Date: September 8, 2009

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

Workshop 5-6 p.m.: Staff Lounge Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

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

AGENDA

Board Room Victor Valley Community College

1. CALL TO ORDER
   4:30 p.m.
   ROLL CALL
   PLEDGE OF ALLEGIANCE
   ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA
   ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

2. CLOSED SESSION
   4:30 - 5 p.m.
   (a) CONFERENCE WITH LABOR NEGOTIATOR – Government Code Section 54957.6
       District Representative: Robert Silverman, Superintendent/President
       Employee Organizations: CTA, AFT, CSEA

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

RECESS TO CLOSED SESSION

BOARD OF TRUSTEES: Dennis Henderson, Chris Mollenkamp, Donald Nelson, Joe Range, Angela Valles, ASB Member
WORKSHOP
Staff Lounge Victor Valley Community College
5-6 p.m.

Budget Workshop

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

3. OPEN SESSION REGULAR MEETING 6 p.m.
3.1 Closed Session Report

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

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

4. SUPERINTENDENT/PRESIDENT'S REPORT
   • Faculty Senate

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

   Approval of consent items. YES___ NO___

5.1 Approval of the minutes of the August 11, 2009 regular Board meeting.

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

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

5.4 Amendment – Agreement Foundation for California Community Colleges
   Ratification of an amendment to the agreement between Victor Valley Community College District and Foundation for California Community Colleges for the use of college facilities in support of the BAR Smog Referee and Student Training Program. Fiscal Impact: None
5.5 **Agreement – Independent Contractor – David Prince**
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and David Prince to provide services as the orchestra director for the Willy Wonka musical and teach music to students for all 8 performances and rehearsals. The period of the agreement is from June 22, 2009 through August 16, 2009. Fiscal Impact: Budgeted, $1,300.00.

5.6 **Agreement – Independent Contractor – Patrick C. Summers**
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Patrick Summers to teach songs to the cast of Willy Wonka, play piano for dance rehearsals, and play the piano with the orchestra for performances. The period of the agreement is from June 22, 2009 through August 16, 2009. Fiscal Impact: Budgeted, $1,300.00.

5.7 **Agreement – Independent Contractor – MKH Electronics**
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and MKH Electronics to provide services and repair of ultrasound machines, combination ultrasound and stim machines, hydrocollators, and whirlpools in the Athletic Training room. The period of the agreement is from July 1, 2009 to July 23, 2009. Fiscal Impact: Budgeted, $2,000.00.

5.8 **Agreement – Independent Contractor – Joseph Tate**
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Joseph Tate to provide pre-participation medical screening for athletics. The period of the agreement is from August 10, 2009 through May 31, 2010. Fiscal Impact: Budgeted, $4,875.00.

5.9 **Agreement – Independent Contractor – Luis Pena**
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Luis Pena to provide maintenance and repair of all weight room equipment. The period of the agreement is from August 11, 2009 through June 30, 2010. Fiscal Impact: Budgeted, $7,400.00.

5.10 **Amendment – Gatlin Education Services Agreement**
Approval of the amendment to the agreement with Gatlin Education Services Agreement previously approved on February 13, 2008. The amendment is effective September 10, 2009. Fiscal Impact: $40,000.00 to the District.

5.11 **Agreement – H&L Charter, Inc.**
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and H&L Charter, Inc. to provide transportation service to partner high school students in the Upward Bound Program. The period of the agreement is from August 5, 2009 through August 8, 2009. Fiscal Impact: $4,708.00 (Grant Funds).

5.12 **Renewal Agreement – John J. Stroh, M.D.**
Approval of the renewal agreement between Victor Valley Community College District and John J. Stroh, M.D. to serve as the Medical Director for the Victor Valley Community College District Paramedic Academy Program. The period of this agreement is from July 1, 2009 through June 12, 2010. Fiscal Impact: $5,000.00 budgeted annually.
5.13 Agreements – Contract Education Services
Approval of the Contract Education Services’ agreements listed below. Fiscal Impact: $800.00 Income to the District.

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Income to the District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marta Shea</td>
<td>$800.00</td>
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<tr>
<td><strong>Total:</strong></td>
<td><strong>$800.00</strong></td>
</tr>
</tbody>
</table>

5.14 Agreements – Contract Education Services
Approval of the Contract Education Services’ agreements listed below to obtain a food handlers certification card by attending a two-hour class. Fiscal Impact: $1,200.00 to the District.

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Income to the District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cacun Restaurant</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>El Pollo Loco</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>Gobang Kok Restaurant</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>Panda Express</td>
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</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$1,200.00</strong></td>
</tr>
</tbody>
</table>

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

5.16 Approval of Academic Equivalency Request – Cumore B. Denby - Spanish
Approval of the academic equivalency request for Cumore B. Denby - Spanish. Fiscal Impact: None.

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

**ACTION AGENDA**

6. BOARD OF TRUSTEES
6.1 Separate approval of items pulled from consent agenda

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

8.2 Grant Agreement – California Community Colleges, Chancellor’s Office
Acceptance of the grant agreement #08-0106 between Victor Valley Community College District and the California Community Colleges Chancellor’s Office to provide the Paramedic to Registered Nursing Project at Victor Valley Community College District accelerated enrollment in the Associate Degree Nursing Program. Fiscal Impact: $125,000.00 to the District.
8.3 WIB – Wastewater Management Training Program

Approval of the agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in Waste Water Management. Fiscal Impact: $154,750.00 to the district.

