



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

Date: November 11, 2008

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

AGENDA

1. **OPEN SESSION** 6 p.m.
This meeting will be electronically recorded
2. **CALL TO ORDER**

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS RELATED TO AGENDA ITEMS

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

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

- **Faculty Senate**

5. **CONSENT AGENDA**

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

Approval of consent items.

YES___ NO___

- 5.1 Approval of the minutes of the October 14, 2008 regular Board meeting.

5.2 Contract Education Services – Food Handlers Certification Card

Acceptance of income to the District for services rendered for Food Handlers Certification Cards as listed below. Fiscal Impact: \$7,860.00 to the District.

VENDOR	Income to the District
Golden Chopstix	\$ 600.00
7 Eleven	\$ 300.00
Mayra Meat Market	\$ 300.00
Rock & Roll Taco	\$ 300.00
Green Tree Coffee Shop	\$ 300.00
Miranchito Restaurant	\$ 300.00
Johnny D's	\$ 300.00
County of San Bernardino TAD-ESP	\$ 960.00
Super Target	\$2,100.00
Hermann's Restaurant	\$ 300.00
Jensens	\$ 900.00
NUBI	\$ 600.00
Farmer Boys	\$ 300.00
Tacos Huerta	\$ 300.00
	\$7,860.00

5.3 Agreement – Independent Contractor – Ken Robison

Approval of an Independent Contractor Agreement between Victor Valley Community College District and Ken Robison to repair DSPS scooters. The period of this agreement is from November 12, 2008 through June 30, 2009. Fiscal Impact: Not to exceed \$800.00

5.4 Child Development Training Consortium 2008-2009 Instruction Agreement 08-09-4536

Approval of the grant agreement between Victor Valley Community College District and Yosemite Community College District. The period of this agreement is from November 15, 2008 through June 30, 2009. Fiscal Impact: \$11,250.00 to the District.

5.5 Renew Library Online Database Subscriptions

Renewal of the online database subscriptions purchased through the Community College Library Consortium for the period of January 1, 2009 through December 31, 2009. Fiscal Impact: Budgeted item, not to exceed \$18,190.18.

5.6 Curriculum Changes

Approval of the curriculum changes that were recommended by the College Curriculum Committee September 25, 2008 and October 9, 2008. Fiscal Impact: None

5.7 Out of State Travel – Student Travel

Approval of the students to travel to Reno, Nevada to attend the National Student Nurse's Midyear Career Planning Conference from November 13, 2008 through November 16, 2008. Fiscal Impact: None

5.8 Agreement – Independent Contractor – Gerald Bryant

Approval of an Independent Contractor Agreement between Victor Valley Community College District and Gerald Bryant to prepare for and present a talk for the First Year Experience Workshop on November 12, 2008. The period of this agreement is from November 14, 2008 through May 31, 2009. Fiscal Impact: Not to exceed \$1,500.00 Title V Independent Grant.

- 5.9 Agreement – Independent Contractor – Lena Baker
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Lena Baker facilitate a one-day training workshops. The period of this agreement is November 13, 2008. Fiscal Impact: Not to exceed \$1,000.00 Title V Independent Grant.
- 5.10 Agreement – Independent Contractor – Doug Treadway
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Doug Treadway to develop and present workshops on sustainability. The period of this agreement is November 13, 2008 through May 31, 2009. Fiscal Impact: Not to exceed \$2,600.00 GEAR UP Grant, budgeted item.
- 5.11 Contract Education Services – Such a Voice
Approval of an agreement between Victor Valley Community College District and Such a Voice to teach students how to turn voice-overs into a business. The period of this agreement is April 25, 2009. Fiscal Impact: \$350.00 to the District.
- 5.12 Contract Education Services – Standing Room Only Productions, Inc.
Approval of an agreement between Victor Valley Community College District and Standing Room Only Productions, Inc to conduct a summer performance art mini camp. The period of this agreement is November 15, 2008 through November 17, 2008. Fiscal Impact: \$1,600.00 to the District.
- 5.13 Contract Education Services – Rounds, Miller, and Associates
Approval of an agreement between Victor Valley Community College District and Rounds, Miller, and Associates to conduct workshops on building your own business website and how to eliminate clutter in your life and get organized. The period of this agreement is January 21, 2009. Fiscal Impact: \$1,200.00 to the District.
- 5.14 Agreement – Herff Jones, Inc.
Approval of an agreement between Victor Valley Community College District and Herff Jones for the printing of the associate degree diplomas. Prices will be effective for 2009-2011. Fiscal Impact: \$10,250 over three years.
- 5.15 Increase Contract Amount – Norman A. Traub Associates Investigation Services
Approval to increase the independent contract agreement amount with Norman A. Traub Associates Investigation Services for the investigations of EEOC complaints. This contract was originally approved on July 8, 2008 for up to \$8,000.00 Fiscal Impact: \$130.00 per hour plus expenses, increasing additional \$7,000.00 to contract amount, budgeted item.
- 5.16 Agreement – The Counseling Team International
Ratification of the agreement with TCTI to provide psychological testing for pre-hire and/or school police officers. Dates of service are in effect for a one year period beginning October 1, 2008. Fiscal Impact: \$250.00 per applicant, not to exceed \$6,000.00, budgeted item.
- 5.17 Board of Trustees Budget Transfer Request Report
Approval of the Board of Trustees Budget Transfer Request Report. Fiscal Impact: None
- 5.18 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda.

6.2 Agreement, The California Collegiate Brain Trust YES ___ NO ___
Ratification of the agreement with The California Brain Trust for professional consulting services and retreat facilitation for the Board of Trustees Workshop that was held September 22, 2008.
Fiscal Impact: \$7,500.00 plus travel expenses.

8. INSTRUCTION

8.1 Agreement – California Early Childhood Mentor Program YES ___ NO ___
Acceptance of the agreement with the San Francisco Community College District on behalf of its California Early Childhood Mentor Program from November 15, 2008 through June 30, 2010. Fiscal Impact: \$78,000.00 to the District.

10. ADMINISTRATIVE SERVICES

10.1 Foundation Donations YES ___ NO ___
Acceptance of donations as college property from the Victor Valley District Foundation for a total of \$93,463.51. These donations are for the period ending September 20, 2008. Fiscal Impact: N/A

10.2 Recalculation of Gann Appropriation Limit YES ___ NO ___
Approval of the Gann appropriation limit for 2008-2009 in the amount of \$90,883,024 Fiscal Impact: None

10.3 Cooperative Agreement No. 08-Puente-CCC-05 YES ___ NO ___
Approval of the agreement with the Regents of the University of California Puente Project. The period of this agreement is from November 15, 2008 through June 30, 2014. Fiscal Impact: \$105,000.00 to the District over 3 years.

10.4 Purchase of Power through Community College League of California YES ___ NO ___
Approval of continued consortium membership and direction for the Superintendent/President or Director of Fiscal Services to sign the agreement when it is delivered to the college. Fiscal Impact: None

11. HUMAN RESOURCES

11.1 New Confidential Position and Job Description – YES ___ NO ___
Human Resources Compliance Coordinator
Approval of the new job description and placement on the administrative, management, and confidential salary schedule. Fiscal Impact: \$5,629-\$7,193 per month, plus benefits.

11.2 New Confidential Position and Job Description – YES ___ NO ___
Human Resources Specialist
Approval of the new job description and placement on the administrative, management, and confidential salary schedule. Fiscal Impact: \$5,230-\$6,679 per month, plus benefits.

