



VICTOR VALLEY COLLEGE
Board of Trustees

AGENDA



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

Date: October 10, 2006

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

AGENDA

This meeting will be electronically recorded

CALL TO ORDER/ROLL CALL

2 p.m.

PLEDGE OF ALLEGIANCE

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

At this time, the Board of Trustees will listen to communication from the public on any Closed Session agenda item. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. (Board Policy #2350)

1. CLOSED SESSION

- (a) CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION under Government Code Section 54956.9(a):
 - (1) G. Henderson vs. Victor Valley Community College, San Bernardino County Superior Court Case No. VCVVS 030263
 - (2) N. Halisky and C. Halisky vs. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 026112
 - (3) Warren vs. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 037382
 - (4) Victor Valley Community College District vs. Puckett, San Bernardino County Superior Court Case No. VCVVS 036483
 - (5) G. Olin vs. Spencer, San Bernardino County Superior Court Case No. VCVVS 040360
 - (6) CSEA v. Victor Valley Community College District, CSMCS Case No. ARB-06-0032
 - (7) CSEA v. Victor Valley Community College District, CSMCS Case No. ARB-05-0305
 - (8) F. Freeman v. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 042951

BOARD OF TRUSTEES: Tom Elder, Dennis Henderson, Donald Nelson, Joe Range, Bettye Underhill, ASB Member

(b) CONFERENCE WITH LABOR NEGOTIATORS

(1) Employee organization PTFU

District's representatives: Drs. Marion Boenheim, Willard Lewallen, Marianne Tortorici, and John Rude

(c) PUBLIC EMPLOYEE APPOINTMENT

Accounting Technician I

Administrative Secretary I (IT)

A&R Technician, Bilingual

Bookstore Operations Assistant

Instructional Assistant (SSS)

Instructional Assistant I (Art)

M&O Clerical Technician

Network Manager

Office Assistant

Placement Specialist

Professional Expert

Short Term Employee

Accompanist

Assistant Coach

Bookstore Cashier

Bookstore Stocker

Community Fee Base

Equipment Manager

Events Worker

Life Drawing Model

Office Worker

Operations Worker

PAC House Manager

PAC Worker

Van Driver

Student Worker, including work study/work experience, CalWORKS, and tutor

Substitute Employee

A&R Technician

Associate Teacher (CDC)

Grounds Maintenance Worker

Media Services Specialist

Office Assistant

Sign Language Services Interpreter

Temporary Faculty

Volunteer

- (d) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
- (e) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Interim Superintendent/President

2. RECONVENE TO OPEN SESSION

6 p.m.

- 2.1 Closed Session Report

PUBLIC COMMENTS RELATED TO AGENDA ITEMS

At this time, the Board of Trustees will listen to communication from the public on any agenda item. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. (Board Policy #2350)

3. GOVERNING BOARD

4. SUPERINTENDENT/PRESIDENT'S REPORT

- 4.1 Deputy Superintendent/Executive Vice President/Instruction
- 4.2 Vice President, Student Services
- 4.3 Vice President, Administrative Services
- 4.4 Vice President, Human Resources

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 September 12, 2006 regular Board meeting
- 5.2 Out-of-State Travel – Barbra Louis, Victoria Hindes and Patricia Jones
Approval of out-of-state travel for Barbra Louis, Victoria Hindes and Patricia Jones to attend the Hispanic Association of Colleges and Universities 20th annual Conference in San Antonio, TX October 28-31,2006. Fiscal Impact: Budgeted Item, not to exceed \$5,100.00
- 5.3 Out-of-State Travel – Janet Long
Approval of out-of-state travel for Janet Long to attend the Western Kentucky University (WKY) Budget Management and Recordkeeping Training Program in Honolulu, HI September 26-29, 2006. Fiscal Impact: Budgeted Item, not to exceed \$1,200.00
- 5.4 Agreement – EZ DUZ IT Postal and Business Center and Empire Presort and Mailing Services
Approval of the agreement with EZ DUT IT Postal and Business Center and Empire Presort and Mailing Services to provide presorted mail services. The postage rate for first class mail will be reduced from .39 to .37. There is no cost to the district for this service. Fiscal Impact: Overall projected savings of 5% (estimated to be \$6,500.00 annually) for the District's postage expenditures.
- 5.5 Agreement – Herff Jones
Approval of the agreement with Herff Jones, Inc. for occupational certificates. Prices will be effective for 2007-2009. Fiscal Impact: Budgeted Item, approximately \$2,500 over 2 years.

- 5.6 Agreement – NELNET
Approval of the agreement with NELNET to provide software, setup, license and support for JobX, TimesheetX, and ScholarX. The programs are entirely web-based, and will facilitate the student employment and scholarship programs. Fiscal Impact: Not to exceed \$12,500.00 for first year, renewable annually per terms of agreement.
- 5.7 Agreement – Personal Services – Katherine Bissell
Approval of the agreement with Katherine Bissell for personal services to perform independent writing assignments as needed by the Director of Public Information. Services shall begin on October 1, 2006 and will be completed on or before December 31, 2006. Fiscal Impact: \$2,500.00 – Director of Public Information contract budget.
- 5.8 Amended Agreement – Child Development Services CCTR-5314
Approval of the amended agreement (Amendment 02) with the California Department of Education for Child Development Services for FY 2005-2006, contract number CCTR-5314. Fiscal Impact: None.
- 5.9 Agreement – California Community Colleges Chancellor's Office
Acceptance of the Economic and Workforce Development Enrollment Growth for Associate Degree Nursing (RN) Programs Grant 06-116-067. Fiscal Impact: Income to the District. Grant funds awarded total \$114,284.00 for a two (2) year performance period.
- 5.10 Agreement – Child Development Services CPRE-6303
Approval of the agreement with California Department of Education for Child Development Services Contract CPRE-6303 for the FY 06-07 to provide state preschool services, project number 36-6792-00-6. fiscal
- 5.11 Agreement – City of Victorville
Approval of the agreement with the City of Victorville for donation of fire vehicles from the Victorville Fire Department. Fiscal Impact: None
- 5.12 MOU Extension – Southern California Biotechnology
Approval of the extension of MOU for Fiscal Year 05-06 between Victor Valley College and the Southern California Biotechnology Center at Miramar College. The purpose of the extension is to augment the previous program by \$4,000.00 Fiscal Impact: \$10,000.00 to the District.
- 5.13 Agreement – Personal Services – John Tonyan
Approval of the personal services with John Tonyan to tune, service, and repair pianos. Fiscal Impact: Not to exceed \$2,200.00
- 5.14 Agreement – San Bernardino Employment and Training Agency One-Stop Career Center
Approval of the agreement with San Bernardino Employment and Training Agency One-Stop Career Center, provider 510, to provide training services to eligible adults and dislocated workers. San Bernardino County receives Federal funds through the Workforce Investment Act to retain dislocated workers. The college will receive funds to cover books, tuition, fees, tools (if applicable) and other costs associated with the training. Fiscal Impact: Varies, depending upon the number of students referred to VVC for training and the certificate or degree program students complete.
- 5.15 Agreement – Contract Education Services
Approval of the Contract Education Service agreement with Solera at Apple Valley for the course, Beginning Mosaics that is offered from October 17, 2006 to November 14, 2006. Fiscal Impact: Income to the District.

5.16 Agreement – Federal Bureau of Prisons

Approval of the agreement to exercise option year three of the U.S. Department of Justice, Federal Bureau of Prisons for the Certified Program, RFQ 61603-016-4, in ASE Automotive Repair Service for the Federal Correctional Institution in Victorville, CA. Contract period is from October 1, 2006 through September 30, 2007. Services to be provided include college credit courses. Fiscal Impact: Income of \$138,000.00 to the District.

5.17 Inland Desert Tech Prep Consortium Mini-Grant

Approval of the Inland Desert Tech Prep Consortium mini-grant application to pay a stipend to a faculty member to assist in coordinating Tech Prep articulation between high schools and the college. Fiscal Impact: Funds to the District \$5,000.00

5.18 Agreement – Community College Library Consortium

Approval of the renewal with the Community College League of California for the Community College Library Consortium for January 1, 2007 through December 31, 2007. The online subscription databases included in the renewal are:

VENDOR	DATABASE	COST
Gale	Opposing Viewpoints Resource Center – unlimited	\$ 4,559.88
NewsBank	Newsfile Collection	\$ 5,270.00
Oxford University Press	Grove Art Online	\$ 1,206.00
Oxford University Press	Grove Music Online	\$ 1,746.00
R.R. Bowker	Books in Print (BIP) w/reviews	\$ 1,567.00
	TOTAL	\$14,348.88

Fiscal Impact \$14,348.88.

5.19 Agreement – Contract Education Services

Approval of the agreements for the Contract Education Service agreements as listed below. Fiscal Impact: \$7,850.00 Income to the District

VENDOR	COURSE	COURSE DATES	TENTATIVE AMOUNT RCVD
San Bernardino County Superintendent of Schools	Becoming an Instruction Assistant for Medically Fragile Students in the Public School Setting	10/14/06-12/16/06	\$ 6,400.00
Solera at Apple Valley	Physical Fitness (Aerobic)	10/12/06-12/14/06	\$ 850.00
Solera at Apple Valley	Tappercise	10/25/06-12/15/06	\$ 600.00
		TOTAL	\$ 7,850.00

5.20 Academic Resignation – Lilia Sanchez

Acceptance of the resignation of Lilia Sanchez, Counselor, SSS and Title V, effective September 15, 2006.

5.21 Foundation Employee

Approval of the use of the District's group rates for health insurance by the Foundation. Fiscal Impact: No net fiscal impact.

- 5.22 Annual Fiscal Status Report
Receive and enter this report into the minutes of the meeting. Fiscal Impact: None
- 5.23 Agreement – Datatel
Approval of the agreement with Datatel to provide support for creating a development account and bringing the Victor Valley College administrative system current on patches and upgrades. Fiscal Impact: Budgeted Item, not to exceed \$4,500.00
- 5.24 Agreement – Investor Owned Utility
Approval of the agreement with Investor Owned Utility (IOU) which provides financial incentives to the District for participating in the 2006-2008 California Community Colleges Energy Efficiency Partnership Program. Fiscal Impact: Revenue to the District in the amount of \$305,975.43.
- 5.25 Agreement – Church of the Valley, Presbyterian
Approval of the agreement with Church of the Valley, Presbyterian, to provide facilities for Victor Valley College classes and performance for fall 2006 and spring 2007 seasons. Fiscal Impact: Budgeted Item, not to exceed \$7,200.00
- 5.26 Out-of-State Travel – Chris Hylton
Approval of out-of-state travel for Christ Hylton, Director, Maintenance & Operations to attend the National Recycling Coalition Conference in Atlanta, GA, October 22-25, 2006. Fiscal Impact: Budgeted Item, not to exceed \$2,500.00
- 5.27 Board of Trustees Payments Report
Approval of the Board of Trustees Transfers and Payments Reports.
- 5.28 Recalculation of Gann Appropriation Limit
Approval of the Gann appropriation limit for 2006-2007 in the amount of \$80,560,747.00
Fiscal Impact: None
- 5.29 Amendment – Existing Spencer/Hoskins Associates Agreement
Approval of the amended agreement with Spencer Hoskins for additional services needed to complete the District's Five Year Plan and campus wide room analysis, which was submitted to the State July 1, 2006. The original agreement was approved by the Board on March 14, 2006. Fiscal Impact: Not to exceed \$2,406.76.
- 5.30 Change Order – Pro-Craft Plumbing
Approval of the change order for Pro-Craft Plumbing Co. Fiscal Impact: \$6,898.01 (This project is State funded and will be 100% reimbursable to the District through Fund 71 up to the approved contract amount.)
- 5.31 Approval – Corrected Vendor Name
Approval of the corrected vendor name from California School of Notary to Notary Public Seminars which was Board approved on May 9, 2006 with the incorrect vendor name. Fiscal Impact: None
- 5.32 Agreement – Contract Education Services
Ratification of the agreement for the Community Education courses with Applebee's Neighborhood Bar and Grill, Arturo Kitchen, Cold Stone Creamery, DeGarcia's in Phelan, DeGarcia's in Victorville, Fazoli's, Jali-Nex Restaurant, Mimi's Café, and Silverado High School from October 11, 2006 through October 11, 2007. Fiscal Impact: Maximum \$1,630.00 to the District based upon student enrollment capacity.

5.33 Out-of-State Travel

Approval of out-of-state travel and gas expenses for faculty members, Lee Kinney, Jim Previte and students attending the field trip study at the Grand Canyon National park from October 13-15, 2006. Fiscal Impact: Gas expenses for college vehicles. Students and staff are responsible for all other ravel expenses.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda.

7. SUPERINTENDENT/PRESIDENT

None

8. INSTRUCTION

None

9. STUDENT SERVICES

None

10. ADMINISTRATIVE SERVICES

11. HUMAN RESOURCES

12. INFORMATION/DISCUSSION

12.1 Sabbatical Leave Report – Cherie A. Reardon

The sabbatical report is submitted for information.

12.2 Monthly Financial Reports

This is an information only item.

12.3 Quarterly Financial Status Report (CCFS-311Q)

This information was presented for Board information.

13. REPORTS (3 minute limit per Report)

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

13.1 Governmental Relations

13.2 Foundation

13.3 Constituency Representatives

- a) ASB
- b) CCA
- c) CSEA
- d) Faculty Senate
- e) AFT Part-Time Faculty United
- f) Management

14. TRUSTEE COMMENTS

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. (Board Policy #2350). State law prohibits the Board from addressing any issues not included on the agenda.

15. 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: September 12, 2006

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

CALL TO ORDER/ROLL CALL:

2 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on September 12, 2006 in the Board Room of the Administration building. Mr. Range, Board President, called the meeting to order at 2 p.m.

TRUSTEE ROLL CALL: Present: Joe Range, Board President; Dennis Henderson, Vice President; Donald Nelson, Clerk; Thomas M. Elder II, Trustee, Dr. Bettye Underhill, Trustee

Sara Sgarlata arrived at 6 p.m. and substituted for Michael Koenig, Student Trustee.

Absent: Michael Koenig

MANAGEMENT PRESENT: Dr. Louis E. Zellers, Interim, Superintendent/President; Dr. Lewallen, Vice President, Student Services; Bruce Baron, Vice President, Administrative Services; Dr. Marion Boenheim, Vice President, Human Resources; Dr. Jack Lipton, General Counsel; and Annette McComas (Recorder)

PLEDGE OF ALLEGIANCE: Dr. Louis Zellers led the Pledge of Allegiance to the Flag.

DELECTIONS/CORRECTIONS TO AGENDA:

Item 5.10 is corrected to add the following sentence: "This signatory authority is subject to Board Policies pertaining to the delegation of authority to the Superintendent/President." Also, the citation to Section 72282 of the *Education Code* is corrected to Section 70902(d) of the *Education Code*.

Regarding Item 5.20, after legal review by the District's General Counsel, the Agreement with Patton Hospital has been revised. Copies of the revised Agreement were made available to the public.

Regarding Item 5.25, the salary increase should read 5.92% and not 59.2%

1. CLOSED SESSION

Mr. Range, Board President, announced the agenda items that the Board would consider in Closed Session.

BOARD OF TRUSTEES: Tom Elder, Dennis Henderson, Donald Nelson, Joe Range, Bettye Underhill, ASB Member

- (a) CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION under Government Code Section 54956.9(a):
- (1) G. Henderson vs. Victor Valley Community College, San Bernardino County Superior Court Case No. VCVVS 030263
 - (2) N. Halisky and C. Halisky vs. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 026112
 - (3) Warren vs. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 037382
 - (4) Victor Valley Community College District vs. Puckett, San Bernardino County Superior Court Case No. VCVVS 036483
 - (5) CTA vs. Victor Valley Community College District, Public Employment Relations Board Case No. LA-CE-4852-E
 - (6) G. Olin vs. Spencer, San Bernardino County Superior Court Case No. VCVVS 040360
 - (7) CSEA v. Victor Valley Community College District, CSMCS Case No. ARB-06-0032
 - (8) CSEA v. Victor Valley Community College District, CSMCS Case No. ARB-05-0305
 - (9) F. Freeman v. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 042951
- (b) CONFERENCE WITH LABOR NEGOTIATORS
- (1) Employee organization CSEA
District's representatives: Dr. Marion Boenheim, Bruce Baron, and Willie Davis Pringle
 - (2) Employee organization PTFU
District's representatives: Drs. Marion Boenheim, Willard Lewallen, Marianne Tortorici, and John Rude
- (d) PUBLIC EMPLOYEE APPOINTMENT
- Accounting Technician I
 - Administrative Secretary I
 - Administrator on Special Assignment
 - Bookstore Operations Assistant
 - Director, Admissions & Records
 - DSPS Assistant/Interpreter
 - Instructional Assistant I
 - Instructional Assistant III
 - Instructor
 - Interim Superintendent/President
 - Library Technical Assistant
 - Office Assistant
 - Professional Expert
 - Short Term Employee:

Accompanist
 Assistant Coach
 Board Assistant
 Bookstore Cashier
 Bookstore Stocker
 Community Fee Base
 Equipment Manager
 Events Worker
 Life Drawing Model
 Office Worker
 Operations Worker
 PAC House Manager
 PAC Worker
 Van Driver
 Sign Language Services Interpreter
 Student Worker, including work study/work experience, CalWORKS, and tutor
 Substitute Employee:
 Administrative Secretary I
 Admissions & Records Assistant
 Associate Teacher (CDC)
 Bookstore Operations Assistant
 Campus Police & Public Safety Officer
 Campus Police Reserve Officer
 Clerical Technician II
 Custodian
 DSPS Assistant/Interpreter
 Instructional Assistant I
 Instructional Assistant III
 Instructional Network Computer Maintenance Technician
 Library Technical Assistant
 M & O Clerical Technician
 Media Services Specialist
 Office Assistant
 Reserve Police Officer
 Sign Language Services Interpreter
 Switchboard Operator
 Webmaster
 Temporary Academic
 Volunteer

(e) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS:

At 2:06 p.m., Board President, Joe Range recessed to closed session.

2. RECONVENE TO OPEN SESSION

6 p.m.

At 6:06 p.m., Board President, Joe Range reconvened the meeting in open session and made the following closed session report:

In the case of CTA vs. Victor Valley Community College District, PERB Case No. LA-CE-4852, the

Board voted unanimously to approve a settlement agreement. Copies of the agreement are available through Dr. Zeller's office.

In the case of Freeman vs. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 042951, the Board voted as follows:

The Board voted unanimously to defend the District in the litigation.

The Board voted unanimously to provide a legal defense for Dr. Underhill, Tom Elder, and Joe Range as defendants, with individual Board members recusing themselves from the vote on themselves.

The Board voted 4-1, with Mr. Henderson voting No, to provide a legal defense to the other defendants, Patricia Spencer, William Schmidt, Jeffrey Cooper, and Dorothy Franke.

The Board voted unanimously to approve the public employee appointments as noted on the handout provided to the public.

Director, Admissions & Records

Greta Moon, 9/13/06

Instructional Assistant III

Susana Jimenez (ESL), 9/13/06

Troy Kuhns (Welding), 9/12/06

Library Technical Assistant

Dennis Hartmann, 9/13/06

Office Assistant

Laura Katnic (Nursing, 75%), 10/2/06

Professional Expert

Close, Katie 08/28/06-12/16/06

Fenley, Michelle 08/28/06-12/16/06

Krumsiek, Kristy 09/13/06-12/15/06

Melbihess, Misty 08/28/06-12/16/06

Pasqua, Lisa 08/28/06-12/16/06

White, Adam 08/28/06-12/16/06

Short Term Employee

Assistant Coach

Humphrey, Rocky 08/15/06-12/15/06

Community Fee Base

Shaner, Keith 10/16/06-01/29/07

Kiss, Christopher 09/12/06-12/16/06

Magana, Melissa 09/14/06-12/16/06

Student Worker, including work study/work experience, CalWORKS, and tutor

Aispuro, Gloria 09/13/06-12/30/06

Alford, Hannah 09/13/06-12/30/06

Angulo, Sonia 09/13/06-12/30/06

Bantug, Hoisze 08/28/06-12/31/06

Beltran, Stephanie 09/13/06-12/30/06

Bratulin, Aleksandr 07/01/06-12/30/06

Brown, Tammy 09/13/06-12/31/06

Chavez, Laurie 09/12/06-12/15/06

Crawford, Krystal	08/28/06-12/15/06
Deards, Erin	08/28/06-12/15/06
Dunkerley, Erika	08/28/06-12/31/06
Glisson, Roger	09/13/06-12/31/06
Guinn, Mandi	08/28/06-12/22/06
Gutierrez, David	07/19/06-12/30/06
Hodgkins, Melanie	09/14/06-12/31/06

Student Worker, including work study/work experience, CalWORKS, and tutor, cont'd

Jeter, Quaniesha	09/13/06-12/30/06
Keith, Marlene	09/13/06-12/18/06
Lopez, Noel	09/14/06-12/31/06
Montgomery, William	09/14/06-12/31/06
Morgan, Dale	09/12/06-12/16/06
Morgan, Dale	01/08/07-06/09/07
Pimentel, Tricia	08/16/06-12/30/06
Ponce, Jamie	09/13/06-12/30/06
Ramirez, Arthur	09/05/06-12/15/06
Rosas, Rosario	08/28/06-12/31/06
Taylor, Tawny	08/23/06-12/20/06
Vaccari, Michelle	08/28/06-12/31/06
Voltz, Pamela	08/23/06-12/20/06
Willaims, Clyde	08/28/06-12/15/06
Williams, Michelle	09/13/06-12/31/06
Yun, Ok-Kyong	09/14/06-12/31/06
Zamora, Maria	08/28/06-12/15/06

Substitute Employee

Associate Teacher (CDC)	
Baker, Amy	08/28/06-06/30/07
Clerical Technician II	
Select Personnel	09/13/06-02/28/06
M & O Clerical Technician	
Select Personnel	08/21/06-12/30/06
Media Services Specialist	
Majeske-Lozada, Elizabeth	09/12/06-03/31/07
Office Assistant	
Thornhill, Elizabeth	09/13/06-10/31/06
Sign Language Services Interpreter	
Herd, Brandy	09/13/06-12/15/06
Webmaster	
Gullet, Andrew	09/13/06-01/13/07

Temporary Academic

FALL 2006--MATH AND SCIENCE

Box, Jeffrey
Brown, William
Butros, Michael
Carlson, Robert
Garcia, Antonia
Kulasxa, Robert
Malone, James P.

