Fund	Gift Value	Reference
2/8/2010	James H. Wilson	FR-Library	\$225.00	Magazines and Textbooks
2/11/2010	Dino Bozonelos	FR-Library	\$600.00	20 books
2/17/2010	James H. Wilson	FR-Library	\$240.00	3 boxes of magazines
Grand Total:			\$1,065.00	

3 Gift(s) listed

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
April, 2010

Project Description	Post date	Trans. Amount	Account Description	Reference
Agriculture (Mojava Sustainability Project)	04/20/10	\$ 2,750.00	Meetings/Seminars	Sustainable Leadership Summit
Agriculture (Mojava Sustainability Project)	04/20/10	\$ 1,000.00	Scholarships	Scholarships received thru 4/19/10
Agriculture Total:		\$ 3,750.00		
Athletics-General	04/13/10	\$ 119.63	Equipment / Supplies	Payroll & Benefits thru 11/09
Women's Tennis	04/13/10	\$ 60.00	Meetings/Seminars	Breast Cancer Survivor Celebration
Athletics Total:		\$ 179.63		
Fire Technology Program	04/06/10	\$ 497.11	Equipment / Supplies	Parts for Fire Engine
Fire Tech Total:		\$ 497.11		
General Scholarship Clearing Fund	04/07/10	\$ 6,768.00	Scholarships	Scholarships Received thru 3/31/10
General Scholarship Clearing Fund	04/20/10	\$ 3,462.50	Scholarships	Scholarships received thru 4/19/10
General Scholarship Clearing Fund	04/22/10	\$ 156.55	Scholarships	Scholarship Transfer for Shelbi Terrill #00225415
The California Wellness Foundation	04/20/10	\$ 1,088.00	Scholarships	Credit Card Charges
Scholarships Total:		\$ 11,475.05		
Grants - General	04/20/10	\$ 35.86	Meals	Credit Card Charges
Grants - General	04/20/10	\$ 20.52	Office Expense	Credit Card Charges
Parachute Project	04/20/10	\$ 15.29	Hospitality	Credit Card Charges
Times Mirror-Children's Free Th	04/16/10	\$ 75.00	Advertising	Advertising for Little Women Performance
Grants Total:		\$ 146.67		
Special Events	04/29/10	\$ 150.00	Event Entertainment	Deposit for Culture Craze Event
Special Events	04/20/10	\$ 200.00	Catering	Black History Month Celebration Reception
Special Events Total:		\$ 350.00		
Spring - Even Nursing Class	04/20/10	\$ 150.84	Catering	Reimbursement for Nursing Job Fair
Spring - Even Nursing Class	04/20/10	\$ 164.55	Facilities & Decorations	Reimbursement for Nursing Job Fair
Spring - Even Nursing Class	04/15/10	\$ 4,194.49	Awards & Recognition	Nursing Pins and Stoles
Spring - Even Nursing Class	04/13/10	\$ 4,469.94	Awards & Recognition	Nursing Pins and Stoles
Nursing Total:		\$ 8,979.82		
GRAND TOTAL:		\$ 25,378.28		

**Victor Valley College District Foundation, Inc.
Gifts In Kind**

April, 2010

Date	Constituent	Fund	Gift Value	Reference
4/2/2010	Mac's Aire	VVC-Construction	\$1,000.00	Light Commercial Package Unit
4/8/2010	Evie Patterson	VVC-Construction	\$4,900.00	20 Spindle Boring Machine & Doweling Assemb
Grand Total:			\$5,900.00	

2 Gift(s) listed

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

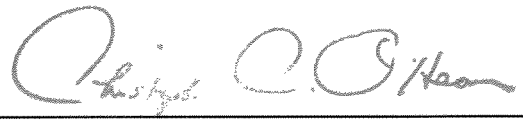
BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENTS - CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher C. O'Hearn

APPROVED BY: Christopher C. O'Hearn



Description/Background:

The District desires to approve the Contract Education Service agreement(s) listed below that are being offered in the Contract Education Department.

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

Vendor:	Income to the District
Southwest	\$ 2,000.00
Such a Voice	\$ 1,000.00
Learn CPR 4 Life	\$ 10,600.00
Standing Room Only Productions	\$ 1,600.00
Preston Guillory Investigations	\$ 4,000.00
Voices for All	\$ 600.00
Boston Reed College	\$ 9,000.00
Ath-elites	\$ 1,250.00
Freshi Films, LLC	\$ 2,000.00
Pronto Spanish	\$ 5,000.00
Total:	\$ 37,050.00

Need:

The vendor will provide various workshops through Contract Education Services.

Fiscal Impact: \$ 37,050.00 income to the District

Recommended Action:

It is recommended by the Interim Superintendent/President that the Board of Trustees approve the Contract Education Service agreement(s) listed above that are being offered in the Contract Education Department.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

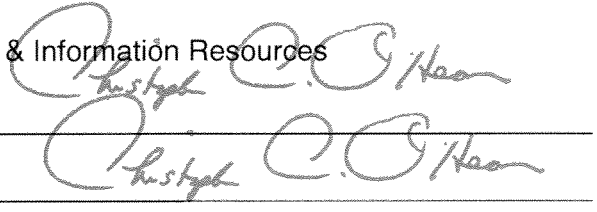
BOARD CONSENT ___ **BOARD ACTION** **X** **BOARD INFORMATION (no action required)** ___

TOPIC: AGREEMENT – SOMERSET CAPITAL GROUP, LTD.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Christopher O’Hearn

APPROVED BY: Christopher O’Hearn



Description/Background:

The District wishes to enter into an agreement with Somerset Capital Group, LTD. for a lease agreement on the Datatel equipment, and to add additional capabilities to our current equipment.

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

Need:

This 24 month lease will enable us to continue operating the current equipment until VVC migrates to newer systems. In addition, this new lease will reduce the monthly lease cost by 50% over the next two years.

Fiscal Impact: \$45,126.90 – 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 Somerset Capital Group, LTD in the amount of \$45,126.90.

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

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

**Victor Valley College
Contract/Agreement Review/Approval Request Form**

Department: Technology & Information Resources Date Submitted: 5/11/2010

Vendor Name: SOMERSET CAPITAL GROUP, LTD.

Brief Description: Amendment and Re-Lease for Master Equipment Lease Agreement
(please state in description if contract is new or a renewal)

Contract Amount: ~~\$41,496.00~~ \$ 45,126.90

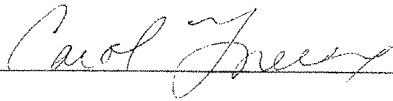
If contract does not require County Counsel review please state why: _____

(Administrative Services Departments complete top portion only)

(This section to be completed by County Counsel)

Date To County Counsel for Review: 5/11/2010

County Counsel Review/Approval: N/A Yes No Date Approved: 5/10/10

County Counsel Signature: 

Date to Supt./President for Signature (if applicable): _____

Date to Board for Approval or Ratification: _____

Equipment Rental Agreement:

Name (herein also referred to as "You" or "Your") Victor Valley Community College District			
Address 18422 Bear Valley Road	City Victorville	State CA	Zip Code 92395-4271
Vendor name		Equipment Location (If different than above):	

TERMS AND CONDITIONS • PLEASE READ CAREFULLY BEFORE SIGNING

Quantity	Description of Equipment Rented	Make & Type, Model Number, Serial Number
1	See Attached Schedule A	SN: see attached Schedule A
Your Commitment: 24 Month Equipment Rental Payment: \$1,729.00 per month plus all applicable tax		1st Payment in Advance: \$1,729.00 Plus all applicable sales tax

EQUIPMENT RENTAL AGREEMENT ("Rental") AND FEES:

You (the Name specified above) want to acquire the above Equipment, together with any replacement parts, additions, repairs or accessories now or hereafter incorporated in or affixed to it ("Equipment") from the Vendor. You want Us, (name of owner "US" or "WE"), to purchase the Equipment from the Vendor and then Rent it to You. This Rental will commence on the date the Equipment is delivered to You (or any later date We designate). You agree to inspect the Equipment and execute a Certificate of Acceptance, as provided by Us, after the Equipment has been delivered and is operable in accordance with Vendor's specifications. You hereby authorize Us to insert into this Rental serial numbers or other identifying data with respect to the Equipment.

You shall not abate, set off, deduct any amount or reduce any payment for any reason. This Rental is **NON-CANCELLABLE OR TERMINABLE BY YOU except as set forth in the Non Appropriation section.**

If any amount payable to Us is not paid when due, You will pay Us a "late charge" equal to 1) the greater of ten (10) cents for each dollar overdue or 2) the highest lawful charge, whichever is less.

NO WARRANTY: We are renting Equipment to You **AS IS. WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT SUPPORT THE FUNCTIONALITY OF THE EQUIPMENT, AND WE ARE NOT RELATED TO THE VENDOR.** You selected the Equipment and the Vendor, based on Your own judgment. You may contact the Vendor for a statement of the warranties, if any, that the Vendor or manufacturer is providing. We hereby assign to You the warranties given to Us, if any **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OR AS TO PATENT INFRINGEMENT OR THE LIKE IN CONNECTION WITH THIS RENTAL.** You agree to settle any dispute You may have regarding performance of the Equipment directly with the Vendor.

EQUIPMENT USE AND REPAIR: You agree the Equipment will be used for business purposes only. You are responsible for keeping the Equipment in good working order. Except for normal wear and tear, You are responsible for any damage or losses to the Equipment. We are not responsible for, and You agree to indemnify, protect and hold Us harmless against, any actual or alleged claims, losses or damages, including attorney's fees, related to Your use or possession of the Equipment. **IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES.**

Any Equipment, cards, disks, tapes or other items not specified in this Rental which are used on or in connection with the Equipment must meet the specifications of the Vendor and shall be acquired by You at your own expense

END OF TERM: Provided there is no default under the terms and conditions of this Rental, no less than Ninety (90) days prior to the end of the Rental term You must notify Us in writing of your intentions to do one of the following: 1) Purchase the Equipment for a price equal to the Fair Market Value of the Equipment at such point in time, as determined by Us, or 2) Renew the Equipment for a fixed term of six (6) months or more at a Fair Market Value rental rate commensurate with the term of the renewal, or, 2) Return the Equipment to Us at Your expense in

Average Saleable Condition, to a location specified by Us within the Forty-eight (48) contiguous United States. "Average Saleable Condition" means the Equipment is in good repair, condition and working order, and qualifies for maintenance by the Vendor.

OWNERSHIP, TITLE AND UCC'S: The Equipment is, and shall remain the property of Owner and You shall have no right, title, or interest in the Equipment except as expressly set forth in this Rental. The Equipment shall remain personal property even though installed in or attached to real property. You appoint Us as attorney-in-fact to execute and file on Your behalf, and at Your cost, Uniform Commercial Code (UCC) financing statement(s) to show our ownership interest in the Equipment.

SOFTWARE: We do not have title to the Software, if any, provided with the Equipment. We are not responsible for any such Software or the obligations owed by either You or the licensor under any License Agreement for any such Software. You understand that we do not own the software and cannot transfer it to You. Except as provided in this paragraph, all references to the Equipment in this Rental includes any such Software.

LOSS AND INSURANCE: You will keep the Equipment fully insured with both Property and General Public Liability Insurance policies covering the Equipment and its use. You will name Us as loss payee for the full replacement value of the Equipment and as additional insured for a minimum of \$1,000,000.00 and provide Us with evidence of insurance. If You do not, We may, at our option, obtain insurance for You and add an insurance fee to the payment amounts due from You. If any item of Equipment is rendered unusable as a result of damage to or loss of, You shall give Us immediate notice thereof. This Rental shall continue in full force and effect without any abatement of Rental payments

TAXES: In addition to the monthly rental set forth above, You agree to pay US, when due, amounts equal to, and hold US harmless from, all taxes, levies, imposts, duties, fees, assessments and other charges or withholdings of any nature whatsoever, however designated by any federal, state or local government or taxing authority related to this Rental. You shall reimburse Us for all such property taxes incurred by US, along with an administrative charge equal to five (5%) percent of such taxes to compensate US for costs incurred in preparing the tax filings, reviewing related assessments, and remitting taxes to the appropriate jurisdictions immediately upon Your receipt of Our invoice for such charges.

DEFAULT: If You do not pay any sum by its due date, or You breach any other term of this Rental or any other agreement with Us, then You will be in default of this Rental. You will have five (5) business days to cure this default, if you do not cure the default within this period, We may require that You pay 1) all past due amounts under this Rental, You also agree to pay interest on all past due amounts, from the date due until paid, at the lower of eighteen percent (18%) per annum or the maximum lawful interest rate, and 2) all future amounts owed for the unexpired Rental term, discounted at the rate 6% per annum. If you default or make a late payment We may require that all monthly payments under this Rental be made by preauthorized automatic payment from Your checking account. You agree that You will complete any necessary documentation to implement these withdrawals. Upon default, We may choose to repossess the Equipment. If We do not choose to repossess the Equipment and/or disable it from working, we can also use any and all remedies available to Us under the UCC or any other law. You agree to pay all costs and expenses, including attorney's fees, we incur in any dispute related to this Rental or the Equipment.

