

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

Date: April 14, 2009

Place: Workshop 5-6 p.m.: Board Room Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

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

## REGULAR MEETING 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 LEGAL COUNSEL--ANTICIPATED LITIGATION  
Government Code Section 54956.9 (b)(3)(A)  
(1 case)
  - (b) CONFERENCE WITH LABOR NEGOTIATORS – Government Code  
Section 54957.6 District Representative: Dr. Robert Silverman,  
Christopher O’Hearn, Fusako Yokotobi, Lori Kildal, Victoria Hinds  
  
Employee Organizations: CTA
  - (c) CONFERENCE WITH LEGAL COUNSEL--POTENTIAL LITIGATION  
Government Code Section 54956.9 (b)(3)(A)  
(1 case)

### 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)

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

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**RECESS TO CLOSED SESSION**

**3. RECONVENE TO OPEN SESSION**

**WORKSHOP**

*Board Room Victor Valley Community College*

**Eastside Center  
Apple Valley Fire District**

**5 - 6 p.m.**

**REGULAR MEETING AGENDA**

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

**OPEN SESSION OF REGULAR MEETING**

**6 p.m.**

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

**PUBLIC COMMENTS RELATED TO AGENDA ITEMS**

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

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

- **Faculty Senate**

**5. CONSENT AGENDA**

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

**Approval of consent items.**

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

5.1 Approval of the minutes of the March 10, 2009 regular Board meeting.

5.2 Agreement – Chino Valley Independent Fire District

Approval of the agreement between Victor Valley Community College District and Chino Valley Independent Fire District. The agreement commences on June 1, 2009 and will remain in effect unless terminated by either party. Fiscal Impact: None

5.3 Agreement – Independent Contractor – Ken Robison

Approval of an Independent Contractor Agreement between Victor Valley Community College District and Ken Robison to maintain/repair DSPS scooters. The period of this agreement is from April 16, 2009 through June 30, 2009. Fiscal Impact: Budgeted item, not to exceed \$300.00.

5.4 Curriculum Changes

Approval of the curriculum changes that have been recommended by the College Curriculum Committee. Fiscal Impact: None

5.5 Agreements – 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: \$2,900.00 to the District.

Vendor:	Income to the District
Jali-Mex Taco	\$ 300.00
Los Robertos Restaurant	\$ 300.00
Idle Spurs Steak House	\$ 300.00
Trigo Bakery	\$ 300.00
Casa Colina Restaurant	\$ 300.00
Kids Planet	\$ 300.00
Victorville Head Start	\$ 300.00
Lupitas Café	\$ 300.00
Hesperia Leisure League	\$ 500.00
Total:	\$2,900.00

5.6 Full-Time Faculty Overload Pay for 2008-09

Approval of the payment for full-time faculty overload pay for academic year 2008-2009. Fiscal Impact: \$44,684.00, budgeted General Fund  
\$8,652.00 to be reimbursed by Victor Valley Community College District Foundation.

5.7 Agreement – Independent Contractor – First Student

Approval of an Independent Contractor Agreement between Victor Valley Community College District and First Student to provide transportation for program participants. The period of this agreement is April 15, 2009 through June 30, 2009. Fiscal Impact: Budgeted item, not to exceed \$19,500.00 – Upward Bound Math & Science Program.

5.8 Agreement – Independent Contractor – First Student

Approval of an Independent Contractor Agreement between Victor Valley Community College District and First Student to provide transportation for program participants. The period of this agreement is April 15, 2009 through June 30, 2009. Fiscal Impact: Budgeted item, not to exceed \$19,500.00 – Upward Bound Program.

5.9 Agreement – Independent Contractor – Doug Treadway

Approval of an Independent Contractor Agreement between Victor Valley Community College District and Doug Treadway to facilitate a planning meeting/workshop focusing on environmental natural resource pathway for faculty and staff. The period of this agreement is April 15, 2009 through June 15, 2009. Fiscal Impact: Budgeted item, not to exceed \$550.00, funded by Title V grant.

5.10 Quarterly Financial Status Report (CCFS-311Q)

Acceptance of the Quarterly Financial Status Report. Fiscal Impact: None

5.11 Agreement – Besam US Inc.

Ratification of the agreement with Besam US Inc. to modernize the existing power assisted door openers. Fiscal Impact: \$7,989.00 previously budgeted Fund 71 expenditure.

- 5.12 Agreement – Biogin Consulting  
Ratification of the agreement with Biogin Consulting to provide Mojave Ground Squirrel Surveys at the property in Hesperia the district is currently in escrow to purchase for the Workforce Development Center, a voter approved local bond project. Fiscal Impact: \$19,000.00 – Locally Bond Funded.
- 5.13 Agreement – CHJ Inc.  
Ratification of the agreement with CHJ Inc. to provide a geotechnical investigation on the property in Apple Valley the district is currently planning to lease for the Public Safety Training Center, a voter approved local bond project. Fiscal Impact: \$25,380.00, Locally Bond Funded.
- 5.14 Agreement – Kunzman Associates  
Ratification of the agreement with Kunzman Associates to provide professional engineering services for a revised focused traffic analysis for the college campus. Fiscal Impact: \$6,800.00, Locally Bond Funded.
- 5.15 Board of Trustees Budget Transfer Request Report  
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.16 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.17 Foundation Donations  
Acceptance of the donations as college property from the Victor Valley College District Foundation of \$32,293.62 in-kind cash donations, (\$8,823.02 in scholarships) for a total amount of \$41,116.64. In addition the Foundation has also received property donations as listed. Donations are for the period ending February 2009. Fiscal Impact: None.
- 5.18 Agreement Renewal – Harland Technology Services  
Ratification of the agreements with Harland Technology Services to provide maintenance and licensing for the Scantron Scanner System. The period of the agreement is April 28, 2009 through April 27, 2010. Fiscal Impact: \$1,127.00, budgeted item.
- 5.19 Agreement – College Board  
Ratification of the agreement with College Board to obtain fifty retired Accuplacer test questions. This license agreement will provide college access to this data for research purposes through August 21, 2010. Fiscal Impact: None, license fee for this data was waived by the College Board Research and Development Department.
- 5.20 Academic Equivalency Request – Henry Ochoa  
Approval of Academic Equivalency Request for Henry Ochoa for the automotive discipline. Fiscal Impact: None
- 5.21 Academic Equivalency Request – Kelli Schiller  
Approval of Academic Equivalency Request for Henry Ochoa for non-credit ESL discipline. Fiscal Impact: None

## **ACTION AGENDA**

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

- 6.1 Separate approval of items pulled from consent agenda

6.2 CCCT Board Vote YES \_\_\_ NO \_\_\_  
Consider one vote for each of the ten vacancies for the CCCT board.

6.3 Spring Valley Lake Election YES \_\_\_ NO \_\_\_  
Discuss election and consider taking appropriate action.

**8. INSTRUCTION**

8.1 Grant Agreement – California Community Colleges Chancellor's Office YES \_\_\_ NO \_\_\_  
Acceptance of the Nursing Grant Agreement #08-116-62 between Victor Valley Community College District and the California Community Colleges Chancellor's Office which was approved by the Chancellor's Office on February 23, 2009. The period of the grant agreement is July 1, 2008 through June 30, 2010. Fiscal Impact: \$555,000.00 to the District.

**9. STUDENT SERVICES**

9.1 MOU between Public/Private Ventures and Mojave YES \_\_\_ NO \_\_\_  
Basin Youth Corps in Partnership with Victor Valley Community College  
Approval of the Memorandum of Understanding with Private/Public Ventures and Mojave Basin Youth Corps for College & Career Connections Fund grant from the James Irvine Foundation. Fiscal Impact: \$16,474.50 to the District (plus \$1,839.50 to the Victor Valley College Foundation).

9.2 MOU with Mojave Basin Youth Corps, Inc. and VVC Foundation YES \_\_\_ NO \_\_\_  
Approve the Memorandum of Understanding with Mojave Basin Youth Corps and Victor Valley College Foundation for College & Career Connections Fund grant from the James Irvine Foundation. Fiscal Impact: \$16,474.50 to the District (plus \$1,830.50 to the Victor Valley College Foundation).

**10. ADMINISTRATIVE SERVICES**

10.1 Non-Resident Tuition Fee YES \_\_\_ NO \_\_\_  
Approval of the non-resident tuition rate of \$190 (statewide basis.) This non-resident tuition fee will be effective for the 2009 fall semester. Fiscal Impact: The District collects approximately \$135,000 annually in non-resident tuition fees.

10.2 Request to Hold a Public Hearing and Adopt a Resolution and Approve the Victor Valley College Facilities Master Plan Draft Environmental Impact Report for the Victor Valley College Campus 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

Adoption of the resolution and approval of the Victor Valley College Facilities Master Plan Draft Environmental Impact Report.

Fiscal Impact: None

10.3 MOU Apple Valley Fire District YES \_\_\_ NO \_\_\_  
Approval of the Memorandum of Understanding with the Apple Valley Fire Protection District in the amount of \$1.00 per year for ninety-nine years. Fiscal Impact: \$1.00 per year for the duration of ninety-nine (99) year lease.

10.4 Notice of Cessation YES \_\_\_ NO \_\_\_  
Approval of the Notice of Cessation with Chevron Energy Solutions Company, a Division of Chevron, U.S.A. Inc. Fiscal Impact: None

10.5 Unilateral Change Order YES \_\_\_ NO \_\_\_  
Approval of the change order with Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc. Fiscal Impact: None

**11. HUMAN RESOURCES**

11.1 Public Hearing for District Initial Negotiations Proposal to AFT-PTFU for 2008/09 Reopeners 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

11.2 Memorandum of Understanding – CTA Contract, Article 18 YES \_\_\_ NO \_\_\_  
Approval of the Memorandum of Understanding revising Article 18 – Voluntary Reassignment. Fiscal Impact: None

11.3 Memorandum of Understanding – CTA Department Chair Compensation YES \_\_\_ NO \_\_\_  
Approval of the Memorandum of Understanding – CTA Department Chair Compensation. Fiscal Impact: Budgeted

**12. INFORMATION/DISCUSSION**

12.1 Monthly Financial Reports  
Submitted as an informational item.

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

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

13.1 Foundation

13.2 Employee Groups

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

**14. TRUSTEE COMMENTS**

- ASB

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

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

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

**16. ADJOURNMENT**

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

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



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

Date: March 10, 2009

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

## CALL TO ORDER

5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on March 10, 2009 in the Board Room of the Administration building. Mr. Range, Board President called the meeting to order at 5:01 p.m.

**TRUSTEE ROLL CALL: Present:** Joe Range, Board President; Angela Valles, Vice President; Dennis Henderson, Trustee, Don Nelson, Trustee, Christina Zambrano, Student Trustee

Absent: Bettye Underhill, Clerk and Christina Zambrano, 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, and Annette McComas (Recorder)

## PLEDGE OF ALLEGIANCE

Joe Range led the Pledge of Allegiance to the Flag.

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

**ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION:** Board President, Mr. Range, announced the items that the Board would consider in closed session.

## 2. CLOSED SESSION

- (a) LIABILITY CLAIMS - Government Code 54956.95  
Claimant: Michelle Ruiz
- (b) CONFERENCE WITH LEGAL COUNSEL--POTENTIAL LITIGATION  
Government Code Section 54956.9 (b)(3)(A)  
(1 case)
- (c) CONFERENCE WITH LEGAL COUNSEL--POTENTIAL LITIGATION  
Government Code Section 54956.9 (b)  
EEOC Claim Number 480-2009-00397
- (d) CONFERENCE WITH LABOR NEGOTIATORS – Government  
Code Section 54957.6 District Representative: Dr. Robert  
Silverman

Employee Organizations: AFT



Betty Underhill, Clerk arrived at 5:03 p.m.

**PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS:** None

At 5:03 p.m. Board President, Mr. Range recessed to closed session.

Christina Zambrano, Student Trustee arrived at 5:55 p.m.

**3. RECONVENE TO OPEN SESSION**

**6 p.m.**

At 6:03 Board President 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 by Michelle Ruiz was rejected and referred to our claims administrator for handling.

**PUBLIC COMMENTS RELATED TO AGENDA ITEMS:** The following individuals made a comment with respect to noted agenda items: None

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

Dr. Silverman reported that a review of the board policies is currently in progress. A subcommittee consisting of Don Nelson and Angela Valles has been working on chapter 2. The board must approve all of the policy changes. Policy review of the other chapters will be reviewed by the Vice President in their respective area. Recommended changes or updates for Chapters 3-8 will be forwarded to College Council and presented to the board for final approval. Chapter 2 will be submitted directly to the board from Don Nelson and Angela Valles.

As part of the Superintendent/President's report Dr. Silverman asked Dr. O'Hearn and Coach Debra Blanchard to lead the discussion on the ARCC data which is the Institutional Effectiveness measures that the Chancellor and legislature require. Dr. O'Hearn reported that the ARCC report is a new statewide initiative focused on accountability and student success. Data is provided by the Chancellor's Office and the college through the Office of Institutional Effectiveness. With our renewed emphasis on Program Review, the attention to SLOs and assessment, and the activities included in the Title V grant that we can make significant progress. In addition, the work of the Basic Skills Initiative team and curriculum development in English and Math has seen positive results. The cut scores on placement exams will be reevaluated so that students are placed in the correct class to be successful.

Debra Blanchard reported that through the Academic Senate and the Institutional Effectiveness committee there will be a campus-wide dialog in addressing the ARCC report specifically to curriculum. They will be looking at the offerings which are geared towards the Basic Skills student to ensure the correct classes are being offered. Transfer levels will also be reevaluated indicated on the curriculum report. Locations of the classes being offered will be reviewed to ensure that the needs of the Basic Skills students are met.

- **Faculty Senate**

Debra Blanchard provided copies of the press release that showcased the prestigious award received by the statewide Academic Senate. The award is given to the Academic Senate for their work on the Basic Skills Initiative statewide effort.

**5. CONSENT AGENDA**

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

- 5.1 Approval of the minutes of the January 29, 2009 special Board meeting and the February 10, 2009 regular Board meeting.
- 5.2 Agreement – Total Compensation System, Inc.  
Approval of the agreement between Victor Valley Community College District and Total Compensation Systems, Inc. for the completion of an actuarial study to provide the information necessary for the district's compliance with GASB 43 and 45. Fiscal Impact: Budgeted item, Fund 01, not to exceed \$9,500.00
- 5.3 Board of Trustees Budget Transfer Request Report  
Approval of the Board of Trustees Budget Transfer Request Report. Fiscal Impact – None.
- 5.4 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact – None.
- 5.5 Agreement – Samuel Sepuya, M.D.  
Approval of the agreement between Victor Valley Community College District and Samuel Sepuya, M.D. through August 26, 2009 to oversee portions of the Respiratory Therapy program as they relate in the hospital setting. Fiscal Impact: Budgeted item, \$4,000.00.
- 5.6 Out-of-State Travel – Student Travel  
Approval of the student travel to attend the Phi Theta International Convention in Grapevine, TX from April 16, 2009 through April 18, 2009. Students will be accompanied by Deanna Murphy. Fiscal Impact: None, ASB funds not to exceed \$5,000.00.
- 5.7 Out-of-State Travel – Student Travel  
Approval of the student travel to Washington, D.C. to attend the National Student Advocacy and Leadership Spring Conference from March 19, 2009 through March 24, 2009. Students will be accompanied by Robert Sewell. Fiscal Impact: None, ASB funds not to exceed \$10,000.00.
- 5.8 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: \$1,500.00 to the District.

Vendor:	Income to the District
George Elementary	\$ 300.00
Del Taco	\$ 300.00
El Pollo Loco	\$ 300.00
Sam's Chinese Buffet	\$ 300.00
Holiday Inn	\$ 300.00
Total:	\$1,500.00

- 5.9 Agreement – Contract Education Services – Terry Rowen  
Approval of the agreement between Victor Valley Community College District and Terry Rowen to provide workshops. The period of this agreement is from April 25, 2009 through June 30, 2009. Fiscal Impact: \$12,300.00 to the District.
- 5.10 Agreement – Contract Education Services – Millionaire Mind Training Center for Excellence, LLC  
Approval of the agreement between Victor Valley Community College District and Millionaire Mind Training Center for Excellence, LLC. The period of this agreement is from March 11, 2009 through June 30, 2009. Fiscal Impact: \$1,200.00 to the District.
- 5.11 Agreement – Contract Education Services – Irvine Property Management  
Approval of the agreement between Victor Valley Community College District and Irvine Property Management. The period of this agreement is from March 11, 2009 through June 30, 2009. Fiscal Impact: \$500.00 to the District.
- 5.12 Agreement – High Desert Hispanic Chamber of Commerce  
Ratification of the agreement with High Desert Hispanic Chamber of Commerce to be a sponsor for their February monthly meeting. Fiscal Impact: \$300.00 Public Information budget.
- 5.13 Agreement - La Ponderosa KWRN 1550  
Ratification of the agreement with La Ponderosa KWRN 1550 AM to advertise registration information for the Community Education Center in downtown Victorville. Fiscal Impact: \$1,000.00 Public Information budget.
- 5.14 Out-of-State Travel – Political Science  
Approval of the student travel to New York, NY. To attend the National Model United Nations conference from April 5, 2009 through April 12 2009. Students will be accompanied by Professor Bozonelos. Fiscal Impact: General Fund, \$7,500.00, ASB reimbursement \$2,500.00, student fellowships \$9,000.00, Individual fundraising \$3,000.00, student dues \$1,400.00.
- 5.15 Agreement (Second Amendment) – Community Hospital of San Bernardino  
Approval of the second amendment to the Education Affiliation agreement that was originally approved on March 1, 2007 between Victor Valley Community College and Community Hospital of San Bernardino. Fiscal Impact: None
- 5.16 Agreement – Independent Contractor  
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Principled Leadership Solutions to provide training on interest-based negotiations and decision making. This agreement is from March 11, 2009 through June 30, 2009. Fiscal Impact: Not to exceed \$5,000.00 reimbursed through mandated costs.
- 5.17 Academic Equivalency Request – Emily Skaftun (English)  
Approval of the academic equivalency request for Emily Skaftun (English). Fiscal Impact: None

- 5.18 Academic Equivalency Request – Leonard Lopez (Photographic Technology/Commercial Photography)  
Approval of the academic equivalency request for Leonard Lopez (Photographic Technology/Commercial Photography). Fiscal Impact: None
- 5.19 Second Reading - New Board Policy – BP 6341 Instruction to Bidders  
Approval of the new board policy 6341 Instruction to Bidders Non-Responsibility Determination & Due Process Hearing. Fiscal Impact: None
- 5.20 Agreement (Second Amendment) – Catholic Healthcare West  
Approval of the second amendment to the Education Affiliation agreement that was originally approved on March 1, 2007 between Victor Valley Community College and Catholic Healthcare West. Fiscal Impact: None
- 5.21 Agreement – Independent Contractor – Dr. Nick Andonov  
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Dr. Nick Andonov to provide professional advice to Human Resources regarding compliance issues. This agreement is from March 11, 2009 through June 30, 2009. Fiscal Impact: Budgeted item, not to exceed \$4,000.00.
- 5.22 Increase Contract Amount – Norman A. Traub & Associates Investigation Services  
Approval to increase the consultant agreement amount with Norman A. Traub Associates Investigation Services for an additional \$3,000 for the investigations of discrimination complaints. This contract was originally approved on July 8, 2008 for up to \$8,000 and was amended in November for up to \$15,000. Fiscal Impact: \$130.00 per hours plus expenses, increasing additional \$3,000.00.
- 5.23 Revised Department Chairperson's Pay for Spring 2008  
Approval of the revised payment for department chairperson, Leslie Huiner, for the spring 2008 academic year. Fiscal Impact: budgeted item, \$2,856.00
- 5.24 Agreement – ECORP Consulting, Inc.  
Ratification of the agreement with ECORP Consulting, Inc. for the Biological Constraints Analysis for 150 acres of land the college is considering purchasing for the Workforce Development Center. Fiscal Impact: \$1,800.00 – locally bond funded.

## **ACTION AGENDA**

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

- 6.1 Separate approval of items pulled from consent agenda

### **10. ADMINISTRATIVE SERVICES**

- 10.1 Honorarium Approval—Measure JJ Public Safety Eastside Safety Center  
It was MSC (Underhill/Nelson, 4-1, Valles, No) to approve the payment of honorarium to the two final unsuccessful bidders only if the bidder delivers quality good faith work product in consideration for an honorarium not to exceed \$20,000. Fiscal Impact: Not to exceed \$40,000 – budgeted item from bond proceeds.

10.2 Foundation Donations

It was MSC (Henderson/Nelson, 5-0) to accept the donations as college property from the Victor Valley College District Foundation of \$193,283.06 in-kind cash donations, (\$69,630.50 in scholarships) for a total amount of \$262,913.56. In addition the Foundation has also received property donations as listed. Donations are for the period ending January 2009. Fiscal Impact: None.

10.3 Bid Award – The Dumbell Man Fitness Equipment

It was MSC (Henderson/Nelson, 5-0) to approve to award the bid to The Dumbell Man Fitness Equipment for equipment for the Adapted PE Center. Fiscal Impact: \$124,834.54 fund 71 expenditure (This project is partially State funded and a portion of this may be reimbursable through the State. Any portion that is not reimbursable has been previously budgeted.)

10.4 Award of Contract – Rymax Electrical Inc.

It was MSC (Underhill/Nelson, 5-0) to approve to award the contract to Rymax Electrical Inc. for electrical switchgear replacement. Fiscal Impact: \$72,670.00 to be paid from a state deferred maintenance fund or Fund 71.

10.5 2009-10 Budget Assumptions

It was MSC (Nelson/Henderson, 5-0) to approve the proposed budget assumptions for fiscal year 2009-2010. Fiscal Impact: to be determined

**11. HUMAN RESOURCES**

11.1 New Classified Position and Job Description – Program Specialist,  
Special Grant Programs

It was MSC (Underhill/Nelson, 5-0) to approve the new classified position and job description. Fiscal Impact: State and Federal grants, Range 14 on Classified Salary Schedule, \$4,426-\$5,648 per month, plus benefits.

11.2 New Academic Position and Job Description – GEAR UP Program

It was MSC (Henderson/Nelson, 5-0) to approve the new academic position and job description. GEAR UP Program Counselor/Academic Advisor. Fiscal Impact: GEAR UP funds, \$49,803-\$77,993 per year, plus benefits.

11.3 New Management Position and Job Description – GEAR UP  
Associate Director

It was MSC (Nelson/Underhill, 5-0) to approve the new management position and job description. Fiscal Impact: GEAR UP funds Range 15 on the Administrative/Management/Confidential salary schedule \$5,265-\$6,724 per month, plus benefits.

11.4 Revised Job Description – Instructional Dean

It was MSC (Nelson/Henderson, 5-0) to approve the updated job description for Instructional Dean. Fiscal Impact: None

11.5 Management Appointment – Director of the Associate Degree Nursing Program and Allied  
Health

It was MSC (Underhill/Nelson, 5-0) to approve the contract for Geneva Baker for the position of Director of the Associate Nursing Program and Allied Health beginning on or after June 1, 2009. Fiscal Impact: Range 18, Step D of the Administrative Management Salary Schedule, \$8,404.00 per month, plus benefits.

**12. INFORMATION/DISCUSSION**

- 12.1 2008 Accountability Report for Community Colleges  
Submitted as an informational item.
- 12.2 Monthly Financial Reports  
Submitted as an informational item.
- 12.3 District Initial Negotiations Proposal to AFT-PTFU Contract  
Submitted as an informational item.
- 12.4 Superintendent/President Goals  
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  
Ginger Ontiveros
- 13.2 Employee Groups
  - a) CTA  
Mike Smith
  - b) CSEA  
Arlene Greene
  - c) AFT Part-Time Faculty United  
Carol Scissel

**14. TRUSTEE COMMENTS**

- ASB  
Christina Zambrano reported on ASB activities  
Don Nelson reported on theater production "Love Letters" and the men's basketball playoffs. Angela Valles and Dennis Henderson congratulated the faculty and staff on receiving the Academic Senate award.

**15. Public Comments Related to Non-Agenda Items - None**

**16. ADJOURNMENT**

It was MSC (Nelson/Underhill, 5-0) to adjourn the meeting at 6:48 p.m.

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Bettye Underhill, Clerk

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Date Approved

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

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

**TOPIC:** AGREEMENT – CHINO VALLEY INDEPENDENT FIRE DISTRICT

**SUBMITTED BY:** Scott Jones, Allied Health

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to approve an agreement between Victor Valley Community College District and Chino Valley Independent Fire District. The agreement commences on June 01, 2009 and will remain in effect unless terminated by either party upon thirty (30) days written notice to the other party provided, however, that no such termination shall be effective until the end of the academic term that is in session at that time or for cause pursuant to section VI-A of this agreement.

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

**Need:**

This agreement is to allow students to participate in Emergency Medical Technician and Emergency Medical Technician, Paramedic Programs and associated use of clinical facilities.

**Fiscal Impact:** None

**Recommended Action:**



It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Victor Valley Community College District and Chino Valley Independent Fire District. The agreement commences on June 01, 2009 and will remain in effect unless terminated by either party upon thirty (30) days written notice to the other party provided, however, that no such termination shall be effective until the end of the academic term that is in session at that time or for cause pursuant to section VI-A of this agreement.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

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

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

**TOPIC:** AGREEMENT - INDEPENDENT CONTRACTOR  
**SUBMITTED BY:** Jeffrey Holmes, Student and Workforce Development  
**RECOMMENDED BY:** Christopher O'Hearn   
**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Ken Robison. The period of this agreement is from April 16, 2009, through June 30, 2009.

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

**Need:**

The contractor will maintain and repair Victor Valley College DSPS scooters.

**Fiscal Impact:** Budgeted - Not to exceed \$300.00

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Ken Robison. The period of this agreement is from April 16, 2009, through June 30, 2009.

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

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




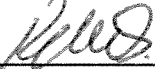
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** CURRICULUM CHANGES

**SUBMITTED BY:** Rebecca Drew, Instruction

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The College Curriculum Committee is meeting on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on February 26 and March 12, 2009 are listed on the attached sheet.

**Fiscal Impact:** None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

2008-2009 CURRICULUM COMMITTEE RECOMMENDATIONS

Feb 26 and Mar 12, 2009

COURSE	TITLE	CHANGE/JUSTIFICATION	DEGREE APPROPRIATE (NEW COURSE ONLY)	DATE
AGNR 150	Landscape Design	Course update		3/12/2009
ALDH 52	Paramedic Cardiology	Course update		3/12/2009
ART 142	Sculpture II	Course update		3/12/2009
BADM 102	Managerial Accounting	Course update		3/12/2009
BET 104	Beginning Word Processing/Typing: Word for Windows A/B/C	Course update		3/12/2009
BET 122	Intermediate Keyboard/Typing Modules A/B/C	Course update		3/12/2009
BIOL 213	Sexually Transmitted Diseases	New course	Transfer	3/12/2009
BSKL 12	Math Operations of Whole Numbers	New course		3/12/2009
ENGL 220	Modern Fiction	Course update		2/26/2009
GUID 56	Self-Esteem	New course		3/12/2009
MATH 30	Mathematics for Health Sciences	New course		3/12/2009
PE 162	Weight Training I	Course update		3/12/2009
PE 163	Weight Lifting II	Course update		3/12/2009
PEDA 160	Tap I	Course update		3/12/2009
PEDA 166	Ballet I	Course update		3/12/2009
PEDA 169	Yogalates	Course update		3/12/2009
PEDA 180	Dance in Musical Theater	New course	Transfer	3/12/2009
PHIL 207	Introduction to Critical Thinking	Course update		3/12/2009
PHYS 100	Introductory Physics	Course update		3/12/2009
SOC 101	Introduction to Sociology	Course update		3/12/2009
SOC 103	Marriage and Family Life	Course update		2/26/2009
SOC 107	The Ethnic Experience in American Society	Course update		2/26/2009

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

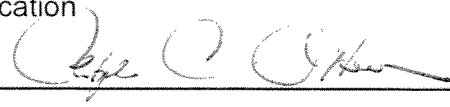
**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENTS - CONTRACT EDUCATION SERVICES

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

**RECOMMENDED BY:** Christopher O'Hearn

**APPROVED BY:** Robert Silverman



**Description/Background:**

The District desires to approve the Contract Education Services' agreements listed below to obtain a food handler's certification card.

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

Vendor:	Income to the District
Jali-Mex Taco	\$ 300.00
Los Robertos Restaurant	\$ 300.00
Idle Spurs Steak House	\$ 300.00
Trigo Bakery	\$ 300.00
Casa Colina Restaurant	\$ 300.00
Kids Planet	\$ 300.00
Victorville Head Start	\$ 300.00
Lupitas Café	\$ 300.00
Hesperia Leisure League	\$ 500.00
<b>Total:</b>	<b>\$2,900.00</b>

**Need:**

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

**Fiscal Impact:** \$2,900.00 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve the Contract Education Services' agreements listed above to obtain a food handler's certification card.

**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:** FULL-TIME FACULTY OVERLOAD PAY FOR 2008-2009

**SUBMITTED BY:** Rebecca Drew, Instruction



**RECOMMENDED BY:** Christopher O'Hearn

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to approve payment for full-time faculty overload pay for academic year 2008-2009 per the attached list.

**Need:**

Per Article 12 of the CTA Agreement

**Fiscal Impact:** \$44,684.00 – Budgeted – General Fund  
\$ 8,652.00 – to be reimbursed by Victor Valley Community College  
District Foundation

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees approve payment for full-time faculty overload pay for academic year 2008-2009 per the attached list.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

2008/09 FULL-TIME FACULTY OVERLOAD (BIG "O")


FACULTY	FA08	SP09	TOTAL	OVERLOAD	PAY
Bennett, Harry L.	0.53330	0.47140	1.00470	0.00470	\$ 188.00
Butros, Michael	0.49280	0.54520	1.03800	0.03800	\$ 1,520.00
Campbell, Bryce	0.49990	0.53320	1.03310	0.03310	\$ 1,324.00
Cass, Reiji	0.51420	0.49990	1.01410	0.01410	\$ 584.00
Dunsmore, Maggi	0.55000	0.55000	1.10000	0.10000	\$ 4,000.00
Foster, Frank	0.50000	0.53805	1.03805	0.03805	\$ 1,522.00
Glebe, Andrea	0.49990	0.53320	1.03310	0.03310	\$ 1,324.00
Golder, Patty	0.53320	0.53320	1.06640	0.06640	\$ 2,656.00
Graham, David	0.54280	0.64280	1.18560	0.18560	\$ 7,424.00
Harvey, Lisa	0.49285	0.55000	1.04285	0.04285	\$ 1,714.00
Heaberlin, Ed	0.50470	0.50000	1.00470	0.00470	\$ 188.00
Hoover, David	0.51420	0.50000	1.01420	0.01420	\$ 568.00
Jones, Scott	0.36925	0.76180	1.13105	0.13105	\$ 5,242.00
Malone, James Patrick	0.50115	0.49990	1.00105	0.00105	\$ 42.00
Miller, Thomas	0.52360	0.49030	1.01390	0.01390	\$ 556.00
Nelle, Stephen	0.55220	0.44985	1.00205	0.00205	\$ 82.00
Palmer, Rebecca	0.48885	0.52220	1.01105	0.01105	\$ 442.00
Ripley, Richard	0.53805	0.53805	1.07610	0.07610	\$ 3,044.00
Rowland, Dan	0.55285	0.55285	1.10570	0.10570	\$ 4,228.00
Slade, Neville	0.50465	0.49990	1.00455	0.00455	\$ 182.00
Sweet, John	0.55285	0.51000	1.06285	0.06285	\$ 2,514.00
Sypkens, Mary	0.50950	0.50955	1.01905	0.01905	\$ 782.00
Teel, Patricia J	0.49995	0.53330	1.03325	0.03325	\$ 1,330.00
Turner, Thomas	0.58950	0.46030	1.04980	0.04980	\$ 1,992.00
Visser, Michael	0.50470	0.50420	1.00890	0.00890	\$ 356.00
Wagner, Patricia	0.50940	0.49990	1.00930	0.00930	\$ 372.00
White, Christa	0.51370	0.50000	1.01370	0.01370	\$ 548.00
					\$ 44,684.00
<b>NURSING/EVENING/WEEKEND PROGRAM ACCOUNT #12-1203-4040</b>					
Cline, Diane	0.48720	0.57240	1.05960	0.05960	\$ 2,384.00
Doyle, John	0.50050	0.50050	1.00100	0.00100	\$ 40.00
Garcia, Diego	0.52010	0.52000	1.04010	0.04010	\$ 1,604.00
Longoria, Renate	0.50210	0.50205	1.00415	0.00415	\$ 166.00
Ramming, Alice	0.52590	0.52590	1.05180	0.05180	\$ 2,072.00
Thibeault, Sally	0.48725	0.57240	1.05965	0.05965	\$ 2,386.00
					\$ 8,652.00
<b>GRAND TOTAL</b>					<b>\$53,336.00</b>


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: Janet A. Long, TRIO Programs - Student Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

**Description/Background:**

The District desires to approve Independent Contractor Agreement between Victor Valley Community College District and First Student. The period of this agreement is from April 15, 2009, through June 30, 2009.

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

**Need:**

The above agreement is necessary to provide transportation for program participants who will be picked up from Lucerne Valley, Hesperia and Victor Valley High Schools and transported to Victor Valley Community College and various field trip locations throughout the fiscal year.

**Fiscal Impact:** Budgeted - Not to exceed \$19,500.00 - Upward Bound Math & Science Program

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve Independent Contractor Agreement between Victor Valley Community College District and First Student. The period of this agreement is from April 15, 2009, through June 30, 2009.

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

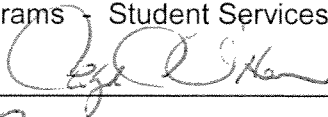
Reference for Agenda: YES \_\_\_ NO X


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: Janet A. Long, TRIO Programs - Student Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

**Description/Background:**

The District desires to approve Independent Contractor Agreement between Victor Valley Community College District and First Student. The period of this agreement is from April 15, 2009, through June 30, 2009.