YES___ NO___

10. ADMINISTRATIVE SERVICES

10.1 Resolution #09-09 – Temporary Borrowing Between Funds

Approval of the resolution to authorize temporary borrowing between funds for the 2009-2010 fiscal year. Fiscal Impact: None

YES___ NO___

11. HUMAN RESOURCES

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

YES___ NO___

a) The Board president hereby declares the hearing open
b) The public may now comment on the initial proposal
c) The board president hereby declares the hearing closed

12. INFORMATION/DISCUSSION

12.1 District Initial Negotiations Proposal to AFT-PTFU

Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

13.1 Foundation

13.2 Employee Groups

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

14. TRUSTEE COMMENTS

• ASB

15. Public Comments Related to Non-Agenda Items

PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

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

16. ADJOURNMENT

YES___ NO___

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Jeffrey Holmes, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5849, (760) 245-4271, Ext. 2596, from 8:30 a.m. to 5:00 p.m., Monday through Friday, at least 48 hours prior to the meeting to make reasonable arrangements. Government Code Section 54954.2.
Date: August 11, 2009

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

Workshop 5:30-6 p.m.: Staff Lounge Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

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

CALL TO ORDER
4:30 p.m.
The Board of Trustees of Victor Valley Community College District met in Open Session on August 11, 2009 in the Board Room of the Administration building. Mr. Range, Board President called the meeting to order at 4:34p.m.

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

Absent: Mary Mazzola Student Trustee

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

PLEDGE OF ALLEGIANCE
Dennis Henderson led the Pledge of Allegiance to the Flag.

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

2. CLOSED SESSION
4:30 – 5:30 p.m.

(a) CONFERENCE WITH LABOR NEGOTIATOR – Government Code Section 54957.6 District Representative: Robert Silverman, Superintendent/President

Employee Organizations: CTA, AFT, CSEA

BOARD OF TRUSTEES: Dennis Henderson, Donald Nelson, Chris Mollenkamp, Joe Range, Angela Valles, ASB Member
Reconvene from Closed Session: 6:15 p.m.

3. OPEN SESSION OF REGULAR MEETING
   At 6:15 p.m. Board President, Mr. Range reconvened to open session and announced there was one report.

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

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

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

   Break: 7:09 p.m.
   Reconvene: 7:18 p.m.

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

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

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

- Faculty Senate
  No report

ACTION AGENDA

11.1 Resolution #09-07 - Elimination of Positions
It was MSC (Nelson/Mollenkamp, 2-2-1 Range, Yes, Nelson, Yes, Mollenkamp, No, Valles, No, Henderson, Abstain). The motion failed to approve the resolution to eliminate vacant positions as listed. Fiscal Impact: None- positions have not been budgeted.

11.2 Resolution #09-08 - Layoff Resolution - Classified
It was motioned by Trustee Nelson and seconded by Trustee Mollenkamp MSC to approve the resolution for lack of categorical funds and authorize and direct the Vice President, Human Resources to give notice of layoff to employees in the classifications listed. Fiscal Impact: $733,545.00 to balance the categorical shortfall of $1,729,549.00.

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

Break: 7:59 p.m.
Reconvene: 8:05 p.m.

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

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

5.2 Agreement Renewal – Idearc Media
Ratification of the renewal agreements between Victor Valley Community College District and Idearc Media for the college phone listing and advertising in the yellow and white pages of the Verizon phone directory. Fiscal Impact: $17,483.40 Public Information Office advertising budget. (Renewal)
5.3 **Agreement – National Cinemedia, LLC**  
Ratification of the agreement between Victor Valley Community College District and National Cinemedia, LLC to provide on screen advertising at the Cinemark 16 movie theatre located in Victorville, CA for the Victor Valley Community College District’s Puente Program. The period of this agreement is from July 24, 2009 through August 20, 2009. Fiscal Impact: $214,000, budgeted item, grant funds.

5.4 **Agreement Renewal – PeopleAdmin, Inc.**  
Ratification of the agreement between Victor Valley Community College District and PeopleAdmin, Inc. to continue the automated internet-based system for establishing and maintaining employment applications, job descriptions, and performance evaluations. The period of the agreement is from August 28, 2009 through August 27, 2010. Fiscal Impact: $33,100.00, budgeted item. (Renewal)

5.5 **Agreement Renewal – Bomgar Corporation**  
Ratification of the agreement between Victor Valley Community College District and Bomgar Corporation to renew its software maintenance agreement to enable help desk personnel to manage and correct technical issues on any workstation on or off campus. Fiscal Impact: $2,753.00, budgeted item. (Renewal)

5.6 **Agreement – Porter Boiler Service, Inc.**  
Ratification of the agreement between Victor Valley Community College District and Porter Boiler Service, Inc. to provide recertification services for two (2) Bryan boilers located in the central plant, per South Coast Air Quality Management District permit requirements. Fiscal Impact: $3,900.00, budgeted item.

5.7 **Agreement Renewal – Porter Boiler Service, Inc.**  
Ratification of the agreement between Victor Valley Community College District and Porter Boiler Service, Inc. to provide inspection and maintenance services on the Bryan Flex tube boiler located in the gymnasium. The agreement is for the 2009-2010 fiscal year. Fiscal Impact: $1,680.00. (Renewal)

5.8 **Agreement Renewal #09/10-0067 – San Bernardino County Superintendent of Schools**  
Ratification of the agreement between Victor Valley Community College District and San Bernardino County Superintendent of Schools for courier services for fiscal year 2009-10. This service includes daily delivery and pick up of the County’s correspondence and materials. Fiscal Impact: Not to exceed $3,187.00, budgeted item. (Renewal)

5.9 **Agreement Renewal – Keenan & Associates Loss Control Services**  
Ratification of the agreement between Victor Valley Community College District and Keenan & Associates to provide loss control services as needed for the 2009-2010 fiscal year. Fiscal Impact: Not to exceed $20,000.00, budgeted item. (Renewal)

5.10 **Agreement – Ontario Refrigeration**  
Ratification of the agreement between Victor Valley Community College District and Ontario Refrigeration to replace the circuit 2 compressor on the A/C unit in the Allied Health Department. Fiscal Impact: $13,724.00, budgeted item.