ASSIGNMENT: You have no right to sell, transfer, assign or sublease the Equipment or this Rental unless you have received written consent from US approving the transaction and the end user. We may sell, assign or transfer this Rental and our rights in the Equipment. You agree that if We sell, assign or transfer this Rental, the new owner will not be subject to any claim, defense or set-off that You assert against Us or any other party.

ARTICLE 2A RIGHTS: You agree that this Rental is determined to be a "finance lease" as the term is defined in Article 2A of the UCC. You acknowledge that We have informed You, either previously or by this Rental or the following: a) the identity of the Supplier (as defined by UCC 2A-103 (x)), b) that You may have rights under the Supply Contract (as defined by UCC 2A-103(y)), and c) that You may contact Supplier for a description of any such rights Lessee may have under the Supply Contract. Furthermore, You hereby agree to waive any and all rights and remedies granted to You by Sections 2A-508 through 2A-522 of the UCC, including the right to reject or revoke acceptance of the Equipment.

MISCELLANEOUS: You agree that this Rental is the entire agreement between You and Us regarding the Rental of the Equipment and supersedes any purchase order You issue. Any change must be in writing and signed by each party. You agree that a facsimile copy of this Rental bearing authorized signatures may be treated as an original. Except as specifically provided herein, it is understood and agreed that this is a net Rental, and that, You shall be responsible for all costs and expenses of every nature whatsoever arising out of or in connection with this Rental.

NON-APPROPRIATION: A "Non-Appropriation" is defined as an occurrence in which Lessee's Board does not appropriate funds, for a fiscal year of Lessee, for the payment of Lessee's obligations under this Lease and has no other funds legally available to be allocated to the payment of such obligations. Lessee may, upon the occurrence of a Non-Appropriation, elect to terminate this Lease. Lessee's election to terminate must be exercised by its delivering prior written notice of its intent to terminate accompanied by a certified statement by an authorized official of Lessee to the effect that conditions permitting a Non-Appropriation have occurred, and termination will be effective upon (i) expiration of the fiscal year of Lessee immediately preceding the fiscal year for which funds are not appropriated and (ii) payment of all rental and other sums then due. Lessee will use its best efforts to give Lessor sixty (60) days prior written notice of such Non-Appropriation and termination. If Non-Appropriation occurs, Lessor shall have the immediate right to possession of the Equipment, and Lessee shall immediately deliver the Equipment, freight prepaid, to a carrier selected by Lessor for shipment to a location selected by Lessor.

GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION. This Rental and each Schedule shall be governed by the laws in the state of California. **YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE SAN BERNARDINO, CALIFORNIA COURT AND WILL BE GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.**

This Rental shall not be effective until signed by Owner at its principal offices: Somerset Capital Group, Ltd
612 Wheelers Farms Road
Milford, CT 06461

OWNER: Somerset Capital Group, Ltd.	RENTER: Victor Valley Community College District
By: _____ Date Accepted: _____, 2010	X _____ Date: 05-17-2010
(Signature)	(Signature)
Print Name and Title: _____	Print Name and Title: Christopher C. O'Hearn Ph.D.
	Interim Deputy Superintendent/
	Superintendent/ President Executive VP



Certificate of Acceptance

To: Somerset Capital Group, Ltd
612 Wheelers Farms Road
Milford, CT 06461

Re: Equipment Rental Agreement #: 11181 between Victor Valley Community College District ("Renter") and Somerset Capital Group, Ltd. ("Owner")

The Renter, by duly authorized execution of this Certificate of Acceptance, hereby (a) acknowledges and certifies that each item of Equipment described below or on Exhibit "A" attached hereto has been selected by, delivered to and inspected by the Renter, and that as between Owner and the Renter, each such item of Equipment is of a size, design, capacity and manufacture acceptable to and suitable for the Renter's purposes, has been installed to the Renter's satisfaction, is in good working order, repair and condition, and, (b) unconditionally accepts each such item of Equipment as of the date hereof under, and subject to all the terms, conditions and provisions of the above referenced Equipment Rental Agreement.

Description of Equipment:
See Attached Schedule A

Date of Equipment Acceptance: _____, 2010

Agreed and Accepted:

RENTER: Victor Valley Community College District

By: 

Name: Christopher C. O'Hearn Ph.D.

Interim

Title: Superintendent/ President

Deputy Superintendent/
Executive VP

INSURANCE INFORMATION

Please fill in information below:

Equipment on this Equipment Rental Agreement to be insured by:

Both Property and General Liability Insurance contact information is needed

Insurance Company or Broker:

Street Address:

City:

State:

Zip Code:

Contact:

Phone #:

Somerset Capital Group, Ltd., its successors and assigns, to be named as loss payee for the full replacement value of the equipment and named as additional insured for a minimum of \$1,000,000.00 under your general liability policy.

NOTICE OF AND CONSENT TO ASSIGNMENT

RE: Equipment Rental Agreement No. 11181 ("Lease") between **Victor Valley Community College District** as lessee ("Lessee") and **Somerset Capital Group, Ltd.** as lessor ("Lessor")

To Whom It May Concern:

Lessor proposes to sell, transfer, assign and convey all of its right, title and interest in and to the Lease and the Equipment covered thereby to **Somerset Leasing Corp. XVIII** ("Owner"), a subsidiary of Lessor, **Merritt Corporate Woods, 612 Wheelers Farms Road, Milford, CT 06461**. Lessor's sale and assignment is made pursuant to the provisions of the Lease. All capitalized terms used herein, which are not otherwise defined, shall have the respective meanings given to them in the Lease.

This letter constitutes Lessor's notice to Lessee of the assignment of the Lease effective as of _____ 1, 2010. Beginning with such date, Lessee is hereby directed to send all payments of rentals, additional rent, casualty and/or stipulated loss values and all other sums due and payable under the Lease to Owner at the address indicated above, or such other address as Owner may further direct.

Lessee hereby represents and agrees as follows: (i) the Lease is in full force and effect and no Event of Default (as defined in the Lease) or event which with notice or lapse of time or both would become an Event of Default has occurred and is continuing, and to the best of Lessee's knowledge, Lessor is not in default under the Lease; (ii) the Lease and Acceptance Certificate therefore together represent the sole agreement between Lessor and Lessee respecting the Equipment described on the Lease and the rentals and other payments due for such Equipment under the Lease, and Lessee has not made and any prepayments of any rentals or other payments due under the Lease; (iii) effective as of _____ 1, 2010, **24** Monthly Rental Payments of **\$1,729.00** are due and payable to Lessor; (iv) by assignment from Lessor to Owner, Lessor has granted the right to Owner, to receive all payments due under the Lease effective _____ 1, 2010; (v) Lessee's obligation to make all payments as set forth in the Lease is unconditional and Lessee will make all of said payments, including any applicable termination or casualty payments, in accordance with the instructions herein set forth unless otherwise notified in writing by Owner, and without any right of setoff, defense or counterclaim, notwithstanding any past, present or future claim which Lessee has or may have against Lessor, any defect in the Equipment being leased, any damage or loss to all or any portion of the Equipment, or any other cause or reason whatsoever; (vi) Owner shall enjoy all of Lessor's rights and privileges under the Lease; and (vii) the Lessee's representations and warranties set forth in the Lease are true and correct on the date hereof and are hereby reaffirmed for the benefit of Owner.

This Acknowledgment is executed for the purpose of inducing **Owner** to acquire the Lease. The parties hereto agree that this Acknowledgment is executed in one counterpart which shall be deemed an original for all purposes. Please promptly return the Acknowledgment to **Somerset Capital Group, Ltd.** at **Merritt Corporate Woods, 612 Wheelers Farms Road, Milford, CT 06461**.

WITNESS the due execution hereof as of the _____ day of _____, 2010.

Lessor: **Somerset Capital Group, Ltd.**

Owner: **Somerset Leasing Corp. XVIII**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Acknowledged and accepted by:

Lessee: **Victor Valley Community College District**

By: 

Name: Christopher C. O'Hearn Ph.D.

Interim

Title: Superintendent/ President

Deputy Superintendent/
Executive VP

DRAFT SCHEDULE A

LOCN	PONO	UNIT #	MFR	EQ	MACH/MOD	FEAT	DESC	S/N	COST	STATUS	CLASS
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 286778-B22		HP 72GB 15K U320 Pluggable HD	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 302970-B21		HP StorageWorks Modular Smart Array 30 DB Storage	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D		HP Rack System/E, 33U, graphite color	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A6968A	2GB memory quad (4x512MB)	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A6968A	2GB memory quad (4x512MB)	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A6968A	2GB memory quad (4x512MB)	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A6968A	2GB memory quad (4x512MB)	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A6976A	HP Hot Swap Power Supply 4U chassis	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A7012A	DUAL PORT GIGABIT NETWORK ADAPTER	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A7163A	DVD-ROM Drive for 4U Chassis	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A7173A	HP Dual Channel Ultra320 SCSI Adapter	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A9731A	HP 1.5Ghz Itanium 2 4MB Cache CPU rx4640	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A9731A	HP 1.5Ghz Itanium 2 4MB Cache CPU rx4640	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A9738A	16DIMM Memory Carrier Board, 4U Chassis	n/a	0.00	A	HP RISC
1	N/A	1	HP		1 A4901D	A9740A	SCSI Backplane conversion to duplex	n/a	0.00	A	HP RISC

1	N/A	1	HP	1	A4901D	A9890A	Smart Array 6402 Controller, 128MB	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	A4901D	A9890A	Smart Array 6402 Controller, 128MB	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	A4901D	A9897A	73GB 15K Hot Plug Ultra320 LP DD	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	A4901D	A9897A	73GB 15K Hot Plug Ultra320 LP DD	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	A4901D	AB370B	HP Integrity rx4640-8 Server	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	A4901D	B2491BA	MirrorDisk/UX License for Servers	n/a	0.00	A	SOFT
1	N/A	1	HP	1	A4901D	B3693AA	HP OV GLANCEPLUS HP9000 SERVER, MEDIA	n/a	0.00	A	SOFT
1	N/A	1	HP	1	A4901D	B9106AA	HP-UX Fndn OE Media Itanium Servers	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	A4901D	BA503AC	FOE Integrity 4-ckt PPL LTU w System (Qty 2)	n/a	0.00	A	SOFT
1	N/A	1	HP	1	A4901D	Support	HW & SW Support 3yr 24x7	n/a	0.00	A	SOFT
1	N/A	1	HP	1	A5137AZ		Modular Power Dist Unit For Std Racks	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	A5212DZ		HP Rear Door for 33U Graphite Rack	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	AB430A		HP Integrity rx1620 Server	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	AB430A	A7012A	DUAL PORT GIGABIT NETWORK ADAPTER	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	AB430A	A9890A	Smart Array 6402 Controller, 128MB	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	AB430A	A9897A	73GB 15K Hot Plug Ultra320 LP DD	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	AB430A	A9897A	73GB 15K Hot Plug Ultra320 LP DD	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	AB430A	AB223A	2GB memory (2x1GB) PC2100 DDR 266MHz	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	AB430A	AB223A	2GB memory (2x1GB) PC2100 DDR 266MHz	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	AB430A	AB299A	HP Svr rx1600 DVD-ROM Drive, Slimline	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	AB430A	AB481A	HP 1.3Ghz Itanium 3MB Cache CPU rx1620	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	AB430A	B9106AA	HP-UX Fndn OE Media Itanium Servers	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	AB430A	B9430AC	HP-UX Fndn OE Integrity PPL max 2CPU w System (Qty 2)	n/a	0.00	A	SOFT
1	N/A	1	HP	1	B6122AA		OV HP GlancePlus Tier Two, LTU	n/a	0.00	A	SOFT
1	N/A	1	HP	1	C2362B		HP SCSI External Cable, 8 Ft	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	C2364A		HP External SCSI Terminator LVD/SE HDTS68	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	J4370A		HP Rack System/E R6000 XR UPS	n/a	0.00	A	HP RISC
1	N/A	1	HP	1	n/a		HP Servers	n/a	128,588.00	A	HP RISC
1	N/A	1	HP	1	Q1540A		HP StorageWorks Ultrium 960 Array Module	n/a	0.00	A	HP RISC


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

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

TOPIC: AGREEMENT RENEWAL – NOVELL, INC.

SUBMITTED BY: Frank Smith, Technology and Information Resources

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter in agreement with Novell, Inc. to renewal software and site licensing through June 30, 2011.

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

Need:

It is necessary to renew the agreement to run Novell critical systems including email systems, management, files and print services.

Fiscal Impact: \$68,631.75 – Budgeted Item

Recommended Action:

It is recommended that the Board of Trustees approve the agreement between Victor Valley College and Novell, Inc. in the total amount of \$68,631.75.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

**Victor Valley College
Contract/Agreement Review/Approval Request Form**

Department: Technology & Information Resources Date Submitted: 4/30/2010

Vendor Name: Novell Inc.