Paine, John
Ridge, Jeff

FALL 2006--HUMANITIES, ARTS & SOCIAL SCIENCES

Davis, Tracy
Golder, Patricia
Mellado, Lisa 08/28/06-12/16/06

FALL 2006--HUMANITIES, ARTS & SOCIAL SCIENCES

Moss, Yvonne
Pelosa, Susan
Reed, Annalisa 08/28/06-12/16/06
Selden, Emily
Spotts, Dave
Wagner, Pat
Wilson, Nancy 08/28/06-12/16/06

FALL 2006--TEMPORARY ACADEMIC VOCATIONAL PROGRAMS

Ayers, Jennifer
Bennett, Lee
Cescolini, Diana 08/28/06-12/16/06
Coon, Greg
Eisenbrey, Jennifer
Emarine, Tracey
Garza, Al
Jones, Jimmie J
McCullough, John
Modlin, Jerry
Murchmore, Darin
Peak, Gloria
Ramsey, Robert
Rankin, Timothy
Smith, Gerald
Stewart, Bobbie
Thibeault, Sally
Weygandt, William 08/28/06-12/16/06
Williams, Chantae

FALL 2006--STUDENT SERVICES

James, Pamela
Johnson, Eartha
Mayer, Peggy

Volunteer

Carpenter, Sharon	09/13/06-12/22/06
Cline, Chao	10/12/06-12/16/06
Cline, Diane	08/26/06-02/01/07
Cline, Theresa	09/12/06-06/30/06
Ferreira, Julie	09/13/06-12/31/06
Gonzalez, Krystal	10/11/06-12/15/06

Kirkendoll, Ryan	09/13/06-06/01/06
Murphy, Beth	07/29/06-12/31/06
O'Harra, Natalia	10/12/06-12/15/06
Riding, Thomas Kirk	09/12/06-12/30/06
Sternfeld, Barbara	10/28/06-12/11/06

PUBLIC COMMENTS RELATED TO AGENDA ITEMS ONLY: The following individuals made comments and spoke with respect to the noted agenda items:

Neal Kelsey (4.3 and 5.26) and Debra Blanchard (5.24 and 5.26)

3. GOVERNING BOARD

4. SUPERINTENDENT/PRESIDENT'S REPORT

For the Superintendent/President's report, Dr. Zellers announced that he was honored to be selected as interim Superintendent/President. In addition, he pointed out that all faculty, full-time and part-time are equally appreciated.

4.1 Deputy Superintendent/Executive Vice President/Instruction
No report

4.2 Vice President, Student Services
Dr. Lewallen

4.3 Vice President, Administrative Services – 2006/07 Budget Update
Mr. Baron

4.4 Vice President, Human Resources
No report

5. CONSENT AGENDA

It was MSC (Underhill/Elder, 5-0) to approve the consent items as corrected.

5.1 Approval of the minutes of the August 18, 2006 special Board meeting

5.2 Approval of the minutes of the August 22, 2006 special Board meeting

5.3 Renewal Software Licensing – Computerland of Silicon Valley

Approval of renewal of the annual software licensing with Computerland of Silicon Valley. This renewal will provide site license for the product and the server for Microsoft Campus Agreement for 517 faculty and staff FTES. This renewal will be effective for the period of October 1, 2006 through September 30, 2007. Fiscal Impact: Budgeted item, not to exceed \$28,347.25.00

5.4 Agreement – Public Economics, Inc.

Approval of the funding for Phase II of it's original agreement with Public Economics. Fiscal Impact: \$25,000.00 reimbursable from proceeds of the redevelopment funds.

5.5 Property Disposal

Approval of the disposal of surplus equipment on the attached list through the auctioneer services of the Liquidation Company. Fiscal Impact: None

- 5.6 Board of Trustees Transfers and Payments Report
Approval of the Board of Trustees Transfers and Payments Reports.
- 5.7 Donations
Acceptance of the donations as college property from the Victor Valley District Foundation for a total amount of \$98,005.21)
- 5.8 Training Proposal – Tier Technologies, Inc.
Approval of the proposal with Tier Technologies, Inc. to provide on-site Basic Script Express Training for the Tier software program. Fiscal Impact: Budgeted item, not to exceed \$9,000.00
- 5.9 Rescind – Board Delegated Authorized Signatory
Approval to rescind all previous signatory authority for Dr. Patricia Spencer, Superintendent/President, effective August 31, 2006. Fiscal Impact: None
- 5.10 **CORRECTED** Authorized Signatory – Dr. Louis E. Zellers
Approval of the signature of Dr. Louis E. Zellers, Interim Superintendent/President to represent the board in the cases as listed for fiscal year 2006-07 per Education Code 72282. Fiscal Impact: None
- 5.11 Out-of-State Travel – Lael Willingham
Approval of the out-of-state travel for Lael Willingham to attend the California Association of Joint Powers Authorities Fall Conference in South Lake Tahoe, Nevada September 19-22, 2006. Fiscal Impact: Budgeted item, not to exceed \$2,075.00
- 5.12 Agreement for Personal Services – Luis Pena
Approval of the agreement with Luis Pena for Personal Services to conduct maintenance and repair on all weight room equipment as listed. Fiscal Impact: Not to exceed \$3,700.00
- 5.13 Out-of-State Travel – Barbra Louis
Approval of the out-of-state travel for Barbra Louis to attend a Leadership Conference at Rutgers University, New Brunswick, NJ held September 8-17, 2006. Fiscal Impact: None to the District
- 5.14 Agreement – Big Bear Lake Fire Department
Approval of the clinical agreement with the Big Bear Lake Fire Department as attached. Fiscal Impact: None
- 5.15 Agreement – Contract Education Services
Approval of the agreement with Archangel for the course offered in Contract Education department. Fiscal Impact: \$2,000.00 to the District.
- 5.16 Academic Reduced Workload Request
Approval of Juanita Chou's request for a reduced workload of 80% for the 2006-07 academic year which is permissible according to Article 25 of the CTA agreement. Fiscal Impact: Budgeted.

- 5.17 Appointment of Search Consultant Firm for Superintendent/President
Approval of the appointment of Community College Search Services to assist the District in the recruitment and selection of a Superintendent/President. Fiscal Impact: to be determined.
- 5.18 Out-of-State Travel – Renay Butler and Rocio Chavez
Approval of the out-of-state travel and related expenses for Renay Butler and Rocio Chavez to attend the ACHRO/EEO EEO Model Plan Workshop and Fall Training Institute in South Lake Tahoe, Nevada, from October 17-20, 2006. Fiscal Impact: Budgeted item, \$1,163.00
- 5.19 Classified Additional Position
Approval of the additional position of Webmaster, categorically funded through Title V HSI cooperative grant, effective September 13, 2006. Fiscal Impact: Funded through Title V HIS cooperative grant.
- 5.20 **CORRECTED** Renewal Agreement – Patton State Hospital
Approval of the renewal agreement with Patton State Hospital from September 1, 2006 through June 30, 2011. Fiscal Impact: None to the District.
- 5.21 Agreement – Six Ten & Associates
Approval of the agreement with Six Ten and Associates for State Mandate claim preparation for the 2006-2007 fiscal year. Fiscal Impact: Budgeted item, not to exceed \$24,000.00
- 5.22 Management Resignation – Phyllis Seifert
Acceptance of the resignation of Phyllis A. Seifert, CDC Director, effective September 8, 2006.
- 5.23 Ratification of Tentative Agreement – CSEA
Ratification of the tentative agreement reached with CSEA on Article VIII, Salary and Article IX, Health and Welfare Benefits.
- 5.24 CTA Tentative Agreement – Salary Increase
Pending ratification by the faculty, ratification by the Board of Trustees on the tentative agreement reached with CTA for a 5.92% cost of living adjustment to be distributed on the salary schedule by the Association and approved by the District, effective with the academic year 2006-2007. Fiscal Impact: Budgeted item.
- 5.25 **CORRECTED** Management Meet and Confer Agreement
Approval of a salary increase of 5.92%, fund the benefit package, and make changes to retiree benefits. Fiscal Impact #1 and #2 budgeted, #3 no cost.
- 5.26 Faculty Minimum Qualifications under Equivalency Process
Approval of the equivalencies for minimum qualifications for faculty. Fiscal Impact: Budgeted
- 5.27 Classified Temporary Increase in Assignment
Approval of the position of Office Assistant in the Teacher Learning Center, currently held by Esperanza Aragon, to be temporarily increased from 20 hours/week to 40/hours week, effective September 1, 2006. Fiscal Impact: Additional 20 hours/week from credit matriculation.

- 5.28 Cancellation of the October 24, 2006 Board meeting
Approval of the cancellation of the October 24, 2006 Board meeting. Fiscal Impact: None
- 5.29 Administrative/Management/Confidential Payment of Accrued Vacation Days – Patricia Spencer
Approval of the payment of accrued vacation hours for Patricia Spencer, Superintendent/President, not to exceed 31.61 days, \$24,194.93
- 5.30 Classified Resignation – Bonifacio Solis
Acceptance of the resignation of Bonifacio Solis, Admission and Records technician, bilingual, effective August 30, 2006.
- 5.31 Revised Classified Salary Schedule
Approval of the revised Classified Salary Schedule which includes the classification of Student Development Center Specialist II on Range 12 of the salary schedule and include Anna Garcia, Patricia Montgomery, Gabriella Quesda, and Beth Roberts. Fiscal Impact: Budgeted.
- 5.32 Agreement – Louis E. Zellers
Approval of the agreement with Dr. Louis E. Zellers to serve as the Interim Superintendent/President for one year, effective August 21, 2006. Fiscal Impact: \$13,400 salary plus \$400 stipend and \$1500 housing allowance in lieu of health and welfare benefits per month.

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda
None

7. SUPERINTENDENT/PRESIDENT

None

8. INSTRUCTION

None

9. STUDENT SERVICES

None

10. ADMINISTRATIVE SERVICES

- 10.1 Public Hearing and Adoption of the 2006-2007 Budget
Adoption of the 2006-2007 budget as presented. Fiscal Impact: Formally establishes budget.

The Board president declared the hearing open. Hearing no comments, the Board President declared the public hearing closed.

It was MSC (Underhill/Elder, 5-0) to adopt the 2006-2007 budget as presented.

11. HUMAN RESOURCES

- 11.1 Appointment of a Search Committee for Superintendent/President
It was MSC (Elder/Underhill, 5-0) to approve the formation of the search committee for the position of Superintendent/ President. Fiscal Impact: Budgeted

12. INFORMATION/DISCUSSION

None

13. REPORTS

13.1 Governmental Relations
Bill Greulich

13.2 Foundation
None

13.3 Constituency Representatives

- a) ASB
Sara Sgarlata
- b) CCA
Debra Blanchard
- c) CSEA
Margaret Kagy
- d) Faculty Senate
Debra Blanchard
- e) AFT Part-Time Faculty United
Neal Kelsey
- f) Management
Robert Sewell

14. TRUSTEE COMMENTS

Don Nelson, Bettye Underhill and Joe Range.

PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: None

15. ADJOURNMENT

It was MSC (Underhill/Elder, 5-0) to adjourn the meeting at 7:01 p.m. The motion approved unanimously.

Donald Nelson, Clerk

Date Approved

STUDENT SERVICES

OCTOBER 10, 2006

TOPIC: OUT OF STATE TRAVEL – VICTORIA HINDES, PATRICIA JONES, BARBRA LOUIS

The district requests the board approve out-of-state travel for Victoria Hindes, Patricia Jones and Barbra Louis to attend The Hispanic Association of Colleges and Universities 20th Annual Conference in San Antonio, Texas October 28 -31, 2006.

Fiscal Impact: Budgeted item, not to exceed \$5,100.00

RECOMMENDATION:

It is recommended that the Board of Trustees approve the out-of-state travel for Victoria Hindes, Patricia Jones and Barbra Louis to attend The Hispanic Association of Colleges and Universities 20th Annual Conference in San Antonio, Texas October 28-31, 2006.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NO ___ NOT APPLICABLE X

I recommend the Board of Trustees approve this item

Richard Brown
Vice President, Student Services

Date 10/28/06

I recommend the Board of Trustees approve this item

Louis E. Zellers
Interim Superintendent/President

Date 9/23/06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Victoria Hinder
 Name of Conference/Workshop: HACU 20th Annual Conference
 Location of Conference/Workshop: San Antonio Texas
 Date(s) of Conference/Workshop: October 28-31, 2006

Travel Authorization/Funding Request

Estimated Cost of Attendance

Meals (\$35 per day max) \$ 175.00
 Mileage 90 @ \$43.5 per mile: 39.15
 (call Fiscal Services for \$ per mile) YES NO
 Transportation (plane, train, bus): To be prepaid? 291.20
 Registration: To be prepaid? 550.00
 Lodging/Hotel: To be prepaid? 794.35
 Other: Shuttle/Taxi To be prepaid? 80.00
TOTAL ESTIMATED COST OF TRAVEL: \$ 1929.70

NOTES:

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
- 2) Organization dues and memberships may not be included as part of the Travel Authorization.

Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # 13924 P.O.# _____

Victoria Hinder
 Signature of Attendee _____ Date _____

APPROVAL TO ATTEND:

Willard Swallow
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) _____ Date _____

Please Indicate Budget Approval

Victoria Hinder 8/17/06
 Budget Account Manager Signature _____ Date _____

01-00-31-6455-2801-5200 2000.00
 Department Budget Account # (12 digits) _____ \$ Approved _____

 Faculty Travel _____ Date _____ Faculty Travel # _____ \$ Approved _____

 Staff Development _____ Date _____ Staff Dev # _____ \$ Approved _____

Processing Instructions -

Travel Authorization/Funding Phase

Requestor: Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;

Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

Transportation

Mileage _____ @ \$ _____ per mile: \$ _____

Plane, train, shuttle, bus: _____

Taxi/bus fares or parking: _____

Conference Registration Fees: _____

Lodging/Hotel (exit bill must show zero balance): _____

Room: Days _____ Rate = \$ _____

Days _____ Rate = \$ _____

Days _____ Rate = \$ _____

Lodging Total: \$ _____

Meals - Itemized by day (list names of others on receipt if applicable)

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

TOTAL NET (returned or payable to employee): \$ _____

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

Employee Signature _____ Date _____

Fiscal Services Approval _____ Date _____

Processing Instructions -

Reimbursement Request Phase

Requestor: Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Patricia M. Jones
 Name of Conference/Workshop: HACU 20th Annual Conference
 Location of Conference/Workshop: San Antonio, Texas
 Date(s) of Conference/Workshop: Oct. 28-31, 2006

Travel Authorization/Funding Request

Estimated Cost of Attendance

Meals (\$35 per day max) \$ 175.00
 Mileage _____ @ \$ _____ per mile: _____
 (call Fiscal Services for \$ per mile) YES NO
 • Transportation (plane, train, bus): To be prepaid? 291.20
 Registration: To be prepaid? \$550.
 • Lodging/Hotel: To be prepaid? _____
 Other: _____ To be prepaid? 16.00
TOTAL ESTIMATED COST OF TRAVEL: \$ 1032.20

NOTES:

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
- 2) Organization dues and memberships may not be included as part of the Travel Authorization.

Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # 13925 P.O.# _____

Patricia M. Jones 8/17/06
 Signature of Attendee Date

APPROVAL TO ATTEND:

Victoria Huder 8/17/06
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

Please Indicate Budget Approval

- Victoria Huder 8/18/06
 Budget Account Manager Signature Date
- 01-00-31-6455-2801-5200 1100.00
 Department Budget Account # (12 digits) \$ Approved
- _____
 Faculty Travel Date Faculty Travel # \$ Approved
- _____
 Staff Development Date Staff Dev # \$ Approved

Processing Instructions -

Travel Authorization/Funding Phase

Requestor: Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;
 Canary: Staff Development

Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

Transportation

Mileage _____ @ \$ _____ per mile: \$ _____
 Plane, train, shuttle, bus: _____
 Taxi/bus fares or parking: _____
Conference Registration Fees: _____
Lodging/Hotel (exit bill must show zero balance): _____
 Room: Days _____ Rate = \$ _____
 Days _____ Rate = \$ _____
 Days _____ Rate = \$ _____

Lodging Total: \$ _____

Meals - Itemized by day (list names of others on receipt if applicable)

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

TOTAL NET (returned or payable to employee): \$ _____

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

Employee Signature _____ Date _____

Fiscal Services Approval _____ Date _____

Processing Instructions -

Reimbursement Request Phase

Requestor: Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Barbra Louis
 Name of Conference/Workshop: HACU 20th Annual Conference
 Location of Conference/Workshop: San Antonio Texas
 Date(s) of Conference/Workshop: October 27-31, 2006

Travel Authorization/Funding Request

Estimated Cost of Attendance

Meals (\$35 per day max) \$ 175.00
 Mileage _____ @ \$ _____ per mile: _____
 (call Fiscal Services for \$ per mile) YES NO
 Transportation (plane, train, bus): To be prepaid? 291.20
 Registration: To be prepaid? 650.00
 Lodging/Hotel: To be prepaid? 731.31
 Other: Shuttle/Taxi To be prepaid? 16.00
TOTAL ESTIMATED COST OF TRAVEL: \$ 1863.51

NOTES:

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
- 2) Organization dues and memberships may not be included as part of the Travel Authorization.

Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # 013977 P.O.# _____
Barbra Louis 8/28/06
 Signature of Attendee Date

APPROVAL TO ATTEND:

 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

Please Indicate Budget Approval

Wilma D. Walker 28 Aug 06
 Budget Account Manager Signature Date

01-00-30-6450-2805-5202 2,000.00
 Department Budget Account # (12 digits) \$ Approved

 Faculty Travel Date Faculty Travel # \$ Approved

 Staff Development Date Staff Dev # \$ Approved

Processing Instructions -

Travel Authorization/Funding Phase

Requestor: Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;

Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

Transportation

Mileage _____ @ \$ _____ per mile: \$ _____
 Plane, train, shuttle, bus: _____
 Taxi/bus fares or parking: _____
Conference Registration Fees: _____
Lodging/Hotel (exit bill must show zero balance): _____
 Room: Days _____ Rate = \$ _____
 Days _____ Rate = \$ _____
 Days _____ Rate = \$ _____

Lodging Total: \$ _____

Meals - Itemized by day (list names of others on receipt if applicable)

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

TOTAL NET (returned or payable to employee): \$ _____

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

 Employee Signature Date

 Fiscal Services Approval Date

Processing Instructions - Reimbursement Request Phase

Requestor: Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

STUDENT SERVICES

OCTOBER 10, 2006

TOPIC: OUT OF STATE TRAVEL – JANET LONG

The district requests the board approve out-of-state travel for Janet Long to attend the Western Kentucky University (WKU) Budget Management and Recordkeeping Training Program in Honolulu , Hawaii September 26 -2 9, 2006

Fiscal Impact: Budgeted item, not to exceed \$1,200.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the out-of-state travel for Janet Long to attend the Western Kentucky University (WKU) Budget Management and Recordkeeping Training Program in Honolulu , Hawaii September 26 -2 9, 2006

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ **NO** ___ **NOT APPLICABLE** X

I recommend the Board of Trustees approve this item

William D. Bunker
Vice President, Student Services

Date 19 Sept 06

I recommend the Board of Trustees approve this item

Louis E. Zellers
Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Janet Long
 Name of Conference/Workshop: WKU TRIO, SSS, Budget Mngmnt Training
 Location of Conference/Workshop: Honolulu, HI
 Date(s) of Conference/Workshop: Sept 26-29, 2006

Travel Authorization/Funding Request

Estimated Cost of Attendance

Meals (\$35 per day max) \$ 140⁻
 Mileage @ \$ _____ per mile: n/a
 (call Fiscal Services for \$ per mile) YES NO
 Transportation (plane, train, bus): To be prepaid? 600⁻
 Registration: To be prepaid? n/a
 Lodging/Hotel: To be prepaid? 319⁻
 Other: taxi To be prepaid? 100⁻
TOTAL ESTIMATED COST OF TRAVEL: \$ 1159

NOTES:

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
- 2) Organization dues and memberships may not be included as part of the Travel Authorization.

Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # 013995 P.O.# _____

Janet Long 8/31/06
 Signature of Attendee Date

APPROVAL TO ATTEND:
Victor A. Hales 8/31/06
 Signature of Supervisor (staff) or Dean, Learning Date
 Systems (faculty)

Please Indicate Budget Approval

Janet Long 8/31/06
 Budget Account Manager Signature Date
 01-00-31-16350-2109-5200 1200⁰⁰
 Department Budget Account # (12 digits) \$ Approved

 Faculty Travel Date Faculty Travel # \$ Approved

 Staff Development Date Staff Dev # \$ Approved

Processing Instructions -

Travel Authorization/Funding Phase

Requestor: Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;
 Canary: Staff Development

Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel
 (see 'Guidelines' on reverse side)

Transportation

Mileage @ \$ _____ per mile: \$ _____
 Plane, train, shuttle, bus: _____
 Taxi/bus fares or parking: _____
Conference Registration Fees: _____
Lodging/Hotel (exit bill must show zero balance): _____
 Room: Days _____ Rate = \$ _____
 Days _____ Rate = \$ _____
 Days _____ Rate = \$ _____

Lodging Total: \$ _____

Meals - Itemized by day (list names of others on receipt if applicable)

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

TOTAL NET (returned or payable to employee): \$ _____

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

Employee Signature _____ Date _____

Fiscal Services Approval _____ Date _____

Processing Instructions -

Reimbursement Request Phase

Requestor: Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

STUDENT SERVICES

OCTOBER 10, 2006

TOPIC: AGREEMENT – EZ DUZ IT POSTAL AND BUSINESS CENTER AND EMPIRE PRESORT AND MAILING SERVICES

The district desires to enter into an agreement with EZ DUZ IT Postal and Business Center to provide presorted mail services.