5.11 **Board of Trustees Budget Transfer Request Report**  
Approval of the budget transfers as submitted. Fiscal Impact: None

5.12 **Board of Trustees Payments Report**  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
5.13 Renewal Agreement – San Antonio Community Hospital
Ratification of the agreement between Victor Valley Community College District and San Antonio Community Hospital to provide clinical learning facilities for health sciences programs. The period of this from July 1, 2009 through June 30, 2010. Fiscal Impact: None. (Renewal)

5.14 License Agreement – California State University San Bernardino Office of Housing and Residential Life
Ratification of the agreement between Victor Valley Community College District and California State University San Bernardino Office of Housing and Residential Life to provide residential services for university based programs for Upward Bound Program participants, Janet Long, Jessica Diaz and Elizabeth Duarte. The period of this agreement is from July 9, 2009 through July 25, 2009. Fiscal Impact: $10,652.00, budgeted item, Grant Funds.

5.15 License Agreement – California State University San Bernardino Office of Housing and Residential Life
Ratification of the agreement between Victor Valley Community College District and California State University San Bernardino Office of Housing and Residential Life to provide residential services for university based programs for Upward Bound Math and Science Program participants, Janet Long, Jessica Diaz and Elizabeth Duarte. The period of this agreement is from July 9, 2009 through July 25, 2009. Fiscal Impact: $6,366.00, budgeted item, Grant Funds.

5.16 Agreement – H&L Charter Co., Inc.
Ratification of the agreement between Victor Valley Community College District and H&L Charter Co., Inc. to provide transportation service to partner high school students in the Upward Bound Program. The period of the agreement is from August 5, 2009 through August 8, 2009. Fiscal Impact: $3,766.40, budgeted item, Grant Funds.

5.17 Agreement – Independent Contractor – Robert D. Hampton
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Robert D. Hampton to provide academic workshops for Upward Bound Program participants during the 2009 Summer Academy/California State University San Bernardino residential component. The period of the agreement is from July 20, 2009 through July 23, 2009. Fiscal Impact: $500.00, budgeted item, Grant Funds.

5.18 Agreement – Independent Contractor – Isaac Newton
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Isaac Newton to assist in presenting and facilitating various Career Pathways’ workshops. The period of the agreement is from June 29, 2009 through July 2, 2009. Fiscal Impact: $150.00, budgeted item, Grant Funds.

5.19 Agreements – Contract Education Services
Approval of the Contract Education Services’ agreements listed below. Fiscal Impact: $8,100.00 Income to the District.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Income to the District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voices For All</td>
<td>$ 600.00</td>
</tr>
<tr>
<td>Preston Guillory Investigations</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Notary Public Seminars</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Brown Butterfly Enterprises</td>
<td>$ 500.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$8,100.00</strong></td>
</tr>
</tbody>
</table>
5.20 Agreements – Contract Education Services
Approval of the Contract Education Services’ agreements listed below to obtain a food handlers certification card by attending a two-hour class. Fiscal Impact: $1,800.00 to the District.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Income to the District</th>
</tr>
</thead>
<tbody>
<tr>
<td>IHOP Restaurant</td>
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</tr>
<tr>
<td>Cardenas Mexican Market - Hesperia</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>Cardenas Mexican Market - Fontana</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>La Casita Cafe</td>
<td>$ 600.00</td>
</tr>
<tr>
<td>Casa Delias Restaurant</td>
<td>$ 300.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,800.00</strong></td>
</tr>
</tbody>
</table>

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

5.22 Approval of Academic Equivalency- Physical Education - Gregg Combs
Approval of the minimum of fifteen (15) years of work experience in the field is required. It is recommended that the Board of Trustees approve the equivalency listed. Fiscal Impact: None

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

ACTION AGENDA

6. BOARD OF TRUSTEES
6.1 Separate approval of items pulled from consent agenda

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.1 Moved to Beginning of Agenda Resolution #09-07 - Elimination of Positions
Approval of the resolution to eliminate vacant positions as listed. Fiscal Impact: None-
positions have not been budgeted.

11.2 Moved to Beginning of Agenda Resolution #09-08 - Layoff Resolution - Classified
Approval of the resolution for lack of categorical funds and authorize and direct the Vice
President, Human Resources to give notice of layoff to employees in the classifications listed.
Fiscal Impact: $733,545.00 to balance the categorical shortfall of $1,729,549.00.

11.3 AFT-PTFU Agreement
It was MSC (Henderson/Mollenkamp, 5-0) to ratify the revisions to Article 2, Recognition, and
Article 19, Workload. Fiscal Impact: None

11.4 AFT-PTFU MOU Evaluation Pilot Program
It was MSC (Nelson/Henderson, 5-0) to ratify the MOU with AFT-PTFU for an Evaluation Pilot
Program. Fiscal Impact: A maximum of $1,350.00, budgeted item.

12. INFORMATION/DISCUSSION

12.1 AFT-PTFU Initial Negotiations Proposal to District
Submitted as an informational item.

13. REPORTS (3 minute limit per report)
The purpose of these reports is to inform the Board of Trustees regarding issues pertaining to
those constituency groups.

13.1 Foundation
Janice Olsen

13.2 Employee Groups
a) CTA
None

b) CSEA
Eileen Sullivan

c) AFT Part-Time Faculty United
Mike Mello

14. TRUSTEE COMMENTS

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

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

   It was MSC (Valles/Henderson 5-0) to adjourn the meeting 9 p.m.

________________________________________  ______________________________
Chris Mollenkamp, Clerk                           Date Approved
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: Robert Silverman

Description/Background:

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

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

Need: N/A

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE_ X__

Reference for Agenda: YES _X__ NO_ ___
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<td>BATCH 105</td>
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<td><strong>TOTAL</strong></td>
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**Invoice**

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<tr>
<td>Annual Dues for Fiscal Year 2009-2010 *</td>
<td>16,622.00</td>
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* Please refer to the attached fee schedule.

**PAYMENT INFORMATION:**

Annual fees are due and payable on or before July 1, 2009 and are considered late if not received by December 1, 2009.

Please make check payable to:
Accrediting Commission for Community and Junior Colleges

Please return one invoice copy with payment.

Thank you!