Brief Description: Renewal-Academic License Agreement (ALA) for software maintenance and site licensing through June 30, 2011.
(please state in description if contract is new or a renewal)

Contract Amount: \$68,631.75

If contract does not require County Counsel review please state why: _____
No contract language to review

(Administrative Services Departments complete top portion only)

(This section to be completed by County Counsel)

Date To County Counsel for Review: N/A

County Counsel Review/Approval: N/A Yes No Date Approved: _____

County Counsel Signature: _____

Date to Supt./President for Signature (if applicable): _____

Date to Board for Approval or Ratification: _____

Academic License Agreement Annual Fee Worksheet

(Attach a copy of this page to purchase order for each ALA Annual License Fee)

PRIMARY INFORMATION

Name: <u>Victor Valley Community College</u>	Contact Name: <u>Frank Smith</u>
Street Address: <u>18422 Bear Valley Road</u>	Phone Number: <u>760.245.4271</u>
City, State: <u>Victorville, CA</u>	Fax Number: _____
Postal Code: <u>92395</u>	E-mail Address: <u>smithf@vvc.edu</u>
Country: <u>United States</u>	Contract Number: _____

PRODUCT SELECTION & BUNDLE CALCULATION INSTRUCTIONS:

- A. Using the worksheet on the adjoining page, place a check mark in the column to the left of the product(s) you wish to purchase OR select the Value Bundle. **If the Value Bundle is not selected, at least four (4) products must be selected**
- B. Calculate the Total Bundled Price (TBP) by adding the appropriate prices of the products selected and the appropriate pricing model.
- C. The Total Bundled Price (TBP) will be used to calculate the Annual Fee below.
- D. The discount table below is also used to calculate the Annual Fee based on Workstation or FTE Population.
- E. Please sign and return BOTH pages to the address shown on the cover page.

CUSTOMER CERTIFICATION & ANNUAL FEE CALCULATION

Annual Fee Calculation by Workstation of Dept. Workstation	Annual Fee Calculation by FTE Population
A. Total Workstation Count	A. Total Enrollment (FTE)
B. Applicable Price per Station (see Product Selection and Bundle Calculation above) x \$	B. Total Employees (FTE)
C. Calculate Discount (if applicable) using discount schedule below (multiply discount by line B)	C. Total Population (add lines A & B) 8319
D. Discounted Bundled Price (subtract C from B, if applicable) = \$	D. Applicable Price Per Person (see Product Selection and Bundle Calculation above) x \$ 8.25
E. Annual Fee (multiply A with D) = \$	E. Calculate Discount (if applicable) using discount schedule below (multiply discount by line D) x N/A
	F. Discounted Bundled Price (subtract E from D, if applicable) = \$ 8.25
	G. Annual Fee (multiply C with F) = \$ 68,631.75
Amount applied toward Perpetual Licenses	
F. Annual Fee (Line C or E as applicable) \$	H. Annual Fee (Line E or G as applicable) \$ 68,631.75
G. License Factor (30%) x 0.30	I. License Factor (30%) x 0.30
H. Amount applied toward perpetual licenses (multiply line F by line G) \$	J. Amount applied toward Perpetual Licenses (multiply line G by line I) \$ 20587.53

TIERED DISCOUNT SCHEDULE

Priced by Workstation or Department Workstation		Priced by FTE Population	
Total Workstations	Discount	Total FTE Population	Discount
1 - 2,899	0%	1 - 10,999	0%
2,900 - 6,999	11%	11,000 - 19,999	23%
7,000 - 13,999	16%	20,000 - 49,999	38%
14,000 +	22%	50,000 - 99,999	42%
		100,000 +	46%
*Minimum Annual Fee of \$5,000		*Minimum Annual Fee of \$5,000	

RESELLER INFORMATION

Partners in North America must qualify for Academic rebates through the Demand Agent Program. Simply listing a partner on the Annual Fee Worksheet will NOT guarantee a rebate.

Reseller Name: <u>Novacoast, Inc</u>	Contact Name: <u>Heather Anderson</u>
Street Address: <u>1505 Chapala</u>	Phone Number: <u>800 949 9933 x 1</u>
City, State: <u>Santa Barbara, CA</u>	Fax Number: <u>801 303 7363</u>
Postal Code: <u>93101</u>	Email Address: <u>handerson@novacoast.com</u>
Country: <u>USA</u>	Authorization Number (if known): _____

CUSTOMER SIGNATURE

By signing below, Customer certifies that as of the date below, the information contained herein (or attached) is complete and accurate to the best of its knowledge, and Customer agrees that use of ALA licenses will be governed by the Academic License Agreement provisions. In the case that a Novell Authorized Reseller has been named above by Customer, Customer certifies the named Reseller has provided sales and/or service on Novell products in connection with this Academic License Agreement.

Signature: _____	Title: _____
Printed Name: _____	Date: _____

Handwritten initials

Academic License Agreement Annual Fee Worksheet

February 2010

TO PREVENT DELAYS IN PROCESSING YOUR RENEWAL ORDER, PLEASE SUBMIT BOTH YOUR PURCHASE ORDER AND COMPLETED WORKSHEET TOGETHER

Product Selection & Bundle Calculation Instructions:

- A. Place a check mark in the column to the left of the product(s) you wish to purchase OR select a Value Bundle. If a Value Bundle is not selected, at least four (4) products must be selected.
- B. Calculate the Total Bundled Price by adding up the appropriate points of the products selected and the appropriate pricing model.
- C. The Total Bundled Price will be used to calculate the Annual Fee on the next page.
- D. The discount table below is also used to calculate the Annual Fee on the next page based on Workstation or FTE Population.
- E. You may not use the FTE model in calculating your Annual Fee unless your FTE population exceeds your Workstation count.

NOTE: Any hospital approved by Novell to purchase under the ALA must purchase under the Workstation pricing schedule. Any school not purchasing as an entire unit must purchase using the Department Workstation Pricing schedule.

Please indicate the model you will be using, select only one: FTE Model; Workstation Model; Dept. Workstation Model

Product Description	FTE Model		Workstation Model		Dept Workstation Model	
	USD	Part Number	USD	Part Number	USD	Part Number
Novell Access Manager	\$2.20	876-000459	\$8.80	876-000460	\$11.00	876-000461
Novell BorderManager	\$1.20	876-000436	\$5.70	876-000437	\$7.20	876-000438
Novell Compliance Management Platform	\$10.00	876-000619	\$42.00	876-000620	\$50.00	876-000621
Novell Cluster Services	\$1.20	876-000255	\$5.70	876-000256	\$7.20	876-000257
The Edustructures products listed below are available in the U.S. and Canada only.						
Edustructures SIFWorks Enterprise ZIS Academic License	\$3.75	876-000056	\$54.50	876-000184	\$68.50	876-000186
Edustructures SIFAgent for SASIxp Academic License	\$1.00	876-000456	\$14.00	876-000457	\$16.75	876-000458
Novell GroupWise	\$1.40	876-000569	\$6.05	876-000570	\$7.70	876-000571
Novell Identity Audit	\$1.50	876-000594	\$6.50	876-000595	\$9.00	876-000596
Novell Identity Manager (includes connectors for eDirectory, LDAP, AD, Groupwise, Exchange, and Notes)	\$2.20	976-000289	\$8.80	976-000290	\$11.00	976-000291
Novell Identity Manager Roles Based Provisioning Module	\$2.60	876-000540	\$11.50	876-000541	\$14.00	876-000542
Novell Identity Manager Integration Module for Database	\$1.30	976-000294	\$6.10	976-000295	\$7.60	976-000296
Novell Identity Manager Integration Module for Tools (Delimited Text and SOAP)	\$1.30	976-000339	\$6.10	976-000340	\$7.60	976-000341
Novell Identity Manager Integration Module for Enterprise (PeopleSoft and SAP)	\$1.30	976-000304	\$6.10	976-000305	\$7.60	976-000306
Novell Identity Manager Integration Module for Enterprise - Custom Edition (provides connectivity to JD Edwards, Baan, Lawson, Siebel, and Oracle)	\$0.70	876-000236	\$3.00	876-000237	\$3.80	876-000238
Novell Identity Manager Integration Module for Mainframe MVS (RACF, Top Secret, ACF/2)	\$0.70	976-000399	\$3.00	976-000400	\$3.80	976-000401
Novell Identity Manager Integration Module for Help Desk (Remedy)	\$1.30	976-000309	\$6.10	976-000310	\$7.60	976-000311
Novell Identity Manager Integration Module for Education (SIF)	\$1.30	976-000299	\$6.10	976-000300	\$7.60	976-000301
Novell Identity Manager Integration Module for Linux and Unix	\$2.20	976-000379	\$9.90	976-000380	\$12.00	976-000381
Novell Identity Manager Integration Module for Linux and Unix User Settings	\$2.20	976-000394	\$9.90	976-000395	\$12.00	976-000396
Novell Identity Manager Integration Module for Message System	\$0.70	976-000349	\$3.00	976-000350	\$3.80	976-000351
Novell Identity Manager Integration Module for Midrange	\$0.70	976-000384	\$3.00	976-000385	\$3.80	976-000386
Novell Identity Manager Integration Module for PBX (Avaya)	\$0.70	976-000389	\$3.00	976-000390	\$3.80	976-000391
Novell Identity Manager Integration Module for Scripting	\$2.20	876-000478	\$9.90	876-000479	\$12.00	876-000480
Novell iFolder	\$1.50	876-000441	\$6.60	876-000442	\$8.40	876-000443
Novell Open Enterprise Server	\$3.85	876-000103	\$19.55	876-000230	\$24.20	876-000232
Novell Open Workgroup Suite (Includes Novell Open Enterprise Server, Novell GroupWise, ZENworks Configuration Management, ZENworks Linux Management, SUSE Linux Enterprise Desktop, OpenOffice.org) (counts as four product menu choices)	\$6.75	876-000474	\$33.00	876-000475	\$40.00	876-000476
Novell Open Workgroup Suite with Teaming	\$8.10	876-000584	\$40.00	876-000585	\$48.00	876-000586
Novell SecureLogin	\$1.60	876-000451	\$20.00	876-000452	\$26.00	876-000453
Novell File Management Suite	\$3.30	876-000640	\$16.50	876-000641	\$20.65	876-000642
Novell File Reporter	\$1.10	876-000645	\$5.00	876-000646	\$6.25	876-000647
Novell Storage Manager	\$1.10	876-000408	\$5.00	876-000409	\$6.25	876-000410
SUSE Linux Enterprise Desktop	\$1.25	876-000426	\$5.50	876-000427	\$7.00	876-000428
Novell Linux Management Pack for Microsoft system Center Operation Manager	\$16.50	876-000624	\$80.00	876-000625	\$99.00	876-000626
SUSE LINUX Enterprise Server (all platforms except mainframe)	\$2.25	876-000411	\$9.75	876-000412	\$12.00	876-000413
SUSE LINUX Enterprise Server + NLS Bundle	\$3.50	876-000258	\$17.75	876-000259	\$22.00	876-000260
SUSE LINUX Enterprise Server/ZENworks Linux Management/Novell Linux Desktop Bundle (counts as three product menu choices)	\$5.00	876-000326	\$21.75	876-000327	\$27.00	876-000328
Novell Teaming	\$1.00	876-000547	\$15.00	876-000548	N/A	N/A
Novell Teaming + Conferencing	\$1.50	876-000549	\$22.50	876-000550	N/A	N/A
Novell ZENworks Application Virtualization	\$1.50	876-000574	\$6.50	876-000575	\$8.00	876-000576
Novell ZENworks Asset Management	\$3.00	876-000469	\$20.00	876-000470	\$25.00	876-000471
Novell ZENworks Asset Management for Unix/Linux	\$3.00	876-000464	\$20.00	876-000465	\$25.00	876-000466

Product Description	FTE Model		Workstation Model		Dept Workstation Model	
	USD	Part Number	USD	Part Number	USD	Part Number
ZENworks Extension for Open Workgroup Suite	\$4.00	876-000634	\$19.40	876-000635	\$24.00	876-000636
Novell ZENworks Configuration Management Standard	\$1.50	876-000505	\$6.50	876-000506	\$8.00	876-000507
Novell ZENworks Configuration Management Advanced	\$4.50	876-000510	\$19.50	876-000511	\$24.00	876-000512
Novell ZENworks Configuration Management Enterprise	\$10.00	876-000515	\$43.00	876-000516	\$53.00	876-000517
Novell ZENworks Desktop Management	\$1.80	876-000145	\$7.80	876-000146	\$9.60	876-000147
Novell ZENworks Endpoint Security Management	\$1.50	876-000559	\$6.50	876-000560	\$8.00	876-000561
Novell ZENworks Handheld Management	\$1.80	876-000150	\$7.80	876-000151	\$9.60	876-000152
Novell ZENworks Linux Management	\$1.50	876-000160	\$6.50	876-000161	\$8.00	876-000162
When ordering ZENworks Patch Management listed below please mark the number of subscriptions if applicable. Due to one key per server, if using the product on multiple servers, you will need to request additional subscriptions. Example: If you have 10,000 nodes across 3 servers, you will need 3 subscriptions and then allocate the number of nodes per server.						
X Novell ZENworks Patch Management Subscription for Windows Number of subscriptions needed, if more than one _____ Quantity of nodes per server(s) _____	\$1.50	876-000084	\$6.50	876-000214	\$8.00	876-000216
Novell ZENworks Server Management	\$1.80	876-000155	\$7.80	876-000156	\$9.60	876-000157
Novell ZENworks Suite (Includes ZENworks Desktop Management, ZENworks Server Management, ZENworks Handheld Management, ZENworks LINUX Management, and a limited subscription to ZENworks Patch Management)	\$6.60	876-000132	\$28.60	876-000133	\$35.75	876-000134
X Value Bundle I* - (counts as four product menu choices)	\$6.75	976-000359	\$33.00	976-000360	\$40.00	976-000361
Value Bundle II* - (counts as four product menu choices)	\$8.75	976-000362	\$42.00	976-000363	\$52.00	976-000364
*Value Bundle I Contains Novell Open Enterprise Server, Novell ZENworks Configuration Management, Novell ZENworks Server Management, Novell Identity Manager, Novell GroupWise, and SUSE LINUX Enterprise Server x86/AMD64/Intel64. *Value Bundle II Contains Novell Open Enterprise Server, Novell ZENworks Configuration Management Advanced, Novell Identity Manager, GroupWise, SUSE LINUX Enterprise Server x86/AMD64/Intel64. Add-on products may be purchased for an additional price.						
Total Bundled Price \$		8.25	FTE	Workstation		

Include any Perpetual Licenses and/or Technical Support below that are not part of the ALA Annual Fee.