Fiscal Impact: Overall projected savings of 5% (estimated to be \$6,500.00 annually) for the district's postage expenditures.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with EZ DUZ IT Postal and Business Center and Empire Presort and Mailing Services to provide presorted mail services. Empire Presort is certified by the U.S. Postal Service to provide sorting and mailing services. The postage rate for first class mail will be reduced from .39 to .37. There is no cost to the district for this service.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NO X NOT APPLICABLE ___

I recommend the Board of Trustees approve this item

William J. Smith
Vice President, Student Services

Date 18 Sept 06

I recommend the Board of Trustees approve this item

Louis E. Zellers
Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

Ez Duz It Postal & Business Center

11374 Bartlett Ave, Adelanto CA 92301

(760) 246-3871 Fax: (760) 246-9622

(Mail Pick up & Collection Office)

Empire Presort & Mailing Services

10444 Corporate Drive # A Redlands, CA 92374

(909) 801-8082 FAX (909) 801-8083

(Mail Processing Plant)

LETTER OF INTENT

This agreement, made this Date: _____, by and between Ez Duz It Postal & Empire Presort & Mailing Services and VICTOR VALLEY College or "customer".

It is agreed as follows:

IN WITNESS WHEREOF, The parties hereto have respectively caused this agreement to be executed by their duly authorized representative, effective as of the date first named herein. Each party shall have the option to withdraw from this agreement with a 30 day written notice. **There is no fee to customer as per Rate Chart in the summary of the presentation.**

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

By: _____ Date: _____

Print name: _____

Ez Duz It Postal & Business Center

11374 Bartlett Ave

Adelanto CA 92301

By: Annette Dutter Date: 9-11-06

Print name: Annette DUTTER

Empire Presort & Mailing Services

10444 Corporate Drive, # A

Redlands, CA 92374.

By: Aaron Lofton Date: 9-11-06

Print name: AARON LOFTON

Start Date: ON OR AFTER 10/10/06

STUDENT SERVICES

OCTOBER 10, 2006

TOPIC: AGREEMENT – HERFF JONES

The district desires to enter into an agreement (attached) with Herff Jones, Inc. for occupational certificates.

Fiscal Impact: Budgeted item, approximately \$2,500 over 3 years.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Herff Jones, Inc. for occupational certificates. Prices will be effective for 2007-2009.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NO X NOT APPLICABLE ___

I recommend the Board of Trustees approve this item

William D. Brumley
Vice President, Student Services

Date 19 Sept 06

I recommend the Board of Trustees approve this item

Louis E. Zellers
Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ___ Noes ___

21

Herff Jones, Inc.
Diploma Agreement

Customer:

04007647000
VICTOR VALLEY COLLEGE
WAREHOUSE
ATTN: MONTY/LUIS
18422 BEAR VALLEY RD.

Bill To:

VICTOR VALLEY COLLEGE
STUDENT SERVICES
18422 BEAR VALLEY RD

VICTORVILLE

CA 92392

VICTORVILLE

CA 92392

Sales Rep: 317 HANSON, LINDA

New Contract **Renewal, Specifications Unchanged**

Renewal, Specifications Changed Please enter changes below.

Contract Yrs. 2007 Senior Enrollment: 1000
 2008 Senior Enrollment: 1000
 2009 Senior Enrollment: 1000
 Total Contract Quantity 3000

Unit Price **Miniatures**
 Cover _____ Yes
 Insert 2.22 _____ No
 Total _____

3 line Signature Certificates

CERT/3 LINES, VICTOR VALLEY COL, VICTORVILLE

Cover Specifications	Insert Specifications
Size: <input type="checkbox"/> 5 x 7 <input type="checkbox"/> 6 x 8 <input type="checkbox"/> 7 x 9 <input type="checkbox"/> 8 x 10 <input type="checkbox"/> 8 1/2 x 11 <input type="checkbox"/> 9 x 12 <input type="checkbox"/> Other _____ Material: Color _____ <input type="checkbox"/> Smooth (Padded) <input type="checkbox"/> Morocco (Padded) <input type="checkbox"/> Leehyde (Unpadded) <input type="checkbox"/> Other _____ Fold: <input type="checkbox"/> Top <input type="checkbox"/> End Open <input type="checkbox"/> Vertical Lining: Color _____ <input type="checkbox"/> Moire <input type="checkbox"/> Satin <input type="checkbox"/> Paper Pockets: Color _____ <input type="checkbox"/> 4 <input type="checkbox"/> 8 <input type="checkbox"/> Alternating Ribbons <input type="checkbox"/> Diagonal Ribbons Etching: <input type="checkbox"/> Yes <input type="checkbox"/> No Stamping: <input type="checkbox"/> Gold Foil <input type="checkbox"/> Silver Foil <input type="checkbox"/> Blind Emboss <input type="checkbox"/> Other _____ <input type="checkbox"/> Design on Cover <input type="checkbox"/> Metalay Seal <input type="checkbox"/> Roman Double Bars <input type="checkbox"/> Individual Student Names Stamped Celluloid over insert: <input type="checkbox"/> Yes <input type="checkbox"/> No Misc. Cover Information:	Size: <input type="checkbox"/> 5 x 7 <input type="checkbox"/> 6 x 8 <input checked="" type="checkbox"/> 7 x 9 <input type="checkbox"/> 8 x 10 <input type="checkbox"/> 8 1/2 x 11 <input type="checkbox"/> 9 x 12 <input type="checkbox"/> Other _____ Paper Stock: <input checked="" type="checkbox"/> Keiths <input type="checkbox"/> Parsons <input type="checkbox"/> Olympic <input type="checkbox"/> Other _____ Text Process: <input checked="" type="checkbox"/> Tru-text <input type="checkbox"/> Engraved <input type="checkbox"/> Flat Print Seal 1: Color <u>gold</u> <input checked="" type="checkbox"/> Engraved <input type="checkbox"/> Foil <input type="checkbox"/> Tru-text Background _____ Color <u>maroon</u> <input type="checkbox"/> Engraved <input checked="" type="checkbox"/> Foil <input type="checkbox"/> Tru-text Seal 2: Color _____ <input type="checkbox"/> Engraved <input type="checkbox"/> Foil <input type="checkbox"/> Tru-text Background _____ Color _____ <input type="checkbox"/> Engraved <input type="checkbox"/> Foil <input type="checkbox"/> Tru-text Seal 3: Color _____ <input type="checkbox"/> Engraved <input type="checkbox"/> Foil <input type="checkbox"/> Tru-text Background _____ Color _____ <input type="checkbox"/> Engraved <input type="checkbox"/> Foil <input type="checkbox"/> Tru-text Facsimile Signatures: <input type="checkbox"/> Yes <input type="checkbox"/> No Course or degree change: <input type="checkbox"/> Yes <input type="checkbox"/> No No Engraving: <input type="checkbox"/> Yes <input type="checkbox"/> No Misc. Insert Information: IN28618A <div style="text-align: center; font-size: 1.2em; font-family: cursive;">See attached</div>

The undersigned purchaser hereby agrees to pay for diplomas described as they are used. However, it is specifically agreed that the entire number of diplomas of the style specified in the contract shall be used and paid for within successive years from the date of this contract, and that no other diplomas will be used during the life of the contract. The title and ownership of all merchandise shipped open account is to remain with Herff Jones, Inc. until full purchase price has been paid by the purchaser. It is further agreed that the above contracted merchandise is subject to price fluctuations contingent upon action of any Federal Trade Regulations, strikes, labor or war conditions beyond the control of HERFF JONES, INC.

Accepted: HERFF JONES, INC.

BY: _____ TITLE: _____ PURCHASER: _____

SALES REPRESENTATIVE: *Cora Peth/Honda Hanson* NO: *317* BY: _____ TITLE: _____

STUDENT SERVICES

OCTOBER 10, 2006

TOPIC: AGREEMENT – NELNET

The district desires to enter into an agreement with NELNET to provide software, setup, license and support for JobX, TimesheetX, and ScholarX, web-based programs, for use in Financial Aid.

Fiscal Impact: Budgeted item. Not to exceed \$12,500.00 for first year, renewable annually per terms of agreement.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with NELNET to provide software, setup, license and support for JobX, TimesheetX, and ScholarX. The programs are entirely web-based, and will facilitate the student employment and scholarship programs.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES ___ NO NOT APPLICABLE ___

I recommend the Board of Trustees approve this item

William J. Furr
Vice President, Student Services

Date 18 Sept 06

I recommend the Board of Trustees approve this item

Louis E. Zeller
Interim Superintendent/President

Date 9/18/06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

Nelnet, Inc.
Software License Agreement

Preamble

BY ACCEPTING THIS LICENSE AGREEMENT YOU ALSO REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ACCEPT THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT ON BEHALF OF YOUR EMPLOYER. THIS AGREEMENT IS ENTERED INTO BY NELNET, INC. ("NELNET") AND VICTOR VALLEY COLLEGE AS END USER OF THE SOFTWARE PRODUCT ("END USER").

Recitals

- A. NELNET develops hosted computer software products, including without limitation financial aid software;
- B. END USER is a member of an institution of higher education; and
- C. END USER desires that NELNET license its Software Product and host the software at a facility selected by NELNET, and NELNET desires to license the software and provide such hosting services, on the terms and conditions contained herein.

1. The Software Product

The subject of this license is JobX software and any related updates, provided to END USER, including an Internet IP address to access to the software and, where applicable, associated media, printed materials and online or electronic documentation ("Software Product").

2. License Grant

END USER is hereby granted, upon the following terms and conditions including payment of any applicable license fee, a non-exclusive, non-transferable license, for end-use purposes only, in the ordinary course of END USER'S business to do the following:

- (a) **Manage job postings.**
- (b) **Process hiring.**
- (c) **Run reports and track site statistics.**
- (d) **Control access to the site via security settings and configuration.**
- (e) **Integrate the site with campus systems to verify students' work eligibility.**

3. License Restrictions

The Software Product which is the subject of this agreement is licensed to END USER, not sold.

END USER may not use or copy the Software Product, in whole or in part, except as expressly provided for in this license. END USER may not modify, translate, reverse engineer, decompile, disassemble or create derivative works of the Software Product or otherwise attempt to (a) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software Product including, without limitation, any such mechanism used to restrict or control the functionality of the Software Product or (b) derive the source code or the underlying ideas, algorithms, structure or organization form of the Software Product.

4. Ownership

The Software Product is **protected by copyright**. All right, title and interest in and to the Software Product (including associated intellectual property rights) are and will remain vested in NELNET or NELNET's affiliated companies or licensors. These rights are protected by national and other laws and international treaties. END USER acknowledges that no rights, license or interest to any NELNET trademarks are granted hereunder.

5. Term of License

This license shall be in effect from the time END USER first logs into the Software Product, thereby accepting the terms and conditions contained herein, or otherwise expressly accepts the terms and conditions of this license, and shall remain in effect for a **term as defined by the payment plan ("Payment Plan")**. NELNET and END USER reserve the right to terminate this Agreement at any time upon sixty (60) days written notice to the other party. Early termination by NELNET will result in the refund of prorated license fees. Termination of this Agreement constitutes termination of the license granted herein. This Agreement will otherwise terminate upon the conditions set forth in this Agreement or if END USER fails to comply with any term or condition of this Agreement including failure to pay any applicable license fee.

6. Payment Plan

The following Payment Plan table summarizes the JobX license fee schedule:

Year 1: 7/1/2006 – 6/30/2007	\$3,500: license, support, hosting, maintenance fee, and set-up
Year 2 option: 7/1/2007 – 6/30/2008	\$3,500: license, support, hosting, and maintenance fee
Year 3 option: 7/1/2008 – 6/30/2009	\$3,500: license, support, hosting, and maintenance fee
Year 4 and beyond option	Price to be negotiated at future date
Custom development work	\$150/hour upon mutual agreement
Custom graphics and content work post launch	\$100/hour upon mutual agreement
Database size	Under 50 MB: \$0, for each additional 50 MB: \$50/mo not pro rated
Data transfer	Under 7 GB/mo: \$0, for each additional GB: \$50/mo not prorated
Sponsored version	For schools participating in the sponsorship rebate, NELNET retains the right to include a sponsorship logo and a hyperlink to opt-in communication from NELNET on the public side of END USER's site.

7. Confidentiality

NELNET acknowledges that END USER may supply material and information to be considered END USER'S confidential and proprietary information (the "Confidential Information"). END USER is obligated to note - in writing - information that should be considered Confidential Information. By way of illustration, but not as a limitation, Confidential Information may include student, financial aid, scholarship, or donor data. The term "Confidential Information" shall not encompass and there shall be no obligation of confidentiality as to any information which is already available to the public or becomes available to the public through no fault of the recipient or its agents, employees or representatives. NELNET agrees to release Confidential Information only to NELNET'S employees or contractors with a need to know such information and not to release or disclose it to any other party.

8. Maintenance and Support

In performing Software Product maintenance and support, NELNET warrants that: (i) NELNET employees assigned to perform the maintenance services shall have the proper degree of skill, training and background so as to perform the maintenance services in a competent and professional manner; (ii) it shall require all of its employees performing the maintenance services and having access to END USER'S Software Product to agree to abide by any confidentiality obligations imposed herein; (iii) NELNET shall perform the maintenance services in a good and workmanlike manner, consistent with industry standards. **Hours.** Support is available during NELNET'S normal business hours (9:00 AM to 8:00 PM ET, Monday through Friday), via

telephone, fax, email and Internet. Emergency contact information is available to provide 24 x 7 coverage. **Product Updates.** So long as END USER is current in its Payment Plan, NELNET shall deliver to END USER each update, upgrade, patch and release upon general release. NELNET shall deliver to END USER all error corrections as soon as possible after such error corrections are created and validated.

9. Limitation of Liability

THE SOFTWARE PRODUCT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITATION, TO THE FULLEST EXTENT ALLOWABLE BY LAW, END USER ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE PRODUCT. THIS EXCLUSION OF ALL WARRANTIES OR CONDITIONS EXTENDS WITHOUT LIMITATION TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE SOFTWARE PRODUCT MAY BE SUBSTANTIALLY MODIFIED IN FURTHER DEVELOPMENT. NELNET DOES NOT WARRANT THAT THE SOFTWARE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED.

IN NO EVENT SHALL NELNET BE LIABLE UNDER ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS, LOST BUSINESS REVENUE, OTHER ECONOMIC LOSS OR ANY LOSS OF RECORDED DATA, EVEN IF NELNET HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT.

10. General Provisions

The limitations of liability and ownership rights of NELNET contained herein and END USER'S obligations following termination of this Agreement shall survive the termination of this Agreement for any reason.

END USER may not sublicense, assign, share, pledge, rent or transfer any of its rights under this Agreement in relation to the Software Product or any portion thereof including documentation.

No amendments or modifications may be made to this Agreement except in writing signed by both parties.

If one or more provisions of this Agreement are found to be invalid or unenforceable, this Agreement shall not be rendered inoperative but the remaining provisions shall continue in full force and effect.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and merges all prior communications relating to the Software.

School

Louis E. Zellers

Signature/Title

Date

Nelnet, Inc.
Software License Agreement

Preamble

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Recitals

- A. NELNET develops hosted computer software products, including without limitation financial aid software;
- B. END USER is a member of an institution of higher education; and
- C. END USER desires that NELNET license its Software Product and host the software at a facility selected by NELNET, and NELNET desires to license the software and provide such hosting services, on the terms and conditions contained herein.

1. The Software Product

The subject of this license is TimesheetX software and any related updates, provided to END USER, including an Internet IP address to access to the software and, where applicable, associated media, printed materials and online or electronic documentation ("Software Product").

2. License Grant

END USER is hereby granted, upon the following terms and conditions including payment of any applicable license fee, a non-exclusive, non-transferable license, for end-use purposes only, in the ordinary course of END USER'S business to do the following:

- (a) **Manage part time worker time sheets.**
- (b) **Collect supervisor time sheet approval.**
- (c) **Auto generate warnings and reports based on time sheet activity.**
- (d) **Control access to the site via security settings and configuration.**
- (e) **Integrate the site with campus systems to verify students' identity and securely export time sheet data.**

3. License Restrictions

The Software Product which is the subject of this agreement is licensed to END USER, not sold.

END USER may not use or copy the Software Product, in whole or in part, except as expressly provided for in this license. END USER may not modify, translate, reverse engineer, decompile, disassemble or create derivative works of the Software Product or otherwise attempt to (a) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software Product including, without limitation, any such mechanism used to restrict or control the functionality of the Software Product or (b) derive the source code or the underlying ideas, algorithms, structure or organization form of the Software Product.

4. Ownership

The Software Product is **protected by copyright**. All right, title and interest in and to the Software Product (including associated intellectual property rights) are and will remain vested in NELNET or NELNET's affiliated companies or licensors. These rights are protected by national and other laws and international treaties. END USER acknowledges that no rights, license or

interest to any NELNET trademarks are granted hereunder.

5. Term of License

This license shall be in effect from the time END USER first logs into the Software Product, thereby accepting the terms and conditions contained herein, or otherwise expressly accepts the terms and conditions of this license, and shall remain in effect for a **term as defined by the payment plan ("Payment Plan")**. NELNET and END USER reserve the right to terminate this Agreement at any time upon sixty (60) days written notice to the other party. Early termination by NELNET will result in the refund of prorated license fees. Termination of this Agreement constitutes termination of the license granted herein. This Agreement will otherwise terminate upon the conditions set forth in this Agreement or if END USER fails to comply with any term or condition of this Agreement including failure to pay any applicable license fee.

6. Payment Plan

The following Payment Plan table summarizes the TimesheetX license fee schedule:

Year 1: 7/1/2006 – 6/30/2007	\$5,500: license, support, hosting, maintenance fee, and set-up
Year 2 option: 7/1/2007 – 6/30/2008	\$5,500: license, support, hosting, and maintenance fee
Year 3 option: 7/1/2008 – 6/30/2009	\$5,500: license, support, hosting, and maintenance fee
Year 4 and beyond option	Price to be negotiated at future date
Custom development work	\$150/hour upon mutual agreement
Custom graphics and content work post launch	\$100/hour upon mutual agreement
Database size	Under 50 MB: \$0, for each additional 50 MB: \$50/mo not pro rated
Data transfer	Under 7 GB/mo: \$0, for each additional GB: \$50/mo not prorated
Sponsored version	For schools participating in the sponsorship rebate, NELNET retains the right to include a sponsorship logo and a hyperlink to opt-in communication from NELNET on the public side of END USER's site.

7. Confidentiality

NELNET acknowledges that END USER may supply material and information to be considered END USER'S confidential and proprietary information (the "Confidential Information"). END USER is obligated to note - in writing - information that should be considered Confidential Information. By way of illustration, but not as a limitation, Confidential Information may include student, financial aid, scholarship, or donor data. The term "Confidential Information" shall not encompass and there shall be no obligation of confidentiality as to any information which is already available to the public or becomes available to the public through no fault of the recipient or its agents, employees or representatives. NELNET agrees to release Confidential Information only to NELNET'S employees or contractors with a need to know such information and not to release or disclose it to any other party.

8. Maintenance and Support

In performing Software Product maintenance and support, NELNET warrants that: (i) NELNET employees assigned to perform the maintenance services shall have the proper degree of skill, training and background so as to perform the maintenance services in a competent and professional manner; (ii) it shall require all of its employees performing the maintenance services and having access to END USER'S Software Product to agree to abide by any confidentiality

obligations imposed herein; (iii) NELNET shall perform the maintenance services in a good and workmanlike manner, consistent with industry standards. **Hours.** Support is available during NELNET'S normal business hours (9:00 AM to 8:00 PM ET, Monday through Friday), via telephone, fax, email and Internet. Emergency contact information is available to provide 24 x 7 coverage. **Product Updates.** So long as END USER is current in its Payment Plan, NELNET shall deliver to END USER each update, upgrade, patch and release upon general release. NELNET shall deliver to END USER all error corrections as soon as possible after such error corrections are created and validated.

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IN NO EVENT SHALL NELNET BE LIABLE UNDER ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS, LOST BUSINESS REVENUE, OTHER ECONOMIC LOSS OR ANY LOSS OF RECORDED DATA, EVEN IF NELNET HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT.

10. General Provisions

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School

Louis E. Zellers

Signature/Title

Date

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1. The Software Product

The subject of this license is ScholarX software and any related updates, provided to END USER, including an Internet IP address to access to the software and, where applicable, associated media, printed materials and online or electronic documentation ("Software Product").

2. License Grant

END USER is hereby granted, upon the following terms and conditions including payment of any applicable license fee, a non-exclusive, non-transferable license, for end-use purposes only, in the ordinary course of END USER'S business to do the following:

- (a) use the software to manage a database of scholarships.
- (b) use the software to manage scholarship applications.
- (c) use the software to manage and track scholarship fund distribution.

3. License Restrictions

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terms and conditions of this license, and shall remain in effect for a **term as defined by the payment plan ("Payment Plan")**. NELNET and END USER reserve the right to terminate this Agreement at any time upon sixty (60) days written notice to the other party. Early termination by NELNET will result in the refund of prorated license fees. Termination of this Agreement constitutes termination of the license granted herein. This Agreement will otherwise terminate upon the conditions set forth in this Agreement or if END USER fails to comply with any term or condition of this Agreement including failure to pay any applicable license fee.

6. Payment Plan

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Year 1: 7/1/2006 – 6/30/2007	\$3,500: license, support, hosting, maintenance fee, and set-up
Year 2 option: 7/1/2007 – 6/30/2008	\$3,500: license, support, hosting, and maintenance fee
Year 3 option: 7/1/2008 – 6/30/2009	\$3,500: license, support, hosting, and maintenance fee
Year 4 and beyond option	Price to be negotiated at future date
Custom development work	\$150/hour upon mutual agreement
Custom graphics work	\$0
Database size	Under 50 MB: \$0, for each additional 50 MB: \$50/mo not pro rated
Data transfer	Under 7 GB/mo: \$0, for each additional GB: \$50/mo not prorated
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This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and merges all prior communications relating to the Software.

School

Louis E. Zellers
Signature/Title

Date

SUPERINTENDENT/PRESIDENT

OCTOBER 10, 2006

TOPIC: AGREEMENT FOR PERSONAL SERVICES – KATHERINE BISSELL

The district wishes to enter into an agreement with Katherine Bissell for personal services to perform independent writing assignments for various college publications as needed by the Director of Public Information. Services shall begin on October 11, 2006 and will be completed on or before December 31, 2006.

Fiscal Impact: \$2,500.00 – from Director of Public Information contract budget.

RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NO X NOT APPLICABLE___

I recommend the Board of Trustees approve this item

Louise E. Zellers
Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes___ Noes___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
18422 Bear Valley Road, Victorville, CA 92392-5849 ● (619) 245-4271
AGREEMENT FOR PERSONAL SERVICES

THIS AGREEMENT is hereby entered into by the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, and;

Katherine C. Bissell
CONSULTANT SOCIAL SECURITY NUMBER _____
MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

hereinafter referred to as CONSULTANT.