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

**Need:**

The above agreement is necessary to provide transportation for program participants who will be picked up from Silverado, Hesperia and Victor Valley High Schools and transported to Victor Valley Community College and various field trip locations throughout the fiscal year.

**Fiscal Impact:** Budgeted - Not to exceed \$19,500.00 - Upward Bound Program

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve Independent Contractor Agreement between Victor Valley Community College District and First Student. The period of this agreement is from April 15, 2009, through June 30, 2009.

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

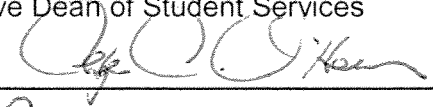
Reference for Agenda: YES \_\_\_ NO X

**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:** Victoria Hindes, Executive Dean of Student Services

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Doug Treadway. The period of this agreement is from April 15, 2009, through June 15, 2009.

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

**Need:**

To facilitate planning/meeting workshop focusing on environmental natural resource pathway for faculty and staff.

**Fiscal Impact:** Not to exceed \$550.00 – Funded by Title V Grant

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Doug Treadway. The period of this agreement is from April 15, 2009, through June 15, 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: QUARTERLY FINANCIAL STATUS REPORT (CCFS-311Q)

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

**Description/Background:**

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. Districts are required to provide copies to the Chancellor's Office and county schools of the completed form (Form CCFS-311Q) and a copy of the quarterly financial report required by Education Code '72413(g) and '84043 no later than five working days following the date of the governing board meeting.

**Need:**

State Mandate

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board of Trustees receive and enter these reports into the minutes of the meeting.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q  
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2008-2009  
Quarter Ended: (Q2) Dec 31, 2008

District: (990) VICTOR VALLEY

Your Quarterly Data is Certified for this quarter.

**Chief Business Officer**

**CBO Name:** GH Javaheripour

**CBO Phone:** 760-245-4271

**CBO Signature:** 

**Date Signed:** 3/13/09

**Chief Executive Officer Name:** Robert Silverman

**CEO Signature:** 

**Date Signed:** 03-03-09

**Electronic Cert Date:** 02/23/2009

**District Contact Person**

**Name:** Mary Pringle

**Title:** Director, Fiscal Services

**Telephone:** 760-245-4271

**Fax:** 760-843-0621

**E-Mail:** pringlem@vvc.edu

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California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511

Send questions to:  
Christine Atalig (916)327-5772 c.atalig@ccc.edu or Glen Campora (916)323-6899 g.campora@ccc.edu  
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CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2008-2009

Quarter Ended: (Q2) Dec 31, 2008

District: (990) VICTOR VALLEY

Line	Description	Actual 2007-06	Actual 2007-07	Actual 2007-08	Actual 2008-2009
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>A. Revenues:</b>					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	41,825,312	44,883,328	46,840,161	46,854,463
A.2	Other Financing Sources (Object 8900)	26,376	2,500,000	1,800,000	5,000,000
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	<b>41,851,688</b>	<b>47,383,328</b>	<b>48,640,161</b>	<b>51,854,463</b>
<b>B. Expenditures:</b>					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	40,077,056	44,599,735	45,846,168	50,000,000
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	713,159	2,217,440	2,399,795	1,500,000
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	<b>40,790,215</b>	<b>46,817,175</b>	<b>48,245,963</b>	<b>51,500,000</b>
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	<b>1,061,473</b>	<b>566,153</b>	<b>394,198</b>	<b>354,463</b>
D.	<b>Fund Balance, Beginning</b>	<b>1,199,326</b>	<b>2,200,299</b>	<b>2,766,452</b>	<b>3,160,650</b>
D.1	Prior Year Adjustments + (-)	0,500	0	0	3,000,000
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	<b>1,138,826</b>	<b>2,200,299</b>	<b>2,766,452</b>	<b>6,160,650</b>
E.	<b>Fund Balance, Ending (C. + D.2)</b>	<b>2,200,299</b>	<b>2,766,452</b>	<b>3,160,650</b>	<b>6,515,113</b>
	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	5.4%	5.9%	6.6%	12.7%

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)	9,154	8,746	9,360	10,070
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**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

Line	Description	Actual 2007-06	Actual 2007-07	Actual 2007-08	Actual 2008-2009
H.1	Cash, excluding borrowed funds			9,755,175	15,515,749
H.2	Cash, borrowed funds only			0	0
H.3	<b>Total Cash (H.1 + H.2)</b>	<b>5,486,635</b>	<b>11,683,411</b>	<b>9,755,175</b>	<b>15,515,749</b>

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Actual 2007-06	Actual 2007-07	Actual 2007-08	Actual 2008-2009
<b>I. Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	49,854,463	49,854,463	28,474,033	51,854,463
I.2	Other Financing Sources (Object 8900)	5,000,000	5,000,000	2,980,600	5,000,000
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	<b>54,854,463</b>	<b>54,854,463</b>	<b>30,474,033</b>	<b>55,654,463</b>
<b>J. Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,036,847	51,106,847	22,441,541	43,990,000
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	3,500,000	3,747,616	1,219,631	32,500,000
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	<b>54,536,847</b>	<b>54,854,463</b>	<b>23,661,172</b>	<b>43,110,000</b>
	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	<b>317,616</b>	<b>0</b>	<b>6,812,861</b>	<b>12,544,463</b>
L.	<b>Adjusted Fund Balance, Beginning</b>	<b>6,160,650</b>	<b>6,160,650</b>	<b>6,160,650</b>	<b>6,160,650</b>
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	<b>6,478,266</b>	<b>6,160,650</b>	<b>12,973,511</b>	<b>12,705,113</b>
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	11.9%	11.2%		

V. Has the district settled any employee contracts during this quarter? NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Personnel		Teachers		Miscellaneous	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
<b>a. SALARIES:</b>								
Year 1:								
Year 2:								
Year 3:								
<b>b. BENEFITS:</b>								
Year 1:								
Year 2:								
Year 3:								

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? This year? NO  
Next year? NO

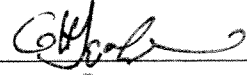
If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)


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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** AGREEMENT – BESAM US INC. - ASSA ABLOY

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** GH Javaheripour 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district wishes to enter into an agreement with Besam US Inc. – Assa Abloy to modify power assisted doors at two locations in the Performing Arts Center.

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

**Need:**

To modernize the existing power assisted door openers to ensure accessibility for all students, faculty and staff.

**Recommended Action/Fiscal Impact:** This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Besam US Inc. – Assa Abloy in the amount of \$7,989.00. – Previously budgeted Fund 71 Expenditure.

**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 – BIOGIN CONSULTING

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: GH Javaheripour [Signature]

APPROVED BY: Robert Silverman [Signature]

**Description/Background:**

The district wishes to enter into an agreement with BioGin Consulting to provide Mojave Ground Squirrel Surveys at the property in Hesperia the district is currently in escrow to purchase for the Workforce Development Center, a voter approved local bond project.

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

**Need:**

The above services are needed to comply with California Environmental Quality Act requirements.

**Recommended Action/Fiscal Impact:** This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with BioGin Consulting in the amount of \$19,000.00 as projected for the services described above. – Locally Bond Funded.

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 – CHJ INCORPORATED

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: GH Javaheripour [Signature]

APPROVED BY: Robert Silverman [Signature]

**Description/Background:**

The district wishes to enter into an agreement with CHJ Incorporated to provide a geotechnical investigation on the property in Apple Valley the district is currently planning to lease for the Public Safety Training Center, a voter approved local bond project.

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

**Need:**

The above services are needed to comply with California Environmental Quality Act requirements.

**Recommended Action/Fiscal Impact:** This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with CHJ Incorporated in the amount of \$25,380.00 as projected for the services described above. – Locally Bond Funded.

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

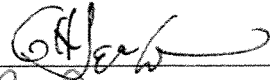
Reference for Agenda: YES \_\_\_ NO X


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: AGREEMENT – KUNZMAN ASSOCIATES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

**Description/Background:**

The district wishes to enter into an agreement with Kunzman Associates, to provide professional engineering services for a revised focused traffic analysis for the college campus.

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

**Need:**

The above services are needed to work effectively with the City of Victorville to ensure the Spring Valley Parkway / Peach realignment is completed in the districts best interest. This study will also evaluate the possibility of a traffic signal at the intersection of Spring Valley Parkway and CDC Way. This study is consistent with the Five Year and Long Range Facilities Master Plans and it will address traffic circulation and parking needs as called for under campus improvements of the voter approved local bond.

**Recommended Action/Fiscal Impact:** This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Kunzman Associates in the amount of \$6,800.00 as projected for engineering services to complete a revised traffic impact analysis study for the college. – Locally Bond Funded.

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

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



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES BUDGET TRANSFER REQUEST REPORT

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

**Description/Background:**

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

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board of Trustees approve the budget transfers as submitted.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**VICTOR VALLEY COLLEGE**  
**BUDGET TRANSFER REQUEST REPORT**  
From 02/12/08 to 03/19/09

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
378	F01	5990-Undistributed Accounts (Set up budget for Program)	6065-Director of Evening Ops.	Salaries Salaries & Benefits	39,100	39,100
382	F01	0836-Athletics Dept. (For Football Spirit Packs)	0847-Mens Football	5200-Travel/Conference-Instruc 4300-Instructional Supplies	6,851	6,851
388	F01	6470-TANF Grant (Supplies for TANF Grant)	6470-TANF Grant	5650-Contracts-Maint Agreements 4500-Other Supplies	4,000	4,000
389	F71	6595-Redevelopment Passthrough (For Supplies)	6595-Redevelopment Passthrough	6200-Buildings-New & Remodel 4500-Other Supplies	2,000	2,000
390	F01	6770-Purchasing (To cover negative balance)	6770-Purchasing	6299-Buildings-Lease/Purchase 5630-Contracts-Rents & Leases	5,496	5,496
390	F01	6772-Security/Parking (Correct Site #)	5990-Undistributed Accounts	Salaries & Benefits Salaries & Benefits	45,654	45,654
390	F01	4936-Tutors (Tutor Benefits)	4936-Tutors	Salaries Salaries & Benefits	1,250	1,250
390	F01	4925-Partnership for Excellence (Close PFE budget)	5990-Undistributed Accounts	Salaries & Benefits Salaries	149,081	149,081
397	F01	1203-RN Program (For Supplies & Equipment)	1203-RN Program 1203-RN Program	4300-Instructional Supplies 4300-Instructional Supplies 6400-New Equipment	2,500 28,302	30,802
400	F01	1004-Music (Replacement Equip)	1004-Music	5840-Contracted Services 4300-Instruc Supplies	1,000	1,000
401	F01	4940-Learning Center (To cover negative balance)	4940-Learning Center	Salaries Salaries & Benefits	17,140	17,140
407	F01	6060-Dean Vocational Programs (To cover expenses in Electronics)	0934-Electronics & Elec Tech 0934-Electronics & Elec Tech 6060-Dean Vocational Programs	5900-Other Expense 4300-Instruc Supplies 5200-Travel Salaries	155 1,559 6,064	7,778
408	F01	6455-Dean of Student Services (To Cover Negative Balances)	6455-Dean of Student Services 6455-Dean of Student Services 6455-Dean of Student Services 6455-Dean of Student Services 6455-Dean of Student Services	Salaries Salaries & Benefits 7610-Student Book Service 5900-Other Expense 4500-Other Supplies 5840-Contracted Services	2,905 1,300 672 2,512 612	8,001
410	F01	4934-Basic Skills (Move to new Subprogram #)	4934-Basic Skills	Salaries Salaries & Benefits	15,000	15,000

**VICTOR VALLEY COLLEGE**  
**BUDGET TRANSFER REQUEST REPORT**  
From 02/12/08 to 03/19/09

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
416	F01	1305-Child Development (CDC Expenses)	1305-Child Development	4300-Instruc Supplies 5900-Other Expense		10,000 10,000
420	F01	1900-Physical Sciences (Travel expenses)	1900-Physical Sciences	4300-Instruc Supplies 5200-Travel		100 100
422	F01	6510-Maintenance & Operations 6510-Maintenance & Operations (For supply expenses)	6510-Maintenance & Operations	5630-Contracts-Rents & Leases 5840-Contracted Services 4500-Other Supplies		2,000 3,000 5,000
424	F01	6040-Dean Academic Programs (Software expense)	0400-Biological Sciences	5691-Prior Year Rollover 4310-Instructional Software		1,015 1,015
425	F01	6040-Dean Academic Programs (Software expense)	0400-Biological Sciences	5691-Prior Year Rollover 4310-Instructional Software		76 76
429	F01	6785-Datatel (To cover negative balances)	6785-Datatel 6785-Datatel	4500-Other Supplies Salaries 5900-Other Expense		4,100 4,000 100
431	F01	6040-Dean Academic Programs (Travel expense)	6040-Dean Academic Programs	6400-New Equipment 5200-Travel		5,047 5,047
440	F01	6450-VP Student Services 6450-VP Student Services 6450-VP Student Services (Site correction)	6455-Dean of Student Services 6455-Dean of Student Services 6455-Dean of Student Services	Salaries Salaries Salaries 4500-Other Supplies 5202-Travel 5840-Contracted Services		16,320 14,218 30,538 11,302 2,000 9,302
441	F01	6040-Dean Academic Programs 6040-Dean Academic Programs (Account cleanup)	Various Programs 0400-Biological Sciences 1900-Physical Sciences 6040-Dean Academic Programs 0400-Biological Sciences 1900-Physical Sciences	6400-New Equipment Salaries Salaries & Benefits 4300-Instruc Supplies 4300-Instruc Supplies 4300-Instruc Supplies 4300-Instruc Supplies 6400-New Equipment 6400-New Equipment		106,353 27,370 81,294 249 48,162 49 3,254 715
448	F01	0934-Electronics & Electronic Tech 0934-Electronics & Electronic Tech (Instructional Software Exp)	0934-Electronics & Electronic Tech	5840-Contracted Services 5640-Contracts-Repairs 4310-Instructional Software		945 161 1,106
451	F01	5990-Undistributed Accounts (People Admin)	6730-VP-Human Resources	7900-Reserve for Contingencies 5650-Contracts-Maint Agreements		31,000 31,000

**VICTOR VALLEY COLLEGE**  
**BUDGET TRANSFER REQUEST REPORT**  
From 02/12/08 to 03/19/09

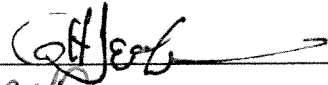
Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
452	F01	3002-Restaurant/Food Svc Mgmt		5691-Prior Year Rollover		919
			3002-Restaurant/Food Svc Mgmt	4300-Instructional Supplies	919	
		3002-Restaurant/Food Svc Mgmt		5640-Contracts Repairs		125
		3002-Restaurant/Food Svc Mgmt		5840-Contracted Services		497
		(Supply exp)	3002-Restaurant/Food Svc Mgmt	4300-Instructional Supplies	622	
<hr/>						
456	F01	6670-VP Admin Services		5691-Prior Year Rollover		3,060
			0700-Computer & Info Science	6410-Untaggable Furniture	3,060	
		(3 Aeron Stools)				
<hr/>						
457	F01	1207-Respiratory Therapy		Salaries		2,700
			1207-Respiratory Therapy	Salaries	2,700	
		(Salary Exp)				
<hr/>						
460	F71	6455-Dean of Student Services		Salaries		800
			6455-Dean of Student Services	5840-Contracted Services	800	
		6455-Dean of Student Services		Benefits		1,935
			6455-Dean of Student Services	Salaries & Benefits	1,935	
		(To cover negative balances)				
<hr/>						
461	F71	6787-Institutional Research		4500-Other Supplies		1,100
			6787-Institutional Research	5650-Contracts Maint Agreements	1,100	
		(Scrantron Scanning Sys Renewal)				
<hr/>						
463	F01	6420-DSPS		5840-Contracted Services		12,440
			6420-DSPS	4300-Instructional Supplies	1,000	
			6420-DSPS	5200-Travel	1,000	
			6420-DSPS	4500-Other Supplies	1,000	
			6420-DSPS	4310-Instructional Software	9,440	
		(To cover negative balances)				


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

**Description/Background:**

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

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**BOARD PAYMENT REPORT  
 BAORD OF TRUSTEES MEETING, APRIL 08, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 567	\$ 14,335.45					
BATCH 568 VOIDED						
BATCH 568A	\$ 4,901.00					
BATCH 569 VOIDED						
BATCH 569A	\$ 1,745.00					
BATCH 570	\$ 25,812.02					
BATCH 571	\$ 2,405.48					
BATCH 572	\$ 4,698.00					
BACH 573			\$ 409.15			
BATCH 574	\$ 2,703.49					
BATCH 575	\$ 2,914.00					
BATCH 576	\$ 4,358.55					
BATCH 577	\$ 396.00					
BATCH 578	\$ 1,776.20					
BATCH 579			\$ 27,935.70			
BATCH 580	\$ 1,715.40					
BATCH 581	\$ 9,081.92					
BATCH 581A	\$ 33,054.23					
BATCH 582	\$ 5,123.57					
BATCH 582A	\$ 5,605.49					
BATCH 583						
BATCH 584	\$ 46,398.80					
BATCH 585 VOID						\$96.82
BATCH 585A	\$ 26,790.96					
BATCH 586						
BATCH 587	\$ 363.50					
BATCH 588 VOID						
BATCH 588A	\$ 2,097.75					
BATCH 589	\$ 3,190.47					
BATCH 590 VOID						
BATCH 591A	\$ 1,594.16					
BATCH 591A	\$ 952.85					
BATCH 592	\$ 24,477.68					
BATCH 592A	\$ 1,829.66					
		\$3,129.94				

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, APRIL 08, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 593	\$ 2,355.84					
BATCH 594	\$ 99,545.11					
BATCH 594A	\$ 14,421.13					
BATCH 595	\$ 60.00					
BATCH 596	\$ 16,090.16					
BATCH 597	\$ 7,504.18					
BATCH 598				82.06		
BATCH 599	\$ 12,673.51					
BATCH 600 VOID						
BATCH 600A	\$ 199,316.00					
BATCH 601	\$ 7,267.20					
BATCH 601A	\$ 12,748.07					
BATCH 602	\$ 10,064.92					
BATCH 603	\$ 61.49					
BATCH 604	\$ 768.14					
BATCH 605	\$ 971.84					
BATCH 606	\$ 954.22					
BATCH 607	\$ 6,155.00					
BATCH 607A	\$ 1,547.50					
BATCH 608	\$ 330.48					
BATCH 609	\$ 491.35					
BATCH 610	\$ 743.78					
BATCH 611			\$ 1,295.90			
BATCH 612	\$ 673.00					
BATCH 613	\$ 520.17					
BATCH 614	\$ 735.00					
BATCH 615	\$ 220.62					
BATCH 616						
BATCH 616A			\$ 19,775.29			
BATCH 617			\$ 58,540.00			
BATCH 617A			\$ 32,025.60			
BATCH 618	\$ 11,401.19		\$ 43,296.30			
BATCH 618A	\$ 2,652.52					
BATCH 619	\$ 2,700.44					
BATCH 620 VOID						
BATCH 621	\$ 766.99					
BATCH 622	\$ 761.93					
BATCH 623	\$ 1,182.00					

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, APRIL 08, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 624 VOID						
BATCH 624A	\$ 2,397.17					
BATCH 625	\$ 2,265.00					
BATCH 626	\$ 4,217.41					
BATCH 627	\$ 5,689.80					
BATCH 628			\$ 716.00			
BATCH 629	\$ 14,244.22					
BATCH 630	\$ 907.20					
BATCH 631	\$ 1,240.00			\$ 50.00		
BATCH 632						
BATCH 633	\$ 2,869.54					
BATCH 634	\$ 1,545.96					
BATCH 635	\$ 6,688.00					
BATCH 636	\$ 33,752.56					
BATCH 637			\$ 8,068.00			
BATCH 638	\$ 10,686.13					
BATCH 638A	\$ 5,277.75					
BATCH 639	\$ 26,606.67					
BATCH 640						
BATCH 641	\$ 27,572.02					
BATCH 642	\$ 5,264.72					
<b>TOTAL</b>	<b>\$ 795,229.56</b>	<b>\$3,129.94</b>	<b>\$ 192,061.94</b>	<b>\$361.56</b>	<b>\$0.00</b>	

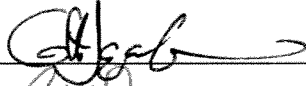


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: FOUNDATION DONATIONS

SUBMITTED BY: Victor Valley College Foundation

RECOMMENDED BY: G.H. 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 \$32,293.62 in-kind cash donations, \$8,823.02 in scholarships) for a total amount of \$41,116.64. In addition the Foundation has also received property donations as listed. These donations are for the period ending February 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 \_\_\_

**VVC FOUNDATION SUPPORT TO VVC**  
**Expenditures Made From Cash Donations**  
**February, 2009**

<b>Project Description</b>	<b>Post date</b>	<b>Trans. Amount</b>	<b>Account Description</b>	<b>Reference</b>
Athletics-General	2/10/09	\$ 85.00	Dues & Subscriptions	Dues for Baseball Coaches
Track & Field	2/17/09	\$ 1,000.00	Equipment / Supplies	Transfer to VVC Cross Country Trust
Women's Basketball	2/17/09	\$ 500.00	Hospitality	Hosting Junior High Basketball Tournament
Women's Basketball	2/10/09	\$ 170.78	Equipment / Supplies	Sweatshirts for Women's Basketball
<b>Athletics Total:</b>		<b>\$ 1,755.78</b>		
CNSA of VVC	2/10/09	\$ 263.98	Meals	Reimbursement for NP1 Welcome Lunch
Fail - Even Nursing Class	2/17/09	\$ 95.87	Printing	Reimbursement for Fall '08 Nursing Yearbook
Fail - Even Nursing Class	2/10/09	\$ 2,717.79	Printing	Fall '08 Nursing Yearbooks
Fail - Even Nursing Class	2/10/09	\$ 200.00	Outside Labor	Reimbursement for bagpiper for Nursing Graduation
<b>Nursing Total:</b>		<b>\$ 3,277.64</b>		
Paramedic Academy	2/26/09	\$ 150.00	Admission / Entry Fees	Refund of Testing Fees
<b>Paramedics Total:</b>		<b>\$ 150.00</b>		
Charles A. Peterson Memorial - Growth	2/17/09	\$ 2,500.00	Scholarships	Scholarships Received thru 02/17/09
General Scholarship Clearing Fund	2/17/09	\$ 5,543.62	Scholarships	Scholarships Received thru 02/17/09
PREPAID-Victorville Elks Lodge	2/17/09	\$ 2,500.00	Scholarships	Scholarships Received thru 02/17/09
PREPAID-Willmas Charitable Trust	2/17/09	\$ 6,750.00	Scholarships	Scholarships Received thru 02/17/09
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMCC

**WVC FOUNDATION SUPPORT TO WVC**

**Expenditures Made From Cash Donations**

February, 2009

<b>Project Description</b>	<b>Post date</b>	<b>Trans. Amount</b>	<b>Account Description</b>	<b>Reference</b>
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMMC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMMC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMMC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMMC
VVC Nursing Weekend College	2/11/09	\$ 750.00	Scholarships	Spring '09 Scholarship - SMMC
<b>Scholarships Total:</b>		<b>\$ 32,293.62</b>		
The California Wellness Foundation	2/10/09	\$ 3,639.60	Grants Awarded	Grant Admin. 01/14/09-02/10/09
<b>TCWF Total:</b>		<b>\$ 3,639.60</b>		
<b>GRAND TOTAL:</b>		<b>\$ 41,116.64</b>		

Victor Valley College District Foundation, Inc.  
 Gifts In Kind

February, 2009

Date	Constituent	Fund	Gift Value	Reference
4/30/2008	John H. Sweet	VVC-Auto	\$1,500.00	Fuel, tool box, computer cables and software, t
6/29/2008	Ann Thompson	VVC-Theatre	\$952.00	Clothing and furniture
11/20/2008	Comfort Systems INC.	VVC-Auto	\$4,800.00	1975 Ford F-250
11/20/2008	John H. Sweet	VVC-Auto	\$631.00	Spark Plug sand blaster, SST Stimulator Tester, F
12/1/2008	Robert Lisenbee	VVC-Construction	\$1,200.00	Supergrind Woodturners Master kit, Rabbet blo
12/4/2008	Xochitl Morales	FR-Library	\$20.00	Book
1/7/2009	Marjorie L. Milroy	VVC-Theatre	\$1,000.00	17 bags of books
1/7/2009	John M. Wehrle	FR-Library	\$150.00	19 philosophy books
2/7/2009	Robert Silverman	EVENTS-HOF 09	\$132.42	(14) 8 1/2 X 11 Sign Holders
2/7/2009		EVENTS-HOF 09	\$26.93	(5) 8 x 10 Sign holders
		<b>Grand Total:</b>	<b>\$10,412.35</b>	

10 Gift(s) listed

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

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

**TOPIC:** AGREEMENT RENEWAL – HARLAND TECHNOLOGY SERVICES

**SUBMITTED BY:** Virginia Moran, Institutional Effectiveness

**RECOMMENDED BY:** Virginia Moran

**APPROVED BY:** Robert Silverman

**Description/Background:**

The district wishes to renew it's software license agreement and maintenance agreement with Harland Technology Services for the period of April 28, 2009 – April 27, 2010. Harland Technology Services provides maintenance and licensing for the Scantron Scanner System. This system is used by the Research Office to process district wide evaluations and surveys.

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

License Renewal - \$228.00

Maintenance Renewal - \$899.00

**Need:**

These agreements are needed to maintain the Scantron Scanner System.

**Fiscal Impact:** Total for both is \$1,127.00 – Budgeted Item

**Recommended Action:**

These items have been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreements with Harland Technology Services for the total amount of \$1,127.00

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

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


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

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

**TOPIC:** AGREEMENT – COLLEGE BOARD

**SUBMITTED BY:** Virginia Moran, Institutional Effectiveness

**RECOMMENDED BY:** Virginia Moran 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district wishes to enter into a license agreement with the College Board to obtain fifty (50) retired Accuplacer test questions, their respective answers and b values in the following areas in order of difficulty: Elementary Algebra, Arithmetic, College-level Math. Test questions will be used by faculty to conduct content validation, ensuring that test items are aligned to their courses. This license agreement will give the college access to this data for research purposes only for the period of March 20, 2009 through March 31, 2011.

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

**Need:**

This data is needed to provide content validation per matriculation regulations.

**Fiscal Impact:**

None – License fee for this data was waived by the College Board Research and Development Department.

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

SUBMITTED BY: Equivalency Committee—Debra Blanchard, Chairperson

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Robert Silverman *RS*

**Description/Background:**

The equivalency listed below has been approved by the appropriate Department, Division Dean, and Academic Senate for the disciplines indicated.

HENRY OCHOA -- AUTOMOTIVE

EQUIVALENCY

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

**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:** APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

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

**RECOMMENDED BY:** Fusako Yokotobi *Fusako Yokotobi*

**APPROVED BY:** Robert Silverman *Robert Silverman*

**Description/Background:**

The equivalency listed below has been approved by the appropriate Department, Division Dean, and Academic Senate for the disciplines indicated.

KELLI SCHILLER – NON-CREDIT - ESL

**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 qualifications 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 X BOARD INFORMATION (no action required) \_\_\_

TOPIC: VOTE FOR THE CCCT BOARD

SUBMITTED BY: Joe Range, President, Board of Trustees

RECOMMENDED BY: Robert Silverman *[Signature]*

APPROVED BY: Robert Silverman *[Signature]* \_\_\_\_\_

**Description/Background:**

According to the February 27, 2009 letter from the CCLC,

"The election of members of the CCCT board of the League will take place between March 10 and April 25, 2009. There are seven vacancies on the board. In accordance with the CCCT Board Governing Policies as amended and adopted by the board in June 2008, the terms are now three-year terms. Each member community college district board of the League shall have **one vote for each of the seven vacancies** on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve three-year terms. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The 15 trustees who have been nominated for election to the CCCT board are listed on the attached sheets.

**Need:**

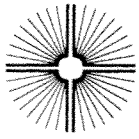
**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board consider one vote for each of the seven vacancies for the CCCT board and take appropriate action.

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

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



COMMUNITY COLLEGE LEAGUE  
OF CALIFORNIA

DATE: February 27, 2009  
TO: California Community College Trustees  
California Community College District Chancellors/Superintendents  
FROM: Judy Centlivre  
SUBJECT: CCCT BOARD ELECTION — 2009

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The election of members of the CCCT board of the League will take place between March 10 and April 25. There are seven vacancies on the board. In accordance with the CCCT Board Governing Policies as amended and adopted by the board in June 2008, the terms are now three-year terms.

Each member community college district board of the League shall have one vote for each of the seven vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve three-year terms. In the event of a tie vote for the last position to be filled the CCCT board will vote to break the tie.

The 15 trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order. An official ballot for the election is also enclosed in this mailing to each community college district chancellor/superintendent as well as copies of the biographic sketch form and statement of candidacy of each of the 15 candidates.

Please remember that: *1) ballots must be signed by the board secretary and board president or vice-president; and 2) ballot return envelopes must have no identifying information or signatures.* Official ballots must be signed and returned to the League office, **postmarked no later than April 25**. Faxed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT President and the results announced at the CCCT Annual Conference.

If you have any questions on the CCCT board election, please call the League office.

Attachments:

List of Candidates  
CHANCELLORS/SUPERINTENDENTS ONLY:  
Official Ballot and Return Envelope  
Candidates' Biographic Sketches and Statements

RECEIVED

MAR 03 2009

PRESIDENT'S OFFICE

2009 CCCT ELECTION  
CANDIDATES IN RANDOM DRAWING ORDER.

1. Cy Gulassa, Peralta CCD
2. Janet Chaniot, Mendocino-Lake CCD
3. Nancy Chadwick, Palomar CCD
4. Marcia Zableckis, Barstow CCD
5. Jerry Hart, Imperial CCD
6. John Rodgers, Kern CCD
7. Douglas Otto, Long Beach CCD
8. \*Manny Ontiveros, North Orange County CCD
9. Jacqueline Simon, MiraCosta CCD
10. Christopher Stampolis, West Valley-Mission CCD
11. \*Jeanette Mann, Pasadena Area CCD
12. Carmen Avalos, Cerritos CCD
13. Eva Kinsman, Copper Mountain CCD
14. \*Bernard "Bee Jay" Jones, Allan Hancock Joint CCD
15. Louise Jaffe, Santa Monica CCD

\* Incumbent

## CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

### Personal

Name: Cy Gulassa Date: February 11, 2009  
Address: 6145 Harwood Avenue,  
City: Oakland Zip: 94618  
Phone: (Office) 510 428 9130 (Cell) 510 551 8359  
E-Mail: cgulassa@peralta.edu

### Education

Certificates/Degrees: BA English, St. Joseph's (IN); MA English, UC Berkeley  
(40 units various CCs)

### Professional Experience

Present Occupation: Peralta CC Trustee; Consultant for the California Collegiate Brain Trust.  
Other: English Instructor De Anza College, (30 years, ret); President, Faculty Association of Foothill/DeAnza College (15 years); Editor, writer various publications.

### Community College Activities

College District Where Board Member: Peralta Community College District  
Years of Service on Local Board: Just reelected, now commencing 5<sup>th</sup> year  
Offices and Committee Memberships Held on Local Board: President; Vice President; Chair of Policy Review Committee; Former chair of Information Technology Committee; Member of Audit and Finance, and Standards committees; Board member Peralta Foundation.

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc. The following activities span years 1982-2000: President (2 years) and board member (15 years) of Faculty Association of California Community Colleges; President (2 years) and Board member (7 years) of California Community College Independents; President of Bay Faculty Association (four years); Member of panel to review the Master Plan for Higher Ed; Chair of the State Task Force (AB1725) on reform of CC personnel issues; Member of Chancellor's Committee on Study Abroad; Member of the Chancellor's Consultation Committee (3 years); Member California Community College Coalition (2 years); Accreditation Team Member to 3 colleges; Published over 100 articles on CC issues; Speaker and presenter on AB1725 personnel and governance

reforms at numerous workshops sponsored by the Chancellor, League, State Academic Senate, FACCC, and individual CC districts.

National Activities (ACCT and other organizations, boards, committees, etc.):  
Attended ACCT conferences; Member Peralta committee on federal legislative relations.

**Civic and Community Activities**

(Span years 1997-2008): Member, Rockridge Community Planning Council (8 years); Chief Editor, Rockridge News (10 years); participant in various community projects and activities.

**Other**

Faculty Member of the Year, FACCC, 1995  
Honored by State Assembly (1986) and Senate (1995) resolutions  
Letter of Commendation, President Clinton, 1995

# CCCT BOARD

## STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Janet Chaniot DATE: February 4, 2009

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

### Issues:

- Budget crisis
- Resources to accomplish mission/goals
- Student access, success, diversity

### Activities:

- Publicize CC role as primary economic engine for moving California forward
- Implement CCLC Strategic Plan
- Support measures for funding equity
- Publish best practices for CC governance, student access, success, and diversity

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

- experience in secondary and community college education (teacher, administrator, board member)
- visionary leadership, creating educational opportunities for students
- work with national and international educational, business, and other organizations to articulate visions and paths to realization.
- perspective of small, rural colleges in partnership with other colleges, regions





# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

## PERSONAL

Name: Janet Chaniot Date: February 4, 2009  
Address: 9430 West Road  
City: Potter Valley, CA Zip: 95469  
Phone: (707) 743-1310 (707) 972-6722  
(home) (office)  
E-Mail: kiks@pacific.net

## EDUCATION

Certificates/Degrees: B.A. – University of Michigan, Ann Arbor, M.S. – University of California, Berkeley, M.A. – University of San Francisco, Teaching Credential, Administrative Services Credential

## PROFESSIONAL EXPERIENCE

Present Occupation: Retired Teacher/Administrator, Mediator for North Coast Resolutions (community and restorative justice mediation, Teen Peer Court), small business owner (document preparation and editing)

Other: Experience in Education: Part-time Instructor at Mendocino College, with service on the Curriculum Committee and the Academic Senate; Administrator/Teacher in private alternative high school during a period of successful State Department of Education campaign to regain a public K-12 school; Department Chair at Colegio Roosevelt in Lima, Peru; Coordinator/Coach of Model United Nations teams at two schools for conferences at U.C. Berkeley, the U.N. in new York city, and the International Court of Justice in The Hague, Netherlands

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Mendocino-Lake community College District

Years of Service on Local Board: 7

Offices and Committee Memberships Held on Local Board: Chair (currently in second term), Vice-Chair (two terms), Clerk, Policy Committee member

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc)

Meetings with legislators to improve understanding of CC issues and to lobby for legislation which improves the CC system.