Total On-demand Training Library					
Part Number	Description	USD	Qty	Extended Price	
877-003943	Total On-demand Library 1-Year Subscription	\$897.50			
			Total:	\$	

BrainShare 2010 Training Passes					
Part Number	Description	USD	Qty	Extended Price	
873-009150	Novell BrainShare 2010 Training Pass Single	\$1,395.00			
873-009151	Novell BrainShare 2010 Training Pass 5-Pak	\$6,626.25			
873-009152	Novell BrainShare 2010 Training Pass 10-Pak	\$12,555.00			
873-009153	Novell BrainShare 2010 Training Pass 20-Pak	\$22,320.00			
			Total:	\$	

Perpetual Licenses					
Part Number	Description	Price	Qty	Extended Price	
			Total:	\$ 0.00	

Academic Technical Support Options

Novell customers receive support according to Novell's published Product Support Lifecycle, which defines the duration and type of support customers can expect to receive on specific products as they move through their life cycle. To view a current list of products supported by Novell, please refer to Novell's Support Life Cycle page at <http://support.novell.com/lifecycle>.

THE SERVICES DESCRIBED HEREIN WILL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER SERVICES AGREEMENT ("MSA") WHICH CAN BE FOUND AT: <http://www.novell.com/services/premium/>.

Primary Contact	
Name	Frank Smith
Title	
Division	
Address	18422 Bear Valley Road
City	
Province	
Postal Code	92395
Phone Number	760.245.4271
Fax Number	
E-mail Address	smithf@vvc.edu

Contact #2	
Name	
Title	
Division	
Address	
City	
Province	
Postal Code	
Phone Number	
Fax Number	
E-mail Address	

The Tiered Discount Schedule mentioned on page 1 does not apply to these Technical Support Options.


Service Option	Part Number	Price	Qty	Extended Price
Academic 5 Service Request Pack - NA	051-003770	\$2,600.00		
Academic 10 Service Request Pack - NA	051-003771	\$5,000.00		
Academic 20 Service Request Pack - NA	051-003772	\$9,500.00		
Advantage Service 20 Service Request Pack-NA	051-002110	\$24,000.00		
Advantage 10 Service Request Pack-NA	051-003916	\$13,500.00		
Assigned Support Engineer-US	051-002114	\$57,000.00		
Primary Support Engineer - US	051-002115	\$118,000.00		
Dedicated Support Engineer - US	051-002116	\$375,000.00		
Service Account Manager - NA	051-003764	\$12,000.00		
Onsite Support: 1 day (8 hours) (plus Travel Expenses)-US	051-002113	\$2,200.00		
Scheduled Standby (4 Hours) US	051-000947	\$1,000.00		
Extended Support 5 Service Request Pack	051-002997	\$7,500.00		
Activation Kit Novell Tech Select Service	873-008052	\$2,950.00		
Novell Tech Select Service -- Renewal	051-003453	\$2,950.00		
Activation Kit Professional Resource Suite: Standard	873-008048	\$1,249.00		
Activation Kit Novell Professional Resource Suite - Portal Advantage Promotion	873-009063	\$1,999.00		
Activation Kit Professional Resource Suite: Electronic	873-008047	\$995.00		
Activation Kit Software Evaluation and Development Library: Expanded	873-008059	\$495.00		
Activation Kit Software Evaluation and Development Library: Standard	873-008058	\$399.00		
			Total:	\$ 0.00

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

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

TOPIC: WATER PURCHASE – BEINSCHROTH FAMILY TRUST

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District has two wells on the Victor Valley College campus. Under the terms with the Watermaster, and court ordered adjudication, the District is allowed to pump up to a total of 135 acre feet of water from the two wells per year. Due to the irrigation demands and the maintenance of the upper campus lake, the District pumped 245 acre feet from the Alto subarea.

Need:

The District incurred a make up obligation of 326 acre feet from the Alto subarea. The District has the option of either paying the Watermaster for that overdraft, at a cost of \$386.00 per ac/ft, or purchasing free production from other producers in that subarea at a reduced cost per ac/ft. The attachment is the agreement to make that purchase from Beinschroth Family Trust.

Fiscal Impact:

\$89,650.00 – Budgeted Item
(If we paid Watermaster - \$94,570.00)

Recommended Action:

It is recommended that the Board of Trustees approve the purchase of 326 acre feet of water from Beinschroth Family Trust in the amount of \$89,650.00.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

ASSIGNMENT OF CARRYOVER RIGHT IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS AGREEMENT

This is a legally binding agreement. Read it carefully.

Date: 3-31-10

4-26-10
CJH

Buyer VICTOR VALLEY COMM, COLLEGE DIST, herein called Buyer, shall pay the sum of \$89,650.00 for purchase of 326 Acre feet of carry over rights held in the name of BEINSCHROTH FAMILY TRUST (seller) in the Alto Subarea of the Mojave Water Agency.

Terms: This agreement is due and payable at the time accepted by Watermaster. This is an all cash purchase transaction. Buyer shall pay the full payment of \$89,650.00 in the form of a check made out to:

A. J. BEINSCHROTH
18794 SENTENAC RD.
APPLE VALLEY, CALIF., 92307

This transfer is subject to and conditioned upon the filing and acceptance by the Watermaster of Document, "REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS", In the event the Watermaster does not accept the transfer, this sale is immediately rescinded and all obligations of Buyer and Seller related to this agreement are revoked.

Time is of the essence in this agreement.

Acceptance: Buyer's signature hereon constitutes an offer to purchase from Seller the water rights described above. Seller's signature constitutes an offer to sell to Buyer the above - described water rights. The signatures of all parties hereto shall be obtained on the Watermaster Form "REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS", (EXHIBIT "T").

BUYER: [Signature] DATE: 04-20-10


SELLER: [Signature] DATE: 3-31-10

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

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

TOPIC: AGREEMENT – A & E INSPECTION SERVICES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with A & E Inspection Services to provide Inspector of Record services as required by the Department of State Architect. These inspection services fulfill the requirements set by the Department of State Architect for the construction of the Eastside Public Safety Training Center, an approved locally funded bond project.

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

Need:

The Department of State Architect requires an Inspector of Record at all Community College construction projects.

Fiscal Impact:

\$220,000.00 – Locally Bond Funded.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with A & E Inspection Services in the amount of \$220,000.00 for Department of State Architect Inspector of Record services at the Eastside Public Safety Training Center.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES

This Temporary Agreement for Construction Inspection Services (“Agreement”) is entered into this 20 day of May 2010 by and between **Victor Valley College District (“District”)** and **A & E Inspection Services (“Consultant”)**. The District and Consultant are collectively referred to herein as the “Parties”.

WHEREAS, the District intends to award various contracts for State & Locally funded capital construction projects. (The “Project”) for the District.

WHEREAS, pursuant to applicable laws and regulations, including without limitation Education Code §17311 and Title 24, California Code of Regulations (“CCR”), during construction of the Projects, the District must provide for competent, adequate and continuous inspection by an Inspector of Record (“IOR”) satisfactory to the Project Architect and the California Department of General Services (Division of the State Architect/DSA).

WHEREAS, Consultant is duly qualified and capable of providing and performing the IOR services during construction of the Projects as required by applicable law or regulation.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, it is agreed:

1. BASIC SERVICES

- 1.1 Inspection Services. Consultant shall provide or perform all IOR services during Project construction required by applicable law or regulation. Consultant and the individual it designates as the Inspector to provide IOR services hereunder shall have the authority and responsibilities of an IOR as set forth in the Education Code and the CCR. Except as otherwise expressly provided in this Agreement, Consultant shall provide all personnel and materials, tools or equipment necessary or required to provide or perform the continuous inspection required by law or regulation. Included in the scope of Basic Services is coordinating for special tests/inspections required by applicable law or regulation in connection with portions of the Projects such as steel fabrication, welding and concrete mix. The specific tasks to be performed by Consultant in performing Basic Services are set forth in attachment “A”.
- 1.2 Designation of Inspector. Consultant designates Ruben G. Manzanares to provide a Class 1, Project Inspector who will provide and perform IOR Services during construction of the Projects. The District shall provide all necessary assistants to the Inspector as required or necessary by the condition or status of construction of the Projects and as required or necessary to comply with applicable law or regulation.

- 1.3 Inspector Qualifications. Consultant warrants and represents to the District that the Inspector provided and any additional or assistant Inspector(s) are duly qualified and certified under applicable law to provide and perform the IOR services required by law or regulation. Consultant further warrants and represents to the District that any additional or assistant Inspector(s) or any Inspector designated by Consultant for the Projects in lieu of or in addition to the IOR shall be duly qualified and certified to provide and perform IOR services required by law or regulation.
- 1.4 District Approval. Consultant shall not replace the IOR as the Inspector without the prior approval of the District. If the District consents to replacement of the IOR as the Inspector, the individual proposed by Consultant as the replacement Inspector shall be subject to the District's approval.
- 1.5 Consultant Responsibilities. Consultant shall provide and perform IOR services under this Agreement in conjunction with the services, work or other items provided to or in connection with construction of the Projects under the contract(s) between the District and the Contractor(s), the contract between the District and the Project Architect and the contract between the District and the Project Manager. Consultant shall provide and perform services under this Agreement fully, timely and in such a manner so that construction progress is not delayed, hindered or otherwise detrimentally impacted. Consultant shall comply with procedures, processes and other mechanisms implemented by the District in connection with Project construction or administration of the contract(s) with the Contractor.

2. **CONTRACT DURATION.** Consultant shall provide IOR services through the completion of construction of the Project as listed. (Eastside Public Safety Training Center)

3. **CONSULTANT FEES; CONTRACT PRICE**

- 3.1 Contract Price: The Contract Price of this Agreement is based on the hourly billing rates set forth in attachment "B". It includes fees for personnel expenses, including all benefits and burdens, insurance and all other overhead or general administrative costs associated with or arising out of the performance of obligations under this Agreement.
- 3.2 Estimated Hours of Inspection: The following estimated hours of inspection are based on the current construction schedules.
- 3.3 Adjustment of Contract Price. The Contract Price shall not be subject to adjustment unless: (a) the actual number of Inspection Hours exceeds the Estimated Inspection Hours and excess Inspection Hours do not result from any fault or neglect of Consultant; (b) IOR services are performed or provided in any one day by the Inspector or any Assistant Inspector for more than eight (8) hours without fault or neglect of Consultant; (c) IOR services are provided on a Sunday or a District recognized holiday without fault or neglect of Consultant. If the Contract Price is subject to adjustment pursuant to (a) above, Inspection Hours exceeding the Estimated Hours will be compensated at the rates set forth in Exhibit "B".
- 3.4 Consultant Billings to District. During the course of providing Basic Services, Consultant shall submit monthly billing statements to the District for the payment of the full time (8 hours per day) Basic Services performed in the immediately prior month. Consultant billing statements shall be in such form and format as may be required by the District and shall include an itemization of the Inspection Hours incurred, identified of the individual(s)

performing IOR services and a general description of the services provided for the Inspection Hours incurred.

- 3.5 District Payments of Contract Price. Within thirty (30) days of the date of the District's receipt of a billing statement submitted in accordance with this Agreement, the District will make payment to Consultant of undisputed amounts of the Contract Price due for Basic Services. No deductions will be made or withheld from payments due Consultant hereunder on account of any penalty, assessment or liquidated damages withheld by the District from the Contractor(s). The District may, however, withhold or deduct portions of the Contract Price otherwise due Consultant if Consultant fails to timely or completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by this District as a result of Consultant's failure to perform a material obligation hereunder.

