



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

Date: May 13, 2008

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

AGENDA

This meeting will be electronically recorded

CALL TO ORDER AND ROLL CALL

6 p.m.

PLEDGE TO THE FLAG

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

PUBLIC SESSION

PUBLIC COMMENTS RELATED TO AGENDA ITEMS

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

SUPERINTENDENT/PRESIDENT'S REPORT

- Faculty Senate

5. CONSENT AGENDA

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

Approval of consent items.

YES ___ NO ___

5.1 Approval of the minutes of the April 8, 2008 regular Board meeting

5.2 Renewal – Library Online Database Subscriptions

Approval of the renewal of the online database subscription for the library to support academic research and student learning. Fiscal Impact: Budgeted item, not to exceed \$16,458.64

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

- 5.3 Renewal – License Agreement - Eureka
Approval of the license renewal with Eureka, a career exploration program to enable students to explore various occupations and view current labor market information. Fiscal Impact: Budgeted item, Matriculation funds, not to exceed \$3,700.00.
- 5.4 Agreement – Community Hospice of Victor Valley
Approval of an agreement between Community Hospice of Victor Valley and Victor Valley Community College District to provide clinical learning facilities that allow Allied Health, Nursing, and other health sciences programs to utilize medical facilities for student clinical learning rotations beginning July 1, 2008. Fiscal Impact: None
- 5.5 Agreement – Knolls West Convalescent Care
Approval of an agreement between Knolls West Convalescent Care of Victor Valley and Victor Valley Community College District to provide clinical learning facilities that allow Allied Health, Nursing, and other health sciences programs to utilize medical facilities for student clinical learning rotations beginning July 1, 2008. Fiscal Impact: None
- 5.6 Agreement – Apple Valley Care Center
Approval of an agreement between Apple Valley Care Center of Victor Valley and Victor Valley Community College District to provide clinical learning facilities that allow Allied Health, Nursing, and other health sciences programs to utilize medical facilities for student clinical learning rotations beginning July 1, 2008. Fiscal Impact: None
- 5.7 Agreement – Herb Brar, M.D.
Approval of an agreement between Herb Brar, M.D. Valley and Victor Valley Community College District to provide clinical learning facilities that allow Allied Health, Nursing, and other health sciences programs to utilize medical facilities for student clinical learning rotations beginning July 1, 2008. Fiscal Impact: None
- 5.8 Agreement – Ram Kamath, M.D.
Approval of an agreement between Ram Kamath, M.D. and Victor Valley Community College District to provide clinical learning facilities that allow Allied Health, Nursing, and other health sciences programs to utilize medical facilities for student clinical learning rotations beginning July 1, 2008. Fiscal Impact: None
- 5.9 Agreement – Visiting Nurses Association
Approval of an agreement between Visiting Nurses Association and Victor Valley Community College District to provide clinical learning facilities that allow Allied Health, Nursing, and other health sciences programs to utilize medical facilities for student clinical learning rotations beginning July 1, 2008. Fiscal Impact: None
- 5.10 Contract Education Services – Carniceria Market
Ratification of the agreement between Victor Valley Community College District and Carnicera Market to obtain a food handlers certification card from March 11, 2008 through March 11, 2009. Fiscal Impact: \$300.00 to the District.
- 5.11 Contract Education Services – Denny's Restaurant
Ratification of an agreement between Victor Valley Community College District and Denny's Restaurant to obtain a food handlers certification card from March 13, 2008 through March 13, 2009. Fiscal Impact: \$600.00 to the District.

- 5.12 Contract Education Services – Quigley's
Ratification of an agreement between Victor Valley Community College District and Quigley's Restaurant to obtain a food handlers certification card from March 13, 2008 through March 13, 2009. Fiscal Impact: \$600.00 to the District.
- 5.13 Contract Education Services – Apple Valley Kennel Club
Ratification of an agreement between Victor Valley Community College District and Apple Valley Kennel Club to provide beginning and intermediate dog training from July 10, 2008, 2008 through November 13, 2008. Fiscal Impact: \$5,000.00 to the District.
- 5.14 Contract Education Services – Mollie's Kountry Kitchen
Ratification of an agreement between Victor Valley Community College District and Mollie's Kountry Kitchen to obtain a food handlers certification card from April 4, 2008 through April 4, 2009. Fiscal Impact: \$300.00 to the District.
- 5.15 Agreement – Gerald Bryant, Bonavita Quinto McCallum, Jeanette Velasquez, and Michael Paul Wong
Ratification of an agreement with Gerald Bryant, Bonavita Quinto McCallum, Jeanette Velasquez, and Michael Paul Wong for the facilitation of culturally sensitive workshops, conduct follow-up of faculty attendees and provide assistance and guidance to participants who are incorporating culturally sensitive approaches in their classroom curriculum. Dates of service will be April 30, 2008 through June 30, 2008. Fiscal Impact: Title V Independent Grant, budgeted item, not to exceed \$5,000.00
- 5.16 Renewal Agreement – Redlands Community Hospital
Approval of the renewal agreement between Redlands Community Hospital Association and Victor Valley Community College District that was previously approved on April 1, 2005. This agreement is to provide clinical learning facilities that allow Health Sciences disciplines for student clinical rotations. Fiscal Impact: None
- 5.17 Curriculum Changes
Approval of the curriculum changes that have been recommended by the College Curriculum Committee. Fiscal Impact: None
- 5.18 Outside Contractor Fees
Approval of the payment of outside contractor fees for Liebert Cassidy & Whitmore. Fiscal Impact: \$2,110.00.
- 5.19 Renewal Agreement – People Admin, Inc.
Approval of the payment of the service fee to People Admin to continue using the applicant tracking system and position management module. PeopleAdmin provides an automated, internet-based system for accepting and processing employment applications. Fiscal Impact: \$31,200.00
- 5.20 Agreement – Medrano's Paving
Ratification of the agreement with Medrano's Paving to complete repairs to parking lot #14. Fiscal Impact: \$12,640.00 from Redevelopment Funds.
- 5.21 Agreement – A.J. Beinschroth, DBA Beinschroth Family Trust
Ratification of the agreement with A.J. Beinschroth, DBA Beinschroth Family Trust for the purchase of free production water. Fiscal Impact: Budgeted Item, \$39,000.00
- 5.22 Agreement – Michael D. Hanify, DBA White Bear Ranch
Ratification of the agreement with Michael D. Hanify, DBA White Bear Ranch for the purchase of free production water. Fiscal Impact: Budgeted Item, \$840.00

- 5.23 Donation of Surplus Property
Approval to declare desk units as surplus and allow the district to donate these desk units to Encore Junior & Senior High School for the Performing & Visual Arts. Fiscal Impact: None
- 5.24 Notice of Completion – Best Contracting Services, Inc.
Approval of the Notice of Completion for the work done by Best Contracting Services, Inc. to repair roofs of building 10A, 12B, and 12C. Fiscal Impact: None
- 5.25 Board of Trustees and Payments Report
Approval of the Board of Trustees and Payments Reports. Fiscal Impact: None
- 5.26 Foundation Donations
Acceptance of donations as college property from the Victor Valley District Foundation for a total amount of \$198,730.93.
- 5.27 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.28 Notice of Completion – Advanced Technology Center
Approval of the Notices of Completion for the Advanced Technology Center. Fiscal Impact: None.
- 5.29 Notice of Completion – Speech/Drama Addition
Approval of the Notices of Completion for the Speech/Drama Addition. Fiscal Impact: None.
- 5.30 Notice of Completion – Free Standing Donor Wall
Approval of the Notices of Completion for the Free Standing Donor Wall. Fiscal Impact: None.
- 5.31 Scope of Work Addendum – RFP Planning and Development Services
Ratification of the scope of work addendum in the amount of \$19,500.00 with RGP Planning and Development Services. Fiscal Impact: \$19,500.00 - Fund 71 expenditure
- 5.32 Change Order – K.D. Acoustics – Speech/Drama Addition
Ratification of the change order with K.D. Acoustics for the Speech/Drama Addition project. Fiscal Impact: \$12,658.68 budgeted item.
- 5.33 Change Order – Champion Electric – Speech/Drama
Ratification of the change order with Champion Electric for the Speech/Drama Addition project. Fiscal Impact: \$42,982.68 budgeted item.
- 5.34 Change Order – Nibbellink Masonry Construction – Advanced Technology Center
Ratification of the change order with Nibbellink Masonry Construction – Advanced Technology Center. Fiscal Impact: \$6,886.97 budgeted item.
- 5.35 Change Order – Simmons & Wood – Speech/Drama Addition
Ratification of the change order with Simmons & Wood – Speech/Drama Addition
Impact: \$6,480.68 budgeted item.
- 5.36 Change Order – RDM Electric - Advanced Technology Center Phase II
Ratification of the change order with RDM Electric Company Inc – Advanced Technology Center. Fiscal Impact: \$12,065.82 budgeted item.

- 5.37 Change Order – RDM Electric - Advanced Technology Center
Ratification of the change order with RDM Electric Company Inc – Advanced Technology Center. Fiscal Impact: \$32,501.88 budgeted item.
- 5.38 Change Order – Caston Plastering & Drywall – Speech/Drama Addition
Ratification of the change order with Caston Plastering & Drywall Inc. – Speech Drama Addition. Fiscal Impact: \$19,517.35 budgeted item.
- 5.39 Change Order – Daart Engineering – Speech/Drama Addition
Ratification of the change order with Daart Engineering – Speech/Drama Addition
Fiscal Impact: \$9,342.68 budgeted item.
- 5.40 Change Order – AMT Systems – Speech/Drama Addition
Ratification of the change order with AMT Systems – Speech/Drama Addition Fiscal
Impact: \$42,045.58, budgeted item.
- 5.41 Change Order – Air Ex Air Conditioning – Speech/Drama Addition
Ratification of the change order with Air Ex Air Conditioning – Speech/Drama Addition.
Fiscal Impact: \$8,111.94 budgeted item.
- 5.42 Change Order – Columbia Steel – Speech/Drama Addition
Ratification of the change order with Columbia Steel – Speech/Drama Addition. Fiscal
Impact: \$13,832.00 budgeted item.
- 5.43 Change Order – United Contractors – Advanced Technology Center
Ratification of the change order with United Contractors – Advanced Technology
Center Fiscal Impact: \$30,545.00 budgeted item.
- 5.44 Change Order – T.B. Penick & Sons – Advanced Technology Center
Ratification of the change order with T.B. Penick & Sons – Advanced Technology
Center Fiscal Impact: \$13,194.36 budgeted item.
- 5.45 Change Order (Credit) – Worthington Construction – Speech/Drama Addition
Ratification of the change order with Worthington Construction – Speech/Drama
Addition. Fiscal Impact: (\$9,095.17) Credit to the District.
- 5.46 Change Order (Credit) – Inland Building Companies Div. Inland Acoustics –
Speech/Drama Addition
Ratification of the change order with Inland Building Companies Div. Inland Acoustics –
Speech/Drama Addition. Fiscal Impact: (\$4,493.00) Credit to the District.
- 5.47 Change Order (Credit) – EJ Enterprises – Speech/Drama Addition
Ratification of the change order with EJ Enterprises – Speech/Drama Addition Fiscal
Impact: (\$31,714.16) Credit to the District.
- 5.48 Change Order (Credit) – Dan Worley – Speech/Drama Addition
Ratification of the change order with Dan Worley – Speech/Drama Addition. Fiscal
Impact: (\$9,095.17) Credit to the District.
- 5.49 Change Order (Credit) – Simmons & Wood – Advanced Technology Center
Ratification of the change order with Simmons & Wood – Advanced Technology
Center. Fiscal Impact: (\$4,896.00) Credit to the District.

- 5.50 Independent Contractor Agreement – Milt Rose Investigations
Ratification of the agreement between Victor Valley Community College District and Milt Rose Investigations to conduct an investigation regarding a complaint filed. The period of this agreement is from April 16, 2008 through May 30, 2008. Fiscal Impact: Not to exceed \$1,000.00
- 6. BOARD OF TRUSTEES**
- 6.1 Separate approval of items pulled from consent agenda.
- 8. INSTRUCTION**
- 8.1 Grant Agreement – Office of Statewide Health Planning and Development YES ___ NO ___
Approval of a grant between the Office of Statewide Health Planning and Development and Victor Valley Community College district to provide assistance to cover faculty cost for the Associate Degree Nursing Program. \$80,000 to the district (\$40,000 2008-2009 academic year and \$40,000 2009-10 academic year)
- 8.2 Department Chairpersons Pay for Spring 2008 YES ___ NO ___
Approval of payment for department chairpersons for the spring term, 2007-08 academic year. Fiscal Impact: \$78,489.00 Budgeted item
- 9. STUDENT SERVICES**
- 9.1 Honorary Degree – Victor Valley Community College
Approval of the recommendation that Pierre Barrera receive an honorary degree at the 2008 commencement ceremony. Fiscal Impact: None
- 10. ADMINISTRATIVE SERVICES**
- 10.1 Award of Agreement – Asphalt Replacement – United Paving Co. YES ___ NO ___
Approval to award the contract to United Paving Co. for the completion of the asphalt replacement project. Fiscal Impact: \$461,272.00 to be funded from a one time deferred maintenance block grant and redevelopment funds.
- 10.2 Change Order – ASR Constructors – Speech/Drama Addition YES ___ NO ___
Approval of the change order with ASR Constructors for the Speech/Drama Addition. Fiscal Impact: \$99,230.68
- 10.3 Change Order – Bledsoe Masonry – Speech/Drama Addition YES ___ NO ___
Approval of the change order with Bledsoe Masonry for the Speech/Drama Addition. Fiscal Impact: \$78,168.15
- 10.4 Agreement/Resolution – Keenan & Associates: Futuris Public Entity Investment Trust Program YES ___ NO ___
Approval of the agreement and resolution with Keenan & Associates to assist the district with the establishment and maintenance of a trust of investment of funds to be used for the provision of retiree health welfare benefits. Fiscal Impact: None. Fees will be paid directly from the trust.

- 10.5 Amend Agreement – MLS Technologies YES ___ NO ___
Approval of the amendment to the agreement with MLS Technologies for consulting services to complete data warehousing and student tracking tasks before the contract ends June 30, 2008. Approximately 300 additional hours are needed to ensure tasks are completed effectively and in-house staff are trained properly. Fiscal Impact: Title V funds not to exceed \$32,000.00.
- 11. HUMAN RESOURCES**
- 11.1 New Management Position and Job Description - Executive Dean, Curriculum Development and Learning Resources YES ___ NO ___
Approval of the new job description and placement on the administrative, management, and confidential salary schedule. Fiscal Impact: \$8,587-\$10,977/month
- 11.2 New Management Position and Job Description – Dean, Health Sciences and Public Safety YES ___ NO ___
Approval of the new job description and placement on the administrative, management, and confidential salary schedule. Fiscal Impact: \$8,587-\$10,977/month
- 11.3 CSEA Agreement, Article 19 YES ___ NO ___
Approval of Article 19, Classification: details classification of positions and advancement in class. Fiscal Impact: None
- 12. INFORMATION/DISCUSSION**
- 12.1 Monthly Financial Reports
Submitted as an informational item.
- 12.2 First Reading - New Board Policy #3570 – District Smoking Policy
Submitted as an informational item.
- 12.3 First Reading - New Board Policy #3505 – Campus Disaster Preparedness and Safety/Emergency Plan
Submitted as an informational item.
- 12.4 CTA Agreement, Article 9, First Reading
Submitted as an informational item.
- 12.5 CSEA Agreement, Article 9, First Reading
Submitted as an informational item.
- 13. REPORTS (3 minute limit per report)**
The purpose of these reports is to inform the Board of Trustees regarding issues pertaining to those constituency groups.
- 13.1 Foundation
- 13.2 Employee Groups
- a) CTA
 - b) CSEA
 - c) AFT Part-Time Faculty United

14. TRUSTEE COMMENTS

- ASB

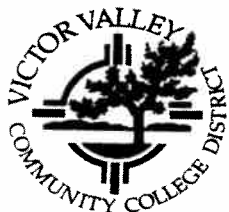
15. Public Comments Related to Non-Agenda Items

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

16. ADJOURNMENT

YES ___ NO ___

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



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

Date: April 8, 2008

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

CALL TO ORDER

5:30 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on March 11, 2008 in the Board Room of the Administration building. Mr. Range, Board President called the meeting to order at 5:30 p.m.

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

Heena Mehra arrived at 5:55 p.m.

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

PLEDGE OF ALLEGIANCE

Peter Allan led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

Mr. Nelson, Board President, announced the agenda item that the Board would consider in closed session.

1. CLOSED SESSION

- (a) Conference with Legal Counsel – Existing Litigation – Government Code 54956.9(a)
N. Halisky and C. Halisky v. Victor Valley Community College District
San Bernardino County Superior Court Case No. VCVVS 026112

PUBLIC COMMENTS ON CLOSED SESSION ITEMS: None

At: 5:32 p.m., Board President, Mr. Nelson recessed to closed session.

2. RECONVENE TO OPEN SESSION (Business Meeting)

At 6:17 p.m., Mr. Nelson reconvened the meeting in open session.

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

3. **Closed Session Report**

Mr. Nelson, Board President, announced that there was one motion to report out of closed session. In an action taken during closed session it was MSC (Valles/Underhill, 4-1) to approve the agreement between Victor Valley Community College District and Nicholas Halisky to settle all litigation between the parties. In addition, there is an amendment requesting SWAAC to assist with this situation.

Because there were no public comments cards submitted for item 11.1 Mr. Nelson moved this item forward so that Peter Allan could provide information on the agenda item.

11. **HUMAN RESOURCES**

11.1 Agreement – Stutz, Artiano, Shinoff & Holtz

Following an informational presentation by Peter Allan, it was MSC (Henderson/Underhill, 5-0) to approve the agreement with Stutz, Artiano, Schinoff & Holtz to provide legal counsel for the district. Fiscal Impact: Partners: \$250/hour, associates: \$215/hour, paralegals and law clerks: \$95/hour.

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

For the Superintendent/President's report, Dr. Silverman reported on the enrollment growth and felt that the college was doing well.

The benefits committee has been working on a benefit plan that seems to be pretty positive for all segments of employees represented on the committee. This benefit plan will be voted on in the next couple of weeks and if it turns out positive, this will be presented for consideration at the next board meeting.

- **Faculty Senate**
No report

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: Margaret Kagy and Adrienne Reynoso

5. **CONSENT AGENDA**

It was MSC (Underhill/Nelson, 5-0) to approve the consent items in one motion. With item 5.30 and 5.33 pulled for separate discussion.

5.1 Approval of the minutes of the March 11, 2008 regular Board meeting

5.2 License Agreement - Scantron

Approval of the agreement between Scantron and Victor Valley Community College District from March 12, 2008 through March 12, 2009 for software to replace and update the current scanning system. Fiscal Impact: \$10,562.00 funded through Basic Skills, CAHSEE and the SSPIRE Grant.

5.3 Out of State Travel – Student Travel

Approval for student from the Political Science Department to travel to New York, New York to attend the National Model United Nations Conference from April 20, 2008 through April 27, 2008. Students participating in the filed trip are registered students at Victor Valley Community College. Fiscal Impact: \$3,612.00

- 5.4 Agreement – Independent Contractor – Kenneth Robison
Ratification of Personal Services Agreement between Victor Valley Community College District and Kenneth Robison from July 11, 2007 through June 30, 2008. Fiscal Impact: Not to exceed \$713.61
- 5.5 Agreement – (Amended) – Independent Contractor – John Tonyan
Approval of the agreement between John Tonyan and Victor Valley Community College District to tune and service the music department and PAC pianos. The period of this agreement is from April 15, 2008 through April 30, 2008. Fiscal Impact: Not to exceed \$190.00
- 5.6 Contract Education Services – Sushiaru Restaurant
Ratification of the agreement between Victor Valley Community College District and Sushiaru Restaurant to obtain a food handlers certification card. The period of this agreement is from March 1, 2008 through March 1, 2009. Fiscal Impact: \$300.00 to the District.
- 5.7 Contract Education Services – Pho-Cali
Ratification of the agreement between Victor Valley Community College District and Pho-Cali to obtain a food handlers certification card. The period of this agreement is from February 19, 2008 through February 19, 2009. Fiscal Impact: \$300.00 to the District.
- 5.8 Contract Education Services – Los Domingos Restaurant
Ratification of the agreement between Victor Valley Community College District and Los Domingos Restaurant to obtain a food handlers certification card from March 10, 2008 through March 10, 2009. Fiscal Impact: \$300.00 to the District.
- 5.9 Contract Education Services – Domingo’s Mexican and Seafood Restaurant
Ratification of the agreement between Victor Valley Community College District Domingo’s Mexican and Seafood Restaurant to obtain a food handlers certification card from March 15, 2008 through March 15, 2009. Fiscal Impact: \$300.00 to the District.
- 5.10 Contract Education Services – City of Victorville
Ratification of the agreement between Victor Valley Community College District and City of Victorville to obtain a food handlers certification card from March 28, 2008 through March 28, 2009. Fiscal Impact: \$300.00 to the District.
- 5.11 Contract Education Services – Fresh Wok
Ratification of an agreement between Victor Valley Community College District and Fresh Wok to obtain a food handlers certification card from February 12, 2008 through February 12, 2009. Fiscal Impact: \$350.00 to the District.
- 5.12 Agreement – Central Desert Industrial Medical Group, APC
Approval of the agreement with Central Desert Industrial Medical Group, APC, for medical services through June 30, 2008. Fiscal Impact: Budgeted, not to exceed \$5,000.
- 5.13 Agreement – Identix

Approval of the agreement with Identix, Inc. for electronic fingerprinting services. Fiscal Impact: Income to the District via a \$15 fingerprint rolling fee; cost to the District is \$2 per applicant record with a maximum of \$400/month.

- 5.14 Agreement Renewal – Sixten Associates
Ratification of the agreement with SixTen and Associates for State Mandate Claim Preparation for the 2008-2009 fiscal year. Fiscal Impact: Budgeted item, not to exceed \$10,000.00.
- 5.15 Agreement – Keenan & Associates
Ratification of an agreement with Keenan & Associates to provide labor compliance services for the Seismic Retrofit Auxiliary Gymnasium project. Fiscal Impact: \$29,680.00 – Fund 71 expenditure (This project is partially State funded and a portion of this may be reimbursable through the State. Any portion that is not reimbursable has been previously budgeted.)
- 5.16 Agreement – John Griffin Construction, Inc.
Ratification of the agreement with John Griffin Construction, Inc. to supply and install coaxial cable to complete the installation of the smart classrooms at the Advanced Technology Center and Speech/Drama Addition projects. Fiscal Impact: \$3,617.20 – Fund 71 expenditure.
- 5.17 Notice of Completion – Advanced Technology Center
Approval of the Notices of Completion for the Advanced Technology Center project. Fiscal Impact: None
- 5.18 Change Order (Credit) – EJ Enterprises – Advanced Technology Center
Ratification of the change order with EJ Enterprises. Fiscal Impact: (\$615.30) credit to the district.
- 5.19 Change Order Elljay Acoustics
Ratification of the change order with Elljay Acoustics. Fiscal Impact: \$556.00 – Fund 71 expenditure
- 5.20 Change Order – Continental Flooring – Advanced Technology Center
Ratification of the change order with Continental Flooring. Fiscal Impact: \$669.00 – Fund 71 expenditure.
- 5.21 Change Order (Credit) – Inland Empire Architectural Specialties – Advanced Technology Center
Ratification of change order with Inland Empire Architectural Specialties. Fiscal Impact: (\$1,058.00) credit to the district.
- 5.22 Change Order (Credit) – Worthington Construction – Advanced Technology Center
Ratification of change order with Worthington Construction. Fiscal Impact: (\$5,466.87) credit to the district.
- 5.23 Change Order (Credit) – KCB Towers – Advanced Technology Center
Ratification of change order with KCB Towers. Fiscal Impact: (\$8,355.42) credit to the district.
- 5.24 Change Order - Pro-Craft Plumbing Company – Advanced Technology Center

Ratification of change order with Pro-Craft Plumbing Company. Fiscal Impact: \$19,250.13 – Fund 71 expenditure.

- 5.25 Change Order – Caston Plastering & Drywall – Advanced Technology Center
Ratification of change order with Caston Plastering & Drywall. Fiscal Impact: \$3,433.55 – Fund 71 expenditure.
- 5.26 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.27 Board of Trustees and Payments Report
Approval of the Board of Trustees and Payments Reports. Fiscal Impact: None
- 5.28 Foundation Donations
Acceptance of donations as college property from the Victor Valley District Foundation for a total amount of \$40,098.11.
- 5.29 Curriculum Changes
Approval of the curriculum changes that been recommended by the College Curriculum Committee. Fiscal Impact: None
- 5.30 Moved to 6.1 for separate discussion Department Chairperson's Pay for Fall, 2007.
Approval of payment for department chairperson's pay for the fall 2007 academic year. Fiscal impact: Budgeted Item, \$67,500.00
- 5.31 Clinical Affiliation Agreement
Approval of the clinical affiliation agreement between Arrowhead Regional Medical Center and Victor Valley Community College District. This agreement shall be effective for one (1) year term, commencing on the execution of this agreement by both parties and terminating one year later at which time the agreement shall automatically renew for successive one year terms thereafter. Fiscal Impact: None
- 5.32 Agreement– Independent Contractor – Allan Barbish
Approval of the agreement between Allan Barbish and Victor Valley Community College District to provide sound system for two commencement ceremonies. The period of this agreement is from June 5, 2008 through June 6, 2008. Fiscal Impact: Not to exceed \$3,000.00
- 5.33 Pulled for separate discussion. Classified New Position, Job Description – Classified Site Supervisor of Child Development Center
Approval of the new job description and placement on the classified salary schedule. Fiscal Impact: \$4310/month.
- 5.34 Management New Position, Job Description: Coordinator of Evening Operations and Programs
Approval of the new job description and placement on the management salary schedule. Fiscal Impact: \$4,652-\$5,938/month, plus benefits.
- 5.35 Rescind – Board Delegated Authorized Signatory
Approval to rescind all signatory authority for Mr. Bruce Baron, Vice President, Administrative Services effective March 31, 2008. Fiscal Impact: None

- 5.36 Electronic Signature Key
Approval of Josanna Orta as authorized electronic signature key user. Fiscal Impact: None
- 5.37 Ratification of Academic Equivalency Request – Melvin Dorrow
Ratification of the academic equivalency request for Melvin Dorrow – Fire Technology. Fiscal Impact: None
- 5.38 Agreement – Independent Contractor – JoNell Larsen
Approval of the agreement between JoNell Larsen and Victor Valley Community College District to facilitate workshops for preparation of the California High School Examination. The period of this agreement is from April 2, 2008 through May 2, 2008. Fiscal Impact: Not to exceed \$532.00 funded by the CAHSEE Grant.
- 5.39 Disaster Preparedness Resolution
Adoption of the resolution and affirm its intention to comply with the National Incident Management System (NIMS) and the State Standardized Emergency Management System (SEMS).