CONSULTANT agrees to provide to DISTRICT the services enumerated in Section F of this agreement under the following terms and conditions:

A. Services shall begin on October 11, 2006 and shall be completed on or before December 31, 2006.

B. CONSULTANT understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits to which employees are normally entitled, including State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment, and Income Taxes with respect to CONSULTANT'S employees.

C. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement.

D. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.

E. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANT'S negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANT'S employees or agents.
DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.

F. Services to be rendered to the DISTRICT by the CONSULTANT are as follows:

Independent writing assignments for various publications, including but not limited to brochures, news articles, pamphlets, etc.

G. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

H. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State Municipal, and District laws, rules, and regulations that are now, or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

I. Progress payments will be made by the DISTRICT to the CONSULTANT as follows (Check one box only):

- Total contract amount to be paid by _____ Date _____
- \$ _____ to be paid monthly as progress payments, beginning _____ Date _____
- Payment (s) as requested, by timesheet or personal invoices.

J. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

FOR THE DISTRICT:	FOR THE CONSULTANT:
_____	_____
Requesting Department Authorization	Signature
_____	_____
Name Authorized Agent	Date
_____	_____
Date	Account #
_____	_____

44

INSTRUCTION

OCTOBER 10, 2006

TOPIC: AMENDED AGREEMENT – CHILD DEVELOPMENT SERVICES CCTR-5314

The district desires to enter an amended agreement (Amendment 02), the funding terms and conditions, (FT&C) with the California Department of Education, dated July 1, 2005 designated as number CCTF-5314 Amendment for Child Development Services for FY 2005-2006.

Fiscal Impact: None

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amended agreement (Amendment 02) with the California Department of Education for Child Development Services for FY 2005-2006, contract number CCTR-5314. The amended changes are underlined and read as follows:

Admission Policies and Procedures, letter B:


Contractors shall not deny service to nor assign a lower priority to a family that needs less than full-time services. Contractors shall participate in and use the county centralized eligibility list in accordance with admission priorities. Contractors shall contact applicants in order of priority from the centralized eligibility list as vacancies occur.

Campus Child Care: A campus contractor, operating pursuant to Education Code Section 66060, may utilize a waiting list developed at its local site to fill vacancies for its specific population according to the admission priorities. The campus contractor shall submit eligibility list information to the centralized eligibility list administrator for any parent seeking subsidized child care for whom the program is not able to provide child care and development services.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES **NO** **NOT APPLICABLE**

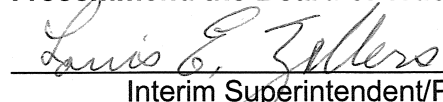
I recommend the Board of Trustees approve this item



Deputy Superintendent/Executive
Vice President, Instruction

Date 9-15-06

I recommend the Board of Trustees approve this item



Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 05 - 06

Amendment 02

DATE: July 01, 2005

CONTRACT NUMBER: CCTR-5314

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 36-6792-00-5

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

FT&C Change Only

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2005 designated as number CCTR-5314, Amendment #01 (INFLATION) shall be amended in the following particulars but no others:

The 2005/06 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2005/06 amended FT&C Language which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$670,532.00 (no change).

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sharon Taylor		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager-Contracts CD+NS Fiscal Svcs		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 670,532	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 670,532	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

46

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-5314

Amendment 02

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 164,216	(OPTIONAL USE)0656 13609-6792	FC# 93.596	PC# 000322	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 164,216	ITEM 30.10.020.001 6100-196-0890	CHAPTER 038	STATUTE 2005	FISCAL YEAR 2005-2006
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 506,316	(OPTIONAL USE)0656 23254-6792			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 506,316	ITEM 30.10.020.001 6100-196-0001	CHAPTER 038	STATUTE 2005	FISCAL YEAR 2005-2006
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6060 Rev-8530			

47

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

**CHILD CARE AND DEVELOPMENT
2005/2006 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)**

These changes should be added to the FT&C for the following contract types: (CCTR)

Amend the following definitions to Section I, "Definitions" (p.1):

"Desired Results Developmental Profile" is a document issued by the department to record the information in the development profile defined above below.

Amend Section III.B., "Program Requirements, Admission Policies and Procedures" as follows (p.46):

III. ADMISSION POLICIES AND PROCEDURES

B. Admission Priorities, Waiting List and Displacement

First Priority: Families whose children are receiving child protective services or families whose children are at risk of being neglected, abused, or exploited shall be admitted first. Within this priority, children receiving protective services through the local county welfare department shall be admitted first.

Second Priority: All children and families who are not within the first priority for admission shall be admitted in accordance with family income, with the lowest per capita income admitted first. For purposes of determining the order of admission, public assistance grants are counted as income. When two (2) or more families have the same income the family that has a child with exceptional needs shall be admitted first. If there is no family of the same priority with a child with exceptional needs, the same priority family that has been on the waiting list the longest shall be admitted first.

When not all of the children in a family are certified based on child protective services, the other children or the parents in the family must meet both eligibility and need criteria as specified in Sections I.B and I.C above prior to enrollment and shall be admitted in accordance with priorities specified above.

Except for situations where not all of the children in a family are certified based on child protective services, a family that has a child or children enrolled in a program shall be allowed to enroll additional children provided there exists an appropriate program opening such as infant care or services to school age care children in which to enroll the child.

Contractors shall not deny service to nor assign a lower priority to a family that needs less than full-time services.

Contractors shall ~~maintain a current waiting list~~ participate in and use the county centralized eligibility list in accordance with admission priorities. Contractors shall contact applicants in order of priority from the centralized eligibility waiting-list as vacancies occur. If it is necessary to displace families, families shall be displaced in reverse order of admission priorities.

Campus Child Care: A campus contractor, operating pursuant to Education Code Section 66060, may utilize a waiting list developed at its local site to fill vacancies for its specific population according to the admission priorities. The campus contractor shall submit eligibility list information to the centralized eligibility list administrator for any parent seeking subsidized child care for whom the program is not able to provide child care and development services. Children of students attending the school at which the program is located shall be admitted first, in the order specified above.

Housing and Community Development Child Care and Development Programs: If the face sheet of this agreement specifies an amount for Housing and Community Development, expanded services shall be provided in accordance with the following priorities.

First priority for subsidized services shall be given to residents with children occupying assisted units (as defined in California *Code of Regulations, Title 25*, Housing and Community Development, Section 8111 and identified in the Family Housing Demonstration Program Regulatory Agreement) within the housing development who meet eligibility and need requirements specified in Sections I.A., I.B. and I.C. above. Within this priority, the families with the lowest per capita income shall be admitted first. If more than one family meets this criterion, the family that has a child with exceptional needs shall be admitted first. If none of the families has a child with exceptional needs, the family that has been on the waiting list for the longest time shall be admitted first.

Second priority for subsidized services will be given to other residents of the housing development not residing in assisted units who need child care and meet the need and eligibility requirements specified in Sections I.A., I. B., and I.C. above. Within the second priority, families with the lowest per capita income shall be admitted first.

Third priority for subsidized services will be given to families residing outside of the housing development. Within this priority, the families with the lowest per capita income shall be admitted first.

Families whose children are receiving child protective services or families whose children are at risk of being neglected, abused, or exploited do not have priority in Housing and Community Development child care and development programs.

In accordance with *Education Code* Section 8263(b)(3), the CDE may grant a waiver to the priorities specified above in order for the contractor to serve specific populations. Requests may not include waiver of the fee schedule or admission of ineligible families. Waiver requests shall be submitted to the CDD and approved prior to implementation.

If it is necessary to displace families, families shall be displaced in reverse order of admission priorities.

INSTRUCTION

OCTOBER 10, 2006

TOPIC: AGREEMENT – CALIFORNIA COMMUNITY COLLEGES CHANCELLOR’S OFFICE

The district desires to accept the agreement with California Community Colleges Chancellor’s Office to provide grant administration for the Economic and Workforce Development, Enrollment Growth for Associate Degree Nursing (RN) Programs for the period of FY 2006-2008.

Fiscal Impact: Income to the District. Grant funds awarded total \$114,284.00 for a two (2) year performance period.

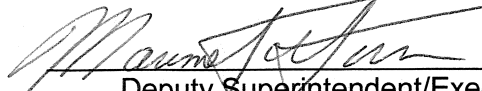
RECOMMENDATION:

It is recommended that the Board of Trustees accept the Economic and Workforce Development Enrollment Growth for Associate Degree Nursing (RN) Programs Grant 06-116-067.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ **NO** ^X ___ **NOT APPLICABLE** ___

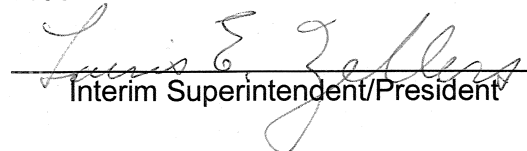
I recommend the Board of Trustees approve this item



Deputy Superintendent/Executive
Vice President, Instruction

Date 9-15-06

I recommend the Board of Trustees approve this item



Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

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

RECEIVED
SEP 07 2006

Chancellor's Office
California Community Colleges

COPY

District: Victor Valley
College: Victor Valley College
RFA Specification Number: 06-0116-

Grant Agreement

TO BE COMPLETED BY COCCC

**Economic and Workforce Development
Enrollment Growth for Associate Degree
Nursing (RN) Programs**

Program Years: 2006-07 and 2007-08
Maximum Years for which funding is available: Two
Grant Agreement No.: 06-116-067 Date: _____
Amount to be Encumbered FY 2006-07: \$ 57,142
Amount to be Encumbered FY 2007-08: \$ 57,142
Total Amount to be Encumbered: \$114,284

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 Specifications; this Grant Agreement face sheet, the Grantee's application, with all required forms; and the Grant Agreement Legal Terms and Conditions, (Articles I, Rev. 1/04 and II, Rev. 1/04), 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, 2006 to and including August 31, 2008. The performance period for FY 2006-07 shall be from July 1, 2006 to June 30, 2007. The performance period for FY 2007-08 shall be from July 1, 2007 to June 30, 2008. The submission date for final reports will be August 31, 2007 for FY 2006-07, and August 31, 2008 for FY 2007-08 funds.

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	Project Director		
6870-101-0001	(15)	2006	2006-07	Dr. Patricia Green		
6870-101-0001		2007	2007-08	Grant Funds Requested		
Object of Expenditure (Code and Title)				FY 2006-07	\$ 57,142	
0235-751-23505 (FY 2006-07: 57,142 ; FY: 2007-08 57,142)				FY 2007-08	\$ 57,142	
Signature, Accounting Officer (or authorized Designee)				Total Grant Funds	\$ 114,284	
<i>Sandy Spain</i>				Matching Funds		
Project Monitor				None required		
<i>Donna Stearns</i>				Signature, Chief Executive Officer (or authorized Designee)		
Agency				<i>P. Spencer</i> 6/14/06 Date		
Chancellor's Office California Community Colleges 1102 Q Street Sacramento, California 95814-8511				Printed Name of Person Signing		
Signature, Executive Vice Chancellor (or authorized Designee)				Dr. Patricia A. Spencer		
<i>Steve Bruckman</i> 7/3/06				Title: Superintendent/President		
Printed Name of Person Signing						
<i>Steve Bruckman</i>						

Chancellor's Office
California Community Colleges

District: Victor Valley
College: Victor Valley College
RFA Specification Number: 06-0116

CONTACT PAGE

Funding Source(s): Economic & Workforce Development Division
RFA Specification Title: Enrollment Growth for Associate Degree in Nursing
College: Victor Valley College
Address: 18422 Bear Valley Road
City: Victorville State: CA Zip+4: 92395-5850

District Superintendent/Chief Executive Officer (or authorized Designee)

Name: Patricia A. Spencer, Ph.D. Title: Superintendent/President *Patricia A. Spencer*
Phone: (760)245-4271 x2543 Date: March 28, 2006
Fax: (760) 245-9744 E-Mail Address: spencerp@vvc.edu

College President/Chief Executive Officer (or authorized Designee)

Name: Patricia A. Spencer, Ph.D. Title: Superintendent/President *Patricia A. Spencer*
Phone: (760)245-4271x2543 Date: March 28, 2006
Fax: (760)245-9744 E-Mail Address: spencerp@vvc.edu

Responsible Administrator (Appropriate Program Area)

Name: Patricia Green Title: Director of Nursing *Patricia E. Green*
Phone: (760)245-4271 x2412 Date: March 28, 2006 3/28/2006
Fax: (760)951-5861 E-Mail Address: greenp@vvc.edu

Project Director

Name: Patricia Green Title: Director of Nursing *Patricia E. Green*
Phone: (760)245-4271 x2412 Date: March 28, 2006 3/28/2006
Fax: (760)951-5861 E-Mail Address: greenp@vvc.edu

District Business Officer

Name: Bruce Baron Title: Vice President, Administrative Services
Phone: (760)245-4271 x2464 Date: March 28, 2006
Fax: (760)245-9744 E-Mail Address: baronb@vvc.edu

Chancellor's Office
California Community Colleges

RFA Specification No.: 06-0116
District: Victor Valley
College: Victor Valley College

APPLICATION ABSTRACT

Project Title: Enrollment Growth for Associate Degree in Nursing – RN Program

Project Director: Patricia Green

Organization:

Address: 18422 Bear Valley Road

City: Victorville

State: CA **Zip + 4:** 92395-5850

Phone: (760) 245-4271 x 2412 **Fax:** (760) 951-5861

E-mail: greenp@vvc.edu

(Summarize in approximately 250 words or less; limit one page.)

The Enrollment Growth for Associate Degree in Nursing will afford the college the opportunity to enroll ten- (10) additional nursing students into the Associate Degree In Nursing – RN program. Students will be selected from the current waiting list of pre-qualified students who have met all prerequisite coursework necessary to gain admission.

The program functionality and curriculum will be interspersed with the traditional Registered Nursing Program during the Weekend/Evening College cycle. Beginning in the fall semester, classes will be held in the evenings with clinical rotation on weekends. These ten (10) students will have access to the skills lab and will be assisted by the skills lab coordinator for tutoring and NCLEX-exam preparation.

Two (2) part-time equivalent instructors and one part-time office assistant will be afforded as a result of this funding opportunity.

Victor Valley Community College
Enrollment Growth for Nursing Proposal

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I. Need Statement

Victor Valley College (VVC) is the only higher-learning institution offering an Associate Degree in Nursing (ADN) program within a 60-mile radius, producing Registered Nurses (RN) at a rate of 70 graduates annually, two-thirds of which are employed at one of the four (4) local hospitals in the Victor Valley community. The remaining graduates will be offered positions with other employers outside the Victor Valley service area. Even at this production rate, the Victor Valley healthcare community is still demanding twice this number each year to keep pace with state mandates, job growth trends, and the addition of new hospital facilities which are being constructed in order to accommodate the steady migration of residents into the community.

Enrollment capacity constraints have plagued many of the community colleges nursing programs as recognized in AB 655 wherein these programs contend with a) increased competition for clinical placement, b) attrition rate, and c) expensive equipment cost. In response to these concerns, VVC submits that:

- There is an increased competition for clinical placement of students in health care facilities, particularly in the specialty areas of pediatric, obstetric, and psychiatric nursing. Therefore, placement of students in health care facilities in the Inland Empire is required.
- Victor Valley College does not have a 25% attrition rate. Its current rate is 11%.
- Due to the state equipment budget, no additional funds were allocated for the 2005-2006 academic year. Funding was obtained from the Dr. Prem Reddy donation (2003-2008), a one million dollar commitment to help the nursing program.

Unfortunately, operating at its optimum capacity, the ADN Program is impacted and unable to expand enrollment to meet the program demands due to **inadequate lecture and classroom space, and a shortage of faculty**. Under the current nursing program budget structure, expanding enrollment to the ADN program is not possible, and in order to supply the demand, funding must be sought from every opportunity available. Hence, funding from this opportunity will help increase the enrollment capacity of the ADN Program by providing the financial support necessary to add two (2) part-time equivalent instructors, and one (1) part-time clerical assistant to adequately instruct and assist ten- (10) additional nursing students over a two-year program performance period.

Enrollment At Capacity

With dedication for at least two (2) years, aspiring nursing students have all met prerequisite coursework and have maintained the grade point average required for admission into the ADN Program only to find that immediate admission is not possible. Adding yet another two years to their delay of entering the nursing program and thus the workforce due to enrollment constraints. VVC must reduce the waiting period by implementing strategies that will increase enrollment capacity. The ADN Program annual current enrollment is at its maximum of 160 students.

Currently, the RN program has a two (2) year waiting list of over 160 students awaiting entry into the program. Unfortunately, while the number of students applying to the nursing program continues to increase at approximately 80 per year, the enrollment capacity of the program maintains. Without additional classrooms, skills lab and instructors, enrolling additional students is futile.

Future enrollment growth plans propose a Weekend/Evening College concept that seeks to maximize all available resources of the ADN Program such as weekend and evening space utilization. The Weekend/Evening College concept offers the local healthcare partners the opportunity to provide student scholarships. Such scholarships will result in employment opportunities for nursing students who complete the RN program. This program strategy has the potential of producing an additional 20-30 nursing students into the workforce per year.

VVC and VVC Foundation remains poised to continue to pursue resources with agencies such as the Workforce Investment Initiatives, private and governmental funding opportunities help augment the cost necessary to expand the enrollment of the RN Program.

Facility Constraints

In 1981, the Allied Health building was constructed to accommodate the same number of students and programs as we currently have today. Infrastructure changes to the nursing department, since this time, have been minor and certainly not at the rate of technology advancements and student growth. In evaluating all available options to help alleviate the facility constraints, discussions to implement bond measures and other major financial acquisitions have been considered; however, these solutions are all long-term strategies. Short-term, VVC and the local healthcare community must work in concert to identify and implement innovative solutions that foster opportunities for increasing infrastructure capacity, but much more is still needed.

In recent years, the nursing department has received numerous contributions to support expansion plans of our current skills and computer labs. Grant funds have frequently allowed the College to develop initiatives and facilitate modest and temporary solutions to combat the capacity constraints. Such solutions include strategic alliances with St. Mary's Medical Center and Desert Valley Hospital, clinical site partners. The financial consequence to the nursing budget does not allow for additional expenditures to expand, and it must therefore be subsidized by grant funds and/or other private donations. Funds have also been allocated from the Dr. Prem Reddy donation to help subsidize the cost of expanding one classroom, which will create a larger multipurpose skills lab. Additionally, funds have been awarded from the Chancellor's Office under the Capacity Building Grant opportunity to help augment the cost for such construction.

Faculty Requirements

According to the California BRN Education Licensing Branch, the Associate Degree in Nursing (ADN) Program offered at Victor Valley College must function with a minimum of eight full time qualified nursing faculty in four academic semesters. Based on the BRN and hospital clinical regulation of 10:1 student to faculty ratio, this allows the program to maintain an

enrollment of 40 students per semester ($40 \times 4 = 160$ current program enrollment as of 2006). In order to facilitate future enrollment strategies, funding must be ascertained from outside sources to satisfy the cost of instructors. Without the nursing program's ability to hire the equivalent number of instructors to meet the proposed increased enrollment, the ADN Program merely sustains thusly, limiting future expansion goals.

II. Response to Need

In response to the need that has been identified in this proposal as **inadequate skills lab and classroom space necessary to increase enrollment, and a shortage of faculty**, the VVC ADN Program will utilize these proposed funds to address these precise issues of enrollment capacity as follows:

To increase enrollment capacity in the ADN Program: With the assistance of this funding opportunity, VVC will be able to enroll a minimum of ten (10) additional students during the Weekend/Evening College ADN Program. Students will be selected from the current ADN waiting list.

The proposed Weekend/Evening College will adhere to the regularly scheduled enrollment cycles, which is consistent with the timeline necessary to achieve the number of units to complete the nursing program in two (2) years. The enrollment date parallels with VVC's regular semester. Program eligibility will take place in early June. After orientation is completed, 10 nursing students will be enrolled in the first cohort in fall 2006.

Preparation for licensure-NCLEX examinations, supportive services and placement for the 10 students will be ongoing throughout the program.

It is anticipated that the goals and objectives established for the Weekend College will be successfully achieved as projected.

To provide support services to assist nursing student successful pass the RN Program:

The Weekend College offers success strategies that are inherent to the students' ability to complete the nursing degree program and enter employment. Because of these additional learning enhancements, VVC has documented increased performance with former students who have utilized these tools. The Skills Lab has been the most successful addition to the RN program as it offers a variety of approaches in which the students can concentrate their efforts on increasing their learning capacity. The Skills Lab has proven to increase the student retention rate by at least fifty percent (50%), and NCLEX pass rate by ninety-four percent (94%).

As part of the Skills Lab components, the NCLEX Software material will be available for the nursing students to peruse and digest. With this assistance available, it is projected that at a minimum, ninety percent (90%) of the nursing students graduating with an Associate Degree in Nursing will also pass the NCLEX exam.

VVC has demonstrated experience in management of this type of program as in the past VVC has been awarded several other federally funded programs such as the Chancellor's Office California Community Colleges: Economic and Workforce Development Enrollment Growth for Associate Degree Nursing (RN) Programs I (2001 – 2003) and II (2003 – 2005).

It is necessary to hire an equivalent number of faculty to facilitate the additional course load and provide the student support necessary for this expansion. Therefore funds will be used to hire three part-time instructors. The one instructor will shoulder the responsibility of the Skills Lab Coordinator.

Administration Capacity

The Enrollment Growth for Nursing Program Expansion will be integrated within VVC's regular administrative governance from inception to completion. VVC Administration will work cohesively with all departments necessary to implement the edicts of this program. Students will be assisted by Financial Aid officers and VVC Foundation staff to identify loans, student aid and scholarships to help support the nursing program expenses. The governance and/or management of this grant will meet all federal Government Performance for Results Act (GPRA) accountability standards. The program will operate in full compliance with federal reporting regulations that currently require internal monitoring and annual reporting of progress toward objectives.

VVC has performed fiscal management services for a variety of projects and demonstrates full capabilities within its fiscal staffing to administer all fiscal reporting. Fiscal administration together with program management will maintain and report project and fiscal records sufficient to allow federal, state, and local reviewers to evaluate the project effectiveness and proper use of funds. VVC currently maintains a several million dollar budget and is accountable to the State of California, Department of Education for its performance. VVC has a staff of 7 fiscal clerks with one Director of Fiscal Services. With the appointed and requested staff included in this solicitation, VVC will be fully equipped to report, monitor and maintain the applicable financial data and program activity necessary for reporting to the Chancellor's Office.