4. INDEMNITY; INSURANCE

- 4.1 Consultant Indemnification of District. Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Board of Education, agents and representatives from and against any and all claims, demands, losses, responsibilities or liabilities, including attorneys fees and costs for: (i) injury or death of any person arising out of Consultant's performance under this Agreement; (ii) damage to property, and (iii) other costs or charges directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions or other conduct of Consultant or its employees, agents or representatives in the performance of obligations or services under this Agreement.
- 4.2 District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage which solely arise out of negligent or willful acts, omissions or other conduct of the District or its employees, agents or representatives.
- 4.3 Workers Compensation and Employers Liability Insurance. Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Consultant hereunder.
- 4.4 Commercial General Liability and Property Insurance. Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of Consultant's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by

Consultant, or (b) by another person; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be an additional named insured to Consultant's commercial general liability insurance policy.

4.5 Coverage Amounts. Insurance to be procured and maintained by Consultant shall be in the following minimum coverage amounts and reimbursable by the District as outlined in Attachment B.

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability - Bodily Injury or Death	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Property Damage	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability - Bodily Injury or Death	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

4.6 Insurance Certificates. Prior to performing services under this Agreement, Consultant shall deliver Certificates of Insurance to the District which evidences each of the policies of insurance in the minimum coverage amounts required hereunder. All insurance required hereunder shall include, by endorsement or otherwise, provisions by which the policy of insurance will not be materially amended or allowed to elapse without at least thirty (30) days prior written notice to the District of such amendment or lapse.

5. TERMINATION; SUSPENSION

5.1 Termination for Default. Either the District or Consultant may terminate this Agreement upon ten (10) days advance written notice to the other if the other party is in default in performance of a material obligation hereunder and such default is not caused by the party initiating the termination. Such termination shall be effective the tenth (10th) day following the date of the written termination notice. In addition to the District's right to terminate this Agreement for Consultant's default, the District may terminate this Agreement if: (i) Consultant becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations applicable to this Agreement or the services and obligations to be performed by Consultant under this Agreement. If the District exercises the right of termination hereunder, the amount due Consultant shall be that portion of the Contract Price due for Basic Services actually provided as of the effective date of termination, reduced by damages, losses, costs or other expenses incurred or sustained by the District as a result of Consultant's default.

- 5.2 District Termination for Convenience. The District may, at any time, upon thirty (30) days advance written notice to Consultant, terminate this Agreement for the District's convenience. If the District elects to terminate this Agreement for the District's convenience, within thirty (30) days following the effective date of such termination for convenience, the District will make payment to Consultant for Basic Services actually provided prior to the effective date of the termination for convenience.
- 5.3 District Suspension. The District may direct suspension of Project construction and suspension of Consultant's services hereunder. If the period of any suspension of services under this Agreement does not exceed thirty (30) consecutive days, there shall be no adjustment of the Contract Price for any suspension directed by the District. If the period of any suspension of services under this Agreement is more than thirty (30) consecutive days, the Contract Price shall be subject to adjustment to reflect the additional actual costs directly resulting from suspension of more than thirty (30) consecutive days. The foregoing notwithstanding, the Contract Price shall not be subject to adjustment if the District's directive to suspend Project construction or Consultant's performance of services hereunder results in whole or in part from the acts, omissions or other conduct of Consultant.
- 5.4 Architect/Department of General Services (DSA) Approval. If either the Project Architect or the Department of General Services (DSA) shall not approve of Consultant to provide IOR Services for Project construction, this Agreement shall be deemed terminated without further rights or obligations of the District or Consultant hereunder. Unless the District shall have directed Consultant's performance prior to the Project Architect and the Department of General Services (DSA) approval of Consultant, no part of the Contract Price shall be due Consultant if Consultant is not approved to provide IOR Services by the Project Architect or the Department of General Services (DSA).
- 5.5 Mutual Consent This agreement may be terminated by mutual written consent of the parties.

6. MISCELLANEOUS

- 6.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Consultant.
- 6.2 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 6.3 Authority. The individual(s) executing this Agreement on behalf of the District and Consultant warrant and represent that she/he is authorized to execute this Agreement and bind the District and Consultant to all terms hereof.
- 6.4 Notices. Notices which Consultant or the District are required or desire to serve on the other shall be valid only if addressed to the other as set forth in the Agreement or modified by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified,

Return Receipt Requested, First Class, postage fully pre-paid. Notices under this Agreement shall be addressed and delivered as follows:

If to District:

G.H. Javaheripour
Victor Valley College District
18422 Bear Valley Rd
Victorville Ca. 92392
Phone: (760) 245 4271
Fax: (760) 245 9744

If to Consultant:

Ruben G Manzanares
A & E Inspection Services
P.O. Box 745
Beaumont, Ca. 92223 .
Phone: (951) 845-1783
Fax: (951) 922-4516

- 6.5 Consultant Independent Contractor Status. In providing services under this Agreement, Consultant shall be an independent contractor to the District.
- 6.6 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any subsequent breach or default by the other.
- 6.7 Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 6.8 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended only if performance of the obligation is delayed or prevented by the conduct of the other Party, acts of God, labor disturbances or other events not reasonably foreseeable and outside of the control of the Parties.
- 6.9 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing mutually executed by individuals authorized to do so on behalf of Consultant and the District.

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the date set forth above.

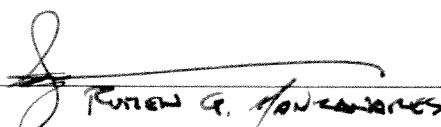
“District”

Victor Valley College DISTRICT,
A California School District

“Consultant”

Ruben G. Manzanares
A & E Inspection Services

By _____

By  _____
RUBEN G. MANZANARES

Attachment “A”

SCOPE OF INSPECTOR'S BASIC SERVICES:

The IOR's services shall include, but not be limited to the following tasks:

- A. Act as an agent for the Owner at the project site, providing inspection services to ensure compliance with code, plans, specifications and quality assurance required of an educational, public works facility. Issue correction and stop work notices, as necessary, and notify the District's Director of Facilities and the Construction Manager, in writing, if observed work does not conform to contract document.
- B. Keep a current and up to date file of approved plans and specifications (including all approved documents authorizing changes) on the job at all times, and shall immediately return any unapproved documents to the Construction Manager for proper action. The approved plans and specifications shall have all addenda, changes, field directives identified and posted in the job file.
- C. Inspect and verify that Contractor's As-Built record documents are updated on a regular basis and are complete and up to date monthly prior to processing of Contractor's monthly payment request.
- D. All inconsistencies or suspected / apparent errors in the plans and specifications shall be reported promptly to the District's Director of Facilities and the Construction Manager for interpretation and instructions by the Architect. In no case shall the final instructions be construed to cause work to be done that is not in conformity with the approved plans, codes and regulations, specifications unless accompanying documents authorize such changes.
- E. Cooperate with the Architect, Construction Manager, Testing Lab, regulatory agencies and appropriate governing bodies during the observation of the work of construction to insure compliance with the approved drawings and specifications.
- F. Request interpretations and clarifications of the approved contract drawings and specifications when necessary from the Architect via the Construction Manager.
- G. Refer any received code interpretations that cause deviations from the approved drawings and specifications to the Architect and the Construction Manager for preparation of response.
- H. Maintain liaison with the A/E, Construction Manager, Testing Lab, District and other regulatory agencies and governing bodies as necessary to maintain project continuity.
- I. Submit, **on a weekly basis**, an activity / inspection report to the Construction Manager, including the following information as it pertains to work inspected:
 - 1. Activities performed by the Contractors, and areas where work is performed.
 - 2. Manpower assigned to each Contractor and Subcontractor.
 - 3. Weather conditions.

4. Equipment and materials delivered to the site.
 5. Construction equipment and vehicles utilized.
 6. Nature and location of the work being performed (starting and completion dates for various portions of the work).
 7. Verbal instruction and clarifications of the work given to the Contractor.
 8. Inspection by representative of regulatory agency.
 9. Note observed occurrences or conditions that might affect Contract Sum or Contract Time.
 10. List of telephone calls made of a substantial nature, including statements or commitments made during the call.
 11. List visitors to the site, titles, and reason for visit.
 12. Record any work or material in place that does not correspond with codes, the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- J. IOR shall comply with all federal, state, county and local governmental requirements.
- K. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, steel erection, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc. The Consultant or their representatives shall not issue instructions or directions regarding methods or means of job performance to the Contractor or in any way assume responsibility for the work performed.
- L. Attend all meetings as requested in contract documents and requested by District, i.e., billing meetings, specification review meetings, coordination meetings, pre-construction meetings, weekly progress meetings, pre-subcontract meetings, etc.
- M. Assist the Construction Manager and District in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.
- N. Inspect, verify and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection **must** occur within 48 hours (two working days) of Contractor's notification to the Inspector of delivery of equipment or materials to the job site. The Contractor is responsible for providing identifying paperwork and documentation for all delivered materials and equipment supplied to the job.
- O. Submit to the District's Director of Facilities and the Construction Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in the field for construction that will result in a variance from the drawings or specifications as originally issued. This will not be in lieu of the Contractor's RFI.

- P. Assist in the review and approval and sign the Contractor's Payment Requests at billing meetings.
- Q. When the Contractor's work or a designated portion thereof is substantially complete, prepare a list of incomplete or unsatisfactory items via a "punch list" and submit to the District's Director of Facilities and the Construction Manager.
- R. Assist the District in the review of Contractor's Submittals, upon request.
- S. Upon completion of project, deliver all inspection records and project correspondence to the District's Director of Facilities and the Construction Manager.
- T. Prior to commencement of work, IOR will cooperate with the District, Construction Manager, and the Architect to develop an inspection plan for the construction on and of the Schools.
- U. Submit periodic verified reports to the Architect and Division of the State Architect in compliance with State law, which reports shall be based upon actual personal knowledge obtained through personal continuous inspection of the construction work in all stages of its progress at the site. Provide copies of verified reports to the District's Construction Manager.
- V. Complete and submit the final verified reports to the Architect and Division of the State Architect in compliance with State law upon the Contractor's completion of the project. Provide copies of final verified reports to the Construction Manager.

OTHER REQUIREMENTS:

Facilities and Equipment:

- I. The Design-Build firm will provide:
 - a. Temporary field office which shall include, but not be limited to,
 - i. telephone(s), fax, computer(s), printer, copier, software
 - ii. connectivity, networking hardware and switching, broadband connectivity
 - iii. furnishings, office refreshments, restroom(s) and security along with monthly utility costs necessary for office operations support together with bi-weekly maintenance.
- II The Consultant will provide:
 - a. His/her own vehicle
 - b. Any special equipment
 - c. Any clerical support
 - d. Other goods and supplies necessary to perform services as required by this contract.

End of Attachment "A"

Attachment "B" – FEE SCHEDULE

Full-Time Inspector of Record services will be billed monthly based on 8 hour days, per the following rate *:

Fees for Class 1 Inspector of Record	<u>\$ 70.00 per hour</u>
Fees for Class 2 Inspector of Record	\$ 70.00 per hour

Fees for Class 3 Inspector of Record (if required) \$60.00 per hour

Overtime work on Sundays, National Holidays and Excessive overtime requires authorization by the district's construction manager.



* Work on Sundays, National Holidays and excessive overtime will be billed accordingly at time and a half. Work day is 8 continuous hours between 5 AM to 11 PM.

* Reimbursements for Bonding and Insurances will be paid by the District to the I.O.R within 30 days of submittal and proof of required Bonding and insurance.

End of attachment "B"

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AMEND AGREEMENT – HIGHLAND PARTNERSHIP
SUBMITTED BY: Al McQuilkin, Program Manager - gkkworks
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Christopher O'Hearn 

Description/Background:

The Eastside Public Safety Training Center will impose additional utility and operating cost burdens on the District. To minimize these fiscal impacts, the District included a Power Purchase Agreement (PPA) option for purchase of electricity in its Design Build contract with Highland Partnership. Studies have indicated that a PPA will not economically benefit the District; whereas installing a District-owned system will provide positive economic savings.

The District is planning to design and install a 250kWDC solar photo-voltaic (PV) system that will supply approximately 60% of the Center's total electricity needs and enable the project to achieve LEED Gold Certification. The California Solar Initiative (CSI) offers large incentives to public entities that install or operate their own renewable energy (solar) systems. By purchasing this system and using eligible bond funds, the District will realize significant operating savings during the first five years of operation, and considerable savings over the long term. This project will also provide covered parking for approximately 75 parking spaces.

Need:

Provide operating budget relief and long term energy savings to the District.

Fiscal Impact:

Initial capital investment of \$1,545,253.00 from Measure JJ Bond funds. Projected savings of \$985,000.00 over the next 5-years, which includes avoided energy costs and California Solar Initiative (CSI) incentives. Net savings over 25-years is projected to be \$1,615,018.00 at a 3.5% utility escalation rate. The project will have a 10 year payback.