Total: $16,622.00

---

For questions, please contact Deanne Wilburn at:
Phone #: 415-506-0234
Fax #: 415-506-0238
Email: dwilburn@accjc.org
Topic: FOUNDATION DONATIONS

Submitted by: Victor Valley College Foundation

Recommended by: GH Javaheripour

Approved by: Robert Silverman

Description/Background:

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

Need: N/A

Fiscal Impact: N/A

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE _X_

Reference for Agenda: YES _X_ NO _
<table>
<thead>
<tr>
<th>Project Description</th>
<th>Post Date</th>
<th>Trans. Amount</th>
<th>Account Description</th>
<th>Reference</th>
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<tr>
<td>Agriculture (Mojave Sustainability Project)</td>
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<td>Travel</td>
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<td>VVC-Auto</td>
<td>$2,800.00</td>
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Grand Total: $9,500.00

4 Gift(s) listed
AMENDMENT – AGREEMENT FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

John Sweet, Automotive
Christopher O’Hearn
Robert Silverman

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

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

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

Fiscal Impact: None to the District

It is recommended by the Superintendent/President that the Board of Trustees approve an Amendment between Victor Valley Community College District and Foundation for California Community Colleges through August 31, 2010.
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR

SUBMITTED BY: Ed Heaberlin, Theatre

RECOMMENDED BY: Christopher O'Hearn

APPROVED BY: Robert Silverman

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and David Prince. The period of this agreement is from June 22, 2009, through August 16, 2009.

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

Need:

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

Fiscal Impact: Budgeted – $1,300.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and David Prince. The period of this agreement is from June 22, 2009, through August 16, 2009.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR

SUBMITTED BY: Ed Heaberlin, Theatre

RECOMMENDED BY: Christopher O'Hearn

APPROVED BY: Robert Silverman

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Patrick C. Summers. The period of this agreement is from June 22, 2009, through August 16, 2009.

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

Need:

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

Fiscal Impact: Budgeted – $1,300.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Patrick C. Summers. The period of this agreement is from June 22, 2009, through August 16, 2009.

Legal Review: YES ___ NOT APPLICABLE 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 – INDEPENDENT CONTRACTOR

SUBMITTED BY: Jaye Tashima, Athletics

RECOMMENDED BY: Christopher O’Hearn [Signature]

APPROVED BY: Robert Silverman [Signature]

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and MKH Electronics. The period of this agreement is from July 01, 2009, through July 23, 2010.

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

Need:

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

Fiscal Impact: Budgeted – $2,000.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and MKH Electronics. The period of this agreement is from July 01, 2009, through July 23, 2010.

Legal Review: YES____ NOT APPLICABLE_X____

Reference for Agenda: YES____ NO_X____
BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR

SUBMITTED BY: Jaye Tashima, Athletics

RECOMMENDED BY: Christopher O’Hearn

APPROVED BY: Robert Silverman

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Joseph Tate. The period of this agreement is from August 10, 2009, through May 31, 2010.

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

Need:

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

Fiscal Impact: Budgeted – $4,875.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Joseph Tate. The period of this agreement is from August 10, through May 31, 2010.

Legal Review: YES__ NOT APPLICABLE_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 – INDEPENDENT CONTRACTOR

SUBMITTED BY: Pat Luther, Health Sciences & Public Safety

RECOMMENDED BY: Christopher O’Hearn

APPROVED BY: Robert Silverman

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Luis Pena. The period of this agreement is from August 11, 2009, through June 30, 2010.

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

Need:

The Independent Contractor Agreement is to provide maintenance and repair of all weight room equipment as required by Victor Valley Community College District.

Fiscal Impact: Budgeted – $7,400.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Luis Pena. The period of this agreement is from August 11, 2009, through June 30, 2010.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AMENDMENT – GATLIN EDUCATION SERVICES AGREEMENT

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Christopher O’Hearn

APPROVED BY: Robert Silverman

Description/Background:

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

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

Need:

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

Fiscal Impact: Approximately $40,000.00 to the District

Recommended Action:

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

Legal Review: YES ☑ 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: Elizabeth Duarte, Upward Bound Program

RECOMMENDED BY: Christopher O'Hearn

APPROVED BY: Robert Silverman

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and H & L Charter Co., Inc. The period of the agreement is from August 05, 2009, through August 08, 2009.

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

Need:

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

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

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE _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: RENEWAL AGREEMENT – JOHN J. STROH, MD

SUBMITTED BY: Pat Luther, Health Sciences & Public Safety

RECOMMENDED BY: Christopher O’Hearn

APPROVED BY: Robert Silverman

Description/Background:

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

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

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

Need:

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

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

Recommended Action:

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

Legal Review: YES ___ 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 - CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O’Hearn

APPROVED BY: Robert Silverman

Description/Background:

The District desires to approve the Contract Education Service agreement listed below that is being offered in the Contract Education Department.

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Income to the District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marta Shea</td>
<td>$800.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$800.00</td>
</tr>
</tbody>
</table>

Need:

The vendor will provide various workshops through Contract Education Services.

Fiscal Impact: $800.00 Income to the District

Recommended Action:

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

Legal Review: YES  ___  NOT APPLICABLE  X  ___

Reference for Agenda: YES  ___  NO  X  ___
TOPIC: AGREEMENTS - CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O’Hearn

APPROVED BY: Robert Silverman

Description/Background:

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

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Income to the District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cacun Restaurant</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>El Pollo Loco</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>Gobang Kok Restaurant</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>Panda Express</td>
<td>$ 300.00</td>
</tr>
<tr>
<td>Total</td>
<td>$1,200.00</td>
</tr>
</tbody>
</table>

Need:

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

Fiscal Impact: $1,200.00 Income to the District

Recommended Action:

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

Legal Review: YES __ NOT APPLICABLE _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:  RENEWAL AGREEMENT – SAMUEL SEPUYA, MD

SUBMITTED BY:  Pat Luther, Health Sciences & Public Safety

RECOMMENDED BY:  Christopher O'Hearn

APPROVED BY:  Robert Silverman

Description/Background:

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

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

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

Need:

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

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

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve a renew agreement between Victor Valley Community College District and Samuel Sepuya, MD to serve as the Medical Director for the Victor Valley Community College District Respiratory Therapy Program. The period of this agreement is from August 27, 2009, through August 26, 2010.