- 11.3 Updated Management Job Description – Director of the Associate Degree Nursing Program and Allied Health YES ___ NO ___
Approval of the new job description and placement on the administrative, management, and confidential salary schedule. Fiscal Impact: \$7,186-\$9,203 per month, plus benefits.
- 11.4 Classified – Updated Job Descriptions, Reclassifications – Lead, Applications Services Desk YES ___ NO ___
Approval of updated job descriptions and revised salary placements for the Lead, Applications Service Desk. Fiscal Impact: \$506 per month.
- 11.5 Classified – Updated Job Descriptions, Reclassifications – Lead, Network Manager YES ___ NO ___
Approval of updated job descriptions and revised salary placements for the Lead, Network Manager. Fiscal Impact: \$447 per month.
- 11.6. New Management Position and Job Description – Facilities Project Manager YES ___ NO ___
Approval of the new management position and job description.
Fiscal Impact: to be determined
- 11.7 AFT-PTFU Agreement YES ___ NO ___
Approval of the change to article 13, Faculty Association. Fiscal Impact: None

12. INFORMATON

- 12.1 Monthly Financial Reports
Submitted as an informational item.
- 12.2 Annual Financial and Budget Report (CCFS-311)
Submitted as an informational item.
- 12.3 First Reading – Board Policy 8000 - Police Department
Submitted as an informational item.
- 12.4 First Reading – Board Policy 8010 – Weapons on Campus
Submitted as an informational item.
- 12.5 First Reading – Board Policy 8020 – Campus Disaster Preparedness & Safety/Emergency Plan
Submitted as an informational item.
- 12.6 AFT-PTFU Initial Negotiations Proposal to District
Submitted as an informational item.
- 12.7 CTA Initial Negotiations Proposal to District
Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

- 13.1 Foundation

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

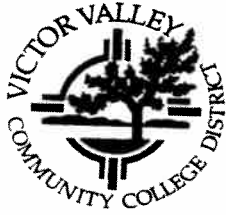
PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

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: October 14, 2008

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

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

CALL TO ORDER

The Board of Trustees of Victor Valley Community College District met in Open Session on 5 p.m.
October 14, 2008 in the Board Room of the Administration building. Mr. Nelson, Board
President called the meeting to order at 5 p.m.

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

Absent; Christina Zambrano, Student Trustee

Christina arrived at 6 p.m.

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

PLEDGE OF ALLEGIANCE

Bill Greulich led the Pledge of Allegiance to the Flag.

High School to College to University Transition Workshop

(Staff Lounge, Victor Valley Community College)

5-6 p.m.

The various programs that support student success and student transfer were presented. Chris
Piercy spoke on the Bridge program, Kevin Barda provided an update on the recruitment and
outreach program and Mike McCracken provided information on the services that are offered by
the Counseling Department. Dr. Hindes summarized the outreach/community and school based
programs (Upward Bound, Upward Bound Math & Science, CAHSEE, GEAR UP and Career
Pathways) available to the students at Victor Valley College.

At 6:08 p.m. Mr. Nelson convened to open session and announced the recent passing of Peg
Kelley former Dean of Nursing. Item 5.6, of the agenda docket should be corrected to read
Chino Valley Independent Fire District. The wording appeared correctly in the agenda packet.

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

3. BOARD PRESIDENT'S REPORT

Mr. Nelson complimented and thanked Ms. Valles for representing the board with the dedication of the new center in the City of Victorville. Mr. Range was congratulated on receiving a national award.

As a result of the board retreat last month, an ad hoc Board committee was formed to review Victor Valley College's board governance policies 2000. Mr. Nelson appointed Ms Valles as the chair of the committee and he will assist with the program.

4. SUPERINTENDENT/PRESIDENT'S REPORT

Dr. Silverman reported on the mid-term accreditation report that was recently submitted. This interim report represents a very extensive review and is an ongoing process of challenges and hard work. The accreditation team will visit November 5 to validate the contents of the report. Dr. Silverman thanked the team that assisted with putting the report together. Justin Gatewood was acknowledged for his hard work on creating links to pertinent information of the report. The next report will be due in the spring

Dr. O'Hearn added that the mid-term accreditation report and where the college is today is not by happen stance, it is by design. The last 16-18 months have been positive and is reflected in the climate on campus and in the amount of work that everyone has contributed. This is clearly a manifestation of the leadership of the Board of Trustees and Dr. Silverman who have brought us to this level. He thanked Drs. Kildal and Hindes as well as all the individuals who participated in the preparation of the report.

- **Faculty Senate**

Ms. Blanchard thanked Lisa Harvey for her work on the accreditation report and reported on:

Matriculation

SLO status

Jack Cook Foundation scholarship

5. CONSENT AGENDA

Dr. Underhill made a motion to approve the consent items in one motion. Following discussion, Dr. Underhill withdrew her motion and it was MSC (Henderson/Underhill, 5-0) to approve the consent items in one motion as amended

5. CONSENT AGENDA

It was MSC (Henderson/Underhill, 5-0) to approve the consent items in one motion as amended with agenda item 5.1 pulled for separate discussion.

5.1 **PULLED FOR SEPARATE DISCUSSION** Approval of the minutes of the September 9, 2008 regular Board meeting and the September 22, 2008 Board Development Workshop

5.2 Out-of-State Student Travel

Approval of the out-of-state travel for ASB students to travel to Washington, D.C. to attend the American Student Association of Community Colleges National Student Advocacy & Leadership & Citizenship Conference from October 25, 2008 through October 28, 2008.
Fiscal Impact: Associated Student Body funds - \$10,000.00.

- 5.3 Out of State Student Travel
Approval of the out-of-state travel for students from the Political Science Department to travel to Washington, D.C. to attend the National Model United Nations Conference from October 29, 2008 through November 2, 2008. Fiscal Impact: None
- 5.4 Grant Agreement 0810-44 – Temporary Assistance for Needy Families – Child Development Careers (TANF-CDC) Program
Ratification of the grant agreement 0810-44 for Temporary Assistance for Needy Families – Child Development Careers (TANF- CDC) Program between the Victor Valley Community College District and the Foundation for Community Colleges (FCCC) from July 1, 2007 through June 30, 2010.
Fiscal Impact: Budgeted, July 1, 2008 – June 30, 2009: \$39,320.00
Budgeted, July 1, 2009 – June 30, 2010: \$42,654.00
- 5.5 Agreement – 7275BG – Mike Brown Grandstands, Inc.
Ratification of the agreement 7275B between Victor Valley Community College District and Mike Brown Grandstands, Inc. for rental equipment for the Athletics Department. The period of the agreement is September 9, 2008 through November 28, 2008. Fiscal Impact: Budgeted, Athletics Account \$12,271.00
- 5.6 Agreement – Chino Valley Independent Fire District
Ratification of the agreement between Victor Valley Community College District and San Antonio Community Hospital. The period of this agreement begins January 1, 2009. The term of this agreement shall commence effective date and this agreement shall thereafter remain in effect unless terminated by either party without cause by providing thirty (30) days written notice to the other party, provided however that no such termination shall be effective until the end of the District term that is in session at that time or for cause pursuant to section VI-A of this agreement. Fiscal Impact: None
- 5.7 Curriculum Changes
Approval of the curriculum changes that have been recommended by the College Curriculum Committee September 11, 2008. Fiscal Impact: None.
- 5.8 Agreement – Independent Contractor – John Tonyan
Ratification of an Independent Contractor Agreement between Victor Valley Community College District and John Tonyan. The period of this agreement is from August 25, 2008 through June 25, 2009. Fiscal Impact: Not to exceed \$3,000.00.
- 5.9 Contract Education Services – Liberty Tax Services
Ratification of the agreement between Victor Valley Community College District and Liberty Tax Services to teach the fundamentals of income tax preparation. The period of this agreement is from October 13, 2008 through December 17, 2008 Fiscal Impact: \$500.00 to the District.
- 5.10 Contract Education Services – Maan Fu Steak House
Ratification of the agreement between Victor Valley Community College District and Maan Fu Steak House to obtain a food handlers certification card. The period of this agreement is from August 26, 2008 through August 26, 2009. Fiscal Impact: \$300.00 to the District.