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda.
- 5.30 Department Chairperson's Pay for Fall, 2007.
Following discussion, it was MSC (Range/Underhill, 5-0) to approve payment for department chairperson's pay for the fall 2007 academic year. Fiscal impact: Budgeted Item, \$67,500.00
- 5.33 Classified New Position, Job Description – Classified Site Supervisor of Child Development Center
It was MS (Underhill/Nelson) to approve the new job description and placement on the classified salary schedule. Fiscal Impact: \$4310/month.
Following discussion, it was MSC (Valles/Henderson, 5-0) to remove the fiscal impact of \$4310/month.
Following further discussion, it was MSC (Range/Underhill, 3-2, Valles, No, Henderson, No) to approve the new job description and placement on the classified salary schedule with the removal of the fiscal impact of \$4310/month.
- 6.2 CCCT Board Vote
Consider one vote for each of the ten vacancies for the CCCT board.
It was MSC (Underhill/Range, 5-0) to nominate Anita Grier, Edward Ortell, Paul Fong, Mary Figueroa, Katherine Albiani, Bill McMillin, Nancy Chadwick, Carolyn Batiste, Eva Kinsman and Donald Nelson to serve on the 2008 CCCT Board of Directors.
- 6.3 Spring Valley Lake Election
Consider selecting four (4) candidates for the election of the Spring Valley Lake Association's Board of Directors.
It was MS (Range/Valles) to vote for Spring Valley Lake Association Board of Directors candidates.

Following discussion it was MSC (Underhill/Range, 5-0) to vote for Ken Bodle, Kirt Mahlum, Ernie Martell and Jill Watson for the Spring Valley Lake Association Board of Directors candidates.

10. ADMINISTRATIVE SERVICES

10.1 Request to Adopt Negative Declaration and Identify Any Comments with Mitigations – 1 Megawatt Wind Turbine – Public Hearing

Approval to adopt the Negative Declaration for the proposed 1-megawatt wind turbine.
Fiscal Impact: None

Mr. Nelson, Board President announced that the Victor Valley Community College District prepared a Draft Initial Study/Mitigated Negative Declaration for the proposed 1-megawatt Wind Turbine to be constructed on the lower campus of Victor Valley Community College. The proposed project would include removal of a temporary meteorological data collection tower, construction of the wind turbine, and underground electrical transmission line and access roadway improvements to the turbine. In accordance with California Environmental Quality Act requirements, Victor Valley Community College has prepared a Draft Initial Study for the proposed wind turbine. The Draft Initial Study (dated October 2007) was placed on public review from October 29, 2007 to December 2, 2007. Two comment letters were received on the Draft Initial Study/Mitigated Negative Declaration (from the California Regional Water Quality Control Board – Lahontan Region and from the Native American Heritage Commission.)

Mr. Nelson, Board President declared the hearing open. Mr. Jorn Larsen applauded Victor Valley College and its Board of Trustees for the forward thinking of the proposed wind turbine. Following comments, the Board President declared the meeting closed.

It was MSC (Range/Underhill, 5-0) to adopt the Negative Declaration for the proposed 1-megawatt wind turbine.

Following the approval by the Board of Trustees, Mr. Nelson, Board President, announced that the District has considered these comments on the proposed project. In consideration of these comments, the District has determined that the project will not have a significant effect on the environment. The mitigated Negative Declaration prepared for this project includes mitigation measures and best management practices to prevent or minimize potentially significant impacts resulting from the proposed project. A Mitigation Monitoring and Reporting Program has been prepared and implementation of this program is made a condition of project approval.

The District has considered the findings of the Initial Study/Negative Declaration for the 1-megawatt Wind turbine, and hereby adopts the Final Initial Study/Mitigated Negative Declaration dated March 2008. The document and record of project approval will be available for the general public at: Victor Valley Community College, President's Office, 18422 Bear Valley Rd. Victorville, CA 92395.

10.2 Amend Agreement – Chevron Energy Solutions Company

It was MSC (Underhill/Range, 5-0) to approve the amendment to the agreement with Chevron Energy Solutions, L.P. and expended the \$1,553,280.00 from Fund 71.

10.3 Agreement – Southern California Edison – Wind Turbine
It was MSC (Range/Underhill, 5-0) to ratify the agreement with Southern California Edison for a Self-Generation Incentive (SGI) Program. Fiscal Impact: \$1,500,000.00 – Revenue to the district.

10.4 Agreement – NTD Architecture
It was MSC (Underhill/Nelson, 5-0) to approve the agreement with NTD Architecture for technical planning services to complete a Final Project Proposal (FPP) for a new Science Laboratory Addition and an Initial Project Proposal (IPP) for a new Visual/Performing Arts Lab. Fiscal Impact: \$55,750.00 – Fund 71 expenditure.

12. INFORMATION/DISCUSSION

12.1 Monthly Financial Reports
Submitted as an informational item.

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

13.1 Foundation
No report

13.2 Employee Groups

a) CTA
No report

b) CSEA
Jim Murray

c) AFT Part-Time Faculty United
Cheryl Elsmore

14. TRUSTEE COMMENTS

ASB:

Heena Mehra reported on upcoming student activities.

Ms. Valles asked the board to consider removing or extending the 3 minute time limit for speakers. Until then she encouraged individuals to fill out comment cards so that she can understand what the issues are and where the staff stand on the issues. She said that it is disheartening to hear problems with the Child Development Center and hopes that the board will consider leaving the Child Development Center open and not increase costs.

Mr. Range said that he was looking forward to the accreditation report and the responses to the recommendations that were submitted. Student learning outcomes are really important and he is looking forward to the status of those outcomes.

Mr. Nelson congratulated Robert Sewell on the ASB and the outstanding groups of students this year.

15. Public Comments Related to Non-Agenda Items: Margaret Kagy and Rita Doyle

16. Adjournment

It was MSC (Underhill/Range, 5-0) to adjourn the meeting at 7:55 p.m. The motion carried unanimously.

Dennis Henderson, Clerk


Date Approved


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

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

TOPIC: RENEW LIBRARY ONLINE DATABASE SUBSCRIPTIONS

SUBMITTED BY: Leslie Huiner, Library

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to renew online database subscriptions purchased through the Community College Library Consortium for the period of July 1, 2008 through June 30, 2009. The Master Renewal Order Spring 2008 form is attached. The online databases are: CQ Press' CQ Researcher without PEOR, Gale's Expanded Academic ASAP, Lexis-Nexis Academic, and NewsBank's Access UN.

Need:

The library provides access to online database subscriptions to support academic research and student learning.

Fiscal Impact: Budgeted item, not to exceed \$16,458.64

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve the renewal with the Community College Library Consortium for the period of July 1, 2008 through June 30, 2009.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___


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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: License Agreement Renewal - Eureka

SUBMITTED BY: Victoria Hindes, Student Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to renew its site license agreement with Eureka, a computerized career exploration program, for use within the Student Services Division.

Need:

This site license renewal will continue to enable students to explore various occupations and view current labor market information.

Fiscal Impact: Budgeted item, Matriculation funds, not to exceed \$3,700.

Recommended Action: This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees approve the license agreement renewal with Eureka.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

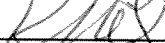
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – COMMUNITY HOSPICE OF VICTOR VALLEY

SUBMITTED BY: Pat Luther, Nursing

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to enter into an agreement between Community Hospice of Victor Valley and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

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

Need:

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

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Community Hospice of Victor Valley and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

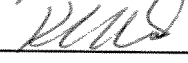
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT – KNOLLS WEST CONVALESCENT CARE

SUBMITTED BY: Pat Luther, Nursing

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to enter into an agreement between Knolls West Convalescent Care and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

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

Need:

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

Fiscal Impact: None

Recommended Action:


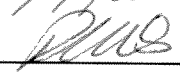
It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Knolls West Convalescent Care and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – APPLE VALLEY CARE CENTER
SUBMITTED BY: Pat Luther, Nursing
RECOMMENDED BY: Marianne Tortorici 
APPROVED BY: Robert Silverman 

Description/Background:

The district desires to enter into an agreement between Apple Valley Care Center and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

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

Need:

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

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Apple Valley Care Center and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

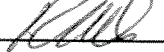
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – HERB BRAR, M.D.

SUBMITTED BY: Pat Luther, Nursing

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to enter into an agreement between Herb Brar, M.D. and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

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

Need:

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

Fiscal Impact: None

Recommended Action:

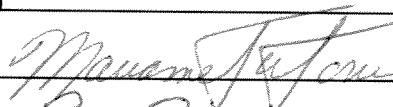
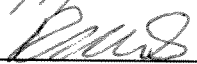
It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Herb Brar, M.D. and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT – RAM KAMATH, M.D.
SUBMITTED BY: Pat Luther, Nursing
RECOMMENDED BY: Marianne Tortorici 
APPROVED BY: Robert Silverman 

Description/Background:

The district desires to enter into an agreement between Ram Kamath, M.D. and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

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

Need:

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

Fiscal Impact: None

Recommended Action:



It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Ram Kamath, M.D. and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT – VISITING NURSES ASSOCIATION
SUBMITTED BY: Pat Luther, Nursing
RECOMMENDED BY: Marianne Tortorici 
APPROVED BY: Robert Silverman 

Description/Background:

The district desires to enter into an agreement between Visiting Nurses Association and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

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

Need:

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

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Visiting Nurses Association and Victor Valley Community College District. The period of this agreement begins July 1, 2008. This agreement is perpetual. Either party may terminate this agreement by giving the other party a 30-day written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

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

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

TOPIC: CONTRACT EDUCATION SERVICES – CARNICERIA MARKET

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici

APPROVED BY: Robert Silverman

Description/Background:

The district desires to ratify an agreement between Victor Valley Community College District and Carniceria Market. The period of this agreement is March 11, 2008 through March 11, 2009.

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

Need:

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

Fiscal Impact: \$300.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Carniceria Market. The period of this agreement is March 11, 2008 through March 11, 2009.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___


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

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

TOPIC: CONTRACT EDUCATION SERVICES – DENNY’S RESTAURANT

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to ratify an agreement between Victor Valley Community College District and Denny’s Restaurant. The period of this agreement is March 13, 2008 through March 13, 2009.

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

Need:

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

Fiscal Impact: \$600.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Denny’s Restaurant. The period of this agreement is March 13, 2008 through March 13, 2009.

Legal Review: YES ___ NOT APPLICABLE X ___

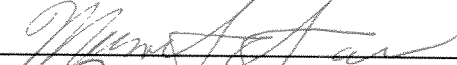
Reference for Agenda: YES ___ NO X ___


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

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

TOPIC: CONTRACT EDUCATION SERVICES – QUIGLEY'S RESTAURANT

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to ratify an agreement between Victor Valley Community College District and Quigley's Restaurant. The period of this agreement is March 13, 2008 through March 13, 2009.

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

Need:

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

Fiscal Impact: \$300.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Quigley's Restaurant. The period of this agreement is March 13, 2008 through March 13, 2009.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

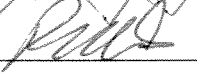
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: CONTRACT EDUCATION SERVICES – APPLE VALLEY KENNEL CLUB

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to ratify an agreement between Apple Valley Kennel Club and Victor Valley Community College District. The period of this agreement is February 11, 2008 through June 7, 2008.

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

Need:

The Beginning Dog Training class is to teach people to train their dogs to be good citizens, walk on a leash, sit, down, stand, and stay. The Intermediate Dog Training class is a guide for training dogs to help identify the type of personality of your new dog and how to properly respond.

Fiscal Impact: \$5,000 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Apple Valley Kennel Club and Victor Valley Community College District. The period of this agreement is February 11, 2008 through June 7, 2008.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO ___

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

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

TOPIC: CONTRACT EDUCATION SERVICES – MOLLIE’S KOUNTRY KITCHEN

SUBMITTED BY: Debbie Potts, Contract Education Services

RECOMMENDED BY: Marianne Tortorici *Marianne Tortorici*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district desires to ratify an agreement between Mollie’s Kountry Kitchen and Victor Valley Community College District. The period of this agreement is April 4, 2008 through April 4, 2009.

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

Need:

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

Fiscal Impact: \$300.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Mollie’s Kountry Kitchen and Victor Valley Community College District. The period of this agreement is April 4, 2008 through April 4, 2009.

Legal Review: YES X NOT APPLICABLE ___

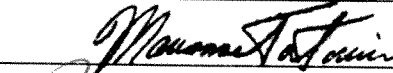
Reference for Agenda: YES ___ NO X


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: Agreements- Gerald Bryant, Bonavita Quinto McCallum, Jeanette Velasquez and Michael Paul Wong

SUBMITTED BY: Victoria Hindes, Student Services

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to ratify agreements with Gerald Bryant, Bonavita Quinto McCallum, Jeanette Velasquez and Michael Paul Wong for the facilitation of culturally sensitive workshops, conduct follow-up of faculty attendees and provide assistance and guidance to participants who are incorporating culturally sensitive approaches in their classroom curriculum. Dates of service will be April 30, 2008 through June 30, 2008.

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

Need:

The above ratified agreements were necessary to facilitate culturally sensitive workshops for student success.

Fiscal Impact: Title V Independent Grant budgeted item. Not to exceed \$5,000.00.

Recommended Action: These items have been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify these agreements in the amount of \$5,000.00.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO


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

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

TOPIC: AGREEMENT – REDLANDS COMMUNITY HOSPITAL

SUBMITTED BY: Pat Luther, Nursing

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve the renewal of an agreement between Redlands Community Hospital and Victor Valley Community College District that was previously approved on April 1, 2005. This agreement is perpetual. This agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period.

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

Need:

This agreement is to provide clinical learning facilities that allow Health Science disciplines for student clinical learning rotations.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the renewal of an agreement between Redlands Community Hospital and Victor Valley Community College District that was previously approved on April 1, 2005. This agreement is perpetual. This agreement will be automatically renewed annually after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the period.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CURRICULUM CHANGES

SUBMITTED BY: Ruby Wikstrom, Instruction

RECOMMENDED BY: Marianne Tortorici

APPROVED BY: Robert Silverman

Description/Background:

The College Curriculum Committee is meeting on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on March 27, 2008 and April 24, 2008 are listed on the attached sheet.

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

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: OUTSIDE CONTRACTOR FEES

SUBMITTED BY: Superintendent/President's Office

RECOMMENDED BY: Marion Boenheim 

APPROVED BY: Robert Silverman 

Description/Background:

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

Liebert Cassidy & Whitmore: \$2110

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

Fiscal Impact: \$2110

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

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – PEOPLE ADMIN, INC.

SUBMITTED BY: Rocio Chavez _____

RECOMMENDED BY: Marion Boenheim *M Boenheim*

APPROVED BY: Robert Silverman *RS*

Description/Background:

On March 13, 2007, the service agreement with People Admin was approved by the Board of Trustees. The annual service fee is due August 27, 2008.

PeopleAdmin provides an automated, Internet-based system for accepting and processing employment applications. In addition, PeopleAdmin is in the process of establishing an automated, Internet-based system for maintaining job descriptions and processing performance evaluations.

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

Need:

The district desires to continue using the applicant tracking system and position management module.

Fiscal Impact: \$31,200

Recommended Action:

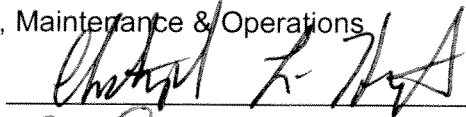

It is recommended that the Board of Trustees approve payment of the service fee to People Admin as listed.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – MEDRANO’S PAVING
SUBMITTED BY: Christopher L. Hylton, Maintenance & Operations
RECOMMENDED BY: Christopher L. Hylton 
APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to enter into an agreement with Medrano’s Paving to complete repairs to parking lot #14, which is located behind the welding/electronics buildings. This parking lot has sustained moderate damage due to cracking and water intrusion. The cracks and broken pavement present a tripping hazard to the users of the parking lot.

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

Need:

The cracks and damage require repair before it advances to the point where the entire lot requires replacement.

Fiscal Impact: \$12,640.00 from Redevelopment Funds

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Medrano’s Paving in the amount of \$12,640.00.

Legal Review: YES NOT APPLICABLE

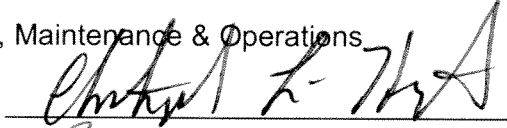
Reference for Agenda: YES NO

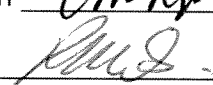
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT – A.J. BEINSCHROTH, DBA BEINSCHROTH FAMILY TRUST

SUBMITTED BY: Christopher L. Hylton, Maintenance & Operations

RECOMMENDED BY: Christopher L. Hylton 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with A.J. Beinschroth, DBA Beinschroth Family Trust, for the purchase of free production water. The District uses more well water than we are allocated by the Mojave Water Agency. The District is allocated 144 acre feet of free production per year. In water year 2007 the District pumped more than 400 acre feet. The Watermaster has informed us that we must find excess free production from other sources, or pay the Watermaster for the make up requirement. This purchase represents water from another source with free production in the Centro water zone.

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

Need:

This water is used to fill the upper campus lake, which in turn is used for irrigation water for landscaping throughout the campus.

Fiscal Impact: \$39,000, Budgeted

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with A.J. Beinschroth, DBA Beinschroth Family Trust for the purchase of free production water.

Legal Review: YES ___ NOT APPLICABLE X

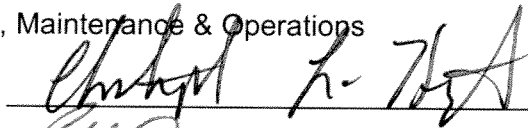
Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT – MICHAEL D. HANIFY, DBA WHITE BEAR RANCH

SUBMITTED BY: Christopher L. Hylton, Maintenance & Operations

RECOMMENDED BY: Christopher L. Hylton 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to enter into an agreement with Michael D. Hanify, DBA White Bear Ranch for the purchase of free production water. The District uses more well water than we are allocated by the Mojave Water Agency. The District is allocated 144 acre feet of free production per year. In water year 2007 the District pumped more than 400 acre feet. The Watermaster has informed us that we must find excess free production from other sources, or pay the Watermaster for that make up requirement. This purchase represents water from another source with free production in the Centro water zone.

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

Need:

This water is used to fill the upper campus lake, which in turn is used for irrigation water for landscaping throughout the campus.

Fiscal Impact: \$840.00

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Michael D. Hanify, DBA White Bear Ranch for the purchase of free production water.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

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

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

TOPIC: Donation of Surplus Property
SUBMITTED BY: Christopher L. Hylton, Maintenance & Operations
RECOMMENDED BY: Christopher L. Hylton *Christopher L. Hylton*
APPROVED BY: Robert Silverman *Robert Silverman*

Description/Background:

The district is storing 70 chair/desk units that are valued at less than \$25.00 due to their age and condition. They are stored in the old gymnasium which is scheduled for destruction in June, 2008. There is no alternative space to store these desks on campus.

Need:

It is recommended that the Board of Trustees declare these desk units as surplus. It is also recommended that the Board of Trustees, as provided in Section 81450.5 of the Education Code, allow the district to donate these desk units to Encore Junior & Senior High School for the Performing & Visual Arts. This charter school is affiliated with the Hesperia Unified School District.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees declare these desk units as surplus and allow the district to donate these desk units to Encore Junior & Senior High School for the Performing & Visual Arts.

Legal Review: YES ___ NOT APPLICABLE X

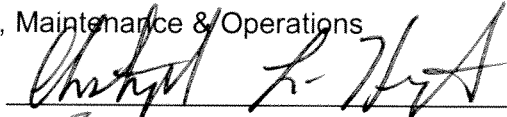
Reference for Agenda: YES ___ NO X


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

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

TOPIC: NOTICE OF COMPLETION – BEST CONTRACTING SERVICES, INC.

SUBMITTED BY: Christopher L. Hylton, Maintenance & Operations

RECOMMENDED BY: Christopher L. Hylton 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to submit for approval the attached Notice of Completion for the work done by Best Contracting Services, Inc. The district contracted with Best Contracting Services, Inc. to repair the roofs of Building 10A, 12B, and 12C.

All work was fully inspected by our Director of Maintenance and Operations, who has signed that all work was completed as specified and meets with college approval and highest standards of workmanship.

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

Need:

The county requires the board to accept the work completed by Best Contracting Services, Inc. in order for the district to file the Notice of Completion with the County of San Bernardino.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees accept the work of Best Contracting Services, Inc. to repair the roofs of Building 10A, 12B, and 12C.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: Mary Pringle

Mary Pringle

APPROVED BY: Robert Silverman

RS

Description/Background:

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

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

Need: N/A

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, MAY 13, 2008**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 760	\$ 13,694.39					
BATCH 761	\$ 19.95					
BATCH 762				\$561.40		
BATCH 763						
BATCH 764	\$ 8,511.84		\$ 8,169.95			
BATCH 765	\$ 2,809.50					
BATCH 766	\$ 3,190.79					
BATCH 767						
BATCH 768	\$ 2,189.78		\$ 5,132.86			
BATCH 768A	\$ 5,200.00					
BATCH 769	\$ 1,648.81					
BATCH 769A	\$ 10,400.00					
BATCH 770 VOIDED						
BATCH 770A			\$ 42,519.24			
BATCH 771 VOIDED						
BATCH 771A			\$ 42,519.24			
BATCH 772 VOIDED						
BATCH 772A			\$ 51,812.32			
BATCH 773 VOIDED						
BATCH 773A			\$ 51,812.32			
BATCH 774	\$ 28,749.79					
BATCH 775	\$ 40,358.36					
BATCH 775A	\$ 2,849.13					
BATCH 776	\$ 3,015.35					
BATCH 777	\$ 10,870.38					
BATCH 777A	\$ 9,191.08					
BATCH 778						
BATCH 779	\$ 3,291.37		\$ 1,521.20			
BATCH 780 VOIDED						
BATCH 780A	\$ 63,635.88					
BATCH 781	\$ 518.45					
BATCH 781A	\$ 2,444.37					
BATCH 782	\$ 1,711.81					
BATCH 783	\$ 14,825.86					
BATCH 784	\$ 3,682.00					

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, MAY 13, 2008**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 785 VOIDED						
BATCH 785A	\$ 1,508.93					
BATCH 786			\$ 82.99			
BATCH 787	\$ 6,695.07					
BATCH 788	\$ 7,995.95					
BATCH 789						
BATCH 789A				224.85		
BATCH 790	\$ 320.00					
BATCH 791	\$ 15,825.15					
BATCH 791A	\$ 3,678.01					
BATCH 792			\$ 5,154.49			
BATCH 792A			\$ 22,821.00			
BATCH 793 VOIDED						
BATCH 793A	\$ 73,632.79					
BATCH 794	\$ 2,632.28					
BATCH 795	\$ 4,654.32					
BATCH 795A	\$ 14,381.74					
BATCH 796	\$ 43,581.39					
BATCH 797	\$ 10,247.50					
BATCH 798	\$ 654.88					
BATCH 799	\$ 671.32					
BATCH 800	\$ 7,328.62					
BATCH 800A	\$ 8,285.98					
BATCH 801	\$ 25,052.82					
BATCH 802			\$ 649.39			
BATCH 803	\$ 7,250.44					
BATCH 804			\$ 7,807.38			
BATCH 805 VOIDED						
BATCH 805A			\$ 51,812.33			
BATCH 806			\$ 42,519.23			
BATCH 807	\$ 14,414.94					
BATCH 807A	\$ 112,630.00					
BATCH 808	\$ 230,778.53					
BATCH 809	\$ 106,252.21					
BATCH 810			\$ 4,583.16			
BATCH 811 VOIDED						
BATCH 811A			\$ 250,247.97			
BATCH 812			\$ 16,882.39			

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, MAY 13, 2008**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 813	\$ 25,778.93					
BATCH 813A	\$ 62,916.62					
BATCH 814 VOIDED						
BATCH 814A			1,237.61			
BATCH 815	\$ 1,105.15					
BATCH 816	\$ 5,163.94					
BATCH 817	\$ 4,340.00					
BATCH 818	\$ 2,180.67					
BATCH 819 VOIDED						
BATCH 819A	\$ 2,856.96					
BATCH 820	\$ 320.13					
BATCH 820A	\$ 2,040.00					
BATCH 821	\$ 4,885.77					
BATCH 822	\$ 4,861.77					
BATCH 823	\$ 804.10					
BATCH 824	\$ 857.15					
BATCH 825	\$ 1,142.93					
BATCH 825A	\$ 10,200.00					
BATCH 826	\$ 849.01					
BATCH 827	\$ 3,148.02					
BATCH 828	\$ 4,523.10					
BATCH 829	\$ 6,781.83					
BATCH 830	\$ 6,200.00					
BACH 831				\$540.98		
BATCH 832 VOIDED						
BATCH 832A	\$ 51,761.00					
BATCH 833						
BATCH 833A						
BATCH 834						
BACH 835 VOIDED						
BATCH 835A	\$ 271.92					
BATCH 836	\$ 2,914.42					
BATCH 837	\$ 2,114.21					
BATCH 838	\$ 17,070.94					
BATCH 838A	\$ 5,191.76					
BATCH 839	\$ 4,122.51					
BATCH 840 VOIDED						
			\$ 2,487.12			
			\$ 27,456.68			

**BOARD REPORTS
BOARD OF TRUSTEES MEETING, MAY 13, 2008**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 841 VOIDED						
BATCH 841A	\$ 2,216.00		\$ 20,249.10			
BATCH 842	\$ 23,391.62					
BATCH 843	\$ 8,906.50					
BATCH 844	\$ 8,793.12					
BATCH 845	\$ 4,499.82					
BATCH 846	\$ 1,221.25					
BATCH 847	\$ 2,645.54					
BATCH 847A	\$ 1,182.50					
BATCH 848	\$ 66,238.75					
BATCH 848A						
BATCH 849	\$ 4,477.95		\$ 14.00			
BATCH 850						
BATCH 851 VOIDED						
BATCH 751A						
BATCH 852	\$ 17,368.54		\$ 41,280.30			
BATCH 853	\$ 6,342.64		\$ 9,187.40			
BATCH 854						
BATCH 855						
BATCH 856	\$ 8,960.34		\$ 3,252.76			
BATCH 856A	\$ 9,785.35					
BATCH 857	\$ 1,265.71					
BATCH 858	\$ 69,951.07					
BATCH 859	\$ 7,158.98					
BATCH 860						
	\$ 1,412,731.18		\$ 711,212.43	\$3,622.35	\$0.00	\$0.00
TOTAL	\$ 1,412,731.18	\$0.00	\$ 711,212.43	\$3,622.35	\$0.00	\$0.00
				\$1,017.70		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

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

Description/Background:

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for Victor Valley College (\$189,874.49 in-kind cash donations, \$8,856.44 in scholarships) for a total amount of \$198,730.93. In addition the Foundation has also received property donations as listed. These donations are for the period ending March 31, 2008.