Active participant in numerous educational conferences, including community college trustee and legislative conferences. Current member of CCLC-ACES.

National Activities (ACCT and other organizations, boards, committees, etc.):

Work with Congressman Mike Thompson to support the Community College Caucus.

Participant in the 2005 Higher Education Law and Policy Institute.

#### **CIVIC AND COMMUNITY ACTIVITIES**

California Retired Teachers Association (local newsletter editor).

Local Community Services Board (member).

Western Association of Schools and Colleges (WASC school accreditation visiting committee chairperson)

North Coast Resolutions (board member, volunteer mediator)

#### **OTHER**

National Council of Teachers of English (NCTE)

Chair, Standing Committee on International Concerns

Chair, Committee to implement Robert Shafer Memorial Award for excellence in teaching English as a global language

Presenter at numerous national and international conferences

World Council for Curriculum and Instruction, participant at Triennial Conference in Amritsar, India

International Federation for the Teaching of English, presenter at the Melbourne, Australia Quadrennial Convention



CCCT BOARD  
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: NANCY C. CHADWICK DATE: January 26, 2009

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

**MAJOR ISSUES:**

- **Legislative Agenda for Prop 98 Mandated Funding, Property Tax Backfill Mandate, and Budgetary Hold Harmless Provisions**
- **Transfer Policy and Student Success Measures**
- **Green Campuses and Sustainability Policy**

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

**CONTRIBUTIONS:**

- **Community College Board of Trustees President**
- **Nearly 30 years in higher education with experience in budget and planning, capital planning, academic management, and adjunct clinical faculty**
- **Retired from the University of California with service on four campuses: UC Los Angeles, UC Riverside, UC Davis Medical Center, and UC San Francisco**



# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

## PERSONAL

Name: Nancy C. Chadwick Date: January 26, 2009

Address: 5059 Nighthawk Way

City: Oceanside Zip: 92056

Phone: (760) 945-5365  
(home) (office)

E-Mail: nancychadwick@cox.net

## EDUCATION

Certificates/Degrees: Bachelor of Arts, University Of Kansas; Master of Social Work, Catholic University; Master of Public Administration, California State University, Sacramento

## PROFESSIONAL EXPERIENCE

Present Occupation: Retired from the University of California; 30 years in Higher Education

Other: Public social agencies for ten years in supervision and management

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Palomar Community College District

Years of Service on Local Board: Elected 2002; Re-elected 2004; Re-elected 2008

Offices and Committee Memberships Held on Local Board: \_\_\_\_\_

• President of the Board 2004-2005, 2008-09

• Secretary to the Board 2003-2004, 2007-08

• Real Estate Committee 2002-2009; Palomar Foundation Board 2000-2002

State Activities (*CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc*) CCLC Advisory Committee on Legislation - 2008-09

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National Activities (*ACCT and other organizations, boards, committees, etc.*): \_\_\_\_\_

- **President: San Diego - Imperial Counties Community College Association (SDICCCA) Board Alliance - 2007 and 2008**

**CIVIC AND COMMUNITY ACTIVITIES**

- **President: 2007 and 2008 KOCT Board of Directors**
  - **Oceanside Charitable Foundation, Board of Directors**
- 
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- 
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**OTHER**

- **Association of Community College Trustees**
- **American Association for Women in Community Colleges**
- **California Women Lead**



CCCT BOARD  
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Marcia Zableckis DATE: February 5, 2009

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

The major issue is to continue to offer quality education during a financial crisis. Equal treatment when it comes to the backfill of property taxes is vital for recovery. We also need to be the source of workshop training, as we are the safety net for the state unemployment.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I continually look at all sides of an issue to ensure that the decision is the best for the majority. I advocated for quality education throughout my teaching career and continue as a trustee. Students have always been my focus and the future of California is in their success.





# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

## PERSONAL

Name: Marcia Zableckis Date: February 5, 2009  
Address: 900 Windy Pass  
City: Barstow Zip: 92311  
Phone: (760) 252-3509 (760) 217-0202  
(home) (office)  
E-Mail: marciazdrs@aol.com

## EDUCATION

Certificates/Degrees: Master of Education from Fresno Pacific, California Teaching Certificate from Cal State University San Bernardino, BA from University of Lavern, AA degree Barstow Community College, and Early Childhood Certificate from Barstow Community College.

## PROFESSIONAL EXPERIENCE

Present Occupation: Adjunct supervisor for Student Teachers for Chapman University  
Last year I was also adjunct supervisor for Student Teachers for Cal Baptist University but this was not needed this year.  
Other: \_\_\_\_\_

I retired in 2005 from being a classroom teacher. During the 21 years I devoted to teaching, I taught many grade levels and I reopened the Desert Research Station where I was the administrator and teacher for 5,000 students.

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Barstow Community College

Years of Service on Local Board: Nine (9) years

Offices and Committee Memberships Held on Local Board: I was president for two years, vice president for two years, secretary for two years, County representative for one

year, and board representative for the Foundation for two years. I was on the personnel committee for five years, the program committee and the budget committee State Activities (CCCT and other organizations boards, committees, workshop presenter, for four years. Chancellor's Committees, etc. I have served on ACES, The Advisory Committee Educational Services for four years. During this time I have either chaired or assisted with the Board Chair's training and also presented at additional workshops and was a facilitator at roundtables.

National Activities (ACCT and other organizations, boards, committees, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CIVIC AND COMMUNITY ACTIVITIES**

President of Board for New Hope Village  
President of Board for Barstow Pregnancy Board  
Past President and current scholarship chairman for Delta Kappa Gamma  
Board Member for COSAT - Bringing NASA to college  
Member of American Business Women  
President of Deanery 7 of the Episcopal Diocese of Los Angeles  
\_\_\_\_\_

**OTHER**

Recipient of the Christa McAuliffe Fellowship and reopened the Desert Research Station as an administrator and teacher.  
Barstow Unified School District Teacher of the Year  
Secondary Science Teacher of the Year for RIMS (Riverside, Inyo, Mono, and San Bernardino Counties.  
Recipient of Woodrow Wilson Fellowship - spent most of summer at Princeton University designing a science program.  
  
Started a docent program in the K-12 district that trained 7th and 8th graders to help teach science to elementary students.  
Nominated this year as Outstanding Woman of Continuing Service for the City of Barstow.

# CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Jerry Hart DATE: 2/12/09

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

The most pressing issue for all of us to participate in is to establish a funding mechanism in California that will provide adequate funding to community colleges now and in the future. Second, provide career technical coursework to help veterans and unemployed workers be trained for jobs of the future.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I have worked diligently since being elected to promote community colleges. I was very interested and involved in the Proposition 92 campaign. I have attended all league workshops and trainings over the last two years and hope to be personally involved in solving funding issues and providing an equipped workforce.



**CCCT BOARD  
BIOGRAPHIC SKETCH FORM**

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

**PERSONAL**

Name: Jerry D. Hart Date: 2/12/09  
Address: 108 West 2nd Street  
City: Imperial, CA Zip: 92251  
Phone: (760) 355-1192  
(home) (office)  
E-Mail: jerry.hart@imperial.edu

**EDUCATION**

Certificates/Degrees: AA Imperial Valley College  
BA & MA San Diego State University, Ed Spec. Point Loma Nazarene College  
CA Elementary Teaching Certificate, CA Administrative Service Credential

**PROFESSIONAL EXPERIENCE**

Present Occupation: Retired Teacher and School Administrator  
worked as coach, volunteer, first aid trainer, volunteer fire fighter

**COMMUNITY COLLEGE ACTIVITIES**

College District Where Board Member: Imperial Community College District  
Years of Service on Local Board: 2  
Offices and Committee Memberships Held on Local Board: SDICCCA Representative  
IVTA Representative, IVC Foundation Representative  
*State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc)* Attended new member workshop and all other  
League conferences since being elected in November 2007.

National Activities (ACCT and other organizations, boards, committees, etc.): \_\_\_\_\_

I have spoken with active members of ACCT and plan to  
get involved in the near future.

**CIVIC AND COMMUNITY ACTIVITIES**

IVC Foundation Board, Volunteer for the Red Cross, First Aid Trainer,  
Calipatria Lions Club, Little League Coach, Member CSBA, and  
Member ACSA.

**OTHER**



CCCT BOARD  
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: John A. Rodgers DATE: 2-12-09

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

We must continue to advocate for community college funding for growth as thousands seek workforce training as our state and nation face an economic crisis. Our advocacy must extend beyond Sacramento to Washington, D.C. to seek resources for budget stabilization, infrastructure capital, and community based job training.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

As an experienced and active member in political processes, I can influence the legislative processes, in California and Washington, D.C. Additionally, my service on the League's Retiree Health Benefit Program demonstrates I have the abilities and willingness to engage in solving challenging issues facing California Community Collèges, present and future.





# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

## PERSONAL

Name: John A. Rodgers Date: 2-13-09  
Address: 4613 Christmas Tree Lane  
City: Bakersfield, CA Zip: 93306  
Phone: 661-871-1354 661-634-2329  
(home) (office)  
E-Mail: john.rodgers@ubs.com

## EDUCATION

Certificates/Degrees: MA Elementary Education; MA Elementary Administration;  
Certified Financial Planner; MBA Management

## PROFESSIONAL EXPERIENCE

Present Occupation: Certified Financial Planner/Vice President, Investments,  
UBS Financial  
Other: Associate Branch Manager, Merrill Lynch; Associate Branch Manager,  
Prudential Securities; Account Executive, Dean Witter Reynolds;  
Principal, Buttonwillow Union School District; Part-time Instructor,  
Bakersfield College; Bakersfield City School District, Teacher and  
Administrator

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Kern Community College District  
Years of Service on Local Board: 14 years  
Offices and Committee Memberships Held on Local Board: President 1999, 2000, 2003, 2004;  
Chair, Board Finance Committee, 2001 - Present

State Activities (*CCCT and other organizations boards, committees, workshop presenter;*  
*Chancellor's Committees, etc*) Member of the Governing Board of the Community  
College League of California Retiree Health Benefit Program,  
past presenter at CCLC Annual Conference,  
past presenter at ACCT Conference.

National Activities (*ACCT and other organizations, boards, committees, etc.*): Member  
of the Financial and Audit Committee of the Association of Community  
College Trustees, 2005, 2006, 2007

**CIVIC AND COMMUNITY ACTIVITIES**

Kiwanis Club Past President, Past Lt. Govenor; Houchin Blood Bank,  
19 gallon donor; American Lung Association of Kern County, Board Member,  
Past President, State Board Member; California State University, Bakersfield  
Alumni Association; Bakersfield Art Foundation, Past Member of Board of  
Directors; Executive Associates of Kern County, Past President; and  
Kern County Museum Foundation, Past Board Member, Past President

**OTHER**

Member, Bakersfield City School Board of Education 1983-1992; Trustee  
Representative to the Kern County Committee on School District  
Organization, 1997, 2002, 2005



CCCT BOARD  
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Douglas W. Otto DATE: February 12, 2009

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

The issues we must address are:

1. Access because of dramatically increasing enrollments and budget constraints;
2. Student Success because under-prepared students are not reaching their goals;
3. Accreditation because of a general failure to address Student Learning Outcomes;
- and, 4. Leadership because experienced community college leaders are retiring.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I am a problem solver. I have brought together diverse groups to prepare a strategic plan for a major city, crafted and implemented a successful and inclusive presidential search process, and worked with California Community College Chancellors and Presidents to train new leaders while serving on the CCLDI Board of Directors.



# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

## PERSONAL

Name: Douglas W. Otto Date: February 12, 2009  
Address: 111 West Ocean Blvd., Ste. 1300  
City: Long Beach Zip: 90802  
Phone: (562) 439-8981 (562) 491-1191  
(home) (office)  
E-Mail: doug@dwottolaw.com

## EDUCATION

Certificates/Degrees: Long Beach City College; Stanford University BA;  
Union Theological Seminary/Columbia University MA; University of Chicago JD

## PROFESSIONAL EXPERIENCE

Present Occupation: Trial Attorney  
  
Other: Adjunct Professor at Southwestern University School of Law for 15 years.

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Long Beach Community College District  
Years of Service on Local Board: Elected 2004; Re-elected 2008 = 5 years  
Offices and Committee Memberships Held on Local Board: President Board of Trustees;  
Vice President Board of Trustees; Chair Audit Committee; Chair Trustees Goal  
Committee; Chair Presidential Search Committee  
  
State Activities (*CCCT and other organizations boards, committees, workshop presenter;*  
*Chancellor's Committees, etc*) Community College Leadership Development Initiatives  
Foundation, Board of Directors, Presenter at Summer Leadership Academy,  
Chair Bylaws Committee, Member Strategic Plan Task Force

National Activities (ACCT and other organizations, boards, committees, etc.): None.

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**CIVIC AND COMMUNITY ACTIVITIES**

Chair Long Beach Strategic Plan 2010; Chair City Manager's Downtown Business  
Development Advisory Committee; Chair Long Beach Planning Commission; Chair  
Citizens Transportation Task Force; President Long Beach Arts Council;  
President Long Beach Foundation for Architectural & Cultural Heritage;  
President Long Beach Bar Association; Founding Member Board of Directors;  
Chair Long Range Planning and Member Executive Committee Aquarium of the  
Pacific

**OTHER**

Awards:

Long Beach Preservationist of the Year (1990)  
Long Beach Bar Association Lawyer of the Year (2005)  
City of Long Beach Landry Award for Community Service (2001)  
National Conference for Equality & Justice Humanitarian Award (2009)  
Long Beach City College Distinguished Blue Ribbon Alumni Award (2008)



CCCT BOARD  
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: MANNY ONTIVEROS DATE: 1/30/09

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

The ongoing economic crisis coupled with our aging facilities, an increase in student demand, unfunded liabilities, potential course reductions and looming budget reductions require our undivided attention. We are expected to do more with less. The League must continue to be our lead advocate for our colleges in Sacramento.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I'm a proud graduate of the community college system. My experience as a trustee, since 1999, has molded me into a strong advocate for our community college system. Our colleges must continue to prepare our students for the 21<sup>st</sup> century. I will continue this cause on the CCCT board.





# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

## PERSONAL

Name: MANNY ONTIVEROS Date: 1/30/09  
Address: 531 N. COLGATE ST.  
City: ANAHEIM Zip: 92801  
Phone: (714) 292-7691 cell \_\_\_\_\_  
(home) (office)  
E-Mail: trusteeontiveros@yahoo.com

## EDUCATION

Certificates/Degrees: A.A. Liberal Studies-Fullerton College; B.A. Criminology-UC Irvine  
M.A. Political Science-Cal State Fullerton

## PROFESSIONAL EXPERIENCE

Present Occupation: 1996 to present: Federal Probation Officer and  
2002 to present: Adjunct Political Science professor Golden West College  
Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: North Orange County CCD  
Years of Service on Local Board: 10  
Offices and Committee Memberships Held on Local Board: President, 2002 and 2008;  
Vice President, 2001 and 2007; Secretary 2000, and 2006; Representative to  
the Orange County Legislative Task Force 2001, 2002 and 2003.

State Activities (*CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc*) New Trustee Orientation presenter in 2004, 2005 & 2006;  
Member of Advisory Committee on Education Services (ACES) from 2007-2008.  
\_\_\_\_\_  
\_\_\_\_\_

National Activities (ACCT and other organizations, boards, committees, etc.): None

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**CIVIC AND COMMUNITY ACTIVITIES**

Member, Anaheim Beautiful; Member, Anaheim Arts Council; Member,  
Anaheim Sister Cities Association; Board Member, Anaheim Independencia  
Community Center, 1992-99; Commissioner, Anaheim Parks and Recreation,  
1993-99; Commissioner, Orange County Human Relations Commission,  
1993-95.

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**OTHER**

None

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# CCCT BOARD

## STATEMENT OF CANDIDACY

Must be returned to the League Office postmarked no later than February 15, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Jacqueline Simon

DATE: February 11, 2009

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

1. **Maintain and expand accessibility and affordability for all Californians and develop one or more strategies to secure adequate funding for the CCC during California's budget fiscal crisis.**
2. **More solutions for affordable textbooks in alternate formats and remove barriers that hinder anyone being able to transfer to CSUs and UCs.**

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

**I have 20+ years teaching California's future leaders. This experience has afforded me the opportunity to see the diversity of quality education at several CCCs. I want to use this knowledge as a catalyst for new ideas for historical problems that keep CCCs from leading California into a new future.**



# CCCT Board Biographic Sketch Form

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

## PERSONAL

Name: Jacqueline Simon Date: February 11, 2009  
Address: 802 Caminito Del Sol  
City: Carlsbad, CA Zip: 92011-2405  
Phone: 760-603-7966 760-795-6610  
(home) (office)  
E-mail: jsteacher\_tw@yahoo.com

## EDUCATION

Certificates/Degrees: M.A.—Speech; B.A.—Journalism  
Community College Instructor Credential — Lifetime Language Arts and Literature

## PROFESSIONAL EXPERIENCE

Present Occupation: Community college instructor  
  
Other: Over fifteen years as a writer/editor

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: MiraCosta Community College District  
Years of Service on Local Board: Four  
Offices and Committee Memberships Held on Local Board: currently vice  
President of the Board of Trustees  
  
  
State Activities (*CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc.*) Former academic senate representative; past  
elections chair for teachers' organization; past elected FACCC board member

National Activities (ACCT and other organizations, boards, committees, etc.): \_\_\_\_\_

Member, American Association of University Professors

NAACP member

Senior member of Society for Technical Communicators (STC)

\_\_\_\_\_

### **CIVIC AND COMMUNITY ACTIVITIES**

Homeowners' association board — Pacific Beach (1994-1997)

Member of homeowners' association — Carlsbad, CA (2000 to present)

Member of Museum of Contemporary Art — San Diego

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **OTHER**

ASPCA member

National Trust for Historic Preservation member

Member of PETA

Sierra Club member

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



CCCT BOARD  
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Christopher R. Stampolis DATE: February 15, 2009

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

California's challenged finances have led to enhanced competition between Community Colleges and our colleagues in K-12, CSU, UC and private colleges.

As elected officials we must count on CCCT to build new partnerships with influencers across the state, especially since local staff and faculty are working harder with less resources.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Advocate for:

- \* **Monthly conference calls** inviting all Trustees to receive CCCT briefings;
- \* **Strengthened relationships** between CCCT and leaders of the California Schools Board Association and County Boards of Education;
- \* **Online conference materials** after conferences including Powerpoints and audio recordings;
- \* **Regular talking points** for trustee local elected meetings and media letters.





# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

## PERSONAL

Name: Christopher R. Stampolis Date: February 15, 2009  
Address: P.O. Box 270  
City: Santa Clara Zip: 95052-0270  
Phone: 408-390-4748 (mobile) \_\_\_\_\_  
(home) (office)  
E-Mail: stampolis@aol.com

## EDUCATION

Certificates/Degrees: J.D., Concord Law School; M.A. – Catechetics, Santa Clara University;  
B.S. – Political Science/French (dual degree, Honors Program)  
Santa Clara University

## PROFESSIONAL EXPERIENCE

Present Occupation: Director, Community Education & Government Relations, Laborers'  
International Union of North America (LiUNA), Local 304.  
Other: Previously served 10 yrs as Dir. of Govt. Rels. for Romac Environmental Technologies;  
3 yrs as Community Relations Specialist for City of San Jose's Environmental Services;  
3 yrs as Managing Editor of Aviation Ground Equipment Market (monthly trade jrnal).

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: West Valley/Mission Community College District  
Years of Service on Local Board: 5<sup>th</sup> year of service (re-elected without opposition)  
Offices and Committee Memberships Held on Local Board: Past President and Vice-President of  
District Land Corporation; current chairperson of Board Legislative Committee;  
Appointed member to several ad-hoc committees and task forces.

State Activities (*CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc*) \_\_\_\_\_

I have attended nearly every League conference and training since being elected in 2004,  
including special seminars focused on the Brown Act and new Trustees. I participate in  
the Latino Trustees Association and have visited several geographic League caucuses.

National Activities (ACCT and other organizations, boards, committees, etc.): \_\_\_\_\_

I learned quite a bit when attending an ACCT Legislative Conference, including the importance of expanding the lobbying network for Community Colleges and involving more California Trustees from across the state. Also, as a three-term elected member of the Democratic National Committee, I have had frequent opportunities to interact with Congressional members and staff to advocate for Community College issues.

CIVIC AND COMMUNITY ACTIVITIES

6 years – Santa Clara City Planning Commission (1 year as Chair)

3 ½ years – Santa Clara City Historical and Landmarks Commission

8 years – Santa Clara City Citizens' Advisory Committee (3 years as Chair)

3 years – Santa Clara County Justice Systems Advisory Committee

3 years – Legislative Liaison, Diocese of San Jose

OTHER

I am honored to carry the endorsement of Trustees across the state to represent you on the CCCT, including immediate CCCT Past-President and ACCT Board member Rebecca Garcia and CCCT/ACCT Board members Anita Grier and Don Singer.

I have been married for 11 years to Anna Song, current Vice-President of the Santa Clara County Board of Education, who reminds me frequently of the need to bring educators together to work for the needs of all students. We are proud parents of two young sons, who are just beginning their elementary school careers. I ask for your vote.



CCCT BOARD  
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Jeanette Mann DATE: February 3, 2009

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

- ASSURE ACCESS TO ALL DURING FISCAL CRISIS
- HOLD THE LINE ON TUITION INCREASES
- PROMOTE UNDERSTANDING THAT IN TIMES OF FISCAL CRISIS CALIFORNIA COMMUNITY COLLEGES ARE PART OF THE SOLUTION—NOT THE PROBLEM
- OPPOSE EFFORTS TO WEAKEN LOCAL CONTROL
- PROMOTE DIVERSITY PROGRAMS
- REWARD EXCELLENCE

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

- TWENTY-FIVE YEARS EXPERIENCE AS CALIFORNIA COMMUNITY COLLEGE TRUSTEE
- EXCELLENT WORKING RELATIONSHIPS WITH CHAIR, ASSEMBLY HIGHER EDUCATION COMMITTEE, WHO REPRESENTS PCC
- DEMONSTRATED COMMITMENT TO EXCELLENCE IN LEARNING
- TWENTY-FIVE YEARS PROFESSIONAL EXPERIENCE ADVOCATING FOR DIVERSITY IN HIGHER EDUCATION
- PROFESSIONAL AND CONSULTING EXPERIENCE IN BOARD DEVELOPMENT AND CONFLICT RESOLUTION



# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

## PERSONAL

Name: Dr. Jeanette Mann Date: February 3, 2009  
Address: 2195 East Orange Grove Boulevard  
City: Pasadena Zip: 91104  
Phone: 626/797-0307 Same  
(home) (office)  
E-Mail jxmann@pasadena.edu

## EDUCATION

Certificates/Degrees: B.A., M.A., Ph.D. – University of Missouri, Columbia

## PROFESSIONAL EXPERIENCE

Present Occupation: Retired

Other: Instructor, University of Missouri, Columbia 1961-1971  
Assistant Professor of English, Northern Illinois University, 1971-1976  
Special Assistant to the President for Equity and Diversity, California State  
University, Northridge, 1976-2000

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Pasadena Area Community College District  
Years of Service on Local Board: 25  
Offices and Committee Memberships Held on Local Board: President (6 terms); Vice President, Clerk;  
Chair: Board Evaluation Committee; President's Evaluation Committee; Policy Review Committee;  
KPCC Committee; Member: Sculpture Garden Committee, Legislative Committee, PUSD Committee

State Activities (*CCCT and other organizations, boards, committees, workshop presenter, Chancellor's Committees, etc.*) Member, CCCT Board 2005-2009; Moderator, Conversation Legislative  
Leaders, CCCT Legislative Conference 2005, 2006, 2007, 2009; Member, CCLC Education Services  
Committee 1998-2002; Conference Chair, CCCT, 1991; Member, CCCT Research Committee  
1988-1992; Presenter, CCLC Board Chair Workshop, 1999-2003; Presenter, Board Protocols CCCT  
Annual Conference 2008; Presenter, Leadership and Board Processes, CCCT Annual Conference, 2000;

National Activities: *(ACCT and other organizations, boards, committees, etc)* Presenter, Leadership, and  
Laudable Board Processes, ACCC Regional Conference, 2000

**CIVIC AND COMMUNITY ACTIVITIES**

Member, Board, YWCA Foothill Valley

Member, Board, 211 Los Angeles

Chair, Foster Care Project All Saints Church

Member, Board of Directors, Foothill Family Services

Member, Task Force on Affirmative Action, City of Pasadena

Member, Library Tax Committee, City of Pasadena

Member, City Conversations,

Chair, Resources Committee, and Co-Chair, ACT

**OTHER**

Rockefeller Fellow, Administrative Internship for Minorities

Phi Beta Kappa

Phi Kappa Phi

Woman of the Year for the 21st Senate District 2008

2003 YWCA Women of Excellence in Education

Who's Who in American Community Leaders

Who's Who in American Women Educators

The logo for the CCCT Board features a central sunburst design with rays emanating from a central point. The words "CCCT BOARD" are written in a serif font across the top of the sunburst, and "STATEMENT OF CANDIDACY" is written across the bottom.

CCCT BOARD  
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Carmen Avalos DATE: 2/11/2009

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

The major issues that will need to be addressed in the next couple of years boils down to equitable dollars being allocated for the amount of students our system educates, additionally, the need to increase student transfer rates and preparation for our students or student success best practices.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I believe that my contributions to the CCCT board are in the relationships that I have fostered with our legislators who are more willing to listen when you address the needs of the state, not only your local area. My passion and commitment to the organization is a plus.





# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

## PERSONAL

Name: Carmen Avalos Date: 2/11/2009

Address: 10209 Richlee Ave

City: South Gate Zip: 90280

Phone: 562.773.3686 323.563.9511  
(home) (office)

E-Mail: voteavalos@gmail.com

## EDUCATION

Certificates/Degrees: B.S. Biological Sciences, Teaching Credential, M.A. Educational Administration, Notary Public, Certified Municipal Clerk

## PROFESSIONAL EXPERIENCE

Present Occupation: Municipal Clerk

Other: ESL Educator at local district

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Cerritos Community College District

Years of Service on Local Board: 3 years

Offices and Committee Memberships Held on Local Board: Southeast Schools Coalition Secretary

State Activities (*CCCT and other organizations boards, committees, workshop presenter;*

*Chancellor's Committees, etc*) Latino Caucus Board of Directors

National Activities (*ACCT and other organizations, boards, committees, etc.*): NALEO Member and active member in contributing useful information as it relates to Latino issues.

## CIVIC AND COMMUNITY ACTIVITIES

Involved in our local school organizations and member of PTA for local high school. Member of the League of California Cities and presidential appointee to Administrative Services Committee.

## OTHER

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The logo features a central sunburst design with rays emanating from a central point. The words "CCC BOARD" are written in a serif font across the top of the sunburst, and "STATEMENT OF CANDIDACY" is written across the bottom.

CCC BOARD  
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Eva Kinsman DATE: February 1, 2009

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Major issues

CCCT and the League should continue the efforts with the legislature toward an independent funding calculation not based on K-12 enrollment. We must actively promote the institutionalization of Basic Skills as a foundation for student success at all colleges. Local governance must be safeguarded.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Contributions

I can work independently or in a group to get "the message" out to legislators and the community. Community support through the voting process will be the key to qualifying and passing the funding initiative.



# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

## PERSONAL

Name: Eva Kinsman Date: February 1, 2009

Address: 74070 Playa Vista Drive

City: 29 Palms, CA Zip: 92277

Phone: 760-367-1963 760-220-4344  
(home) (office)

E-Mail: evakins@verizon.net

## EDUCATION

Certificates/Degrees: BS ED, MA ED

## PROFESSIONAL EXPERIENCE

Present Occupation: Board of Trustees, Copper Mountain Community College

District (Retired Educator) \_\_\_\_\_

Other: K-12 teacher, Elementary Principal, High School Principal, University Instructor,

WASC Accreditor 26 years , Clinical Supervisor of Student Teachers, Western Governor's University

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Copper Mountain

Years of Service on Local Board: 8

Offices and Committee Memberships Held on Local Board: President, Vice President, Clerk,

Foundation liaison

State Activities (*CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc*) \_\_\_\_\_

ACES committee member, facilitator, new trustee workshop \_\_\_\_\_

National Activities (*ACCT and other organizations, boards, committees, etc.*): none

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**CIVIC AND COMMUNITY ACTIVITIES**

Past Board of Directors, Action Council for 29 Palms, Inc., member, 29 Palms  
Historical Society, past Vice-President of Kiwanis, member of Sky's the Limit,  
Past Member of Copper Mountain College Foundation, CALPAMs public art group  
Member Finance Council, Church

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**OTHER**

Grant Writer for local community park and other non-profits

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CCCT BOARD  
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Bernard "Bee Jay" Jones DATE: January 28, 2009

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

1. Successfully accommodating the increasing number of ill-prepared students entering college. Community Colleges are responsible, through education and vocational training, to prepare these students to contribute to society.
2. Diversification of our faculty, staff, and students. Diversity enriches the educational experience and makes all students feel welcome.

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

Student success must remain our highest priority. Budget crises can jeopardize great programs. It is better to fully fund good programs and cut programs that are not contributing. I have managed organizations with huge budgets - during budget crises - in the Air Force and Aerospace industry, and always accomplished the mission.





# CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

## PERSONAL

Name: Bernard "Bee Jay" Jones Date: January 28, 2009  
Address: 3123 Manley Drive  
City: Lompoc Zip: 93436  
Phone: (805) 733-1166 (805) 606-8609  
(home) (office)  
E-Mail: bernard.jones@verizon.net

## EDUCATION

Certificates/Degrees: B.S., Physics, Southwest Texas State University, 1978  
M.A., Public Administration, University of Houston, 1988

## PROFESSIONAL EXPERIENCE

Present Occupation: Aerospace Engineer, General Dynamics  
Other: 23 years U.S. Air Force officer; retired as a Lt. Col. All 23 years  
in aerospace, space launch and spacecraft acquisition.

## COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Allan Hancock Joint Community College District  
Years of Service on Local Board: 4  
Offices and Committee Memberships Held on Local Board: \_\_\_\_\_

State Activities (CCCT and other organizations boards, committees, workshop presenter;  
Chancellor's Committees, etc) CCCT Board 2008-Present

National Activities (*ACCT and other organizations, boards, committees, etc.*): \_\_\_\_\_

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**CIVIC AND COMMUNITY ACTIVITIES**

Santa Barbara County Human Relations Commission (Previously-2 years) and  
very active in my church.

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**OTHER**

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CCCT BOARD  
NOMINATION FORM  
CCCT BOARD  
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Louise Jaffe DATE: January 26, 2009

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

**Funding is the #1 issue.** CCCT must be a **strong, united voice** for adequate funding during this time of growth and increased demand for services. CCCT needs to **provide assistance and leadership** to help community colleges remain resolute and able to fulfill their core commitment to **serve students well.**

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

I am a focused, articulate, pragmatic, friendly, and effective advocate. I enjoy working with colleagues. I have good personal relationships with state political leaders in PTA, CTA, LWV and the Legislature. Perhaps most importantly I will bring with me the experience and expertise of my Santa Monica College colleagues.



**CCCT BOARD**  
**BIOGRAPHIC SKETCH FORM**

Must be returned to the League office **postmarked no later than February 15**, along with the nominating ballot and statement of candidacy. **Faxed material will not be accepted.**

**PERSONAL**

Name: Louise Jaffe Date: January 26, 2009  
Address: 1121 Grant Street  
City: Santa Monica Zip: 90405  
Phone: (310) 450-2487 (310) 450-2487  
(home) (office)  
E-Mail: JAFFE LOUISE@smc.edu

**EDUCATION**

Certificates/Degrees: Bachelor's Degree, Antioch College

**PROFESSIONAL EXPERIENCE**

Present Occupation: \_\_\_\_\_  
Script Supervisor on *The Simpsons* and *King of the Hill*  
Other: \_\_\_\_\_  
Script Supervisor on multiple feature films

**COMMUNITY COLLEGE ACTIVITIES**

College District Where Board Member: Santa Monica  
Years of Service on Local Board: 2  
Offices and Committee Memberships Held on Local Board: Chair, current term (2009); Vice-Chair, (2008); Member, Board of Trustees Real Estate Subcommittee, Board Policy Working Group, Superintendent's Evaluation Process, Board Engagement & Communication  
  
State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc 2008 California State PTA Convention, workshop presenter  
  
As Co-Chair of a Santa Monica political action committee, Community for Excellent Public Schools, helped organize *Caravan for Kids* in partnership with local and State PTA. *Caravan for Kids* brought 1000 people to a rally in Sacramento to protest the 2005 proposed budget cuts to public schools.  
*Caravan for Kids* also organized local press conferences statewide to ensure communities understood the impact of the proposed cuts to their local schools.