- 5.11 Contract Education Services – City of La Habra Child Development
Ratification of the agreement between Victor Valley Community College District and the City La Habra Child Development to provide students with a working knowledge of the High/Scope curriculum model. Fiscal Impact: \$3,264.00 to the District.
- 5.12 Contract Education Services – Super Target
Ratification of the agreement between Victor Valley Community College District and Super Target to obtain a food handlers certification card. The period of this agreement is from August 13, 2008 through August 13, 2009. Fiscal Impact: \$900.00 to the District.
- 5.13 Contract Education Services – Albertos
Ratification of the agreement between Victor Valley Community College District and Albertos to obtain a food handlers certification card. The period of this agreement is from August 15, 2008 through August 15, 2009. Fiscal Impact: \$300.00 to the District.
- 5.14 Contract Education Services – Red Robin
Ratification of the agreement between Victor Valley Community College District and Red Robin to obtain a food handlers certification card. The period of this agreement is from August 19, 2008 through August 19, 2009. Fiscal Impact: \$300.00 to the District.
- 5.15 Contract Education Services – Jakes BBQ Pit
Ratification of the agreement between Victor Valley Community College District and Jakes BBQ Pit to obtain a food handlers certification card. The period of this agreement is from June 17, 2008 through June 17, 2009. Fiscal Impact: \$450.00 to the District.
- 5.16 Contract Education Services – Nubi
Ratification of the agreement between Victor Valley Community College District and Nubi to obtain a food handlers certification card. The period of this agreement is from September 12, 2008 through September 12, 2009. Fiscal Impact: \$150.00 to the District.
- 5.17 Contract Education Services – American Travel
Ratification of the agreement between Victor Valley Community College District and American Travel to obtain a food handlers certification card. The period of this agreement is from August 28, 2008 through August 28, 2009. Fiscal Impact: \$300.00 to the District.
- 5.18 Agreement – Village Profile, Inc.
Ratification of the agreement with Village Profile, Inc. to reserve advertising space in the publication *Apple Valley California*. Fiscal Impact: \$595.00 from the Public Information Office advertising funds.
- 5.19 Agreement – Hi Desert Alarm & Fire Sprinklers
Ratification of the agreement with Hi Desert Alarm & Fire Sprinklers to install and monitor an alarm system for the Victorville Education Center located on 7th Street in Victorville. The agreement includes providing, installing, monitoring and maintenance of the alarm system. Fiscal Impact: \$1,616.00.
- 5.20 Agreement – Bomgar Corporation
Ratification of the agreement with BOMGAR Corporation to purchase software that will enable help desk and other technical personnel to review and control any workstation on or off campus. Fiscal Impact: \$16,018.57, budgeted item.

- 5.21 Agreement – Livetime Software Inc.
Ratification of the agreement with LiveTime Software, Inc. to purchase help desk software. Fiscal Impact: \$15,952.50, budgeted item.
- 5.22 Agreement – Quantum
Ratification of the agreement with Quantum to provide yearly maintenance for their tape drive back-up system. Contract period is from October 1, 2008 – September 30, 2009. Fiscal Impact: \$1,235.00, budgeted item.
- 5.23 Agreement Renewal – Safety Kleen Systems, Inc.
Ratification of the agreement with Safety Kleen Systems, Inc. to provide parts washers for the Maintenance & Operations vehicle repair and automotive areas. Fiscal Impact: \$1,500.00, budgeted item.
- 5.24 Notice of Completion
Acceptance of the Notice of Completion for the work done by United paving Co. for the replacement of the asphalt in parking lots #10 and #11. Fiscal Impact: None
- 5.25 Quarterly Financial Status Report (CCFS-311Q)
Acceptance of the Quarterly Financial Status Report (CCFS-311Q). Fiscal Impact: None
- 5.26 Board of Trustees Budget Transfer Request Report
Approval of the Board of Trustees Budget Transfer Request Report. Fiscal Impact: None
- 5.27 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.28 Agreement – Chappell Graduation Images
Ratification of the agreement with Chappell Graduation Images for photography services in connection with commencement ceremonies. Fiscal Impact: None
- 5.29 Renewal Agreement – Identix Inc.
Ratification of the agreement with Identix, Inc. to provide maintenance services for the Live Scan fingerprinting machine in the Human Resources Department. Fiscal Impact: \$2,793.00, budgeted item.
- 5.30 Agreement Identix, Inc.
Ratification of the agreement with Identix, Inc. for the maintenance on the LiveScan equipment used in the Campus Police Department. Fiscal Impact: \$2,800.00, budgeted item.
- 5.31 Agreement – Independent Contractor – First Student
Ratification of an Independent Contractor Agreement between Victor Valley College District and First Student to provide transportation services for Upward Bound and Upward Bound Math and Science participants during 2008 Summer Academy. Fiscal Impact: Not to exceed \$29,000.00 Upward Bound grant funds.
- 5.32 Agreement – Prudential Overall Supply
Ratification of the agreement with Prudential Overall supply to uniform shirts, dust mops and shop rags. Fiscal Impact: \$8,000.00, budgeted item.

5.33 Agreement – Independent Contractor – William Garrison
Ratification of an Independent Contract Agreement between Victor Valley Community College District and William Garrison to serve as an external evaluator for the Gear Up program. Fiscal Impact: \$5,000.00. Gear Up Program grant.

5.34 Agreement – Independent Contractor – Jon Schorle
Ratification of an Independent Contract Agreement between Victor Valley Community College District and Jon Schorle to provide consulting services regarding the qualifications of the Victor Valley Police Department. Dates of the service will be October 7, 2008 through December 1, 2008. Fiscal Impact: Not to exceed \$7,500.00

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda.

5.1 Approval of the minutes of the September 9, 2008 regular Board meeting and the September 22, 2008 Board Development Workshop

Mr. Range reported on the Board Development Workshop that was held September 22, 2008 and pointed out that the excellent results were reflected in the minutes of the meeting.

Following discussion, it was MSC (Range/Henderson, 5-0) to approve the minutes of the September 9, 2008 regular Board meeting and the September 22, 2008 Board Development Workshop.

6.2 Board Member Compensation Resolution

It was MSC (Underhill/Valles, 4-1, Henderson abstaining) to adopt the resolution excusing Trustee Henderson's absence from the July 31, 2008 special meeting and allowing him to be compensated for that meeting. Fiscal Impact: Not to exceed \$240.00, budgeted item.

6.3 Resolution of the Board of Trustees Establishing a Citizens' Bond Oversight Committee and Approving Committee Bylaws

It was MSC (Underhill/Valles, 5-0) to adopt Adoption of the resolution establishing a Citizens' Bond Oversight Committee and approving the committee bylaws. Fiscal Impact: None

8. INSTRUCTION

8.1 Amendment to Contract DJB1603006 - Federal Bureau of Prisons

It was MSC (Range/Henderson, 5-0) to approve to amend the contract DJB61603006 between the Federal Bureau of Prisons and Victor Valley Community College District. The effective date of this amendment is October 1, 2008 through April 1, 2009. Fiscal Impact: \$115,800.00 to the District.