Recommended Action:

It is recommended that the Board of Trustees approve the amendment to the agreement with Highland Partnership for a solar PV system in the amount of \$1,545,253.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES CONSTRUCTION
 MEASURE JJ BOND PROGRAM

DESIGN-BUILD CONTRACT AMENDMENT No.1

PROJECT: Eastside Public Safety Training Center

PROJECT NO.: 56230-PME-001

PURCHASE ORDER/
 CONTRACT NO.: 92910

CHANGE ORDER NO.: 1

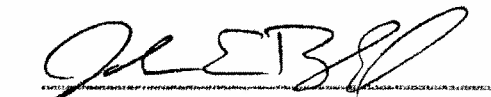
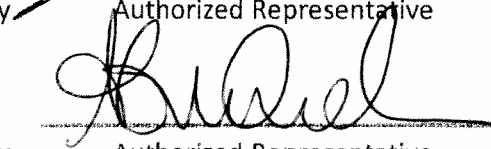
DATE: June 8, 2010

The Contract is amended as follows:

- Original Contract Sum: \$ 25,000,000.00
- Net Change by Previously Authorized Amendments: \$ 0.00
- Contract Sum Prior to This Amendment: \$ 25,000,000.00
- Contract Sum will be: (Increased) (Decreased) (Unchanged)
 by this Amendment in the Amount of: \$ 1,545,253.00
- New Contract Sum Including This Amendment: \$ 26,545,253.00

Contract Time will be: (Increased) (Decreased) (Unchanged) by (0)
 days. Date of Substantial Completion as of date of this Amendment therefore is **unchanged**.

NOTE: By the execution of this amendment, all parties accept the Contract Sum change and the change in the date of Substantial Competition, if any, and expressly waive any claims for any additional compensation, damages, or time extensions, in connection with the above referenced changes.

<u>JOHN E BRADEN</u> Design-Builder – Highland Partnership	By	 Authorized Representative	<u>5/17/10</u> Date
<u>AL McQUILKIN</u> Program Manager – gkkworks	By	 Authorized Representative	<u>5/17/10</u> Date
Victor Valley Community College District	By	Authorized Representative	Date

**Victor Valley Community College District
Tentative Budget
Unrestricted General Fund 2010/11
Board of Trustees Meeting - June 8, 2010**

	Current Budget Year 2009-2010		Budget Year 2010-2011		Budget Year 2011-2012	
Full-Time Equivalent Students (Funded)	9,489	-3.39%	9,489	0.00%	9,489	0.00%
Full-Time Equivalent Students (Unfunded)	512		512		512	
BEGINNING FUND BALANCE	\$9,293,779		\$3,091,897		\$2,484,012	
CATEGORY						
ESTIMATED REVENUES						
State (Apportionment Only)	\$35,923,185		\$35,786,677		\$35,786,677	
State (All Other)	\$393,643		\$393,643		\$393,643	
Local (Property Tax included)	\$11,136,369		\$11,480,403		\$11,480,403	
One-Time Revenue	\$0		\$1,111,475		\$892,000	
Transfers In: Reserve	\$5,900,000		\$0		\$0	
Anticipated State Mid-Year Reduction	(\$786,033)		\$0		\$0	
TOTAL REVENUES	\$52,567,164		\$48,772,198		\$48,552,723	
ESTIMATED EXPENDITURES						
Academic Salaries	\$23,741,245		\$24,045,409		\$24,251,409	
Classified Salaries	\$11,013,704		\$11,420,107		\$11,576,107	
Employee Benefits	\$8,200,258		\$8,852,691		\$9,525,043	
Budget Savings	\$0		(\$1,900,000)		(\$3,800,000)	
Fund OPEB Trust	\$6,500,000		\$0		\$0	
Payoff SERP #1 and #2	\$2,267,516		\$0		\$0	
Cost to Maintain FTES (10,000)	\$0		\$465,552		\$465,552	
Supplies, Software, Subscriptions	\$591,127		\$591,127		\$591,127	
Services and Operations	\$5,663,000		\$5,063,000		\$5,063,000	
Capital Outlay	\$540,996		\$540,996		\$540,996	
Debt Svc., Transfers, Reserves	\$251,200		\$301,200		\$301,200	
TOTAL ESTIMATED EXPENDITURES	\$58,769,047		\$49,380,082		\$48,514,434	
 FUND BALANCE	 \$3,091,897	 5.3%	 \$2,484,012	 5.0%	 \$2,522,301	 5.2%

NOTE: 1) All calculations are based on current information as of 05/26/10 and the Governor's Proposed Budget.

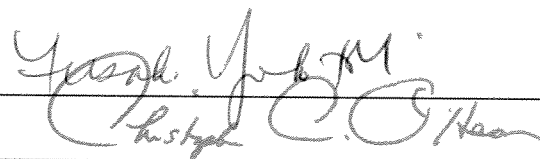
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: ADMINISTRATIVE CONTRACT REVISION

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi



APPROVED BY: Christopher O'Hearn

Description/Background:

Due to the elimination of TRIO funds, the director of TRIO Programs will lose 50% of those funds. The other 50% of her position is funded by Upward Bound funds. The revised position and job title will be director of Upward Bound Programs, 50% position.

Need: Approval by the Board of Trustees is needed to revise the contract of the director of TRIO Programs to director of Upward Bound Programs, 50% position.

Fiscal Impact: None, categorically funded program.

Recommended Action: It is recommended that the Board of Trustees approve the revision of the contract for the director of Upward Bound Programs, 50% position, effective September 1, 2010, through June 30, 2011.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CONTRACT OF EMPLOYMENT
Administrative Positions
(California Education Code Section 72411)

Date of Offer: 6/9/2010

Due to the elimination of TRIO funds, the position of Director, TRIO Programs will be revised to Director, Upward Bound Programs, 50% position, effective 9/1/10. The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Director, Upward Bound Programs, 50 % position, for the period commencing 9/1/2010 and ending on 6/30/2011. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on 6/30/2011 and is not subject to automatic re-employment pursuant to subsection 'c' of Section 72411 of the Education Code.

This contract of employment is subject to all the rules and regulations of the Board of Trustees and all the laws of the State of California in effect during the period of employment. The terms and conditions of your employment may be changed by the District during the period of time covered by the agreement. Your compensation shall be on Range 18 of the Victor Valley College management salary schedule, pro-rated at 50%. Any earned, unused vacation remaining on the last day of employment with the District, up to a maximum accrual of 44 days, will be paid on the next available payroll.

Pursuant to Education Code Section 72411.5, if you do not have tenure in the District as a faculty member, you may be dismissed, suspended, or demoted for cause, including but not limited to unsatisfactory performance, unprofessional conduct, unfitness for service, and insubordination. If you do have tenure as a faculty member, the imposition of dismissal or other penalties, for cause shall be in accordance with the provisions of the Education Code applicable to faculty members. In addition, employment is contingent upon availability of funds.

Pursuant to Government Code Section 53260, if this contract is terminated, the maximum cash settlement that you may receive is to be an amount equal to your monthly salary multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement is an amount equal to your monthly salary multiplied by 18.

If you desire to accept this contract, please sign and return to:

Victor Valley Community College District
Office of Human Resources
18422 Bear Valley Road
Victorville, CA 92395

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Christopher O'Hearn, Ph.D., Interim Superintendent President

Approved by the Board on 6/8/10

I accept the offer of employment set forth above subject to the terms and conditions therein

_____ Date _____
Janet Long

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: REVISED POSITION AND JOB DESCRIPTION, DIRECTOR OF UPWARD BOUND PROGRAMS

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Christopher O'Hearn *Christopher O'Hearn*

Description/Background:

Due to elimination of TRIO funds, the director of TRIO Programs will lose 50% of those funds. The other 50% of the position is funded by Upward Bound funds. The job description and title for the director of TRIO Programs has been revised to director of Upward Bound Programs to more accurately reflect the duties of the position. It will be a 50% position funded by Upward Bound Programs.

Need: Approval by the Board of Trustees is required to revise the management position and job description.

Fiscal Impact: None, categorically funded program.

Recommended Action: It is recommended that the Board of Trustees approve the revised management position and job description of director of Upward Bound Programs, 50% position, effective September 1, 2010.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DIRECTOR OF TRIOUPWARD BOUND PROGRAMS

BASIC FUNCTION:

Under the direction of an area administrator, provide leadership and oversight for the implementation of the TRIOUpward Bound Programs with emphasis on compliance with grant objectives. The TRIOUpward Bound Director coordinates and provides leadership for the successful implementation of TRIOUpward Bound Programs. Serving as the liaison to local high school districts, various community groups and organizations as well as colleges and universities, the TRIOUpward Bound director will work to enhance multi-faceted services as well as ensure compliance with all federal regulations.

REPRESENTATIVE DUTIES

Develop and direct projects and outreach efforts. Organize, schedule, implement and evaluate compliance with grant goals and objectives. *E*

Manage the instructional, counseling, and academic support activities of TRIOUpward Bound Programs. *E*

Serve as a liaison between participatory school districts, high schools and feeder middle schools to ensure compliance with regulations for recruitment. *E*

Act as an educational resource and advocate for first generation, low-income, and disabled students. *E*

Compile data and prepare reports required by the college and various funding sources and agencies. *E*

Complete and submit reports detailing compliance with grant objectives including but not limited to mid-year and annual performance reports as required by the grant or requested from administration. *E*

Audit and monitor TRIOUpward Bound Programs to ensure compliance with federal regulations. *E*

Confer with and advise potential students regarding procedures required for enrollment institutions of higher education. *E*

Plan, organize and coordinate the recruitment of potential participants. *E*

Supervise and evaluate the performance of assigned staff. *E*

Interpret and apply program regulations. *E*

Maintain an understanding of current ideas, trends and practices pertaining to TRIO Upward Bound by attending local, regional and national training opportunities and apply these appropriately for program improvement. *E*

Coordinate the hiring of all staff. *E*

Perform other related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Group processes and group facilitation strategies.

Planning and resource allocation processes.

Federal programs and state regulations related to grant funded programs.

Analytical, organizational, planning and administrative processes.

Principles and practices of supervision.

Interpersonal skills using tact, patience and courtesy.

ABILITY TO:

Plan, organize and direct the implementation of grant activities.

Work with low-income and diverse populations.

Compile, verify data and prepare reports.

Monitor and manage specialized budgets.

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

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

Prepare and deliver oral presentations.

Supervise and evaluate the performance of assigned staff.

Write and communicate effectively.

Work independently with little direction.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Masters Degree in Sociology, Social Work or related field. A minimum of 3 years experience working in TRIO Upward Bound or a similar program focused on retention and academic performance. A combination of education and experience that provides the required skills, knowledge and abilities to perform the functions of the position.

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 regularly required to sit, use hands to type or handle materials, and speak and exchange information. The employee is occasionally required to stand for extended periods of time and walk. The employee is regularly required to operate a computer and other office equipment, lift, carry, push, or pull up to 25 pounds. While performing the duties of this job, the noise level in the work environment is usually quiet.

Incumbents may be exposed to contact with dissatisfied or abusive individuals.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: LAYOFF RESOLUTION – CLASSIFIED

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Christopher O'Hearn

Description/Background:

Consider adoption of the resolution to layoff for lack of categorical funds and authorize and direct the vice president, Human Resources, to give notice of layoff to employees in the following classifications:

CLASSIFICATION (Number of Positions)	FTE	DEPARTMENT
Office Assistant (1)	1.0	Student Support Services (TRIO)
Instructional Assistant (1)	1.0	Student Support Services (TRIO)
Office Assistant (1)	1.0	Workforce Investment Projects
Instructional Assistant (1)	1.0	Automotive
Instructional Assistant (1)	0.5	Basic Skills

The order of layoff shall be in reverse order of seniority within a class, to be determined by the length of service within the class.

Need: Approval of this item is needed to begin the layoff process due to lack of categorical funds.

Fiscal Impact: None, categorically funded program

Recommended Action: It is recommended the Board of trustees adopt the resolution to layoff for lack of categorical funds and authorize and direct the vice president, Human Resources, to give notice of layoff to employees in the classifications listed.

Legal Review: YES x NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
 RESOLUTION OF INTENTION TO LAYOFF FOR LACK OF CATEGORICAL FUNDS

WHEREAS the TRIO Program has been eliminated due to lack of funds. As a result, certain classified positions will be eliminated due to lack of funds

WHEREAS the Board of Trustees finds that due to the elimination of the TRIO Program because of lack of funds, it is necessary to lay off classified staff.

WHEREAS there are two (2) classified employees, categorically funded, currently serving in the following classifications, for whom there will be no funds to pay their salaries, effective August 31, 2010:

CLASSIFICATION (Number of Positions)	FTE	DEPARTMENT
Office Assistant (1)	1.0	Student Support Services (TRIO)
Instructional Assistant (1)	1.0	Student Support Services (TRIO)

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Victor Valley Community College District that classified staff will be laid off under Education Code section 88017 as follows:

Effective August 31, 2010, classified employees currently serving in the aforementioned classifications shall be laid off for lack of funds. Effective September 1, 2010, the aforementioned classifications, currently assigned to the above described departments, shall be eliminated for lack of funds.