National Activities (*ACCT and other organizations, boards, committees, etc.*): \_\_\_\_\_

2009 National Legislative Summit \_\_\_\_\_

### CIVIC AND COMMUNITY ACTIVITIES

Founder and Leader, Santa Monica Lifelong Learning Community Project \_\_\_\_\_

Founding Member and Past Co-Chair, Community for Excellent Public Schools \_\_\_\_\_

Past PTA President, Will Rogers Elementary School, Santa Monica High School, \_\_\_\_\_

Past PTA President, Santa Monica-Malibu Council of PTAs \_\_\_\_\_

Member, multiple Parcel Tax and Bond exploration and campaign steering committees \_\_\_\_\_

Member, Santa Monica Child Care and Early Education Task Force \_\_\_\_\_

Member, Santa Monica College General Advisory Board \_\_\_\_\_

Member, Santa Monica College President's Circle \_\_\_\_\_

Member, Santa Monica College Association \_\_\_\_\_

Member, Santa Monica League of Women Voters \_\_\_\_\_

### OTHER

Salzburg Fellow, Salzburg Global Seminar, International Studies Program \_\_\_\_\_

Workshop Presenter, 33rd District PTA Leg Conference: *Effective Advocacy* \_\_\_\_\_

Writer, monthly Lifelong Learning Community eNewsletter \_\_\_\_\_

Writer, monthly guest newspaper columnist for Santa Monica Observer \_\_\_\_\_

Writer, grant application for "*Ask Me About Kids*" \_\_\_\_\_

Speaker, League of Women Voters Salon: *Women Who Shape Santa Monica* \_\_\_\_\_

Keynote Speaker, 2009 Unity Resource Festival \_\_\_\_\_

Recipient of five PTA Honorary Service Awards including PTA's highest award, the Golden Oak \_\_\_\_\_

Recipient of League of United Latin American Citizens/LULAC Community Unity Award \_\_\_\_\_

Recipient of Certificate of Recognition from then Assemblymember Fran Pavley \_\_\_\_\_

Recipient of County of Los Angeles Commendation from Supervisor Yvonne Brathwaite Burke \_\_\_\_\_

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

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

**TOPIC:** SPRING VALLEY LAKE ELECTION

**SUBMITTED BY:** Joe Range, President, Board of Trustees

**RECOMMENDED BY:** Robert Silverman *[Signature]*

**APPROVED BY:** Robert Silverman *[Signature]*

**Description/Background:**

The Spring Valley Lake Association has sent nineteen (19) ballots (one ballot for each lot owned by the district) for election of the SVL Association's Board of Directors. There will be three (3) vacant positions on the Board of Directors.

Members who wish to vote in person may do so by appearing at the Semi-Annual Meeting on Saturday, April 25, 2009 between 10 a.m. to cast their ballots. For those members who wish to vote by mail, ballots must be received by the Association no later than 5 p.m. on Thursday, April 23, 2009.

**Need:**

To nominate three individuals for the election of the SVL Association's Board of Directors.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board of Trustees discuss and take appropriate action.

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

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

# SVL 2009 Board of Directors Election - Get To Know Your Candidates

The 2009 Election brings 5 candidates, including 2 incumbents - Cindi Burklow and Jeri Lawrence, who have chosen to run for the 3 open Board of Directors seats. The other candidates are Derek Couse, Valerie Emick and Elaine Trahan. The following candidate statements intend to help the voters learn more about each of these candidates and what they see for the future of SVL. The annual election meeting will be held at 10 a.m. on April 25, in the Community Building. *Property owners should bring their balloting information in order to vote.*

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## CINDI BURKLOW



I initially ran for the Board of Directors because I believed I could make a difference. I believe I did make a difference and I'm ready to do it again!

My first year on the board was a huge learning experience. This past year (since April) has been a joy. This board is so refreshing. While I don't always agree with

the other members of the board; we certainly treat each other with respect. This board has come together for the betterment of our community and I am proud of that.

### Education and Work Experience

I have a Bachelor's Degree in Sociology. I worked as a child protection social worker for 17 years. Then, I became a Real Estate Broker. I am currently the Executive Director of a Non-Profit Counseling Agency in Victorville.

### Community Involvement

I continue to be very active in community organizations. I serve on the Board of Directors for Soroptimist International of the Victor Valley. I am a member of the Order of Eastern Star and Amaranth. I also am a member of P.E.O., Chapter EB. I am a community partner with the Division of Children's Services and am Co-Chair of Family to Family Recruitment, Training and Support.

### SVLA Involvement

I previously served on the Breeze ad Bylaw committees. I served on the Spring Valley Lake Board of Directors since April 2007. I have worked hard to gain full disclosure for our members. I believe if you request documentation from the association, it shall be provided within the parameters of the law. I have followed the budget to ensure we stay within our guidelines. I believe honesty and ethics are essential for good leadership.

### Conclusion

These are very difficult financial times and Spring Valley Lake is facing some major challenges. We have made some significant changes for the betterment of our community. Our General Manager is more people minded and is willing to hear your concerns. I believe we need to stop the increases in assessments and allow our members time to recover from this recession. I appreciate your support in this election.

## DEREK W. COUSE P.E.



My name is Derek Couse and I am running for an open seat on the SVLA Board of Directors. My wife Carla and I moved to Spring Valley Lake in early 2000. Since that time, we have fallen in love with what this community has to offer. The combination of the community and the friendly people made our decision to make Spring Valley Lake our

home an easy one. In mid-2001 we purchased our home and began planting our roots. We have since begun raising a family with the addition of our first child, Hunter, almost three years ago.

I am currently employed at Mitsubishi Cement as the Maintenance Manager. I have watched our senior management continually give back to the community and it has inspired me to do the same. I am a current member of the SVLA Budget Committee, and that in itself has been a great experience. This current committee has made several changes in the budget process that will eventually lead to greater accountability and reduction in costs. I am proud to be part of this effort.

I have a Mechanical Engineering degree from Washington State University and an MBA from the University of La Verne. In addition to my science and business education I have over 16 years of experience in industrial construction, engineering, manufacturing and maintenance. Within this general experience I have direct experience in budgets and budget processes, strategic planning (both long and short term), scheduling, contracts, estimating, and streamlining work processes.

My work experience can be directly applied to work within the Association and this sets me apart from most candidates running for the Board of Directors. It is my intent to use these experiences to help lead the administration staff and the other members of the Board of Directors so that together we may enhance the quality of life in Spring Valley Lake by streamlining work processes as to reduce operating costs, assist in developing replacement/repair activity plans for both long and short term that will ultimately drive the funding and the expenditures for the Reserve Assets.



# SVL 2009 Board of Directors Election

## Get To Know Your Candidates

### VALERIE EMICK



My name is Valerie Emick. My husband, Curt, and I have been property owners in Spring Valley Lake since 1999. Our son, his wife, and our grandchildren also live in SVL.

I believe being able to live, own property, or even rent in Spring Valley Lake, with its unique amenities and wonderful lifestyle, is a privilege. However, choosing to live in an Association Community such as Spring Valley Lake is a personal choice.

With privilege comes responsibility, and for this reason, I have become a candidate for election to the Association Board of Directors and am asking for your vote.

If elected, I pledge to:

1. Work to keep our association dues as low as possible, without endangering the financial stability of our association and undermining the property values of our homes.
2. Be a strong advocate for keeping our community safe so we can all feel secure in our homes and can safely enjoy the wonderful amenities maintained by our association.
3. Continue to think living in an association community is a choice that carries with it the responsibility to abide by the association rules and regulations. I also believe it is the responsibility of the Board of Directors to ensure the rules and regulations are enforced in a fair and equitable manner.
4. Fully support the many volunteer committees in our community that adds so much to the value and pleasure of living in Spring Valley Lake.
5. Continue to support and believe our EQ facilities are as important as the lake and community building/sports park in contributing to the overall success of our community.

As most of you know, our streets are owned and maintained by San Bernardino County, with the California Highway Patrol responsible for traffic enforcement and the San Bernardino County Sheriff responsible for law enforcement. Surrounding us are City Governments over which we have no voting power. Therefore, it is essential we maintain a positive and active relationship with all branches of San Bernardino County Government if we are to receive full value for taxes paid and have some voice in the development around our community.

As a retired business owner, former school board

*(Valerie Emick Cont.)*

member, and political activist, I have the management skills, experience, and personal contacts to contribute to the success of Spring Valley Lake. In this regard, I will work to bring 21st century efficiency and cost savings to the operation of our Association.

If you have the same positive vision and wish to see Spring Valley Lake prosper as the most desirable community in which to live in the High Desert, remember to vote for Valerie Emick on April 25, 2009.

### JERI LAWRENCE



Hi, I am Jeri Lawrence, current Board of Director President. I am seeking re-election for another term. I want to Keep the Vision Alive in Spring Valley Lake. This vision is more than just a list of dreams. This vision encompasses the reality of improvements, enhancements, and property value for all the members in our community.

There are projects and plans that I need to see fulfilled and accomplished. As your Board President, I supported and encouraged the reinstatement of the Youth Activities Committee. Why is this important? Children are a large part of our community; a community that is making a revolving change to younger buyers. We need to have activities to keep their youngsters busy. To start them off young in taking pride in their community, is a big part of this committee, as well as parental involvement activities.

Spring Valley Lake is joining the twenty first century with an updated Web site, a planned archiving system, a computerized billboard, and an online weekly E Breeze update. Add to that an online "instant messaging" and an integrated data system to tie all the Association departments together. This program will enable the staff to easily coordinate and organize and pull property files in a timely manner. I not only supported these programs, I am instrumental in moving them forward.

Safety and security is one of the biggest, most important issues facing Spring Valley Lake. We are being undulated with intrusions of all kinds. Our beautiful Equestrian Estates faced a major intrusion that brought a traffic problem to them. I supported the four way stop signs, the security camera system and notices for that system. I supported the new Public Safety patrol cars (a visual deterrent) and Neighborhood Watch program in the EQ area. I supported having a 24-hour on premise caretaker for our "horsey" members, as well as better and more improved lighting

# SVL 2009 Board of Directors Election - Get To Know Your Candidates

*(Jeri Lawrence Cont.)*

around the "barn" area. On the Lakeside, I support a security camera system for entrances and common areas. With these cameras comes a 24-hour watch program by our Public Safety team. From the Public Safety Committee came the Youth Identification Program. I totally supported the induction of this program, as well as follow through of its success.

I gave direction to our General Manager, Osmar Castro, that all Standard Operational Procedures be updated and implemented by January 31, 2009. This is something that has needed to be done for many years in SVL. By doing this, we can better see where our dollars are going in terms of labor costs. We will have a professional study done to see just where the Association stands on the utilization of a labor force.

I gave direction to Osmar Castro to go out for bids on the Weed Abatement program. By doing this, the weeds on vacant properties will be cleaned all year long and not just a few months out of the year. So far, we have received a very positive response from our members for this program.

By attending all the Budget Committee meetings, I have worked closely with those much appreciated members in setting tight standards for spending, as well as savings, for your Assessment dues. I have been instrumental in planning to keep the assessments at a reasonable level to stop the spiking of those dues. I supported a much needed updated Reserve Study from which critiquing can be done by the Budget Committee and staff.

The Lake, our lake, like other lakes in the world, go through season cycles. I have supported non-costly studies to be done for water clarity as well as for utilization of activities for our lake. This is one of those on going projects that I want to see completed. Our lake is our biggest asset, next to our homes. I recognize that, and will continue to work diligently toward solutions. I suggested a filter system be implemented at the entrance to our lake from the County Club pond. With this, more suggestions came to implement other filtration systems in and around the lake.

I support working together with all members in SVL to solve issues that we face on an almost daily basis. I am very pleased to report that we have not had one new personal liable suit in the recent past. This is important because our legal fees are down and less than they have ever been. Credit for this is in leadership. I have instilled the belief in this sitting Board that we can achieve goals and successes by working together as a community. We all have the same ideas, just different ways to go about achieving them. One

person or persons are not the only voice we need to hear. I am an advocate for reasonability to achieve resolve. I would appreciate your vote.

## ELAINE TRAHAN



My reasons have not changed since I ran for a seat on the Board of Directors in 2006. My main objective is to support all members equally. I have lived here since 1996.

My education includes extensive academic and industry training in the paralegal and insurance field's investigations; such as medical malpractice and Work Comp. T/C. I worked under contract with Medical Groups, large insurance companies and the State of California. I owned and operated Claims Investigation Services for 35 years.

As to my qualifications to serve on the Board of Directors, the following applies: I have devoted a lot of my time to community services and have been lucky enough to work with some great people on these committees

We may not have always agreed, but our goals were the same - The Betterment of Our Community. I have served on the Spring Valley Lake Governing Documents Committee and the CC&R's for three years. I have twelve years experience on the Citation committee and one on the Budget committee. I have always given special attention to the security and the fair and equal treatment of all our members

I have always believed every property owner should have the right to express him or herself freely, whether we agree or not. This is called FREEDOM OF SPEECH.

I pledge that all of my actions will be honorable and fair in accordance with THE LAW, our Bylaws and the SVL CC&R's.

ALL OF YOUR VOTES COUNT.


THANK YOU,  
ELAINE


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

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

**TOPIC:** GRANT AGREEMENT – CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE

**SUBMITTED BY:** Pat Luther, Health Sciences and Public Safety

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to accept Grant Agreement #08-116-62 between Victor Valley Community College District and the California Community Colleges Chancellor's Office, which was approved by the Chancellor's Office on February 23, 2009. The period of the Grant Agreement is from July 01, 2008, through June 30, 2010.

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

**Need:**

Funds received from this grant provide assistance to cover enrollment growth and retention for the Nursing Education Program registered students at Victor Valley Community College District.

**Fiscal Impact:** \$555,000.00 to the District.

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees accept Grant Agreement #08-116-62 between Victor Valley Community College District and the California Community Colleges Chancellor's Office.

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

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

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

Chancellor's Office  
California Community Colleges

MAR 06 2009

District: Victor Valley CCD  
College: Victor Valley College  
RFA Specification Number: 08-0116

**Grant Agreement**  
**Career Technical Education**  
**Nursing Education Program**  
**Enrollment Growth and Retention for**  
**Registered Nursing Programs**

RECEIVED

**TO BE COMPLETED BY COCCC**

Program Years: 2008-09 and 2009-10  
Maximum Years for which funding is available: Two  
Grant Agreement No.: D8-116-62 Date: 7/1/08  
Amount to be Encumbered FY 2008-09: \$ 227,940  
Amount to be Encumbered FY 2009-10: \$ 227,940  
Total Amount to be Encumbered: \$ 555,880

This grant is made and entered into, by and between, the Chancellor's Office of the California Community Colleges, 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. 10/06 and II, Rev. 10/06), 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 under each performance/funding period shall not exceed the amounts shown above as "Amount Encumbered"; and the total amount payable under this agreement shall not exceed the amount shown above as "Total Amount to be Encumbered."

The term of this grant shall be from July 1, 2008 to and including August 31, 2010. All performance under each one of the funding periods must be completed by June 30 of each respective funding period, except for the submission of any final reports that may be required by Article I of the Grant Agreement. I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

**STATE OF CALIFORNIA**

**GRANTEE**

Item	Chapter	Statute	Fiscal Year
6870-101-0001 (23)		2008	2008-09
6870-101-0001 ( )		2009	2009-10

Project Director		
Dr. Patricia Luther		
Grant Funds Requested	FY 2008-2009	\$ 277,940
	FY 2009-2010	\$ 277,940
Total Grant Funds		\$ 555,880

Object of Expenditure (Code and Title)  
0233-751-29510 (FY 2008-09: \$277,940); (FY 2009-10: \$277,940)

Signature, Accounting Officer (or authorized Designee)  
*[Signature]* 2-23-09

Project Monitor  
*[Signature]*

Agency  
Chancellor's Office  
California Community Colleges  
1102 Q Street  
Sacramento, California 95811-6549

Signature, Executive Vice Chancellor (or authorized Designee) Date  
*[Signature]*

Printed Name of Person Signing  
Steve Druckman

Matching Funds: None  
(If applicable)  
*[Signature]*  
Signature, Chief Executive Officer (or authorized Designee) Date

Printed Name of Person Signing  
Dr. Marianne Tortorici

Title: Deputy Superintendent/EVP, Instruction  
District Address:  
Victor Valley CCD  
18422 Bear Valley Road  
Victorville, CA 92392-5849



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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: **MOU for James Irvine Foundation Grant**  
SUBMITTED BY: Ginger Ontiveros  
RECOMMENDED BY: Victoria Hindes, Exec Dean Student Services JAH  
APPROVED BY: Robert Silverman \_\_\_\_\_

**Description/Background:**

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

P/PV will study our partnership in order to publish a report that will allow others to learn from and replicate our success. The grant was written in partnership with the Victor Valley College Foundation. Funds will come to the District through the Foundation.

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

**Fiscal Impact:** \$16,474.50 to the District (plus \$1,830.50 to the Victor Valley College Foundation).

**Recommended Action: Approve**

Approve the Memorandum of Understanding with Private /Public Ventures and Mojave Basin Youth Corps for College & Career Connections Fund grant from the James Irvine Foundation.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**MEMORANDUM OF UNDERSTANDING**  
between  
**PUBLIC/PRIVATE VENTURES**  
and

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

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

Public/Private Ventures (P/PV)  
1999 Harrison Street  
Suite 1550  
Oakland, CA 94612

and

Mojave Basin Youth Corps, Inc.  
17911 Pearmain Street  
Adelanto, CA 92301

and

Victor Valley College  
18422 Bear Valley Road  
Victorville, CA 92395

### **Background**

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

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

We have selected the Mojave Basin Youth Corps, Inc. (MBYC) and Victor Valley College (VVC) Partnership to participate in the CCCF initiative. Mojave Basin Youth Corps, Inc. will receive a grant of \$100,000 for the Partnership's CCCF planning and implementation efforts. Grant funds are intended to support the development of the Partnership, as well as planning and implementation of the Partnership's CCCF program and its participation in related evaluation activities during a 12-month period beginning **March 1, 2009**.

## II. TERM OF AGREEMENT

This Memorandum of Understanding is effective from **March 1, 2009, to February 28, 2010**.



### III. SCOPE AND PURPOSE

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

### IV. ROLES AND RESPONSIBILITIES OF PUBLIC/PRIVATE VENTURES

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

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

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

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

- A. Mojave Basin Youth Corps, Inc. agrees to partner with Victor Valley College to plan and implement the CCCF initiative. This Partnership will be expressed in a separate written Memorandum of Understanding (MOU) to be executed between Mojave Basin Youth Corps, Inc. and Victor Valley College **by April 15, 2009**. Additionally, the Mojave Basin Youth Corps, Inc. will assign a staff member to be the primary CCCF Partnership contact for Victor Valley College **by March 1, 2009**.

- B. The Mojave Basin Youth Corps, Inc. agrees to be the fiscal agent for the CCCF Partnership comprised of the Mojave Basin Youth Corps, Inc. and Victor Valley College. As such, Mojave Basin Youth Corps, Inc. will submit all necessary fiscal reports, from both entities, as specified in Section VIII, to P/PV. P/PV has the right to request additional information and documentation as it deems necessary. Renewal of this MOU will be dependent upon both entities, as Partners, operating in a manner that is consistent with the specifications and requirements described herein during the entire term of this MOU.
- C. Mojave Basin Youth Corps, Inc. will identify enrollees who are interested in attending community college to participate in the Parachute Project and provide services to help them achieve goals related to the Parachute Project as described in the CCCF Proposal (submitted to Public/Private Ventures, dated December 8, 2008) and subsequent Implementation Plan (see Section VII). The Mojave Basin Youth Corps, Inc. will serve low-income high school dropouts who are either unemployed or are not steadily employed by providing opportunities for CCCF participants to: 1) earn a high school diploma at the Mojave Basin Youth Corps, Inc.-based John Muir Charter School; 2) complete a nationally recognized occupational certificate through the Center for Construction Education and Research; and, 3) provide stipends for students who qualify to work on construction projects under Department of Labor and Workforce Investment Act funding programs.
- D. Mojave Basin Youth Corps, Inc. counseling staff will develop an Individualized Plan for each CCCF Project participant upon his or her arrival at Mojave Basin Youth Corps, Inc. (at both the Adelanto and Hesperia MBYC sites) and enrollment in the Parachute Project.
- E. Mojave Basin Youth Corps, Inc. counseling staff will continue to support CCCF participants after they enroll in the college campus portion of the Parachute Project—both directly and in partnership with relevant staff at Victor Valley College—to ensure a smooth transition to the community college environment.
- F. Mojave Basin Youth Corps, Inc. counseling staff will work with relevant Victor Valley College staff to support the enrollment of CCCF participants—upon their successful completion of the Parachute Project—in a Victor Valley College academic program or a certificate program that leads to employment.
- G. The Mojave Basin Youth Corps, Inc. will ensure participation by relevant staff in all P/PV-sponsored meetings or training sessions during the grant period.
- H. The Mojave Basin Youth Corps, Inc. staff will work with P/PV staff to identify regular, mutually convenient opportunities for face-to-face and phone conferences throughout the course of the grant period to discuss issues related to the effective implementation and/or operation of the CCCF initiative.
- I. The Mojave Basin Youth Corps, Inc. will ensure the timely collection and submission of all required program data and participant information to P/PV and ensure full participation by relevant staff in information-gathering efforts to support P/PV's CCCF evaluation activities.

## **VI. ROLES AND RESPONSIBILITIES OF VICTOR VALLEY COLLEGE**

- A. Victor Valley College agrees to partner with the Mojave Basin Youth Corps, Inc. to plan and implement the CCCF initiative. This Partnership will be described in a Memorandum of

Understanding (MOU) to be executed between Victor Valley College and the Mojave Basin Youth Corps, Inc. **by April 15, 2009**. Additionally, the Mojave Basin Youth Corps, Inc. will assign a staff member to be the primary CCCF Partnership contact for Victor Valley College **by March 1, 2009**.

- B. Victor Valley College will submit all required fiscal reports to the Mojave Basin Youth Corps, Inc., fiscal agent for the partnership, as specified in Section VIII. Renewal of this MOU will be dependent upon both entities, as Partners, operating in a manner that is consistent with the specifications and requirements described herein during the entire term of this MOU.
- C. Victor Valley College will develop the Parachute Project as described in the CCCF Proposal, dated December 8, 2008, that Victor Valley College, along with Mojave Basin Youth Corps, Inc., submitted to Public/Private Ventures. It will provide the necessary staff and operational and related resources to begin implementing the program no later than **July 1, 2009**.
- D. Victor Valley College Parachute Project staff will work with Mojave Basin Youth Corps, Inc. counseling staff to ensure a smooth transition for all CCCF participants into the college campus portion of the Parachute Project and to support their success during that time. This will include transferring the Individualized Plans—which are intended to “follow” each CCCF Parachute Project participant to Victor Valley College—from Mojave Basin Youth Corps, Inc. counseling staff to relevant Victor Valley College Parachute Project staff. These Individualized Plans will inform the work of Victor Valley College-based Parachute Project staff as they work with CCCF participants during implementation of the Parachute Project.
- E. Victor Valley College Parachute Project staff will work with CCCF participants during the Parachute Project to prepare them to enroll in college and support them during their first year of enrollment. Prematriculation activities to be conducted during the Parachute Project will include, but will not be limited to, pre- and postacademic assessments, structured college orientation workshops, basic skills supports in math and language arts, a career inventory and a variety of personality tests.
- F. Victor Valley College Parachute Project staff will work with Mojave Basin Youth Corps, Inc. staff to enroll CCCF participants who have successfully completed the Parachute Project in a Victor Valley College academic program or certificate program that leads to employment.
- G. Victor Valley College will ensure participation of relevant staff in all P/PV-sponsored meetings or training sessions during the grant period.
- H. Victor Valley College staff will make every effort to work with P/PV staff to identify regular, mutually convenient opportunities for face-to-face and phone conferences throughout the course of the grant period to discuss issues related to the effective implementation and operation of the CCCF initiative.
- I. Victor Valley College will ensure the timely collection and submission of all required program data and participant information to P/PV and ensure full participation by relevant staff in information-gathering efforts to support P/PV's CCCF evaluation activities.

## VII. PARTNERSHIP DELIVERABLES AND SCHEDULE

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

- A. **By April 15, 2009** complete an implementation plan with specific goals, objectives, tasks and responsibilities for the CCCF initiative covering the three key areas: participants, program and partnership. P/PV will provide a template for the implementation plan, must approve the plan and will use it to monitor the progress of the partnership and each partner, MBYC and VVC, in implementing the plan.
- B. **By April 15, 2009**, complete a MOU between MBYC and VVC to outline the details of the partnership to participate in the CCCF initiative and jointly implement all related activities and services. A copy of this signed MOU will be provided to P/PV.
- C. **Enroll a total of Thirty (30)** individuals into the CCCF initiative. **Twenty (20)** individuals will be identified from a group of students already enrolled in the MBYC program and will enroll in the Parachute Project during summer 2009. **Ten additional individuals** will be newly recruited to enroll in MBYC CCCF activities in fall 2009 and with anticipated enrollment in a second Parachute Project by winter intersession 2010 pending renewal of grant funds from the CCCF. The group of existing MBYC students will once have been the CCCF target population (see Section I, above) during the 2009–10 program year.
- D. Develop and implement a plan for providing incentives to enable CCCF participants to complete the goals of their Individualized Plans, including enrolling in college. P/PV will provide additional funds to use for incentives depending on a demonstrated need (see Section IV, 7).

## VIII. RESEARCH RESPONSIBILITIES FOR BOTH PARTNERING ENTITIES

- A. CCCF Partners recognize that P/PV needs the cooperation and assistance of the Partnership to conduct the formative evaluation. CCCF Partners agree to work cooperatively with the P/PV research staff within the parameters of this MOU.
- B. CCCF Partners agree to provide P/PV research staff with the completed forms for all CCCF participants, including participant consent and parental permission for participants under the age of 18.
- C. CCCF Partners will adhere to the guidelines and responsibilities related to P/PV Institutional Review Board (IRB) procedures and honor the rights, privacy and confidentiality of research participants, as provided to them by P/PV via P/PV's IRB review (see Section IV, 8b, above).
- D. CCCF Partners assume the responsibility to provide administrative and physical security for identifiable data and to preserve the anonymity of private persons and their confidentiality while participating in this project. CCCF Partners agree that any data identifiable to a private person will not be used or revealed except as authorized by P/PV.
- E. P/PV requires that CCCF Partners track attendance/participation data for all CCCF activities. CCCF Partners agree to submit the appropriate forms to P/PV on a regular (TBD) basis.

- F. CCCF Partners agree to identify a staff member who will be responsible for CCCF data collection for the CCCF initiative and will be P/PV's point of contact for transmission of data collected by CCCF staff. This staff member should be:
- Sufficiently knowledgeable about the CCCF initiative and its participants;
  - Able to effectively use the organization's Management Information System (MIS) and make judgments required in the MIS intake form;
  - Accessible to both the site- and P/PV-specific data collection.
- G. The designated staff member agrees to:
- Participate in data collection training sessions offered by P/PV;
  - Make sure that all CCCF participants complete an informed consent form or have a completed permission form from parents or legal guardian for those participants under the age of 18;
  - Collect intake information from each CCCF participant using guidelines developed by P/PV;
  - Collect accurate information, on a monthly basis, regarding activities and services CCCF participants receive;
  - Maintain up-to-date contact information on participants;
  - Keep track of such changes in participants' status as completion of educational or employment benchmarks;
  - Arrange and schedule interviews, focus groups and related research activities for research site visits.
- H. CCCF Partners will allow P/PV research staff to visit programs, observe activities, collect program data and conduct interviews with partners, staff and participants on a periodic basis.
- I. CCCF Partners will allow research staff to attend partnership meetings and conduct interviews with key partnership members.

## **IX. PAYMENT**

- A. The total amount to be paid under this MOU is not to exceed \$100,000, with a possible additional amount should a participant incentive plan be approved and implemented.
- B. Upon receipt of this signed MOU, P/PV will issue an initial payment of \$50,000 to Mojave Basin Youth Corps, Inc., as fiscal agent.
- C. P/PV will release the remaining \$50,000 within seven months of the signing of this MOU upon review of adequate progress toward the agreed upon implementation plan and a completed narrative and financial report as stated below under item D.

- D. As fiscal agent, the Mojave Basin Youth Corps, Inc. will be required to submit one interim and one annual report to Public/Private Ventures related to fiscal activities and planning and implementation of CCCF initiative activities on the part of MBYC and VVC. VVC agrees to provide the information necessary to complete the reports to the fiscal agent. Narrative and financial report forms will be supplied by Public/Private Ventures. These reports will be due on the sixth month and twelfth month following MOU execution.

## **X. TERMINATION OF THE MOU**

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

## **XI. NOTICES**

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

### **For P/PV:**

Jack E. Burns, Senior Vice President  
Finance and Administration  
Public/Private Ventures  
1999 Harrison Street, Suite 1550  
Oakland, CA 94612  
([jburns@ppv.org](mailto:jburns@ppv.org))

with copy to: Carol Clymer  
Director Labor Market Initiatives  
Public/Private Ventures  
2000 Market Street, Suite 600  
Philadelphia, PA 19103  
([cclymer@ppv.org](mailto:cclymer@ppv.org))

### **For the Partnership:**

Jim Melton, Executive Director  
Mojave Basin Youth Corps, Inc., Inc.  
17911 Pearmain Street  
Adelanto, CA 92301  
([mbyc@mojavebasin.org](mailto:mbyc@mojavebasin.org))

Dr. Victorial Hindes  
Victor Valley College  
18422 Bear Valley Road  
Victorville, CA 92395  
([hindesv@vvc.edu](mailto:hindesv@vvc.edu))

Ginger Ontiveros  
Executive Director  
Victor Valley College Foundation, Inc.  
18422 Bear Valley Road

Victorville, CA 92395  
ontiverosg@vvc.edu

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

**XII. CHOICE OF LAW**

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

**XIII. INDEMNITY**

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

**XIV. EXTENSION AND MODIFICATION OF THE MOU**

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

**PUBLIC/PRIVATE VENTURES**

By: Jack E. Burns

Jack E. Burns, Senior Vice President of Finance and Administration

Date: 3/5/09

**MOJAVE BASIN YOUTH CORPS, INC.**

By: Jim Melton

Jim Melton, Executive Director

Date: 03/25/09

**VICTOR VALLEY COLLEGE**

By: \_\_\_\_\_

Robert Silverman, Superintendent / President

Date: \_\_\_\_\_

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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** MOU with Mojave Basin Youth Corps, Inc. & VVC Foundation  
**SUBMITTED BY:** Ginger Ontiveros  
**RECOMMENDED BY:** Victoria Hindes, Exec Dean Student Services VAH  
**APPROVED BY:** Robert Silverman \_\_\_\_\_

**Description/Background:**

This action will complete the Memorandum of Understanding requirements of the James Irvine Foundation Grant as described in agenda item #9.1

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

P/PV will study our partnership in order to publish a report that will allow others to learn from and replicate our success. The grant was written in partnership with the Victor Valley College Foundation. Funds will come to the District through the Foundation.

**Need:** This MOU is also required to receive grant funds that will pay all costs associated with special workshops described for students referred through the Mojave Basin Youth Corp. It describes the process through which funds will be distributed by the grant's fiscal agent MBYC to the VVC Foundation on behalf of Victor Valley College.

**Fiscal Impact:** \$16,474.50 to the District (plus \$1,830.50 to the Victor Valley College Foundation).

**Recommended Action:**

Approve the Memorandum of Understanding with Mojave Basin Youth Corps and Victor Valley College Foundation for College & Career Connections Fund grant from the James Irvine Foundation.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



**Memorandum of Understanding**

between

Mojave Basin Youth Corps

and

Victor Valley Community College / Victor Valley College Foundation

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into effective the 15th day of April 2009, at Victorville, California, by and among Mojave Basin Youth Corps, Inc, a non-profit corporation ("MBYC"), Victor Valley College District Foundation, a California non-profit corporation (the "VVCF"), and Victor Valley Community College, a California Community College (the "VVCC").

Whereas, the Mojave Basin Youth Corps, Inc. (MBYC) is a Community Based Organization serving at risk youth with education, guidance, job training and placement services; and,

Whereas, Victor Valley Community College (VVCC) provides higher education opportunities for students within the region served by the MBYC including career training, certification and degree programs; and,

Whereas, the Victor Valley College Foundation (VVCF) is a non-profit partner supporting resource development and partnership development functions of the VVCC; and,

Whereas, these parties collaborated to develop a grant proposal submitted to Public Private Ventures (P/PV) and the James Irvine Foundation for funding consideration under the College and Career Connections Fund (CCCCF); and,

Whereas, this grant proposal was selected for funding through the CCCCf to create a pathway for disconnected youth served by MBYC to transition into the College for advancing career training and educational services leading to employment; and,

Whereas, the MBYC shall serve as the fiscal agent for the grant project to which the College will provide services in collaboration with the MBYC,

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Purpose**

As part of the CCCCf initiative, MBYC is entering into an agreement with VVCC and VVCF to facilitate implementation of a grant project funded by the James Irvine Foundation through the CCCCf initiative which is administered by P/PV. All funds received by MBYC and VVCC / VVCF must be used to support the grant project.

This agreement will facilitate the development of a partnership between the MBYC and VVCC / VVCF to collaboratively assist students in the transition between the MBYC and VVCC.

## **2. Project Description**

This project creates a pathway for disconnected youth to reengage with education first through services rendered by the MBYC, followed by a set of collaborative services known as the "Parachute Project" provided simultaneously by the MBYC and VVCC, leading to successful enrollment in VVCC courses. The overall goal of the partnership is to assist disconnected youth with access and success in educational opportunities available at VVCC that prepare them for employment.

## **3. Roles & Responsibilities**

All parties agree to the following roles and responsibilities in conjunction with this partnership and the CCCF grant project:

### **Roles and responsibilities of the Mojave Basin Youth Corps, Inc (MBYC):**

- A. MBYC will assign staff to the partnership and provide VVCC and VVCF with the names and contact information for each staff member assigned to the project;
- B. MBYC will recruit and enroll students to its own educational and job training programs;
- C. MBYC will conduct intake interviews, collect data and obtain permission from students for mutual sharing of data and information with VVCC / VVCF about program participants for the purposes of the partnership;
- D. MBYC will provide high school education for students leading to passage of the California High School Exit Exam (CAHSEE) through the John Miur Charter School;
- E. MBYC will provide construction trade training and stipends to students to who qualify for participation in worksite training projects as funded through applicable grants which MBYC may from time to time acquire;
- F. MBYC shall assess and identify students for participation in the 'Parachute Project' based on the student's readiness and ability to benefit from educational programs offered by the College;
- G. MBYC will prepare students by ensuring students complete the following standards: High School Diploma, or GED Individual Education / Life Plan
- H. MBYC will provide a minimum of 20 students ready for entry in the "Parachute Project" by June 1 2009.
- I. MBYC will coordinate with VVCC for enrollment of these students within the "Parachute Project" including delivery of student records as needed by VVCC to promote and track student success.
- J. MBYC will maintain contact with students enrolled in the "Parachute Project" and coordinate with VVCC to sustain student participation and success in the project.