Current Enrollment Capacity

The Board of Registered Nurses has regulated the VVC ADN Program at 40 students per semester, eight (8) full time equivalent instructors, with clinical placement at 10:1. The ADN Program has reached this capacity level and has a waiting list of over 160 students awaiting admission into the program. These capacity constraints have been consistent over the last several years. Ease is only recognized when grant funding opportunities afford additional instructors to accommodate an increased load. In year 2004-2005, the ADN Program enrolled 9 additional students with the financial assistance of the Nursing Workforce Initiative and Workforce Investment Act. Without the Chancellor's grant funding proposed herein, the nursing program will reduce to its regulated enrollment.

Collaborative Efforts

An Inland Empire Clinical Coalition has been formed to facilitate all nursing programs with clinical placement. The clinical facilities in the Inland Empire (San Bernardino, Upland, Colton) needed for specialty placement are also in agreement to have student placement on weekends. St. Bernadine's Medical Center, San Antonio Community Hospital, Arrowhead Regional Medical Center, and Kaiser Permanente currently provide student placement on weekends in addition to the weekday schedule.

Victor Valley College has collaborated with the County of San Bernardino Workforce Investment Board in several grants such as the Nurse Workforce Initiative- Regional Training

Collaborative Grant County of San Bernardino Jobs and Employment Services Department 2003 –2005, and the Orange County Workforce Investment Board LVN to RN Training Project July 2005 – December 2006.

Community partners that work with the ADN Program in providing clinical rotation sites: 1) Victor Valley Community Hospital, 2) Desert Valley Medical Center, and 3) St. Mary's Medical Center. For years, these partners have been instrumental on various projects relating to the nursing shortage crisis, and have proven to be committed partners in helping VVC create result-oriented solutions.

Additional Enrollment

A total of ten- (10) additional students will be enrolled into the ADN Program as a result of these funds during its Weekend College session. The cohort of ten (10) students will be enrolled in the Fall semester, August 2006. Students enrolled under the Enrollment Capacity Program funding will follow the same curriculum and Nursing Processes I-IV as the regular nursing program.

Student Support Services

To ensure that student learning and success remains the primary focus, VVC has and continues to provide Student Support Services to all Health Science students including those in the ADN Program. These services will of course be available to the proposed ten- (10) additional students to monitor and ensure their successful completion of the nursing program within the specified program period. Student success strategies found in the Chancellor's Office Student Success Kit will be infused without the learning strategies to ensure each student's success. The Skill Lab Coordinator will be responsible for assisting students in the skills competencies in their first two semesters. Student workers will assist other students in practicing required competencies. Students will also have access to the Allied Health/Nursing Computer Lab, which is an excellent resource for student learning. Two instructional assistants (not paid by proposed funds) are involved in providing services to nursing students.

The counselor for the nursing department will assist with pre-nursing and nursing students in completing their education plans and graduation checks. She completes the assessment of each student's transcripts prior to enrollment.

Students also have full access to the college library and Learning Resource Center. Also, the Dr. Prem Reddy Foundation Library at Desert Valley Hospital provides the students and faculty with the resources of professional journals, textbooks and updated electronic material.

Nursing Program Selection Process

After all prerequisite courses have been completed and verified, the following steps apply to the student selection process is as follows:

STEP 1 Completion of all non-nursing courses applicable to the Associate Degree in Science, Nursing Major (with the exception of Non-graduate and 30 unit option application).

- STEP 2 Completion of 24 or more units toward the Nursing Degree at the Community Colleges served by this Nursing Program (VVC and/or Barstow Community College).
- STEP 3 Two or less withdrawals/incompletes or failures of the completed prerequisite courses (Anatomy, Physiology, Microbiology)
- STEP 4 Random draw.

After Steps 2 & 3 is completed, if the total number of students accepted is under the designated allotment for the program, additional accepted students will be randomly drawn from the applications eliminated at that step until the designated allotment is reached.

Project Management Plan

The Enrollment Growth for Nursing Program is essentially a scheduling and funding solution that replicates an existing successful curriculum. The program will follow exactly the same curriculum of the traditional program established by Victor Valley College in 1979 and revised with approval of the Board of Registered Nursing in March 1999. The additional ten students served through this funding opportunity will be interspersed with the traditional students studying the same curriculum.

The curriculum involves four semesters of intense study designed to provide comprehensive training for the whole nurse. This curriculum was built on five guiding philosophies:

1. The individual is a unique being with bio-psycho-socio-cultural and spiritual needs interacting with the environment.
2. Each individual goes through stages of birth to death with different needs.
3. The role of nursing requires collection of data, written communication and complete documentation.
4. The role of nursing requires critical thinking and accuracy in calculations.
5. The role of nursing requires interpersonal communication with clients, families and health team members.

These philosophies have formed the curriculum plan at Victor Valley College to create a cohesive path of classes. The succession of these classes builds upon prior knowledge to deliver a professional well rounded in their ability to serve and be prepared for the demands of the workforce. Prior to enrollment in the Nursing curriculum, students are required to have completed Anatomy, Physiology, Microbiology, Psychology, Developmental Psychology, English Composition & Reading, College Algebra, Speech & Public Speaking, and Sociology. Once enrolled the following competencies are taught in succession:

Nursing Process 1: An introduction to the Victor Valley College Associate Degree Nursing Program and nursing profession providing an emphasis on the nursing process and fundamentals including risk management, health promotion, psychosocial aspects, electrolyte and acid-base management and the peri-operative experience clinical practice in various clinical settings and classroom laboratory.

Pharmacology and Nursing Management: This course is about the study of drug therapy to prevent, diagnose, or cure disease processes or to relieve signs and symptoms of disease. It includes content specific to the registered nursing and the utilization of the nursing process to fulfill nursing responsibilities in medication management of clients.

Nursing Process 2: The nursing process applied to family nursing and the childbearing family, the adaptations of nursing care for various stages of growth and development, and the nursing management required in common adult conditions.

Nursing Process 3: The nursing process applied to clinical care areas, psychiatric / mental health with an emphasis on the client adaptation in chronic and acute illnesses.

Nursing Process 4: The nursing process applied with a holistic view to clients with multi-system problems with an emphasis on complex and geriatric care, and the use of legal, ethical and leadership principles and the ability to function with the minimum supervision of a preceptor.

The additional instructors hired to facilitate the extra course load and the part-time clerical assistant will report to the Director of Nursing.

**ENROLLMENT GROWTH FOR ASSOCIATE DEGREE NURSING RN PROGRAMS
ANNUAL WORK PLAN**

Performance/Funding Period: 7/1/06 – 6/30/07

District: _Victor Valley

College: Victor Valley

***OBJECTIVE No. 1:** Expand current enrollment capacity of the nursing program by a minimum of 10 students by August 2006.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
<p>1.1 Determine eligibility and enroll 10 additional students above the current program capacity for Nursing Process I</p> <ul style="list-style-type: none"> ➤ Send acceptance letters to applicants determined through enrollment process ➤ Organize and conduct an orientation session ➤ Ensure 10 additional students are registered for Nursing Process 1 & Pharmacology courses ➤ Verify clinical rotation schedules with sites ➤ Implement clinical component for 10 students utilizing additional rotations 	<p>1.1 Increase the number of accepted applications to ensure an increase of 10 additional students for the Fall 2006 entering class</p>	<p>July 2006 – August 2006 <i>(Actual eligibility will take place in June)</i></p>	<p>Director of Nursing</p>


 List objectives according to numerical code (i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0).

ENROLLMENT GROWTH FOR ASSOCIATE DEGREE NURSING RN PROGRAMS

ANNUAL WORK PLAN

Performance/Funding Period: 7/1/06 – 6/30/07

District: Victor Valley College: Victor Valley

***OBJECTIVE No. 2:** Provide support services to students to increase retention and completion.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
> 2.1 Provide support services for 10 students enrolled under the Enrollment Growth Grant.	2.1 Ensure student support services are available via Skills Lab and Counseling for 10 additional nursing students enrolled under the Enrollment Growth Grant.	September 2006 – ongoing	Director of Nursing Skills Lab Coordinator

ENROLLMENT GROWTH FOR ASSOCIATE DEGREE NURSING RN PROGRAMS ANNUAL WORK PLAN

Performance/Funding Period: 7/1/06 – 6/30/07

District: _Victor Valley

College: Victor Valley

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
<p>*OBJECTIVE No. 3: Use faculty recruitment, retention and orientation strategies developed by or in collaboration with the Chancellor's Office Regional Health Occupation Resource Center and other available resources to recruit and retain faculty.</p>			
<p>3.1 Implement faculty recruitment & orientation strategies</p>	<p>3.1 One hundred percent of all recruitment and orientations activities will be infused with the RHORC strategies</p>	<p>October 2006 – ongoing</p>	<p>Director of Nursing</p>
<p>3.2 Provide professional development to faculty</p>	<p>3.2 One hundred percent of faculty will be exposed to innovative instructional strategies and will implement 75% of the new strategies into their curriculum</p>	<p>October 2006 - ongoing</p>	<p>Director of Nursing Faculty</p>

* Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3...)

ENROLLMENT GROWTH FOR ASSOCIATE DEGREE NURSING RN PROGRAMS ANNUAL WORK PLAN

Performance/Funding Period: 7/1/06 – 6/30/07

District: Victor Valley

College: Victor Valley

*** OBJECTIVE No. 4: Pilot retention strategies identified in the Chancellor's Office Student Success Kit.**

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
<p>4.1 Provide appropriate supplies and software to assist 10 additional students to be successful under the Enrollment Growth Grant.</p> <p>4.2 Establish an intake process, which assesses the incoming potential deficiencies in math and/or sciences for the 10 nursing students enrolled under the Enrollment Growth Grant.</p>	<p>4.1 One hundred percent of all new nursing students will be provided access to the Skills Lab and counseling and 90% of those 10 students will complete the first year (NP1 & NP2) of the program successfully.</p> <p>4.2 Ninety percent of the nursing students enrolled under the Enrollment Growth Grant will receive a development plan consistent with pre-identified strengths and weaknesses that will be monitored throughout the semester by testing and tutoring.</p>	<p>September 2006 – ongoing</p> <p>September 2006 – ongoing</p>	<p>Director of Nursing Skills Lab Coordinator</p> <p>Skills Lab Coordinator</p>

**ENROLLMENT GROWTH FOR ASSOCIATE DEGREE NURSING RN PROGRAMS
ANNUAL WORK PLAN**

Performance/Funding Period: 7/1/07 – 6/30/08

District: _ Victor Valley

College: Victor Valley

***OBJECTIVE No. 1: Expand current enrollment capacity of the nursing program by a minimum of 10 students by August 2007.**

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
<p>1.1 Determine continued eligibility of the previously enrolled 10 students of the Enrollment Grant can proceed into Nursing Processes III & IV</p> <ul style="list-style-type: none"> ➤ Verify clinical rotation schedules with sites ➤ Implement clinical component for 10 students utilizing additional rotations 	<p>1.1 Continued enrollment for the 10 Enrollment Grant nursing students into Nursing Processes III & IV</p>	<p>July 2007 – August 2007</p>	<p>Director of Nursing</p>

* Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3 . . .)



**ENROLLMENT GROWTH FOR ASSOCIATE DEGREE NURSING RN PROGRAMS
ANNUAL WORK PLAN**

Performance/Funding Period: 7/1/07 – 6/30/08

District: _Victor Valley

College: Victor Valley

***OBJECTIVE No. 2: Provide support services to students to increase retention and completion.**

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
<ul style="list-style-type: none"> ➤ 2.1 Provide support services for 10 program participant students enrolled under the Enrollment Growth Grant. ➤ 2.2 Provide NCLEX exam study aids to 10 nursing students enrolled under the Enrollment Growth Grant. 	<ul style="list-style-type: none"> 2.1 Ensure student support services are available via Skills Lab and Counseling for 10 additional nursing students 2.2 Ninety percent of 10 students enrolled under the Enrollment Growth Grant will pass the NCLEX exam and receive RN licensure. 	<ul style="list-style-type: none"> September 2007 – ongoing February 2008 – ongoing 	<ul style="list-style-type: none"> Director of Nursing Skills Lab Coordinator Skills Lab Coordinator Faculty

**ENROLLMENT GROWTH FOR ASSOCIATE DEGREE NURSING RN PROGRAMS
ANNUAL WORK PLAN**

Performance/Funding Period: 7/1/07 – 6/30/08

District: _Victor Valley

College: Victor Valley

***OBJECTIVE No. 3:** Use faculty recruitment, retention and orientation strategies developed by or in collaboration with the Chancellor's Office Regional Health Occupation Resource Center and other available resources to recruit and retain faculty.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
3.1 Implement faculty recruitment & orientation strategies	3.1 One hundred percent of all recruitment and orientations activities will be infused with the RHORC strategies	October 2007 – ongoing	Director of Nursing
3.2 Provide professional development to faculty	3.2 One hundred percent of faculty will be exposed to innovative instructional strategies and will implement 75% of the new strategies into their curriculum	October 2007 - ongoing	Director of Nursing Faculty

* Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3...)

**ENROLLMENT GROWTH FOR ASSOCIATE DEGREE NURSING RN PROGRAMS
ANNUAL WORK PLAN**

Performance/Funding Period: 7/1/07 – 6/30/08

District: _Victor Valley

College: Victor Valley

***OBJECTIVE No. 4: Pilot retention strategies identified in the Chancellor's Office Student Success Kit.**

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
<p>4.1 Provide appropriate supplies and software to assist 10 additional students enrolled under the Enrollment Growth Grant to be successful.</p>	<p>3.2 One hundred percent of all new nursing students enrolled under the Enrollment Growth Grant will be provided access to the Skills Lab and counseling, and 90% of those 10 students will complete the second year (NP3 & NP4) and received their Associate Degree in Nursing of the program successfully.</p>	<p>September 2007 – ongoing</p>	<p>Director of Nursing Skills Lab Coordinator</p>
<p>4.2 Establish an intake process, which assesses the incoming potential deficiencies in math and/or sciences for the 10 nursing students enrolled under the Enrollment Growth Grant.</p>	<p>4.2 Ninety percent of the nursing students enrolled under the Enrollment Growth Grant will receive a development plan consistent with pre-identified strengths and weaknesses that will be monitored throughout the semester by testing and tutoring.</p> <p>4.2.1 Ninety percent of the nursing students enrolled under the Enrollment Growth Grant will receive a post-test to determine the student's advancement.</p>	<p>September 2007-ongoing</p> <p>February 2008 - ongoing</p>	<p>Skills Lab Coordinator</p> <p>Skills Lab Coordinator</p>

Project Management Plan - see p. 5

The Enrollment Growth for Nursing Program is essentially a scheduling and funding solution that replicates an existing successful curriculum. The program will follow exactly the same curriculum of the traditional program established by Victor Valley College in 1979 and revised with approval of the Board of Registered Nursing in March 1999. The additional ten students served through this funding opportunity will be interspersed with the traditional students studying the same curriculum.

The curriculum involves four semesters of intense study designed to provide comprehensive training for the whole nurse. This curriculum was built on five guiding philosophies:

1. The individual is a unique being with bio-psycho-socio-cultural and spiritual needs interacting with the environment.
2. Each individual goes through stages of birth to death with different needs.
3. The role of nursing requires collection of data, written communication and complete documentation.
4. The role of nursing requires critical thinking and accuracy in calculations.
5. The role of nursing requires interpersonal communication with clients, families and health team members.

These philosophies have formed the curriculum plan at Victor Valley College to create a cohesive path of classes. The succession of these classes builds upon prior knowledge to deliver a professional well rounded in their ability to serve and be prepared for the demands of the workforce. Prior to enrollment in the Nursing curriculum, students are required to have completed Anatomy, Physiology, Microbiology, Psychology, Developmental Psychology, English Composition & Reading, College Algebra, Speech & Public Speaking, and Sociology. Once enrolled the following competencies are taught in succession:

Nursing Process 1: An introduction to the Victor Valley College Associate Degree Nursing Program and nursing profession providing an emphasis on the nursing process and fundamentals including risk management, health promotion, psychosocial aspects, electrolyte and acid-base management and the peri-operative experience clinical practice in various clinical settings and classroom laboratory.

Pharmacology and Nursing Management: This course is about the study of drug therapy to prevent, diagnose, or cure disease processes or to relieve signs and symptoms of disease. It includes content specific to the registered nursing and the utilization of the nursing process to fulfill nursing responsibilities in medication management of clients.

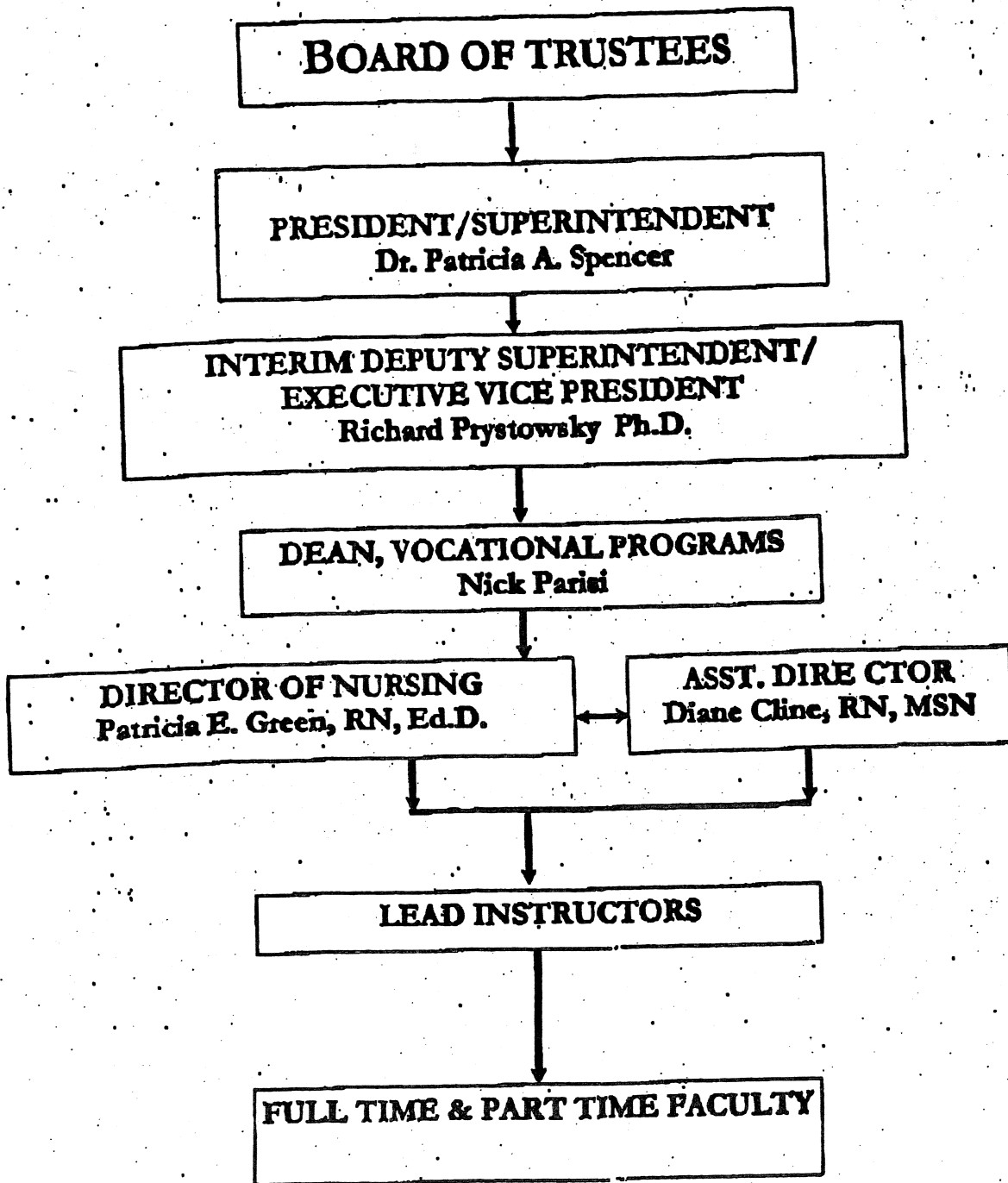
Nursing Process 2: The nursing process applied to family nursing and the childbearing family, the adaptations of nursing care for various stages of growth and development, and the nursing management required in common adult conditions.

Nursing Process 3: The nursing process applied to clinical care areas, psychiatric / mental health with an emphasis on the client adaptation in chronic and acute illnesses.

Nursing Process 4: The nursing process applied with a holistic view to clients with multi-system problems with an emphasis on complex and geriatric care, and the use of legal, ethical and leadership principles and the ability to function with the minimum supervision of a preceptor.

The additional instructors hired to facilitate the extra course load and the part-time clerical assistant will report to the Director of Nursing.

VICTOR VALLEY COLLEGE ORGANIZATIONAL CHART FOR THE NURSING DEPARTMENT



APPLICATION BUDGET SUMMARY

RFA Specification No.: 06-116 **Program Year:** 2006-2007
RFA Specification Title: Enrollment Growth **Telephone No.:** 760-245-4271
District/College: Victor Valley **Fax No.:** 760-951-5861

Object of Expenditure	Classification	Line	Total Program Funds Requested	Match
1000	Instructional Salaries	1	48,623.00	
2000	Noninstructional Salaries	2		
3000	Employee Benefits	3	6,320.99	
4000	Supplies and Materials	4		
5000	Other Operating Expenses and Services	5		
6000	Capital Outlay	6		
7000	Other Outgo	7		
Total Direct Costs		8	54,944	-
Total Indirect Costs (4% of line 8)		9	2,197.76	
Total Project Costs		10	57,142	-

NOTE: Provide an Application Budget Detail Sheet for each funding source including match.

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and federal regulations

Project Director Name/Title _____
(Authorized Signature) Date

District Chief Business Officer _____
(Authorized Signature) 6/14/06
Date

RFA Specification No.: 06-116

Program Year: 2007-2008

RFA Specification Title: Enrollment Growth

Telephone No.: 760-245-4271

District/College: Victor Valley

Fax No.: 760-951-5861

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NOTE: Provide an Application Budget Detail Sheet for each funding source including match.