10. ADMINISTRATIVE SERVICES

10.1 Agreement - Nexus

It was MSC (Henderson/Underhill, 5-0) to approve the agreement with Nexus to upgrade the campus phone system from Cisco Call Manager version 3.2 to version 6.0. Fiscal Impact: \$78,482.43, budgeted item

10.2 Foundation Donations

It was MSC (Henderson/Underhill, 5-0) to accept the donations as college property from the Victor Valley District Foundation for a total of \$364,632.40. These donations are for the period ending August 31, 2008. Fiscal Impact: N/A

11. HUMAN RESOURCES

11.1 Management Updated Job Description, Reclassification – Director of Special Grant programs

It was MSC (Henderson/Underhill, 5-0) to approve the updated job description and placement on the management salary schedule, effective October 1, 2008. Fiscal Impact: \$827.00 monthly.

12. INFORMATON

12.1 Draft - Accreditation Report (provided at the meeting)

13. REPORTS (3 minute limit per report)

13.1 Foundation
No report

13.2 Employee Groups

a) CTA
No report

b) CSEA
Jim Murray reported on:
Reported on agenda item 10.1
Timelines for replace of employees that took the early retirement
Status of Campus Police

c) AFT Part-Time Faculty United
Valerie Frangelica reported on:
Collaborative negotiations
AFT newsletter
Future

14. TRUSTEE COMMENTS

Christina Zambrano reported on:
AAAC conference
Voter registration drive
Early voting place
Measure JJ
Women's Expo
NASCO
10th annual coat drive
Candidate Forum
Club of the Year
Blood drive
Lights of Love event
Flamingo fundraiser

Ms. Valles thanked the staff and Drs. Silverman and O'Hearn for getting the college back on track with accreditation with a special thanks to the staff and individuals for putting the Old Town Center together.

15. The following individual made a comment with respect to non-agenized items: Margaret Kagy and Dewey Kelleygray

16. **Adjournment**

It was MSC (Underhill/Range, 5-0) to adjourn the meeting at 7:08 p.m. The motion carried unanimously.

Dennis Henderson, Clerk

Date Approved


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

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

TOPIC: Contract Education Services – Food Handlers Certification Card

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires acceptance of income to the District for services rendered for Food Handlers Certification Cards as listed below. Fiscal Impact: \$7,860.00 to the District.

VENDOR	Income to the District
Golden Chopstix	\$ 600.00
7 Eleven	\$ 300.00
Mayra Meat Market	\$ 300.00
Rock & Roll Taco	\$ 300.00
Green Tree Coffee Shop	\$ 300.00
Miranchito Restaurant	\$ 300.00
Johnny D's	\$ 300.00
County of San Bernardino TAD-ESP	\$ 960.00
Super Target	\$2,100.00
Hermann's Restaurant	\$ 300.00
Jensens	\$ 900.00
NUBI	\$ 600.00
Farmer Boys	\$ 300.00
Tacos Huerta	\$ 300.00
	\$7,860.00

Need:

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

Fiscal Impact: \$7,860.00 income to the District.

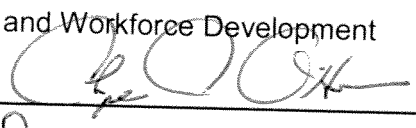

Recommended Action: Acceptance of income to the District for services rendered for Food Handlers Certification Cards as listed below. Fiscal Impact: \$7,860.00 to the District.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

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

Description/Background:

The district desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Ken Robison. The period of this agreement is from November 12, 2008, through June 30, 2009.

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

Need:

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

Fiscal Impact: Not to exceed \$800.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Ken Robison. The period of this agreement is from November 12, 2008, through June 30, 2009.

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: CHILD DEVELOPMENT TRAINING CONSORTIUM 2008-2009
INSTRUCTION AGREEMENT 08-09 - 4536

RECOMMENDED BY: Mary Sypkens, Child Development

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve an agreement between Victor Valley Community College District and the Yosemite Community College District. The period of this agreement is from November 15, 2008, through June 30, 2009.

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

Need:

This agreement benefits our students who are currently employed in an early childhood setting, encouraging them to return to school to further their education, and increase their skills. By assisting students with their tuition costs and textbook expenses, students are more readily able to attend the college.

Fiscal Impact: \$11,250.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Victor Valley Community College District and Yosemite Community College District. The period of this agreement is from November 15, 2008, through June 30, 2009.

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: RENEW LIBRARY ONLINE DATABASE SUBSCRIPTIONS

SUBMITTED BY: Leslie Huiner, Library

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve the renewal of online database subscriptions purchased through the Community College Library Consortium for the period of January 01, 2009, through December 31, 2009. The Master Renewal Order Fall 2008 form is attached. The online databases are: Gales' Opposing Viewpoint Resource Center Unlimited, NewsBank's Newsfile Collection, Oxford University Press' Grove Art Online and Biology Journals without Research Library Complete, and R.R. Bowker's Books in Print (BIP) with reviews.

Need:

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

Fiscal Impact: Budgeted item, not to exceed \$18,190.18

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve the renewal of online database subscriptions purchased through the Community College Library Consortium for the period of January 01, 2009 through December 31, 2009.

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: Rebecca Drew, Instruction

RECOMMENDED BY: Christopher O'Hearn



APPROVED BY: Robert Silverman



Description/Background:

The College Curriculum Committee is meeting on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on September 25, 2008, and October 9, 2008, are listed on the attached sheet.

A copy of the College Curriculum Committee 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

2008-2009 CURRICULUM COMMITTEE RECOMMENDATIONS
 Sep 25, Oct 9, 2008


COURSE	TITLE	CHANGE/JUSTIFICATION	DEGREE APPROPRIATE (NEW COURSE ONLY)	DATE
AJ	Forensic Identification - Certificate of Achievement	New Certificate		09/25/2008
APE 169	Adapted Cardiac Rehabilitation	Course update		10/09/2008
AUTO 51A	Engine Repair	Course update		09/25/2008
BET 103	Wordperfect for Windows ABC	Course deactivation		10/09/2008
BSKL 5	Beginning English Grammar	New Course		10/09/2008
CHDV 133	Art Experiences for Young Children	Course update		10/09/2008
CHEM 100	Introductory Chemistry	Course update		10/09/2008
CIS 139	Windows for Power Users	Course update		09/25/2008
NURS 49	Knowledge Review for Pre-Nursing Students	New Course		09/25/2008
PHYS 204	Engineering Physics IV	Course update		10/09/2008
RMGT 83	Kitchen/Dining Room Training	Course update		10/09/2008
RMGT 84	Kitchen/Dining Room Management	Course update		10/09/2008
RMGT 85	Advanced Restaurant Management	Course update		10/09/2008
RMGT 86	Foodservice Sanitation	Course update		10/09/2008
RMGT 87	Principles of Professional Cooking	Course update		10/09/2008
RMGT 88	Management by Menu	Course update		10/09/2008
RMGT 89	Purchasing for Food Service Managers	Course update		10/09/2008
RMGT 90	Restaurant Marketing	Course update		10/09/2008
RMGT 91	Controlling Foodservice Costs	Course update		10/09/2008
RMGT 93	Human Resources Management in the Foodservice Industry	Course update		10/09/2008
RMGT 120	Introduction to Nutrition	Course update		10/09/2008
TA 101	Introduction to Theatre	Course update		09/25/2008

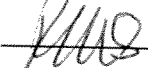
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: OUT OF STATE TRAVEL – STUDENT TRAVEL
NURSING

SUBMITTED BY: Alice Ramming, Nursing

RECOMMENDED BY: Christopher O’Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The district is requesting approval to allow students to travel to Reno, Nevada, to attend the National Student Nurse’s Midyear Career Planning Conference from November 13, 2008, through November 16, 2008. Students participating in the field trip are registered at Victor Valley Community College.