BE IT FURTHER RESOLVED THAT:

The vice president, Human Resources, is directed to provide proper notice as required by the law to the proper number of classified employees serving in those classifications described herein that they will be laid off for lack of funds, effective at the close of the business day, August 31, 2010. The affected employees shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff. They shall be informed of their reemployment rights, if any, per applicable Education Code sections. As to employees who exercise displacement rights, notice shall be given to the proper number of employees subject to displacement that they will be laid off for lack of work effective the same day;

CLASSIFICATION (Number of Positions)	FTE	DEPARTMENT
Office Assistant (1)	1.0	Workforce Investment Projects
Instructional Assistant (1)	1.0	Automotive
Instructional Assistant (1)	0.5	Basic Skills

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
RESOLUTION OF INTENTION TO LAYOFF FOR LACK OF CATEGORICAL FUNDS

This Resolution was PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Victor Valley Community College District held on June 8, 2010.

	Yes	No	Abstain
JOE RANGE:	_____	_____	_____
DENNIS HENDERSON:	_____	_____	_____
ANGELA VALLES:	_____	_____	_____
DON NELSON:	_____	_____	_____
CHRISTOPHER MOLLENKAMP:	_____	_____	_____

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

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

TOPIC: RENEWAL OF ADMINISTRATIVE CONTRACTS

SUBMITTED BY: Christopher O'Hearn

RECOMMENDED BY: Christopher O'Hearn _____

APPROVED BY: Christopher O'Hearn _____

Description/Background:

The Board of Trustees will consider renewing the following administrative contracts:

- Director, Evening Operations, Instructional Support Programs
- Director of the Associate Degree Nursing Program and Allied Health
- Executive Dean, Technology & Information Resources
- Vice President, Administrative Services

Need:

Board approval is required to renew administrative contracts.

Fiscal Impact: Budgeted

Recommended Action:

It is recommended that the Board of Trustees approve the administrative contracts listed.

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: APPOINTMENT OF A SEARCH CONSULTANT FIRM FOR THE SUPERINTENDENT/PRESIDENT

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Christopher O'Hearn _____

APPROVED BY: Christopher O'Hearn _____

Description/Background:

The district requests approval of a search consultant firm to assist in the recruitment and selection of a superintendent/president.

Need:

Board approval is required to select a search consultant firm.

Fiscal Impact: Budgeted

Recommended Action:

It is recommended that the Board of Trustees approve a search consultant firm to assist in the recruitment and selection of a superintendent/president.

Legal Review: YES ___ NOT APPLICABLE X___

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: Employment Contract for Interim Superintendent/President

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Jeffrey Morris, Stutz, Artiano, Schnioff & Holtz

APPROVED BY: Angela Valles, Board President _____

Description/Background:

The district desires to employ Dr. Christopher O’Hearn as Interim Superintendent/President.

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

Need:

It is necessary for the Interim Superintendent/President to have an employment contract.

Fiscal Impact: Budgeted

Recommended Action:

It is recommended that the Board of Trustees ratify the employment contract with Dr. Christopher O’Hearn as Interim Superintendent/President, effective March 15, 2010.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
EMPLOYEE AGREEMENT
INTERIM SUPERINTENDENT/PRESIDENT**

The Victor Valley Community College District, hereinafter referred to as "District," agrees to employ Dr. Christopher O'Hearn, hereinafter referred to as "Employee" as the Interim Superintendent/President of the Victor Valley Community College District. Employee shall report to and take direction from the Board of Trustees of the District.

1. District Support: District shall provide to the satisfaction of the Employee adequate working conditions and support personnel.

2. Payment: In consideration of this agreement, District shall pay Employee at the rate of \$203,155.44 per year pro-rated for the period of service less than a full year served. In addition to his salary, Employee shall receive a \$400 per month stipend for general expenses. Further, Employee shall receive the same medical, dental, vision and life insurance benefits as offered to other academic administrators of the District, with the understanding that such benefits may change from time to time. Employee will also be entitled to receive the \$250 stipend for having a doctorate. Employee will be provided 1.83 days per month district-paid vacation leave, one-day per month district-paid sick leave, and all paid holidays granted to certificated administrators of the District. Upon termination or expiration of this agreement, Employee shall be paid for any unused, accrued vacation time.

District will reimburse Employee for any required district travel expenses. The Interim Superintendent/President is entitled to \$7,500 per year for business expenses. Employee will submit such receipts as District may require for all of Employee's expenses that are necessary for carrying out his duties under this agreement, including travels, meals, lodging, and incidentals, all in accordance with District policies and procedures.

3. Employee's Duties and Powers: Under the direction of the Board of Trustees of the District, Employee shall perform such duties as are commensurate with the position of superintendent/president of the District. Employee shall be responsible for the operation of the District and shall devote such time and attention as are necessary to fully and completely perform his duties as required as an exempt employee.

4. Term of Agreement: Employee will begin services to the District on March 15, 2010, and said services will continue thereafter on a month-to-month basis for a period of up to one year unless either party provides written notification of a desire to terminate the contract. Such notice will be provided 60 days prior to the termination date, unless the 60-day time period is reduced by mutual agreement between the District and Employee. This agreement is not subject to automatic renewal or re-employment pursuant to Section 72411(c) of the Education Code.

Angela Valles, President
Board of Trustees
Victor Valley Community College District


Dr. Christopher O'Hearn
Interim Superintendent/President

Dated: _____, 2010

Dated: _____, 2010

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

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

TOPIC: MONTHLY FINANCIAL REPORTS
SUBMITTED BY: Mary Pringle, Fiscal Services
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Christopher O'Hearn _____

Description/Background:

Financial reports are being presented for the period ending March 31, 2010 for the General Fund (01), Debt Service Payment Fund (29), Bond Fund (42), 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

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
GENERAL FUND - FUND 01
As of 3/31/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 11,843,130			
<u>Revenues</u>				
Federal	\$ 5,859,203	\$ 1,861,419	\$ 3,997,784	68.23%
State	40,008,702	25,875,851	14,132,851	35.32%
Local	12,701,552	7,231,391	5,470,161	43.07%
Transfers In	5,900,000	3,000,000	2,900,000	49.15%
<u>Total Revenues</u>	\$ 64,469,457	\$ 37,968,661	\$ 26,500,796	41.11%
<u>Expenditures</u>				
Academic Salaries	\$ 26,217,019	\$ 16,724,493	\$ 9,492,526	36.21%
Classified Salaries	13,883,762	10,308,446	3,575,316	25.75%
Benefits	15,976,035	6,485,722	9,490,313	59.40%
Supplies	1,433,888	819,899	613,989	42.82%
Operating Expenses	12,966,108	6,269,883	6,696,225	51.64%
Capital Outlay	986,658	776,314	210,344	21.32%
Transfers, Grants	541,591	278,070	263,521	48.66%
Contingency	272,121	-1,500	273,621	100.55%
Debt Service Retirement/Interest	0	0	0	
<u>Total Expenditures</u>	\$ 72,277,182	\$ 41,661,327	\$ 30,615,855	
 Excess Revenues/(Expenditures)	 \$ (7,807,725)	 \$ (3,692,666)		
 Month Ending Fund Balance 3/31/10		 \$ 8,150,464		
 Projected Ending Fund Balance	 \$ 4,035,405			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 3/31/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 28,022,430			
<u>Revenues</u>				
Local Revenues	\$ 1,016,000	\$ 1,198,038	\$ (182,038)	-17.92%
Transfers In		\$ -	\$ -	
<u>Total Revenues</u>	\$ 1,016,000	\$ 1,198,038	\$ (182,038)	-17.92%
<u>Expenditures</u>				
Debt Service Payments	\$ 8,600,000	\$ 2,700,000	\$ 5,900,000	68.60%
<u>Total Expenditures</u>	\$ 8,600,000	\$ 2,700,000	\$ 5,900,000	
Net Change in Fund Balance	\$ (7,584,000)	\$ (1,501,962)		
Month Ending Fund Balance 3/31/10		\$ 26,520,468		
Projected Ending Fund Balance	\$ 20,438,430			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
BOND PROJECTS FUND - FUND 42
As of 3/31/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 81,339,621			
<u>Revenues</u>				
Interest Income	\$ 750,000	\$ 480,020	\$ 269,980	36.00%
Proceeds from Bonds	\$ 259,477	\$ 274,227	\$ (14,750)	
<u>Total Revenues</u>	\$ 1,009,477	\$ 754,247	\$ 255,230	25.28%
<u>Expenditures</u>				
Supplies	\$ 1,581	\$ 81	\$ 1,500	
Travel	1,854	1,193	661	
Legal Expense	75,000	29,862	45,138	
Contracted Services	147,500	20,000	127,500	
Buildings - New & Remodel	25,099,613	16,038,133	9,061,480	36.10%
<u>Total Expenditures</u>	\$ 25,325,548	\$ 16,089,269	\$ 9,236,279	
Net Change in Fund Balance	\$ (24,316,071)	\$ (15,335,022)		
Month Ending Fund Balance 3/31/10		\$ 66,004,599		
Projected Ending Fund Balance	\$ 57,023,550			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 3/31/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 2,880,247			
<u>Revenues</u>				
Interest Income	\$25,000	\$36,396	-\$11,396	-45.58%
Redevelopment	696,000	339,342	356,658	51.24%
Miscellaneous Income	0	366	-366	
Transfers In	2,700,000	2,700,000	0	0.00%
<u>Total Revenues</u>	\$ 3,421,000	\$ 3,076,104	\$ 344,896	10.08%
<u>Expenditures</u>				
Supplies	\$ 12,838	\$ 7,786	\$ 5,052	39.35%
Contracts	544,105	44,173	499,932	91.88%
Buildings-New & Remodel	3,465,951	273,840	3,192,111	92.10%
Equipment	712,256	415,506	296,750	41.66%
Transportation Equipment	86,840	48,211	38,629	44.48%
Transfers/Grants/Contingency	0	0	0	
<u>Total Expenditures</u>	\$ 4,821,990	\$ 789,516	\$ 4,032,474	
 Net Change in Fund Balance	 \$ (1,400,990)	 \$ 2,286,588		
Month Ending Fund Balance 3/31/10		\$ 5,166,835		
 Projected Ending Funding Balance	 \$ 1,479,257			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 3/31/10

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 90,259			
<u>Revenues</u>				
State	\$252,191	\$146,307	\$105,884	41.99%
Rents & Leases	60,000	0	60,000	100.00%
Interest Income	600	460	140	23.33%
Miscellaneous Income	0	29,429	-29,429	
<u>Total Revenues</u>	\$ 312,791	\$ 176,196	\$ 136,595	43.67%
<u>Expenditures</u>				
Academic Salaries	\$ 191,670	\$ 113,297	\$ 78,373	40.89%
Classified Salaries	98,832	72,158	26,674	26.99%
Benefits	93,878	56,888	36,990	39.40%
Instructional Supplies	7,500	3,906	3,594	47.92%
Operating Expenses	4,500	936	3,564	
Equipment	0	0	0	
Reserve/Contingencies	0	0	0	0.00%
<u>Total Expenditures</u>	\$ 396,380	\$ 247,185	\$ 149,195	
 Net Change in Fund Balance	 \$ (83,589)	 \$ (70,989)		
 Month Ending Fund Balance 3/31/10		 \$ 19,270		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 3/31/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 8,170			
<u>Revenues</u>	\$ 104,000	\$ 72,122	\$ 31,878	30.65%
<u>Expenditures</u>				
Transfers Out	\$ 104,000	\$ 36,915	\$ 67,085	64.50%
Net Change in Fund Balance	\$ -	\$ 35,207		
Month Ending Fund Balance 3/31/10		\$ 43,377		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 3/31/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 23,261			
<u>Revenues</u>				
Interest Income	\$ 1,000	\$ 125	\$ 875	87.50%
Miscellaneous Income		\$ 7,665	\$ -	
Transfers In	17,000	0	17,000	0.00%
<u>Total Revenues</u>	\$ 18,000	\$ 7,790	\$ 17,875	99.31%
<u>Expenditures</u>				
Reserve For Contingencies	\$ -	\$ -	\$ -	
Outgoing Transfers	0	0	0	
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
 Net Change in Fund Balance	 \$ 18,000	 \$ 7,790		
Month Ending Fund Balance 3/31/10		\$ 31,051		
 Projected Ending Fund Balance	 \$ 41,261			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 3/31/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 101,317			
<u>Revenues</u>				
Interest Income	\$ 3,000	\$ 597	\$ 2,403	80.10%
Miscellaneous Income	0	0	0	
Transfers In	0		0	
<u>Total Revenues</u>	\$ 3,000	\$ 597	\$ 2,403	91.33%
<u>Expenditures</u>				
Supplies	\$ 14,000	\$ 13,689	\$ 311	2.22%
Contracted Services	54,000	4,680	49,320	91.33%
New Furniture/Equipment	2,000	1,196	804	0.00%
Reserve for Contingencies	0	0	0	
<u>Total Expenditures</u>	\$ 70,000	\$ 19,565	\$ 50,435	72.05%
Net Change in Fund Balance	\$ (67,000)	\$ (18,968)		
Month Ending Fund Balance 3/31/10		\$ 82,349		
Projected Ending Fund Balance	\$ 34,317			