Need: N/A

Fiscal Impact: N/A

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

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

Project Description	Post date	Trans. Amount	Account Description	Reference
Agriculture (Mojave Sustainability Project)	3/13/08	\$ 6,762.93	Salaries & Wages	Payroll and Benefits for AGNR
Agriculture Total:		\$ 6,762.93		
Fire Technology Program	3/13/08	\$ 64.50	Hospitality	Coffee for Fire Tech
Fire Technology Total:		\$ 64.50		
Friends of Botanical Gardens	3/12/08	\$ 67.82	Equipment / Supplies	Reimbursement for Rose Food
Friends of Botanical Gardens Total:		\$ 67.82		
General Scholarship Clearing Fund	3/13/08	\$ 8,856.44	Scholarships	Scholarships Received thru 3/7/08
Scholarship Total:		\$ 8,856.44		
Model United Nations Club	3/13/08	\$ 5,587.32	Travel	Credit Card Charges
Model United Nations Club	3/13/08	\$ 39.19	Office Expense	Credit Card Charges
MUN Total:		\$ 5,626.51		
PAC	3/26/08	\$ 1,500.00	Postage	PAC Invitations
PAC	3/13/08	\$ 144.15	Equipment / Supplies	Credit Card Charges
PAC Total:		\$ 1,644.15		
Restaurant Management - General	3/13/08	\$ 244.87	Equipment / Supplies	Restaurant Management Lab Equipment
Restaurant Management Total:		\$ 244.87		
The California Wellness Foundation	3/13/08	\$ 1,734.74	Grants Awarded	Grant Admin. 3/5/08-3/13/08
The California Wellness Foundation	3/13/08	\$ 50.00	Grants Awarded	Registration for Men in Nursing Conference
The California Wellness Foundation	3/4/08	\$ 3,079.06	Grants Awarded	Grant Admin. 2/20/08 - 3/4/08
TCWF Total:		\$ 4,863.80		
VVC Nursing Weekend College	3/13/08	\$ 170,533.21	Grants Awarded	Evening/Weekend Nursing Qtrly Installment
Grants Total:		\$ 170,533.21		
Women's Soccer	3/13/08	\$ 66.70	Professional Services	Women's Soccer Fundraiser
Athletics Total:		\$ 66.70		
GRAND TOTAL:		\$ 198,730.93		

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

March, 2008

Date	Constituent	Fund	Gift Value Reference
2/26/2008	Robert Lisenbee	VVC-Construction	\$2,880.00 Combo Tool, Misc. Woodturning Tools
3/4/2008	Dino Bozonelos	FR-Library	\$85.00 6 Books
3/18/2008	Robert Lisenbee	VVC-Construction	\$1,000.00 Various woodworking tools and equipment.
Grand Total:			\$3,965.00

3 Gift(s) listed

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES BUDGET TRANSFER REQUEST REPORT

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: Mary Pringle *Mary Pringle*

APPROVED BY: Robert Silverman *RS*

Description/Background:

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

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

Need: N/A

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 03/10/08 to 04/14/08

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
586	F01	6470-TANF Grant (Computer Purchase)	6470-TANF Grant	5650-Contracts-Maint Agreements 6405-Computers	3,500	3,500
587	F01	1250-Paramedics (CPAP Equip)	1250-Paramedics	4300-Instructional Supplies 6400-New Equipment	701	701
591	F01	1305-Child Development (To Cover Other Expenses)	1305-Child Development	4300-Instructional Supplies 5900-Other Expense	5,000	5,000
595	F01	6470-TANF Grant (Set Up Charges)	6470-TANF Grant	4500-Other Supplies 5900-Other Expense	250	250
596	F01	6010-VP-Student Learning (To Cover Negative Balances)	6010-VP-Student Learning 6010-VP-Student Learning	5691-Prior Year Rollover Salaries & Benefits 4500-Other Supplies	1,036 50	1,086
598	F01	1305-Child Development 1305-Child Development 1305-Child Development (Budget Update)	1305-Child Development	2390-Class-Short Term/Temp/NI 7610-Student Book Service 7620-Other Services-Students Salaries & Benefits	15,809	11,820 500 3,489
599	F01	1305-Child Development 1305-Child Development (Budget Update)	1305-Child Development 1305-Child Development	1350-Personal Services 5200-Travel/Conference-Instructional 4300-Instructional Supplies 7620-Other Services-Students	1,820 8,580	10,050 350
601	F01	4900-Interdisciplinary Studies (Governet)	6010-VP-Student Learning	1306-Teachers Salaries-Unit of Pay 5650-Contracts-Maint Agreements	15,000	15,000
601	F01	4900-Interdisciplinary Studies (Plan Net)	6681-Institutional Effectiveness	1306-Teachers Salaries-Unit of Pay 5840-Contracted Services	100,000	100,000
602	F71	6595-Redevelopment Passthrough (To Cover Negative Balance)	6595-Redevelopment Passthrough 6595-Redevelopment Passthrough	6200-Buildings-New & Remodel 4500-Other Supplies 6440-Transportation Equipment	244 25,924	26,168
610	F01	0400-Biological Sciences (For Instructional Supplies Expense)	0400-Biological Sciences	6400-New Equipment 4300-Instructional Supplies	5,000	5,000
611	F01	6760-Staff Diversity (Law Room Membership)	6760-Staff Diversity	4500-Other Supplies 5300-Dues & Memberships	720	720
612	F01	0956-Indus-Tech Welding (For Instructional Supplies Expenses)	0956-Indus-Tech Welding	5300-Dues & Memberships 4300-Instructional Supplies	113	113
613	F01	1203-RN Program (To Cover Travel/Conference Exp.)	1203-RN Program	6400-New Equipment 5200-Travel/Conference-Instructional	7,000	7,000

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 03/10/08 to 04/14/08

Batch No.	Fund	Program		Account	Amount		
		From:	To:		Increase	Decrease	
616	F01	6455-Dean of Student Services (Hobsons)	6455-Dean of Student Services	4500-Other Supplies 5805-License Fees		62,917	62,917
617	F01	6455-Dean of Student Services (To Cover Negative Balance)	6455-Dean of Student Services	4500-Other Supplies 5805-License Fees		10,969	10,969
619	F01	6450-VP Student Services (CCAO Conf)	6200-Admissions & Registration	7900-Reserve for Contingencies 5202-Travel/Conference-Admin		1,500	1,500
622	F01	6780-Management Info Systems (To cover negative balances)	6780-Management Info Systems	2175-Class-NI/Admin-Stipends 5275-Admin/Faculty Stipends		150	150
624	F01	5990-Undistributed Accounts (Hershey)	6200-Admissions & Registration	1100-Teachers Salary-Regular 5840-Contracted Services		7,200	7,200
633	F01	2207-Political Science 2207-Political Science (Dell Projector)	2207-Political Science	5840-Contracted Services 4300-Instructional Supplies 6400-New Equipment		1,549	1,299
634	F01	2133-Fire Control Technology (USDA Forest Service)	2133-Fire Control Technology	4300-Instructional Supplies 5840-Contracted Services		9,000	9,000
640	F01	5990-Undistributed Accounts (Reverse 20% Reduction)	6071-Speech/Drama Reopening 6071-Speech/Drama Reopening	3900-Fringe Benefits-Budget Only 4300-Instructional Supplies 5630-Contracts-Rents & Leases		900 1,400	2,300
643	F01	6430-EOPS (To Cover Other Supplies)	6430-EOPS	7620-Other Services-Students 4500-Other Supplies		4,500	4,500
660	F01	6672-Risk Management 6672-Risk Management 6670-VP-Administrative Svcs. 6670-VP-Administrative Svcs. 6670-VP-Administrative Svcs. 6672-Risk Management 6672-Risk Management 6672-Risk Management 6672-Risk Management 6672-Risk Management 6670-VP-Administrative Svcs. 6670-VP-Administrative Svcs. 6670-VP-Administrative Svcs. 6570-Utilites 6670-VP-Administrative Svcs. (To Cover Negative Balances)	6672-Risk Management 6672-Risk Management 6672-Risk Management 6672-Risk Management 6672-Risk Management 6670-VP-Administrative Svcs. 6670-VP-Administrative Svcs. 6670-VP-Administrative Svcs. 6570-Utilites 6670-VP-Administrative Svcs.	5300-Dues & Memberships 5410-Property Insurance 5840-Contracted Services 5532-Bottled Water 5202-Travel/Conference-Admin 4500-Other Supplies 5202-Travel/Conference-Admin 5420-Liability Insurance 5800-Contracts-County Schools 5900-Other Expense 5410-Property Insurance 4500-Other Supplies 5710-Legal Expense 5350-Postage Expense 5630-Contracts-Rents & Leases		80 912 12,131 676 4,718 1,305 2,110 1,115 109 47 3,735 326 320 2,550 6,900	
661	F01	6670-VP-Administrative Svcs. 5990-Undistributed Accounts 6670-VP-Administrative Svcs 6570-Utilites 6570-Utilites 5990-Undistributed Accounts 4900-Interdisciplinary Studies (To Cover Negative Balances)	6670-VP-Administrative Svcs 6570-Utilites 6570-Utilites 5990-Undistributed Accounts 4900-Interdisciplinary Studies	5630-Contracts-Rents & Leases 6200-Buildings-New & Remodel 5532-Bottled Water 5525-Gas 5520-Electric 3900-Fringe Benefits-Budget Only 1306-Teachers Salaries-Unit of Pay		6,900 900,000 794 20,000 160,000 395,284 330,822	

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 03/10/08 to 04/14/08

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
662	F01	5990-Undistributed Accounts	6570-Utilites	3900-Fringe Benefits-Budget Only 5510-Natural Gas	105,400	105,400
(Utilities Increase)						
663	F01	5990-Undistributed Accounts 5990-Undistributed Accounts	5990-Undistributed Accounts	3900-Fringe Benefits-Budget Only 3410-Health and Welfare 6200-Buildings-New & Remodel	380,300	100,300 280,000
(To Cover Buildings-New & Remodel)						
669	F01	0000-District Wide Holding Program	6412-Calworks Coordination	8626-Calworks Salaries	37,685 37,685	
(Calworks Budget Increase)						
670	F01	6412-Calworks Coordination 6412-Calworks Coordination 6412-Calworks Coordination	6412-Calworks Coordination 6412-Calworks Coordination	5900-Other Expense 5202-Travel/Conference-Admin 5210-Mileage-Instructional 5840-Contracted Services 3350-Public Agency Ret System	85,987 75	78,762 7,000 300
(Calworks Budget Update)						
673	F01	6825-Community Services Classes	6825-Community Services Classes	4500-Other Supplies 5900-Other Expense	353	353
(Promo Outlet LLC)						
682	F01	0400-Biological Sciences	0400-Biological Sciences	4300-Instructional Supplies 5200-Travel/Conference-Instructional	100	100
(For Travel/Conference Exp)						
685	F01	0948-Automotive Technology	0948-Automotive Technology	5691-Prior Year Rollovers 6400-New Equipment	3,448	3,448
(ESP Purch)						
686	F01	1305-Child Development	1305-Child Development 1305-Child Development	4300-Instructional Supplies Salaries & Benefits 5200-Travel/Conference-Instructional	6,684 2,500	9,184
(Increased Efficiencies)						
687	F01	5990-Undistributed Accounts	6455-Deean of Student Services	2180-Classified/NI-Reg Salaries & Benefits	26,105	26,105
(New Recruiter Position)						
689	F01	0934-Electronics & Elect Tech	0934-Electronics & Elect Tech	6400-New Equipment 4300-Instructional Supplies	500	500
(To Cover Instructional Supplies Exp)						
690	F01	6790-Technical Services	6790-Technical Services 6790-Technical Services	5650-Contracts-Maint Agreements 4570-Network Supplies 4500-Other Supplies	2,472 432	2,904
(To cover Supplies Exp.)						
696	F01	6130-Media 6130-Media 6130-Media 6130-Media	6130-Media 6130-Media 6130-Media 6130-Media	3920-Other Benefits-Non Instructional 4410-Media Materials 4420-Media Supplies 5640-Contracts-Repairs Salaries & Benefits 5202-Travel/Conference-Admin 5275-Admin/Faculty Stipends 5650-Contracts-Maint Agreements	2,347 370 300 11,802	2,000 2,542 3,077 7,200
(To Cover Negative Balances)						

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 03/10/08 to 04/14/08

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
699	F01	6610-Planning & Policy Making		3410-Health and Welfare Benefits		1,049
			6610-Planning & Policy Making		408	
			6610-Planning & Policy Making	4500-Other Supplies	300	
			6610-Planning & Policy Making	5202-Travel/Conference-Admin	188	
			6610-Planning & Policy Making	5741-Credit Card Fees	31	
			6610-Planning & Policy Making	5840-Contracted Services	21	
			6610-Planning & Policy Making	5900-Other Expense	101	
		(To Cover Negative Balances)				
706	F01	6470-TANF Grant		4300-Instructional Supplies		1,000
			6470-TANF Grant	6405-Computers	1,000	
		(To Cover Computer Exp)				
706	F01	0109-Agriculture		4300-Instructional Supplies		600
			0109-Agriculture	5810-Advertising-Public Relations	600	
		(To Cover Advertising Exp)				
706	F01	6060-Dean-Vocational Programs		5840-Contracted Services		270
			6060-Dean-Vocational Programs	4300-Instructional Supplies	270	
		(To Cover Instructional Supplies Exp)				
706	F01	6790-Technical Services		5650-Contracts-Maint Agreements		23
			6790-Technical Services	4570-Network Supplies	23	
		(Keyboard Purchase)				
706	F78	1200-Health Services General		4300-Instructional Supplies		4,464
			1200-Health Services General	5840-Contracted Services	4,464	
		(CAN Fingerprints)				
712	F01	1900-Physical Sciences		6400-New Equipment		1,200
			1900-Physical Sciences	4300-Instructional Supplies	1,200	
		(For Instructional Supplies Exp)				
713	F01	0109-Agriculture		6400-New Equipment		10,007
			0109-Agriculture	4300-Instructional Supplies	10,007	
		(For Instructional Supplies Exp)				
716	F01	0934-Electronics & Elec Tech		6400-New Equipment		10,248
			0934-Electronics & Elec Tech	4300-Instructional Supplies	10,248	
		(For Instructional Supplies Exp)				
718	F01	6720-Fiscal Operations		5690-Indirect Cost		800
			6720-Fiscal Operations	4500-Other Supplies	800	
		(Labels)				
720	F01	3002-Restaurant/Food Svc Mgmt		5691-Prior Year Rollovers		2,924
			3002-Restaurant/Food Svc Mgmt	4300-Instructional Supplies	2,924	
		(For Instructional Supplies Exp)				
725	F01	6826-Fund Raising		5691-Prior Year Rollovers		310
			6720-Fiscal Operations	4500-Other Supplies	310	
		(VVC Labels)				
727	F01	6550-Grounds Operations		4500-Other Supplies		254
		6550-Grounds Operations		5640-Contracts-Repairs		246
			6776-Transportation	5640-Contracts-Repairs	500	
		(Vapor Rec Inspect)				

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 03/10/08 to 04/14/08

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
728	F71	0000-District Wide Holding Program (Budget Update)	6595-Redevelopment Passthrough	8891-Redevelopment Passthrough 6200-Buildings-New & Remodel	410,049 410,049	
729	F71	6595-Redevelopment Passthrough (For Supplies)	6595-Redevelopment Passthrough	6200-Buildings-New & Remodel 4500-Other Supplies	1,922	1,922
728	F71	0000-District Wide Holding Program 0000-District Wide Holding Program 0000-District Wide Holding Program (Fund 71 Budget Updates)	0006-VVC Campus Victorville 0025-Speech/Drama	8860-Interest Revenues 8980-Incoming Transfers-Interfund 8899-Miscellaneous Income 6200-Buildings-New & Remodel 6200-Buildings-New & Remodel	20,000 500,000 238,918 258,918 500,000	
730	F01	0109-Agriculture 0109-Agriculture 0109-Agriculture 0109-Agriculture (Agriculture Budget Update)	0109-Agriculture	Salaries 4300-Instructional Supplies 5640-Contracts-Repairs 6400-New Equipment Salaries & Benefits	33,400	22,000 4,000 2,400 5,000
731	F01	0000-District Wide Holding Program (Budget Increase)	0109-Agriculture	8899-Miscellaneous Income Salaries	42,838 42,838	
733	F01	5990-Undistributed Accounts (Lab Tech)	1900-Physical Sciences	2180-Classified-NI/Reg Salaries & Benefits	32,626	32,626
732	F01	6595-Redevelopment Passthrough (Medrano's Paving)	6595-Redevelopment Passthrough	6200-Buildings-New & Remodel 5840-Contracted Services	6,294	6,294
733	F01	5990-Undistributed Accounts (Help Desk 2)	6780-Management Info Systems	2180-Classified-NI/Reg Salaries & Benefits	14,686	14,686

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: NOTICE OF COMPLETION – ADVANCED TECHNOLOGY CENTER
SUBMITTED BY: Steve Garcia, Facilities Construction
RECOMMENDED BY: Steve Garcia *Steve Garcia*
APPROVED BY: Robert Silverman *Robert Silverman*

Description/Background:

The district wishes to submit for approval a Notice of Completion for the following contractors for the Advanced Technology Center project.

<u>Bid Package</u>	<u>Contractor</u>	<u>Final Contract Amount</u>
02 – General Construction	T.B. Penick & sons	\$3,585,996.86
04 – Doors, Frames & Hardware	EJ Enterprises	\$ 162,144.70
05 – Painting	Simmons & Wood	\$ 93,956.00
07 – HVAC	Air-Ex Air Conditioning	\$1,650,624.63
09 – Electrical	RDM Electric	\$1,680,210.55
10 – Glazing	E&R Glass	\$ 845,556.00
12 – Masonry	Nibbelink Masonry	\$ 873,980.63
15 – Roofing	Bell Roof Company	\$ 400,000.00
18 – Sheet Metal	United Contractors	\$ 581,545.00
19 – Hydraulic Elevator	RVH Constructors	\$ 154,900.00
21 – Landscaping	Worthington Construction	\$ 251,389.69
24 – Generator (Phase II)	RDM Electric	\$ 181,665.82

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

Need:

A Notice of Completion must be filed with the office of the county recorder for each contractor within 10 days of acceptance by the Board.

Fiscal Impact: No fiscal impact.

Recommended Action: It is recommended that the Board of Trustees approve the Notices of Completion as submitted.

Legal Review: YES NOT APPLICABLE

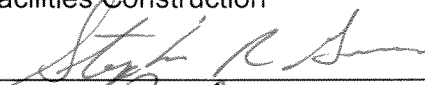
Reference for Agenda: YES NO


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

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

TOPIC: NOTICE OF COMPLETION – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to submit for approval a Notice of Completion for the following contractors for the Speech/Drama Addition project.

<u>Bid Package</u>	<u>Contractor</u>	<u>Final Contract Amount</u>
01 – General Construction	ASR Constructors	\$2,019,860.40
02 – Landscaping	Worthington Construction	\$ 210,904.83
03 – Structural Steel	Columbia Steel	\$1,166,537.00
04 – Doors, Frames & Hardware	EJ Enterprises	\$ 530,822.84
05 – Painting	Simmons & Wood	\$ 121,971.68
06 – Specialties	Inland Building Company	\$ 188,713.29
07 – HVAC	Air-Ex Air Conditioning	\$1,200,356.06
08 – Plumbing	Dan Worley Plumbing	\$ 568,518.37
09 – Electrical	Champion Electric	\$1,384,838.68
10 – Glazing	E&R Glass	\$ 119,900.00
11 – Flooring	Mike's Custom Flooring	\$ 251,389.69
12 – Masonry	Bledsoe Masonry	\$1,138,868.15
13 – Plaster & Gypsum Board	Caston Plastering & Drywall	\$1,149,578.81
14 – Ceramic Tile	Inland Pacific Tile	\$ 84,600.00
15 – Roofing	Vance & Associates Roofing	\$ 254,300.00
16 – Acoustical Ceilings & Insulation	KD Acoustics	\$ 182,686.68
17 – Casework	Roy E. Whitehead	\$ 82,200.00
18 – Sheet Metal	United Contractors	\$ 143,318.00
19 – Hydraulic Elevator	Inland Empire Architectural Specialties	\$ 147,300.00
20R – Fire Sprinkler	Daart Engineering	\$ 251,102.00
21 – Audio Visual Equipment (Phase II)	AMT Systems	\$ 833,542.58
22 – Performance Lighting (Phase II)	Entertainment Lighting Systems	\$ 107,160.62

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

Need:

A Notice of Completion must be filed with the office of the county recorder for each contractor within 10 days of acceptance by the Board.

Fiscal Impact: No fiscal impact.

Recommended Action: It is recommended that the Board of Trustees approve the Notices of Completion as submitted.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

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

TOPIC: NOTICE OF COMPLETION – FREE STANDING DONOR WALL

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to submit for approval a Notice of Completion for the Free Standing Donor Wall project.

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

Need:

A Notice of Completion must be filed with the office of the county recorder within 10 days of acceptance by the Board.

Fiscal Impact: No fiscal impact.

Recommended Action: It is recommended that the Board of Trustees approve the Notice of Completion as submitted.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: SCOPE OF WORK ADDENDUM – RGP PLANNING AND DEVELOPMENT SERVICES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve Garcia*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to submit for approval an addendum to the scope of work provided by RGP Planning and Development Services pertaining to the Program Environmental Impact Report (EIR) for the 2007 Facilities Master Plan, originally approved by the board on September 11, 2007. Three additional in-depth technical studies are necessary in order to complete the Program EIR and were not part of the original contract. These studies include an Air Quality Analysis, a Biological Resources scope, and a Cultural Resources scope. This full-service, campus-wide environmental study gives the district maximum flexibility in implementing its Master Plan in compliance with the California Environmental Quality Act (CEQA). By completing this EIR the district will see substantial savings on all future construction projects as one EIR and one Clearing House Number simplifies the CEQA process.

A copy of the original contract and addendum are available for review in the Superintendent/President's office.

Need:

These additional studies were referenced in the Initial Study included in the 2007 Facilities Master Plan, but did not include the in-depth technical information needed to complete the Program EIR, thus the scope had to be included to the contract.

Fiscal Impact: \$19,500.00 – Fund 71 Expenditure

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the scope of work addendum in the amount of \$19,500.00 with RGP Planning and Development Services.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: CHANGE ORDER – K.D. ACOUSTICS – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Stephen R Garcia

APPROVED BY: Robert Silverman [Signature]

Description/Background:

The district wishes to submit for approval Change Order No. 16-01 from K.D. Acoustics. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	Due to a conflict with the mechanical pads, equipment and other roof penetrations, a change in insulation was required at the built up roofing in the mechanical open well.	\$3,844.00
2.	Additional ceiling tile was required at the new lobby extension.	\$5,498.00
3.	Change in molding in the experimental theater – Value Engineering.	\$(4,000.00)
4.	A cleanup service was hired to clear away accumulated trash at the job site and the cost was divided between the contractors and deducted from their contracts.	\$(509.32)
5.	Existing damage of insulation found in the exterior walls of the restrooms had to be replaced during the lobby extension work scope.	\$1,279.00
6.	Aluminum molding provided and installed by the contractor to provide complete coverage of acoustical panels for a better appearance.	\$1,791.00
7.	Installation of hanging speakers required the removal and replacement of sound clouds in the front stage area.	\$4,756.00
	Total:	\$12,658.68

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

Need:

The above items are needed to complete the Speech/Drama Addition project.

Fiscal Impact: \$12,658.68 – Budgeted Item.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees approve the change order with K.D. Acoustics in the amount of \$12,658.68.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

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

TOPIC: CHANGE ORDER – CHAMPION ELECTRIC – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to submit for approval Change Order No. 09-03 from Champion Electric. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	Light poles originally specified will not fit in locations on drawing due to unforeseen site conditions, so wall mounted lights were installed instead.	\$2,720.00
2.	The district requested that air conditioning units be revised to utilize the chilled water from the Central Plant, so electrical power had to be revised to support this change.	\$1,022.00
3.	The ceiling in room 222 was lowered and light fixtures were deleted.	\$(417.00)
4.	Miscellaneous electrical work associated with the extension of the lobby including lighting, power power, card reader and fire alarm. Also includes installation of owner furnished speaker cans with associated conduit.	\$23,096.00
5.	Provide 240 volt electrical power to door #135C. Architectural error.	\$541.00
6.	A change in the specified lighting was required to keep consistent with existing conditions.	\$601.00
7.	Credit to district for trash removal on site.	\$(509.32)
8.	The district decided to delete white boards in original scope and replace with electronic white boards, thus deleting the need for the lighting specified for original white boards.	\$(3,692.00)
9.	Omit all low voltage equipment, conduit and wiring except for the fire alarm system. Work to be done by the district.	\$(32,423.00)
10.	J-Box connections to the rolling sound door were furnished and installed. Not indicated in original drawings.	\$1,259.00
11.	Complete conduit, cable tray and back boxes for the Audio/Visual at existing theater. Cable tray is being used to minimize large conduit runs.	\$54,785.00
Total:		\$42,982.68

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

Need:

The above items are needed to complete the Speech/Drama Addition project.