Students:

- Girard, Linda
- Green, Jerry
- Holmes, Priya
- Jahnke, Lorraine
- Myers, Mandi
- Schmidt, Heidi
- Solomon, Rex L.
- Weinberg, Katie

Need:

This request is to provide a nursing education workshop.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve students to travel to Reno, Nevada, to attend the National Student Nurse’s Midyear Career Planning Conference from November 13, 2008, through November 16, 2008. Students participating in the field trip are registered at Victor Valley Community College.

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 - INDEPENDENT CONTRACTOR

SUBMITTED BY: Victoria Hindes, Student Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Gerald Bryant. The period of this agreement is from November 12, 2008, through May 31, 2009.

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

Need:

Preparation for and presentation of, "The Process of Success" talk for the First Year Experience Workshop on November 12, 2008.

Fiscal Impact: Title V Independent Grant budgeted item: \$1,500.00

Recommended Action:



It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Gerald Bryant. The period of this agreement is from November 12, 2008, through May 31, 2009.

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 - INDEPENDENT CONTRACTOR
SUBMITTED BY: Victoria Hindes, Student Services
RECOMMENDED BY: Christopher O'Hearn 
APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Doug Treadway. The period of this agreement is from November 13, 2008, through May 31, 2009.

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

Need:

The contractor will develop and present workshops designed for faculty, student leaders, and tutors from across the disciplines including but not limited to, staff and teachers from the Title V Hispanic Serving Institutions Grant Program, GEAR UP, Career Exploration, Development Programs, and TRIO.

Fiscal Impact: GEAR UP Grant budgeted item: \$2,600.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Doug Treadway. The period of this agreement is from November 13, 2008, through June 30, 2009.

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 - INDEPENDENT CONTRACTOR

SUBMITTED BY: Victoria Hindes, Student Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Doug Treadway. The period of this agreement is from November 13, 2008, through May 31, 2009.

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

Need:

The contractor will develop and present workshops designed for faculty, student leaders, and tutors from across the disciplines including but not limited to, staff and teachers from the Title V Hispanic Serving Institutions Grant Program, GEAR UP, Career Exploration, Development Programs, and TRIO.

Fiscal Impact: Not to exceed \$2,600.00.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Doug Treadway. The period of this agreement is from November 13, 2008, through June 30, 2009.

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: CONTRACT EDUCATION SERVICES – SUCH A VOICE

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve an agreement between Victor Valley Community College District and Such a Voice. The period of this agreement is April 25, 2009.

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

Need:

This class teaches students how to turn voice-overs into a part or full-time business.

Fiscal Impact: \$350.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community College District and Such a Voice. The period of this agreement is April 25, 2009.

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: CONTRACT EDUCATION SERVICES – STANDING ROOM ONLY PRODUCTIONS, INC.

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve an agreement between Victor Valley Community College District and Standing Room Only Productions, Inc. The period of this agreement is from November 15, 2008, through November 17, 2008.

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

Need:

This workshop teaches basic skills of the performing arts, including singing, dancing, and putting on a large-scale musical production, complete with lights, set, and costumes.

Fiscal Impact: \$1,600.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community College District and Standing Room Only Productions, Inc. The period of this agreement is from November 15, 2008, through November 17, 2008.

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: CONTRACT EDUCATION SERVICES – ROUNDS, MILLER, AND ASSOCIATES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to approve an agreement between Victor Valley Community College District and Rounds, Miller, and Associates. The period of this agreement is January 21, 2009.

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

Need:

"Build your Own Business Website and Save Money" course will teach students what a website is and what one can put in the website to improve one's business, how to analyze one's needs and select the best web design criteria, make the site user friendly, and promote one's website and link with search engines to make sure the website can be found.

"How to Eliminate Clutter in Your Life and Get Organized" course will teach students the difference between organized and neat, change one's environment to work for you, what the true cost of one's items really are, how to be removed from junk mail lists, three reasons for reading material, and how to decide about keeping it or tossing it.

Fiscal Impact: \$1,200.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community College District and Rounds, Miller, and Associates. The period of this agreement is January 21, 2009.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: Agreement - Herff Jones, Inc.

SUBMITTED BY: Margie Sandello, Student Services

RECOMMENDED BY: Robert Silverman *[Signature]*

APPROVED BY: Robert Silverman *[Signature]*

Description/Background:

The district wishes to enter into an agreement with Herff Jones, Inc. for associate degree diplomas. Prices will be effective for 2009 - 2011.

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

Need:

For the printing of the associate degree diplomas.

Fiscal Impact: Budget item, approximately \$10,250 over three years.

Recommended Action: This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees approve the agreement with Herff Jones, Inc.

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: INCREASE CONTRACT AMOUNT – NORMAN A. TRAUB ASSOCIATES INVESTIGATION SERVICES

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to increase the independent contract agreement amount with Norman A. Traub Associates Investigation Services, for additional \$7,000 for the investigations of discrimination complaints. This contract was originally approved on July 8, 2008 for up to \$8,000.

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

Need:

Approval of the increase is needed to conduct investigations regarding discrimination complaints.

Fiscal Impact: \$130.00 per hour plus expenses, increasing additional \$7,000 to contract amount – Budgeted item.

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees approve the increase, 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 – THE COUNSELING TEAM INTERNATIONAL

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to ratify the agreement with The Counseling Team International (TCTI) to provide psychological testing for pre-hire and/or school police officers. Dates of service are in effect for a one year period beginning October 1, 2008.

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

Need:

The above ratified agreement was necessary to conduct evaluations, in accordance with Government Code 1031.

Fiscal Impact: \$250.00 per applicant, not to exceed \$6,000.00 – Budgeted item.

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with TCTI, not to exceed \$6,000.00.

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: 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 09/01/08 to 10/17/08

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
77	F01	0948-Automotive Technology (For New Equipment)	0948-Automotive Technology	5640-Contracts-Repairs 6400-New Equipment	3,000	3,000
79	F01	6790-Technical Services (Nexus Call Mgr Phone Upgrade)	6790-Technical Services	5805-License Fees 6400-New Equipment	80,000	80,000
84	F01	6680-Facilities Construction (CCFC Membership Renewal)	6680-Facilities Construction	4500-Other Supplies 5300-Dues & Memberships	75	75
86	F01	6010-VP Student Learning (Cover Negative Balance)	4920-Interdisp. Adult Classes-ADA	4500-Other Supplies 5640-Contracts-Repairs	500	500
87	F01	1250-Paramedics (CA State Paramedic Training License)	1250-Paramedics	4300-Instructional Supplies 5300-Dues & Memberships	1,000	1,000
89	F01	6455-Dean of Student Services (CSU/UC Counselor Conference)	6455-Dean of Student Services	4500-Other Supplies 5200-Travel/Conference Instructional	450	450
90	F01	6300-Counseling & Guidance (P James Travel-Articulation)	6300-Counseling & Guidance	4300-Instructional Supplies 5200-Travel/Conference Instructional	250	250
94	F01	0400-Biological Sciences (Repair of Water Bath)	0400-Biological Sciences	4300-Instructional Supplies 5640-Contracts-Repairs	100	100
95	F01	6350-Student Support Svcs-Title IV (Student Workers)	6350-Student Support Svcs-Title IV	5840-Contracted Services 2480-Class-I/NR Students	10,000	10,000
102	F01	6420-DSPS (Cover Negative Balance)	6420-DSPS 6420-DSPS	4500-Other Supplies 5840-Contracted Services 5640-Contracts-Repairs	7,130 400	7,530