- K. MBYC shall serve as the fiscal agent for the CCCF grant project and assumes responsibility for reporting as required by the James Irvine Foundation and/or its administrative agent P/PV.

### **Roles and responsibilities of Victor Valley Community College (VVCC)**

- A. VVCC will assign staff to the partnership and provide MBYC and VVCF with the names and contact information for each staff member assigned to the project;
- B. VVCC will develop curriculum the "Parachute Project," an 8 week College orientation program that will assist students from MBYC with transition to VVCC;
- C. VVCC will offer Parachute Project workshops to the cohort of students identified by MBYC;
- D. VVCC will ensure Parachute Project workshops include:
  - i. academic pre-assessment
  - ii. career assessments
  - iii. financial aid application guidance
  - iv. intensive basic skills education / remediation
  - v. college guidance counseling session
  - vi. development of college educational plan
  - vii. college orientation / tour
  - viii. first year experience
  - ix. academic assessment and placement
- F. VVCC will provide guidance to assist Parachute Project students in the process of accessing student services and financial aid.
- G. VVCC will communicate with and coordinate outreach with MBYC to promote regular attendance and active participation by Parachute Project participants.
- H. VVCC will strive to enroll a minimum of 15 Parachute Project students to enroll in college courses in the Fall semester of 2009 and support them with student services to promote successful completion of these courses by at least 10.
- I. VVCC will share information pertaining to the Parachute Project with MBYC as needed to promote student success.
- J. VVCC will supply program data, participant information and financial reports pertaining to the Parachute Project within 30 days of receiving a written request by MBYC for such information.
- K. VVCC will prepare to provide a second set of Parachute Project workshops for a new cohort of MBYC students in the Winter Session of 2010 provided additional funding is awarded by the CCCF.

### **Roles and responsibilities of Victor Valley College Foundation (VVCF)**

A. VVCF shall act in an administrative role to accomplish the following:

- i. Receive funds from MBYC and distribute to VVC and others in accordance with the project budget and grant program as it relates to VVCC and MBYC students.
- ii. Coordinate meetings between the MBYC and VVCC as needed but no less than monthly to facilitate the development of the partnership and implementation of the grant project as outlined.

#### **4. Data Sharing**

All parties agree to share data pertaining to the students enrolled in the program as needed to promote their ultimate success. This includes, but is not limited to, student education, attendance, health and disciplinary records. To facilitate this transfer of information, all participants enrolled in the CCCF program will be required to sign a release permitting the sharing of these records among the parties to this grant project. MBYC will acquire and provide VVCC with copies of this written permission for each student referred to the Parachute Project. The permission shall grant authorization for both MBYC and VVCC to share the students' records.

#### **5. Financial Considerations**

MBYC shall serve as the fiscal agent for purposes of the CCCF grant project. As such funding in the total amount of \$100,000 from the James Irvine Foundation and its administrator P/PV shall be distributed to and accepted by the MBYC. This will be paid to MBYC in two installments of \$50,000 each. Upon receipt of each installment from P/PV, the MBYC shall submit payment to VVCF for the portions to be used by VVCC in consideration of the grant project as described in the approved grant proposal budget. The disbursements shall be as follows:

On or about April 15, but not before receiving the first installment of \$50,000 from the CCCF, MBYC shall distribute to VVCF exactly \$10,000.

On or about September 30, but not before receiving the second installment of \$50,000 from the CCCF, MBYC shall distribute to VVCF exactly \$8,305.

The total amount to be distributed to VVCF by MBYC shall be \$18,305.

VVCF shall distribute funds as needed by VVCC for implementation of the "Parachute Project" to VVCC within 10 days of receipt.

#### **6. Term**

The term of this agreement shall coincide with the CCCF grant period beginning on April 15, 2009 and continue through February 28, 2010. The term of the agreement may be amended with written consent of all parties.

#### **7. Approvals and Authorizations of Agreement.**

Each party to this Agreement ("Such Party") represents and warrants that (i) Such Party has all necessary power and authority to execute and deliver this Agreement and to

perform all the terms and conditions of this Agreement to be performed by Such Party; (ii) no other proceedings on the part of Such Party are necessary to authorize this Agreement or to perform the obligations of Such Party under this Agreement; (iii) this Agreement has been duly executed and delivered by Such Party and constitutes the legal, valid and binding obligations of Such Party, enforceable against Such Party and it in accordance with its terms; and (iv) the execution and delivery by Such Party of this Agreement do not, and the compliance by Such Party with the provisions hereof will not conflict with, or result in any violation of, or constitute a default under any provision of the articles of incorporation or bylaws of Such Party or any other agreement binding Such Party.

#### **8. Invalidity.**

It is the intent of the parties that the provisions of this Agreement are all material and necessary for achieving the goals and objectives of the parties. Accordingly, in the event that any paragraph or provision is held to be invalid or unenforceable for any reason, the parties agree to negotiate in good faith to revise the subject paragraph or provision so that it is valid and enforceable, and is consistent with the intent of the parties while preserving the basic financial and professional relationships established herein. If after due negotiations the parties are unable to resolve the issues so as to modify the invalid and unenforceable paragraph or provision, then any party hereto shall have the right to terminate this Agreement.

#### **9. Termination of Agreement.**

This agreement shall not be subject to termination by any party except as follows:

- A. Failure of a party to fulfill its commitments hereunder after notice of default is given to the non-performing party and such party fails to cure the non-performance within thirty days thereafter;
- B. Failure of the program to attract, identify and select any student for participation in the program;
- C. Failure to provide grant funds in payment for services after demand therefore with 15 days notice;
- D. Misuse of grant funds by any party;
- E. Voluntary termination upon thirty days written notice.

#### **10. Return of Funds.**

Upon the termination of this Agreement for any reason, or the failure of a party to cure a default after service of a required notice of default, except for non-payment of any scheduled installment by MBYC payable to VVCF, all funds that have not been previously expended or encumbered for the purpose of the grant project shall be returned by VVCC / VVCF to the MBYC as the fiscal agent for the partnership. Documentation of this refund shall also be provided to P/PV. If returned upon termination of this MOU, these funds and their purpose shall become the sole responsibility of the MBYC. MBYC will be responsible to remit these funds to CCCF if so required by P/PV or the James Irvine Foundation.

**11. Remedies.**

No party to this agreement shall be entitled to financial remedies beyond that portion of the CCCF grant award received or due, for performance rendered, as applicable to its obligation, role and responsibility under the grant project. No party shall be held responsible for any other party's obligation, performance, role, responsibility or grant funds applicable to the other party, under the grant project.

**12. Further Acts.**

Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this MOU.

**13. Construction.**

This MOU and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California. Should any provision of this Agreement require interpretation by a court of competent jurisdiction, it is agreed by the parties that the court interpreting this MOU shall not apply a presumption that the terms of this MOU shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party whose agent prepared such document, it being agreed that the agents of all parties have participated in the preparation of this MOU.

**14. Captions.**

Sections headings are inserted in this MOU solely for the purpose of convenience of reference and shall not be construed as part of this Agreement.

**15. Legal Expenses.**

If a legal proceeding is brought for the enforcement of this MOU, or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this MOU, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

**16. Notices. gko**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within seventy-two (72) hours after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed to the party at the address indicated below, or any other address that any party may designate by written notice to the others.

Mojave Basin Youth Corps, Inc.

17911 Pearmain St.  
Adelanto, CA 92301

Victor Valley College Foundation

18422 Bear Valley Road  
Victorville, CA 92395

**17. Waiver.**

The waiver by any party hereto of a breach of any provision of this Agreement by another party shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.

**18. Representation Regarding Prior Contracts.**

Each party to this MOU ("Such Party") represents and warrants to all of the other parties that no prior contract or agreement of any kind entered into by Such Party or any prior performance by Such Party will interfere in any manner with Such Party's complete performance of Such Party's duties and obligations hereunder or with Such Party's compliance with the other terms and conditions hereof, and that Such Party has the ability to perform all of Such Party's obligations under this MOU without the participation or consent of any other person or entity.

**19. Governing Documents / Severability of Terms.**

The terms of this agreement and all obligations hereunder are to be interpreted consistently with the "Memorandum of Understanding between Public / Private Ventures and Mojave Basin Youth Corps, Inc. in partnership with Victor Valley College" and "the grant proposal and budget" for the project approved by P/PV for the CCCF grant. Should any term herein be inconsistent with or contrary to the terms of these, the terms of these documents shall govern and the term herein shall be invalid. Should any term be deemed invalid, it shall be considered severed from this agreement and the remaining terms hereof shall remain in full force and effect.

**20. Binding Agreement.**

The rights and obligations of the parties under this MOU may not be assigned without the written consent of all parties to this MOU. However, the rights and obligations of the parties shall inure to the benefit of and shall be binding upon and enforceable by the heirs and successors of such parties.

**21. Counterparts.**

This MOU may be executed in one or more counterparts, and may be exchanged by fax transmittal, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, the signatures to this MOU may be made by fax transmission, and the fax transmittal signature may be attached to this MOU as if it was an original.

**22. Amendments.**

This MOU shall not be modified, amended or in any way altered except by an instrument in writing and signed by both of the parties hereto.

**23. Gender.**

As used in this MOU, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

**Mojave Basin Youth Corps, Inc.**

By: \_\_\_\_\_  
Jim Melton, Executive Director

**Victor Valley College Foundation**

By: \_\_\_\_\_  
Bruce Fay, President

**Victor Valley Community College**

By: \_\_\_\_\_  
Robert Silverman, PhD





VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: NONRESIDENT TUITION FEE

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour *G.H. Javaheripour*

APPROVED BY: Robert Silverman *RS*

**Description/Background:**

Each year community colleges are required to establish a nonresident tuition fee rate for the next fiscal year. Using the attached worksheet, the options for establishing this rate include:

- 1. the statewide basis (\$190), or
- 2. the district basis (\$201)

Nonresident students pay the regular registration fee of \$20 per unit in addition to the nonresident tuition.

**Need:** N/A

**Fiscal Impact:**

The district collects approximately \$135,000 annually in nonresident tuition fees.

**Recommended Action:**

It is recommended that the Board of Trustees approve the nonresident tuition rate of \$190 (statewide basis). This nonresident tuition fee will be effective for the 2009 Fall Semester.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**California Community Colleges**  
**NONRESIDENT TUITION FEE WORKSHEET (EDUCATION CODE SECTION 76140)**  
**2009-10**

	Statewide (Col. 1)	District (Col. 2)	10% or More Noncredit FTES (Col. 3)
A. Expense of Education for Base Year (2007-08 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$6,735,730,877	\$ 54,541,297	\$ _____
B. Annual Attendance FTES (Recal 2007-08)	1,233,810	9,433.12	_____
C. Average Expense of Education per FTES (A ÷ B)	\$ 5,459	\$ 5,779	\$ _____
D. US Consumer Price Index Factor (2 years)	x 1.042	x 1.042	x 1.042
E. Average Cost per FTES for Tuition Year (C x D)	\$ 5,688	\$ 6,021	\$ _____
F. Average Per Unit Nonresident Cost:			
Semester-System Colleges (E ÷ 30) and/or	\$ 190	\$ 201	\$ _____
Quarter-System Colleges (E ÷ 45)	\$ 126	\$ _____	\$ _____

**NOTES:** "Annual Attendance FTES" includes all student contact hours of attendance in credit and noncredit courses, for resident students, nonresident students and apprentices. Round tuition fee to the nearest dollar. Column 3 is an option only for use by a district with ten percent or more noncredit FTES (Education Code Section 76140(e)).

The district governing board at its April 14, 2009 meeting, adopted a nonresident tuition fee of \$190 per semester unit and/or \$ N/A per quarter unit.

Basis for adoption is (place an X in one box only):

- 1. Statewide average cost, per column 1;
- 2. District average cost, per column 2;
- 3. District average cost with 10% or more noncredit FTES, per column 3;
- 4. Contiguous district. **\*\*Specify district and its fee \_\_\_\_\_;**
- 5. No more than district average cost (Col.2 or 3); no less than statewide average cost (Col. 1).

**\*\*A district may adopt a fee within the range of statewide average and district costs if there is a contiguous district with a fee within this range.**

For districts electing to charge a **capital outlay fee** to foreign students (Education Code 76141), compute this fee as follows:

- a. Capital Outlay for 2007-08 \$ \_\_\_\_\_
- b. FTES for 2007-08 \_\_\_\_\_
- c. Capital outlay fee per unit (line a divided by line b) \_\_\_\_\_
- d. Amount per semester unit (line c divided by 30) \_\_\_\_\_ or
- e. Amount per quarter unit (line 3 divided by 45) \_\_\_\_\_
- f. Capital outlay fee approved by District Governing Board \$ \_\_\_\_\_

Upon adoption of nonresident tuition fee by your district governing board, please submit a copy of this report by **February 1, 2009** to:

California Community Colleges  
 Fiscal Services Unit  
 1102 Q Street, 4<sup>th</sup> Floor  
 Sacramento, CA 95811-6549 FAX (916) 323-3057

District VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

Contact Person Mary Pringle


Phone Number & email (760) 245-4271, extension 2450 Email: pringlem@vvc.edu


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

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

**TOPIC:** REQUEST TO HOLD A PUBLIC HEARING AND ADOPT A RESOLUTION AND APPROVE THE VICTOR VALLEY COLLEGE FACILITIES MASTER PLAN DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE VICTOR VALLEY COLLEGE CAMPUS

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** GH Javaheripour 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district wishes to hold a public hearing regarding the Victor Valley College Facilities Master Plan Draft Environmental Impact Report ("Draft EIR"). This full-service, campus-wide environmental study gives the district maximum flexibility in implementing its Master Plan in compliance with the California Environmental Quality Act (CEQA).

A copy of the Victor Valley College Facilities Master Plan Draft Environmental Impact Report is available for review in the Superintendent/President's office.

**Need:**

By approving the completed DEIR the district will see substantial savings and expedite all future construction projects as one DEIR and one Clearing House Number simplifies the CEQA process.

**Recommended Action:**

1. It is recommended the Board of Trustees open and close a public hearing to accept comments regarding the Victor Valley College Facilities Master Plan Draft Environmental Impact Report.
2. It is recommended the Board of Trustees adopt the resolution and approve the Victor Valley College Facilities Master Plan Draft Environmental Impact Report as submitted.

**Fiscal Impact:** No Fiscal Impact.

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

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

RESOLUTION NO. 09-03

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR  
THE VICTOR VALLEY COLLEGE FACILITIES MASTER PLAN**

**WHEREAS**, the Victor Valley Community College District ("District") has developed the 2007-2017 Facilities Master Plan, which establishes an approximately 10-year plan for the Victor Valley College campus and the implementation of which will serve a projected 14,616 full time equivalent of enrolled students by the year 2020 with approximately 932,380 square feet of classroom and related building expansion; and

**WHEREAS**, the adoption of the Facilities Master Plan is an activity which constitutes a "Project" requiring compliance with the provisions of the California Environmental Quality Act, Public Resources Code Section 21000 et seq., ("CEQA") and the State CEQA Guidelines, Title 14, California Code of Regulations, Section 15000, et. seq., ("CEQA Guidelines"); and

**WHEREAS**, pursuant to and in compliance with the provisions of CEQA and the State CEQA Guidelines, an Environmental Impact Report (State Clearinghouse Number 2008051094; the "EIR") was prepared and completed for the Facilities Master Plan and its programmed projects; and

**WHEREAS**, the District transmitted for filing a Notice of Completion of the Draft EIR and thereafter, in accordance with the State CEQA Guidelines, forwarded the Draft EIR to the State Clearinghouse for distribution to those agencies which have jurisdiction by law with respect to the Project and to other interested persons and agencies, and sought the comments of such persons and agencies; and

**WHEREAS**, notice to all interested persons and agencies inviting comments on the Draft EIR was published in accordance with the provisions of CEQA and the State CEQA Guidelines; and

**WHEREAS**, all actions required to be taken by applicable law related to the preparation, circulation, and review of the Draft EIR have been taken.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** The District has evaluated all comments received from persons who have reviewed the Draft EIR.

**Section 2.** The District hereby recommends to the Board of Trustees that the EIR for the Project is adequate and has been completed in compliance with CEQA and the State CEQA Guidelines; the District has reviewed and considered the information contained in the Draft EIR and finds that the Draft EIR represents the independent judgment of the District.

**Section 3.** The Board of Trustees hereby makes, adopts, and incorporates herein as its “findings of fact” regarding the potential environmental impacts of the Project, the analysis and conclusions set forth in the Draft EIR (including, without limitation, the mitigation measures therein set forth); the following summarizes those conclusions:

**a.** The Draft EIR identified potentially significant adverse impacts related to the implementation of the Project, but which will be mitigated to an insignificant level by conditions imposed upon the Project, in the areas of traffic and circulation, air quality, biological resources, cultural resources, soils and geology, and hazards and hazardous materials, and noise. The type of impact for which mitigation was designed and the associated mitigation measures are identified in Section 3.1 *Environmental Analysis* of the Draft EIR, and are summarized in the *Executive Summary* of the Draft EIR.

**c.** All feasible mitigation measures, which are within the jurisdiction of the District, as identified in the Draft EIR have been incorporated into the Project and represent the fullest extent to which the Project-related impacts can be reasonably avoided and/or substantially lessened.

**d.** The Draft EIR did not identify alternatives to the Project which would reduce environmental impacts while still substantially achieving the Project’s objectives, and the proposed Project was determined to be the environmentally superior alternative.

**e.** The proposed Project and associated discretionary approvals will result in a significant and unavoidable impact related to particulate matter emissions (PM<sub>10</sub>) from off-site vehicle travel, even after implementation of all feasible mitigation measures. Pursuant to State CEQA Guidelines Section 15093, the District has determined that the unavoidable adverse impacts that will result from project implementation are acceptable and outweighed by specific social, economic and other benefits of the project. Therefore, a Statement of Overriding Considerations has been prepared and is attached hereto as Exhibit A and incorporated herein.

**Section 4.** A mitigation monitoring program for the Project has been prepared in accordance with Section 21081.6 of CEQA, and the District Staff hereby recommend that the Board of Trustees adopt the mitigation monitoring program.

**PASSED, APPROVED AND ADOPTED** this 14th day of April, 2009, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

\_\_\_\_\_  
Joe Range, President  
Board of Trustees

**ATTEST:**

\_\_\_\_\_  
Bettye Underhill, Ph.D.  
Clerk

**ENVIRONMENTAL FINDINGS AND  
STATEMENT OF OVERRIDING CONSIDERATIONS  
REGARDING THE FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT  
FOR THE  
VICTOR VALLEY COLLEGE FACILITIES MASTER PLAN**  
State Clearinghouse Number 2008051094

**SECTION I**

**BACKGROUND AND INTRODUCTION**

**A. PROJECT OVERVIEW**

Victor Valley Community College District ("District") prepared a Draft Program Environmental Impact Report ("Draft EIR") for the Victor Valley College Facilities Master Plan (FMP) and related discretionary actions in the City of Victorville. The Draft EIR addressed the potential environmental effects associated with Master Plan implementation, which will serve a projected 14,616 FTE of enrolled students by the year 2020 with approximately 932,380 square feet of classroom and related building expansion.

The FMP evaluates existing land, infrastructure, facilities and systems in relationship to the College's educational purposes, plans and needs, specifying the capital outlay projects necessary to meet these needs. The Master Plan establishes design Standards and Guidelines that will become the road map for creating a modern, safe and environmentally-responsible campus. The Standards provide design principles for building heights, lighting, public space usage, campus safety and accessibility, and site signage. The Guidelines provide recommendations for the campus site layout, buildings, landscaping and hardscape scheme. Campus "sustainability" will be achieved through the use of LEED (Leadership in Energy and Environmental Design) technical guidelines in site selection, water conservation and management, energy efficiency, conservation of materials and resources, and indoor environmental quality.

**B. PUBLIC INVOLVEMENT AND EIR SCOPING**

This document complies with the California Environmental Quality Act ("CEQA," Public Resources Code §21000 *et seq.*) and the *State CEQA Guidelines* (Cal. Code Regs., Title 14, §15000 *et seq.*). In compliance with CEQA, the District has solicited and considered comments from Responsible and Trustee Agencies, members of the public, and other interested parties during the Project's environmental review process, which includes the following:

- The District issued a Notice of Preparation (NOP)/Initial Study (IS) for the Draft Program EIR with a 30-day public review period from May 20 to June 24, 2008. The NOP/IS was used to establish the scope of the issues addressed in the Draft Program EIR.
- The District received NOP comment letters from two public agencies: 1) the California Regional Water Quality Control Board (RWQCB), Lahontan Region and 2) the California Department of Toxic Substances Control (DTSC). Concerns raised and mitigation recommendations by both agencies were incorporated into the Draft Program EIR.



## C. FINAL EIR CERTIFICATION AND PROJECT APPROVAL PROCESS

### FINDINGS REQUIRED UNDER CEQA

The Board of Trustees (the decision-making body) of the Victor Valley Community College District (the CEQA Lead Agency) certifies the Final EIR, which consists of the Draft Program EIR (SCH No. 2008051094) and the Responses to Comments. Since the Draft EIR identified potentially significant environmental impacts prior to mitigation, the District must also prepare “findings” as part of its action to certify that the Final EIR has been completed in compliance with CEQA. Pursuant to CEQA Section 21081 and CEQA Guidelines Section 15091, no public agency shall approve or carry out a Project for which an environmental impact report has been certified, which identifies one or more significant effects on the environment that would occur if the Project is approved or carried out, unless the public agency makes one or more findings for each of those significant effects, accompanied by a brief explanation of the rationale of each finding. The possible findings, which must be supported by substantial evidence in the record, are:

1. Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.
2. Those changes or alterations are within the responsibility of another public agency and have been, or can and should be, adopted by that other agency.
3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the environmental impact report.

### SIGNIFICANT EFFECTS AND MITIGATION MEASURES

The Draft EIR identified several significant environmental effects (or “impacts”) resulting from implementation of the Project. Some of these significant effects can be fully avoided/mitigated through the adoption of feasible mitigation measures. For those significant impacts that cannot be mitigated to below a level of significance, the District is required to balance, as applicable, the economic, legal, social, technological, or other benefits of the Project against its unavoidable environmental risks when determining whether to approve and implement the Project. The *State CEQA Guidelines* at Section 15093(a) provide that if specific economic, legal, social, technological, or other benefits of the Project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”

As indicated in Section II (Environmental Findings), one environmental effect of the Project cannot be reduced to less than significant levels by the adoption of feasible mitigation measures or feasible environmentally superior alternatives. A long-term air quality impact resulting from off-site vehicular PM<sub>10</sub> emissions is individually and cumulatively considerable when quantified and compared to Mojave Desert Air Quality Management District (MDAQMD) significance thresholds. The impact identified in the Draft EIR as unavoidable and significant requires the preparation of a Statement of Overriding Considerations. The effect is described in Section II, which outlines the District's findings with respect to the environmental effects of the Project. The Statement of Overriding Considerations is provided as Exhibit A.

## **MITIGATION MONITORING AND REPORTING PROGRAM**

A Mitigation Monitoring and Report Program (MMRP) has been prepared to monitor and report the implementation of the mitigation measures identified for the Project. The MMRP will be adopted concurrently with these findings, and will be implemented through the final design, construction and post-construction periods. To the extent that these findings conclude that all mitigation measures outlined in the Draft EIR are feasible and have not been modified, superseded, or withdrawn, the District hereby binds itself to implement these measures. These findings, in other words, are not merely informational, but rather constitute a binding set of obligations that will come into effect when the District certifies the Final EIR.

## **CERTIFICATION OF THE FINAL EIR AND ADOPTION OF FINDINGS**

The District will review and consider the information contained in the Final EIR, as well as submissions from public officials, public agencies and the general public. The District shall certify that the Final EIR reflects the District's independent judgment and analysis. Having considered the foregoing information, as well as any and all other information in the record, the District shall make findings pursuant to CEQA Section 21081. In accordance with the provisions of CEQA and the *State CEQA Guidelines*, the District shall adopt the Findings as part of its certification of the Final EIR for the Project.

## SECTION II

### ENVIRONMENTAL FINDINGS

#### A. FINDINGS REGARDING ENVIRONMENTAL IMPACTS MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT

Environmental impacts identified in the Final EIR as potentially significant but which the District finds can be mitigated to a level of less than significant through the imposition of feasible mitigation measures identified in the Final EIR and set forth herein, are described in this section. The applicable environmental issue areas include Traffic and Circulation, Air Quality, Biological Resources, Cultural Resources, Soils and Geology, and Hazards and Hazardous Materials.

##### 1. TRAFFIC AND CIRCULATION

- a. **Impact:** The following intersections will be significantly impacted by project traffic during one or both peak hours in the years 2009 and 2025:

- Spring Valley Parkway at Driveway 2 (Francesca Rd)
- Jacaranda Road at Bear Valley Road

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

The impact will be mitigated with implementation of the following mitigation measure(s):

**Mitigation Measure 3.2-1:** *The College shall mitigate the forecast intersection deficiency at Spring Valley Parkway and Driveway 2 (Francesca Rd) by providing an all-way stop sign or roundabout in 2009 or as traffic conditions warrant, based upon monitoring by the College and/or City of Victorville. The College shall maintain these improvements beyond Long-Term (2025) Campus buildout due to forecast deficiencies in their absence.*

**Mitigation Measure 3.2-2:** *The College shall mitigate the forecast intersection deficiency at Jacaranda Road at Bear Valley Road by providing the following interim improvements in 2009 or as traffic conditions warrant, based upon monitoring by the College and/or City of Victorville:*

- *Southbound approach: One left-turn lane, one through lane, and two right-turn lanes*
- *Eastbound approach: Two left-turn lanes, three through lanes, and one right-turn lane*

*The College shall maintain these improvements beyond Long-Term (2025) Campus buildout due to forecast deficiencies in their absence.*

**Facts in Support of the Finding:** The aforementioned mitigation measures are from the *Traffic Study for the Victor Valley College Master Plan in the City of Victorville* (Traffic Study) prepared by Katz, Okitsu & Associates (KOA) in March 2007. Insofar as those

measures are based upon modeling assumptions and protocols accepted and used by the City of Victorville, the measures are deemed adequate under CEQA by providing verifiable reductions in the adverse effects of project-related traffic. The measures will improve traffic movement efficiency at the impacted intersections and reduce the adverse effects to acceptable levels of service.

- b. **Impact:** The *Traffic Study* (KOA 2007) notes that the Bear Valley Road/Jacaranda Road intersection improvements are also necessary because that entrance needs to allow for all turns for vehicles wishing to enter and exit the Campus. If the connector is left in its current condition and is not long enough, vehicles wishing to turn left or right out of the site will back up onto Jacaranda Road or onto Bear Valley Road for those wanting to turn right onto Jacaranda Road. Without an extended connector, the potentially heavy queue of vehicles along both roads could cause safety hazards.

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

The impact will be mitigated with implementation of the following mitigation measure(s):

***Mitigation Measure 3.2-3:** Prior to approving or implementing long-term improvements at the Jacaranda Road/Bear Valley Road intersection, the College shall obtain the services of a qualified traffic engineer to evaluate traffic queuing and related safety hazards and to provide traffic engineering recommendations to avoid such circumstances, including but not limited to land use and road design modifications to the Facilities Master Plan site plan. Evidence of such consultation shall be provided to the City of Victorville Traffic Engineer in the form of a mitigation plan demonstrating mitigated queue lengths, either with or without extending the connector road between Bear Valley Parkway and Jacaranda Road.*

**Facts in Support of the Finding:** The *Traffic Study* (KOA 2007) finds that the affected intersection will operate at acceptable levels of service once the mitigation measure is implemented. Consultation between the City of Victorville and the College will not only be necessary to mitigate the aforementioned impact, but also to determine the operational effects of the City's proposal to extend Peach Avenue and reconfigure Spring Valley Parkway west of the VVC Campus. The City's road project could modify or eliminate the need for some of the Traffic Study mitigation; therefore, related issues must be further considered by the College and the City during FMP project planning and traffic performance monitoring.

## 2. AIR QUALITY

- a. **Impact:** Construction activities could exceed the daily threshold value for ROG, primarily associated with the use of paints and coatings, resulting in a potentially significant impact. (DEIR Impact 3.3-1)

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate the significant effects on the environment.

The ROG impact will be mitigated with implementation of the following mitigation measure:

**Mitigation Measure 3.3-1:** *During construction, the College shall specify in bid and construction documents that the contractor(s) shall use paints/coatings containing no more than 0.22 pound/gallon (100 gram/liter) VOC. The College shall also abide by any other measures specified by the MDAQMD for the reduction of ROG.*

**Facts in Support of the Finding:** Project-related ROG levels would be reduced below the MDAQMD threshold of 137 pounds per day through the use of low-VOC paint. The use of coating application equipment that improves transfer efficiency above that of typical air atomized spray equipment would further reduce VOC emissions.

In addition, MDAQMD reviewed the Draft EIR air quality analysis and concurred with the mitigation and the conclusion that VOC emissions would be kept below levels of significance for the duration of project construction.

- b. **Impact:** Long-term vehicular carbon monoxide (CO) emissions would exceed the MDAQMD criterion value.

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate the significant effects on the environment.

The CO impact will be mitigated with implementation of the following mitigation measures:

**Mitigation Measure 3.3-2:** *The College shall evaluate each phase of FMP development to ensure that the following design measures are applied:*

- *To encourage the use of mass transportation on an “every day” basis, the College shall place bus stop shelters at any bus stops situated or to be situated along any site frontage routes if not already so equipped.*
- *To encourage the use of localized commercial facilities and reduce the need for vehicle travel, the College shall include both bike lanes (where feasible) and bike paths between the existing adjacent residential and commercial development areas. Additionally, the College shall provide sidewalks and walking paths to the commercial area to the southwest as well as the adjacent open space areas to the northeast.*
- *If not already in effect, the College shall establish a service and/or newsletter/flyer that will promote the benefits of ride sharing and include a sign-up so that riders may contact each other to carpool.*

**Mitigation Measure 3.3-3:** *The College shall evaluate each phase of FMP development to ensure that the following design measures are applied:*

- *The College shall specify the use of energy efficient construction no less than 5 percent beyond Title 24 requirements.*
- *The College shall specify the installation of Energy Star-certified (or equivalent) efficient lighting, air conditioning, water heaters, and appliances where applicable.*

- *The College shall specify the installation of energy efficient street, parking area, and field lighting.*
- *The College shall specify that all fixtures used for lighting of interior classrooms and offices and exterior common areas shall be regulated by automatic devices to turn off lights when they are not needed while retaining a minimum level of lighting for safety.*

**Facts in Support of the Finding:** Because the majority of CO emissions are created from mobile sources miles away from the College over which the College has no control, the *Air Quality Study* (Synectecology 2008) prescribes on-site measures to be incorporated into the project design as a means of reducing vehicular trips to the extent feasible. Measures are also prescribed to minimize stationary source emissions. Moreover, when build-out year 2025 is considered, CO emissions are no longer significant because CO emissions from vehicle exhaust are declining faster than vehicles are being added to the road and the yearly volume of CO emissions is likely to be well under the 100 ton per year threshold value.

### 3. BIOLOGICAL RESOURCES

- a. **Impact:** Three special-status plant species (Booth's evening-primrose, desert cymopterus, and Joshua tree) and four special-status wildlife species (burrowing owl, California horned lark, yellow-breasted chat, and Mojave ground squirrel) may occur within Zones B and F. Future development within Zones B and F could impact these species. (DEIR p. ES-10)

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

The impact will be mitigated with implementation of the following mitigation measure(s):

***Mitigation Measure 3.7-1:*** *Prior to land-clearing activities in Zones B and F, a qualified biologist shall conduct a survey to identify whether special status species occur at the site. If special status species are found, a Biological Report shall be prepared to identify the special status species and provide mitigation as required.*

**Facts in Support of the Finding:** In June 2008, SWCA Environmental Consultants (SWCA) prepared a *Biological Resources Assessment* (BRA), the findings and recommendations of which were summarized in the Draft EIR. The purpose of the BRA was to determine the occurrence potential for special-status species and sensitive or jurisdictional habitats within the VVC Campus. In reviewing possible biological constraints within the FMP area, the BRA (pp. 4-5) found that Campus habitats are "highly disturbed" and not designated sensitive by the California Department of Fish and Game (CDFG). However, SWCA biologists relied on their expertise with special-status species to formulate a framework for conducting future site-specific plant and wildlife species surveys. The land-clearing activities will be preceded by biological surveys and, as appropriate, a program of site-specific avoidance or mitigation measures that will maintain impacts at levels that are less than significant. The methods for reducing impacts will be consistent with the standard of professional care exercised

throughout the State of California by wildlife biologists. The survey and mitigation protocols will be those supported by CDFG and the U.S. Fish and Wildlife Service.

- b. **Impact:** Construction activities associated with any of the future development projects that result in the removal of vegetation could have both direct and indirect impacts to actively nesting birds, including the nests of special-status species. Direct impacts would include the destruction of active nests, eggs, or young located within vegetation removed as a result of construction activities. Indirect impacts would include noise and disturbance associated with the construction activities that cause birds in adjacent habitats to abandon their nests. (DEIR p. ES-10)

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

The impact will be mitigated with implementation of the following mitigation measure(s):

***Mitigation Measure 3.7-2:** Prior to land-clearing activities in Zones B and F between February 1 through September 15, a qualified biologist shall conduct a nesting survey to identify any direct or indirect impacts to actively nesting birds. If direct or indirect impacts are identified, the biologist shall specify the appropriate mitigation measure(s) for these impacts. Such measures may include avoidance of occupied nests, working outside an established buffer area, modified scheduling of grading and clearing, and monitoring of active nests during construction.*

**Facts in Support of the Finding:** The methods for reducing impacts to migratory birds during nesting season are consistent with the standard of professional care exercised throughout the State of California by wildlife biologists. The survey and mitigation protocols indicated are supported by California Department of Fish and Game and U.S. Fish and Wildlife Service.