Fiscal Impact: \$42,982.68 – Budgeted Item.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with Champion Electric in the amount of \$42,982.68.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CHANGE ORDER – NIBBELLINK MASONRY CONSTRUCTION –
ADVANCED TECHNOLOGY CENTER

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to submit for approval Change Order No. 12-02 from Nibbellink Masonry Construction. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	Original plans did not include 2" cap on any of the masonry walls leaving them unfinished. Architectural error.	\$3,498.47
2.	Elevations on original plans between stairs and fire lane did not coincide with one another, thus the stairs had to be reworked to make ADA compliant. Architectural error.	\$3,388.50
Total:		\$6,886.97

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

Need:

The additional work is necessary to complete the Advanced Technology project.

Fiscal Impact: \$6,886.97 – Budget Item.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with Nibbellink Masonry Construction in the amount of \$6,886.97.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: CHANGE ORDER – SIMMONS & WOOD – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Stephen R Garcia

APPROVED BY: Robert Silverman [Signature]

Description/Background:

The district wishes to submit for approval Change Order No. 05-01 from Simmons & Wood. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	Credit to district for removal of trash on job site.	\$(509.32)
2.	Per district request, paint existing theater sound clouds black.	\$4,035.00
3.	Per district request, supply materials and labor to paint lobby extension.	\$2,955.00
Total:		\$6,480.68

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

Need:

This additional work is necessary to complete the Speech/Drama Addition project.

Fiscal Impact: \$6,480.68 – Budgeted Item

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with Simmons & Wood in the amount of \$6,480.68

Legal Review: YES ___ NOT APPLICABLE X


Reference for Agenda: YES ___ NO X

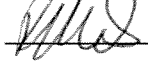
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: CHANGE ORDER – RDM ELECTRIC COMPANY, INC. – ADVANCED TECHNOLOGY CENTER PHASE II

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to submit for approval Change Order No. 24-01 from RDM Electric Company, Inc. It was necessary for an electrical panel to be added to the IDF room in order to support an additional district requested air conditioning unit needed to keep the equipment in the IDF room at an optimum working temperature.

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

Need:

This additional work is necessary to complete the Advanced Technology Center project.

Fiscal Impact: \$12,065.82 – Budgeted Item.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with RDM Electric Company, Inc. in the amount of \$12,065.82.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CHANGE ORDER – RDM ELECTRIC COMPANY, INC. – ADVANCED TECHNOLOGY CENTER

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to submit for approval Change Order No. 09-04 from RDM Electric Company, Inc. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	Credit for changing from flush valves to battery operated valves.	\$(815.48)
2.	The district deleted cabinets due to high price of warranties and installed wiremold instead.	\$15,604.44
3.	The district requested additional outlets be installed to accommodate the additional equipment for the IT department.	\$9,141.32
4.	Light cove pockets originally specified along the restroom walls were omitted due to mechanical ducts obstructing installation.	\$976.45
5.	The district revised the furniture layout in the mall area which required revising the electrical layout.	\$11,247.46
6.	Deletion of (24) convenience power outlets along both sides of mall area.	\$(3,652.31)
Total:		\$32,501.88

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

Need:

This additional work is necessary to complete the Advanced Technology Center project.

Fiscal Impact: \$32,501.88 – Budgeted Item.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with RDM Electric Company, Inc. in the amount of \$32,501.88

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: CHANGE ORDER – CASTON PLASTERING & DRYWALL –
SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to submit for approval Change Order No. 13-03 from Caston Plastering & Drywall. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	The district requested additional access hatches be installed to provide attic access from the make-up lab for future maintenance problems.	\$1,682.50
2.	Additional framing was required to align prop room with existing opening at the loading dock.	\$443.00
3.	The district requested additional stucco repair on the existing building to match the new, brighter appearance of the addition.	\$224.94
4.	The contractor was directed to change the 4" metal studs specified to 6" metal studs at the east walls of Rooms 215 and 222 to accommodate plumbing.	\$331.03
5.	A cleanup service was hired to clear away accumulated trash at the job site and the cost was divided between the contractors and deducted from their contracts.	\$(509.32)
6.	Costs associated with the framing, drywall and stucco required per the district's request to extend the lobby.	\$9,639.47
7.	Spray on fireproofing required at the new lobby extension to comply with code requirements.	\$5,393.31
8.	Additional patch and repair work required where wall paper was removed, as well as other damage due to work required to extend theater.	\$625.00
9.	Additional repair to wall papered walls in the existing theater after removal of fire hose cabinets.	\$1,082.74
10.	The district requested that the contractor cap the top of the CMU around the second exterior walkway to prevent any safety issues.	\$604.68
	Total:	\$19,517.35

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

Need:

This additional work is necessary to complete the Speech/Drama Addition project.

Fiscal Impact: \$19,517.35 – Budgeted Item.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with Caston Plastering & Drywall in the amount of \$19,517.35.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

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

TOPIC: CHANGE ORDER – DAART ENGINEERING – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to submit for approval Change Order No. 20-02 from Daart Engineering. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	Installation of an additional fire hose valve at the stage as directed by DSA.	\$3,460.00
2.	Credit to district for removal of trash on site.	\$(509.32)
3.	Fire sprinkler modifications required for code compliance at the new lobby extension.	\$6,392.00
Total:		\$9,342.68

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

Need:

The above items are needed to complete the Speech/Drama Addition project.

Fiscal Impact: \$9,342.68 – Budgeted Item.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with Daart Engineering in the amount of \$9,342.68.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CHANGE ORDER – AMT SYSTEMS, INC. – SPEECH/DRAMA
ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to submit for approval Change Order No. 21-01 from AMT Systems, Inc. The district chose to omit the option for rigid conduit from another contract and replaced this with Plenum rated cable, resulting in a substantial overall savings to the district. Value Engineering.

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

Need:

The above items are needed to complete the Speech/Drama Addition project.

Fiscal Impact: \$42,045.58 – Budgeted Item.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with AMT Systems, Inc. in the amount of \$42,045.58

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: CHANGE ORDER – AIR-EX AIR CONDITIONING – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Steve R. Garcia

APPROVED BY: Robert Silverman RS

Description/Background:

The district wishes to submit for approval Change Order No. 07-03 from Air-Ex Air Conditioning. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

- | | | |
|----|---|------------|
| 1. | The heating, ventilation and air conditioning systems had to be revised due to the districts request to extend the lobby. | \$8,621.26 |
| 2. | Credit to district for removal of trash on site. | \$(509.32) |
| | Total: | \$8,111.94 |

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

Need:

This additional work is necessary to complete the Speech/Drama Addition project.

Fiscal Impact: \$8,111.94 – Budget Item.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with Air-Ex Air Conditioning in the amount of \$8,111.94

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CHANGE ORDER – COLUMBIA STEEL – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to submit for approval Change Order No. 03-02 from Columbia Steel. The District requested that the lobby be extended in the Performing Arts Center and this change order covers the cost and installation of 400 square yards of carpet.

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

Need:

The above items are needed to complete the Speech/Drama Addition project.

Fiscal Impact: \$13,832.00 – Budgeted Item.

Recommended Action: This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the change order with Columbia Steel in the amount of \$13,832.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CHANGE ORDER – UNITED CONTRACTORS – ADVANCED TECHNOLOGY CENTER

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Steve R Garcia

APPROVED BY: Robert Silverman RS

Description/Background:

The district wishes to submit for approval Change Order No. 18-01 from United Contractors. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

- | | | |
|---------------|---|--------------------|
| 1. | Additional bracing was required for the exterior column capitals to provide additional support against the wind. | \$16,254.00 |
| 2. | Additional sheet metal flashing was installed at various locations at the district's request to prevent accumulation of trash and avoid future maintenance issues at these locations. | \$8,981.00 |
| 3. | Design of the building left a gap between exposed tube steel in the ceiling of the mall and the window frames. The best solution was to install a piece of bent metal painted the same color as the exposed steel and the window frame. | \$4,135.00 |
| 4. | Plans called for reinforcing backing plates to be installed under roof drains, but was not included in the Structural Steel scope of work and had to be added in. | \$1,175.00 |
| Total: | | \$30,545.00 |

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

Need:

This additional work is necessary to complete the Advanced Technology Center project.

Fiscal Impact: \$30,545.00 – Budgeted Item.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with United Contractors in the amount of \$30,545.00

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: CHANGE ORDER – T.B. PENICK & SONS – ADVANCED TECHNOLOGY CENTER

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve Garcia*

APPROVED BY: Robert Silverman *Robert Silverman*

Description/Background:

The district wishes to submit for approval Change Order No. 02-03 from T.B. Penick & Sons. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	Additional concrete work required for installation of generator per the District's request.	\$3,167.10
2.	Additional over-ex and re-compaction at South retaining wall required by soils testing engineers.	\$1,040.46
3.	Credit from contractor to use a less expensive wood nailer – Value Engineering.	\$(3,956.00)
4.	Wood nailers not required in a continuous taper at bridge so contractor used an alternative method – Value Engineering.	\$(4,000.00)
5.	Civil drawings did not accurately portray existing elevations, thus requiring additional base to meet proper height elevations between new and existing curbs.	\$4,518.60
6.	Additional framing required to accommodate installation of the generator.	\$2,311.69
7.	Civil elevations did not match the tie into the fire lane, thus changes were required to accommodate a proper slope at the bottom of stair 4 to comply with codes.	\$1,090.89
8.	Repair 130 feet of existing sidewalk between the music building and Jacaranda damaged by tree roots also required reinstallation of the curb.	\$626.56
9.	Civil drawings were not accurate for parking lot elevations, requiring additional aggregate base to provide proper flow in parking lot.	\$6,553.45
10.	Civil drawings did not accurately portray existing elevations in west parking lot, requiring the contractor to re-grade to meet proper height elevations between new and existing curbs.	\$1,841.61
	Total:	\$13,194.36

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

Need:

This additional work is necessary to complete the Advanced Technology Center project.

Fiscal Impact: \$13,194.36 – Budgeted Item.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with RDM Electric Company, Inc. in the amount of \$32,501.88

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CHANGE ORDER – WORTHINGTON CONSTRUCTION –
SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Steve R Garcia

APPROVED BY: Robert Silverman RS

Description/Background:

The district wishes to submit for approval Change Order No. 02-01 from Worthington Construction. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

- | | | |
|--------|---|--------------|
| 1. | Delete irrigation time clock and installation. Will be provided by district. | \$(665.05) |
| 2. | Omit rip rap and concrete along lake per district's request. | \$(3,807.76) |
| 3. | Backflow preventer not required for new irrigation system, thus deleted from scope of work. | \$(3,918.80) |
| 4. | Replace planter and irrigation system with concrete to comply with door landing code. | \$(703.56) |
| Total: | | \$(9,095.17) |

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

Need:

The above items are needed to complete the Speech/Drama Addition project.

Fiscal Impact: \$(9,095.17) – Credit to the District.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with Worthington Construction in the amount of \$(9,095.17).

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: CHANGE ORDER – INLAND BUILDING COMPANIES DIV. INLAND ACOUSTICS – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve Garcia*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to submit for approval Change Order No. 06-02 from Inland Building Companies, Div. Inland Acoustics. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

- | | | |
|----|---|--------------|
| 1. | The district requested that all TV brackets throughout the building be deleted as they were no longer required due to installation of smart boards. | \$(2,398.00) |
| 2. | Projector mounts were no longer needed and were deleted from the scope of work. | \$(2,095.00) |
| | | \$(4,493.00) |

Total:

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

Need:

This additional work is necessary to complete the Speech/Drama Addition project.

Fiscal Impact: \$(4,493.00) – Credit to the District.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with Inland Building Companies, Div. Inland Acoustics in the amount of \$(4,493.00).

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CHANGE ORDER – EJ ENTERPRISES – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Steve R Garcia

APPROVED BY: Robert Silverman RS

Description/Background:

The district wishes to submit for approval Change Order No. 04-02 from EJ Enterprises. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

- | | | |
|----|---|----------------------|
| 1. | Additional electrical work associated with the fire alarm system at the stage area as required by code. | \$4,089.29 |
| 2. | Deletion of custom color for overhead roll down door – Value Engineering. | \$(1,330.00) |
| 3. | Specifications for door hardware were incorrect thus the swing of the door had to be reworked. | \$655.00 |
| 4. | Omission of 11 automatic door operators and conduits not required by code. | \$(25,682.13) |
| 5. | Credit to district for removal of trash on site. | \$(509.32) |
| 6. | Finish hardware was revised – Value Engineering. | \$(8,937.00) |
| | Total: | \$(31,714.16) |

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

Need:

The above items are needed to complete the Speech/Drama Addition project.

Fiscal Impact: \$(31,714.16) – Credit to the District.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with EJ Enterprises in the amount of \$(31,714.16).

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: CHANGE ORDER – DAN WORLEY PLUMBING – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Steve R. Garcia

APPROVED BY: Robert Silverman [Signature]

Description/Background:

The district wishes to submit for approval Change Order No. 08-02 from Dan Worley Plumbing. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	The district requested that an additional 8" storm drain be installed between the rock creek outlet and the lake to avoid clogs and flooding during heavy storms.	\$1,469.00
2.	Contractor required to core and chip tie CMU wall to accommodate for required ADA compliant restroom stalls. Dimensional error on original plans.	\$557.00
3.	Revisions were required to the storm drains due to unforeseen field conditions.	\$2,336.00
4.	Repair 2" copper damaged roof drain pipe due to unforeseen field conditions.	\$236.00
5.	Credit to the district for trash removal on site.	\$(509.32)
6.	Unforeseen field conditions required additional trenching to identify existing underground utilities.	\$2,530.35
7.	Extension of lobby required the relocation and replacement of the roof drain on the west wall.	\$1,735.00
Total:		\$8,354.03

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

Need:

The above items are needed to complete the Speech/Drama Addition project.

Fiscal Impact: \$(9,095.17) – Credit to the District.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with Dan Worley Plumbing in the amount of \$8,354.03.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CHANGE ORDER – SIMMONS & WOOD – ADVANCED TECHNOLOGY CENTER

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Steve R Garcia

APPROVED BY: Robert Silverman RS

Description/Background:

The district wishes to submit for approval Change Order No. 05-02 from Simmons & Wood. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

- | | | |
|--------|---|--------------|
| 1. | Paint 520 lineal feet of galvanized angle due to value engineering on another contract. | \$1,092.00 |
| 2. | Delete fog coat painting on all exposed ceiling panels. | \$(5,988.00) |
| Total: | | \$(4,896.00) |

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

Need:

This additional work is necessary to complete the Advanced Technology Center project.

Fiscal Impact: \$(4,896.00) – Credit to the District.

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with Simmons & Wood in the amount of \$(4,896.00).

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: Independent Contract Agreement- Milt Rose Investigations
SUBMITTED BY: Robert Silverman
RECOMMENDED BY: Robert Silverman
APPROVED BY: Robert Silverman

Description/Background:

The district wishes to ratify the agreement with Milt Rose Investigations to conduct an investigation regarding a complaint filed. Dates of service will be April 16, 2008 through May 30, 2008.

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

Need:

The above ratified agreement was necessary to conduct an investigation regarding a complaint filed.

Fiscal Impact: Not to exceed \$1,000.00.

Recommended Action: These items have been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreements in the amount of \$1,000.00.

Legal Review: YES ___ NOT APPLICABLE X


Reference for Agenda: YES ___ NO X


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

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

TOPIC: GRANT AGREEMENT – OFFICE OF STATEWIDE HEALTH
PLANNING AND DEVELOPMENT

SUBMITTED BY: Pat Luther, Nursing

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to accept a grant agreement between the Office of Statewide Health Planning and Development and Victor Valley Community College District. The period of this grant agreement is July 1, 2008 through June 30, 2010.

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

Need:

Funds from this grant will provide assistance to cover faculty cost for the Associate Degree Nursing Program.

Fiscal Impact: \$80,000 to the District
(\$40,000 - 2008 – 2009 Academic Year)
(\$40,000 - 2009 – 2010 Academic Year)

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve a grant agreement between the Office of Statewide Health Planning and Development and Victor Valley Community College District. The period of this grant agreement is July 1, 2008 through June 30, 2010.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 08-9067
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

<small>STATE AGENCY'S NAME</small>	Office of Statewide Health Planning and Development
<small>CONTRACTOR'S NAME</small>	Victor Valley Community College
- The term of this Agreement is: 07/01/2008 through 06/30/2010
- The maximum amount of this Agreement is: **\$ 80,000.00**
 Eighty Thousand Dollars and zero cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 307
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	4 page(s)
Exhibit E – Additional Provisions	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small>		
Victor Valley Community College		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Marianne Tortorici, Deputy Superintendent		
<small>ADDRESS</small>		
18422 Bear Valley Road Victorville, CA 92395		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
Office of Statewide Health Planning and Development		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
		
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Patty Nelson, Interim Contract Services Manager		
<small>ADDRESS</small>		
400 R Street, Room 359, Sacramento, Ca 95811		

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to the following:
 - A. Victor Valley Community College Associate Degree in Nursing shall meet the Registered Nursing Standards adopted by the California Healthcare Workforce Policy Commission (CHWPC) and perform services in accordance with the Contract Criteria as set forth in Exhibit E, hereby attached.
 - B. Under the direction of the Program Director of the Victor Valley Community College Registered Nursing Education Program provide nursing education for four (4) nursing students in the 07-01-2008 to 06-30-2009 fiscal year and four (4) nursing students in the 07-01-2009 to 06-30-2010 fiscal year.
 - C. Submission of a progress report evaluating the program's effectiveness after one (1) year of the award date.
 - D. Submission of a complete final report including data outcomes on the special program at the end of the Contract period.
2. OSHPD agrees to provide:
 - A. The Program Director of the Registered Nursing Education Program, the current fiscal year's (07-01-2008 to 06-30-2009) master certification form and instructions by September 30th of the fiscal year.
 - B. Direct all Contract inquiries to:

Requesting Agency: OSHPD	Contractor Name: Victor Valley Community College
Name: Manuela Lachica, Program Director	Name: Dr. Patricia Luther, Contracts
Phone: (916) 326-3752	Phone: (760) 245-4271 ext. 2412
Fax: (916) 322-2588	Fax: (760) 951-5861
E-mail: mlachica@oshpd.ca.gov	E-mail: lutherp@vvc.edu

The project representatives during the term of this Contract will be:

Requesting Agency: OSHPD	Training Program: Associate Degree in Nursing
Section/Unit: Healthcare Workforce Development Division (HWDD)	Section/Unit: Registered Nursing Education Program
Attention: Terrie Smith, Program Analyst	Attention: Dr. Patricia Luther, Program Director
Address: 400 R Street Sacramento, CA 95811	Address: 18422 Bear Valley Road Victorville, CA 92395
Phone: (916) 326-3754	Phone: (760) 245-4271 ext. 2412
Fax: (916) 322-2588	Fax: 760) 951-5861
E-mail: tsmith@oshpd.state.ca.us	E-mail: lutherp@vvc.edu

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS**1. Payment**

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C., OSHPD agrees to compensate Victor Valley Community College in accordance with the rates specified herein.
- **\$833.00 (Eight hundred thirty three dollars)**, per ADN student per month from 07-01-2008 to 02-28-2009 and
\$834.00 (Eight hundred thirty four dollars), per ADN student per month from 03-01-2009 to 06-30-2009; up to a total of \$40,000.00 for four (4) students for fiscal year 2008/09.
 - **\$833.00 (Eight hundred thirty three dollars)**, per ADN student per month from 07-01-2009 to 02-28-2010 and
\$834.00 (Eight hundred thirty four dollars), per ADN student per month from 03-01-2010 to 06-30-2010; up to a total of \$40,000.00 for four (4) students for fiscal year 2009/10.
- B. The term of this agreement shall be July 1, 2008 through June 30, 2010.
- C. Quarterly certifications shall include the Contract Number, the names of the students supported under this Contract, and a certification by the Program Director of the Registered Nursing Education Program (original signature) that each student was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:

Terrie Smith, Program Analyst
Song-Brown Training Program
Office of Statewide Health Planning and Development
400 R Street, Room 330
Sacramento, CA 95811

- D. Contractor shall submit a final certification within 120 days after the Contract has ended (i.e., Contract ends June 30th, final certification is due by October 30th). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the OSHPD shall have the option to either cancel this Contract with no liability occurring to the OSHPD, or offer a Contract amendment to Contractor to reflect the reduced amount.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS**1. RESOLUTION OF CONTRACT DISPUTES:**

Any dispute arising under this agreement, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHPD) signing this contract shall be submitted to non-binding arbitration after the following process, has been completed:

- (A) The Contractor first discusses a problem informally with the Song Brown Health Care Workforce Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce and Community Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the findings and decision.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to binding arbitration.
- (D) Binding Arbitration
 - (1) At the option of the parties, binding arbitration of a dispute of grievance may be sought. Each party shall provide written notice to the other of an intention to exercise this provision. Both parties must agree to submit to arbitration. The dispute or grievance shall be resolved by a panel of three (3) experts in the particular field of dispute. Each party shall have the right to select one (1) panelist. If the party does not exercise that right within ten (10) working days after written agreement to submit to arbitration, the other party may select one (1) additional panelist. The selected panel will then select a third member.
 - (2) The panel shall set a hearing day, time and place convenient to both parties within thirty (30) working days of panel selection. Each party shall submit a written statement to the panel and the opposing party issues and arguments to be presented within five (5) working days of the hearing date. The hearing shall be informal with an opportunity for both parties to present their arguments. A court reporter may be present at the expense of the requesting party. The panel shall provide the parties with a written decision within thirty (30) working days of the hearing. The decision shall be binding to parties.

EXHIBIT D

- (3) The costs of the arbitration panel shall be borne equally by the parties. At the option of the parties, these costs may be deducted from any balance of the contract funds. Both parties must agree, in writing, to utilize contract funds to reimburse the arbitration.

EXHIBIT E

ADDITIONAL PROVISIONS**1. Registered Nurse Standards Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.**

- I. Each Registered Nursing Education Program approved for funding under the Health Care Workforce Training Act (hereinafter "the Act") shall be operated by an accredited California School of Nursing or shall be approved by the Regents of the University of California or by the Trustees of the California State University and Colleges, or the Board of Governors of the California Community Colleges, and shall be approved by the Board of Registered Nursing pursuant to Section 2834-2837, Article 8, Chapter 6, Div. 2, of the Business and Professions Code.
- II. Each Registered Nursing Education Program approved for funding under the Act shall include a component of clinical experience and curriculum in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare nurses for service in such neighborhoods or communities.
- III. Appropriate strategies shall be developed by each nursing education institution receiving funds under the Act to encourage nursing students who are educated in programs funded by the Act to enter into practice in underserved areas for nurses within California as defined by the Healthcare Workforce Policy Commission (hereinafter referred to as "areas of unmet need"). Such strategies shall incorporate the following elements:
 - A. An established procedure to identify, recruit, and admit nursing students who possess characteristics which would suggest a predisposition to practice in areas of unmet need, and who express a commitment to serve in areas of unmet need.
 - B. An established counseling and placement program designed to encourage nursing program graduates to enter practice in underserved areas.
 - C. A program component such as a preceptorship experience in an underserved area, which will enhance the potential of nursing program graduates to practice in such an area.

2. Registered Nursing Contract Criteria Adopted by the California Healthcare Workforce Policy Commission on April 21, 2006.

- I. Contract Awards
 - A. Each contract entered into, pursuant to the Health Care Workforce Training Act, Health and Safety Code, Sections 128200, et., (hereinafter "the Act"), shall be based on the recommendation of the Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the Healthcare Workforce Policy Commission official minutes.

EXHIBIT E

- B. Each contract shall be for a purpose authorized by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.
- C. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the Healthcare Workforce Policy Commission Standards for Registered Nursing Education Programs.
- D. Purpose for Which Contract Funds May be Expended
 - 1. Contract funds may be expended for any purpose which the educational institution judges will most effectively advance the education of nursing students, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the nursing education institution.
 - 2. Contract funds may be used for expenses incurred for the provision of nursing education, including faculty and staff salaries, nursing student stipends, alterations and renovations necessary to the provision of the nursing education programs, and supplies and travel directly related to the nursing education program.
 - 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.

II. Contract Terms

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.
- B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final invoice submitted within 120 days of contract's end to the Healthcare Workforce and Community Development Division. The invoice shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this agreement, and costs to the Contractor for the services for which reimbursement is sought. The required invoice format shall be provided to the Contractor prior to the effective date of the Contract.
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the Healthcare Workforce Policy Commission. Transfer of funds between budget categories is permitted only with express written permission of the Deputy Director of the Healthcare Workforce and Community Development Division, and only when not prohibited by other provisions of these Contract Criteria.

EXHIBIT E**III. Accounting Records and Audits****A. Accounting**

Accounting for contract funds will be in accordance with the education institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Education institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the nursing education program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. The accurate and timely separate identification of funds received under the Act.
2. The separate identification of expenditures prohibited by the contract criteria.
3. An adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

B. Expenditure Reporting

Reports of nursing education program expenditures and enrollment of nursing students under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

C. Record Retention and Audit

1. The education institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its nursing education program for the purpose of audit and examination.
2. The education institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.
3. The education institution agrees to make available at the office of the education institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.

EXHIBIT E

4. The education institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
 - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.


5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.