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 09/01/08 to 10/17/08

Batch No.	Fund	Program		Account	Amount		
		From:	To:		Increase	Decrease	
104	F01	0000-District Wide Holding Program		9750-Restricted Programs Rollover		757,443	
		1305-Child Development		7620-Other Services-Students	2,158		
		1305-Child Development		Salaries & Benefits	9,000		
		6350-Student Support Svcs-Title IV		5691-Prior Year Rollover	81,146		
		0948-Automotive Technology		5691-Prior Year Rollover	45,417		
		6825-Community Services Classes		5691-Prior Year Rollover	139,002		
		6460-Financial Aid Admin		5691-Prior Year Rollover	53,966		
		6790-Technical Services		5691-Prior Year Rollover	28,203		
		6760-Staff Diversity		5691-Prior Year Rollover	21,971		
		6010-VP Student Learning		5691-Prior Year Rollover	2,566		
		6120-Library		5805-License Fees	18,136		
		1203-RN Program		5691-Prior Year Rollover	114,049		
		2133-Fire Control Technology		5691-Prior Year Rollover	7,939		
		3002-Restaurant/Food Svc Mgmt		5691-Prior Year Rollover	2,189		
		6455-Dean of Student Services		5690-Indirect Cost	58,630		
		1200-Health Services General		5691-Prior Year Rollover	3,498		
		1900-Physical Sciences		5691-Prior Year Rollover	912		
		6670-VP Admin Services		5691-Prior Year Rollover	168,661		
		(Carryover Bal Budget Setup)					
110	F01	6920-Child Development Center		4300-Instructional Supplies		9,400	
		6920-Child Development Center		5805-License Fees	1,000		
		6920-Child Development Center		5202-Travel-Conference/Admin	2,700		
		6920-Child Development Center		4710-Food	5,000		
		6920-Child Development Center		5810-Advertising-Public Relations	700		
		(Cover Negative Accounts)					

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: Mary Pringle Mary Pringle

APPROVED BY: Robert Silverman [Signature]

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

Reference for Agenda: YES NO

BOARD PAYMENT REPORT
 BOARD OF TRUSTEES MEETING, NOV. 11, 2008

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 204	\$ 17,904.98		\$ 984.15			
BATCH 205	\$ 65,713.11					
BATCH 205A	\$ 740.00					
BATCH 206	\$ 17,321.56					
BATCH 207	\$ 4,330.50					
BATCH 207A	\$ 10,320.00					
BATCH 208	\$ 1,134.03					
BATCH 209	\$ 8,785.29					
BATCH 210	\$ 154.00					
BATCH 211						
BATCH 212 VOIDED						
BATCH 212A	\$ 80,000.00					
BATCH 213	\$ 68,096.15					
BATCH 213A	\$ 11,796.36					
BATCH 214	\$ 35,856.34					
BATCH 215	\$ 4,983.55					
BATCH 216	\$ 6,126.23					
BATCH 216A	\$ 2,675.00					
BATCH 217	\$ 1,502.85					
BATCH 217A	\$ 6,358.53					
BATCH 218	\$ 16,500.00					
BATCH 219	\$ 10,709.31					
BATCH 219A	\$ 2,111.29					
BATCH 220			\$ 4,381.80			
BATCH 221	\$ 2,217.66					
BATCH 221A	\$ 21,021.36					
BATCH 222 VOIDED						
BATCH 222A	\$ 17,560.39		\$ 12,720.00			
BATCH 223						
BATCH 224			\$ 46,901.00			
BATCH 224A			\$ 113,400.00			
BATCH 225	\$ 8,001.89					
BATCH 225A	\$ 3,315.00					
BATCH 226	\$ 1,562.00					
BATCH 227	\$ 6,403.78					

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, NOV. 11, 2008**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 228	\$ 851.82					
BATCH 229	\$ 2,076.29					
BATCH 229A	\$ 16,458.37					
BATCH 230						
BATCH 231	\$ 189.00					\$ 9,636.66
BATCH 232	\$ 23,606.54					
BATCH 232A	\$ 2,545.83					
BATCH 233	\$ 1,180.00					
BATCH 234			\$ 3,150.00			
BATCH 234A			\$ 1,328.81			
BATCH 235				\$466.66		
BATCH 236 VOIDED						
BATCH 236A		\$1,258.38				
BATCH 237	\$ 10,246.00					
BATCH 238	\$ 10,990.50					
BATCH 239						
BATCH 240	\$ 1,027.00		\$ 75.06			
BATCH 240A	\$ 75,395.47					
BATCH 241	\$ 4,556.56					
BATCH 241A	\$ 1,620.04					
BATCH 242	\$ 7,948.15					
BATCH 243	\$ 9,932.06					
BATCH 244	\$ 26,831.36					
BATCH 244A	\$ 4,372.00					
BATCH 245						
BATCH 246 VOIDED						
BATCH 246A	\$ 3,207.96				\$50.09	
BATCH 247 VOIDED						
BATCH 247A	\$ 2,045.14					
BATCH 248	\$ 45,594.18					
BATCH 248A	\$ 14,375.36					
BATCH 249	\$ 4,099.79					
BATCH 249A	\$ 1,511.35					
BATCH 250	\$ 11,478.53					
BATCH 251						
BATCH 252	\$ 4,379.44					
BATCH 253	\$ 1,790.34					
BATCH 254	\$ 1,581.00					
BATCH 254				\$686.45		

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, NOV. 11, 2008**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 255	\$ 8,283.00					
BATCH 256 VOIDED						
BATCH 256A	\$ 2,050.40					
BATCH 257	\$ 23.23					
BATCH 258	\$ 387.39					
BATCH 259	\$ 324.33					
BATCH 260	\$ 1,974.23					
BATCH 261			\$ 15,453.41			
BATCH 261A			\$ 144,306.64			
BATCH 262 VOIDED						
BATCH 262A	\$ 64,589.91					
BATCH 263	\$ 4,243.00					
BATCH 264 VOIDED						
BATCH 265 VOIDED						
BATCH 266 VOIDED						
BATCH 267 VOIDED						
BATCH 267A	\$ 66,320.00					
BATCH 268 VOIDED						
BATCH 268A	\$ 66,320.00					
BATCH 269	\$ 113,680.76					
BATCH 270	\$ 24,906.76					
BATCH 271	\$ 13,904.58					
BATCH 272	\$ 1,016.87					
BATCH 273			\$ 5,000.00			
BATCH 274 VOIDED						
BATCH 274A			\$ 237,047.80			
BATCH 275			\$ 16,528.00			
BATCH 275A			\$ 2,888.49			
BATCH 276				220.24		
BATCH 277 VOIDED						
BATCH 277A	\$ 143,425.62					
BATCH 278	\$ 205.00					
BATCH 279	\$ 4,736.25					
BATCH 280	\$ 16,778.28					
BATCH 281	\$ 2,235.84					
BATCH 282	\$ 401.33					

**BOARD REPORTS
BOARD OF TRUSTEES MEETING, NOV. 11, 2008**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 283	\$ 34,481.31					
BATCH 283A	\$ 20,374.49					
BATCH 284	\$ 15,962.67					
BATCH 285	\$ 2,793.66					
BATCH 286	\$ 9,104.58					
BATCH 287	\$ 79,674.05					
BATCH 288			\$ 166.00			
BATCH 289	\$ 1,567.00					

TOTAL	\$ 1,422,855.78	\$ 1,258.38	\$ 604,331.16	\$ 1,423.44	\$ 0.00	\$ 9,636.66
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**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: Agreement, The California Collegiate Brain Trust

SUBMITTED BY: Don Nelson, Board President

RECOMMENDED BY:



APPROVED BY:

Robert Silverman 

Description/Background:

Professional consulting services and retreat facilitation for the Board of Trustees workshop that was held September 22, 2008.