- c. **Impact:** Freshwater emergent wetland (man-made), freshwater pond (man-made), and riverine (Mojave River) habitats, which are potential wetlands and/or jurisdictional waters, were identified on and adjacent to the Campus. Should activities associated with implementation of the FMP affect the blue-line stream in Zone B or the Mojave River and its tributaries, a Streambed Alteration Agreement or other permit may be required. (DEIR p. ES-10)

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

The impact will be mitigated with implementation of the following mitigation measure:

***Mitigation Measure 3.7-3:** Prior to land-clearing and/or development activities within 300 feet of the blue-line stream in Zone B or the Mojave River, the District shall consult with a qualified biologist and/or the CDFG to determine the necessity of a Streambed Alteration*

*Agreement. The District shall also determine USACE permit requirements under Section 404 of the Clean Water Act prior to impacting the Mojave River or tributary waters.*

**Facts in Support of the Finding:** Potential impacts to ACOE, RWQCB and CDFG jurisdictional features onsite will be evaluated during the site planning phase(s) of Campus development. The outcome of a jurisdictional delineation may necessitate a permit and related conditions, most likely requiring on- or off-site mitigation and/or replacement, subject to the oversight of the permitting agency. While it is anticipated that all mitigation could be accomplished on-site or in the adjacent Mojave River, mitigation could also require investigation of mitigation banking options for a combination of restoration and enhancement opportunities within the watershed and surrounding areas. Under all circumstances, the methods for mitigating impacts will be consistent with the standard of professional care exercised throughout the State of California by wildlife biologists, and accepted by ACOE, CDFG, and RWQCB.

#### 4. CULTURAL RESOURCES

- a. **Impact:** The cultural resource records search determined that only a small portion of the project area (less than 10%) has been previously surveyed for cultural resources. Therefore, there may be unknown cultural resources that could be significantly impacted as a result of implementation of the Facilities Master Plan.

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

The impact will be mitigated with implementation of the following mitigation measure(s):

***Mitigation Measure 3.8-1:*** *Prior to construction activities for implementation of the Facilities Master Plan, a Phase I Cultural Resources Assessment shall be completed by qualified cultural resources professionals. The Phase I Cultural Resources Assessment may recommend archaeological monitoring during ground disturbance. A pre-construction meeting shall be conducted in which a qualified archaeologist shall explain procedures necessary to identify, protect, and safely remove potentially significant archaeological materials for study and curation.*

***Mitigation Measure 3.8-2:*** *If historical or unique archaeological resources are discovered during construction activities, work in the immediate vicinity of the find must stop until a qualified archaeologist can evaluate the significance of the find and identify the appropriate treatment of the resource. The methods used during monitoring and/or recovery of archaeological resources shall be documented in a report of findings. Construction activities may continue in other areas of the project site while evaluation and treatment of historical or unique archaeological resources takes place. If the discovery proves significant under CEQA, additional work such as testing or data recovery may be necessary.*

**Facts in Support of the Finding:** In order to address the potential for accidental discovery of sub-surface cultural resources during ground-disturbing activities, the District will be



required to negotiate an agreement with a qualified archaeologist to conduct a Phase I Cultural Resources Assessment, which generally prescribes monitoring procedures during grading, excavation and other ground disturbance activities. The pre-construction meeting will establish procedures regarding notification, work stoppage, and treatment of any cultural resources and/or human remains discovered on the project site. The methods for reducing the potential for such impacts are consistent with the standard of professional care exercised throughout the State of California by professional archaeologists.

- b. **Impact:** Although there is no knowledge of human remains on the project site, the following standard condition is included as mitigation.

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

The impact will be mitigated with implementation of the following mitigation measure(s):

***Mitigation Measure 3.8-3:** The discovery of human remains is always a possibility during ground disturbances. The State of California Health and Safety Code Section 7050.5 addresses these finds. This code section states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. The County Coroner must be notified of the find immediately. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine and notify a Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.*

**Facts in Support of the Finding:** In order to address the potential for accidental discovery of human remains during ground-disturbing activities, the District will be required to negotiate an agreement with a qualified archaeologist that establishes monitoring procedures during grading, excavation and other ground disturbance activities. The procedures will also include decision support regarding notification, work stoppage, and treatment of any cultural resources and/or human remains discovered on the project site. The methods for reducing the potential for such impacts are consistent with the standard of professional care exercised throughout the State of California by professional archaeologists.

- c. **Impact:** Earthmoving activities associated with construction, as well as the unauthorized collection of fossil remains by construction personnel, could result in the loss of previously unrecorded fossil sites.

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

The impact will be mitigated with implementation of the following mitigation measure(s):

**Mitigation Measure 3.8-4:** *A pre-construction meeting shall be conducted in which a qualified paleontologist shall explain procedures necessary to identify, protect, and safely remove potentially significant paleontological materials for study and curation. In the event paleontological resources are encountered during earthwork, the construction contractor will cease activity in the affected area and redirect activities into another area until a qualified paleontologist can evaluate the discovery, and implement appropriate treatment measures, if necessary. The paleontologist would determine if the paleontological material should be salvaged, identified, and permanently preserved. Curation of specimens into an accredited museum repository would be conducted by a qualified paleontologist, who would also need to be retained to develop a mitigation program in accordance with the County of San Bernardino Development Code §82.20.030, including curation, to mitigate adverse effects associated with the proposed project.*

**Facts in Support of the Finding:** In order to address the potential for accidental discovery of paleontological resources during ground-disturbing activities, the District will be required to negotiate an agreement with a qualified paleontologist that establishes monitoring procedures during grading, excavation and other ground disturbance activities. The procedures will also include decision support regarding notification, work stoppage, and treatment of any paleontological resources discovered on the project site. The methods for reducing the potential for such impacts are consistent with the standard of professional care exercised throughout the State of California by professional paleontologists.

## 5. SOILS AND GEOLOGY

Although the NOP/Initial Study determined that Soils and Geology topics did not warrant further analysis in the Draft EIR, the *Geotechnical and Geologic Review and Limited Preliminary Geotechnical Investigation* (Leighton 2006) states that each building would require separate liquefaction studies and structural recommendations, only some of which were listed in that geotechnical report. The *Preliminary Geotechnical Investigation* identifies feasible locations for improvements with respect to liquefaction hazards and other potential geologic/geotechnical hazards. However, that report is intended for planning purposes only and was prepared without the availability of a conceptual site plan. The report assumed only that the Master Plan would consist of several classroom and office structures up to three stories, and related improvements such as parking lots, an athletic field and landscaping.

- a. **Impact:** To satisfy Division of the State Architect (DSA) requirements for Public Schools and Colleges and to ensure evaluation and mitigation of liquefaction and/or other potential hazards, additional structure-specific geotechnical investigation will be necessary when preliminary structural and grading plans are available.

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

The impact will be mitigated with implementation of the following mitigation measure(s):

**Mitigation Measure GEO-1:** *As plans for new improvements progress, design-specific subsurface geotechnical investigations shall be required to satisfy State of California*

requirements (2001 CBC Section 1804A.2) and to develop geotechnical recommendations specific to the proposed structure(s). As appropriate to the area of the Campus under evaluation, a refined liquefaction evaluation shall be performed at that time, with structure-specific recommendations to mitigate calculated settlement due to liquefaction.

**Facts in Support of the Finding:** The subsurface investigations and regulatory requirements noted in the mitigation measure above would be implemented during structural design and under the supervision of a licensed professional engineer. Compliance with the regulations indicated above, which derive from the *Geotechnical and Geologic Review and Limited Preliminary Geotechnical Investigation* (Leighton 2006), would ensure that structures and occupants are not exposed to any unusual or excessive risks related to liquefaction or other seismically-induced hazards. As such, impacts would be mitigated to a level that is less than significant.

## 6. HAZARDS AND HAZARDOUS MATERIALS

- a. **Impact:** Since demolition of aging structures will occur, lead-based paint and organochlorine pesticides from termiticide applications may be potential environmental concerns on the Campus. (DEIR Impact HAZ-1)

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

The impact will be mitigated with implementation of the following mitigation measure(s):

**Mitigation Measure HAZ-1:** *Prior to structural demolition, whether full or partial, the College shall evaluate the potential presence of lead-based paint and organochlorine pesticides. In so doing, the College shall comply with DTSC recommendations for investigation and mitigation as provided in DTSC's "Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead From Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers," dated June 9, 2006.*

**Facts in Support of the Finding:** The regulations and programs noted in the mitigation measures above would be implemented as necessary during demolition activities. Compliance with the regulations indicated above would ensure that construction workers and the general public would not be exposed to any unusual or excessive risks related to hazardous materials during demolition activities. As such, impacts associated with the exposure of construction workers and the public to hazardous materials during demolition activities would be mitigated to a level that is less than significant.

- b. **Impact:** If any area of the Campus has been used for agricultural purposes, pesticides (e.g., DDT, DOE, toxaphene) and fertilizers (usually containing heavy metals) commonly used as part of agricultural operations are likely to be present. These agricultural chemicals are persistent and bio-accumulative toxic substances. (DEIR Impact HAZ-2)

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

The impact will be mitigated with implementation of the following mitigation measure(s):

***Mitigation Measure HAZ-2:** Prior to development on, or use of soils from, areas of the Campus historically used for agricultural purposes, the College shall evaluate the potential presence of toxic substances resulting from application of pesticides and/or fertilizers. In so doing, the College shall comply with DTSC recommendations for investigation and mitigation as provided in the "Interim Guidance for Sampling Agricultural Soils (Second Revision)," dated August 2002. This Guidance shall be followed for sampling agricultural properties where development is anticipated.*

**Facts in Support of the Finding:** The regulations and programs noted in the mitigation measures above would be implemented during site planning activities. Compliance with the regulations indicated above would ensure that construction workers and the general public would not be exposed to any unusual or excessive risks related to hazardous materials during soil disturbance activities. As such, impacts associated with the exposure of construction workers and the public to hazardous materials during such activities would be mitigated to a level that is less than significant.

## **B. FINDINGS REGARDING ENVIRONMENTAL IMPACTS NOT FULLY MITIGATED TO A LEVEL OF LESS THAN SIGNIFICANT**

Environmental impacts identified in the Final EIR as potentially significant but which the District finds cannot be fully mitigated to a level of less than significant, despite the imposition of all feasible mitigation measures identified in the Final EIR and set forth herein, are described in this section. The applicable environmental issue area is Air Quality.

### **1. AIR QUALITY**

- a. **Impact:** Long-term vehicular PM<sub>10</sub> emissions would exceed the MDAQMD criterion value.

**Finding:** Changes or alterations have been required in, or incorporated into, the Project which partially mitigate the significant effects on the environment.

The long-term PM<sub>10</sub> impact will be partially mitigated with implementation of the following mitigation measures:

***Mitigation Measure 3.3-2:** The College shall evaluate each phase of FMP development to ensure that the following design measures are applied:*

- *To encourage the use of mass transportation on an "every day" basis, the College shall place bus stop shelters at any bus stops situated or to be situated along any site frontage routes if not already so equipped.*

- *To encourage the use of localized commercial facilities and reduce the need for vehicle travel, the College shall include both bike lanes (where feasible) and bike paths between the existing adjacent residential and commercial development areas. Additionally, the College shall provide sidewalks and walking paths to the commercial area to the southwest as well as the adjacent open space areas to the northeast.*
- *If not already in effect, the College shall establish a service and/or newsletter/flyer that will promote the benefits of ride sharing and include a sign-up so that riders may contact each other to carpool.*

**Facts in Support of the Finding:** Project-related PM<sub>10</sub> (and PM<sub>2.5</sub> component) is composed of vehicle exhaust, clutch and brake dust, and entrained road dust that is “kicked-up” by the tires as the vehicle moves along the roadway. Because the majority of these emissions are created from mobile sources miles away from the College over which the College has no control, the *Air Quality Study* (Synectecology 2008) prescribes the aforementioned measure to be incorporated into the project design as a means of reducing vehicular trips to the extent feasible. With the implementation of the mitigation measure, impacts for all emissions will be reduced. However, vehicular PM<sub>10</sub> emissions associated with site occupancy are expected to remain significant and unavoidable.

## C. FINDINGS REGARDING ALTERNATIVES TO THE PROJECT

CEQA requires that the EIR describe a range of reasonable alternatives to the Project, or to the location of the Project, which could feasibly attain the basic objectives of the Project and to evaluate the comparative merits of the alternatives. Section 15126(d)(1) of the CEQA Guidelines states that the “... *discussion of alternatives shall focus on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project, even if these alternatives would impede to some degree the attainment of the project objectives, or would be more costly.*”

As prescribed by CEQA, Chapter 4.0 (*Project Alternatives*) of the Draft EIR evaluates the comparative merits of the following alternatives:

- No Project
- Alternative Site Design – Optional Housing Component
- Alternative Site Design – Existing Loop Road Alternate
- Peach Avenue Extension Alternative (City of Victorville as CEQA lead agency)

The iterative stakeholder-driven design and analysis process that produced the FMP, as well as the inability of other alternatives to further minimize potential environmental impacts, warrant a limited range of project alternatives. The College began the Master Plan process with a team of educational and site planners, engineers, architects, and other specialized consultants evaluating a range of issues including traffic, utilities, infrastructure, geotechnical constraints, energy technologies, and space planning and design. Site plan options were presented to VVC faculty, staff, students and administrators, public officials, and the public through a series of workshops. Comments and input directly shaped the final Site Plan design scheme that was ultimately selected by Campus-wide vote, and which reflects a thorough consideration of alternatives meeting VVC's future educational and physical needs.

Having undergone through evaluations during the FMP preparation process, the Alternative Site Designs (i.e., Housing and Loop Road) both provide feasible facilities options with equivalent environmental effects and could be implemented by the District at a later date and as conditions warrant. The City of Victorville's roadway alternative is generally feasible but must undergo project-specific analysis to determine the extent of environmental effects and any required mitigation under CEQA.

All but one of the impacts that the Draft EIR identifies as potentially significant are deemed to be less than significant with mitigation. Particulate matter (PM<sub>10</sub>) emissions from long-term vehicular use during the lifetime of the College cannot be feasibly reduced to below a level of significance by this or any other single project. Similarly, no feasible project alternative could substantially lessen or avoid potential environmental impacts beyond the levels already achieved by the proposed mitigation measures.

## SECTION III

### RECORD OF PROCEEDINGS

For purposes of CEQA and these Findings, the Record of Proceedings for the Project consists of the following documents, at a minimum:

- The May 2008 NOP issued by the District in conjunction with the Project;
- The January 2009 Draft EIR and April 2009 Final EIR, including appendices and technical studies included or referenced in the Draft EIR;
- All comments submitted by agencies or members of the public during the 45-day public comment period on the Draft EIR;
- All comments and correspondence submitted to the District with respect to the Project, in addition to timely comments on the Draft EIR;
- The mitigation monitoring and reporting program for the Project
- All findings and resolutions adopted by the District decision-makers in connection with the Project, and all documents cited or referred to therein;
- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the Project;
- All documents and information submitted to the District by responsible, trustee, or other public agencies, or by individuals or organizations, in connection with the Project;
- Matters of common knowledge to the District, including, but not limited to federal, state, and local laws and regulations;
- Any documents expressly cited in these findings, in addition to those cited above; and
- Any other materials required to be in the Record of Proceedings by Public Resources Code section 21167.6, subdivision (e).

The custodian of the record of proceedings is Victor Valley College at 18422 Bear Valley Road, Victorville, California 92395.

The District has relied on all of the documents listed above in reaching its decision on the Project, even if every document was not formally presented to the Board of Trustees as part of the District's files generated in connection with the Project.

## EXHIBIT A

### STATEMENT OF OVERRIDING CONSIDERATIONS

The California Environmental Quality Act (CEQA) requires a public agency to balance the benefits of the Project against its unavoidable environmental risks in determining whether to approve the Project. The Final Environmental Impact Report (EIR) for the Victor Valley College Facilities Master Plan has identified and discussed significant effects that may occur as a result of the Project. With implementation of the Project Design Features, Standard Conditions, and/or Project-specific mitigation measures identified for each environmental topic, most of the potentially significant impacts can be reduced to a level considered less than significant, except for unavoidable significant impacts as discussed in part B of the Findings.

The Victor Valley Community College District has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Facilities Master Plan. In these and all other cases, impacts have been mitigated to the extent considered feasible. All significant adverse impacts are identified in the Final EIR and are addressed in the Findings, which accompany this Statement of Overriding Considerations.

The Project will result in the following significant impact that cannot be mitigated to a less than significant level:

#### 1. Air Quality

Daily Significance Thresholds: Even with the application of MDAQMD standard conditions and the use of all feasible mitigation, the Project will result in long-term (Project buildout and operations-related) air quality impacts associated with regional PM<sub>10</sub> levels generated from vehicular sources.

Pursuant to State CEQA Guidelines Section 15093, the District must balance the benefits of the Project against any unavoidable environmental impacts in determining whether to approve the Project. If the benefits of the Facilities Master Plan outweigh the unavoidable adverse environmental impacts, those impacts may be considered “acceptable.”

The District has determined that the unavoidable adverse impacts that will result from Project implementation are acceptable and outweighed by specific social, economic and other benefits of the Project. In making this determination, the factors and public benefits specified below were considered. The District further finds that except for the Facilities Master Plan as proposed, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of District's objectives and/or of specific economic, social and other benefits that this District finds outweigh any environmental benefits of the alternatives.

Having reduced the adverse significant environmental effects of the Project to the extent feasible by adopting the mitigation measures; having considered the entire administrative record on the Project; and having weighed the benefits of the Project against its unavoidable adverse impacts after mitigation, the District has determined that the following environmental, social, and economic benefits of the Facilities Master Plan outweigh the potential unavoidable adverse impacts and render those potential adverse environmental impacts acceptable based upon the following overriding considerations:



## **Environmental, Social, and Economic Benefits of the Project**

- The Facilities Master Plan upholds the goals of the Educational Master Plan by providing facilities with which to offer academic and vocational education to students at the lower college division level. (Draft EIR, p. 2-19)
- Expanded and upgraded Campus facilities will allow the College to contribute to community and state-wide economic growth and competitiveness through vocational and technical instruction leading to employment, continuing education, student support services, adult non-credit instruction, and instruction in basic skills and English as a Second Language. (FMP p. 22)
- The Project is expected to be built out over the course of 10 to 20 years, providing steady construction jobs over the construction period.
- The Project will improve local traffic circulation, including transit and emergency vehicle access to the Victor Valley College campus and surrounding properties, through the roadway and access improvements. (Draft EIR, p. 3.2-7)
- The Project will remove potential health risks through demolition and clean up of debris, including possible asbestos-containing materials, Termiticides and lead-based paints in older facilities. (Draft EIR, p. ES-13)
- A one-megawatt wind turbine will generate about 1,500,000 kWh/yr using a 17 percent capacity factor. Assuming an average electrical load of 1.3 megawatts at the College, the wind turbine will generate between 10 and 15 percent of the energy needs on an annual basis. (Draft EIR, p. 2-9)
- The FMP proposes to achieve and maintain the goal of Campus sustainability by using other alternative energy technology such as solar panels combined with building orientation, landscaping and shading considerations to regulate heat gain/loss. FMP provisions include a Solar Farm/Research Field; building-integrated photovoltaics to generate electricity on-site; and charging stations for electric vehicles at certain parking locations. (Draft EIR, p. 2-9, 2-10)
- The FMP proposes the following Building Composition/Architecture strategies to reduce indoor and outdoor pollution levels:
  - Use of natural materials such as stone, lumber, earth, etc.
  - Specify materials that do not contain formaldehyde, organic solvents, VOCs and chlorofluorocarbons (CFCs). (Draft EIR, p. 3.9-10)
- Consistent with the guidance provided by the Regional Water Quality Control Board (RWQCB), the FMP maintains and/or restores nature drainage patterns to the extent feasible, while also incorporating designs that use vegetated areas for stormwater management and infiltration on-site to filter sediment and pollution, and to regulate the volume of runoff from land surfaces to adjacent washes. (Draft EIR, p. 3.9-10)

- The FMP proposes various Site Design/Development strategies to improve water quality and hydrologic conditions, including the following:
  - Maximize infiltration of stormwater runoff on-site and prevent increase in rate of stormwater leaving the site.
  - Design landscapes to allow irrigation and stormwater to soak into the soil and recharge groundwater systems and filter out pollutants.
  - Use xeriscaping (plants suited for dry arid climates) and water-efficient landscaping.
  - Prevent soil erosion before, during, and after construction by controlling stormwater runoff and wind erosion. Consider silt fencing, sediment traps, construction phasing, stabilization of slopes, and maintaining and enhancing vegetation and ground cover.
  - Protect hillsides using adequate erosion control measures such as hydroseeding, erosion control blankets, and/or sedimentation ponds to collect runoff. (Draft EIR, p. 3.9-10)
  
- The proposed system of lakes and water features will ensure that groundwater recharge is maintained at or above current levels, while also providing an alternative to pumped or imported water for irrigation in much of the Lower Campus. (Draft EIR, p. 3.9-12)
  
- The Project will provide fire prevention and firefighting support infrastructure upgrades, including state-of-the-art extinguishing systems and upgrades to older buildings to provide the same capabilities as the systems in the new buildings. (Draft EIR, p. 3.10-3)
  
- The Project would enhance Campus safety by providing:
  - Well-illuminated, open areas along pathways, between buildings, and within/around parking structures;
  - Pathway routes and parking areas with emergency code blue phones that have direct connection to emergency services; and
  - Closed circuit television inside and outside of all buildings and parking structures, as well as a security system capable of card access and interfacing with the CCTV system. These systems will be connected to a central monitoring station, such as the Campus Police station. (Draft EIR, p. 3.10-4)
  
- The FMP includes plans to reduce overall water consumption and wastewater generation in buildings with various strategies that include the following:
  - Replace plumbing fixtures to meet or exceed the performance requirements of the Energy Policy Act (EPACT) of 1992.
  - Use infrared faucet sensors and delayed action shut-off or automatic mechanical shut-off valves; waterless/low-flush toilets; and low-flow faucets and shower heads. (Draft EIR, p. 3.11-5)
  
- The FMP also addresses the need for water conservation by establishing goals and strategies for irrigation efficiency and by reducing the use of potable water for landscape irrigation by:
  - Integrating irrigation strategies with storm water design.

- Selecting native vegetation, climate-adapted vegetation and drought-resistive plants.
  - Using high-efficiency irrigation systems that utilized drip irrigation, moisture sensors, and/or timers instead of more conventional systems (measure appropriateness through life-cycle cost analysis).
  - Using recirculating water in fountains and water displays.
  - Using gray water, stormwater, or harvested rainwater for waste conveyance and/or irrigation. (Draft EIR, p. 3.11-5)
- The FMP adheres to sustainable design goals, including conservation of natural resources, increased use of sustainable products, and minimization of waste through reducing, reusing, and recycling. Future VVC projects will specifically reduce waste from construction, renovation and demolition projects, as well as operations, through the following:
    - Adaptive reuse of existing structures instead of new construction when possible.
    - Use of durable materials to extend building life span.
    - Specification of materials from companies that incorporate reclamation programs such as ceiling tiles and carpet.
    - Use of recyclable materials.
    - Minimization of waste associated with future reconfiguration of interior offices by designing open office environments and using flexible furniture systems.
    - Requirements for contractors to incorporate a construction waste management plan that diverts waste from landfills.
    - Keeping greenwaste out of the landfill by selecting appropriate plants to reduce pruning, using plant trimmings as mulch and compost, and grasscycling.

Aside from the value achieved by conserving landfill capacity and limiting the land disturbance effects of expanding such facilities, the FMP materials use strategies and operational practices will have other environmental benefits. For instance, by using locally manufactured materials (i.e., within 500-mile radius of Campus, require 20 percent minimum of materials to be manufactured and 10 percent of raw materials to be harvested), energy use and pollution associated with material transportation would be minimized. Similarly, by calculating life-cycle costs and comparing the initial cost, service life costs, and the annual maintenance costs over a 50-year life span, the College can ensure the use of materials with a long service life, thereby reducing product turnover and disposal rates as well.

If implemented as planned, the FMP would substantially reduce the College's contribution to landfill disposal, waste production, and energy consumption. (Draft EIR, p. 3.11-7)

The District has determined that the foregoing benefits provided to the public through approval and implementation of the Facilities Master Plan outweigh the identified significant adverse environmental impact that cannot be mitigated. The District finds that each of the FMP benefits outweighs the unavoidable adverse environmental effect identified in the EIR and therefore finds those impacts to be acceptable.

## **EXHIBIT B**

### **CERTIFICATION OF THE FINAL EIR**

The Board of Trustees has reviewed and considered the Final EIR and finds that the Final EIR is an accurate and objective statement that fully complies with CEQA and the State CEQA Guidelines. Further, the Final EIR reflects the independent judgment of the District, and no new significant impacts as defined by State CEQA Guidelines section 15088.5 have been received by the District after circulation of the Draft EIR which would require recirculation.

The District certifies the Environmental Impact Report based on the following findings and conclusions:

#### **A. Findings.**

The following significant environmental impact has been identified in the EIR and, although subject to all applicable and feasible mitigation measures, the impact cannot be mitigated to less than significant:

1. Air Quality: The Project will result in long-term (Project buildout and operations-related) air quality impacts associated with regional PM<sub>10</sub> levels generated from vehicular sources.

#### **B. Conclusions.**

1. All significant environmental impacts from the implementation of the Facilities Master Plan have been identified in the EIR and, with implementation of the mitigation measures identified, will be mitigated to a level of insignificance, except for the impact listed above and described in Exhibit A (Statement of Overriding Considerations).
2. Other reasonable alternatives to the proposed Facilities Master Plan that could feasibly achieve most of the basic Project objectives have been considered. Since the alternatives considered did not serve to reduce or avoid any potentially significant impacts, and because the alternatives offer no feasible means of avoiding the significant effect identified in Exhibit A (Statement of Overriding Considerations), the alternatives are rejected in favor of the proposed FMP. Environmental, economic, social and other considerations and benefits derived from the development of the FMP override and make infeasible any alternatives to the FMP or further mitigation measures beyond those incorporated into the FMP.

# Mitigation Monitoring and Reporting Program

Victor Valley College Facilities Master Plan

Environmental Impact Report

(State Clearinghouse Number 2008051094)

Victorville, California

April 2009

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## 1.0 INTRODUCTION

Pursuant to Section 21081.6 of the Public Resources Code and the California Environmental Quality Act (CEQA) Guidelines Section 15074(d), public agencies are required to adopt a monitoring or reporting program to assure that the mitigation measures and revisions identified in the Environmental Impact Report (EIR) are implemented. As stated in Section 21081.6 of the Public Resources Code:

*“...the public agency shall adopt a reporting or monitoring program for the changes to the project which it has adopted, or made a condition of project approval, in order to mitigate or avoid significant effects on the environment.”*

The EIR (State Clearinghouse Number 2008051094) prepared by the Victor Valley Community College District ("District") for the Victor Valley College (VVC) Facilities Master Plan (FMP) project provided an analysis of the environmental effects resulting from implementation of the project, including planning, construction and operation. A thorough evaluation of the project was undertaken in compliance with CEQA, including the identification of measures designed to avoid or substantially reduce the potential adverse effects of the project to below a level of significance.

### 1.1 Mitigation Matrix

In order to sufficiently track and document the status of mitigation measures, a mitigation matrix has been prepared and includes the following components:

- Mitigation measure number
- Mitigation measure (text)
- Implementation Action
- Responsible Monitoring Party
- Monitoring Phase
- Verification/Approval Party
- Mitigation Measure Implemented? (Y/N and date)
- Documentation Location (Monitoring Record)

The monitoring phase has been apportioned into several specific timing increments. Of these, the most common are:

- During planning and conceptual design
- Prior to demolition, grading, building, or construction
- During construction

### 1.2 Mitigation Monitoring Procedures

The District is the designated lead agency for the Facilities Master Plan project. The District is responsible for review of all monitoring reports, enforcement actions, and document disposition. The District will rely on information provided by the monitors as accurate and up-to-date and will field check mitigation measure status as required.

#### 1.2.1 Coordination with Contractors

The Director of Facilities, Construction & Contracts serves as the construction manager/superintendent and is responsible for coordination of contractors, and is also responsible for contractor completion of required measures in accordance with the provisions of this program.

### **1.2.2 Recognized Experts**

The use of recognized experts as a component of the mitigation monitoring team is required to ensure compliance with scientific and engineering based mitigation measures. While the mitigation monitoring team assesses compliance with required mitigation measures, consultation with the District's Facilities, Construction & Contracts staff shall take place in the event of a dispute.

### **1.2.3 Arbitration/Dispute Resolution**

If the mitigation monitor has identified an action which, in the opinion of the monitor, has not been implemented or has not been implemented correctly, the problem will be brought to the attention of the Director of Facilities, Construction & Contracts for resolution. The Director or designee will have the authority to issue stop work orders until the dispute is resolved.

### **1.2.4 Enforcement**

Agencies may enforce conditions of approval through their existing police power, using stop work orders, fines, infraction citations, loss of entitlements, refusal to issue building permits or certificates of use and occupancy or, in some cases, notice of violation for tax purposes. Criminal misdemeanor sanctions could be available where the agency has adopted an ordinance or other regulatory mechanism requiring compliance with the monitoring program.