Legal Review:  YES  X  NOT APPLICABLE ___

Reference for Agenda:  YES  ___  NO  X
BOARD CONSENT ___ BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

SUBMITTED BY: Equivalency Committee—Debra Blanchard, Chairperson

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Robert Silverman

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

Cumore B. Denby
Spanish

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

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

Fiscal Impact:
None

Recommended Action:
It is recommended that the board approve the equivalency as listed.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES ___NO ___
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT - HESPERIA UNIFIED SCHOOL DISTRICT

SUBMITTED BY: GH Javaheripour, Administrative Services

RECOMMENDED BY: GH Javaheripour

APPROVED BY: Robert Silverman

Description/Background:

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

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

Need:

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

Fiscal Impact: $12,500.00 – Budgeted Item

Recommended Action:

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

Legal Review YES X NOT APPLICABLE

Reference for Agenda: YES ___ NO ___
HESPERIA UNIFIED SCHOOL DISTRICT
15576 Main Street
Hesperia, 92345

CLASSROOM LEASE AGREEMENT

AGREEMENT NO. __1____________

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

RECEITALS

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

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

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

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

1. Location of DISTRICT’S Classrooms

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

   Hesperia High School       5 classrooms

2. Responsibilities of the DISTRICT

   a. DISTRICT agrees to make available to teachers and pupils of said classrooms necessary facilities, including but not limited to, restrooms, playgrounds, auditorium, storeroom, and office.

   b. DISTRICT agrees to provide necessary utilities, custodial service, and upkeep and maintenance of the classrooms and furniture consistent with other facilities of the school district.

   c. DISTRICT agrees to provide furniture and fixtures for the classrooms used by the COLLEGE.

3. Lease Fee and Payment Thereof

   a. COLLEGE agrees to pay the DISTRICT Two Thousand Five Hundred and 00/100 Dollars ($2,500.00), adjusted by the 2009-10 state adopted COLA, per COLLEGE classroom.

   b. Payments shall be made as follows: One hundred percent (100%) of the annual amount due will be transferred on or about December 15, 2009.

4. Term of Agreement

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

   a. The terms of this Agreement may be changed, or the Agreement may be canceled, upon mutual consent of the **DISTRICT** and the **COLLEGE**.

   b. **DISTRICT** and **COLLEGE** agree that no change will be made in the classrooms assigned to the **COLLEGE** during the term of this Agreement without the approval of the other party.

6. **Insurance**

   a. The **DISTRICT** agrees to carry appropriate insurance covering the classrooms that it owns, including but not limited to, fire and public liability insurance, during the term of this Agreement.

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

7. **Mutual Hold Harmless**

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

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

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

**HESPERIA UNIFIED SCHOOL DISTRICT**

[Signature]

David McLaughlin
Assistant Superintendent, Business Services

Date: **8-31-09**

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**

[Signature]

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

Date: **8/27/09**

Board Ratified
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

SUBMITTED BY: DR. LORI KILDAL

RECOMMENDED BY: Christopher O’Hearn

APPROVED BY: Robert Silverman

Description/Background:

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

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

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

Fiscal Impact: $252,191.00 to the District

Recommended Action:

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

Legal Review: YES___ NOT APPLICABLE X___

Reference for Agenda: YES___ NO X___
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

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

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

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

SERVICE REQUIREMENTS

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

Minimum Days of Operation (MDO) Requirement 180


### STATE OF CALIFORNIA

<table>
<thead>
<tr>
<th>AMOUNT ENCUMBERED BY THIS DOCUMENT</th>
<th>CONTRACTOR</th>
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<table>
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<th>ADDRESS</th>
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<tr>
<th>(OPTIONAL USE)</th>
<th>Department of General Services use only</th>
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<td>0656</td>
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</tr>
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<td>23038-6792</td>
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</tbody>
</table>

| ITEM 30.10.010.                           | STATUTE |
| CHAPTER 6110-196-0001                     | 2009     |
| SACS: Res-6055 Rev-8590                  | 2009-2010|

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

SIGNATURE OF ACCOUNTING OFFICER

TBA NO
BR NO

DATE
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.

RESOLUTION

BE IT RESOLVED that the Governing Board of Victor Valley Community College authorizes entering into local agreement number/s CSPP-9454 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Christopher O’Hearn</td>
<td>Deputy Superintendent Executive Vice President</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Mary Pringle</td>
<td>Director of Fiscal Services</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED this 8th day of September 2009, by the governing board of Victor Valley Community College District of San Bernardino County, California.

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

(Clerk’s signature)  (Date)
Darfur Contracting Act Certification

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

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

<table>
<thead>
<tr>
<th>Company/Vendor Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victor Valley Community College District</td>
<td>95 600 6576</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Initialing (for Options 1 or 2)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Robert Silverman, Superintendent/President</td>
<td></td>
</tr>
</tbody>
</table>

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

   initials

   OR

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

   initials

   OR

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

   initials + certification below

Certification for #3.

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

By (Authorized Signature)

<table>
<thead>
<tr>
<th>Printed Name of Title of Person Signing</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Robert Silverman, Superintendent/President</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Executed</th>
<th>Executed in the County and State of</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 9, 2009</td>
<td>San Bernardino County, CA</td>
</tr>
</tbody>
</table>


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

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

SUBMITTED BY: Pat Luther, Health Sciences & Public Safety

RECOMMENDED BY: Christopher O’Hearn

APPROVED BY: Robert Silverman

Description/Background:

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

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

Need:

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

Fiscal Impact: $125,000.00 to the District

Recommended Action:

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

Legal Review: YES X__ NOT APPLICABLE___

Reference for Agenda: YES X__ NO____
BOG, California Community Colleges, Chancellor's Office
Agency Code 6870

District: Victor Valley Community College
College: Victor Valley College
RFA Specification Number: 08-0106

Grant Agreement
Economic and Workforce Development Unit
Governor's 15% Workforce Investment Act Funds for Nursing Programs
Medic, PM or IDC to RN Program