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

Need:

To provide Board Development

Fiscal Impact: \$7,500 plus travel expenses.

Recommended Action: It is recommended that board ratify the agreement with The California Collegiate Brain Trust for professional consulting services and retreat facilitation for the Board of Trustees workshop that was held September 22, 2008.

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: AGREEMENT – CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

SUBMITTED BY: Mary Sypkens, Child Development

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to accept an agreement between Victor Valley Community College District and the San Francisco Community college District on behalf of its California Early Childhood Mentor Program. The period of this agreement is from November 15, 2008, through June 30, 2010. Through this contract, mentors are selected from a variety of early childhood programs in the high desert. The Child Development's practicum students will be placed in these programs for the lab hours necessary for completion of CHDV 210.

Victor Valley Community College District has contracted these services for the past 13 years.

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

Need:

Students benefit from placements in the community as this leads to employment in these or similar sites. The program provides tremendous support to students as they prepare for their careers in early childhood education.

Fiscal Impact: \$78,000.00 to the District

The mentors are paid a stipend of \$540.00 for each student they mentor per semester. In addition, funds provide seminars for mentor teachers and directors of child development care centers throughout the community, materials, and supplies for the mentor's classroom. These are funds to pay a \$200.00 honorarium for 10 selection committee members.

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees to approve an agreement between Victor Valley Community College District and the San Francisco Community college District on behalf of its California Early Childhood Mentor Program. The period of this agreement is from November 15, 2008, through June 30, 2010.

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

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

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

AGREEMENT

CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement, dated for reference purposes only, September 1, 2008, is entered into by and between: the San Francisco Community College District (SFCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Victor Valley College/Victor Valley Community College District, hereinafter known as "Contractor".

This agreement is entered into pursuant to San Francisco Community College District Board of Trustees Resolution No. 080625-B11.

Appropriation or Grant Number 8079

RECITALS:

Whereas, the San Francisco Community College District has applied for and has received a grant from the California State Department of Education (Resolution 080625-B11) for the purposes of operating a Mentor Program; and

Whereas, the SFCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, Therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on September 1, 2008 and terminate June 30, 2010 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.

5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.
6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. **TERMINATION**: District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE**: All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW**: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in San Francisco.

10. **SEVERABILITY**: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER**: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT**: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.

13. **AMENDMENTS**: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

14. **CONFLICT OF INTEREST**: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES**: Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.

16. **INDEMNIFICATION**: Contractor shall defend and indemnify and hold harmless the District, its officers, and/or its employees from any and all claims, loss, damage, injury and liability of every kind, nature and description including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor's performance of this Agreement, including but not limited to, the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on District, its officers, and/or its employees except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such claim, loss, damage, injury or liability is the result of the sole negligence or sole willful misconduct of District, its officers, and/or its employees.

Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its officers, and/or its employees from any claim which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent or false.

Contractor's obligations under this section 16 shall survive the termination of this Agreement.

17. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement.
18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
19. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
20. **BUDGET CONTINGENCY:** This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this agreement in any manner.
21. **ENTIRE AGREEMENT/MODIFICATION:** This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

"District"

"Contractor"

By: **Stephen J. Herman**
Chief Administrative Services Officer
Signature of SFCCD person authorized to execute agreement

By: _____
Signature

Print Name: Stephen J. Herman

Print Name: _____

Title: Chief Administrative Services Officer

Title: _____

Date: September 1, 2008

Address: _____

Date: _____

Recommended By:

Signature: Linda Olivenbaum

Print Name: Linda Olivenbaum

Title: Director, California Early Childhood Mentor Program

Address: 50 Phelan Avenue, S-10

San Francisco, CA 94112

Date: September 1, 2008

Approved as to Form by: Ronald Lee, General Counsel



Attachment A

Victor Valley College/Victor Valley Community College District September 1, 2008 – June 30, 2010

- A. San Francisco Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:
1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
 2. Travel expenses for the Contractor's Local Coordinator to attend statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the *Program Manual* and as may reasonably be revised by the District.
 3. \$6336 for instructional costs related to the offering of a Mentor Seminar and a Director Seminar in each contract year, as described in the Program Manual. **This amount reflects whether the College Coordinator has made a written request to the District and been granted an additional \$1,584 in instructional costs to offer the Mentor Teacher/Adult Supervision Course in the '08-'09 contract year** as described in the *Program Manual* and as may reasonably be revised by the District. The Coordinator may apply again for funding for a Mentor Teacher/Adult Supervision course in the '09-'10 contract year.
 4. \$12520 (up to half of which will be billable in the '08-'09 contract year) for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, appoint a Selection Committee, coordinate the selection process, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Director Mentor and Director Mentoring Record placements. The Contractor's Coordinator may be paid directly by the San Francisco Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
 5. Up to \$4,000 for a \$200 honorarium per person for up to 10 Selection Committee Members to meet in each contract year to review applications, visit and evaluate applicants' teaching practices and classroom environment with the appropriate Harms and Clifford scale, visit and evaluate Director Mentor applicants' leadership and management skills with the Program Administration Scale (PAS), check references and make final decisions on qualified classroom Mentors and Director Mentors. Committee Members may be paid directly by the San Francisco Community College District in the sole discretion of the District.
 6. \$68350 in stipend support for 16 Mentors and all selected Director Mentors. **Selecting Director Mentors and supporting their placements with protégés is a requirement of the Mentor Program.** All stipends will be paid directly by the San Francisco Community College District and calculated according to the formula and procedures currently described in the *Program Manual* and as may reasonably be revised by the District. Stipends are for the following purposes:
 - Practicum placement(s) for mentoring practicum students placed with Mentors

- Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors
- Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
- Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
- In-Service Training stipends for Mentors for fulfilling the In-Service training requirements as set forth in the *Program Manual*
- Director Mentor Placement(s) to support Director Mentors for mentoring of protégé directors
- Director Mentoring Record Hour(s) to support Director Mentors as they meet protégé directors' and Director Mentor applicants' needs for short-term, hourly mentoring

7. \$2000 (up to half of which will be billable in the '08-'09 contract year) for materials for Mentors (books, Harms and Clifford scales, instructional materials, etc.). Coordinators may be reimbursed directly by the San Francisco Community College District in the sole discretion of the District, or through their local college.

8. \$300 (up to half of which will be billable in the '08-'09 contract year) for printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the San Francisco Community College District in the sole discretion of the District, or through their local college.

B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:

Selection and Re-Certification

1. Promoting the program on campus and in the community.
2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
3. Recruiting qualified child care providers and directors from the community who may be interested in becoming Mentors.
4. Modifying and distributing Mentor and Director Mentor applications and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
5. Assuring compliance with selection criteria for Mentor Teachers and Director Mentors as set forth in Sections D and E below.
6. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* and as may reasonably be revised by the District.
7. Modifying and distributing Mentor and Director Mentor Re-Certification applications, and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
8. Appointing a Selection Committee of up to 10 members. The Selection Committee shall include community college instructors, center directors, teachers and other child care

practitioners who represent all sectors of the regional child development community (e.g., Head Start, preschool, subsidized, non-profit). The Selection Committee should reflect the diversity of program types, ethnicities and language capacities in the community.