VICTOR VALLEY COMMUNITY COLLEGE
2009-2010 Financial Statements
RAMS BOOKSTORE
As of 3/31/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 248,611			
<u>Revenues</u>	\$ 4,683,000	\$ 3,329,872	\$ 1,353,128	28.9%
Less: Cost of Goods Sold	\$ 3,550,000	\$ 2,462,304	\$ 1,087,696	30.6%
Gross Margin from Local Revenues	\$ 1,133,000	\$ 867,568		
Total Other Income		\$ 6,549		
<u>Total Revenues</u>	\$ 1,381,611	\$ 874,117		
<u>Expenditures</u>	\$ 1,442,500	\$ 667,422		
Estimated labor to be invoiced		\$ 51,500		
<u>Total Expenditures</u>	\$ 1,442,500	\$ 718,922	\$ 723,578	50.2%
Revenues/(Expenditures)	\$ (309,500)	\$ 155,195	\$ (464,695)	
Month Ending Fund Balance 3/31/10		\$ 403,806		
Projected Ending Fund Balance	\$ (60,889)			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
AUXILIARY SERVICES
As of 3/31/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 127,381			
<u>Revenues</u>	\$ 479,000	\$ 526,017	\$ (104,465)	-21.81%
Estimated "Due From" District		<u>57,448</u>		
<u>Total Revenues</u>		\$ 583,465		
<u>Expenditures</u>				
District	\$ 479,000	\$ 303,711	\$ 147,289	30.75%
<u>Total Expenditures</u>		<u>28,000</u>		
		\$ 331,711		
Revenues/(Expenditures)	\$ -	\$ 251,754		
Month Ending Fund Balance 3/31/10		\$ 379,135		
Projected Ending Fund Balance	\$ 127,381			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
ASB FUND
As of 3/31/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 202,234			
<u>Revenues</u>	\$150,000	\$151,002	(\$1,002)	-0.67%
Estimated amount "Due From" District		6,674		
<u>Total Revenues</u>		<u>\$157,676</u>		
<u>Expenditures</u>	\$150,000	\$143,501	\$6,499	4.33%
<u>Total Expenditures</u>				
Revenues/(Expenditures)	\$ -	\$ 14,175		
Month Ending Fund Balance 3/31/10		\$ 216,409		
Projected Ending Fund Balance	\$ 202,234			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 3/31/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 65,911			
<u>Revenues</u>				
PELL	\$ 13,450,331	\$ 12,648,049	\$ 802,282	
SEOG	297,265	110,300	186,965	
Direct Loan	7,447,270	3,896,364	3,550,906	
Cal Grant	917,016	635,360	281,656	
CARE	36,385	118,960	-82,575	
TRIO	50,650	26,686	23,964	
EOPS	0	0	0	
ACG	32,725	3,099	29,626	
Total Revenues	\$ 22,231,642	\$ 17,438,818	\$ 4,792,824	
<u>Expenditures</u>				
PELL	\$ 13,450,331	\$ 12,689,154	\$ 761,177	
SEOG	297,265	109,600	187,665	
Direct Loan	7,447,270	3,893,311	3,553,959	
Cal Grant	917,016	456,997	460,019	
CARE	36,385	94,504	-58,119	
TRIO	50,650	26,686	23,964	
EOPS	0	0	0	
ACG	32,725	3,099	29,626	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
Total Expenditures	\$ 22,231,642	\$ 17,273,351	\$ 4,958,291	
 Net Change in Fund Balance	 \$ -	 \$ 165,467		
Month Ending Fund Balance 3/31/10		\$ 231,378		
 Projected Ending Fund Balance	 \$ 65,911			

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

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

TOPIC: 2009 ACCOUNTABILITY REPORT FOR COMMUNITY COLLEGES

SUBMITTED BY: Virginia Moran, Institutional Effectiveness

RECOMMENDED BY: Virginia Moran 

APPROVED BY: Christopher O'Hearn _____

Description/Background:

The Accountability Report for Community Colleges is a set of performance indicators required by the Legislature. The California Community College's System Office produces this report each year and disseminates it so that each college will use the information to improve. The System Office will also make the report available to state government policymakers and the public at large. The report's objectives are to make policymakers, local college officials, and elected boards aware of system and college performance in six specific areas of achievement and to inform the public about overall system performance.

Need:

State Mandate

Fiscal Impact: N/A

Recommended Action:

This is an information only item.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X ___ NO ___

ARCC 2009 Report: College Level Indicators

Victor Valley College

Victor Valley Community College District

College Performance Indicators

Student Progress and Achievement: Degree/Certificate/Transfer

Table 1.1: Student Progress and Achievement Rate
 Percentage of first-time students who showed intent to complete and who achieved any of the following outcomes within six years: Transferred to a four-year college; or earned an AA/AS; or earned a Certificate (18 units or more); or achieved "Transfer Directed" status; or achieved "Transfer Prepared" status. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
Student Progress and Achievement Rate	47.4%	44.2%	44.2%

Table 1.1a: Percent of Students Who Earned at Least 30 Units
 Percentage of first-time students who showed intent to complete and who earned at least 30 units while in the California Community College System. (See explanation in Appendix B.)

	2000-2001 to 2005-2006	2001-2002 to 2006-2007	2002-2003 to 2007-2008
Percent of Students Who Earned at Least 30 Units	67.5%	66.1%	67.9%

Table 1.2: Persistence Rate
 Percentage of first-time students with a minimum of six units earned in a Fall term and who returned and enrolled in the subsequent Fall term anywhere in the system. (See explanation in Appendix B.)

	Fall 2004 to Fall 2005	Fall 2005 to Fall 2006	Fall 2006 to Fall 2007
Persistence Rate	58.1%	56.2%	60.0%

NA: This performance indicator is not applicable for schools of continuing education



ARCC 2009 Report: College Level Indicators

Victor Valley College Victor Valley Community College District
College Performance Indicators

Student Progress and Achievement: Vocational/Occupational/Workforce Development

Table 1.3:
Annual Successful Course
Completion Rate for
Credit Vocational Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
Annual Successful Course Completion Rate for Vocational Courses	66.6%	68.6%	73.3%

Pre-Collegiate Improvement: Basic Skills, ESL, and Enhanced Noncredit

Table 1.4:
Annual Successful Course
Completion Rate for
Credit Basic Skills Courses

See explanation in Appendix B.

	2005-2006	2006-2007	2007-2008
Annual Successful Course Completion Rate for Basic Skills Courses	49.0%	49.9%	54.3%

Table 1.5:
Improvement Rates for ESL
and Credit Basic Skills Courses

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
ESL Improvement Rate	16.7%	5.8%	14.0%
Basic Skills Improvement Rate	46.4%	43.2%	48.1%

Table 1.6:
Career Development and
College Preparation (CDCP)
Progress and Achievement Rate

See explanation in Appendix B.

	2003-2004 to 2005-2006	2004-2005 to 2006-2007	2005-2006 to 2007-2008
CDCP Progress and Achievement Rate	.%	.%	.%

Blank cell (% only) = No CDCP data for cohort (college may not have CDCP courses)
0% in cell = CDCP cohort data, but no outcome data as of report date



ARCC 2009 Report: College Level Indicators

Victor Valley College

Victor Valley Community College District

College Profile

Table 1.7:
Annual Unduplicated Headcount and
Full-Time Equivalent Students (FTES)

	2005-2006	2006-2007	2007-2008
Annual Unduplicated Headcount	16,974	17,020	18,639
Full-Time Equivalent Students (FTES)*	9,049	8,803	9,211

Source: The annual unduplicated headcount data are produced by the Chancellor's Office, Management Information System. The FTES data are produced from the Chancellor's Office, Fiscal Services 320 Report.

*FTES data for 2005-2006, 2006-2007, and 2007-2008 are based on the FTES recalculation.

Table 1.8:
Age of Students at Enrollment

	2005-2006	2006-2007	2007-2008
19 or less	29.6%	31.1%	32.5%
20 - 24	25.3%	24.4%	23.5%
25 - 49	37.0%	36.5%	36.1%
Over 49	8.0%	8.0%	7.8%
Unknown	0.1%	0.0%	0.0%

Source: Chancellor's Office, Management Information System

Table 1.9:
Gender of Students

	2005-2006	2006-2007	2007-2008
Female	58.7%	59.1%	57.2%
Male	37.6%	38.4%	40.4%
Unknown	3.7%	2.5%	2.4%

Source: Chancellor's Office, Management Information System



ARCC 2009 Report: College Level Indicators

Victor Valley College

Victor Valley Community College District

College Profile

Table 1.10:
Ethnicity of Students

	2005-2006	2006-2007	2007-2008
African American	12.0%	11.3%	11.6%
American Indian/Alaskan Native	1.0%	1.0%	1.0%
Asian	2.3%	2.7%	2.6%
Filipino	1.5%	1.6%	1.6%
Hispanic	28.5%	30.8%	32.0%
Other Non-White	1.0%	1.1%	1.1%
Pacific Islander	0.5%	0.4%	0.6%
Unknown/Non-Respondent	4.0%	4.6%	6.0%
White Non-Hispanic	49.3%	46.6%	43.5%

Source: Chancellor's Office, Management Information System



ARCC 2009 Report: College Level Indicators

Victor Valley College

Victor Valley Community College District

College Peer Grouping

Table 1.11: Peer Grouping

	Indicator	College's Rate	Peer Group Average	Peer Group Low	Peer Group High	Peer Group
A	Student Progress and Achievement Rate	44.2	47.7	41.4	55.6	A1
B	Percent of Students Who Earned at Least 30 Units	67.9	71.1	63.2	78.4	B2
C	Persistence Rate	60.0	67.6	57.1	78.0	C5
D	Annual Successful Course Completion Rate for Credit Vocational Courses	73.3	74.5	67.0	85.4	D2
E	Annual Successful Course Completion Rate for Credit Basic Skills Courses	54.3	56.0	42.8	65.9	E4
F	Improvement Rate for Credit Basic Skills Courses	48.1	47.9	30.9	57.3	F4
G	Improvement Rate for Credit ESL Courses	14.0	41.3	7.9	80.5	G2

Note: Please refer to Appendices A and B for more information on these rates. The technical details of the peer grouping process are available in Appendix D.



ARCC 2009 Report: College Level Indicators

Victor Valley College

Victor Valley Community College District

College Self-Assessment

The communities served by VVCCD have experienced significant economic and demographic changes during the past five years. In response, focused outreach and development efforts were initiated to meet community need for enhanced access and relevance in programs and services. As shown by ARCC 2009 data, unduplicated headcount over three years has grown by ten percent. Key student demographic changes from 2005-2008 include the following: Ethnic diversity of students (percentage of non-Whites) has increased from 45.9% to 50.9%; age at enrollment less than 20 years has changed from 40.8% to 42.1%; average course placement assessment test scores among first-time freshman have decreased in arithmetic (10 point decrease; range of 21 to 120) and English language arts (5.6 point decrease; range of 20 to 120)—an indication that students are less prepared.

In March 2008 the Office of Institutional Effectiveness established "Target 2010" improvement goals: 5% above the Peer Average for Indicator 1.1a and at or above the Peer Average for all remaining ARCC Indicators. Data from the ARCC 2009 Report indicate substantial progress toward achieving these goals.

- VVCC exceeds the peer average for Basic Skills Improvement. Work by the Basic Skills Initiative team on curriculum development in English and math has contributed to student progress in successfully completing gateway basic skills courses and moving on to higher level courses.

- VVCC exceeds the peer average for Percentage of Students Who Earned at Least 30 Units. Although there is no consistent trend toward improvement for this indicator, the last year represents progress of 1.7 percentage points toward the 2010 target goal.

- Sustained trends toward improvement are shown in two areas, when comparing the 2004-2005 VVCC cohort to the 2007-2008 cohort: Vocational Course Completion rate increased 5.2 percentage points; Basic Skills Course Completion rate increased 0.9 percentage points.

- Persistence rate has decreased 1.5 percentage points, and no improvement is shown in Degree/Certificate/Transfer rate. Indeed, the district has performed below the Peer Average and has remained at the same level for the second consecutive year.

- ESL Improvement rates are under-performing. Efforts are underway to ensure that future ESL courses are designed and coded properly so students can transition successfully.

Improvement priorities this year are (1) persistence (ensuring students are retained within a term and, enroll and successfully complete subsequent terms); (2) student achievement of their goals (increasing Degree/Certificate/Transfer rate); and (3) ESL improvement rate. The Chief Instructional Officer will collaborate with the VVCC Academic Senate and instructional departments to effectuate these improvements. In addition, new ARCC goals will be established for 2012.