**2.0 MITIGATION MONITORING AND REPORTING PROGRAM CHECKLIST**

No.	Mitigation Measure	Implementation Action	Monitoring Party	Monitoring Phase	Verification/ Approval Party	Mitigation Measure Implemented? (Y/N) & Date	Documentation Location (Monitoring Record)
<b>TRAFFIC AND CIRCULATION</b>							
3.2-1	The College shall mitigate the forecast intersection deficiency at Spring Valley Parkway and Driveway 2 (Francesca Rd) by providing an all-way stop sign or roundabout in 2009 or as traffic conditions warrant, based upon monitoring by the College and/or City of Victorville. The College shall maintain these improvements beyond Long-Term (2025) Campus buildout due to forecast deficiencies in their absence.	The College will coordinate with the City of Victorville to determine the timing and applicability of mitigation measures, and considering the City's proposed extension of Peach Avenue and realignment of Spring Valley Parkway	Director of Facilities, Construction & Contracts, or designee	Prior to year 2010, or as agreed upon with the City of Victorville	Director of Facilities, Construction & Contracts, or designee  City of Victorville Engineering Department	_____	VVC Facilities, Construction & Contracts  City of Victorville Engineering Department
3.2-2	The College shall mitigate the forecast intersection deficiency at Jacaranda Road at Bear Valley Road by providing the following interim improvements in 2009 or as traffic conditions warrant, based upon monitoring by the College and/or City of Victorville: <ul style="list-style-type: none"> <li>• Southbound approach: One left-turn lane, one through lane, and two right-turn lanes</li> <li>• Eastbound approach: Two left-turn lanes, three through lanes, and one right-turn lane</li> </ul> The College shall maintain these improvements beyond Long-Term (2025) Campus buildout due to forecast deficiencies in their absence.	The College will coordinate with the City of Victorville to determine the timing and applicability of mitigation measures, and considering the City's proposed extension of Peach Avenue and realignment of Spring Valley Parkway	Director of Facilities, Construction & Contracts, or designee	Prior to year 2010, or as agreed upon with the City of Victorville	Director of Facilities, Construction & Contracts, or designee  City of Victorville Engineering Department	_____	VVC Facilities, Construction & Contracts  City of Victorville Engineering Department
3.2-3	Prior to approving or implementing long-term improvements at the Jacaranda Road/Bear Valley Road intersection, the College shall obtain the services of a qualified traffic engineer to evaluate traffic queuing and related safety hazards and to provide traffic	The College will consult with a traffic engineer to evaluate the specified condition(s), and the College will provide evidence of	Director of Facilities, Construction & Contracts, or designee	Prior to construction of long-term improvements at the Jacaranda	Director of Facilities, Construction & Contracts, or designee	_____	VVC Facilities, Construction & Contracts



Mitigation Monitoring and Reporting Program

No.	Mitigation Measure	Implementation Action	Monitoring Party	Monitoring Phase	Verification/ Approval Party	Mitigation Measure Implemented? (Y/N) & Date	Documentation Location (Monitoring Record)
	<p>engineering recommendations to avoid such circumstances, including but not limited to land use and road design modifications to the Facilities Master Plan site plan. Evidence of such consultation shall be provided to the City of Victorville Traffic Engineer in the form of a mitigation plan demonstrating mitigated queue lengths, either with or without extending the connector road between Bear Valley Parkway and Jacaranda Road.</p>	<p>consultation to the City of Victorville</p>		<p>Road/Bear Valley Road intersection</p>	<p>City of Victorville Engineering Department</p>		
<b>AIR QUALITY</b>							
3.3-1	<p>During construction, the College shall specify in bid and construction documents that the contractor(s) shall use paints/coatings containing no more than 0.22 pound/gallon (100 gram/liter) VOC. The College shall also abide by any other measures specified by the MDAQMD for the reduction of ROG.</p>	<p>College bid and construction documents will require Contractor(s) to implement construction measures as detailed</p>	<p>Director of Facilities, Construction &amp; Contracts, or designee  Contractor(s)</p>	<p>Construction plan check; site inspection during construction.</p>	<p>Director of Facilities, Construction &amp; Contracts, or designee</p>	<p>_____</p>	<p>VVC Facilities, Construction &amp; Contracts</p>
3.3-2	<p>The College shall evaluate each phase of FMP development to ensure that the following design measures are applied:</p> <ul style="list-style-type: none"> <li>To encourage the use of mass transportation on an "every day" basis, the College shall place bus stop shelters at any bus stops situated or to be situated along any site frontage routes if not already so equipped.</li> <li>To encourage the use of localized commercial facilities and reduce the need for vehicle travel, the College shall include both bike lanes (where feasible) and bike paths between the existing adjacent residential and commercial development areas. Additionally, the College shall provide sidewalks and walking paths to the</li> </ul>	<p>Review consistency of project(s) with specified trip reduction measures</p>	<p>Director of Facilities, Construction &amp; Contracts, or designee  Project Architect(s)</p>	<p>Project planning and conceptual design</p>	<p>Director of Facilities, Construction &amp; Contracts, or designee</p>	<p>_____</p>	<p>VVC Facilities, Construction &amp; Contracts</p>

# Mitigation Monitoring and Reporting Program

No.	Mitigation Measure	Implementation Action	Monitoring Party	Monitoring Phase	Verification/ Approval Party	Mitigation Measure Implemented? (Y/N) & Date	Documentation Location (Monitoring Record)
3.3-3	<p>commercial area to the southwest as well as the adjacent open space areas to the northeast.</p> <ul style="list-style-type: none"> <li>• If not already in effect, the College shall establish a service and/or newsletter/flyer that will promote the benefits of ride sharing and include a sign-up so that riders may contact each other to carpool.</li> </ul> <p>The College shall evaluate each phase of FMP development to ensure that the following design measures are applied:</p> <ul style="list-style-type: none"> <li>• The College shall specify the use of energy efficient construction no less than 5 percent beyond Title 24 requirements.</li> <li>• The College shall specify the installation of Energy Star-certified (or equivalent) efficient lighting, air conditioning, water heaters, and appliances where applicable.</li> <li>• The College shall specify the installation of energy efficient street, parking area, and field lighting.</li> <li>• The College shall specify that all fixtures used for lighting of interior classrooms and offices and exterior common areas shall be regulated by automatic devices to turn off lights when they are not needed while retaining a minimum level of lighting for safety.</li> </ul>	Review consistency of project(s) with specified energy efficiency measures	<p>Director of Facilities, Construction &amp; Contracts, or designee</p> <p>Project Architect(s)</p>	Project planning and conceptual design	Director of Facilities, Construction & Contracts, or designee	_____	VVC Facilities, Construction & Contracts

Mitigation Monitoring and Reporting Program

No.	Mitigation Measure	Implementation Action	Monitoring Party	Monitoring Phase	Verification/ Approval Party	Mitigation Measure Implemented? (Y/N) & Date	Documentation Location (Monitoring Record)
<b>BIOLOGICAL RESOURCES</b>							
3.7-1	Prior to land-clearing activities in Zones B and F, a qualified biologist shall conduct a survey to identify whether special status species occur at the site. If special status species are found, a Biological Report shall be prepared to identify the special status species and provide mitigation as required.	The College will retain a qualified biologist to conduct specified survey(s). Biological mitigation requirements, if any, will be implemented by the College and Contractor(s).	Director of Facilities, Construction & Contracts, or designee  Project Biologist	Project planning; prior to grading	Director of Facilities, Construction & Contracts, or designee	_____	VVC Facilities, Construction & Contracts
3.7-2	Prior to land-clearing activities in Zones B and F between February 1 through September 15, a qualified biologist shall conduct a nesting survey to identify any direct or indirect impacts to actively nesting birds. If direct or indirect impacts are identified, the biologist shall specify the appropriate mitigation measure(s) for these impacts. Such measures may include avoidance of occupied nests, working outside an established buffer area, modified scheduling of grading and clearing, and monitoring of active nests during construction.	The College will retain a qualified biologist if removal of on-site vegetation will occur during the breeding season. Biological mitigation requirements, if any, will be implemented by the College and Contractor(s)	Director of Facilities, Construction & Contracts, or designee  Project Biologist	Project planning; prior to grading or other land disturbance between February 1 through September 15	Director of Facilities, Construction & Contracts, or designee	_____	VVC Facilities, Construction & Contracts
3.7-3	Prior to land-clearing and/or development activities within 300 feet of the blue-line stream in Zone B or the Mojave River, the District shall consult with a qualified biologist and/or the CDFG to determine the necessity of a Streambed Alteration Agreement. The District shall also determine USACE permit requirements under Section 404 of the Clean Water Act prior to impacting the Mojave River or tributary waters.	The College will retain a qualified biologist to evaluate permitting and other jurisdictional requirements.	Director of Facilities, Construction & Contracts, or designee  Project Biologist	Project planning; prior to grading or other land disturbance	Director of Facilities, Construction & Contracts, or designee	_____	VVC Facilities, Construction & Contracts

Mitigation Monitoring and Reporting Program

No.	Mitigation Measure	Implementation Action	Monitoring Party	Monitoring Phase	Verification/ Approval Party	Mitigation Measure Implemented? (Y/N) & Date	Documentation Location (Monitoring Record)
<b>CULTURAL RESOURCES</b>							
3.8-1	Prior to construction activities for implementation of the Facilities Master Plan, a Phase I Cultural Resources Assessment shall be completed by qualified cultural resources professionals. The Phase I Cultural Resources Assessment shall, at a minimum, adhere to the procedures specified in the <i>Cultural Resources Constraints Analysis</i> (SWCA 2008) and may recommend archaeological monitoring during ground disturbance. A pre-construction meeting shall be conducted in which a qualified archaeologist shall explain procedures necessary to identify, protect, and safely remove potentially significant archaeological materials for study and curation.	The College will retain a qualified archaeologist to conduct a Phase I Cultural Resources Assessment and make pre-construction recommendations	Director of Facilities, Construction & Contracts, or designee  Project Archaeologist	Project planning; prior to grading or other land disturbance	Director of Facilities, Construction & Contracts, or designee	_____	VVC Facilities, Construction & Contracts
3.8-2	If historical or unique archaeological resources are discovered during construction activities, work in the immediate vicinity of the find must stop until a qualified archaeologist can evaluate the significance of the find and identify the appropriate treatment of the resource. The methods used during monitoring and/or recovery of archaeological resources shall be documented in a report of findings. Construction activities may continue in other areas of the project site while evaluation and treatment of historical or unique archaeological resources takes place. If the discovery proves significant under CEQA, additional work such as testing or data recovery may be necessary.	Contractor will stop construction if cultural resources are encountered.  Project Archaeologist will be notified to verify finding and coordinate handling and/or disposition of materials.	Director of Facilities, Construction & Contracts, or designee  Project Archaeologist	During grading and construction	Director of Facilities, Construction & Contracts, or designee	_____	VVC Facilities, Construction & Contracts
3.8-3	The discovery of human remains is always a possibility during ground disturbances. The State of California Health and Safety Code Section 7050.5 addresses these finds. This code section states that no further disturbance shall occur until the County Corner has made a	Contractor will stop construction if human remains are encountered.  Under the stated	Director of Facilities, Construction & Contracts, or designee	During grading and construction	Director of Facilities, Construction & Contracts, or designee	_____	VVC Facilities, Construction & Contracts

Mitigation Monitoring and Reporting Program

No.	Mitigation Measure	Implementation Action	Monitoring Party	Monitoring Phase	Verification/ Approval Party	Mitigation Measure Implemented? (Y/N) & Date	Documentation Location (Monitoring Record)
3.8.4	<p>determination of origin and disposition pursuant to PRC Section 5097.98. The County Coroner must be notified of the find immediately. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine and notify a Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.</p> <p>A pre-construction meeting shall be conducted in which a qualified paleontologist shall explain procedures necessary to identify, protect, and safely remove potentially significant paleontological materials for study and curation. In the event paleontological resources are encountered during earthwork, the construction contractor will cease activity in the affected area and redirect activities into another area until a qualified paleontologist can evaluate the discovery, and implement appropriate treatment measures, if necessary. The paleontologist would determine if the paleontological material should be salvaged, identified, and permanently preserved. Curation of specimens into an accredited museum repository would be conducted by a qualified paleontologist, who would also need to be retained to develop a mitigation program in accordance with the County of San Bernardino Development Code §82.20.030, including curation, to mitigate adverse effects associated with the proposed project.</p>	<p>circumstances, the County Coroner would be contacted.</p> <p>Contractor will stop construction if paleontological resources are encountered.</p> <p>Project Paleontologist will be notified to verify finding and coordinate handling and/or disposition of materials.</p>	<p>Project Archaeologist</p> <p>Director of Facilities, Construction &amp; Contracts, or designee</p> <p>Project Paleontologist</p>	<p>During grading and construction</p>	<p>Director of Facilities, Construction &amp; Contracts, or designee</p>	<p>_____</p>	<p>WVC Facilities, Construction &amp; Contracts</p>

Mitigation Monitoring and Reporting Program

No.	Mitigation Measure	Implementation Action	Monitoring Party	Monitoring Phase	Verification/ Approval Party	Mitigation Measure Implemented? (Y/N) & Date	Documentation Location (Monitoring Record)
<b>SOILS AND GEOLOGY</b>							
GEO-1	As plans for new improvements progress, design-specific subsurface geotechnical investigations shall be required to satisfy State of California requirements (2001 CBC Section 1804A.2) and to develop geotechnical recommendations specific to the proposed structure(s). As appropriate to the area of the Campus under evaluation, a refined liquefaction evaluation shall be performed at that time, with structure-specific recommendations to mitigate calculated settlement due to liquefaction.	College will retain the services of a State-licensed geotechnical engineer or engineering geologist (see detailed analysis requirements in <i>Geotechnical and Geologic Review and Limited Preliminary Geotechnical Investigation</i> by Leighton Consulting, Inc. dated January 3, 2006).	Director of Facilities, Construction & Contracts, or designee  Project Engineer(s)	Project design and engineering	Director of Facilities, Construction & Contracts, or designee	_____	VVC Facilities, Construction & Contracts
<b>HAZARDS AND HAZARDOUS MATERIALS</b>							
HAZ-1	Prior to structural demolition, whether full or partial, the College shall evaluate the potential presence of lead-based paint and organochlorine pesticides. In so doing, the College shall comply with DTSC recommendations for investigation and mitigation as provided in DTSC's "Interim Guidance, Evaluation of School Sites with Potential Soil Contamination as a Result of Lead From Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers, dated June 9, 2006."	The College will conduct, or retain a hazards specialist to conduct, an evaluation per DTSC guidelines. If necessary, the College will retain a State-licensed abatement contractor.	Director of Facilities, Construction & Contracts, or designee	Prior to grading and demolition	Director of Facilities, Construction & Contracts, or designee	_____	VVC Facilities, Construction & Contracts
HAZ-2	Prior to development on, or use of soils from, areas of the Campus historically used for agricultural purposes, the College shall evaluate the potential presence of toxic substances resulting from application of pesticides and/or fertilizers. In so doing, the	The College will conduct, or retain a hazards specialist to conduct, an evaluation per DTSC guidelines. If necessary, the College	Director of Facilities, Construction & Contracts, or designee	Prior to grading and/or acceptance of fill material	Director of Facilities, Construction & Contracts, or designee	_____	VVC Facilities, Construction & Contracts

Mitigation Monitoring and Reporting Program

No.	Mitigation Measure	Implementation Action	Monitoring Party	Monitoring Phase	Verification/ Approval Party	Mitigation Measure Implemented? (Y/N) & Date	Documentation Location (Monitoring Record)
	College shall comply with DTSC recommendations for investigation and mitigation as provided in the "Interim Guidance for Sampling Agricultural Soils (Second Revision), dated August 2002." This Guidance shall be followed for sampling agricultural properties where development is anticipated.	will retain a State-licensed abatement contractor.					


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: MEMORANDUM OF UNDERSTANDING - APPLE VALLEY FIRE PROTECTION DISTRICT

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

**Description/Background:**

The Apple Valley Fire Protection District desires to lease a portion of the land it owns to the District for the purpose of developing an academic program in Public Safety. Supported by Bond Program (Measure JJ), the District will construct a center that will offer fire science, emergency medical services, administration of justice in law enforcement, and related general education programs and courses. Public safety training is a top educational need expressed in the High Desert region. The anticipated training programs offer excellent opportunities to collaborate and jointly use facilities and instructional space.

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

**Need:**

The land owned by Apple Valley Fire Protection District is well-suited for the development of the Public Safety Center.

**Fiscal Impact:** \$1.00 per year for the duration of the ninety-nine (99) year lease.

**Recommended Action:**

It is recommended that the Board of Trustees approve the Memorandum of Understanding with the Apple Valley Fire Protection District in the amount of \$1.00 per year for ninety-nine years.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



# **MEMORANDUM OF UNDERSTANDING FOR ACQUISITION, DEVELOPMENT AND USE OF A PUBLIC SAFETY TRAINING CENTER**

This Memorandum of Understanding Agreement (“Agreement”) is made as of \_\_\_\_\_, 2009, between the Victor Valley Community College District (“VVCCD”) and the Apple Valley Fire Protection District (“AVFPD”) (collectively “the Parties”).

## **ARTICLE I EXECUTIVE SUMMARY**

VVCCD has confirmed the economic feasibility regarding the development of a Public Safety Training Center (“Project”). The Project will be anchored by academically focused programs in fire science, emergency medical services, administration of justice training in law enforcement, corrections, and forensics, disaster management and those general education courses supporting public safety curriculum, all of which will enable expansion to meet increased market demands for a trained workforce in this area. The Project is funded by the VVCCD Bond Program (Measure JJ). Benefits to the community and the Parties include increased: access to higher education, trained public safety workforce, locally added jobs increasing tax revenues, and a demand for housing and educational enterprise. The Project will help stabilize the region’s economic base, and further catalyze private sector growth in businesses to serve the increase student population, causing a greater efficiency through joint use of public property for students and citizens. Public safety training is a top educational need expressed in the High Desert region. The anticipated training programs offer excellent opportunities to collaborate and jointly use facilities and instructional space. This will be an important regional facility, partnering with other High Desert agencies to offer a cost effective means to dramatically increase the number of emergency public safety personnel able to serve the High Desert communities.

## **ARTICLE II RECITALS**

1. As part of its Capital Improvement Plan under Bond Measure JJ, on or about December 9, 2008 the VVCCD Board of Trustees authorized the issuance of a Request for Proposal on a public work of improvement for a Public Safety Training Center through the design-build delivery method under Education Code section 81700, *et seq.*

2. On December 17, 2008, VVCCD published a Request for Proposal for the design-build delivery of a Public Safety Training Center. VVCCD is in the evaluation process to select and award a design-build contract based on “best value.”

3. VVCCD has been working towards the delivery of a Public Safety Training Center to be located at the Northwest corner of Navajo Road and Johnson Road in the Town of Apple Valley (APN #0463-2315940) (the “Property”). AVFPD owns the Property in fee after a quit claim transfer from WalMart with a covenant for use for fire “training purposes.”

4. The Parties agree it is in the best interests of their respective citizens and fire and safety personnel for VVCCD to develop and operate a Public Safety Training Center on a portion of the Property.

5. The Parties desire to preliminarily define the terms and conditions under which the AVFPD will lease a portion of the Property to VVCCD and under which the Project is to be designed, constructed, financed, operated and maintained by VVCCD.

6. VVCCD has an approved budget for the capital improvements and cost of construction for the Project, development, furnishings and equipment through the passage of Measure JJ, contingent upon funds actually becoming available through means of public finance.

7. Education Code section 81003 authorizes community college districts such as the VVCCD to build campus facilities on public property not owned by VVCCD.

8. Education Code section 81522 authorizes the VVCCD to lease land for a term extending to the expected duration of use of the property.

9. Health and Safety Code section 13861 authorizes AVFPD to acquire any property within the jurisdiction of the AVFPD and to create a leasehold interest in property for the benefit of the AVFPD.

10. Wal-Mart Stores East, LP, has acknowledged and agreed the intended use of the property, including the possible use for general education coursework, is acceptable and consistent with the terms contained in the Agreement for Donation of Real Property between AVFPD and Wal-Mart Stores East, LP, dated November 14, 2007.

11. The Parties acknowledge and agree that AVFPD has not made any representations or warranties with respect to the physical condition of the Property or the suitability of the Property for VVCCD's intended use. VVCCD shall satisfy itself through its own due diligence that the Property is suitable for the development of the Project.

12. Both Parties agree this Agreement is subject to the negotiation and execution of definitive agreements with respect to the subject matter hereof after the approval of their respective governing bodies.

### **ARTICLE III**

### **DEFINED TERMS**

As used herein the following terms shall have the meanings stated below:

1. "AVFPD Retained Property" means that portion of the Property consisting of approximately three (3) acres which shall not be leased to VVCCD, and shall be retained by AVFPD for its exclusive use, which the Parties anticipate shall include the future development of

a fire station. A general depiction of the AVFPD Retained Property is shown in the attached Exhibit "B".

2. "Construction Documents" means the plans, specifications, bridging documents, and other construction documents for the Project, consistent with VVCCD standards and requirements, in the form prepared by the design-build entity to whom VVCCD awards the Project.

3. "Facilities" means all infrastructure, utilities, buildings, structures, fixtures, furnishings, associated equipment, and other improvements and amenities within the Project, as constructed and installed.

4. "Leased Property" means that portion of the Property consisting of approximately 9.83 acres intended to be leased to the VVCCD, pursuant to the terms of a subsequent lease and use agreement, and developed and used for the Project. A general depiction of the Leased Property is shown in the attached Exhibit "B". A metes and bounds legal description and depiction of the Leased Property shall be completed and included as part of the lease agreement between the Parties.

5. "Project" means the VVCCD Measure JJ Public Work of Improvement commonly known as the Public Safety Training Center and its Facilities as further defined in the Construction Documents.

6. "Property" means that certain real property consisting of 12.83 acres located in the Town of Apple Valley, California commonly referred to as APN No. 0463-2315940.

7. "Site Plan" means the overall conceptual site plan attached hereto as Exhibit "B".

8. "Training Center" means "Facilities and "Training Props" collectively.

9. "Training Props" means those objects, buildings or appendages, including a training tower, used for practicing rescue techniques and structural or vehicle fire suppression operations under controlled conditions using combustible and flammable materials.

**ARTICLE IV**  
**AGREEMENT**

**SECTION 1: ACQUISITION**

**1.1 Ownership and Property Interests of the Parties**

**1.1.1 Ownership of the Leased Property.** AVFPD shall retain ownership of the Leased Property. No course of conduct or actions by VVCCD will entitle VVCCD to any ownership, title or interest in the Leased Property, or any portion thereof. AVFPD will not subordinate its ownership interest in the fee title to the Leased Property to any security VVCCD is required to provide in order to secure financing for the Project, and VVCCD shall have no right to encumber fee title to the Leased Property.

**1.1.2 Ownership of the Project.** For the term of the lease, as defined below, VVCCD shall have physical control over the Leased Property, and shall retain ownership of the Project, including the Facilities and Training Props. During the term of the lease, AVFPD shall have no right to encumber the Project or any portion thereof.

**1.1.3 Grant of 99 Year Lease.** AVFPD intends to lease that portion of the Property referred to herein as the "Leased Property" to VVCCD in accordance with and subject to the terms of a lease and joint use agreement for a term of 99 years at valuable consideration of: (i) One Dollar (\$1.00) per year payable by VVCCD as lessee to AVFPD as lessor; and (ii) use of the Training Center, at no cost to AVFPD, as further specified in this Agreement and as shall be further detailed in the lease.

**1.1.4 Succession of AVFPD.** In the event that AVFPD becomes subsidiary to or a Department of the Town of Apple Valley, or any other public entity, the lease and joint use agreement shall survive and the agency or entity taking over will be a successor and assume all responsibilities of AVFPD. In the event AVFPD or the Town of Apple Valley elect to contract for fire related services with another agency or company, the terms of Sections 3.1 and 3.2 of this agreement may be renegotiated as initiated by VVCCD.

**SECTION 2: DEVELOPMENT**

**2.1 Design.** The Project shall be designed and constructed by VVCCD in accordance with applicable laws using the design-build delivery method. VVCCD shall pay

all costs for plans, review, permits and creation of the Construction Documents for the Project.

- 2.2 **Administration.** VVCCD shall administer all construction contracts for the necessary infrastructure and other site improvements. VVCCD shall have the usual rights of an owner of a public construction Project, including the authority to approve changes and make payments. VVCCD shall enter into all construction, supply and other contracts for the work to be performed and materials to be supplied in connection with the Project, which shall be the sole responsibility of VVCCD without any approval rights or liability on the part of AVFPD. VVCCD shall ensure that its construction contracts provide for indemnification of AVFPD by the contractor, and inclusion of AVFPD as an additional insured under the contractor's required insurance policies.
- 2.3 **Construction.** The work and improvements within the Project shall be constructed and delivered in accordance and substantial conformity with Education Code section 81700, *et seq.*, as a design-build project.
- 2.4 **Reimbursement for Specific Site Work.** VVCCD shall be responsible for all necessary work and materials associated with site preparation, including necessary infrastructure, grading, drainage, and building pads or right-of-way improvements for the Project. In the event VVCCD is required to improve any portion of the AVFPD Retained Property, AVFPD shall reimburse its reasonable proportionate share, subject to further negotiation, once the actual costs are determined.
- 2.5 **Changes.** VVCCD shall have the sole right to require and pay for enhancements and upgrades to any Facilities within the Project. While VVCCD may consult with AVFPD for direction or advice, AVFPD will have no authority or right to demand or order changes to the Facilities or Training Props (other than those mandated by State law in the course of development or Code Enforcement) and shall not be responsible for costs associated with such enhancements or upgrades.
- 2.6 **Project Management.** VVCCD shall furnish a representative to perform the usual and customary functions of a project manager. AVFPD, may, at its discretion and at no cost to VVCCD, furnish a representative who may consult and cooperate with the Parties regarding Site Specific Improvements only.
- 2.7 **Cooperation.** The Parties shall use reasonable diligent efforts to achieve completion of the Project on or before the agreed upon date of completion under the terms of VVCCD's contract with the design-build entity on the Project.
- 2.7 **2.8 Phased Implementation.** Development is expected to occur in two (2) phases. Phase I is the subject of this Agreement and the anticipated lease, and will

focus on the physical improvement and construction by VVCCD of the Training Center on the Leased Property. Phase II may involve new construction and development of a fire station and related improvements on the AVFPD Retained Property by the AVFPD.

### **SECTION 3:     USE**

- 3.1     Use and Scheduling of the Training Center.** VVCCD and its education programs and classes shall have priority for use of the Training Center. VVCCD shall be responsible for coordinating the sharing, renting, and scheduling of the facility to maximize its use by VVCCD and use by AVFPD and those other organizations with negotiated contracts as needed for public safety training. VVCCD will establish a procedure for use of the Training Center, including requirements for insurance and indemnification. The Parties understand and agree that any uses of the Training Center by AVFPD will be without charge as part of the consideration for the lease. Uses by other jurisdictions other than the Parties will pay appropriate use fees. All use fees will be collected and will be the sole property of VVCCD. In order to accommodate multi-agency disaster and mutual aid focused training, VVCCD agrees to allow AVFPD to sponsor one joint- training session each quarter without charge to other jurisdictional agencies.
- 3.2     Scheduling, Cooperation.** VVCCD will work toward consensus and agree to cooperate in the scheduling use of the Training Center. The Parties continuing cooperation hereunder shall include the obligation to meet on a regular basis to address the establishment and implementation of such scheduled uses and all future uses. The Parties agree to revise, update and modify the agreed upon schedule of uses and programs for the facility from time to time, as necessary, and to provide notice of same to each other and to each Parties' constituents. The Parties may contemplate the creation of a Joint Scheduling team to be co-chaired and managed by both Parties who represent a cross-section of users.
- 3.3     Disputes Over Use and Scheduling.** In the event the Parties cannot achieve consensus on scheduling and use as provided above, the Parties must exercise their rights under the Conflict Resolution provisions of this and any subsequent Agreement.
- 3.4     Supervision of Training Activities.** All Public Safety training conducted shall be supervised by an appropriate number of personnel holding required certifications and professional qualifications.
- 3.5     Live Fire Training.** All live fire training conducted at the Training Center shall be conducted in strict compliance with industry standards for such training, including the supervision requirements noted above.

- 3.6 **Facilities Inspection, Repairs and Planned Maintenance Needs.** VVCCD shall provide all costs necessary for approved preventative maintenance, required maintenance, and repairs to the Training Center. All approved work associated with any custodial services, and all repairs and maintenance needs for the Training Center shall be completed and coordinated by VVCCD through its usual and customary procurement processes.
- 3.7 **Training Tower and Associated Fire/Rescue Training Props/Buildings Maintenance and Repair.** AVFPD shall not be responsible costs incurred for any maintenance needs of the Training Center, Training Tower, Fire/Rescue Props, or Associated Buildings. Any agency, including AVFPD, will be responsible for cost incurred to repair damage done to any Facility or Training Prop within the Project caused by any employee and/or equipment owned by the agency causing such damage. Cost to replace expendable items/materials used for training purposes including, but not limited to lumber, plywood and fuel will be borne by the agency using such expendable items/materials.
- 3.8 **Utilities.** VVCCD shall be responsible for all costs necessary for all utility services for the Training Center, including, but not limited to, electrical, gas, water and phone services.
- 3.9 **Indemnification.** To the extent permitted by law, as respects this Agreement, each Party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages, including monetary loss, property loss, or for injury or death of persons, to the extent caused by any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

The Parties agree that the lease shall provide for indemnification generally as follows:

- 3.9.1 Except as to any claim or liability arising from use of the Training Center by AVFPD, and covered by AVFPD's indemnity below, VVCCD shall defend, indemnify and hold harmless AVFPD and its departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) imposed or asserted by reason of: (a) any use, nonuse or condition of the Leased Property or any part thereof; (b) any accident, injury to or death of persons (including workmen) or loss of or damage to property occurring on or about the Leased Property or any part thereof; (c) performance of any labor or services or the furnishings of any materials or other property with respect to the Project, or the Leased Property or any part thereof; or (d) any failure on the part of the VVCCD to clean up any hazardous materials on the Leased Property, or to comply with any term of the lease.

- 3.9.2 AVFPD shall defend, indemnify and hold harmless VVCCD and its departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) imposed upon or asserted by reason of: (a) any use of the Training Center by AVFPD, or condition on the Leased Property caused by AVFPD; (b) any accident, injury to or death of persons or loss of or damage to property as a result of AVFPD's use of the Training Center; or (c) any failure on the part of AVFPD to clean up any hazardous materials generated during any use of the Training Center by AVFPD, or to comply with any term of the lease.
- 3.10 **Insurance.** VVCCD shall provide and maintain in full force liability and property damage insurance from an insurer licensed to transact business in California with coverage amounts of not less than Two Million Dollars (\$2,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate; or, an adequately funded self insurance program for such liability and damage claims which complies with all applicable laws, rules and regulations. AVFPD shall provide and maintain in full force insurance as shall be required by VVCCD's adopted procedure for use of the Training Center, and any other insurance as determined necessary by AVFPD. Each party shall, upon request of the other party, provide the other party with appropriate certificates of insurance or certificates of self insurance.
- 3.11 **Workers Compensation and Employers Liability Insurance.** VVCCD shall provide and maintain in full force during the term of the lease: (i) Workers' Compensation Insurance which shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable; (ii) Employer's Liability Insurance which shall cover bodily injury (including death) by accident or disease to any employee that arises out of the employee's employment by Program Manager or a Sub-Consultant. The Employer's Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained hereunder.
- 3.12 **Notice of Claims.** Notice of any possible injury, loss or damage, or dangerous condition of public property, which may involve the other Party, must be given immediately by the Party aware of such an occurrence to the other Party. Written notice of any such possible injury, loss or damage or dangerous condition of public property shall be provided within forty-eight (48) hours of any notice provided orally.



## SECTION 4: GENERAL TERMS

**4.1 Conflict Resolution.** The Parties desire to resolve any dispute between them as quickly, inexpensively, and efficiently as possible, avoiding the expense and delay of court proceedings. This applies to every potential dispute between the Parties. Consequently, the Parties agree to the following sequence of procedures to resolve such disputes:

**4.1.1 Negotiation.** When either party feels a dispute has arisen, the Party shall notify the other Party in writing of the nature and details of the dispute. Within fifteen (15) days, a meeting shall be held between the Parties Fire Chief, Superintendent or their designees, to begin a good faith attempt to negotiate a resolution. During this procedure, the Parties shall communicate directly with each other in an effort to reach an agreement which serves the best interests of both Parties. This is considered an administrative prerequisite which must be done prior to mediation or arbitration as set forth below.

**4.1.2 Mediation.** If negotiation as provided in Section 4.1.1 does not resolve the dispute, the Parties shall submit the matter to a neutral private mediator to facilitate further negotiations between the Parties and, if possible, to resolve the dispute upon mutual consent of the Parties. The costs of mediation shall be borne equally between the Parties.

**4.1.3 Arbitration.** If the dispute does not resolve pursuant to the procedures set forth in Sections 4.1.1 or 4.1.2 above, then the Parties may submit the matter to binding arbitration under California law. The arbitration may be conducted in San Bernardino County, California, in accordance with the AAA rules then in effect unless otherwise agreed in writing between the Parties. The fees and costs of the arbitration shall be borne equally by the Parties. The prevailing party shall not be entitled to the recovery of its attorney's fees or costs. Each party shall bear the expense of its own counsel, experts and preparation and presentation of proof, in connection with all proceedings.

**4.2 Time of Essence.** Time is of the essence with respect to the performance of each and every term, condition, and obligation of this agreement. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this agreement.

**4.3 Cooperation With State Chancellor's Office and Other Jurisdictions.** The Parties acknowledge this MOU agreement and any subsequent lease or other joint use agreements may be reviewed and require approval from jurisdictions such as the State

Chancellor's Office of the California Community Colleges, including its Administration and Fiscal Policy Division. Parties agree to cooperate with said jurisdictions and amend or revise this agreement or any subsequent agreements as necessary in regards to the ability to procure State funding for development or use.

**4.4 Termination.** The current conditions, restrictions, environmental of the Property are assumed to provide for the feasible development of the Project. The Parties acknowledge that this MOU and any subsequent agreements may be terminated upon thirty days written notice based on the sole discretion of either Party between the time this MOU is signed and the Notice to Proceed to begin construction, should VVCCD discover changed or unforeseen conditions of, on, or under the Property, or through CEQA compliance, review and requirements by the Division of the State Architect, or review by the State Chancellor's Office, or any other entity of which create circumstances which make the Project impractical or economically unfeasible, or should the State Chancellor's Office require any change(s) to this Agreement or any subsequent agreements which either of the Parties determine to be unacceptable. The cancellation of the MOU based upon the above circumstances will result in no penalties or damages to any parties.

**4.5 Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the date first written above.

VICTOR VALLEY COMMUNITY  
COLLEGE DISTRICT

APPLE VALLEY FIRE PROTECTION  
DISTRICT

BY: \_\_\_\_\_

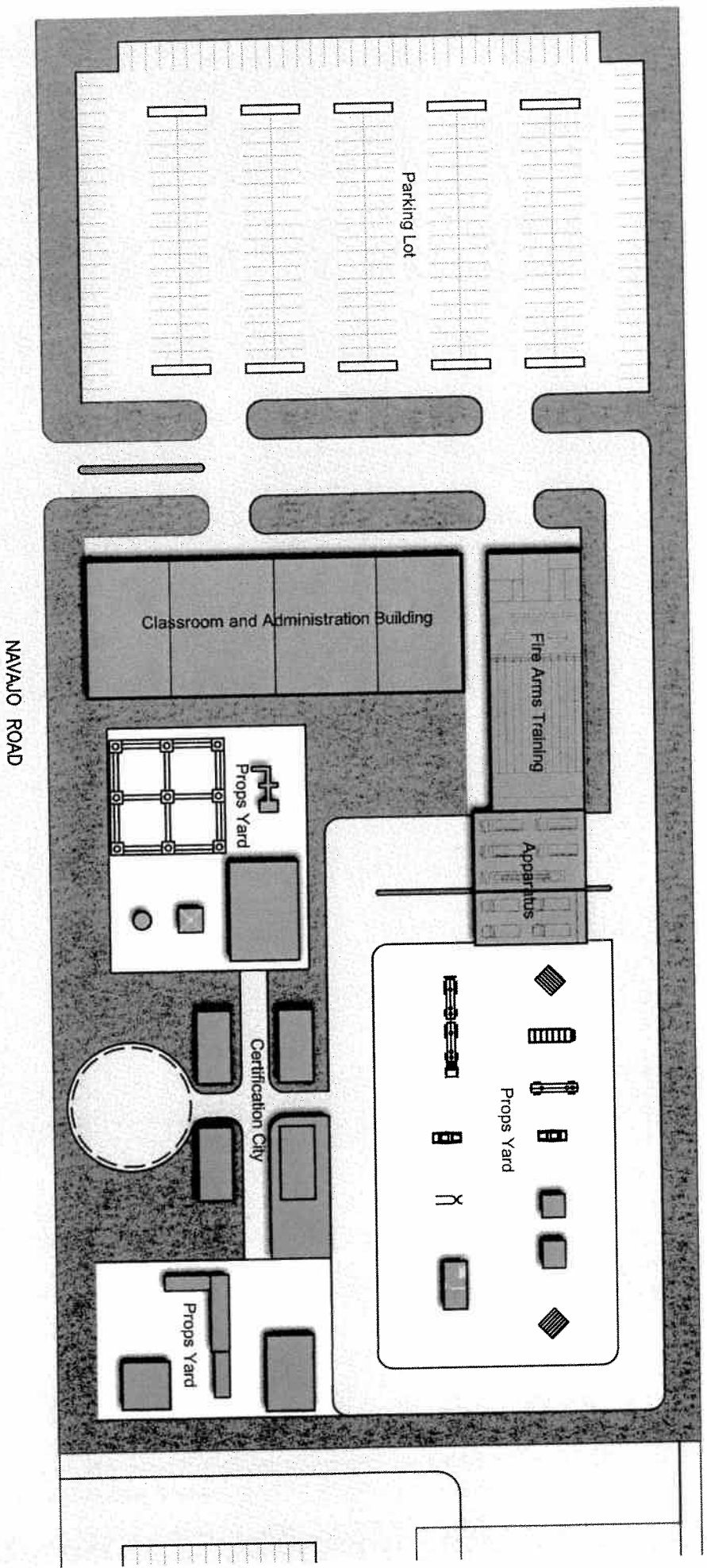
BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

**Exhibit B**  
Conceptual  
**[Site Plan]**

Exhibit "B"



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
EASTSIDE PUBLIC SAFETY TRAINING CENTER


Conceptual Site Plan

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** NOTICE OF CESSATION – CHEVRON ENERGY SOLUTIONS COMPANY, A DIVISION OF CHEVRON U.S.A., INC.

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** GH Javaheripour 

**APPROVED BY:** Robert Silverman \_\_\_\_\_

**Description/Background:**  
The district wishes to submit for approval a Notice of Cessation for the Chevron Energy Solutions Company, A Division of Chevron U.S.A. Inc., for energy related improvements to district facilities.