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and federal regulations

Project Director Name/Title

(Authorized Signature)

Date

District Chief Business Officer

(Authorized Signature)

Date

6/14/06

**STATEMENTS OF ASSURANCES
ENROLLMENT GROWTH FOR
ASSOCIATE DEGREE NURSING RN PROGRAMS FUNDS**

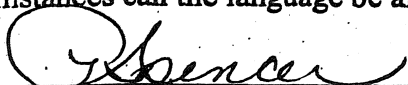
COLLEGE: Victor Valley

DISTRICT: Victor Valley

The district assures, understands, and may assist the state in meeting the following requirements of the Enrollment Growth for Associate Degree Nursing RN Programs Grants:

- Primary missions of the Colleges are to offer academic and vocational education at the lower division level for both younger and older students, including those persons returning to school. Another primary mission is to advance California's economic growth and global competitiveness through education, training, and services that contribute to continuous work force improvement. Essential and important functions of the Colleges include: remedial instruction for those in need of it and in conjunction with the school districts, instruction in English as a second language, adult noncredit instruction, and support services which help students succeed at the postsecondary level.
- Colleges that apply for Enrollment Growth for Associate Degree Nursing Programs funds will abide by requirements contained in Education Code Chapter 9, Article 6, 79210, Section 2 (a) (2), (see AB 87 attached). Future funding for this program will be jeopardized if requirements are not met.
- Funds shall not be used by community college districts to supplant existing courses, but shall be used to significantly expand enrollments and enable students to successfully complete the course of study.

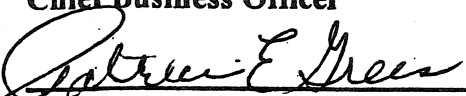
Applicants understand that forms and specifications are provided for use by the applicant and are not to be revised or edited by the applicant. Forms such as the Application Budget Summary and Contact Page may be completed with the applicant's information. Applicants may not modify Articles I and II, *Instructions, Terms and Conditions, 2006-2008*, Request for Application Specifications, or terms on the Grant Agreement Face Sheet. Grant Agreement Face Sheets will be provided to the college/district by the Chancellor's Office. The Grant Agreement Face Sheet may be replicated but under no circumstances can the language be altered.



District Superintendent/Chief Executive Officer

3/30/06

Date

Chief Business Officer


Project Director

Date
3/28/2006

Date

BASELINE DATA AND OTHER INFORMATION

PLEASE COMPLETE THE FOLLOWING:

	2004-05	2005-06	2006-07	2007-08
1. Baseline: Number of Nursing FTES enrollments (slots) by academic year (this does not include additional students funded by other sources such as hospital donations, various grants, etc.)	72	72	72	72
Current or Planned Number of Slots Funded by Other Types of Grants/Donations by Program Year:	2005-06	2006-07	2007-08	
2. Hospital Partnerships	0	20	20	
3. WIA	9	0	0	
4. Enrollment Growth for Nursing (this grant)	0	10	10	
5. Capacity Building (new grants)	0	10	10	
6. Other		0		
Number of Enrollments to be funded by grants or other sources for 2005-2008	9	40	40	89
7. Indicate type of additional enrollments	Generic x	LVN to RN		
8. Status of Merit-Based Admission Criteria	*List Current A.D.N. Program Selection Process(es)	Prerequisites completed (A&P, Micro) Completion of number of non-nursing degree courses Completion of 24 units toward nursing degree at VVC or Barstow Communit College		
	Prerequisite Validation Study/Formula Initial Study & Plan to Adopt Criteria	Yes	No	Study Conducted & Using Results
			x	No
	Using Other Selection Process Validated by College	Yes	No	Study Conducted & Using Results
	x		Yes	
9. Proposed Equipment / Infrastructure Costs	Equipment Funds			\$11,962
	Infrastructure Funds			\$50,575

First Come/First Serve; Random Selection; A.D.N. Prerequisite Validation Study/Formula; Wait List; Prerequisite Validation Conducted by the College Research Staff; Other

INSTRUCTION

OCTOBER 10, 2006

TOPIC: AGREEMENT – CHILD DEVELOPMENT SERVICES CPRE-6303

The district desires to enter into an agreement with California Department of Education for Child Development Services for FY 06-07 to provide state preschool services.

Fiscal Impact: Not to exceed \$227,778.00 to the District.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with California Department of Education for Child Development Services contract CPRE-6303 for the FY 06-07 to provide state preschool services, project number 36-6792-00-6.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NC X NOT APPLICABLE ___

I recommend the Board of Trustees approve this item

M. M. ...
Deputy Superintendent/Executive
Vice President, Instruction

Date 9-15-06

I recommend the Board of Trustees approve this item

Louis E. Zellers
Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 06 - 07

DATE: July 01, 2006

CONTRACT NUMBER: CPRE-6303

PROGRAM TYPE: STATE PRESCHOOL

PROJECT NUMBER: 36-6792-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

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

This contract is effective from July 01, 2006 through June 30, 2007. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$19.17 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$227,778.00.

SERVICE REQUIREMENTS

Maximum Child Days of Enrollment (CDE) Requirement 11,882.0

Minimum Days of Operation (MDO) Requirement 194

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

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sharon Taylor		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager-Contracts CD+NS Fiscal Svcs		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 227,778	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT 0	(OPTIONAL USE) 0658 23038-6792				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 227,778	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2006	FISCAL YEAR 2006-2007	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6055 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER		T.B.A. NO.	B.R. NO.		
		DATE			

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

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

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
1. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. **SWEATFREE CODE OF CONDUCT:**
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
6. **DOMESTIC PARTNERS:** Commencing on July 1, 2004 Contractor certifies that it is in compliance with *Public Contract Code* section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with *Public Contract Code* 10295.3.b. Establish a Drug-Free Awareness Program to inform employees about:

INSTRUCTION

OCTOBER 10, 2006

TOPIC: AGREEMENT – CITY OF VICTORVILLE

The district desires to enter into an agreement between the City of Victorville and Victor Valley Community College for donation of fire vehicles to Victor Valley College.

Fiscal Impact: None.

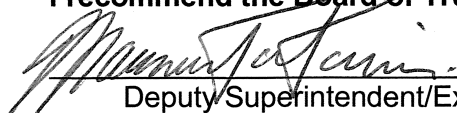
RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with the City of Victorville for donation of fire vehicles from the Victorville Fire Department.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES NO NOT APPLICABLE

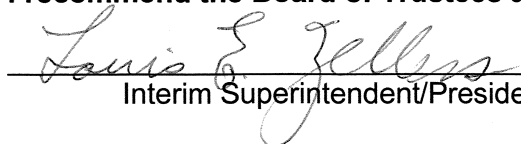
I recommend the Board of Trustees approve this item



Deputy Superintendent/Executive
Vice President, Instruction

Date 9-15-06

I recommend the Board of Trustees approve this item



Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

AGREEMENT FOR

DONATION OF FIRE VEHICLES

This Agreement ("Agreement") is made and entered into this ___ day of _____ 2006 by and between the City of Victorville ("City"), a municipal corporation, and Victor Valley Community College ("College"), _____, _____, for the purpose of donating to the College certain fire vehicles and equipment (as hereinafter defined and collectively referred to as "Fire Vehicles") currently owned by the City.

RECITALS:

WHEREAS the City currently owns the Fire Vehicles, which are no longer used by the Victorville Fire Department ("Fire Department"); and

WHEREAS the Fire Vehicles are considered surplus supplies and equipment of the City since they are no longer used by the Fire Department; and

WHEREAS pursuant section 2.28.150 of the City's Municipal Code, the City Manager has the authority to dispose of surplus supplies and equipment which cannot be used by any department or which have become unsuitable for use by the City; and

WHEREAS the value of the Fire Vehicles is estimated to exceed \$5000; and

WHEREAS the City Manager must approve the disposition of the Fire Vehicles; and

WHEREAS the College provides courses in Fire Technology and has determined that Fire Vehicles would be a valuable training tool for the College in those courses; and

WHEREAS the students of the College, including residents from the City and the Fire Department, will benefit from the College training students with the aid of the Fire Vehicles; and

WHEREAS the City Council has determined that donation of the Fire Vehicles to the College serves a public purpose; and

WHEREAS the City now deems it desirable to donate to the College and the College deems it desirable to accept from City the Fire Vehicles.

NOW HEREBY THE PARTIES AGREE AS FOLLOWS:

1.0 Recitals:

1.1 The foregoing recitals are true and correct.

2.0 Purpose of Agreement:

2.1 The City, pursuant to its authority under Victorville Municipal Code section 2.28.150 is disposing of surplus supplies and equipment. The Fire Vehicles either cannot be used by any department or have become unsuitable for City use.

2.2 The City Council has determined that donating the Fire Vehicles in order to provide training equipment to the College for its courses in Fire Technology serves a valuable public purpose which is in the vital and best interest of the City and the health, safety, morals and welfare of the City's residents, and is in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

3.0 Donation:

3.1 The City hereby donates to the College the following vehicles and equipment, which comprises the entire donation to be made to the College:

3.1(a) 1974 Crown Snorkle fire apparatus
VIN – F1814

3.1(b) 1979 Crown fire engine
VIN – F1709

3.1(c) Any equipment on the apparatus, such as ladders, etc., in place on such vehicles at the time of delivery. The foregoing are collectively defined as the Fire Vehicles.

4.0 Terms and conditions of Donation:

4.1 The Fire Vehicles donated pursuant to this Agreement are received by the College in an "as is" condition.

4.2 The City makes no guarantees, representations, or warranties, express or implied, regarding the Fire Vehicles' suitability for use or mechanical condition, or the safety of the Fire Vehicles.

4.3 The College agrees to release, indemnify and hold harmless the City, the Fire Department, and any of their respective agents, employees, assigns or volunteers from any and all claims of liability or damage resulting from the operation and/or use of the Fire Vehicles and/or equipment on the Fire Vehicles, including, but not limited to, claims arising out of any training the Fire Department may provide pursuant to Section 5.1 of this Agreement.

4.4 The College shall, as a condition precedent to receiving the Fire Vehicles, and at its own cost, prepare the necessary documents for transferring title from the City to the College and execute the same properly. The College shall also, at its own cost, prepare and cause to be processed the necessary Department of Motor Vehicles forms and any other documents required to complete the transfer of the Fire Vehicles. The City agrees to provide any necessary information or documentation to aid the College in this regard.

4.5 The College shall remove the words "Victorville Fire Dept" and the City seals from the vehicles within thirty (30) days of receipt of the vehicles. Exempt license plates shall be removed by City staff upon delivery of the Fire Vehicles to College property.

5.0 Training on Fire Vehicles:

5.1 Upon request by the College, and pursuant to a time and manner mutually agreed upon by the Parties, the Fire Department shall make reasonable efforts to provide initial training on the operation of all components of the Fire Vehicles.

6.0 Acknowledgement of Hazards:

6.1 The College acknowledges that operation of the Fire Vehicles, particularly the aerial fire apparatus, can be dangerous and could result in injury and/or death if misused or improperly maintained. Upon delivery of the Fire Vehicles to the College, the College shall assume all risk and liability pursuant to operation of the Fire Vehicles.

7.0 Additional Terms:

7.1 This Agreement comprises the entire agreement between the City and the College (the "Parties") with respect to the subject matter hereof and is executed without reliance upon any representations or promises except those contained herein.

7.2 Any modification of the Agreement must be in writing and executed by all Parties.

7.3 The Parties agree to execute such additional documents and take such additional actions which are consistent with, and as may be reasonable and necessary, to carry out the intent of this Agreement.

7.4 This Agreement shall be binding not only upon the Parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

7.5 A waiver of any provision of this Agreement by a Party shall not be deemed a waiver of such provision either before or thereafter, nor a waiver of any other provision of this Agreement.

7.6 The Parties acknowledge that the City would not have entered into this Agreement had it been exposed to damage claims from the College for

any breach thereof. As such, the Parties agree that in no event shall the College be entitled to recover damages against the City for breach of this Agreement.

7.7 The only parties to this Agreement are the City and the College. There are no third party beneficiaries to this Agreement and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by, any other person whatsoever.

7.8 The Agreement shall be construed as though jointly drafted by the Parties with the assistance of independent legal counsel.

7.9 The undersigned represent and warrant that they have the authority to execute this Agreement on behalf of the respective Parties.

7.10 This Agreement may be executed in counterparts, which, when taken together constitute an original Agreement.

7.11 Facsimile signatures on this Agreement shall be deemed original.

8.0 Signature of Parties:

8.1 By signing herein, parties agree to the donation of the Fire Vehicles listed in Section 3 and to all conditions contained in this document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

By Victor Valley College _____

Print Name _____

Title _____

Date _____

By City of Victorville _____

Print Name _____

Title _____

Date _____

Approved as to Form _____

Print Name _____

Title _____

Date _____

INSTRUCTION

OCTOBER 10, 2006

TOPIC: MOU EXTENSION – SOUTHERN CALIFORNIA BIOTECHNOLOGY

The district desires to extend the MOU between Victor Valley College Biotech and the San Diego Miramar Biotech Center through December 31, 2006 and be used to support internships in the fall 2006.

Fiscal Impact: \$10,000.00 to the District.

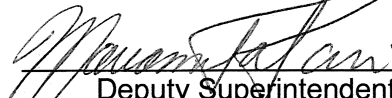
RECOMMENDATION:

It is recommended that the Board of Trustees approve the Extension of MOU for Fiscal Year 05-06 between Victor Valley College and the Southern California Biotechnology Center at Miramar College. The purpose of this extension is to augment the previous program by \$4,000.00.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NO X NOT APPLICABLE ___

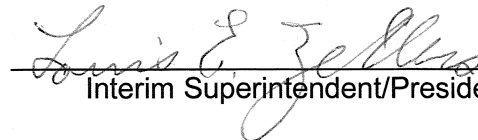
I recommend the Board of Trustees approve this item



Deputy Superintendent/Executive
Vice President, Instruction

Date 9-15-06

I recommend the Board of Trustees approve this item



Interim Superintendent/President

Date 9-12-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

Extension of MOU for Fiscal Year 05-06 Between Victor Valley College and the Southern CA Biotechnology Center @ Miramar College

Background:

For the last two years the Southern CA Biotechnology Center @ Miramar College has supported the Victor Valley College Internship Program.

Currently the Center is on a 6 month interim renewal making it impossible to renew the program for a full year.

Purpose:

The purpose of this extension is to augment the previous program by \$4000.

Terms:

An interim report is due September 15, 2006.

The extension will last until December 31, 2006 and be used to support internships in the fall 2006.

A final report from Victor Valley College (due no later than January 15, 2007).


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representative being thereunto duly authorized.

SAN DIEGO COMMUNITY COLLEGE DISTRICT

By: (Authorized Signature)

Date

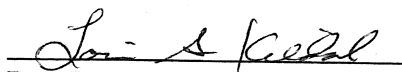
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT



By: (VVC Authorized Signature)

9-1-06

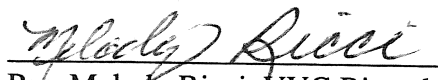
Date



By: Dr. Lori Kildal, Dean, Math & Science

8-29-06

Date



By: Melody Ricci, VVC Biotechnology
Program Coordinator

8/29/06

Date

INSTRUCTION

OCTOBER 10, 2006

TOPIC: AGREEMENT - PERSONAL SERVICES – JOHN TONYAN

The district desires to enter into an agreement for personal services with John Tonyan for the period of July 1, 2006 through June 30, 2007, to tune, service, and repair pianos on an as required basis as attached.

Fiscal Impact: Not to exceed \$2,200.

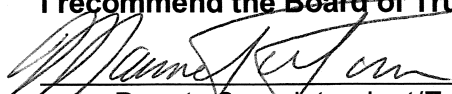
RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement for personal services with John Tonyan to tune, service, and repair pianos as attached.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NO NOT APPLICABLE ___

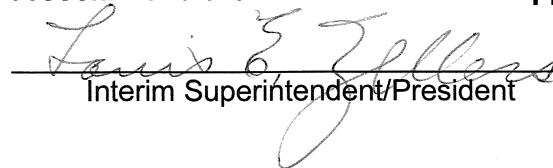
I recommend the Board of Trustees approve this item



Deputy Superintendent/Executive
Vice President, Instruction

Date 9-15-06

I recommend the Board of Trustees approve this item



Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
18422 Bear Valley Road, Victorville, CA 92392-5849 • (619) 245-4271
AGREEMENT FOR PERSONAL SERVICES

RECEIVED

SEP 05 2006

THIS AGREEMENT is hereby entered into by the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT and;

RECEIVED

SEP 08 2006

John Tonyan
CONSULTANT

SOCIAL SECURITY NUMBER

MAILING ADDRESS

CITY

STATE

ZIP

hereinafter referred to as CONSULTANT.

CONSULTANT agrees to provide to DISTRICT the services enumerated in Section F of this agreement under the following terms and conditions:

A. Services shall begin on 7/1/06 and shall be completed on or before 6/30/07.

B. CONSULTANT understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits to which employees are normally entitled, including State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment, and Income Taxes with respect to CONSULTANT'S employees.

C. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement.

D. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.

E. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANT'S negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANT'S employees or agents.
DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.

F. Services to be rendered to the DISTRICT by the CONSULTANT are as follows:

Tune, service, repair pianos

G. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

H. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State Municipal, and District laws, rules, and regulations that are now, or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

I. Progress payments will be made by the DISTRICT to the CONSULTANT as follows (Check one box only):

- Total contract amount to be paid by 2200.00
 - \$ _____ to be paid monthly as progress payments, beginning 7-1-06 Date
- Periodic Payment per completion of service*

Payment (s) as requested, by timesheet or personal invoices.

J. This agreement may be terminated by either party notifying the other, in writing, at least _____ days prior to the date of termination.

<p>FOR THE DISTRICT:</p> <p><u>[Signature]</u></p> <p>Requesting Department Authorization</p> <p><u>[Signature]</u></p> <p>Area Vice President</p> <p>Date _____</p>	<p>FOR THE CONSULTANT:</p> <p><u>[Signature]</u></p> <p>Signature</p> <p><u>7/1/06</u></p> <p>Date</p> <p><u>01-00-14-1004-0000-5840-00-0000</u></p> <p>Account #</p>
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INSTRUCTION

OCTOBER 10, 2006

TOPIC: AGREEMENT – SAN BERNARDINO EMPLOYMENT AND TRAINING AGENCY ONE-STOP CAREER CENTER

The district desires enter into agreement with San Bernardino Employment and Training Agency One-Stop Career Center to provide training services to eligible adults and dislocated workers.

Fiscal Impact: Varies depending upon the number of students referred to VVC for training and the certificate or degree program students complete.

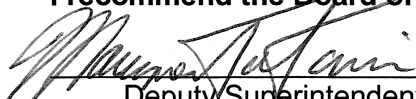
RECOMMENDATION:

It is recommended that the Board of Trustees approve the Agreement with San Bernardino Employment and Training Agency One-Stop Career Center, provider 510, to provide training services to eligible adults and dislocated workers. San Bernardino County receives Federal funds through the Workforce Investment Act to retrain dislocated workers. The college will receive funds to cover books, tuition, fees, tools, (if applicable) and other costs associated with the training.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NO NOT APPLICABLE ___

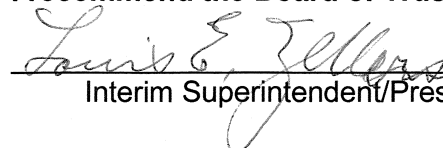
I recommend the Board of Trustees approve this item



Deputy Superintendent/Executive
Vice President, Instruction

Date 9-15-06

I recommend the Board of Trustees approve this item



Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

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San Bernardino Employment and Training Agency
One-Stop Career Center

RECEIVED
SEP 06 2006

ADULT/DISLOCATED WORKER
CONTRACT
FOR TRAINING SERVICES UNDER
INDIVIDUAL TRAINING ACCOUNTS

SAN BERNARDINO EMPLOYMENT
and TRAINING AGENCY
ONE-STOP CAREER CENTER
600 North Arrowhead Avenue, Suite #300
San Bernardino, CA 92401-1148
Contact: Ernest B. Dowdy, Executive Director
Phone: (909) 888-7881 FAX: (909) 889-7833

Provider #: 510
VICTOR VALLEY COLLEGE
18422 Bear Valley Road
Victorville, CA 92392
Contact: Sheree Caldwell, WIA/CalWORKS Coordinator
Phone: (760) 245-4271 x2361 FAX: (760) 843-7647

This contract is between the San Bernardino Employment and Training Agency One-Stop Career Center, hereinafter referred to as ONE-STOP, and the Training Provider whose name and address appears above. This contract consists of all items, exhibits and attachments contained herein, as well as the data listed on the State of California's Eligible Training Providers List (ETPL), incorporated herein by reference.

A. TERM OF AGREEMENT

This agreement shall be in effect for the duration of the Provider's term on the ETPL, however, the enrollment of any WIA-eligible individual shall be governed solely by the terms set forth by the Individual Training Account Form.

B. OBLIGATION

The amount of funds allocated under the Workforce Investment Act (WIA) for any individual customer shall not exceed the amount(s) described and listed on the ETPL for any given occupation. Under no circumstances will the amount paid to the Provider by the ONE-STOP exceed the amount obligated by the Customer's Individual Training Account.

C. SUMMARY OF TRAINING COURSES TO BE PROVIDED

Education and training courses included in this agreement shall be as described on the State of California ETPL and in the Training Provider's current catalog. The ONE-STOP reserves the right to limit referrals and enrollments to local demand occupations, as determined by the WIB.