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

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

TOPIC: DEPARTMENT CHAIRPERSON'S PAY FOR SPRING, 2008

SUBMITTED BY: Ruby Wikstrom, Instruction

RECOMMENDED BY: Marianne Tortorici 

APPROVED BY: Robert Silverman

Description/Background:

The district desires to approve payment for department chairpersons for the spring, 2008 academic year per the attached list.

A copy of the department chairperson's pay for the spring, 2008 academic year is available in the president's office for review.

Fiscal Impact: \$78,489 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve payment for department chairpersons for the spring, 2008 academic year per the attached list.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

**DEPARTMENT CHAIRPERSON PAY
SPRING 2008**

DEPARTMENT	DEPARTMENT CHAIR	TOTAL
Art & Design/Photo	Brent Wood	\$2,754
Business Administration	David Hollomon	\$2,754
Business Real Estate/Escrow	Chris Grover	\$1,377
Chemistry	Thomas Kennedy	\$2,754
Child Development	Sandy Visser	\$1,377
Computer Information Technology	Shane Thomas	\$4,131
Computer Integrated Design & Graphics	Claude Oliver	\$2,754
Construction & Manufacturing Technology	Nord Embroden	\$2,754
Cooperative Education	Maggi Dunsmore	\$1,377
Counseling	Diane Wollan	\$5,508
Education Technology	Mike Smith	\$1,377
Electronics and Computer Technology	Thomas Faro	\$1,377
English	Patricia Jo Teel	\$2,754
English As a Second Language	Maria Ruiz	\$2,754
Foreign Languages	Martha Vila	\$2,754
Learning Resources	Leslie Huiner	\$1,377
Mathematics	Stephen Toner	\$2,754
Music	David Graham	\$2,754
Nursing	Terry Truelove	\$6,885
Philosophy/Religious Studies	Marc Skuster	\$2,754
Physical Education	Debra Blanchard	\$4,131
Physical Science	Michael Butros	\$1,377
Political Science	David Dupree	\$2,754
Psychology	Patricia Jennings	\$2,754
Respiratory Therapy	Traci Marin	\$1,377
Restaurant Management	Duane Buckles	\$1,377
Social Sciences	Lisa Ellis	\$5,508
Speech/Theatre Arts	Jackie Augustine-Carreira	\$2,754
Welding	Gary Menser	\$1,377
	Total	\$78,489

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

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

TOPIC: HONORARY DEGREE – VICTOR VALLEY COMMUNITY COLLEGE

SUBMITTED BY: Greta Moon, Admissions and Records

RECOMMENDED BY: Marianne Tortorici

APPROVED BY: Robert Silverman

Description/Background:

The district desires to approve a recommendation that Pierre Barrera receive an honorary degree at the 2008 commencement ceremony.

Need:

Victor Valley Community College District Board Policy 4110 states that honorary degrees may be awarded at commencement or some other equally appropriate time. The name of the persons receiving honorary degrees must be approved by the Board.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve a recommendation that Pierre Barrera receive an honorary degree at the 2008 commencement ceremony.

Legal Review: YES ___ NOT APPLICABLE X

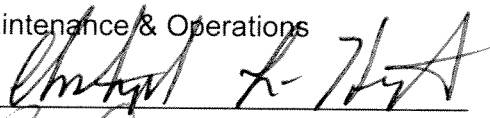
Reference for Agenda: YES ___ NO X

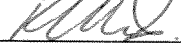
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AWARD OF AGREEMENT – ASPHALT REPLACEMENT - UNITED PAVING CO.

SUBMITTED BY: Christopher L. Hylton, Maintenance & Operations

RECOMMENDED BY: Christopher L. Hylton 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to enter into an agreement with United Paving Co. to complete an asphalt replacement project. The parking lot around the Administration Building (Lot #10) and the parking lot in front of Building 10A (Lot #11) have degraded past a repairable condition. Several areas pose a substantial liability for injury due to cracks, pot holes, and rough surfaces. Due to the amount of activity around these buildings, especially during the Farmer’s Market, dramatically increases the opportunity for someone to fall down and injure themselves, which could cause a claim against the District.

In addition, the road between the Construction Technology building and the Automotive Lab narrows from a two lane road to a single lane. This creates limited accessibility for the students and staff that are trying to access classes in the Lower Portables and Agriculture. It increases the possibility of an accident or pedestrian injury.

And finally, as part of the District’s recycling program, and to increase our potential income from redemption, storage containers have been arranged behind the warehouse to store bales of cardboard and mixed paper. These boxes are not accessible with the fork lift because of the sandy soil. The installation of an asphalt tarmac is proposed to accommodate the forklift.

Bids were received and opened from 7 contractors on April 11 at 2:00 p.m. and the lowest responsible bidder is United Paving Co.

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

Need: Install new asphalt and replace existing asphalt to increase safety for students and staff, and to increase the efficiency of District operations.

Fiscal Impact: \$461,272.00 to be funded from a one time deferred maintenance block grant and redevelopment funds.

Recommended Action: It is recommend that the district award the contract to United Paving Co. for the completion of the asphalt replacement project.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

**AGREEMENT
ASPHALT REPLACEMENT
Bid #MO-08-001**

This AGREEMENT, made the _____ day of _____ in the County of San Bernardino, State of California, by and between Victor Valley Community College District, hereinafter referred to as the owner, and United Paving Co. hereinafter referred to as the Contractor, WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following project:

BID #MO-08-001, ASPHALT REPLACEMENT

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Office of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the District Office within three working days of the date of occurrence of the act or omission preventing the contractor from fully complying with the contract documents.

ARTICLE 2 - TIME FOR COMPLETION. The work shall be commenced on the date stated in the District's notice to proceed as provided in Section 1 of the Supplementary General Conditions, and as specified therein, shall be completed within 52 calendar days from and after the date in such notice. Work not completed in conformance with the foregoing shall be subject to liquidated damages in the amount set forth in Section 5 of the General Conditions.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided for in the contract documents, the sum of Four Hundred Sixty-One Thousand Two Hundred Seventy-Two dollars and NO/100(\$461,272.00) said sum being the total amount of the following amounts stipulated in the proposal.

Lot # 10 & 11 Replacement - \$439,048.00, Warehouse Asphalt Installation - \$14,321.00, Lower Portable Road Widening - \$7,903.00

ARTICLE 4 - HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss damages, or expense, of any nature whatsoever, including attorney fees and costs, which may be incurred by reason of:

- A. Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District: and

- B. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury of damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.
- C. The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officer, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the district, its officers agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 5 - PROVISION REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Instructions for Bidders
- Bid Form and Designation of Subcontractors
- Bid Bond
- Noncollusion affidavit
- Agreement
- Performance Bond
- Payment Bond
- General Conditions and supplementary General conditions
- Specification; Supplemental Nos. ____ and Addenda Nos. ____, and ____, as issued
- Drawings
- Contractor's Proposal
- Contractors' Certificate regarding Workman's Compensation

ARTICLE 7 - PUBLIC LIABILITY INSURANCE. Contractor shall take out and maintain during the life of this contract public liability insurance in an amount not less than *\$1,000,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one accident, and property damage insurance in an amount not less than \$250,000. A signed copy of insurance will be provided to owner.*

ARTICLE 8 - WORKER'S COMPENSATION. In accordance with the provisions of Section 3700 of the Labor Code, contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the installation work under this contract:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract.

The form of such certificate is included as a part of the Bid Form and Agreement documents.

ARTICLE 9 - HOLD HARMLESS. The Contractor agrees to save harmless, defend and to indemnify the Victor Valley Community College District, its officers, agents, servants and employees during the period of installation from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with its work, however caused; and
- b. Any injury to person or property sustained by any firm or corporation, caused by any act, neglect, default, or omission of the Contractor or any person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the Contractor on any such claim or demand, and pay or satisfy the judgment that may be rendered against the Owner in any such action, suit or legal proceedings or result thereof.

ARTICLE 10 - PREVAILING WAGE RATES. Refer to Sections 41, 42 and 43 of the General Conditions.

ARTICLE 11 - INSTRUCTIONS. Prior to commencing work, contact the Project Manager at (760)245-4271 ext. 2472 to schedule actual start date.

ARTICLE 12 - JOB COMPLETION. Contractor shall notify District Project Manager when job is complete, whereupon job will be inspected and certified as complete.

ARTICLE 13 - PAYMENT. Payment will be made under one of the following conditions:

OPTION ONE: Each month within fifteen (15) days after receipt of the approved periodic estimate for partial payment, there shall be paid to Contractor a sum equal to ninety percent (90%) of value of the work performed up to the last day of the previous month, less the aggregate of previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract, and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District or District shall remain un-complied with.

The final payment of ten percent (10%) of the value of work done under this contract, if unencumbered, shall be made thirty (30) days after acceptance of work by District as approved by Chris Hylton, Director of Maintenance & Operations. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract. At any time after fifty percent (50%) of the work has been completed, if the District, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to ten percent (10%) thereof as District may find appropriate based on the Contractor's progress.

OPTION TWO: Payment will be made upon satisfactory completion and acceptance of entire job. Payment will be made within thirty days after receipt of invoice.

ARTICLE 14 - ASBESTOS NOTIFICATION. This article is to advise you of the availability of information relative to the locations(s) of asbestos-containing building materials (ACBM) which your employees may come in contact with while performing services for the Owner.

Existing federal law, as contained in 40 CFR, Part 763.84(d) mandates that your workers be provided with this information before starting any work in these areas. Each school facility has its own site specific "management plan" which contains this information. It is suggested that your workers receives these documents for their work location.

The Owner assumes no responsibility for providing these workers with training or protective equipment which may be required by any federal, state or local regulation enforcement agency.

Our district contact for any questions pertinent to this subject is Chris Hylton. He may be contacted at (760) 245-4271 ext. 2472.

IN WITNESS WHEREOF, this agreement has been duly executed by the above-named parties, on the day and year first above written.

District Representative Signature

Title (Date)

Proper Name of Contractor
By _____
(Signature)

Printed Name _____
Title _____
Address _____
City/State _____
License No. _____
Phone _____

(Corporate Seal)

FOR DISTRICT USE ONLY

Contractor's Board Phone Number: (800) 321-2752
LICENSE TYPE & DESCRIPTION _____
LICENSE EXPIRATION DATE _____
CURRENT, ACTIVE AND IN GOOD STANDING: YES _____ NO _____

CONTRACTORS CERTIFICATE REGARDING
WORKERS' COMPENSATION

I hereby affirm, under penalty of perjury, one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700, for the duration of any business activities conducted for which this license is issued.

- I have and will maintain workers' compensation insurance, as required by Section 3700, for the duration of any business activities conducted for which this license is issued.

- My workers' compensation insurance and policy number are:

Carrier _____

Policy Number _____

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers compensation laws of California, and agree that if I should become subject to the workers compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Section 3700.

Name _____

Date _____

Address _____

Signature _____

Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to \$100,000, in addition to the cost of compensation, damages as provide for in Section 3706 of the labor code, interest, and attorney's fees.

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

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

TOPIC: CHANGE ORDER – ASR CONSTRUCTORS – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Steve R Garcia

APPROVED BY: Robert Silverman [Signature]

Description/Background:

The district wishes to submit for approval Change Order No. 01-02 from ASR Constructors. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	Lobby extension demolition.	\$14,800.00
2.	The district requested for the installation and repair of asphalt at the existing parking lot.	\$80,580.00
3.	The district requested a 2" masonry cap under the handrails of the exterior stairs and balcony to avoid future maintenance problems.	\$(1,479.50)
4.	Omit labor and material associated with installation of (3) exterior light poles due to pre-existing conditions.	\$(1,057.50)
5.	Delete fire treatment at parapet nailers at the covered walkway guardrails. No longer required by code.	\$(1,392.00)
6.	Remove a portion of the existing masonry wall and install chainlink gate.	\$1,313.00
7.	The district requested the roof well air conditioning unit be revised to utilize the chilled water supplied by the Central Plant.	\$956.00
8.	A raised deck was shown in the original drawings but no structural support system was indicated. Architectural omission.	\$895.00
9.	The district requested a concrete seat wall around campus patio area.	\$5,125.00
10.	Credit to district for removal of contractor's trash.	\$(509.32)
Total:		\$99,230.68

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

Need:

The above items are needed to complete the Speech/Drama Addition project.

Fiscal Impact: \$99,230.68 – Budgeted Item.

Recommended Action: It is recommended that the Board of Trustees approve the change order with ASR Constructors in the amount of \$99,230.68.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

Change Order

Spencer/Hoskins Associates

2245 N. Lake Avenue
Altadena, CA 91001

Owner	<input type="checkbox"/>
Architect	<input type="checkbox"/>
CM	<input type="checkbox"/>
Project Inspector	<input type="checkbox"/>
Contractor	<input type="checkbox"/>

PROJECT: **Speech Drama Addition**

DSA Application No. 04-106730

18422 Bear Valley Road
Victorville, CA 92395

Date: 3/8/2008

To Contractor:

ASR Constructors
5230 Wilson St
Riverside, CA

Architect's Project No: 03083

Contract Date: 6/12/2006

Contract Number: B.P. No 001

The Contract is hereby revised by the following items:

Change Order No. 01-02

Item	Description	Amount
CCD 066	Demo existing theatre lobby to include: ceiling, plaster, metal studs, and all interior carpet & windows. Owner Requested change to extend lobby interior.	\$14,800.00
CCD 078	Install & repair asphalt in existing parking per District Request.	\$80,580.00
CCD 083	Omit wood nailer & sheet metal flashing on top of masonry walls & replace with a 2" thick masonry cap under the handrails of the exterior stairs & balcony in accordance with sketches. Not required owner requested to avoid future maintenance problems.	\$(1,479.50)
CCD 093	Omit labor & material associated with the installation of (3) exterior standard light poles. Light poles will not fit in the locations specified due to unknown pre-existing conditions.	\$(1,057.50)
CCD 074	Delete the fire treatment at parapet nailers and delete the nailers at the covered walkway guardrails on the 2nd floor. No longer required by code.	\$(1,392.00)
CCD 116	Saw cut & remove portion of existing masonry wall at loading dock & install 3'X8' chainlink gate in accordance with attached SK-49. Work directed to simplify construction and avoid touching existing building.	\$1,313.00
CCD 119	Revise concrete pads required for revised AC-2, AC-3 & AC-4 units due to District change to revise the roof well air conditioning units to utilize the chilled water supplied by the central plant.	\$956.00
CCD 120	Concrete curb in lieu of CMU curb at east wall of Prep room 211A to support elevated metal deck edge. Refer to attached drawing SK-32. Additional support was required at the decking edge to align with CMU wall below.	\$895.00
CCD 070	Furnish and install concrete seat wall around campus patio center per the request of VVCCD	\$5,125.00
CCD 104	Credit for district removal of Contractor's trash.	\$(509.32)

Not valid until signed by the Owner and Architect

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract/Agreement

The original Contract Value was.....	\$1,863,000.00
Sum of changes by prior Prime Contract Change Orders.....	\$57,629.72
The Contract Value prior to this Prime Contract Change Order was.....	\$1,920,629.72
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$99,230.68
The new Contract Value including this Prime Contract Change Order will be.....	\$2,019,860.40
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

YOU ARE HEREBY INSTRUCTED TO MAKE THE ABOVE CHANGES TO THE PLANS AND SPECIFICATION OF THE ABOVE CONTRACT, SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

Speech Drama Addition

Change Order No. 01-02

Prolog Manager

Printed on: 3/24/2008

VictorValley College

Page 1

Spencer/Hoskins Associates

ASR Constructors

Victor Valley College District

ARCHITECT

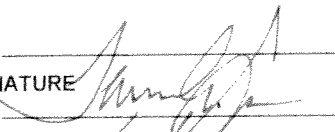
2245 N. Lake Avenue
Altadena, CA 91001

Address

By

SIGNATURE

DATE


4/16/08

CONTRACTOR


5230 Wilson St
Riverside, CA

Address

By

SIGNATURE

DATE


4-17-08

OWNER

18422 Bear Valley Rd.
Victorville, CA 92395

Address

By

SIGNATURE

DATE

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

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

TOPIC: CHANGE ORDER – BLEDSOE MASONRY – SPEECH/DRAMA ADDITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Steve R. Garcia

APPROVED BY: Robert Silverman Robert Silverman

Description/Background:

The district wishes to submit for approval Change Order No. 12-01 from Bledsoe Masonry. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	Due to the district's request to extend the Performing Arts Lobby, new storefront window and doors were furnished and installed.	\$75,507.00
2.	Code required additional masonry jamb rebar reinforcement for the new storefront window and doors.	\$1,266.79
3.	Due to unforeseen site conditions, a window which was installed had to be moved 4' off the finished floor.	\$1,394.36
Total:		\$78,168.15

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

Need:

The above items are needed to complete the Speech/Drama Addition project.

Fiscal Impact: \$78,168.15 – Budgeted Item.

Recommended Action: It is recommended that the Board of Trustees approve the change order with Bledsoe Masonry in the amount of \$78,168.15.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

Change Order

Spencer/Hoskins Associates

2245 N. Lake Avenue
Altadena, CA 91001

Owner
 Architect
 CM
 Project Inspector
 Contractor

PROJECT: Speech Drama Addition

DSA Application No. 04-106730

18422 Bear Valley Road
Victorville, CA 92395

Date: 4/8/2008

To Contractor:

Bledsoe Masonry

4680 Felspar St.

Riverside, CA 92509

Architect's Project No: 03083

Contract Date: 6/12/2006

Contract Number: B.P. No 012

The Contract is hereby revised by the following items:

Change Order No. 12-01

Item	Description	Amount
CCD 094	Furnish and install new storefront for lobby extension per District request.	\$75,507.00
CCD 018	Additional masonry jamb rebars or welded splice per attached SK-20A, B & C at door 135E jamb reinforcing per PCO 006 & SK-012D. Code requirement <i>(DSA Field Requirement) dt.</i>	\$1,266.79
CCD 065	Move window already installed per Door Schedule 2'4" off finish floor. Moved it 4' off finish floor. Unforeseen field conditions, owner request change.	\$1,394.36

Not valid until signed by the Owner and Architect

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract/Agreement

The original Contract Value was.....	\$1,060,700.00
Sum of changes by prior Prime Contract Change Orders.....	\$0.00
The Contract Value prior to this Prime Contract Change Order was.....	\$1,060,700.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$78,168.15
The new Contract Value including this Prime Contract Change Order will be.....	\$1,138,868.15
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

YOU ARE HEREBY INSTRUCTED TO MAKE THE ABOVE CHANGES TO THE PLANS AND SPECIFICATION OF THE ABOVE CONTRACT, SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

Spencer/Hoskins Associates

Bledsoe Masonry

Victor Valley College District

ARCHITECT

2245 N. Lake Avenue
Altadena, CA 91001

Address

By _____

SIGNATURE 

DATE 4/16/08

CONTRACTOR

4680 Felspar St.
Riverside, CA 92509

Address

By _____

SIGNATURE 

DATE 4/17/08

OWNER

18422 Bear Valley Rd.
Victorville, CA 92395

Address

By _____

SIGNATURE _____

DATE _____

Speech Drama Addition

Change Order No. 12-01

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

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

TOPIC: AGREEMENT/RESOLUTION – KEENAN & ASSOCIATES:
FUTURIS PUBLIC ENTITY INVESTMENT TRUST PROGRAM

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: Mary Pringle Mary Pringle

APPROVED BY: Robert Silverman RS

Description/Background:

The district wishes to enter into an agreement with Keenan & Associates to establish a trust fund that is irrevocably designated for the payment of retiree health and welfare benefits to participating employees as required under Governmental Accounting Standards Board Statement Nos. 45 and 45 (GASB 43 and 45).

Services provided by Keenan include trustee, custodial and investment management services, financial auditing, bond underwriting, as well as any additional services the district may request pertaining to the trust.

History. Total Compensation Systems, Inc. performed an actuarial study in March 2006 to determine the district's other post-employment benefits (OPEB) requirement. Based on the study, the district's estimated liability is \$7.1 million. The district has anticipated meeting the GASB-required contribution, and has set aside \$3.1 million for this purpose over the past few years. The district should conduct an actuarial study every two years to update the district's OPEB liability.

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

Need:

Accounting for other post-employment benefits under Governmental Accounting Statement Nos. 43 and 45 is a legal requirement.

Fiscal Impact: None. Fees will be paid directly from the trust.

Recommended Action: It is recommended that the Board of Trustees approve the agreement and resolution with Keenan & Associates to assist the district with the establishment and maintenance of a trust for investment of funds to be used for the provision of retiree health and welfare benefits.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

GASB 43 & 45 Overview and Compliance

The Governmental Accounting Standards Board (GASB) adopted Statements 43 and 45 for public sector employers to identify and report their Other Post-Employment Benefits (OPEB) liabilities. GASB Statements 43 and 45 establish uniform financial reporting standards for OPEB and improve relevance and usefulness of the reporting. In particular, the statements require systematic, accrual-based measurement and recognition of OPEB expense over employees' years of service as well as providing information regarding the progress being made toward funding the plan.

GASB 43 establishes uniform financial reporting standards for OPEB Plans, while GASB 45 establishes uniform financial reporting standards for Employers. Both of these standards provide instructions for calculating expenses and liabilities as well as requiring supplementary information schedules to be added to the year-end financial reports.

GASB 45 & 43 effective dates are based on GASB 34 Phases:

Phase I	July 1, 2007 – Agencies with revenue of \$100 million or more
Phase II	July 1, 2008 – Agencies between \$10 to \$100 million of revenue
Phase III	July 1, 2009 – Agencies with revenue of less than \$10 million

Keenan & Associates has developed Futuris, a fully integrated program to help an Agency comply with GASB 45 & 43. Futuris includes all of the following selected through an RFP process conducted by Keenan and the plan trustee.

- Complies with the new GASB guidelines
- Creates an Essential Government Function IRS Section 115 Trust
- A integrated team with the Plan Trustee, Custodian, and Investment Manager
- Manage your fiduciary responsibilities
- Local control by creating your own Trust
- Creation of the Substantive Plan (GASB 43)

A Retirement Board of Authority is created consisting of Agency personnel to oversee and run the Futuris Trust. Keenan has selected Benefit Trust, an experienced employee benefit and pension trustee to act as the Plan Trustee.

A qualified Trustee arrangement is crucial to providing safety and confidence in any GASB compliant plan. Futuris provides employers with a **Discretionary Trustee** for asset and fiduciary management and investment policy development. The Discretionary Trustee approach is substantially different than the traditional role of a trustee. The normal industry relationship is one of a directed trustee where the employer is directing the trustee to purchase and manage certain securities. The traditional directed trustee relationship brings substantial fiduciary responsibility to the employer and its officers.

The Futuris Plan Trustee is responsible for the selection of the Registered Investment Advisor, Morgan Stanley, thereby providing Agencies with a prudent and responsible choice for investment strategy and monitoring. The Agency is not asked to make decisions on asset allocation or individual investments, but simply provide overall guidance to the trustee as to its long term investment objective. The Agency can choose from investment objectives ranging from 4.5⁰ % to 7⁰ % net of investment expenses. This delegation process helps the Agency comply with its fiduciary responsibilities.

The Substantive Plan will be prepared by Keenan as the document that describes all aspects of your GASB Compliant Plan in accordance with any agreements or understandings between the employer and plan members and their beneficiaries. Major components include:

- Written Plan Document
- Specific Level of Benefits
- Eligibility
- Communications Between Employer and Plan Members
- Historical Practice Patterns
- Funding Plan and Reporting Standards
- Amendments and Updates as Changes are Made

Keenan & Associates brings together all the components for the Agency to comply and fulfill its fiduciary obligations under GASB.

FUTURIS PUBLIC ENTITY INVESTMENT TRUST

CERTIFIED RESOLUTIONS OF THE BOARD

WHEREAS, the Board (the “**Board**”) of Victor Valley Community College District (“**Employer**”) desires to establish a trust to be used for the purposes of: (i) investment and disbursement of funds irrevocably designated by Employer for the payment of its obligations to eligible employees (and former employees) of Employer and their eligible dependents and beneficiaries for life, sick, hospitalization, major medical, accident, disability, dental and other similar benefits (sometimes referred to as “other post-employment benefits,” or “**OPEB**”), in compliance with Governmental Accounting Statement Nos. 43 and 45; and (ii) investment and disbursement of excess funds held by Employer for future use in connection with any lawful purpose of Employer, as further described herein

WHEREAS, Keenan & Associates (“**Keenan**”) has presented the “Futuris Public Entity Investment Trust Program” (the “**Program**”) as an alternative for accomplishing the above objectives and the Board desires to engage Keenan and other necessary parties to assist in the process of establishing a trust (the “**Trust**”) for these approved objectives.

WHEREAS, the Board has the authority and desire to establish a three member Retirement Board of Authority for the Trust (the “**Retirement Board of Authority**”), which shall be appointed, terminated or replaced by the Employer at any time to serve at the pleasure of the Board, to have the authority to engage other necessary providers of services in connection with the Program, including the adoption of the Trust, the appointment of a fiduciary trustee and custodian, as well as to make any and all other decisions in the name of an on behalf of the Employer with regard to the Trust and other applicable agreements;

NOW THEREFORE, be it:

RESOLVED, that the Retirement Board of Authority shall be established to serve at the pleasure of the Employer, with authority to make decisions on behalf of and in the name of the Employer with regard to the implementation of the Trust and other corresponding agreements and the following persons shall be appointed as the members of the Retirement Board of Authority, until such time as their successors shall be appointed by the Employer:

Vice President/Administrative Services, Director/Fiscal Services and Director/Payroll & Benefits;

RESOLVED FURTHER, that the Retirement Board of Authority is hereby authorized and directed to execute the Adoption Agreement to implement the Trust; it is authorized and directed to execute the Futuris Program Services Agreement; and it is authorized to execute any other necessary agreements and take other action as is

necessary to appoint the Trustee and any investment manager, as well as appoint any other “Authorized Representatives” who may act on behalf of the Employer in accordance with the terms of the Trust;

RESOLVED FURTHER, that decisions of the Retirement Board of Authority shall require an affirmative vote of at least a majority of the members of the Retirement Board of Authority and that the decisions of the Retirement Board of Authority may be made in accordance with Government Code §§ 54950 et seq. (the “Brown Act”).