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

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

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

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

STATE OF CALIFORNIA

<table>
<thead>
<tr>
<th>Item</th>
<th>Chapter</th>
<th>Statute</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>6870-111-0001(5)</td>
<td>268/269</td>
<td>2008</td>
<td>2008-09</td>
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</table>

Object of Expenditure (Code and Title)
3235-751-23523 (FY 2008-09: $125,000)

Signature, Accounting Officer (or authorized Designee)
April Lován-Martínez

Project Monitor
Vera Wise

Agency
BOG, Chancellor's Office
California Community Colleges
1102 Q Street
Sacramento, CA 95811

Signature, Executive Vice Chancellor (or authorized Designee)
Date

INSTRUCTION OFFICE
AUG 20 2009
RECEIVED

 Printed Name of Person Signing
Steven Bruckman

Title
Executive Vice Chancellor

District (Grantee) Address:
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395-5850

Grant Funds Requested: $125,000
Total Leveled Funds: $125,000

Project Director
Patricia E. Luther, RN, Ed.D., Dean of Health Science & Public Safety

INSTRUCTION OFFICE
AUG 20 2009
RECEIVED

 Printed Name of Person Signing
Robert M. Silverman, Ph.D.

Title
Superintendent/President
Addendum/Specifications No. 08-105 and 08-106 Governor’s 15% Workforce Investment Act Funds for Nursing Programs

The district/college hereby agrees not to purchase any equipment that costs $5,000 or more, as detailed in the Application Budget Detail and/or Supplemental Budget Information forms, until approval for that equipment expenditure(s) is obtained in writing from the State Employment Development Department or the Chancellor’s Office, California Community Colleges.
**Victor Valley Community College District - Board of Trustees**  
**Agenda Item**

<table>
<thead>
<tr>
<th>BOARD CONSENT</th>
<th>BOARD ACTION</th>
<th>BOARD INFORMATION (no action required)</th>
</tr>
</thead>
</table>

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

**Submitted By:** Ginger Ontiveros, Victor Valley College Foundation

**Recommended By:** Christopher O’Hearn

**Approved By:** Robert Silverman, Superintendent

**Description/Background:**
The San Bernardino County Workforce Investment Board (WIB) has selected Victor Valley Community College to provide contract education services funded through the American Recovery and Reinvestment Act. This contract is required to accept funding and establish contract education courses for training WIB clients in Waster Water Management techniques.

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

**Fiscal Impact:** $154,750 to the district

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

**Legal Review:** YES ___ NOT APPLICABLE___

**Reference for Agenda:** YES ___ NO___
THIS CONTRACT, hereinafter called "the Contract," is entered into in the State of California by and between the County of San Bernardino, hereinafter called "the County," and

Name
Victor Valley Community College

Address
18422 Bear Valley Road

Victorville, CA 92395

Telephone
(760) 245-4271

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

IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

NOW THEREFORE, the County and the Contractor mutually agree to the following terms and conditions:
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Exhibit A – COURSE CURRICULUM
Exhibit B – TRAINING CERTIFICATION REPORT
Exhibit C – EMPLOYMENT VERIFICATION FORM
I. DEFINITIONS

A. Department of Workforce Development (WDD) – The County of San Bernardino Department of Workforce Development is one of four departments within the Economic Development Agency umbrella. The WDD administers and operates programs under the Department of Labor’s Workforce Investment Act. The San Bernardino County Workforce Investment Board oversees the programs offered through the Department.

B. Workforce Investment Act (WIA) – Signed into law on August 7, 1998, this law replaces the former Job Training Partnership Act (JTPA). WIA reforms Federal job training programs and mandates more comprehensive activities and training programs.

C. Workforce Investment Board (WIB) – A public policy body appointed by the County of San Bernardino Board of Supervisors with responsibility for providing strategic planning and policy development of the County’s workforce investment system.

D. Employment Resource Center – Regionally designated locations from which the Workforce Investment Act (WIA) and Employment Services are administered to serve the residents of San Bernardino County.

E. Wastewater Management - Process of removing contaminants from wastewater and household sewage, both runoff (effluents) and domestic. It includes physical, chemical, and biological processes to remove physical, chemical and biological contaminants. Its objective is to produce a waste stream (or treated effluent) and a solid waste or sludge suitable for discharge or reuse back into the environment.

II. CONTRACTOR SERVICE RESPONSIBILITIES

A. The Contractor shall provide classroom space, qualified instructor(s), course curriculum and hands on training for selected WIA customers for careers in wastewater management. Contractor shall reserve fifty percent (50%) of the class seats for the registration of WIA referrals and maintain a waiting list of potential registrants until one (1) week prior to the start date of the course. At that time all remaining seats may be filled from Contractor’s wait list. Each of the two (2) courses shall not commence without one hundred percent (100%) enrollment, twenty-five students (25) per course, unless prior approval has been received from WDD.

B. The Contractor shall provide WDD with a contact person that will be responsible for registration, enrollment, reports, and any other program related questions and/or concerns.

C. The Contractor shall show priority of service to WIA funded customers which shall include referrals from WIA funded youth providers.

D. The Contractor shall be responsible for each customer to complete the WIA application and to report to the Employment Resource Center prior to the first day of the course.

E. Each course, as detailed in Exhibit “A” incorporated herein, will consist of a minimum of two hundred forty-nine (249) hours of classroom instruction and a minimum of fifty-one (51) hours of lab instruction. The Contractor shall recruit WIA eligible customers and ensure that each customer is enrolled in the WIA system through WDD staff.

F. The Contractor shall provide WDD with monthly updates and progress reports on each customer enrolled in the course. The Contractor shall ensure that all monthly updates and progress reports are received by WDD by the 10th day of each month. The reports will include: attendance,
classroom performance, and/or any related issues that may positively or negatively impact the success of the customer's completion of the course. The report form is detailed in Exhibit "B". Contractor will notify WDD immediately if there are any attendance issues/concerns with the customer.

G. The Contractor shall provide certificates of completion to WDD staff for each customer that has successfully completed the course as future funding is dependant upon successful completion of each customer. The Contractor shall track employment for each customer and shall complete the employment verification form provided by WDD (Exhibit "C") and submit the form as part of the monthly update due by the 10th day of each month. The Contractor shall report only new employments for each month.