APPROVED FOR SAN BERNARDINO
EMPLOYMENT AND TRAINING AGENCY

APPROVED FOR THE TRAINING PROVIDER

(Signature)

(Date)

Name: ERNEST B. DOWDY, Executive Director

(Signature)

(Date)

Name: SHEREE CALDWELL, WIA/CalWORKS Coordinator

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1.0 GENERAL PROVISIONS

The Provider agrees to the following General Provisions:

- 1.1 Provider will abide by all contract's Statements of Work, Special Conditions, Workforce Investment Board policies and procedures, performance standards and goals described herein, all inclusions and attachments to the contract which are a part hereof, and all documents incorporated by reference.
- 1.2 Neither the federal government, represented by the Department of Labor, the State of California Workforce Investment Division, nor the local Workforce Investment Board is a party-hereto, and no liability on the part of the federal or state government nor the Workforce Investment Board is implied throughout the performance of either party to this contract. Any liabilities, legal actions or disputes as may arise under this contract are between the parties hereto.
- 1.3 Provider shall defend, indemnify, and hold the Workforce Investment Board (WIB), the City of San Bernardino Employment and Training Agency (ONE-STOP), their respective officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of the Provider, its officers, agents, or employees.
- 1.4 Provider and Provider's agents and employees in the performance of this contract shall act in an independent capacity and not as officers, employees, agents or in any way as representatives of the City of San Bernardino, the WIB, or the ONE-STOP.
- 1.5 Provider, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance, as follows:
 - a). General Liability Self-Insurance Program with a limit of not less \$500,000.00 per occurrence.
 - b). Business Automobile Liability Self-Insurance Program for Owned, Scheduled, non-Owned or Hired Automobiles with a combined single limit of not less than \$500,000.00 per occurrence.
 - c). Workers' Combination Self-Insurance Program covering Provider's full liability under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time.

It should be expressly understood, however, that the coverage's and limits required under this paragraph 1.5 shall not in any way limit the liability of the Provider.

The coverage's referred to under (a) and (b) of this paragraph 1.5 shall include ONE-STOP as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Provider, its officers, agents, or employees. Provider, upon the execution of the Agreement, shall furnish the ONE-STOP with Certificates of Self-Insurance evidencing compliance with all requirements.

1.0 GENERAL PROVISIONS, cont.

- 1.6 This agreement is not assignable by the Provider, in whole or in part, without the written consent of the ONE-STOP and approval of the Workforce Investment Board. Notification of all subcontracts entered into by the Provider for the purpose of conducting activities under this contract, must be in writing, in advance, to the ONE-STOP. Further, the Provider must maintain on file evidence that all subcontractors, paid through WIA or not, comply with the insurance requirements of Section 1.5 (a, b & c) of these General Provisions.
- 1.7 All funding under this contract is contingent upon the availability of State funds and continued State authorization for program activities. This contract is subject to modification or termination due to lack of funds or legislative authorization which would frustrate the performance of this contract. Further, any unearned payments under this contract are to be suspended or terminated by the Provider's refusal to accept any added conditions imposed by the State or the U.S. Department of Labor or the Workforce Investment Board and/or the City of San Bernardino at any time.
- 1.8 The Provider shall immediately advise the ONE-STOP of any apparent improper or fraudulent use of ONE-STOP/WIA funds which comes to the Provider's attention; of any apparent improper enrollment of participants; of any apparent supplying of misinformation to the ONE-STOP or its representatives with respect to enrollment and training of participants; or use of funds; or job placement of participants.
- 1.9 The Provider shall provide access and the right to examine all records, books, papers, or documents related either directly or indirectly to this contract to the ONE-STOP, the City of San Bernardino, the State of California and the U.S. Department of Labor and their authorized representatives or agents. The right of examination, as deemed necessary and appropriate can include, but is not limited to, making of copies of records, questioning employees and/or participants and entering into any premises in which any part of the program is conducted. Such records shall be retained for a period of three (3) years from the date of the contract's completion and close-out or beyond, or until all audit findings are resolved or until Provider is notified by the ONE-STOP that there is no further need for record retention.
- 1.10 Disputes shall be limited to interpretation and application of Federal/State Regulations, and Department of Labor/State policies and procedures. Disputes shall not include interpretations of contents of this contract. Resolutions of disputes shall be in accordance with policy established by the Workforce Investment Board and the State/U.S. Department of Labor.
- 1.11 The consideration to be paid to the Provider, in accordance with the payment provisions set forth herein, shall be for the performance of services and functions under this contract, and shall not exceed the total cost of the project, as obligated by the ONE-STOP Individual Training Account Form unless changes have resulted in a change to the ETPL.

1.0 GENERAL PROVISIONS, cont.

1.12 Performance of work under this agreement may be terminated in whole, or in part, for one or more of these circumstances:

- a). For the convenience of either the ONE-STOP or the Provider upon receipt of written notice thirty (30) working days in advance of the effective date of termination.
- b). When, or if, it has been determined that the Provider has substantially violated any WIA requirements, or has violated any policies and guidelines and/or any item of this agreement, where no corrective action has been taken. [WIA §122 (f)(2)]
- c). It has been determined by the State EDD that the Provider has intentionally supplied inaccurate information on its ETPL application. [WIA §122 (f)(1)]
- d). If the Provider fails to provide all the performance and/or seed data required for the determination of "subsequent eligibility", listed in Sections 3.8 and 3.9 of this contract, within the time frame set forth by the State EDD, or the WIB. [WIA §122 (d)(1)]
- e). If it is determined that the Provider no longer meets the minimum eligibility criteria of its initial listing on the ETPL (i.e.: loss of school accreditation). [WIA §122 (c)(6)]
- f). During the subsequent eligibility determination process, the provider is found not to have met the minimum level of performance set by the State EDD, or the WIB. [WIA §122 (e)(6)]

1.13 Where it has been determined that the Provider has violated the terms of this agreement, as determined in Section 1.12 above, the following administrative remedies may be taken, in accordance with the ONE-STOP Monitoring Policy.

- The suspension of referrals to the Provider;
- The removal of participants from the Provider;
- The additional monitoring of the Provider;
- The authorization for an independent audit of the Provider;
- The termination of the Contract.

1.14 The Provider recognizes that the goal of training WIA-referred participants is to obtain unsubsidized employment in an occupation locally in demand, in a demand occupation within a labor market to which the participant is willing to relocate, or in an occupation that the WIB has determined to be supportive of local economic development efforts. [WIA §134 (G)(iii)].

2.0 TERMS and CONDITIONS

The Provider agrees to the following Terms and Conditions:

- 2.1 The Terms and Conditions cited in the Workforce Investment Act (WIA) and it's regulations.
- 2.2 Provider shall provide all services, training and activities as identified on the ETPL, including all administrative and support activity such as, but not limited to, coordination with other organizations, personnel supervision, financial management, purchasing, facility custodial and maintenance care, provision of utilities as may be required to achieve the goals, performance and outcomes expected under this contract. Where any service, intention or act, expressed or implied, conflict with the WIA or it's regulations, the terms of WIA and its regulations shall prevail.
- 2.3 Services shall be provided to achieve the goals and objectives of the training components and those within the Provider's published catalogue within the hours stated in writing on the ETPL and as stated on the participant's Individual Training Account Form.
- 2.4 The address as it appears on the title or signature page of this contract, unless otherwise stipulated in writing and made a part of this contract, shall be the principle site for the delivery of services and/or training.

**18422 Bear Valley Road
Victorville, CA 92392
Contact: Sheree Caldwell, WIA/CalWORKS Office
Ph: (760) 245-4271 x2361
FAX: (760) 843-7647**
- 2.5 The Provider shall periodically evaluate each participant's progress toward attaining training objectives. These progress records, employment referrals, job placement and training termination records shall be maintained in a separate file for each participant enrolled in training in accordance with the ONE-STOP's policy for record retention.
- 2.6 The Provider shall have established complaint/grievance procedures, and as necessary, shall conduct these procedures as grievances may arise from participants, subgrantees, subcontractors, and interested persons. Every participant file shall contain evidence of having been informed of these procedures. Should a grievance between the Provider and participant not be resolved by such procedures, the Provider for further resolution, and disposition to the complaint/grievance shall refer the participant to the ONE-STOP.
- 2.7 The Provider shall submit, in a timely manner, all reports and respond to all requests for information as required by the ONE-STOP, including, but not limited to, semi-monthly attendance reports, and/or monitoring recommendations to support billings and fees.
- 2.8 The Provider shall hire and/or assign only those persons with adequate qualifications and/or experience and competency to perform the tasks and activities identified in Section 2.2 of this agreement. When the program or activity requires instructing participants in remedial or vocational courses, the instructor shall be appropriately certified. The Provider shall maintain personnel files for all persons responsible for delivery of work under this contract, which, at a minimum, shall contain job descriptions evidence of experience and qualifications for the performance of work under this contract. These files shall be available for monitoring by the ONE-STOP, where appropriate.

2.0 TERMS and CONDITIONS, cont.

- 2.9 The Provider shall cooperate with all requests for scheduling and attending of meetings and sessions for training on related contract or program matters and shall cooperate in providing access to all information and documents necessary for the ONE-STOP to monitor and to establish Provider compliance with the obligations of this contract.
- 2.10 The Provider shall obtain permission from the ONE-STOP prior to publication of any advertisement of this program which reflects it's relationship to/with the ONE-STOP.
- 2.11 Each recipient of WIA funds shall provide assurances that none of such funds will be used to assist, promote or deter union organizing. [Sec. 181 (b)(7)]
- 2.12 Programs funded under WIA must ensure that no portion of its activity will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, sex, age, disability, or political affiliation or belief. [Sec. 188 (a)(1&2)]
- 2.13 No person may discriminate against an individual who is a participant in a WIA program or activity with respect to the terms and conditions affecting, or rights provided to the individual, solely because of the status of that individual as a participant. [Sec. 188 (a)(4)]
- 2.14 Each program under WIA shall provide employment and training opportunities to those who can benefit from, and who are most in need of, such opportunities. In addition, efforts shall be made to develop programs which contribute to occupational development, upward mobility, development of new careers, and opportunities for non-traditional employment. [Sec. 195 (1)]
- 2.15 WIA funds shall be used only for activities which are in addition to those which would otherwise be available in the area in the absence of such funds. [Sec. 195 (2)]
- 2.16 No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity under WIA. [Sec. 195 (5)]
- 2.17 No activity may be provided with financial assistance under WIA which involves political activities. [Sec. 195 (6)]
- 2.18 Participants must meet the qualifications listed below to be considered eligible for training services under WIA:
- Has met the eligibility requirements for both CORE and INTENSIVE SERVICES, has participated in such services, as required by WIB policy, and if unemployed, has been unable to obtain or retain employment, or if employed, has been unable to attain self-sufficiency. [Sec. 134 (d)(3)(A) & Sec. 134 (d)(4)(A)]
 - Has been determined, through assessment, case management and the development of the Individual Employment Plan (IEP), to be in need of training services, and has the prerequisite skills and qualifications to successfully participate in the training program. [Sec. 134 (d)(4)(A)(ii)]
 - Has been determined to be in need of WIA funds, as stated in Section 5.1 of this contract, and is considered eligible for the receipt of such funds under any priority enrollment system established by the WIB. [Sec. 134 (d)(4)(A)(iv & v)]

3.0 SPECIAL CONDITIONS

- 3.1 In order for a provider to receive funds through Individual Training Accounts (ITA's), their programs must be listed on the ETPL, and those programs must provide training services, such as those listed below: [WIA §134 (D)(4)(D); 20 CFR 663.300]
- a). Occupational skills training, including training for non-traditional employment;
 - b). Programs that combine workplace training with related instruction, which may include cooperative education programs;
 - c). Training programs operated by the private sector;
 - d). Skills upgrading and retraining;
 - e). Entrepreneurial training;
 - f). Job readiness skills; and
 - g). Adult education and literacy activities provided in combination with any other training service outlined above.
- 3.2 *It is understood and agreed that this agreement shall not be construed as an obligation on the part of the ONE-STOP to refer a predetermined or specified number of participants, clients or students or to purchase a specified number of slots.* This service provider, if a school, stipulates that it is capable and willing to train participants if they are referred under the conditions of this agreement.
- 3.3 It is understood and agreed that any referral of participants by the ONE-STOP shall be based upon identification of individual needs during assessment and will not necessarily indicate any academic proficiency that may be required to meet prerequisites for enrollment in training. Only to the extent that the school advises the ONE-STOP of prerequisites for training, and to the extent that the ONE-STOP has resources to assess the presence of any requirements, will referral imply an individuals appropriateness for training. The Provider shall conduct any assessment and orientation procedure as may be consistent with those used in enrolling any other student when a ONE-STOP candidate for training presents official referral documents.
- 3.4 It is understood and agreed that assessment by the Provider shall not exceed a period as so stated in the official and most current Provider training catalogue, at the completion of which the ONE-STOP will be advised, in writing, of the assessment outcome, including the probability, based on objective findings, that the participant may not be enrolled in training until and unless, following this advisement, the school is so instructed by the receipt of the signed ONE-STOP document giving authority to commence training.
- 3.5 It is understood and agreed that training provided by the Provider must be listed on the current ETPL, as published by the State of California Workforce Investment Division. The Provider agrees to immediately submit any and all changes to the information on its ETPL Application to the local Board which submitted the application to the State. Changes to the ETPL will take at least 30 days to be processed by the State.
- 3.6 It is understood and agreed that the Provider shall adhere to the established referral procedures and complete such forms as may be required by the ONE-STOP.

3.0 SPECIAL CONDITIONS, cont.

3.7 It is understood and agreed that training shall be conducted in strict accordance with all statements incorporated herein, and in accordance with the current Provider's education and training catalog and the information published on the current Eligible Training Provider's List (ETPL). The provider agrees to submit copies of the current catalog to the ONE-STOP.

3.8 Providers must meet specific performance targets, or levels, on performance measures required under WIA; this determination is called "subsequent eligibility". When the data for subsequent eligibility must be submitted is dependent upon when the program was initially listed on the ETPL. All programs must be determined "subsequently eligible" within 18 months of their initial listing and annually thereafter.

In order to determine these performance standards, the provider must collect and report the following data to the ONE-STOP and/or to the State Workforce Investment Division (EDD), upon request.

- a). Completion rates for all individuals in the listed program;
- b). Percentage of all individuals participating in the listed program who obtain unsubsidized employment;
- c). Wages at placement in employment of all individuals participating in the listed program;
- d). Percentage of WIA participants who completed the listed program and were placed in unsubsidized employment;
- e). Retention rates in unsubsidized employment of WIA participants who completed the listed program six (6) months after the first day of their employment;
- f). Wages received by WIA participants who completed the listed program six (6) months after the first day of their employment;
- g). Where appropriate, the rates of licensure or certification, attainment of degrees or equivalents, or attainment of other measures of skills, of the WIA participants who graduated from the listed program;
- h). In addition, providers must supply information on the costs for WIA participants to participate in the program.

3.8 Providers must also supply "seed data", which consists of data on individuals that will be used to calculate a providers' performance attainment for subsequent eligibility for continued listing on the ETPL. Providers must have the capacity to track and report demographic data on both WIA and non-WIA individual participants [i.e.: social security numbers, age, ethnicity, etc.] and whether each individual has completed training, received a license, certificate, or degree, etc.

4.0 ASSURANCES AND CERTIFICATIONS

- 4.1 The Provider assures and certifies that it will comply with the following public laws, Acts, rules and regulations:
- a). The Civil Rights Act of 1964 (Public Law 88-352) Title VI and VII to ensure no portion of it's program activity will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, sex, age, disability or political affiliation or belief. And it will provide employment and training services to those most in need of them, including, but not limited to, low income persons, individuals with disabilities, persons facing barriers to employment commonly experienced by older workers, youth and persons of limited English speaking ability. [Sec. 188(A)(1 & 2)]
 - b). Public Law 94-142, Section 503, which ensures that there is physical access to the site and program/activity for persons with functional impairments; that service to the disabled population will be facilitated by adapting training materials and/or program design will meet their need(s).
 - c). Wagner-Peyser Act, as amended, and it's applicable regulations as they may exist from time to time during the course of this contract.
 - d). Requirements and provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
 - e). Section 195 (6) of WIA which states that no activity may be provided with financial assistance under WIA which involves political activities.
 - f). Administrative provisions of the U.S. Department of Labor, Federal Regulations (at CFR 29-70) and the Office of Management and Budget (OMB) Circulars A-87 and A102, Sections 206-1 through 206-4 of 41 CFR 29-70 governing accountability for funds, allowable costs and necessity of costs, payment for and valuation of matching funds; and with Office of Management and Budget (OMB) Circulars A-110, A-128 and A-133 as applicable, relative to compliance with audit requirements.
 - g). Requirements of Federal Law and State regulations issued pursuant to the Workforce Investment Act (WIA) of 1998 (Public Law 105-220), heretofore and herein described as the Act, and will comply with other applicable Federal, State and Local Laws relating to funding under the Act as they may exist during the performance of this contract.
 - h). Section 195 (2) of the Act which requires that funds provided under the Act shall be used only for activities which are in addition to those which would otherwise be available in the area in the absence of such funds.
 - i). Costs charged to the program shall be consistent with those normally charged in like circumstances in non-federally funded sponsored activities.

4.0 ASSURANCES AND CERTIFICATIONS, cont.

- j). It will strictly maintain the confidentiality and security of all participant files. Other than the name, information shall not be divulged regarding participants under this contract except as otherwise specified under the Act or it's regulations. No information shall be divulged which, normally, would not be available for it's own employees or which has been obtained from applications, tests, interviews, or other documents without the express permission of the participant, except as may be necessary for purposes of performance or evaluation to persons having authorized responsibility under the applicable grant/contract and to the extent necessary for proper administration by the Provider and/or the ONE-STOP.
- k). Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used, or to be used, for sectarian instruction or religious worship, except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants. [Sec. 188 (a)(3)]

The following Public Laws will also be adhered to by the Provider:

- l). The Americans with Disabilities Act of 1990
- m). The Davis-Bacon and Fair Labor Standards Act of 1938
- n). The Age Discrimination Act of 1975
- o). The Copeland (Anti-Kickback) Act
- p). The Single Audit Act of 1984 (for Contractors receiving more than \$500,000.00/yr.)
- q). Title IX of the Education Amendment of 1972, as amended
- r). The Non-Traditional Employment for Women Act of 1991

4.2 Additionally, the Provider assures and certifies:

- a). The maintenance of a healthy, safe work and training environment;
- b). The existence and maintenance of adequate administrative and accounting controls, personnel standards, evaluation procedures and training capabilities to perform and complete all training and contractual aspects;
- c). That the information in this agreement is true and correct. The signing of this agreement has been fully authorized in accordance with the laws, policies, and procedures governing the Provider as a legal entity.
- d). Provider certifies and/or stipulates that the same courses and related tuition costs are the same as those offered and assessed to the general public or other participants or students from any other program.
- e). That it complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- f.) The awareness and understanding of 20 CFR, Section 627.420 (h)(2) in accordance with said Section, the ONE-STOP, as the Local Workforce Investment Area (LWIA), retains the rights to any and all products or systems developed by the Provider as a result of this agreement. The ONE-STOP also retains the rights to any and all documents and data generated or collected during the course of this agreement unless specifically notified to the contrary by the ONE-STOP.

4.0 ASSURANCES AND CERTIFICATIONS

- g). That it complies with the Sweatfree Code of Conduct:**

All contractors contracting for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor, or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The Contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Contractor, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph "a" of the Sweatfree Code of Conduct.

5.0 BILLING AND INVOICES

- 5.1 Payment of training services through WIA funds shall be limited to individuals who:
- Are unable to obtain other state, federal, or local grant assistance to cover training costs, including, but not limited to PELL grants and/or Welfare-to-Work (WtW) funds OR
 - Require assistance beyond the level made available under any other grant assistance programs. [WIA §134 (d)(4)(B)(i)(I & II)]
- 5.2 All grant assistance for which the participant has been determined eligible will be documented and taken into consideration when developing the Individual Employment Plan (IEP). Further, any grant assistance received by the participant will be applied first to the training costs (TUITION), prior to obligating any WIA funds through the execution of the Individual Training Account Form.
- 5.3 Under no circumstances is WIA-funded training to be made conditional upon the application for, or the receipt of, any type of student loan. Resolution of any unpaid, established, and recognized incurred costs shall be between the Provider, the ONE-STOP and the appropriate funding source.
- 5.4 Provider is advised that moneys paid to it may have to be returned to the ONE-STOP should any of the following conditions arise:
- Over-billing, in which case the ONE-STOP has the right to correct the billing and remit only the proper amount;
 - Over-payment in which case the ONE-STOP has the right to deduct the amount of overpayment from future billings, or to request immediate repayment of the amount of the overpayment;
 - Disallowed costs where auditing and/or monitoring reveals improper or fraudulent practices or any substantial violation of the Act, State or Federal regulation and policy. Provider shall be liable for repaying moneys received under this agreement from any other funds available to the Provider in the amounts determined to be disallowed by the audit.
 - A provider whose ETPL eligibility has been terminated under the terms described in Section 1.12 (c & d) of this contract shall be liable for the repayment of all WIA funds received for that program during any period of non-compliance. [WIA §122 (f)(3)]
- 5.5 Provider shall maintain full, separate and individual ONE-STOP participant financial records of funds received from the ONE-STOP and from any other source, which shall be made available to the ONE-STOP, the State and Federal government and/or their authorized representatives.

6.0 REFERRAL/ENROLLMENT/TRACKING PROCEDURES

6.1 ONE-STOP APPLICANT REFERRAL PROCEDURE

Potential candidates are referred to the Provider using the ONE-STOP Classroom Training Introduction Letter. The ONE-STOP Case Manager will complete and sign the top segment of the form. Applicants will be instructed to call the Provider for an appointment and hand carry the form to the appointment.

The Provider is instructed to report the results of their pre-testing/screening procedure back to the ONE-STOP using the Provider's reply portion of the ONE-STOP Introduction Letter. Successful applicants must return to the ONE-STOP Case Manager for enrollment consideration. Applicants who do not meet the Provider's admissions criteria must return to the ONE-STOP Assessment Counselor for alternative referrals.

The ONE-STOP Case Manager will issue the Individual Referral Form to training eligible participants only. Forms may be distributed to the Provider and returned to the One-Stop by FAX, by mail, or via the participant (hand carried).

The Provider must include a cost detail, testing results, and any other pertinent information in the places noted in Provider Section of the ONE-STOP Introduction Letter.

6.2 PROVIDER PRE-TESTING/SCREENING PROCEDURE

Will be performed in accordance with the procedure described in the current catalogue, or in accordance with a description supplied by the provider in a written addendum to this contract.

6.3 HOURS OF BUSINESS/COURSE SCHEDULE

If the provider's hours of business and course schedule are not included on the ETPL, they will be provided the ONE-STOP in a written addendum to this contract. The expected start date for any individual student being enrolled will be identified for the ONE-STOP Case Manager in the space provided on the ONE-STOP Individual Referral Form.

6.4 ADMISSIONS REQUIREMENTS

Any admissions requirements or program prerequisites must be listed on the ETPL or on an addendum to this agreement.