RESOLVED FURTHER, that the members of the Retirement Board of Authority shall meet periodically, for regular or special meetings to be held at any place which has been designated from time to time by resolution of the Retirement Board of Authority, on such date as they shall determine but not less than every twelve (12) months, with the notice of such time and place of each meeting being provided with no less than seventy-two (72) hours notice that is delivered personally or electronically by telephone, facsimile or other electronic means, to review the investments held in the Trust and to transact such other business and make such other decisions as are required to be made by the Retirement Board of Authority;

RESOLVED FURTHER, that any meeting, regular or special, may be held in any manner consistent with the Brown Act.

RESOLVED FURTHER, that the members of the Retirement Board of Authority shall receive no compensation for serving as members of the Retirement Board of Authority;

RESOLVED FURTHER, that the members of the Retirement Board of Authority are hereby authorized and directed to take any and all other actions as they deem necessary and appropriate to carry out the purposes of these resolutions, including the execution of any and all applicable agreements to implement the Trust and to carry out the purposes of the Program as otherwise described therein.

RESOLVED FURTHER, that the members of the Retirement Board of Authority are hereby authorized to review and approve an Investment Policy Statement developed by the Trustee through consultation with the investment manager selected by the Trustee, which shall provide the guidelines for investment of funds and assets contributed by the Employer to the Trust, and that the Retirement Board of Authority are further authorized to amend the Investment Policy Statement from time to time as they shall determine appropriate based upon consultation and advice received from the Trustee and the investment manager.

RESOLVED FURTHER, that the Trustee shall have the authority to cause any or all of the assets of the Trust to be commingled, if the investment and the issuance of such investment thereof would be exempt under the provisions of Sections 2(a)(36), 3(b)(1) or 3(c)(11) of the Investment Company Act of 1940 or Section 3(a)(2) of the Securities Act

of 1933, with the assets of trusts created by others, causing such money to be invested as part of a common and/or collective trust fund.

RESOLVED FURTHER, that the Retirement Board of Authority shall provide information and copies of investment statements and other similar reports regarding the Trust and its applicable investment performance to the Board on a not-less-than quarterly basis.

I DO HEREBY CERTIFY that I am the Signer Title of the Employer, and that the foregoing is a true and correct copy of the resolutions of the Board of the Employer, duly adopted and approved at a meeting which was duly called and held in accordance with all applicable provisions of law and the bylaws of the Employer, on date.

I FURTHER CERTIFY that the above resolutions are presently in full force and effect and have not been amended or revoked.

IN WITNESS WHEREOF, this certificate has been executed on DATE.

AFFIX SEAL

CERTIFIED BY AND ATTESTED TO:

Printed Name and Title of Signer

[Version 3-5-08]

**FUTURIS
PUBLIC ENTITY INVESTMENT TRUST
PROGRAM SERVICES AGREEMENT**

This Program Services Agreement (the “**Agreement**”) is entered into as of May 13, 2008 between Keenan & Associates (“**Keenan**”), and Victor Valley Community College (“**Employer**”), with reference to the following:

A. Keenan has created the Futuris Public Entity Investment Trust Program (the “**Program**”) to assist public entity employers with the establishment and maintenance of a trust for investment of funds to be used by public entity employers for the provision of retiree health and welfare benefits to participating employees and for other purposes determined appropriate by the Employer. The Program assists employers to:

- Establish a trust (the “**Trust**”) under the terms of a Trust Agreement (“**Trust Agreement**”) that complies with the requirements of Section 115 of the Internal Revenue Code (“**Code**”);
- Establish within the Trust a fund that is irrevocably designated for the payment of retiree health and welfare benefits to participating employees of the Employer, as required under Governmental Accounting Standards Board Statement Nos. 43 and 45 (“**GASB 43 and 45**”);
- Establish within the Trust a separate fund that may be used for any lawful purpose determined by the Employer and that is invested in compliance with the provisions of applicable state law with respect to investment of excess funds;
- Appoint a qualified trustee/custodian (“**Trustee**”) who will appoint a Registered Investment Advisor (“**Investment Advisor**”) for the Trust;
- Appoint a board of authority (“**Retirement Board of Authority**”) with authority to make decisions on behalf of the Employer with respect to the Program and the Trust;
- Monitor the operations of the Trust and coordinate communications between the Employer, the Employer’s outside accounting firm and the service providers to the Trust; and
- Determine the actions necessary to comply with the financial reporting requirements for retiree health benefits and other post-employment benefits (“**OPEB**”) obligations under GASB 43 and 45.

B. Employer is a state governmental public entity employer that has previously adopted one or more retiree health and welfare benefit plans, each a (“**Plan**”) for its participating employees (“**Employees**”).

C. Employer desires to participate in the Program in order to obtain the services of Keenan in connection with the formation of the Trust, and to obtain the services of a qualified third party Trustee to administer the Trust pursuant to a Trust Administrative Services Agreement (“**Trustee Agreement**”). Under the Trustee Agreement, the Trustee will be authorized to appoint a Registered Investment Advisor to manage the assets of the Trust. Keenan, the Trustee and the Registered Investment Advisor are sometimes collectively referred to herein as the “**Service Providers**.”

NOW, THEREFORE, the parties agree as follows:

1. Services Provided By Keenan. Employer hereby engages Keenan, and Keenan hereby accepts the engagement, to provide the following services to Employer with respect to the Program and the formation and operation of the Trust during the term of this Agreement:

a. Referral to Service Providers. The Futuris comprehensive program includes referrals to organizations handling:

- (1) actuarial services,
- (2) trustee, custodial and investment management services,
- (3) financial auditing,
- (4) bond underwriting, and
- (5) such additional services as Employer may request.

b. Facilitate Actuarial Study. Keenan will assist and coordinate with the Employer to enlist the services of an actuary (the “**Actuary**”), at the Employer’s expense, to conduct an actuarial study for determining the funding needs for OPEB obligations through a Trust. Keenan will provide the following services in connection with the actuarial study, and such other related services as Employer reasonably requests:

- (1) consult with Employer to develop the actuarial assumptions provided to the Actuary in order to meet GASB compliance criteria,
- (2) coordinate communications between the Actuary and the Employer for the completion of an actuarial evaluation for determining the OPEB obligations and provide the Actuary with information on OPEB obligations which is required for the Actuary to prepare an actuarial study with meets the requirements of GASB 43 and 45,
- (3) consult with the Employer to review the analysis of the initial GASB compliant actuarial study, and
- (4) consult with the Employer in an evaluation of Employer’s funding needs based on the actuarial study.

c. GASB Timeline. Keenan will work with the Employer to confirm the Employer's effective date for implementation of GASB 43 and 45 based on 1998 and 1999 revenues, and will assist the Employer with creating a GASB compliance timeline.

d. Board Meetings. Keenan will participate in Employer Board Meetings to the extent requested by Employer in order to explain the requirements of GASB 43 and 45 and the operation of the Program.

e. Retirement Board of Authority Formation and Consulting. Keenan will assist the Employer to form the Employer's Retirement Board of Authority. Keenan will consult with the Retirement Board of Authority as to operational and coordinating issues that may arise between the Retirement Board of Authority, the Trustee and/or the Investment Advisor. Keenan will work with the Retirement Board of Authority to assist with ensuring that the Retirement Board of Authority meetings are conducted in compliance with the Brown Act.

f. Administrator to Retirement Board of Authority. Keenan will assist the Employer to form the Employer's Retirement Board of Authority and conduct the Retirement Board of Authority meetings, in a manner consistent with the Brown Act. These functions are to include:

- (1) prepare Retirement Board of Authority meeting agendas and cover pages,
- (2) take meeting minutes and provide to the Board upon completion,
- (3) assist with communication to all Board Members as necessary and requested by the Board, and
- (4) facilitate the action items resulting from the Retirement Board of Authority meetings.

g. Assistance with Creation of Trust. Keenan will work with the Trustee to coordinate preparation and execution of the Adoption Agreement, pursuant to which the Retirement Board of Authority will adopt the Trust Agreement, under which the Employer may designate certain funds to be irrevocably contributed for payment of Plan obligations (the "**Benefit Fund**") and other funds which may be withdrawn from the Trust (the "**General Fund**") and used by Employer for other expenses as the Employer deems appropriate. Keenan's services in connection with creation of the Trust will consist of the following:

- (1) communication with the Employer's governing body regarding the structure and operation of the Futuris Program,
- (2) communication with the Retirement Board of Authority regarding the creation of the Trust, and
- (3) assistance to the Employer, at Employer's request and expense, with the preparation and submission to the Internal Revenue Service for a Private Letter Ruling for the Trust.

h. Assistance with Revisions to Trust Agreement. To the best of Keenan's knowledge and belief, the Trust will be created in compliance with Section 115 of the Internal Revenue Code, as amended, and other applicable legal guidelines, including GASB 43 and 45 and such other embodying regulations thereunder, as well as applicable provisions of state law. In the event that revisions to the Trust Agreement are required in order to assure legal compliance so that a Private Letter Ruling may be obtainable from the Internal Revenue Service, Keenan will work with the Trustee to ensure such revisions are made. Keenan will endeavor to keep Employer advised of revenue rulings, legislation, and other changes in law that it becomes aware of that may impact the Trust Agreement.

i. Funding Methods. Keenan will discuss with the Employer the methods by which the Trust could be funded.

j. Coordinate Meetings with Service Providers. Keenan will coordinate meetings between the Employer and the Trustee and Investment Advisor and facilitate any additional or ongoing meetings that may be required.

k. Education on GASB 43 and 45 Requirements. Keenan will conduct, in conjunction with the Employer, group education sessions as needed to inform all stakeholders of the GASB 43 and 45 liabilities.

l. Facilitate Auditing Services. Keenan will meet with the governing body or the designated officers of the Employer to assist and coordinate with the Employer to enlist the services of an auditor, at the Employer's expense, to conduct an audit of the Trust.

m. Post-Adoption Assistance. After Employer's adoption of the Trust, Keenan will perform the following services on an ongoing basis.

(1) Substantive Plan. Keenan will assist Employer to create a well-designed Substantive Plan. Keenan will submit to the Employer a draft of a Substantive Plan that meets the requirements for a "substantive plan" under the GASB guidelines. The major components of the Substantive Plan may include:

- (i) Written Plan Document
- (ii) Specific Level of Benefits
- (iii) Eligibility
- (iv) Communications Between Employer and Plan Members
- (v) Historical Practice Patterns
- (vi) Funding Plan and Reporting Standards
- (vii) Amendments and Updates as Changes are Made

(2) Comprehensive Compliance Plan. Keenan will assist Employer to create a Comprehensive Compliance Plan which documents and demonstrates (i) the steps taken by Employer to address OPEB costs and (ii) the steps taken by Employer to meet its and its designated officers' fiduciary duties. The major components of the Compliance Plan may include:

- (i) Plan Agreements, Resolutions and Statements
- (ii) Documents detailing financial structure of trust
- (iii) up-to-date financial reports on the trust
- (iv) educational materials
- (v) Retirement Board of Authority Meeting Agendas and Minutes
- (vi) Documents detailing submission of Trust for Private Letter Ruling

Keenan will thereafter assist Employer to review the Substantive Plan and Comprehensive Compliance Plan and to make such changes as are requested by Employer.

- (3) At the request and additional cost of Employer, Keenan will assist Employer to submit the Trust for a private letter ruling from the Internal Revenue Service.
- (4) Keenan will consult with Employer and will work with the actuary in helping the Employer confirm that the discount rate is consistent with the investment return recommendations for funds held in the Trust.

n. Assistance with Preparation of Required Supplemental Information Schedules. Keenan will assist Employer with the preparation of any required supplemental information schedules necessary for Employer's financial statements to comply with GASB 43 and 45.

o. Preparation and Delivery of a Futuris Administrative Guide. Keenan will prepare and deliver to the Employer a guide-book to the administration of the Futuris Investment Fund Program that will be a practical guide to the operations, contacts, installation and administration procedures associated with the Program.

2. Other Services Provided by Trustee and Investment Adviser. Keenan will not provide trustee, custodial, investment management or securities broker services to Employer in connection with the creation, implementation or operation of the Trust. These services will be provided by the Trustee and Registered Investment Advisor under separate agreements between Employer and the Trustee.

3. Optional Keenan Consulting Services. Keenan offers a separate consulting agreement with services that could include, but are not limited to:

- a. assistance in analyzing the Employer's retiree and active employees' health and welfare Plans,
- b. assistance with the review of Employer's past policies and practices with respect to the funding and payment of retiree health and welfare benefits,
- c. assistance in reviewing possible GASB liability modifications,
- d. work with the Employer in analyzing additional methods by which OPEB liabilities can be reduced, and, in conjunction with any or all of the above,

e. assistance in determining final modified GASB liability for funding by the Employer.

4. Employer Responsibilities. Throughout the term of this Agreement, Employer or its duly appointed Retirement Board of Authority shall do the following:

a. Accurate Information. Provide accurate and timely information to the appropriate Service Providers concerning the Plan provisions, participating employees, costs, anticipated retirement dates of employees, and other relevant information necessary, in the requested format, for the Service Providers to provide services to Employer.

b. Authorized Board. Appoint the Retirement Board of Authority that is to be authorized to exercise authority on behalf of the Employer under the Program. The Retirement Board of Authority will have decision-making authorization in accordance with Government Code §§54950 et seq. (the “Brown Act”), with respect to the Trust on behalf of the Employer. The Retirement Board of Authority will in that capacity perform the following functions:

- (1) execute an Adoption Agreement (the “**Adoption Agreement**”) pursuant to which Employer will adopt the Trust,
- (2) appoint and direct the Trustee,
- (3) complete a risk tolerance questionnaire conducted by the Registered Investment Advisor, and
- (4) select a portfolio of investment options that meets its long-term objectives.

c. Execute Trust and Related Agreements. Approve, execute and retain in effect a Substantive Plan, Adoption Agreement, Trust and Investment Policy Statement, and such other agreements as may be required for the Trust to validly invest its assets, to meet the requirements of Section 115 of the Internal Revenue Code and any applicable California Code, and to comply with the requirements of GASB 43 and 45 with respect to those assets of the Trust that are designated for funding Plan obligations.

d. Health and Welfare Plan Decisions. Make discretionary decisions relating to each Plan including, but not limited to, determining eligibility status of employees and their dependents under each Plan, determining eligibility and amount of benefits payable to Employees under each Plan and interpreting Plan provisions.

e. Decisions Related to Trust. Make all decisions relating to the Trust, it being acknowledged by Employer that Keenan shall have no authority or obligation to make any decisions regarding the Trust, contributions to be made to the Trust, obligations owed by Employer under its Plans, investments to be made by the Trust, or any other matters related to the Trust, all of which decisions shall be made by Employer or its agents under separate agreements with those agents.

f. Contributions to Trust. All contributions or funding by Employer to comply with OPEB obligations and GASB 43 and 45 requirements shall be made pursuant to the Program into the Trust.

g. Payments to Participants. Direct the Trustee to make payments to, or on behalf of, participants and/or their dependents of amounts payable to them under the terms of each Plan.

h. Payments to Intermediaries. Direct the Trustee to make payments to intermediaries that provide coverage to participants of the Plan.

5. Compensation of Keenan. For the services provided by Keenan pursuant to this Agreement, Keenan shall receive the compensation described in Keenan's Fee Schedule which is attached to this Agreement as Attachment A. Keenan's fee schedule shall be subject to change from time to time with a 30-day written notice to Employer. If Employer objects to Keenan's change to the Fee Schedule in writing within 30 days, the prior Fee Schedule will remain in effect until such time as Keenan and Employer come to an agreement on a change to the Fee Schedule, or if no agreement can be reached, until the end of that term. Employer acknowledges and agrees and hereby instructs the Trustee to pay to Keenan out of assets held in the Trust the compensation that is due to Keenan under this Agreement. In the event the Trustee fails to or is unable to pay Keenan out of the Trust assets, Client shall promptly pay to Keenan the outstanding compensation that is due.

Employer acknowledges and agrees that Investment Advisor and the Trustee will each provide separate services on behalf of the Trust, and will each be compensated for and be responsible for their services in accordance with the terms of the written agreements of Employer and the Trustee. Employer further acknowledges that the Actuary will provide separate services to Employer and will be compensated for and be responsible for its services in accordance with the terms of the written agreement between Employer and the Actuary. Keenan shall only be responsible for providing to Client the specific services included in this Agreement and under no circumstances shall Keenan be responsible or liable for the services provided by the other Service Providers or the Actuary.

6. Term and Termination.

a. The "Term" of this Agreement shall commence on the Effective Date and shall continue until the date that is forty-eight (48) months from the Initial Funding Date. The "Initial Funding Date" is the first day of the month in which Employer shall have funded the Trust.

b. On each anniversary date of the Initial Funding Date, the Term of this Agreement shall automatically be extended for an additional twelve (12) months, unless either party has given the other party at least six (6) months prior written notice of its desire to not extend the Term, in which case the Term of this Agreement shall expire as of the date set at the Initial Funding Date or the most recent anniversary date thereof.

c. Either party may terminate this Agreement during the Term of this Agreement upon the occurrence of any of the following events:

- (1) The breach of this Agreement by either party if the breach is not cured within 30 days (or such longer period as may reasonably be required to cure the breach, but not to exceed 90 days) of receiving notice of the breach from the non-breaching party;

- (2) The Initial Funding Date does not occur with twenty-four (24) months of the Effective Date;
- (3) The dissolution or insolvency of either party;
- (4) The filing of a bankruptcy petition by or against either party (if the petition is not dismissed within 60 days in the case of an involuntary bankruptcy petition); or
- (5) If either party reasonably interprets the application of any applicable law, rule, regulation, or court or administrative decision to prohibit the continuation of this Agreement or cause a penalty to either party if the Agreement is continued.

7. Representations. Keenan and Employer make the following representations and warranties:

a. Keenan Representations. Keenan represents and warrants that it has full right, authority, power and capacity to enter into, execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by Keenan pursuant to this Agreement and to carry out the transactions contemplated hereby and thereby. This Agreement and each agreement, document and instrument executed and delivered by Keenan pursuant to this Agreement constitutes a valid and binding obligation of Keenan, enforceable in accordance with their respective terms. The execution and delivery by Keenan of this Agreement and the performance of the transactions contemplated hereby have been duly and validly authorized by all necessary action under its organizational documents and under any agreement applicable to Keenan and do not require any notice to, consent from, or filing with, any third party.

b. Employer Representations. Employer represents and warrants that it has full right, authority, power and capacity to enter into, execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by Employer pursuant to the Program and to carry out the transactions contemplated hereby and thereby. This Agreement and each agreement, document and instrument executed and delivered by Employer pursuant to the Program constitutes a valid and binding obligation of Employer, enforceable in accordance with their respective terms. The execution and delivery by Employer of this Agreement and the performance of the transactions contemplated hereby have been duly and validly authorized by all necessary action under its organizational documents and under any agreement applicable to Employer and do not require any notice to, consent from, or filing with, any third party.

8. Indemnification.

a. If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, demands, actions, liabilities or costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach.

b. If either party (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability from a person or entity that is not a party to this Agreement (collectively, a "Third-Party Demand") relating to its obligations

under this Agreement and such Third-Party Demand is not a direct result of the gross negligence or willful misconduct of such party, then the other party shall defend, indemnify and hold harmless the party receiving the Third-Party Demand, its officers, agents and employees against all claims, demands, actions, liabilities or costs (including, without limitation, reasonable attorneys' fees and expenses) incurred in resolving such Third-Party Demand.

c. The party receiving the Third-Party Demand ("Indemnified Party") shall notify the other party ("Indemnifying Party") promptly in writing of any such Third-Party Demand and reasonably cooperate with the Indemnifying Party in connection with responding to the Third-Party Demand. The failure to notify the Indemnifying Party of the Third-Party Demand shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent such liability was caused by the Indemnified Party's failure to notify the Indemnifying Party of the Third-Party Demand.

d. The Indemnifying Party shall defend or settle the Third-Party Demand on behalf of the Indemnified Party in the Indemnifying Party's sole discretion except that the Indemnifying Party shall not admit any liability of the Indemnified Party or commit the Indemnified Party to payment of any damages or other expenses.

9. Relationship with Other Service Providers.

Employer acknowledges that Keenan has devoted substantial time and effort to the development of the Program, and that Keenan has entered into arrangements with other Service Providers in order to provide an integrated service platform to Employer with service levels and features based upon Keenan's understanding of the needs of public entity employers. Employer therefore agrees that Employer will not, for a period of one year following the expiration of the term of this Agreement or the termination of this Agreement (unless such termination occurs as a result of Keenan's breach of this Agreement), retain the services of a Service Provider (then providing services to Employer pursuant to the Program) in connection with the Trust or the contribution and/or investment of funds designated for payment of Employer obligations under its Plans.

10. General Provisions.

a. Privacy of Employer Information. Keenan acknowledges that in the course of carrying out its duties under this Agreement, it may receive confidential information relating to Employer. Keenan agrees that neither it nor its agents will use such information beyond the purpose for which it was provided or disclose such confidential information to other parties, other than the other Service Providers, as required for Keenan and the other Service Providers to fulfill their respective responsibilities as stated in this Agreement, the Trust, and the agreements between Employer and the Trustee, except to the extent required by the Internal Revenue Service, by law, or with the consent of the Employer. Additionally, Keenan, its agents or affiliates agree to take appropriate steps to secure such confidential information from misuse or unauthorized disclosure. The obligations of this Section shall survive termination of this Agreement. Keenan further agrees that such confidential information will remain the property of Employer and Keenan will return the confidential information and all copies thereof (other than confidential copies that Keenan may be

required to retain to demonstrate its performance under this Agreement) to the Employer upon request or termination of this Agreement.

b. Consent to Provide Keenan Access to Information. Employer hereby agrees that, for the purpose of allowing Keenan to perform its services under this Agreement, the Employer agrees to release to Keenan all information necessary for the actuarial study and Keenan shall have access to and receive copies of all reports, correspondence and communications sent or furnished by Trustee, Investment Advisor to or from the Employer in connection with the Program. Specifically, Keenan shall have access to Trust information on the website maintained by Trustee for the Trust. In addition, Employer agrees to provide Keenan with the most current actuarial study on file as defined by GASB 43 and 45.

c. Proprietary and Confidential Information. Employer acknowledges that it may receive certain information with respect to the business practices and records of Keenan which may be confidential in nature (“**Information**”). Employer agrees that such Information is proprietary and confidential and shall not be disclosed or used for any purpose other than as necessary in connection with this Agreement, unless such disclosure is required pursuant to an order of a court of competent jurisdiction, by law, or Keenan agrees in writing to such disclosure. The confidentiality and non-disclosure obligations of this Section shall survive termination of this Agreement. Employer further agrees that Information will remain the property of Keenan and to return the Information and all copies thereof to Keenan upon request or upon termination of this Agreement.

d. Insurance. Keenan shall procure and maintain to the extent available on reasonable terms the following minimum insurance coverages during the Term and shall provide certificates of insurance to Employer upon Employer’s request:

Workers’ Compensation. Workers’ Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.

Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a One Million Dollars (\$1,000,000) limit of liability for each occurrence and a Two Million Dollars (\$2,000,000) aggregate limit of liability.

Professional Liability Insurance. Professional Liability Insurance with a One Million Dollars (\$1,000,000) limit of liability for each occurrence and a Two Million Dollars (\$2,000,000) aggregate limit of liability.

Fidelity Insurance. Fidelity Insurance with a One Million Dollars (\$1,000,000) limit of liability for each occurrence and a Two Million Dollars (\$2,000,000) aggregate limit of liability.

e. Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any of the other provisions of this Agreement, all of which shall remain in full force and effect.

f. Complete Agreement; Amendments. This Agreement contains the entire understanding between the parties related to the subject matter covered by this Agreement and supersedes all prior and collateral statements, proposals, presentations, communications, reports, agreements or understandings, if any, related to such matters. No modification or amendment to any provision hereof shall be binding unless in writing and signed by authorized representatives from both parties.

g. Waivers. No failure or delay in exercising any right, power or privilege under this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

h. Third-Party Beneficiaries. Notwithstanding any provision herein to the contrary, this Agreement is not intended and shall not be construed as creating or conferring any rights or remedies on any third parties that are not parties to this Agreement. Enforcement of any remedy for breach of this Agreement may only be pursued by the parties to this Agreement.

i. Notices. Any written notices required by the terms of this Agreement shall be sent by certified mail (or other form of guaranteed delivery) to the address of the Party given below:

Employer: the address set forth on the signature page
Keenan: Keenan & Associates
Attn: General Counsel
2355 Crenshaw Blvd.
Suite 200
Torrance, CA 90501-3325

j. Force Majeure. Neither party shall be held responsible for the delay or failure to perform services or obligations under this Agreement when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or any public enemy, unusually severe weather, failure or malfunction of any electronic, electric or mechanical equipment, legislative or regulatory acts of any public authority, delays or defaults caused by any public carriers, or other circumstances which cannot reasonably be forecast or provided against.

k. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

l. Assignment; Successors. This Agreement may not be assigned by either party without the prior written consent of the other party. The terms and conditions of this Agreement apply to the parties, their heirs, executors, administrators, successors, and permitted assigns.

m. Dispute Resolution. Any and all disputes that may arise out of or relate to this Agreement, other agreements or any other relationship involving Employer and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement), shall first be resolved by good faith negotiations between the parties with the assistance of non-binding mediation. In the event either party determines that they are not able to resolve the dispute through negotiation and

mediation, then the dispute shall be submitted to, and resolved by, final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon an award of the arbitrators may be entered and enforced in any court having jurisdiction. Negotiation, mediation and arbitration shall be the exclusive means of dispute resolution as between Employer and Keenan and their respective agents, employees, officers and members. Arbitration shall be before a single arbitrator in the County of Los Angeles, California. The Arbitrator shall apply California substantive law. Any party may bring an action in any court of competent jurisdiction, if necessary: (i) to compel arbitration under this arbitration provision, or (ii) to obtain preliminary or other equitable relief in support of claims to be prosecuted in arbitration, or (iii) to enter a judgment of any award rendered pursuant to such arbitration. The parties acknowledge that a breach of the provisions of this Agreement could result in irreparable harm to the other party, and therefore agree that the non-breaching party shall be entitled to seek specific performance or other equitable relief in any court of competent jurisdiction.

n. Scope of Services Rendered; Other Plans. The parties specifically agree and recognize that Keenan is a service provider to Employer and is not providing tax, accounting or legal advice to Employer. The parties understand that Employer is responsible, together with its legal counsel, for the continued qualification of the Trust in accordance with Section 115 of the Code and for operation of the Trust as required by provisions of the State Government Code and all other applicable law. Keenan shall have no responsibility whatsoever with regard to any other qualified or non-qualified employee benefit plans maintained by Employer other than as provided in this Agreement or as in any other written agreement entered into between Keenan and the Employer. Keenan shall further have no responsibility or liability for any services provided by the Actuary, Trustee, Registered Investment Advisor or any other service provider to the Trust or Employer in connection with the Program, and shall be responsible solely for the services described herein which Keenan has agreed to provide to Employer.

o. Legal Fees. In the event of any dispute relating to this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs, including but not limited to, those incurred in resolving the dispute.

p. Construction. Any rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.

q. Interest on Overdue Payments. All payments and invoices are due and payable upon presentation by Keenan. In the event Employer fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1-1/2 percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.

r. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts and by facsimile signatures, which will be effective as if original signatures.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party.