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

**Need:**  
A Notice of Cessation must be filed with the Office of the County Recorder for each contractor within 10 days of acceptance by the Board.

**Fiscal Impact:** No fiscal impact.

**Recommended Action:** It is recommended that the Board of Trustees approve the Notice of Cessation with Chevron Energy Solutions Company, A Division of Chevron U.S.A. Inc., as submitted.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**RECORDING REQUESTED BY:  
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**

When recorded return to:  
Victor Valley Community College District  
Attn: Director of Facilities Construction  
18422 Bear Valley Road  
Victorville, CA 92395

Space above for Recorder's Use

**NOTICE OF CESSATION (CIVIL CODE §3092)**

No Fee Per Government Code 6103

**Notice is hereby given that:**

- 1) The undersigned is owner of the interest or estate stated below in the property hereinafter described.
- 2) The full name of the undersigned is Victor Valley Community College District, a public entity.
- 3) The full address of the undersigned is 18422 Bear Valley Road, Victorville, CA 92395.
- 4) The nature of the title of the undersigned is: In Fee
- 5) The cessation of labor for the improvements on the property hereinafter described was terminated on or about \_\_\_\_\_, 200\_\_.
- 6) The name of the contractor for such work of improvement was Chevron Energy Solutions Company, A Division of Chevron U.S.A., Inc.
- 7) The nature of the contracted work being: Energy Services Contract, Chevron ES Project No. DWCES-30337, Effective Date: August 8, 2006.
- 8) The property on which said work of improvements occurred is in the City of Victorville, County of San Bernardino, State of California, Victor Valley College, 18422 Bear Valley Road, Victorville, CA 92395.

BOARD OF TRUSTEES,  
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
President

**VERIFICATION OF CLERK**

**I, the undersigned, say:**

I am the Clerk of the Board of Trustees. On \_\_\_\_\_, 200\_\_, the Board of Trustees of the Victor Valley Community College District accepted the above described work as incomplete and ordered that a Notice of Cessation be filed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at Victorville, California.

BOARD OF TRUSTEES,  
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

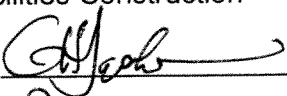
\_\_\_\_\_  
Clerk


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: CHANGE ORDER 2: CHEVRON ENERGY SOLUTIONS COMPANY, A DIVISION OF CHEVRON U.S.A. INC. – ENERGY RELATED IMPROVEMENTS

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to submit for approval Change Order No. 2 with Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc. During the course of construction various changes may be made which can both increase or decrease the cost of the project. In agreement with Chevron, the District is filing a Notice of Cessation, thus terminating the contract. At the recommendation of the Districts legal council and after discussions with Chevron Energy Solutions Company, it was agreed that the \$624,759.73 retention funds will revert back to the District.

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

**Need:** The above items are needed to complete the energy related projects on campus and to file the Notice of Cessation.

**Fiscal Impact:** No fiscal impact.

**Recommended Action:** It is recommended that the board approve the change order with Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc.

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

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



18422 Bear Valley Road  
 Victorville, CA 92395-5850  
 (760) 245-4271 Fax (760) 243-2781

Robert M. Silverman  
 Superintendent / President

## CHANGE ORDER

PROJECT: VICTOR VALLEY COLLEGE  
 ENERGY RELATED IMPROVEMENTS  
 TO DISTRICT FACILITIES

CHANGE ORDER NO. 2

DATE: March 27, 2009

TO: Chevron Energy Solutions Company  
 A Division of Chevron USA, Inc.  
 345 California Street, 18<sup>th</sup> Floor  
 San Francisco, CA 94104-2650

PROJECT NO: DWCES-30337  
 DSA change:      YES   X   NO  
 DSA NO:   N/A  

### DESCRIPTION OF CHANGE:

Cessation of work decreases contract price by ten (10) percent.

### JUSTIFICATION:

Project Scope changed by Contractor, thus delaying completion of project by over 365 days.

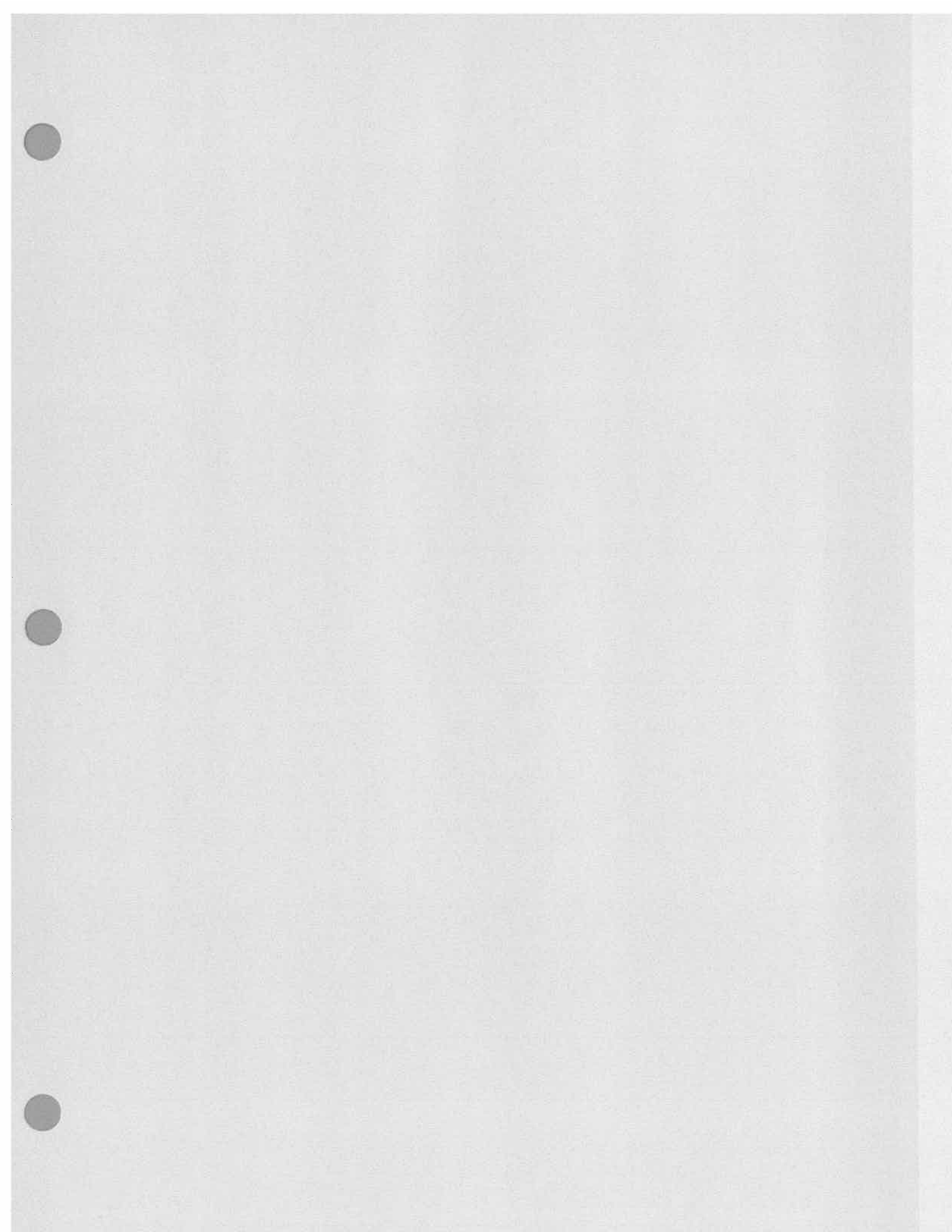
The Original Contract Sum was .....	\$10,319,577.00
Change by Previously Authorized Change Orders .....	\$499,897.00
The Contract Sum Prior to this Change Order was.....	\$10,819,474.00
The Contract Sum will be <b>decreased</b> by this Change Order .....	\$624,759.73
The New Contract Sum Including this Change Order will be .....	\$10,194,714.27
The Contract Scheduled will be Delayed by.....	0 days

The amounts indicated in Item No. 1 represent the entire adjustment of the Contract Sum for the work covered under Item No. 1 above; such adjustment represents all direct and indirect costs of the Contractor in performing or providing the work covered by Item No. 1 above, including, without limitation costs of labor, materials and/or services, and any and all impacts, disruptions, interferences, delays or hindrances in the performance of providing of the foregoing items or in the Work of the Contract. The adjustment to the Contract Time for the performance or providing of the foregoing items as reflected in Item No. 1 above represents the entire adjustment of Contract Time for all of the work covered by Items No. 1 above. Except for adjustments of the Contract Time and the Contract Sum as provided for herein, there shall be no other adjustments of the Contract Time or the Contract Sum directly or indirectly relating to or arising out of the work subject to this Change Order.

IF THIS IS A UNILATERAL CHANGE ORDER THE CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT

Architect's Recommendation for Acceptance _____	N/A	Date: _____
Contractor's Acceptance _____	N/A	Date: _____
Owner's Acceptance, Superintendent/President _____		Date: _____





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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** PUBLIC HEARING FOR DISTRICT INITIAL NEGOTIATIONS  
PROPOSAL TO AFT-PTFU FOR 2008/2009 REOPENERS

**SUBMITTED BY:** Fusako Yokotobi

**RECOMMENDED BY:** Fusako Yokotobi *Fusako Yokotobi*

**APPROVED BY:** Robert Silverman *RS*

**Description/Background:**

The District requests that the Board of Trustees conduct a public hearing to provide the opportunity for comments on its initial proposal to the AFT-PTFU regarding Article 6, Evaluation, and Article 13, Faculty Assignments:

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 District wishes to sunshine and reopen the articles listed.

**Fiscal Impact:**

None

**Recommended Action:**

It is recommended that the Board of Trustees hold a public hearing on the District's initial proposal to AFT-PTFU 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: MEMORANDUM OF UNDERSTANDING  
CTA CONTRACT, ARTICLE 18

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Robert Silverman *RS*

**Description/Background:**

The District and CTA have met and reached an agreement concerning the revision of:

- Article 18 – Voluntary Reassignment, of the Agreement between Victor Valley Community College District and Victor Valley College Faculty Association, California Teachers Association, Chapter 1169, dated July 1, 2007 – June 30, 2010.

The agreement listed above is presented to the Board for approval.

**Need:** Board approval of the revision to Article 18 is necessary to amend the contract with CTA.

**Fiscal Impact:** None

**Recommended Action:** The District requests the Board of Trustees approve Article 18 as presented.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

Lois & Fred  
Victoria H. H. 3/12/09  
T A' O  
Jesse J. H. 3/12/09  
Lisa E. H. 3/12/09

**ARTICLE 18: VOLUNTARY REASSIGNMENT AND NON-INSTRUCTIONAL ASSIGNMENTS**

The intent of this article is to allow full-time faculty members equal opportunity to apply to newly created or vacant full-time faculty positions **and/or non-instructional and coaching positions**. ~~other than those positions filled on a temporary basis due to emergencies.~~

- A. Definition of **Voluntary** Reassignment: A reassignment is defined as a change from one position to a different position within the bargaining unit.
1. Notice of **newly created or vacant full-time faculty** Position Openings: The District shall distribute ~~written notice~~ **written notification** of position openings ~~to each full-time faculty member~~, giving specific details of the position(s).
  2. Application Process: Full-time Faculty members may request a voluntary reassignment by submitting a written application for an open position with the Office of Human Resources within five (5) working days of the initial distribution.
  3. Only full-time Faculty members meeting the minimum qualifications/equivalency of the position will be considered for reassignment.
  4. Department members may participate in the selection process and are encouraged to provide input to the Area Administrator or designee.
  5. The Area Administrator or designee has the right to request that the position be opened externally.

**B. Definition of non-instructional positions assignments.**

1. ~~Level 1:~~ **Program Coordinators**  
Departments that contain disciplines which require separate mandated state, federal, or national accreditation shall establish a program coordinator/director for each discipline requiring accreditation. Program coordinators/directors shall be assigned by the appropriate administrator following consultation with the appropriate department chairperson, and shall be compensated via reassigned time under the guidelines set forth in Article 21.B.2.
2. ~~Level 2:~~ **Grant Collaborators**  
Each non-instructional grant collaborator position shall be identified in a job description which will include the duties and the number of hours required to complete the assignment. Compensation shall be based on the current hourly/unit rate. Faculty involved in grant writing shall have priority for all non-instructional assignments related to the grants on which they have collaborated. In the event that faculty involved in the grant writing procedures decline the non-instructional assignment related to the grant on which they have collaborated, the position will

be open to a full-time faculty. Faculty will have five days from the day the job is posted to apply via a letter of interest to the appropriate administrator.

**3. Level 3: Facilitators**

Each non-instructional facilitator position will be identified in a job description which will include the duties and the number of hours required to complete the assignment. Compensation shall be based on the current hourly/unit rate *or by reassigned time*. Full-time faculty will have five days from the day the job is posted to apply via a letter of interest to the appropriate administrator. Facilitator positions shall include, but not be limited to:

- a. Discipline Facilitator (available only to those full-time faculty within the specified discipline in the job description)
- b. Writing Center Facilitator
- c. Study Abroad Facilitator
- d. Student Learning Outcome & Assessment Facilitator
- e. Curriculum Facilitator
- f. Honors Facilitator
- g. PACE Facilitator
- h. Teaching Learning Center

**4. Level 4: Coaching Ad Hoc**

~~Each coaching position shall be identified in a job description, which will include the duties and the amount of reassigned time or number of unit/hours required to complete the assignment. Full-time faculty members may request a voluntary reassignment by submitting a written request for an open coaching position with the appropriate administrator within five (5) working days of the initial distribution. The Area Administrator or designee has the right to request that the position also be opened to Part-time faculty and/or be advertised externally.~~

~~a. Full-time faculty with coaching responsibilities may choose to be compensated via reassigned time as part of their full-time faculty load, or at the current hourly/unit rate. The number of units shall correlate to the amount of reassigned time. Example: 20% reassigned time per semester = 3 Units (54 hours)~~

*Ad Hoc, temporary, one-time assignments are at the sole discretion of the District and shall not exceed \$4,000.00 annually.*

*AM*  
*J* 3/12/09  
*JE* 3/12/09  
*JH*  
*VAH*

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: MEMORANDUM OF UNDERSTANDING  
CTA DEPARTMENT CHAIR COMPENSATION

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Robert Silverman *RS*

**Description/Background:**

Due to the departmental reorganization proposed by the District, the District and CTA have met and negotiated an agreement concerning Department Chair Compensation. This MOU shall expire June 15, 2010 and all language regarding FTEF calculation and Department Chair terms in Article 21.F.1 and Article 21.C.5 of the agreement between Victor Valley Community College District and Victor Valley College Faculty Association, California Teachers Association, Chapter 1169, CCA/NEA shall be fully restored.

The agreement listed above is presented to the Board of Trustees for approval.

**Need:** Board approval of this M.O.U. is needed to implement the agreement.

**Fiscal Impact:** Budgeted.

**Recommended Action:** The District requests the Board of Trustees approve this agreement.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

## MEMORANDUM OF UNDERSTANDING

### DEPARTMENT CHAIR ELECTIONS

This memorandum of understanding is entered into by the Victor Valley Community College District (hereinafter "District") and the Victor Valley College Faculty Association (hereinafter "Association").

**WHEREAS**, Victor Valley College has proposed a departmental reorganization, and while the District and the Association have met and negotiated in good faith a Department Chair election process, both parties mutually agree that this process needs clarification for the purpose of the initial election of department chairs under the aforementioned reorganization.

Both the District and the Association agree to the following one-time Department Chair election process:

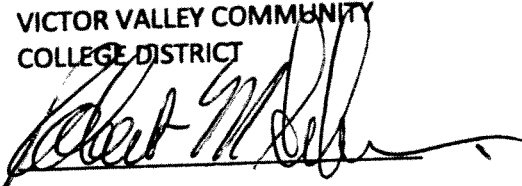
- 1) The President/Superintendent will submit a signed copy of this MOU to the Office of Instruction.
- 2) Within ten (10) working days of receipt of this MOU, the Office of Instruction will distribute to each full-time faculty member via email, as well as their campus mailboxes, a list (hereinafter "Department List") with the names of each department, the names of each full-time faculty member within each department, complete with verified individual and department FTEFs.
- 3) Within ten (10) working days of receipt of the email version of the Department List, the VVCFA Elections Officer will re-submit the Department List (via email) to all full-time faculty with a request for Department Chair nominations. The VVCFA Elections Officer will advise faculty that they may nominate themselves, or another member of their department. If nominating another member of the department, nominators should seek confirmation that the nominee is willing to serve as Department Chair if elected.
- 4) A second call for nominations via email, accompanied by the Department List, will follow five (5) working days later.
- 5) Five (5) working days after the second call for nominations has been sent, the VVCFA Elections Officer will close the nominations and send a list with the names of the nominees in each department to all full-time faculty.
- 6) No more than ten (10) working days after the close of nominations, ballots will be placed in each full-time faculty members' campus mailbox, along with instructions, and a large and small envelope. Voting guidelines will follow the regular VVCFA elections and ratification process, as outlined in the VVCFA Constitution and By-Laws.
- 7) Faculty will have seven (7) calendar days to vote for their Department Chair.
- 8) At the close of the election, at least one district representative and one VVCFA Officer will be present during the ballot counting.
- 9) Contingent upon the completion of the above timeline, the Department Chair election process will be completed on or before ~~April 8, 2009~~ *May 29<sup>th</sup>, 2009.* *W.S. RMD*
- 10) Newly elected Department Chairs will assume their contractual duties June 15, 2009.

03/05/09

This Memorandum of Understanding pertains only to the initial Department Chair election based on the attached Synergy Committee Reorganization Report signed by the District Superintendent/President, Robert Silverman, on March 18, 2008, and reauthorized on August 28, 2008 to include the Adaptive Physical Education and CalWorks programs. *provided by the District Bargaining Team on 3/12/09.* *MS US.*

This Memorandum of Understanding shall expire after the above election process has been completed, and all future Department Chair elections will follow the guidelines set forth in Article 21 of the Victor Valley College Agreement between Victor Valley Community College District and Victor Valley College Faculty Association, California Teachers Association, Chapter 1169, CCA/NEA.

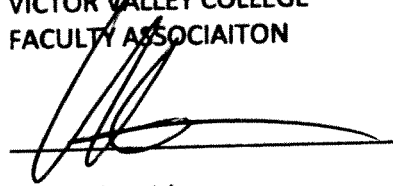
VICTOR VALLEY COMMUNITY  
COLLEGE DISTRICT



Robert Silverman  
Superintendent, President

Date: 3/11/09

VICTOR VALLEY COLLEGE  
FACULTY ASSOCIATION



Michael Smith  
President

Date: 3/16/09



**MEMORANDUM OF UNDERSTANDING**

**DEPARTMENT CHAIR COMPENSATION**

This memorandum of understanding is entered into by the Victor Valley Community College District (hereinafter "District") and the Victor Valley College Faculty Association (hereinafter "Association").

**WHEREAS**, a temporary process for calculating FTEFs for compensation for Department Chairs is necessary due to the departmental reorganization proposed by the District, and

**WHEREAS**, the current spring 2009 Department Chair election is the first to take place since the departmental reorganization proposed by the District,

The District and the Association have met and negotiated in good faith the following:

- 1) Department Chair compensation will be calculated based on the sum of all FTEFs, full and part time faculty, in all previous programs and departments combined into the new departments based on the attached Synergy Committee Reorganization Report signed by the District Superintendent/President, Robert Silverman, on March 18, 2008, and reauthorized on August 28, 2008 to include the Adaptive Physical Education and CalWorks programs.
- 2) FTEF data from last two consecutive semesters (Fall 2008 and Spring 2009) will be used to determine Department Chair compensation for Fall 2009.

This Memorandum of Understanding shall expire June 15, 2010 and all language regarding FTEF calculation and Department Chair terms set forth in Article 21.F.1 and Article 21.C.5 of the Victor Valley College Agreement between Victor Valley Community College District and Victor Valley College Faculty Association, California Teachers Association, Chapter 1169, CCA/NEA will be fully restored.

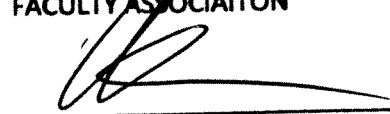
VICTOR VALLEY COMMUNITY  
COLLEGE DISTRICT



Robert Silverman  
Superintendent, President

Date: 3/11/09

VICTOR VALLEY COLLEGE  
FACULTY ASSOCIATION



Michael Smith  
President

Date: 3/16/09





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

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

**TOPIC:** MONTHLY FINANCIAL REPORTS

**SUBMITTED BY:** Mary Pringle, Fiscal Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

Financial reports are being presented for the period ending February 28, 2009, for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

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

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

This is an information only item.

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

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

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2008-2009 Financial Statements**  
**GENERAL FUND - FUND 01**  
**As of 2/28/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/08</b>	\$ 3,918,094			
<b><u>Revenues</u></b>				
Federal	\$ 4,908,868	\$ 1,185,201	\$ 3,723,667	75.86%
State	\$ 41,293,871	\$ 25,615,261	\$ 15,678,610	37.97%
Local	\$ 17,102,628	\$ 7,160,834	\$ 9,941,794	58.13%
Transfers In	\$ 5,000,000	\$ 2,250,000	\$ 2,750,000	55.00%
<b><u>Total Revenues</u></b>	<b>\$ 68,305,367</b>	<b>\$ 36,211,296</b>	<b>\$ 32,094,071</b>	<b>46.99%</b>
<b><u>Expenditures</u></b>				
Academic Salaries	\$ 26,223,035	\$ 13,677,863	\$ 12,545,172	47.84%
Classified Salaries	\$ 15,287,757	\$ 9,184,447	\$ 6,103,310	39.92%
Benefits	\$ 10,198,033	\$ 5,405,017	\$ 4,793,016	47.00%
Supplies	\$ 1,898,117	\$ 750,086	\$ 1,148,031	60.48%
Operating Expenses	\$ 9,619,439	\$ 4,909,092	\$ 4,710,347	48.97%
Capital Outlay	\$ 1,382,866	\$ 820,601	\$ 562,265	40.66%
Transfers, Grants	\$ 692,996	\$ 352,580	\$ 340,416	49.12%
Contingency	\$ 710,567	\$ -	\$ 710,567	100.00%
Debt Service Retirement/Interest	\$ 3,050,000	\$ 1,302,625	\$ 1,747,375	57.29%
<b><u>Total Expenditures</u></b>	<b>\$ 69,062,810</b>	<b>\$ 36,402,311</b>	<b>\$ 32,660,499</b>	
Excess Revenues/(Expenditures)	\$ (757,443)	\$ (191,015)		
<b>Month Ending Fund Balance 2/28/09</b>		<b>\$ 3,727,079</b>		
<b>Projected Ending Fund Balance</b>	<b>\$ 3,160,651</b>			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2008-2009 Financial Statements**  
**DEBT SERVICE PAYMENT - FUND 29**  
**As of 2/28/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/08</b>	\$ 32,252,405			
<b><u>Revenues</u></b>				
Local Revenues	\$ 1,017,040	\$ 1,359,612	\$ (342,572)	-33.68%
Transfers In		\$ -	\$ -	
<b><u>Total Revenues</u></b>	\$ 1,017,040	\$ 1,359,612	\$ (342,572)	-33.68%
<b><u>Expenditures</u></b>				
Debt Service Payments	\$ 9,200,000	\$ 4,000,000	\$ 5,200,000	56.52%
<b><u>Total Expenditures</u></b>	\$ 9,200,000	\$ 4,000,000	\$ 5,200,000	
Net Change in Fund Balance	\$ (8,182,960)	\$ (2,640,388)		
<b>Month Ending Fund Balance 2/28/09</b>		\$ 29,612,017		
<b>Projected Ending Fund Balance</b>	\$ 24,069,445			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2008-2009 Financial Statements**  
**CAPITAL OUTLAY PROJECTS - FUND 71**  
**As of 2/28/09**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/08</b>	\$ 1,705,078			
<b><u>Revenues</u></b>				
State	\$ 8,926,718	\$ 1,553,425	\$ 7,373,293	82.60%
Interest Income	\$ 25,000	\$ 49,630	\$ (24,630)	-98.52%
Redevelopment	\$ 696,150	\$ 1,669,768	\$ (973,618)	-139.86%
Miscellaneous Income	\$ 244,816	\$ 244,816	\$ -	
Transfers In	\$ 4,700,000	\$ 2,000,000	\$ 2,700,000	57.45%
<b><u>Total Revenues</u></b>	<b>\$ 14,592,684</b>	<b>\$ 5,517,639</b>	<b>\$ 9,075,045</b>	<b>62.19%</b>
<b><u>Expenditures</u></b>				
Supplies	\$ 4,886	\$ 3,264	\$ 1,622	33.20%
Contracts	\$ 86,800	\$ 28,679	\$ 58,121	66.96%
Sites	\$ -	\$ -	\$ -	
Buildings-New & Remodel	\$ 14,444,498	\$ 3,742,502	\$ 10,701,996	74.09%
Equipment	\$ 56,500	\$ -	\$ 56,500	100.00%
Transfers/Grants/Contingency	\$ -	\$ -	\$ -	
<b><u>Total Expenditures</u></b>	<b>\$ 14,587,798</b>	<b>\$ 3,771,181</b>	<b>\$ 10,816,617</b>	
Net Change in Fund Balance	\$ 4,886	\$ 1,746,458		
<b>Month Ending Fund Balance 2/28/09</b>		<b>\$ 3,451,536</b>		
<b>Projected Ending Funding Balance</b>	<b>\$ 1,709,964</b>			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2008-2009 Financial Statements**  
**CHILD DEVELOPMENT CENTER - FUND 72**  
**As of 2/28/09**

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/08</b>	\$ 583,555			
<b><u>Revenues</u></b>				
Federal	\$ -	\$ (75,302)	\$ 75,302	
State	\$ 241,262	\$ (92,703)	\$ 333,965	138.42%
Local	\$ -	\$ 1,471	\$ (1,471)	
Transfers In	\$ -	\$ 90,000	\$ (90,000)	
<b><u>Total Revenues</u></b>	<b>\$ 241,262</b>	<b>\$ (76,534)</b>	<b>\$ 317,796</b>	<b>131.72%</b>
<b><u>Expenditures</u></b>				
Academic Salaries	\$ 224,849	\$ 108,862	\$ 115,987	51.58%
Classified Salaries	\$ 95,301	\$ 64,549	\$ 30,752	32.27%
Benefits	\$ 105,537	\$ 54,581	\$ 50,956	48.28%
Instructional Supplies	\$ 71,340	\$ 2,530	\$ 68,810	96.45%
Operating Expenses	\$ 4,400	\$ 450	\$ 3,950	
Equipment	\$ -	\$ -	\$ -	
Reserve/Contingencies	\$ -	\$ -	\$ -	0.00%
<b><u>Total Expenditures</u></b>	<b>\$ 501,427</b>	<b>\$ 230,972</b>	<b>\$ 270,455</b>	
Net Change in Fund Balance	\$ (260,165)	\$ (307,506)		
<b>Month Ending Fund Balance 2/28/09</b>		<b>\$ 276,049</b>		

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2008-2009 Financial Statements**  
**STUDENT CENTER FEE - FUND 73**  
**As of 2/28/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/08</b>	\$ 8,170			
<b><u>Revenues</u></b>	\$ 93,000	\$ 58,133	\$ 34,867	37.49%
<b><u>Expenditures</u></b>				
Transfers Out	\$ 93,000	\$ 45,661	\$ 47,339	50.90%
Net Change in Fund Balance	\$ -	\$ 12,472		
<b>Month Ending Fund Balance 2/28/09</b>		\$ 20,642		



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2008-2009 Financial Statements**  
**HEALTH TRUST FUND - FUND 75**  
**As of 2/28/09**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/08</b>	\$ 62,819			
<b><u>Revenues</u></b>				
Interest Income	\$ 200	\$ 1,027	\$ (827)	-413.50%
Transfers In	\$ 15,800	\$ -	\$ 15,800	0.00%
<b><u>Total Revenues</u></b>	<b>\$ 16,000</b>	<b>\$ 1,027</b>	<b>\$ 14,973</b>	<b>93.58%</b>
<b><u>Expenditures</u></b>				
Reserve For Contingencies	\$ 16,000	\$ -	\$ 16,000	100.00%
<b><u>Total Expenditures</u></b>	<b>\$ 16,000</b>	<b>\$ -</b>	<b>\$ 16,000</b>	
Net Change in Fund Balance	\$ -	\$ 1,027		
<b>Month Ending Fund Balance 2/28/09</b>		<b>\$ 63,846</b>		
<b>Projected Ending Fund Balance</b>	<b>\$ 62,819</b>			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2008-2009 Financial Statements**  
**SELF INSURANCE TRUST - FUND 78**  
**As of 2/28/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/08</b>	\$ 146,872			
<b><u>Revenues</u></b>				
Interest Income	\$ 12,900	\$ 2,237	\$ 10,663	82.66%
Miscellaneous Income	\$ -	\$ -	\$ -	
Transfers In	\$ 41,100		\$ 41,100	
<b>Total Revenues</b>	<b>\$ 54,000</b>	<b>\$ 2,237</b>	<b>\$ 51,763</b>	<b>52.71%</b>
<b><u>Expenditures</u></b>				
Supplies	\$ 4,000	\$ -	\$ 4,000	100.00%
Contracted Services	\$ 46,283	\$ 21,887	\$ 24,396	52.71%
New Equipment	\$ 3,717	\$ 3,716	\$ 1	0.00%
Reserve for Contingencies	\$ -	\$ -	\$ -	
<b>Total Expenditures</b>	<b>\$ 54,000</b>	<b>\$ 25,603</b>	<b>\$ 28,397</b>	<b>52.59%</b>
 Net Change in Fund Balance	 \$ -	 \$ (23,366)		
<b>Month Ending Fund Balance 2/28/09</b>		<b>\$ 123,506</b>		
 <b>Projected Ending Fund Balance</b>	 \$ 146,872			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2008-2009 Financial Statements**  
**RAMS BOOKSTORE**  
**As of 2/28/09**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/08</b>	\$ 1,947,271			
<b><u>Revenues</u></b>	\$ 4,683,000	\$ 3,661,330	\$ 1,021,670	21.82%
Less: Cost of Goods Sold	\$ 3,550,000	\$ 3,304,920	\$ 245,080	
Gross Margin from Local Revenues	\$ 1,133,000	\$ 356,410	\$ 776,590	
Total Other Income		\$ 23,046		
<b><u>Total Revenues</u></b>	\$ 1,133,000	\$ 379,456		
<b><u>Expenditures</u></b>	\$ 1,442,500	\$ 731,318		
Estimated labor to be invoiced		\$ 103,000		
<b><u>Total Expenditures</u></b>	\$ 1,442,500	\$ 834,318	\$ 608,182	42.16%
 Revenues/(Expenditures)	 -\$309,500	 \$ (454,862)		
<b>Month Ending Fund Balance 2/28/09</b>		\$ 1,492,409		
<b>Projected Ending Fund Balance</b>	\$ 1,637,771			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2008-2009 Financial Statements**  
**AUXILIARY SERVICES**  
**As of 2/28/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/08</b>	\$ 239,902			
<b><u>Revenues</u></b>	\$ 443,000	\$ 326,605	\$ 82,600	18.65%
Estimated "Due From" District		<u>\$ 33,795</u>		
<b><u>Total Revenues</u></b>		\$ 360,400		
<b><u>Expenditures</u></b>				
District	\$ 443,000	\$ 215,177	\$ 171,823	38.79%
<b><u>Total Expenditures</u></b>		<u>\$ 56,000</u>		
		\$ 271,177		
Revenues/(Expenditures)	\$ -	\$ 89,223		
<b>Month Ending Fund Balance 2/28/09</b>		\$ 329,125		
<b>Projected Ending Fund Balance</b>	\$ 239,902			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2008-2009 Financial Statements**  
**ASB FUND**  
**As of 2/28/09**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/08</b>	\$ 139,336			
<b><u>Revenues</u></b>	\$150,000	\$102,099	\$47,901	31.93%
Estimated amount "Due From" District		\$36,668		
<b><u>Total Revenues</u></b>		<u>\$138,767</u>		
<b><u>Expenditures</u></b>	\$150,000	\$86,459	\$63,541	42.36%
<b><u>Total Expenditures</u></b>		\$0	\$52,308	
Revenues/(Expenditures)	\$ -	\$ 52,308		
<b>Month Ending Fund Balance 2/28/09</b>		\$ 191,644		
<b>Projected Ending Fund Balance</b>	\$ 139,336			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2008-2009 Financial Statements**  
**FEDERAL/STATE GRANT FUNDS**  
**As of 2/28/09**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/08</b>	\$ 65,911			
<b><u>Revenues</u></b>				
PELL	\$ 10,035,212	\$ 5,612,379	\$ 4,422,833	
SEOG	310,138	123,400	186,738	
Direct Loan	423,417	2,826,371	-2,402,954	
Cal Grant	742,062	785,779	-43,717	
CARE	103,595	160,000	-56,405	
TRIO	30,000	30,000	0	
EOPS	8,800	0	8,800	
ACG	0	16,600	-16,600	
<b>Total Revenues</b>	<b>\$ 11,653,224</b>	<b>\$ 9,554,529</b>	<b>\$ 2,098,695</b>	
<b><u>Expenditures</u></b>				
PELL	\$ 10,035,212	\$ 5,719,657	\$ 4,315,555	
SEOG	310,138	122,700	187,438	
Direct Loan	423,417	2,614,047	-2,190,630	
Cal Grant	742,062	457,875	284,187	
CARE	103,595	65,250	38,345	
TRIO	30,000	0	30,000	
EOPS	8,800	0	8,800	
ACG	0	16,600	-16,600	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
<b>Total Expenditures</b>	<b>\$ 11,653,224</b>	<b>\$ 8,996,129</b>	<b>\$ 2,657,095</b>	
 Net Change in Fund Balance	 \$ -	 \$ 558,400		
<b>Month Ending Fund Balance 2/28/09</b>		<b>\$ 624,311</b>		
 <b>Projected Ending Fund Balance</b>	 \$ 65,911			