6.5 ENROLLMENT PROCEDURE

To avoid any misunderstanding by a candidate, under no circumstances will the Provider infer, or otherwise suggest, to any candidate that the ONE-STOP will accommodate any fees, tuition, or guarantees of enrollment until the ONE-STOP has approved and executed an Individual Training Account Form.

The Provider will complete the appropriate section of the ONE-STOP Referral Form upon completion of the application process, itemizing all program costs, as listed on the ETPL, including but not limited to: tuition, books, fees, uniforms, supplies and tools. The Referral Form also will record the program start date and all other information necessary for the ONE-STOP Case Manager and the participant to make an informed decision to commence training.

6.0 REFERRAL/ENROLLMENT/TRACKING PROCEDURES, cont.

6.5 ENROLLMENT PROCEDURE

CONFIRMATION OF ENROLLMENT IS THE COMPLETION AND EXECUTION OF THE INDIVIDUAL TRAINING ACCOUNT FORM. The ITA will recap the training program and cost information, listed below. The executed ITA will require the signature of the provider, the participant, and the ONE-STOP.

- The program's total cost;
- The type(s) and amount(s) of all non-WIA financial assistance being applied to the cost of training;
- The amount of WIA-funding obligated by the ITA;
- Any time limit, funding cap or other restrictions being placed on the ITA;
- The amount of the participant's contribution toward the cost of training, if any.
- The type(s) and projected level(s) of WIA-funded and/or other supportive services that will be needed to successfully complete training.

6.6 ORIENTATION PROCEDURE

The contractor will perform an orientation explaining school procedures and expectations within the first day of program, or as described in the current catalogue.

6.7 ATTENDANCE POLICY

The Provider will report student attendance to the ONE-STOP on a semi-monthly basis using the ONE-STOP Classroom Training Timesheet or a standard school attendance report.

Specific attendance policies, not addressed in the current provider catalog must be submitted to the ONE-STOP in the form of an addendum to this contract.

6.8 FOLLOW-UP POLICY (REPORT ON STUDENT PROGRESS)

The Provider will report student progress to the ONE-STOP on a semi-monthly basis. Documentation must be in the form of a school progress report, or through notes included in "comments" section of the ONE-STOP Classroom Training Timesheet.

6.9 BOOKS, EQUIPMENT, SUPPLIES

The cost of books, uniforms, fees, and/or supplies for each class must be listed on the ETPL. The total costs for each student must be itemized on the ONE-STOP Individual Training Account Form, as part of the enrollment process, and to facilitate the preparation of the Individual Training Account Form. The method of payment is stated in Section 7.0: Tuition/Fee Payment Structure.

6.10 COMPLETION OF TRAINING/GRADUATION REQUIREMENTS

The criteria for determining program completion, if not specifically outlined in the catalogue, are listed in an addendum to this contract.

6.0 REFERRAL/ENROLLMENT/TRACKING PROCEDURES, cont.

6.11 EXIT FROM TRAINING/PLACEMENT NOTIFICATION PROCEDURE

Follow-up will take place on each student every 30 days after the completion of training, or graduation, for a period of at least six months.

The Provider will report all exits from training, regardless of the reason, as well as training completions and job placements to the ONE-STOP, using the TRAINING EXIT FORM. Documentation will reflect efforts and/or contacts made with the completers, by date. Contact made between these time frames will be recorded in the student documentation form. Employment verification will be done at the time of contact with the completer. Employers will also be contacted by the ONE-STOP to verify employment.

6.12 PLACEMENT ASSISTANCE

The provider will provide job referrals and personnel services to current and former students to assist with job placement for a period to encompass not less than the first full calendar quarter after the quarter in which the individual has completed training. Further contact and placement services may be necessary to verify the participant's employment and income status for the full period of follow-up mandated by WIA.

7.0 TUITION/FEE PAYMENT SCHEDULE

- 7.1 Billing and invoicing for payment of the tuition and fees for each properly enrolled ONE-STOP student shall be prepared and submitted to the ONE-STOP on the ONE-STOP Classroom Training Billing Request Form, in accordance with the schedule described below.

Upon review and approval of the invoices and their supporting documentation, the ONE-STOP will authorize payment to be made to the Provider at the earliest possible time.

- 7.2 The ONE-STOP will be responsible for the payment of costs obligated to the WIA Title I Adult and/or Dislocated Worker Program ONLY, as listed on the Individual Training Account Form. The ONE-STOP will make payment based upon the total WIA-obligated program costs, as listed on the ITA, minus any federal, state, or local financial assistance received by the student, not to exceed any limit to the ITA amount which may be set by the WIB.

Total Training Cost - Student Financial Assistance = WIA Obligation

- 7.3 Payments to the provider will be made in accordance with the following timetable:

PAYMENT TIMETABLE

PAYMENT #1: AT ENROLLMENT	30% OF TOTAL PROGRAM COST
PAYMENT #2: AT MIDPOINT	30% OF TOTAL PROGRAM COST
PAYMENT #3: TRAINING COMPLETION	25% OF TOTAL PROGRAM COST
PAYMENT #4: UPON PLACEMENT	10% OF TOTAL PROGRAM COST
PAYMENT #5: 6 MONTH RETENTION	5% OF TOTAL PROGRAM COST

7.4 DOCUMENTATION FOR BILLINGS

The following documentation must be submitted with the ONE-STOP Classroom Training Billing Request Form.

PAYMENT #1: Copy of Individual Training Account Form.

PAYMENT #2: Copy of student progress report documenting the midpoint of training, along with documentation that the student has received books, materials and supplies, signed by the student.

PAYMENT #3: Copy of TRAINING EXIT FORM documenting the completion of training.

PAYMENT #4: Copy of TRAINING EXIT FORM documenting job placement. The placement will be verified by ONE-STOP staff prior to processing the payment.

PAYMENT #5: Copy of TRAINING EXIT FORM documenting placement in a job 6 months after program completion. The job at 6 month retention may be with a different employer than the job at placement. The placement will be verified by ONE-STOP staff prior to processing the payment.

INSTRUCTION

OCTOBER 10, 2006

TOPIC: AGREEMENT – CONTRACT EDUCATION SERVICES

The district desires to enter into an agreement with Contract Education Services with Solera at Apple Valley for the course, Beginning Mosaics that is offered from October 17, 2006 to November 14, 2006.

Fiscal Impact: Income to the District.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Contract Education Service agreement with Solera at Apple Valley for the course, Beginning Mosaics that is offered from October 17, 2006 to November 14, 2006.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NO x NOT APPLICABLE ___

I recommend the Board of Trustees approve this item

John A. Rude for M. Torraici
Deputy Superintendent/Executive
Vice President, Instruction

Date 9-18-06

I recommend the Board of Trustees approve this item

Louis E. Zellers
Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

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Contract Education Services
18422 Bear Valley Rd.
Victorville, CA 92395
760.245.4271 Ext. 2471

LETTER OF AGREEMENT BETWEEN SOLERA AT APPLE VALLEY
AND VICTOR VALLEY COLLEGE DISTRICT

SOLERA AT APPLE VALLEY

Date: 9-18-06

This agreement is made and entered into this Monday, September 18, 2006 between VICTOR VALLEY COMMUNITY COLLEGE (hereinafter referred to as "VVCD"), and Solera at Apple Valley, hereinafter referred to as "CONTRACTOR", at 19311 Jess Ranch Parkway, Apple Valley, CA 92308.

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

Now, therefore VVCD and, CONTRACTOR, agree as follows:

1. The period of this agreement shall begin on October 17 thru November 14, 2006.
2. Name and description of class(es) or event(s) to be instructed by VVCD:

Beginning Mosaics

In this hands-on workshop, you will actually create a mosaic. We will cover a short history of mosaics, the use of various tiles and techniques, and then get right down to the creation of your own art piece. You will learn color balancing, grouting and finishing.

This class is to be conducted at Solera at the Apple Valley facility. The instructor for this course is John Margotta who is a contracted employee at VVCD.

3. Date(s) and time(s) of classes to be instructed by VVCD: Tuesdays, October 17 thru November 14 2006; 1:00pm - 3:00pm.
4. Class dates: October 17, 24 and 31; November 7 and 14.
5. CONTRACTOR shall pay VVCD for instructional services as follows: cost of training at \$60 per participant, for 5 days during the duration of this contract. There will be an additional cost of \$40.00 paid to the instructor in class for materials: Tile sponge, Offset Tile Nippers, Plastic Grout Float, Pointing Trowel, Safety Goggles, 12"X12" Plywood Base, 4"X4" ceramic Tiles.

6. CONTRACTOR agrees to provide adequate insurance for their employees. (Certificate of Consent to Self-Insure is attached)
7. Neither party shall assign this Agreement or any part thereof without the written consent of the other party.
8. VVCD shall not discriminate in the selection of any manager or employee to receive instruction, pursuant to this Agreement, because of race, creed, color, national origin, ancestry, disability, sex, age or service as a veteran.
9. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to use of aforesaid facilities or instruction and contains all covenants and agreements between the parties with respect thereto. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise have been made by any party, or by anyone acting on the behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained herein shall be valid or binding. Any modification shall be effective only if it is in writing and signed by the party to be charged in the form of an amendment to this Agreement.

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

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT/Victorville, CA

Recommended by *Deborah Potts* Date 9-18-06
 Deborah Potts, Administrative Secretary II

Instructor *John Margotta* Date 9-18-06
 John Margotta, Contracted Employee

By *John A. Pude for M. Tortorici* Date 9-18-06
 Dr. Marianne Tortorici, Deputy Superintendent/ Executive V.P., Instruction

SOLERA AT APPLE VALLEY (CONTRACTOR)

By *Lyna Thoen*
 (Print Name)

By *Lyna Thoen* Date 9-18-06
 (Signature)

INSTRUCTION

OCTOBER 10, 2006

TOPIC: AGREEMENT – FEDERAL BUREAU OF PRISONS

The district desires to exercise option year three of the U.S. Department of Justice, Federal Bureau of Prisons for a Certified Program in ASE Automotive Repair Services for the Federal Correctional Institution in Victorville, California. Contract period is from October 1, 2006 through September 30, 2007.

Fiscal Impact: Income of \$138,000.00 to the District

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement to exercise option year three of the U.S. Department of Justice, Federal Bureau of Prisons for the Certified Program, RFQ 61603-016-4, in ASE Automotive Repair Service for the Federal Correctional Institution in Victorville, California. Contract period is from October 1, 2006 through September 30, 2007. Services to be provided include college credit courses.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NO NOT APPLICABLE ___

I recommend the Board of Trustees approve this item

John A. Rude for M. Tortorici
Deputy Superintendent/Executive
Vice President, Instruction

Date 9-18-06

I recommend the Board of Trustees approve this item

Louise E. Zellers
Interim Superintendent/President

Date 9-22-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____



U.S. Department of Justice

Federal Bureau of Prisons

COPY

Administrative Division

Field Acquisition Office
U.S. Armed Forces Complex
Grand Prairie, TX 75051

August 21, 2003

Re: RFQ 61603-0016-4, ASE Certified Automotive Repair Program
Federal Correctional Institution, Victorville, California

Dear Offeror:

Enclosed is a solicitation package prepared by the Federal Bureau of Prisons, Field Acquisition Office, for the acquisition of a Certified Program in ASE Automotive Repair Services for the Federal Correctional Institution in Victorville, California. Services to be provided include college credit courses for the above mentioned Certificate Program. This package contains all the necessary information for submitting a proposal for evaluation.

In submitting proposals, offerors should consider all information provided herein. Please carefully follow all instructions located in the solicitation package concerning the content, format, and submission of proposals. Detailed information can be located in Section A.12.1 of the solicitation.

Quotations shall be received on or before the deadline of September 12, 2003, at 2:00pm cst. Proposals shall be submitted to the following address:

**Paul M. Haines, Contract Specialist
Federal Bureau of Prisons
Field Acquisition Office
U.S. Armed Forces Reserve Complex
346 Marine Forces Drive
Grand Prairie, Texas 75051**

Mailed and hand-carried proposals must be delivered to the Contracting Officer at the address shown above no later than the time specified as the deadline for receipt of proposals.

The official point of receipt for hand-carried proposals will be in the receptionist's area of the first floor at the address listed above. Please do not submit proposals to any location other than the one listed above. Proposals received after the deadline will not be considered. Please place any questions you may have in writing and fax them to (972) 352-4546 to my attention or email me at phaines@bop.gov. We will consider all questions received and provide responses, where

appropriate.

If you have any other questions, please feel free to call me at (972) 352-4512.

Sincerely,

Paul M. Haines, Contract Specialist
Federal Bureau of Prisons
Field Acquisition Office

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12,17,23,24, & 30

1. REQUISITION NUMBER: 0781
 PAGE OF PAGES: 1 / 37

2. CONTRACT NO. _____ 3. AWARD/EFF. DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER: RFQ 61603-0016-4
 6. SOLICITATION ISSUE DATE: 08/21/2003

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Paul M. Haines b. TELEPHONE NUMBER (No collect calls): (972) 352-4512
 8. OFFER DUE DATE/ LOCAL TIME: 09/12/2003 2:00pm cst

9. ISSUED BY CODE: 07001
 Dept of Justice/Bureau of Prisons
 Field Acquisitions Office
 Armed Forces Reserve Complex
 346 Marine Forces Drive
 Grand Prairie TX 75051
 10. THIS ACQUISITION IS:
 UNRESTRICTED
 SET ASIDE _____ % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A) NAICS: 611210
 SIZE STANDARD: \$06.0 MILLION
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:
 SEE SCHEDULE
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 12. DISCOUNT TERMS: _____
 13b. RATING: _____

15. DELIVER TO CODE: _____ DELIVERY DATE: _____ 16. ADMINISTERED BY CODE: _____
 Dept of Justice/Bureau of Prisons
 FCI-Victorville
 13777 Air Expressway Blvd
 Victorville CA 92394
 Same as block 15

17a. CONTRACTOR/ OFFEROR CODE: _____ FACILITY CODE: _____ 18a. PAYMENT WILL BE MADE BY CODE: _____
 Dept of Justice/Bureau of Prisons
 FCI-Victorville
 13777 Air Expressway Blvd.
 Victorville, CA 92394
 Attn: Accounts Payable
 PHONE: _____ FAX: _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER. 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	To provide an Automotive Service Excellence, Certified Motor Vehicle Repair program to the inmate population at FCI - Victorville. See Statement of Work.	0			

25. ACCOUNTING AND APPROPRIATION DATA: FPO61603G1 26. TOTAL AWARD AMOUNT (For Govt Use Only): _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____

30a. SIGNATURE OF OFFEROR/CONTRACTOR: _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): _____
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): _____ 30c. DATE SIGNED: _____ 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Paul M. Haines 31c. DATE SIGNED: _____

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SOLICITATION/CONTRACT FORM

A.1 STATEMENT OF WORK/SPECIFICATION

STATEMENT OF WORK

A. Introduction

The Federal Bureau of Prisons, Field Acquisition Office, Grand Prairie, Texas intends to make a single award to a responsible entity for the provision of Automotive Service Excellence, Certified Motor Vehicle Repair, for the Federal Correctional Institution, located in Victorville, California.

B. Place of Performance

The Contractor shall perform all services in the UNICOR shop area at the Federal Correctional Institution located at 13777 Air Expressway Blvd., Victorville, California 92394.

C. Description of Services

The contractor shall make available, on a non-discriminatory basis, college courses, conduct and provide instruction to inmates in three of the following six courses per year:

- * 5 unit course in Automotive Automatic Transmission Overhaul. This course will count as college credit hours.
- * 5 unit course in Automotive Standard Transmissions and Differential Overhaul. This course will count as college credit hours.
- * 4 unit course in Automotive Heating and Air Conditioning Systems. This course will count as college credit hours.
- * 4 unit course in Automotive Suspension and Alignment. This course will count as college credit hours.
- * 4 unit course in Automotive Electrical/Electronic System Repair. Credit for this course will count as college credit hours.
- * 4 unit course in Automotive Brakes. Credit for this course will count as college credit hours.

Classes to be completed during the contract period Date of Award (approximately October 1, 2003) through September 30, 2004 and in option years one through four, assuming the option years are exercised, are as follows:

Base Year: October 1, 2003 through September 30, 2004

Automotive Automatic Transmission Overhaul
Automotive Suspension and Alignment
Automotive Electrical/Electronic System Repair

Option Year 1: October 1, 2004 through September 30, 2005

Automotive Standard Transmissions and Differential Overhaul
Automotive Heating and Air Conditioning Systems
Automotive Brakes

Option Year 2: October 1, 2005 through September 30, 2006

**Automotive Automatic Transmission Overhaul
Automotive Suspension and Alignment
Automotive Electrical/Electronic System Repair**

Option Year 3: October 1, 2006 through September 30, 2007

**Automotive Standard Transmissions and Differential Overhaul
Automotive Heating and Air Conditioning systems
Automotive Brakes**

Option Year 4: October 1, 2007 through September 30, 2008

**Automotive Automatic Transmission Overhaul
Automotive Suspension and Alignment
Automotive Electrical/Electronic System Repair**

The Contractor will provide terminal Certificate of Completion, documenting the inmate's specific proficiencies in the above subjects for each inmate who completes at least three of the six available courses. The contractor will make arrangements for the administration of all ASE certification exams, within the secure confines of FCI Victorville, for each inmate who successfully completes any of the above classes.

D. Supplies and Fees

Registration fees, tuition, lab fees, ASE testing/certification and administrative fees, and any incidental fees, will be included in the contract price. The contractor will supply all workbooks, textbooks and classroom materials.

E. Schedule

The Contractor will provide services during the day between the hours of 7:45am - 10:45am and /or 11:45am - 2:45pm or other hours as agreed to by the Supervisor of Education or UNICOR Factory Manager, for an estimated two sessions per week (a session is defined as 1 six hour period of instruction). Specific dates for the classes will be determined by the Supervisor of Education and the Contractor. Class size will be up to 25 inmate students per course or as determined by the Supervisor of Education. The instructor(s) shall be required to attend a 4 hour orientation program on safety/security procedures for the institution. Students will be selected by the Supervisor of Education. Academic schedules proposed in accordance with the above will apply except in the event of institutional emergencies and Federal holidays.

F. Specific Qualifications

The Contractor must be a community or junior college listed in the directory entitled Accredited Institutions of Higher Education, Western Association of Schools and College.

All Contractor staff assigned to provide instructional services as part of this contract must be appropriately licensed/certified and have at least two years teaching experience in the classroom setting.

The Contractor shall provide pre-approved and qualified personnel to act as an alternate instructor in the event of the primary instructor's absence, or the class will be extended additional session(s) to complete the course curriculum.

G. Program Management

The Contractor will take attendance daily on a roll sheet provided by the institution, noting and reporting all absences. The roll sheet will be turned in to the Supervisor of Education or a UNICOR manager at the conclusion of each class. Any inmate who has more than two unexcused absences will be dropped from the course. Any files or records that the need to be maintained by the Contractor are subject to the Privacy clauses referenced in this solicitation.

H. Institution Security

The Contractor and instructors will adhere to all regulations prescribed by the institution for the safety, custody, and conduct of inmates. The instructor(s) shall be required to attend a 4 hour orientation program on safety/security procedures for the institution, this program will be included in the contract price.

I. Inmate Management

Provisions of this contract will require frequent and unsupervised contact with inmates. The contractor will not be responsible for the management of inmates, other than to ensure that those inmates involved in activities within the contractor's scope of work shall abide by all rules in effect to ensure their safety and well being. The contractor is to report any infractions by an inmate to the Supervisor of Education or a UNICOR manager..

J. Performance Period

a. The period of performance for this contract will be from the Date of Award (DOA), approximately October 1, 2003 through September 30, 2004, with four option years to follow the base year as follows:

Option 1: October 1, 2004 through September 30, 2005

Option 2: October 1, 2005 through September 30, 2006

Option 3: October 1, 2006 through September 30, 2007

Option 4: October 1, 2007 through September 30, 2008

K. Contract Pricing

PLEASE COMPLETE THE FOLLOWING INFORMATION WHEN PREPARING YOUR QUOTE FOR THE BASE YEAR AND OPTION YEARS.

PRICING WILL BE BY THE COURSE. SOLICITATION WILL BE EVALUATED ON PRICE FACTORS.

Base Year: October 1, 2003(DOA) through September 30, 2004

Automotive Automatic Transmission Overhaul 1 course X \$ _____

Automotive Suspension and Alignment 1 course X \$ _____

Automotive Electrical/Electronic System Repair 1 course X \$ _____

TOTAL FOR BASE YEAR \$ _____

Option Year 1: October 1, 2004 through September 30, 2005

Automotive Standard Transmissions and Differential Overhaul 1 course X \$ _____

Automotive Heating and Air Conditioning Systems 1 course X \$ _____

Automotive Brakes 1 course X
\$ _____

TOTAL FOR OPTION YEAR 1 \$ _____

Option Year 2: October 1, 2005 through September 30, 2006

Automotive Automatic Transmission Overhaul 1 course X \$ _____

Automotive Suspension and Alignment 1 course X \$ _____

Automotive Electrical/Electronic System Repair 1 course X \$ _____

TOTAL FOR OPTION YEAR 2 \$ _____

Option Year 3: October 1, 2006 through September 30, 2007

Automotive Standard Transmissions & Differential Overhaul 1 course X
\$ _____

Automotive Heating and Air Conditioning Systems 1 course X
\$ _____

Automotive Brakes 1 course X
\$ _____

TOTAL FOR OPTION YEAR 3 \$ _____

Option Year 4: October 1, 2007 through September 30, 2008

Automotive Automatic Transmission Overhaul 1 course X \$ _____

Automotive Suspension and Alignment 1 course X \$ _____

Automotive Electrical/Electronic System Repair 1 course X \$ _____

TOTAL FOR OPTION YEAR 4 \$ _____

TOTAL QUOTE FOR THE BASE YEAR AND FOUR OPTION YEARS:
\$ _____

In accordance with FAR 52.219-23, Notice of Price Evaluation Adjustment of Small Disadvantaged Business Concerns, paragraph(b)(1), quotes will be evaluated by adding a factor of 10 percent to the price of all offers, except:

(i) Quotes from small disadvantaged business concerns that have not waived the adjustment.

In accordance with 52.219-23, paragraph (c), a small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to quotes that waived the adjustment.

Small Disadvantaged Business offerors must complete by checking one of the following blocks:

_____ Offeror elects not to waive the adjustment.

_____ Offeror elects to waive the adjustment.