III. CONTRACTOR GENERAL RESPONSIBILITIES

A. In the performance of this Contract, the Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County. The Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Orders 12549 and 12689, and implemented as 45 CFR, Part 76.

B. Without the prior written consent of the County's Economic Development Agency Administrator or the Assistant Administrator for the Economic Development Agency, this Contract is not assignable by the Contractor either in whole or in part.

C. The Contractor agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent the Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

D. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

E. The Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County's WDD Department Head. Any subcontractor shall be subject to the same provisions as Contractor. The Contractor shall be fully responsible for the performance of any subcontractor.

F. The Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. Said records shall be kept and maintained within the County. The County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

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

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

G. The Contractor shall notify the County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify the County of changes in telephone or fax numbers.

H. The Contractor shall notify the County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise the County of the steps being taken to provide the services and to fill the position(s) as expeditiously as possible. Vacancies and associated problems shall be reported to the County on each periodically required report for the duration of said vacancies and/or problems.

I. The Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event that the County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

J. The Contractor shall observe all federal, state and County regulations concerning confidentiality of records. The Contractor shall refer all requests for information referring to the services provided under Contract to the County.

K. The Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification. The Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the County’s “active” as well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

2. Additional Insured. All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage
for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and the Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

4. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

5. Severability of Interests. The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage. The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and the Contractor shall maintain such insurance from the time the Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.


8. Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions in excess of ten thousand dollars ($10,000) shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage. In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right, but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. Insurance Review

   a. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.
b. Any change requiring additional types of insurance coverage or higher coverage limits
   must be made by amendment to this Contract. The Contractor agrees to execute any
   such amendment within thirty (30) days of receipt.

c. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance
   with any of the insurance and indemnification requirements will not be deemed as a
   waiver of any rights on the part of the County.

11. Insurance Specifications. The Contractor agrees to provide insurance set forth in accordance
    with the requirements herein. If the Contractor uses existing coverage to comply with these
    requirements and that coverage does not meet the specified requirements, the Contractor
    agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of
    insurance required is determined by the scope of the Contract services. Without in anyway
    affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and
    maintain throughout the Contract term the following types of insurance with limits as shown:

   a. Workers’ Compensation/Employers Liability.
      i. A program of Workers’ Compensation insurance or a state-approved, self-
         insurance program in an amount and form to meet all applicable requirements of
         the Labor Code of the State of California, including Employer’s Liability with two
         hundred and fifty thousand ($250,000) limits covering all persons including
         volunteers providing services on behalf of the Contractor and all risks to such
         persons under this Contract.
      ii. If the Contractor has no employees, it may certify or warrant to the County that is
          does not currently have any employees or individuals who are defined as
          “employees” under the Labor Code and the requirement for Workers’
          Compensation coverage will be waived by the County’s Director of Risk
          Management.
      iii. With respect to Contractors that are non-profit corporations organized under
          California or Federal law, volunteers for such entities are required to be covered
          by Workers’ Compensation insurance.

   b. Commercial/General Liability Insurance. The Contractor shall carry General Liability
      Insurance covering all operations performed by or on behalf of the Contractor providing
      coverage for bodily injury and property damage with a combined single limit of not less
      than one million dollars ($1,000,000), per occurrence. The policy coverage shall
      include:
      i. Premises operations and mobile equipment.
      ii. Products and completed operations.
      iii. Broad form property damage (including completed operations).
      iv. Explosion, collapse and underground hazards.
      v. Personal injury
      vi. Contractual liability.
      vii. Two million ($2,000,000) general aggregate limit.

   c. Automobile Liability Insurance. Primary insurance coverage shall be written on ISO
      Business Auto coverage form for all owned, hired and non-owned automobiles or
      symbol 1 (any auto). The policy shall have a combined single limit of not less than one
      million dollars ($1,000,000) for bodily injury and property damage, per occurrence. If the
      Contractor is transporting one or more non-employee passengers in performance of
      Contract services, the automobile liability policy shall have a combined single limit of two
      million dollars ($2,000,000) for bodily injury and property damage per occurrence. If the
Contractor owns no autos, a non owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropout” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

L. The Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. The Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

M. The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

N. The Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

   The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County WDD Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County WDD Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the WDD shall supply a sample of the Plan format. The Contractor shall be monitored by the WDD for compliance with provisions of its Civil Rights Plan.

O. The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).

P. The Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, California Code of Regulations).

Q. If the amount available to the Contractor under this Contract exceeds one hundred thousand dollars ($100,000), the Contractor agrees to comply with the Clean Air Act (42 USC 7606), Section 508 of
the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

R. The Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.

S. The Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor’s sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney’s fees and costs regardless of who prevails in the outcome of the dispute.

IV. COUNTY RESPONSIBILITIES

A. WDD shall act as liaison between the Contractor and the Local WIB.

B. WDD staff shall complete the WIA registration and enrollment process for each customer prior to the start of the first day of the course. Eligibility determination shall be the sole responsibility of the WDD and will be made by the advisors assigned to the program.

C. WDD shall coordinate with the Contractor to ensure a comprehensive assessment for each customer is administered prior to enrollment into the course. WDD will verify that customers referred by WDD will have the minimum qualifications for each course.

D. WDD shall provide Case Management and Supportive Services to all WIA enrolled customers.

E. WDD shall provide the Contractor a contact person to facilitate all needs related to program success.

F. WDD shall provide an assessment for each customer prior to enrollment into the course.

V. FISCAL PROVISIONS

A. The maximum amount payable under this Contract shall not exceed one hundred fifty-four thousand seven hundred fifty dollars ($154,750). The maximum amount payable for each course shall not exceed seventy-seven thousand three hundred seventy-five dollars ($77,375).