VICTOR VALLEY COMMUNITY COLLEGE

KEENAN & ASSOCIATES

By: _____

By: _____

Title: _____

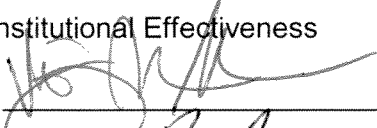
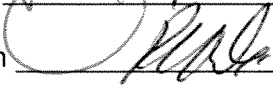
Title: _____

Address for Notice:
18422 Bear Valley Rd
Victorville, Ca. 92395-5849

(Updated as of 080206)

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

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

TOPIC: AMEND AGREEMENT – MLS TECHNOLOGIES
SUBMITTED BY: Virginia Moran, Institutional Effectiveness
RECOMMENDED BY: Virginia Moran 
APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to amend its agreement with MLS Technologies, Inc. in order to complete data warehousing tasks before the contract ends June 30, 2008. The original agreement was reviewed and approved by the district’s general counsel and board approved on, September 11, 2007.

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

Need:

Approximately 300 additional hours are needed to ensure tasks are completed effectively and in-house staff are trained properly.

Fiscal Impact: Title V funds not to exceed \$32,000.00

Recommended Action:

It is recommended that the Board of Trustees approve the amendment to its agreement with MLS Technologies for consulting services.

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

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

APPENDIX A



MLS Technologies, Inc.

TECHNICAL SERVICE ORDER

CLIENT: Victor Valley Community College
18422 Bear Valley Rd.
Victorville, CA 92392

In accordance with the Consulting Services Agreement entered into on the 19th day of November 2002 and signed by CLIENT first mentioned above and MLS Technologies, Inc. DBA RecruitingEngine.com, it is agreed as follows:

1. This Technical Service Order (TSO) incorporates by reference all of the terms and conditions of the Consulting Services Agreement.
2. Unless otherwise specified in writing the service shall be performed at CLIENT location specified above.
3. The services to be performed under this TSO shall be in accordance with the following additional terms and conditions:

CONSULTANT NAME: Kathy Paddock **CONTRACT #:** 1245

SERVICES DESCRIPTION: Data warehousing Datatel R18 major upgrade

START DATE: July 1, 2007

ESTIMATED DURATION: Through June 30, 2008

TOTAL AMOUNT: Not to Exceed \$208,000.00

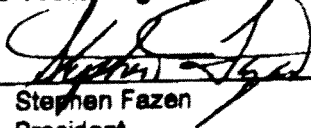
STANDARD BILL RATE: \$104.00 per hour **OVERTIME BILL RATE* (IF APPLICABLE):** \$NA

EXPENSES: Victor Valley Community College will pay for pre-authorized business expenses as indicated by client's signature on Consultant's time record or other signed reporting form.

PAYMENT TERMS: Due Upon Receipt

OTHER TERMS: In accordance with Section 7 of the Consulting Services Agreement, CLIENT understands that if it does directly retain, employ, or contract with MLS Consultant in violation of these provisions, CLIENT will immediately pay MLS its standard fee for direct placement services of 30% of the Consultant's expected annual earnings.

MLS Technologies, Inc.:

By: 
Stephen Fazen
President

Victor Valley Community College:

By: 
Bruce Baron
Vice President for Administrative Services

* If overtime bill rate is indicated, overtime premium pay for Consultant is required by California law. If it is necessary for Consultant to work overtime hours, Client must authorize any hours in excess of eight hours in a single workday or forty hours in a single workweek as indicated by the client's signature on the weekly time sheet. A "second tier" of overtime premium pay for Consultant is required for any hours in excess of 12 in a single work day or in excess of 8 hours on the 7th consecutive day of work in a week.



© Copyright 1990, 2002, NACCB. All Rights Reserved.

Use of all or part of this agreement by anyone who is not a member in good standing of NACCB is strictly prohibited.

This Agreement is entered into by and between MLS Technologies, Inc. DBA RecruitingEngine.com ("MLS"), a California Corporation, with offices at 11385 Poway Road, San Diego, CA 92128 and Victor Valley Community College District ("CLIENT") with offices at 18422 Bear Valley Road, Victorville, CA 92392 and made effective as of the 1st day of July 2006.

MLS is in the business of providing technical personnel ("Consultant(s)") and CLIENT desires to retain the services of Consultant(s). In consideration of the covenants and agreements contained herein, MLS and CLIENT agree as follows:

1. SCOPE OF SERVICES

For any Consultant(s) who will be providing services to the CLIENT pursuant to this Agreement, MLS will issue and CLIENT will execute a Technical Service Order ("TSO") in the form attached to this Agreement as Appendix A. Such TSO will incorporate the terms and conditions of this Agreement and any additional terms to which MLS and CLIENT may choose to agree.

2. TIME RECORDS AND FEES

CLIENT shall promptly review for approval each week the time records and authorized expenses of Consultant(s). CLIENT's approval of such time records and expenses as evidenced by its signature thereon shall constitute acceptance of the work performed by Consultant(s) and CLIENT's agreement to pay MLS as stated herein. Acceptance by CLIENT shall not be unreasonably withheld and any refusal to accept shall be noted on the time record for the relevant week, with a written explanation of the reasons that the work was not acceptable. Failure to so note such refusal shall constitute acceptance.

3. BILLING AND PAYMENT

MLS will submit weekly invoices to the CLIENT for services provided by Consultant(s). These invoices will detail all charges applicable to Consultant(s) and in accordance with the rate(s) and terms of the TSO. CLIENT will pay MLS the total sum set forth in each invoice "Due Upon Receipt", unless otherwise specified in the TSO. Any late invoicing by MLS shall not affect the obligation of the CLIENT to pay for the services covered by that invoice. All past due accounts will be assessed interest at the maximum rate allowable by state and/or federal law. Additionally, CLIENT warrants that it is able and willing to pay for the services of the Consultant(s) providing services under this Agreement.

4. CONSULTANT(S) NOT EMPLOYEES OF CLIENT

MLS and its employees are independent contractors of CLIENT and not CLIENT'S employees. Without limiting the foregoing in any way, MLS and CLIENT agree that MLS shall be solely responsible for the withholding of and payment of all FICA, FUTA, income tax withholding, and any benefit or retirement plan for the employees of MLS.

5. TERM OF AGREEMENT

This Agreement shall remain in effect until terminated by either party by giving 15 business days prior written notice to the other party. However, MLS or CLIENT may terminate such services immediately upon notice to the other party for cause or when termination is due to matters completely beyond the control of MLS or CLIENT. If any Consultant(s) providing services under this Agreement has terminated the relationship with MLS, and whether or not such termination is in violation of such Consultant(s)'s agreement

with MLS, MLS shall notify CLIENT of such termination. The CLIENT will pay MLS for all work performed and authorized expenses incurred under the applicable TSO up to and including the effective date of termination.

6. SUBSTITUTION OR REPLACEMENT OF TECHNICAL PERSONNEL

The work to be performed by the Consultant(s) providing services under this Agreement shall be set out by CLIENT and stated in the TSO. Because CLIENT has the opportunity to interview all Consultant(s) located by MLS prior to their commencement of any services for CLIENT, MLS shall have no liability to CLIENT if such personnel are determined by CLIENT not to meet its requirements and CLIENT shall not be relieved of making payments to MLS for the services provided by such personnel up to the time that they are terminated in accordance with this Agreement. However, if the services of any personnel providing services under this Agreement are terminated and CLIENT requests substitute personnel MLS hereby agrees, upon written request, to make reasonable efforts to replace the Consultant(s) with another of similar qualifications. In the event MLS is unable to locate a suitable replacement, the CLIENT may terminate the TSO.

7. NON-SOLICITATION AND NON-RECRUITMENT

During the period covered by any TSO and extensions thereof pursuant to this Agreement, or when CLIENT is provided with the name of any Consultant(s) but determines not to use the services of such personnel so that no TSO is written covering that personnel, and for one (1) year thereafter, CLIENT will not directly or indirectly, other than through MLS, solicit for hire, contract with, or engage or receive the services of, any Consultant(s) located by MLS for CLIENT, without first receiving written consent from the other party, except as specified in the TSO. Such request may be granted in the sole discretion of MLS and only if the CLIENT's account is in good standing. If CLIENT has not negotiated a right to hire Consultant as indicated by the terms described above and in accordance with the TSO, CLIENT understands that if it does directly retain, employ, or contract with MLS Consultant in violation of these provisions, CLIENT will immediately pay MLS its standard fee for direct placement services of 30% of the Consultant's expected annual earnings.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

MLS, its employees, or consultants understand and agree to keep confidential all CLIENT information so designated by the CLIENT. Any and all products, whether in final production or draft, which result from any work performed by any Consultant(s) providing services under this Agreement shall be deemed to be works for hire and all rights, title and interest, including any copyright, patent rights and all other intellectual property rights, shall belong exclusively to CLIENT unless some other arrangements have been agreed to by both parties or by CLIENT and such Consultant(s), as appropriate, in writing. Further, MLS agrees to provide assistance reasonably required to obtain and perfect its rights pursuant to this paragraph.

CLIENT may request the Consultant(s) covered by this Agreement to execute a separate agreement not to disclose the CLIENT's confidential information. CLIENT shall not request of the Consultant(s) providing services under this Agreement any information regarding the rate(s) and other terms of remuneration agreed to between MLS and such Consultant(s), nor shall CLIENT induce such Consultant(s) to provide such information, nor shall CLIENT disclose or permit to be disclosed to such personnel, directly or through another party, any information regarding the rate(s) or other terms of remuneration agreed to between CLIENT and MLS.

9. INDEMNIFICATION, LIABILITY AND FORCE MAJEURE

CLIENT agrees to indemnify and hold harmless MLS, its officers, directors, employees, consultants and agents from and against any and all liability to third parties for bodily injury, death, or physical damage to tangible property to the extent caused by the errors, acts or omissions of CLIENT.

MLS agrees to indemnify and hold harmless CLIENT, its officers, directors, employees, consultants and agents from and against any and all liability to third parties for bodily injury, death, or physical damage to tangible property to the extent caused by the errors, acts or omissions of MLS's Consultant.

MLS shall not be liable for damages directly resulting from complying with CLIENT's express written instructions unless MLS acted wrongfully or negligently.

Neither party shall be liable for delay in performance or failure to fulfill its responsibilities under this Agreement when such delay or failure is caused by acts of God, natural catastrophe, acts of governmental agencies, or similar causes beyond the control of such party. Should either party be unable to perform an obligation when due for reasons set forth above, such party shall immediately notify the other party.

10. ASSIGNMENT AND BINDING EFFECT

Neither this Agreement nor any interest hereunder may be assigned or otherwise transferred by either party to third parties other than affiliates of either party without the prior written consent of the other party which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, and delegates of the parties hereto.

11. NOTICES

All notices and other communications authorized or required by the provisions of this Agreement, unless otherwise specified in this Agreement, shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service) or following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth on page one (1) of this Agreement. Either party may designate, in writing, a different address by notice to the other given in accordance herewith.

12. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

13. COMPLETE AGREEMENT AND AMENDMENT

This Agreement and any written TSOs executed hereunder contain the entire agreement between that parties hereto with respect to the matters covered herein. CLIENT acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

14. LAW AND DISPUTES

This Agreement shall be governed by the laws of State Of California. All claims against either party to this Agreement shall be brought by the other party no later than one (1) year after such claims have arisen (except for claims for non-payment for services, which may be brought within two (2) years after the last date of services for which payment is sought). Except as stated below in this section, any controversy or claim, whether such claim arises in contract, tort, or otherwise, including, but not limited to, claims for employment discrimination (whether under Title VII of the Civil Rights Act of 1964, as amended from time to time, the Age Discrimination in Employment Act, or state and local laws), arising out of or relating to this Agreement, or the breach thereof, or the commercial or economic relationship of the parties hereto, shall be submitted to arbitration in accordance with the rules of the American Arbitration Association then obtaining as modified hereby. Any award resulting from arbitration authorized by this Agreement shall be binding and conclusive upon all parties. Notwithstanding the obligation to pursue other claims through arbitration, a party may file with a court claims for injunctive relief to prevent or limit the disclosure of confidential information protected under this Agreement and claims for injunctive relief to prevent the hiring or similar retention of Consultant(s) by the CLIENT other than through MLS in cases where MLS has not consented to such hiring or retention. Any lawsuits or agreed arbitrations (or award enforcement proceedings) pertaining to this Agreement or the services provided hereunder shall be brought in the federal or state courts in State of California.

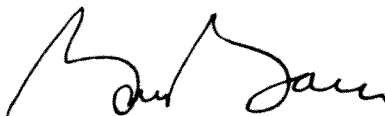
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed agents as of the date first written above. Each party represents and warrants that the person signing the Agreement on its behalf is duly authorized by all necessary corporate or other appropriate action to execute this Agreement.

MLS Technologies, Inc.:



By: _____
Stephen Fazen
President

Victor Valley Community College District:



By: _____
Bruce Baron
VP for Administrative Services

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

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

TOPIC: NEW MANAGEMENT POSITION AND JOB DESCRIPTION—
EXECUTIVE DEAN, CURRICULUM DEVELOPMENT AND LEARNING
RESOURCES

SUBMITTED BY: Marion Boenheim, on behalf of the Synergy Committee

RECOMMENDED BY: Marion Boenheim *Marion Boenheim*

APPROVED BY: Robert Silverman *Robert Silverman*

Description/Background:

As a result of shared governance and the Synergy Committee, a new organization of the campus has emerged. It has been determined that the position of executive dean, curriculum development and learning resources be established.

The recommended salary placement is Level 20 of the current administrative, management, and confidential salary schedule.

Need: This position is needed to manage curriculum development and learning resources under the new campus organization.

Fiscal Impact: \$8587--\$10,977/month

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

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: EXECUTIVE DEAN OF CURRICULUM DEVELOPMENT AND LEARNING RESOURCES

BASIC FUNCTION:

Under the direction of an area or chief administrator, plan, organize, administer, develop, and evaluate the programs, projects, and activities of instruction: provide leadership for faculty and staff in offering quality services for College students; carry on complex projects and special programs; train, supervise, and evaluate assigned personnel. Tasks will include, but are not limited to, developing the class schedule and catalogue; coordinating the development of course, program, and institutional student learning outcomes (SLO); assessing SLOs and implementing intervention strategies; supervising the library personnel and manage library activities; supervise and coordinate the teacher learning center and professional development of faculty and staff.

REPRESENTATIVE DUTIES:

GENERAL

Develops and/or assists in the creation of procedures for schedule development, SLOs, curriculum development, and professional development.

Serves on college committees as assigned.

Assists the chief instructional officer with the organization and preparation of necessary reports and budgets.

Assists in the accreditation process.

Actively participates and supports shared governance and other collaborative processes.

Coordinates special projects as assigned.

Performs related duties as assigned.

STUDENT LEARNING OUTCOMES

Provides workshops and support for faculty on the development of student learning outcomes and proper student learning assessment practices.

Assists with course and program development, focusing on Student Learning

Outcomes and intervention strategies.

Coordinates data collection and analysis in support of program review and assessment/intervention results of student learning outcomes.

Work with the Academic Senate SLO Assessment Committee.

Serve as a nonvoting participant of the Curriculum Committee.

LIBRARY

Oversees the management of the activities, personnel, and budget of the library.

Works with the faculty and staff to establish library procedures, goals, and objectives.

Directs, supervises, and evaluates library services to included, but, not limited to selection and acquisition of library books, reference area, and maintenance of equipment.

Makes schedules, assigns duties, supervises, and evaluates library personnel.

Assists in the development of reports for internal analysis and any governmental agencies.

SCHEDULE/CURRICULUM DEVELOPMENT

Acts as a resource to faculty developing and revising courses or programs.

Coordinates course outline and curriculum development data systems.

Consults with faculty and utilize enrollment data to develop a schedule of classes that meet the needs of the students.

Ensures the college curriculum data in the schedule and catalogue and other publications are accurate and consistent.

Works cooperatively with the other deans and department chairs to establish common start and end times and to establish parameters for schedule preparation (session dates, weekend classes, etc.).

Directs the preparation and ensures the accuracy of full-time and part-time faculty teaching and work loads. Ensures the loads are within the collective bargain contract and state regulations.

Ensures the classrooms and other academic facilities are used with maximum efficiency.

Assists the negotiating team in developing an accurate academic calendar that meets state regulations, collective bargaining contract(s), and allows for flexibility in collecting FTES.

Consults with faculty and deans to coordinates class offerings at off-campus sites.

Tracks enrollment trends and projects FTES within assigned enrollment targets and budget allocations.

Strengthens partnerships with local feeder high schools by formalizing the Concurrent Enrollment Program. Coordinates program course offerings with division chairs and other administrators.

CATALOGUE DEVELOPMENT

Coordinates the development of the college catalogue.

Ensures the catalogue information is accurate and is published on time.

PROFESSIONAL DEVELOPMENT

Supervises the Teacher Learning Resource Center (TLC) and works collaboratively with the TLC personnel.

Collaborates with faculty and staff in the development and presentation of professional development activities.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Higher education in community colleges, including the mission of the California Community Colleges.

Curriculum development and course articulation.

ABILITY TO:

Develop and modify of curriculum to meet student and community needs.

Communicate effectively, both verbally and in writing, with faculty and staff, students, and community members

Work effectively with students, faculty, and staff from multi-cultural backgrounds and promote access and equity.

Train, supervise, and evaluate personnel.

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

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

Meet schedules and time lines.

Plan and organize work.

Understand the needs of the area in the context of the overall instructional program and participate with the management team to set goals and priorities for the college as a whole.

Organize and chair meetings, lead workshops, facilitate group discussions and involve faculty and staff in idea generation, goal setting, and decision making.

Organize multiple projects and carry out required project details throughout the year.

EDUCATION AND EXPERIENCE:

Any combination equivalent to a master's degree and one year of leadership experience, including supervision and evaluation of academic programs and budget management.

WORKING CONDITIONS:

Office environment.

Position requires frequent use of hands and fingers for computer use; reach with hands and arms; lift up to 20 pounds; hearing and speaking to communicate and exchange information.

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

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

TOPIC: NEW MANAGEMENT POSITION AND JOB DESCRIPTION—DEAN,
HEALTH SCIENCES AND PUBLIC SAFETY

SUBMITTED BY: Marion Boenheim, on behalf of the Synergy Committee

RECOMMENDED BY: Marion Boenheim *Marion Boenheim*

APPROVED BY: Robert Silverman *Robert Silverman*

Description/Background:

Due to the large span of control for the current dean of vocational education, the Synergy Committee has determined that Allied Health and public safety should be separated and become its own division. As a result, the establishment of the position of dean, health sciences and public safety, be established.

The recommended salary placement is Level 20 of the current administrative, management, and confidential salary schedule.

Need: This position is being created to lessen the span of control of the current dean of vocational education.

Fiscal Impact: \$8587--\$10,977/month

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

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DEAN OF HEALTH SCIENCES AND PUBLIC SAFETY

BASIC FUNCTION:

Under the direction of an area or chief administrator, plan, organize, administer, develop, and evaluate the programs, projects, and activities of instruction; provide leadership for faculty and staff in offering quality services for college students; carry on complex projects and special programs; train, supervise and evaluate assigned personnel; supervise all programs and courses under the area of health sciences and public safety to include, but not be limited to: nursing, respiratory therapy, physical education, administrative of justice, emergency medical services, and fire science.

REPRESENTATIVE DUTIES:

Coordinate the development of instructional schedules for health sciences and public safety and recommend instructors to the chief instructional officer. This includes on campus and off campus courses. *E*

Evaluate full-time and part-time instructors and classified personnel in health sciences and public safety. *E*

Consult with faculty to develop a schedule of classes that meets the needs of students, utilizing enrollment data. *E*

Direct the preparation of full-time and part-time faculty teaching and work loads, ensuring accuracy. Assure that loads are within the collective bargaining contract and state regulations. *E*

Provide leadership to health sciences and public safety in developing strategies to advance student learning and staff development. *E*

Work with the executive dean of curriculum development and learning resources and faculty to facilitate the planning and execution of course and program student learning outcomes and the assessment of the outcomes. *E*

Manage the budget for health sciences and public safety to ensure appropriate expenditures and best practices to balance the budget. *E*

Assist the chief instructional officer with the organization and preparation of necessary reports and budgets. *E*

Work with the program coordinators and department chairs to ensure all self-study reports are complete and the program maintains full accreditation with the respective accrediting agency(ies). *E*

Assist in the accreditation process. *E*

Coordinate with the program coordinators and department chairs activities related to advisory committees to promote and enhance educational programs. *E*

Maintain awareness of the current Equal Employment Opportunity Plan, ADA, sexual harassment laws and other related laws, regulations, and functions. *E*

Actively participate and support shared governance and other collaborative processes. *E*

Serve on college committees as assigned.

Coordinate special projects as assigned.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Higher education in community colleges, including the mission of the California Community Colleges.

Nursing, allied health, and public safety state regulations/titles and outside accrediting agencies, including policies and objectives of assigned programs and activities.

Curriculum development and course articulation.

Budget preparation and control.

Principles and practices of administration, supervision and training.

ABILITY TO:

Develop and modify curriculum to meet student and community needs.

Communicate effectively, both verbally and in writing, with faculty and staff, students and community members.

Work effectively with students, faculty, and staff from multi-cultural backgrounds and promote access and equity.

Train, supervise and evaluate personnel.

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

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

Meet schedules and timelines.

Plan and organize work.

Understand the needs of the areas of responsibility within the context of the overall instructional programs; participate with the management team to set goals and priorities for the Health Sciences and Public Safety areas.
Organize and chair meetings, lead workshops, facilitate group discussions and involve faculty and staff in idea generation, goal setting and decision making.
Organize multiple projects and carry out required project details throughout the year.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: master's degree and one year of leadership experience, including supervision and evaluation of academic programs and budget management.

WORKING CONDITIONS:

Office environment.

Position requires frequent use of hands and fingers for computer use; reach with hands and arms; lift up to 20 pounds; hearing and speaking to communicate and exchange information.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: CSEA AGREEMENT, ARTICLE 19

SUBMITTED BY: CSEA

RECOMMENDED BY: Marion Boenheim *M.P. Boenheim*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district and CSEA have met and reached agreement concerning revision on the following issue:

- Article 19, Classification: details classification of positions and advancement in class.

The agreement listed above has been ratified by the association and is presented to the board for approval.

Need: Board approval of Article 19 is necessary to amend the contract with CSEA.

Fiscal Impact: None

Recommended Action: The district requests that the Board of Trustees approve Article 19 as presented.

Legal Review: YES ___ NOT APPLICABLE___

Reference for Agenda: YES X NO___

ARTICLE 19
CLASSIFICATION
Tentative Agreement
March 7, 2008

19.1 CLASSIFICATION OF POSITIONS

19.1.1 All positions within the classified service shall be classified according to the skills required and the responsibility carried by that position.

19.1.2 Job descriptions for all positions shall be maintained in the Office of Human Resources.

19.2 ADVANCEMENT IN CLASS

19.2.1 Unit members shall be hired in at Step 1 of the base salary schedule and shall advance one step on the schedule on the anniversary of their hire date, except classified specials, who must accrue 120 days in a year before receiving a step advancement, no less than every 2 years.

19.2.2 Advancement to each succeeding step shall be made on the bargaining unit member's anniversary date, computed to the nearest full month of service.

~~19.2.2.1 Classified specials hired July 1, 2006, or later, will advance to each succeeding step upon completion of 120 day. The step increase would become effective the first of the month following the accumulation of the aforementioned.~~

~~19.2.2.2 Classified specials who were hired prior to July 1, 2006, and received step increases prior to July 1, 2007, will advance to the next step upon completion of 120 days, beginning July 1, 2007.~~

19.2.3 The salary schedules attached to this agreement as Appendixes D and E shall both include a sixth step.


19.2.4 A unit member shall become eligible for longevity pay effective at the beginning of the 7th year of the bargaining unit member's anniversary date, computed to the nearest full month of service. The longevity scale shall be attached to this agreement as Appendix G.

19.2.5 A bargaining unit member who moves from one classification to another in the same range, by competing with either internal and/or external candidates, shall be placed on the same salary step that he/she served in the

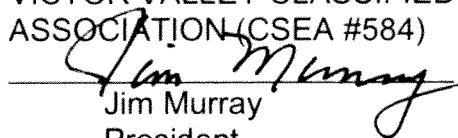
prior position. (For example, a bargaining unit member serving on Step 5 would be placed on Step 5.)

19.2.6 For the purpose of this Article, vacation, leaves, or any absence authorized by this Agreement shall not be deemed an interruption of employment for the Bargaining Unit members serving on less than a twelve (12) month basis.

VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT


Robert Silverman
Superintendent, President
Date 4-21-08

VICTOR VALLEY CLASSIFIED
ASSOCIATION (CSEA #584)


Jim Murray
President
Date 4-21-08

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

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

TOPIC: MONTHLY FINANCIAL REPORTS

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: Mary Pringle



APPROVED BY: Robert Silverman



Description/Background:

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

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

Need: N/A

Fiscal Impact: N/A

Recommended Action:

This is an information only item.

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

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

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
GENERAL FUND - FUND 01
As of 3/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/07	\$ 3,313,891			
<u>Revenues</u>				
Federal	\$ 4,413,192	\$ 1,316,176	\$ 3,097,016	70.18%
State	\$ 40,253,726	\$ 31,213,165	\$ 9,040,561	22.46%
Local	\$ 12,245,842	\$ 9,025,223	\$ 3,220,619	26.30%
Transfers In	\$ 4,800,000	\$ -	\$ 4,800,000	0.00%
<u>Total Revenues</u>	\$ 61,712,760	\$ 41,554,564	\$ 20,158,196	32.66%
<u>Expenditures</u>				
Academic Salaries	\$ 24,634,747	\$ 15,834,497	\$ 8,800,250	35.72%
Classified Salaries	\$ 13,978,929	\$ 10,059,377	\$ 3,919,552	28.04%
Benefits	\$ 8,734,044	\$ 6,197,323	\$ 2,536,721	29.04%
Supplies	\$ 1,922,546	\$ 936,450	\$ 986,096	51.29%
Operating Expenses	\$ 8,128,134	\$ 4,775,494	\$ 3,352,640	41.25%
Capital Outlay	\$ 3,486,481	\$ 3,219,845	\$ 266,636	7.65%
Transfers, Grants, Contingency	\$ 807,894	\$ 303,776	\$ 504,118	62.40%
Debt Service Retirement/Interest	\$ 2,000,000	\$ 1,650,275	\$ 349,725	
<u>Total Expenditures</u>	\$ 63,692,775	\$ 42,977,037	\$ 20,715,738	32.52%
Excess Revenues/(Expenditures)	\$ (1,980,015)	\$ (1,422,473)		
Month Ending Fund Balance 3/31/08		\$ 1,891,418		
Projected Ending Fund Balance	\$ 1,333,876			

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 3/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/07	\$ 40,752,536			
<u>Revenues</u>				
Local Revenues	\$ 1,017,040	\$ 1,773,946	\$ (756,906)	-74.42%
Transfers In		\$ -	\$ -	
<u>Total Revenues</u>	<u>\$ 1,017,040</u>	<u>\$ 1,773,946</u>	<u>\$ (756,906)</u>	-74.42%
<u>Expenditures</u>				
Debt Service Payments	\$ 10,800,000	\$ 3,500,000	\$ 7,300,000	67.59%
<u>Total Expenditures</u>	<u>\$ 10,800,000</u>	<u>\$ 3,500,000</u>	<u>\$ 7,300,000</u>	
Net Change in Fund Balance	\$ (9,782,960)	\$ (1,726,054)		
Month Ending Fund Balance 3/31/08		\$ 39,026,482		
Projected Ending Fund Balance	\$ 30,969,576			

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 3/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/07	\$ 1,482,535			
<u>Revenues</u>				
State	\$ 14,434,814	\$ 4,690,124	\$ 9,744,690	67.51%
Interest Income	\$ 25,000	\$ 58,544	\$ (33,544)	-134.18%
Redevelopment	\$ 916,000	\$ 1,326,049	\$ (410,049)	-44.77%
Miscellaneous Income	\$ -	\$ 234,714	\$ (234,714)	
Transfers In	\$ 6,000,000	\$ 6,000,000	\$ -	0.00%
<u>Total Revenues</u>	\$ 21,375,814	\$ 12,309,431	\$ 9,066,383	42.41%
<u>Expenditures</u>				
Supplies	\$ 244	\$ 244	\$ -	0.00%
Contracts	\$ 58,000	\$ 22,511	\$ 35,489	0.00%
Sites	\$ -	\$ -	\$ -	0.00%
Buildings-New & Remodel	\$ 21,203,146	\$ 13,052,684	\$ 8,150,462	38.44%
Equipment	\$ 32,000	\$ 9,610	\$ 22,390	
Transfers/Grants/Contingency	\$ 82,424	\$ 56,494	\$ 25,930	0.00%
<u>Total Expenditures</u>	\$ 21,375,570	\$ 13,141,299	\$ 8,234,271	
 Net Change in Fund Balance	 \$ 244	 \$ (888,362)		
Month Ending Fund Balance 3/31/08		\$ 594,173		
 Projected Ending Funding Balance	 \$ 1,482,779			

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 3/31/08

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/07	\$ 353,862			
<u>Revenues</u>				
Federal	\$ 244,216	\$ 101,892	\$ 142,324	58.28%
State	\$ 811,066	\$ 432,214	\$ 378,852	46.71%
Local	\$ 110,015	\$ 45,502	\$ 64,513	58.64%
Transfers In	\$ -	\$ -	\$ -	
<u>Total Revenues</u>	\$ 1,165,297	\$ 579,608	\$ 585,689	50.26%
<u>Expenditures</u>				
Academic Salaries	\$ 662,481	\$ 359,538	\$ 302,943	45.73%
Classified Salaries	\$ 346,398	\$ 169,024	\$ 177,374	51.21%
Benefits	\$ 231,532	\$ 163,866	\$ 67,666	29.23%
Instructional Supplies	\$ 49,000	\$ 22,040	\$ 26,960	55.02%
Operating Expenses	\$ 87,210	\$ 68,732	\$ 18,478	21.19%
Equipment	\$ 22,800	\$ 22,785	\$ 15	0.07%
Reserve/Contingencies	\$ -	\$ -	\$ -	0.00%
<u>Total Expenditures</u>	\$ 1,399,421	\$ 805,985	\$ 593,436	42.41%
 Net Change in Fund Balance	 \$ (234,124)	 \$ (226,377)		
 Month Ending Fund Balance 3/31/08		 \$ 127,485		

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 3/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/07	\$ 8,170			
<u>Revenues</u>	\$ 101,000	\$ 53,981	\$ 47,019	46.55%
<u>Expenditures</u>				
Transfers Out	\$ 101,000	\$ 48,279	\$ 52,721	52.20%
Net Change in Fund Balance	\$ -	\$ 5,702		
Month Ending Fund Balance 3/31/08		\$ 13,872		

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 3/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/07	\$ 19,313			
<u>Revenues</u>				
Interest Income	\$ 200	\$ 431	\$ (231)	-115.50%
Transfers In	\$ 15,800	\$ 40,244	\$ (24,444)	0.00%
<u>Total Revenues</u>	<u>\$ 16,000</u>	<u>\$ 40,675</u>	<u>\$ (24,675)</u>	-154.22%
<u>Expenditures</u>				
Reserve For Contingencies	\$ 16,000	\$ -	\$ 16,000	100.00%
<u>Total Expenditures</u>	<u>\$ 16,000</u>	<u>\$ -</u>	<u>\$ 16,000</u>	
Net Change in Fund Balance	\$ -	\$ 40,675		
Month Ending Fund Balance 3/31/08		\$ 59,988		
Projected Ending Fund Balance	\$ 19,313			

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 3/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/07	\$ 205,497			
<u>Revenues</u>				
Interest Income	\$ 6,900	\$ 7,206	\$ (306)	-4.43%
Miscellaneous Income	\$ -	\$ -	\$ -	
Transfers In	\$ -	\$ -	\$ -	
<u>Total Revenues</u>	\$ 6,900	\$ 7,206	\$ (306)	86.22%
<u>Expenditures</u>				
Supplies	\$ 25,000	\$ -	\$ 25,000	100.00%
Travel	\$ 25,000	\$ 4,027	\$ 20,973	83.89%
Contracted Services	\$ 105,000	\$ 14,469	\$ 90,531	86.22%
New Equipment	\$ 25,000	\$ -	\$ 25,000	0.00%
Reserve for Contingencies	\$ -	\$ -	\$ -	
<u>Total Expenditures</u>	\$ 180,000	\$ 18,496	\$ 161,504	89.72%
Net Change in Fund Balance	\$ (173,100)	\$ (11,290)		
Month Ending Fund Balance 3/31/08		\$ 194,207		
Projected Ending Fund Balance	\$ 32,397			

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
RAMS BOOKSTORE
As of 3/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/07	\$ 957,839			
<u>Revenues</u>	\$ 3,819,000	\$ 3,789,934	\$ 29,066	0.76%
Less: Cost of Goods Sold	\$ 2,940,000	\$ 2,900,389	\$ 39,611	
Gross Margin from Local Revenues	\$ 879,000	\$ 889,545		
Total Other Income		\$ 7,999		
<u>Total Revenues</u>		<u>\$ 897,544</u>		
<u>Expenditures</u>	\$ 879,000	\$ 626,859		
Estimated labor to be invoiced		\$ 51,500		
<u>Total Expenditures</u>	\$ 787,000	<u>\$ 678,359</u>	\$ 108,641	13.80%
Revenues/(Expenditures)	\$92,000	\$ 219,185		
Month Ending Fund Balance 3/31/08		\$ 1,177,024		
Projected Ending Fund Balance	\$ 1,049,839			

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
AUXILIARY SERVICES
As of 3/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/07	\$ 147,259			
Revenues	\$ 481,000	\$ 292,767	\$ 152,317	31.67%
Estimated "Due From" District		<u>\$ 35,916</u>		
<u>Total Revenues</u>		<u>\$ 328,683</u>		
Expenditures				
Estimated Labor to be invoiced "Due To" District	\$ 481,000	\$ 261,638	\$ 191,362	39.78%
<u>Total Expenditures</u>		<u>\$ 28,000</u>		
		<u>\$ 289,638</u>		
Revenues/(Expenditures)	\$ -	\$ 39,045		
Month Ending Fund Balance 3/31/08		\$ 186,304		
Projected Ending Fund Balance	\$ 147,259			

**VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
ASB FUND
As of 3/31/08**

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/07	\$ 109,586			
<u>Revenues</u>	\$160,000	\$90,312	\$69,688	43.56%
Estimated amount "Due From" District		\$51,757		
<u>Total Revenues</u>		<u>\$142,069</u>		
<u>Expenditures</u>	\$160,000	\$123,197	\$36,803	23.00%
<u>Total Expenditures</u>		\$0	\$18,872	
Revenues/(Expenditures)	\$ -	\$ 18,872		
Month Ending Fund Balance 3/31/08		\$ 128,458		
Projected Ending Fund Balance	\$ 109,586			

VICTOR VALLEY COMMUNITY COLLEGE
2007-2008 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 3/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/07	\$ 65,911			
<u>Revenues</u>				
PELL	\$ 10,035,212	\$ 6,616,849	\$ 3,418,363	0.00%
SEOG	310,138	229,866	80,272	7.40%
Direct Loan	423,417	4,276,309	-3,852,892	0.00%
Cal Grant	742,062	866,058	-123,996	0.00%
CARE	103,595	123,000	-19,405	0.00%
TRIO	30,000	0	30,000	87.21%
EOPS	8,800	0	8,800	0.00%
ACG	0	26,150	-26,150	
<u>Total Revenues</u>	\$ 11,653,224	\$ 12,138,232	\$ (485,008)	0.20%
<u>Expenditures</u>				
PELL	\$ 10,035,212	\$ 6,616,809	\$ 3,418,403	0.00%
SEOG	310,138	229,500	80,638	8.11%
Direct Loan	423,417	4,271,081	-3,847,664	0.00%
Cal Grant	742,062	438,059	304,003	1.02%
CARE	103,595	81,395	22,200	21.76%
TRIO	30,000	0	30,000	100.00%
EOPS	8,800	0	8,800	100.00%
ACG	0	26,150	-26,150	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
<u>Total Expenditures</u>	\$ 11,653,224	\$ 11,662,994	\$ (9,770)	0.81%
 Net Change in Fund Balance	 \$ -	 \$ 475,238		
Month Ending Fund Balance 3/31/08		\$ 541,149		
 Projected Ending Fund Balance	 \$ 65,911			

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

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

TOPIC: NEW BOARD POLICY 3570 – GENERAL INSTITUTION – DISTRICT SMOKING POLICY – FIRST READING

SUBMITTED BY: College Council

RECOMMENDED BY: Lael Willingham *Lael C. Willingham*

APPROVED BY: Robert Silverman *RS*

Description/Background:

District wishes to submit for first reading the new Board Policy 3570 District Smoking Policy

The College Council, which includes representatives from all campus constituent groups, reviewed and approved the new policy on April 9, 2008. The policy is based on the recommendations of the Environmental Health & Safety Committee who conducted a campus wide staff and student survey, researched policies and conducted interviews at other California community college campuses, and considered current applicable state laws.

Need:

The new Board Policy 3570 District Smoking Policy is intended to protect the health of students and staff, the rights of smokers and non-smokers, and the environmental health of the campus.

Fiscal Impact: None

Recommended Action:

This is provided for board information only.

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

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

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

GENERAL INSTITUTION

Chapter 3

DISTRICT SMOKING POLICY

3570

The Victor Valley Community College District designates all district property (including district owned vehicles) as non-smoking, with the exception of those areas designated and clearly marked as SMOKING PERMITTED.


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

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

TOPIC: NEW BOARD POLICY 3505 – GENERAL INSTITUTION
CAMPUS DISASTER PREPAREDNESS and SAFETY/EMERGENCY
PLAN - FIRST READING

SUBMITTED BY: Lael Willingham

RECOMMENDED BY: Marion Boenheim 

APPROVED BY: Robert Silverman 

Description/Background:

District wishes to submit for first reading the new Board Policy 3505 Campus Disaster Preparedness and Safety/Emergency Plan. Administrative Procedures, including the written disaster preparedness plan will follow the second reading and approval of this policy.

The College Council, which includes representatives from all campus constituent groups, reviewed and approved the new policy on April 17, 2008.

Need:

The new Board Policy 3505 Campus Disaster Preparedness and Safety/Emergency Plan is necessary to meet state and federal mandates regarding disaster preparedness and assist in the protection of our students, staff, campus and community during and after an emergency. The Board Resolution approved by the Board at their regular meeting in April of 2008 was the first step towards implementation of an approved written disaster plan for the district. This policy is the second step towards that end.

Fiscal Impact: None

Recommended Action:

This is provided for board information only.

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

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

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

GENERAL INSTITUTION

Chapter 3

**CAMPUS DISASTER PREPAREDNESS and
SAFETY/EMERGENCY PLAN**

3505

The Victor Valley Community College District Board is committed to a safe and secure work and learning environment. The first concern of the College in establishing disaster preparedness plans and operating under emergency procedures shall be the welfare of the College students and personnel under its jurisdiction.

During an emergency situation all employees are declared civil defense workers subject to activities assigned to them in accordance with Government Code Sections 3100-3101 of the State of California.

To that end, the district Superintendent/President shall establish a campus disaster preparedness and safety/emergency plan and ensure that it is posted or otherwise made available to faculty, staff and students. This plan shall be reviewed annually and revised as necessary to include information and procedures in compliance with the tenets of the National Incident Management System (NIMS) and the state Standardized Emergency Management System (SEMS).

Reference:

Education Code 67380(a)(4); Government Code 3100-3101

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: CTA AGREEMENT, ARTICLE 9, FIRST READING

SUBMITTED BY: Faculty Association

RECOMMENDED BY: Marion Boenheim 

APPROVED BY: Robert Silverman 

Description/Background:

The district and the faculty association have met and reached agreement concerning revision exclusively on

- Article 9, Benefits: revises faculty health benefits which would make the health benefit plans for faculty, classified, and management consistent.

The agreement listed above has been ratified by the association and is presented as a first reading of the only item to be sunshined.

Need: It is necessary to sunshine Article 9, Benefits, to amend the contract with CTA.

Fiscal Impact: Combined savings of \$200,000 for classified, faculty, and management benefits

Recommended Action: Article 9 is presented as a first reading.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

**MEMORANDUM OF UNDERSTANDING
HEALTH BENEFITS**

This Memorandum of Understanding is entered into by the Victor Valley Community College District (hereinafter "District") and the Victor Valley College Faculty Association (hereinafter "Association").

WHEREAS, the District and the Association have met and negotiated in good faith to make changes to faculty health benefits, and

WHEREAS, the language in Article 9: Benefits, of the "Victor Valley College Agreement between Victor Valley Community College District and the Victor Valley College Association, California Teachers Association, Chapter 1169, CCA/NEA (hereinafter "Contract") does not support the changes said parties have agreed to, and

WHEREAS, due to insurance company timelines immediate action is required.

NOW, THEREFORE, it is agreed by and between the parties that under the provisions of this Memorandum of Understanding, that the current Article 9 in the contract will be replaced with the following language:

ARTICLE 9: BENEFITS

- A. The District shall pay 100% of the composite rate for medical, mental health, dental, and vision premiums, as well as mandatory life insurance premiums.
- B. Full-time faculty will have a choice of two (2) HMOs (one must be Kaiser) and one PPO, POS, or Elect Plan.
- C. The above benefits will be pro-rated for full-time faculty members with less than a full-time contract at the ratio of their contract to a full-time contract. This section does not apply to retired full-time faculty members.
- D. Any changes (i.e. office co-pays, prescription drug plans, and deductibles, etc.) or changes in carriers recommended by the Benefits Committee, which will be made up of two faculty and two administrators, must be bargained and ratified by faculty.
- E. A Section 125 Flexible Benefit Plan will be offered to full-time faculty members on a voluntary basis, consistent with the requirements of law. This plan allows full-time faculty members to set aside, on a pre-tax basis, certain unreimbursed medical expenditures and dependent day care expenditures, in addition to certain out-of-pocket premium costs, subject to federal and state regulations.
- F. Retirement Benefits.
Retirement benefits for full-time faculty members who are eligible for STRS/PERS retirements and who have a minimum of ten years of full-time service at Victor Valley College at the time of retirement will include:

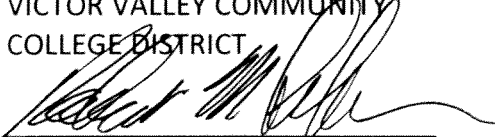
1. Medical, mental health, dental, and vision premiums, as well as mandatory life insurance premiums (life insurance for the retiree only) are paid for full-time faculty members until the full-time faculty member reaches Medicare age. Medical, mental health, dental, and vision insurance premiums are paid for the spouse of a retired full-time faculty member until the spouse reaches Medicare age, or for a period not to exceed five (5) years after the retired full-time faculty member reaches Medicare age, whichever occurs first. Spousal coverage shall be limited to the spouse at the time the full-time faculty member retires. The provisions of the insurance policy concerning insurance termination are in effect when:
 - a) the full-time faculty member dies and the full-time faculty coverage and the spousal coverage ends; or
 - b) the full-time faculty member reaches Medicare age, and only the full-time faculty member coverage ends.
2. An offer of a part-time contract (20% of a full load) will be made for each of the first two years after retirement for the dollar amount permitted by STRS or 20% of the full-time faculty member's latest salary before retirement, whichever is less, if appropriate openings are available as determined by the District.
3. In the event that any or all of the medical providers under the district-paid plans are not available to a retired unit member and/or his/her spouse because of a change of residency or otherwise, the District shall be required to pay no more than the amount designated in Section 9A above for the unit member and/or his/her spouse to obtain alternative benefits.

This Memorandum of Understanding pertains only to Article 9 in the contract.

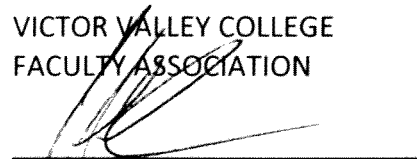
This Memorandum of Understanding shall become effective once it is ratified by faculty.

Once this Memorandum of Understanding is approved by the Victor Valley College Board of Trustees, the benefits language herein shall be rolled into the contract, automatically replacing the current Article 9, and this Memorandum of Understanding shall expire.

VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT


Robert Silverman
Superintendent, President

VICTOR VALLEY COLLEGE
FACULTY ASSOCIATION


Michael Smith
President

Date: 4/3/08


Date: 4/3/08

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: CSEA AGREEMENT, ARTICLE 9, FIRST READING

SUBMITTED BY: CSEA

RECOMMENDED BY: Marion Boenheim 

APPROVED BY: Robert Silverman 

Description/Background:

The district and CSEA have met and reached agreement concerning revision exclusively on

- Article 9, Benefits: revises classified health benefits which would make the health benefit plans for faculty, classified, and management consistent.

The agreement listed above has been ratified by CSEA and is presented as a first reading of the only item to be sunshined.

Need: It is necessary to sunshine Article 9, Benefits, to amend the contract with CSEA.

Fiscal Impact: Combined savings of \$200,000 for classified, faculty, and management benefits

Recommended Action: Article 9 is presented as a first reading.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

MEMORANDUM OF AGREEMENT

HEALTH BENEFITS

This Memorandum of Agreement is entered into by the Victor Valley Community College District (hereinafter "District) and the Victor Valley College Classified Association (hereinafter "association).

WHEREAS, the District and the Association have met and negotiated in good faith to make changes to classified health benefits, and

WHEREAS, the language in Article 9: Health and Welfare Benefits, of the "Victor Valley College Agreement between Victor Valley Community College District and the Victor Valley College Association, Classified School Employees Association, Chapter 584, CSEA (hereinafter Contract") does not support the changes said parties have agreed to, and

WHEREAS, due to insurance company timelines immediate action is required.

NOW, THEREFORE, it is agreed by and between the parties that under the provisions of this Memorandum of Agreement, that the current Article 9 in the contract will be replaced with the following language as noted:

- 9.1 Major medical health and accident insurance must be carried by all bargaining unit members. However, any bargaining unit member who is typically scheduled to work less than 20 hours per week shall not be subject to this requirement.
- 9.2 The District will provide for each full-time unit member, for the benefit year 2007-2008 per, \$8100, effective as follows: A non-discriminatory cafeteria plan shall be offered to all unit members except for subscriber's health insurance which is mandatory and will be deducted from the "cafeteria" plan effective July 1st, 2007. For unit members with families, the District agrees to pay an additional amount equal to the difference between the \$8,100 allotment (\$675.00) monthly and the Health Net HMO plan (993.34 monthly) or \$318.34 monthly per unit member in this category effective July 1st, 2007. For unit members in the two party health plan the District agrees to pay an amount equal to the difference between the \$8,100 allotment (\$675.00 monthly) and the Health Net HMO plan (\$723.00), or \$48.00 monthly per unit member in this category effect October 1st, 2007. Effective until June 30, 2008.

If the percentage increase in the contribution for benefits from other than the trust fund is greater for either faculty or management than that percentage granted in this agreement for the period of time from the close of negotiations through June 30, 2010, a similar increase will be provided CSEA. In the event either faculty or management is provided a benefit package for the period from the close of negotiations through June 30, 2010, greater than that provided in this agreement, a comparable benefit package will be granted to classified employees.

9.2.1. July 1, 2008 to June 30, 2010

- A. The district shall pay 100% of the super composite rate for medical, mental health, dental and vision premiums, as well as mandatory life insurance premiums.
- B. Eligible classified will have a choice of two (2) HMO's (one must be Kaiser) and one PPO, POS, or Elect Plan.
- C. Any changes (i.e. office co-pays, prescription drug plans, and deductibles, etc.) or changes in carriers recommended by the Benefits Committee must be bargained and ratified by classified.
- D. A Section 125 Flexible Benefit Plan will be offered to eligible classified members on a voluntary basis, consistent with the requirements of law. This plan allows eligible classified members to set aside, on a pre-tax basis, certain unreimbursed medical expenditures and dependent day care expenditures, in addition to certain out-of pocket premium costs, subject to federal and state regulations.
- E. Employees who are less than full-time and at least 50% (20 or more hours per week) will be eligible for full benefits as long as they were employed as of April 8, 2008.
- F. Employees hired after April 8, 2008 who are less than full-time and at least 50% (20 or more hours per week) will pay the difference between the pro rated district contribution and the amount necessary to insure full benefit coverage.

9.3 A college-wide insurance committee will include three classified bargaining unit members recommended by the president of the association. The Association President or designees and the district representatives shall recommend changes to the currently agreed upon including but not limited to plan design, benefit caps, services provided, service providers, brokers or trust, the district agrees to reopen Article IX and commence negotiations regarding the recommendation at least 30 days before the recommended changes.

9.4 The District will provide retirement benefits for unit members who are eligible for PERS/STRS retirement and who have a minimum of ten years of service at Victor Valley Community College District at the time of retirement. The date of hire will be the actual date of hire unless adjusted by the MSA. Said benefits will be the current health insurance benefits provided to the Classified as a whole and said benefits will be provided to both the eligible employee and said employee's eligible dependents until the employee reaches Medicare age. In order to be eligible for this benefit, the unit member must have been employed by the District on or after July 1, 1999. In the event that any or all of the medical

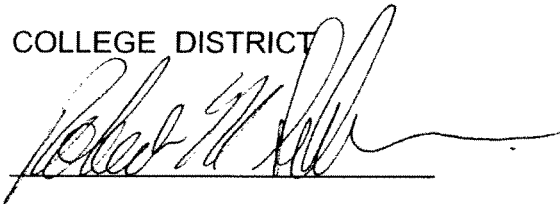
providers under the district paid plans are not available to a retired unit member and said retirees eligible dependents because of a change of residency or otherwise, the District shall be required to pay no more than the super composite rate for active employees.

This Memorandum of Agreement pertains only to Article 9 in the contract.

This Memorandum of Agreement shall become effective once it is ratified by the classified.

Once the Memorandum of Agreement is approved by the Victor Valley College Board of Trustees, the benefits language herein shall be rolled into the contract, automatically, replacing the current Article 9, and this Memorandum of Agreement shall expire.

VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT

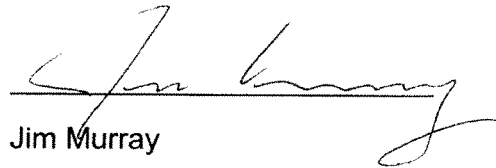


Robert Silverman

Superintendent/President

Date 4/8/08

VICTOR VALLEY CLASSIFIED
ASSOCIATION (CSEA #584)



Jim Murray

President

Date 4/8/08