B. The Contractor shall invoice the County within forty five (45) days from the start of each course for fifty percent (50%) of the course and shall include a class roster. The Contractor will then invoice the County within forty five (45) days of completion of each class for the remaining fifty percent (50%) of the class. Final invoice shall include a copy of the final Training Certification Report that details attendance, course completion and copy of certificates information for all WIA enrolled employees. Invoices and documentation will be submitted for payment to:

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

C. The Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Contractor’s designated checking or other bank account. The Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.
D. Costs for services under the terms of this Contract shall be incurred during the Contract period except as approved by the County. The Contractor shall not use current year funds to pay prior or future year obligations.

E. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. The Contractor shall not claim reimbursement or payment from the County for, or apply sums received from the County with respect to that portion of its obligations that have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

F. The County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless the County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

A. The County shall have the absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract.

B. The County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted.

C. The Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.

D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three (3) years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County’s reasonable advance written notice or turned over to the County. If said records are not made available at the scheduled monitoring visit, the Contractor may, at the County’s option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars ($50) per hour (including travel time) and be deducted from the following month’s claim for reimbursement.

E. The Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County’s representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

A. Failure by the Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

B. In the event of a non-cured breach, the County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

1. Afford the Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of the County; and/or

2. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

3. Withhold funds pending duration of the breach; and/or

4. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to Item “2” of this paragraph; and/or

5. Terminate this Contract immediately and be relieved of the payment of any consideration to the Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

VIII. TERM

This Contract is effective November 2, 2009 through April 1, 2011 but may be terminated earlier in accordance with provisions of Section IX of the Contract.

IX. EARLY TERMINATION

A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph B, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant County Administrator – Economic Development Agency is authorized to exercise the County’s rights with respect to any termination of this Contract.

B. The Contractor shall only be reimbursed for costs and non cancelable obligations incurred prior to the date of termination. The Contractor shall not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

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

Contractor: Victor Valley Community College
18422 Bear Valley Road
Victorville, CA 92395

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

B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C. The Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

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

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

D. Equipment - All equipment, materials, supplies or property of any kind having a single unit cost of five hundred dollars ($500) or more requires prior approval from the WDD.

E. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (DOL) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.

F. The County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to the Contractor in the event debts and wages have not been paid on a current basis.

G. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

H. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
I. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.

J. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

K. Use of ARRA Funds and Requirements

1. This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 (“ARRA”), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the “Buy American” requirement. Request for a waiver must be made to the County for an appropriate determination.

2. Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

3. The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

4. Contractor may also be required to register in the Central Contractor Registration (CCR) database at http://www.ccr.gov and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

L. Schedule of Expenditure of Federal Awards

1. In addition to the requirements described in “Use of ARRA Funds and Requirements,” proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, “Audits of States, Local
Governments, and Nonprofit Organizations.” This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, Contractor agrees to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

2. Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

XI. CONCLUSION

A. This Contract, consisting of fourteen (14) total pages including Exhibits A, B and C, is the full and complete document describing services to be rendered by the Contractor to the County including all covenants, conditions, and benefits.

B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

C. IN WITNESS WHEREOF, the County signatory has been authorized by the Board of Supervisors of the County to sign this Contract on its behalf and the Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written. ///

COUNTY OF SAN BERNARDINO

Laurie Rozko, Director Purchasing Department

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

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

By ________________
(Authorized signature - sign in blue ink)

Name Dr. Robert Silverman

Title Superintendent/Principal
(Print or Type)

Dated: ________________________________

Address: 18422 Bear Valley Road

Victorville, CA 92395

Approved as to Legal Form

Deputy County Counsel

Date ________________________________

Reviewed by Contract Compliance

Janice Lindsay, Deputy Director

Date ________________________________

Presented to Purchasing for Signature

Sandra Harmsen, Director

Date ________________________________

[Table: Auditor/Controller-Recorder Use Only]

- [ ] Contract Database
- [ ] FAS

Input Date ________________________________
Keyed By ________________________________
RESOLUTION #09-09–TEMPORARY BORROWING BETWEEN FUNDS

Mary Pringle, Director of Fiscal Services

GH Javaheripour

Robert Silverman

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

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

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

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

Fiscal Impact: None

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

Legal Review: YES ___ NOT APPLICABLE X___

Reference for Agenda: YES X__NO___
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO: 09-09

RESOLUTION TO AUTHORIZE TEMPORARY BORROWING BETWEEN FUNDS OF THE SCHOOL DISTRICT

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that:

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

   ALL FUNDS

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

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

AYES:

NOES:

ABSENT:
STATE OF CALIFORNIA  

) ss

COUNTY OF SAN BERNARDINO  

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

WITNESSED my hand this _________ day of ____________________________, 20____.

__________________________________________

Clerk/Secretary of the Governing Board
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

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

SUBMITTED BY:  AFT-PTFU

RECOMMENDED BY:  Fusako Yokotobi

APPROVED BY:  Robert Silverman

Description/Background:

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

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

Need:

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

Fiscal Impact:  None

Recommended Action:

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

Legal Review:  YES ___ NOT APPLICABLE  X

Reference for Agenda:  YES _X__NO__
Bargaining proposals from AFT Part-Time Faculty United,

Successor Agreement

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

Article IV Union Rights
   Bulletin Board space

Article VI Evaluation
   Timelines for once a week courses

Article VIII Leaves
   Inclusion of domestic partners in certain leave provisions
   Impact of leave of absence on sick leave

Article IX Workload
   Eliminate disadvantage for part-time faculty in minimum class size

Article XI Working Conditions
   Security and safety during hours of evening classes, adequate parking

Article XIII Faculty Assignments
   Clarification of which courses will include evaluation and observation
   Priority for full-time hire

Article XIV Intellectual Property
   Provisions for curriculum design

Article XIX Reopening Negotiations
   Make current
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: DISTRICT INITIAL NEGOTIATIONS PROPOSAL TO AFT-PTFU

SUBMITTED BY: Lori Kildal

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Robert Silverman

Description/Background:

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

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

Need:

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

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X ___NO___
District Sunshine Items
For AFT Contract

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

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

Article 10, Benefits

Article 11, Working Conditions: Mailboxes, travel

Article 12, Compensation: Compensation COLA and reopeners

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

Article 19, Reopening negotiations