9. Training Selection Committee Members in the use of the Harms and Clifford Scales: the Early Childhood Environment Rating Scale-Revised (ECERS-R), the Infant/Toddler Environment Rating Scale-Revised (ITERS-R), the School-Age Care Environment Rating Scale (SACERS), and Family Child Care Environment Rating Scale-Revised (FCCERS-R). Training Selection Committee Members in the use of the Program Administration Scale (PAS).
10. Serving as a Selection Committee Member as currently described in the *Program Manual* and as may reasonably be revised by the District. Such service is *optional* for local college or Regional Coordinators but **mandatory** for college Coordinators in a Region.
11. Scheduling meetings for the Selection Committee to review Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by **June 1st of each contract year**.
12. Notifying all New and Re-Certification applicants to inform them of final decisions as soon as possible after the final Selection Committee meeting.
13. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
14. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.
15. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.

Professional Growth

16. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar for Mentors to combine informal discussion of issues they confront in supervising student teachers with further study of supervision issues, leadership and mentoring skills.
17. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar or continuing course for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues.
18. Providing Mentor and Director Seminar Instructors with the *Growing Leaders In-Service Training Resource Guide* and other necessary instructional materials as supplied by the District.
19. Ensuring that instructors for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.
20. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.
21. Approving In-Service Training Contracts for annual Professional Development activities for Mentor Teachers as currently described in the *Program Manual* and as may reasonably be revised by the District.

Placements and Stipend Activities

22. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
23. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
24. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
25. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
26. Approving the following as currently described in the *Program Manual* and as may reasonably be revised by the District:
 - Mentor-protégé contracts for Post-Practicum placements;
 - Mentor-student contracts for Individual Student Mentoring;
 - Hourly Mentoring Record stipends for short-term mentoring services;
 - Director Mentor-protégé director contracts for Director placements;
 - Hourly Director Mentoring Record stipends for short-term mentoring services
27. Approving Practicum, Post-Practicum, Individual Student Mentoring Contracts and Mentoring Record hours for use with TANF-CDC students as currently described in the *Program Manual* subject to the guidelines on Mentor Usage Limitation as set forth by the TANF-CDC Program and as may reasonably be revised by the District.
28. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* and as may reasonably be revised by the District.

Payments

29. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner.
30. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
31. Submitting all fiscal reporting and requests for reimbursement to the District no later than **June 15th of each contract year.**
32. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely manner.
33. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.
34. Applying for and utilizing Supplemental Support Funding for Large Area Programs if appropriate.
35. Applying for and utilizing Supplemental Support Funding for the Director Mentor Component if appropriate.
36. Providing full reporting on the use of any Supplemental Support Funding as currently described in the *Program Manual* and as may reasonably be revised by the District.

Evaluations

37. Facilitating program evaluation.
38. Encouraging completion of Student Evaluation of Mentor Teacher, Director Mentor Contract Self-Evaluation, Director Mentor Contract Evaluation: Protégé, and Director Seminar Evaluation Forms by program participants.

Agreements and Reports

39. Completing and submitting to the District Quarterly Reports as follows:
 - First Quarter: August 1 to October 15, due **October 15th of each contract year**
 - Second Quarter: October 16 to January 15, due **January 15th of each contract year**
 - Third Quarter: January 16, to April 15, due **April 15th of each contract year**
40. Completing and submitting to the District all Annual Reporting materials on or before **June 15th of each contract year**.

Mentor Program Meetings

41. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
42. Selecting eligible participants for the annual Mentor Institute.
43. If the college is participating in the TANF-CDC Program, collaborating with the Child Development Training Consortium Campus Coordinator, TANF-CDC Program Facilitator, and TANF-CDC CalWORKS Liaison two times per semester.

Maintaining Records

44. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor.
 45. Maintaining program data and records in archives for seven years.
- C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* and as may be reasonably revised by the District.
- D. Contractor shall insure that Classroom Mentor applicants shall complete the following requirements in order to be considered for selection:
1. A college level Early Childhood training program that included an Early Childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement.
 2. The two-unit Mentor Teacher/Adult Supervision Course, as described in Sections B.2 and C in this Attachment.
 3. Two years of experience as a classroom teacher or family child care provider.
 4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.
 5. The Mentor Application (*see Program Manual*) which includes information on the applicant's educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his Early Childhood education and the Harms and Clifford rating sheet from her/his self-review. The Application also includes a "supervisor's

agreement” to support the candidate’s application and participation as a Mentor. As public elementary school teachers have their own mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.

6. A site review of the center’s National Association for the Education of Young Children (NAEYC) accreditation status by members of the Mentor Selection Committee and direct observation of teaching practices, or completion of a site review and self study using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FCCERS-R).

E. Contractor shall ensure that Director Mentor applicants shall complete the following requirements in order to be considered for selection:

1. Three years of experience as a director or site supervisor in a child development program (current or prior).
2. Successful completion of a Director Mentor Institute as currently described in the *Program Manual* and as may be reasonably revised by the District.
3. The Director Mentor Application (see *Program Manual*) which includes information on the applicant’s educational background, experience, statement of program philosophy, selection of items for Program Administration Scale (PAS) review, and references.
4. A site review of the center’s National Association for the Education of Young Children (NAEYC) accreditation status and completion of a site review by members of the Mentor Selection Committee using the Program Administration Scale (PAS) interview.

F. Contractor agrees to provide the following resources for implementation of the program:

1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the *Program Manual* and as may be reasonably revised by the District.
2. Funds for program costs in excess of amounts provided in Section A of this agreement.

G. Contractor agrees that in cases where active Mentors from other Regional or Local Mentor Programs wish to apply to this college’s program, acceptance and selection will be at the discretion of this college’s Selection Committee based on space availability and other selection criteria.

H. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through G. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to Contractor.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT 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 \$20,264.63 in-kind cash donations, \$73,198.88 in scholarships) for a total amount of \$93,463.51. In addition the Foundation has also received property donations as listed. These donations are for the period ending September 30, 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 ___

Reference for Agenda: YES NO ___

**WVC FOUNDATION SUPPORT TO WVC
Expenditures Made From Cash Donations
September, 2008**

Project Description	Post date	Trans. Amount	Account Description	Reference
Agriculture (Mojave Sustainability Project)	09/10/08	\$ 274.43	Office Expense	Reimbursement for Office Supplies & Books
Agriculture Total:		\$ 274.43		
Athletics-General	09/04/08	\$ 2,250.00	Outside Labor	Equipment
Men's Basketball	09/22/08	\$ 350.00	Dues & Subscriptions	Men's Basketball Membership Dues
Women's Athletics	09/22/08	\$ 137.00	Education & Training	Plyometric Training for Volleyball
Women's Basketball	09/10/08	\$ 200.00	Dues & Subscriptions	Basketball Membership Dues
Women's Soccer	09/10/08	\$ 80.00	Dues & Subscriptions	Reimbursement for CCCSA Membership
Women's Soccer	09/05/08	\$ 100.00	Scholarships	Scholarships Transferred to Bookstore
Women's Soccer	09/22/08	\$ 526.07	Equipment / Supplies	Soccer Shirts and Equipment
Athletics Total:		\$ 3,643.07		
General Scholarship Clearing Fund	09/10/08	\$ 315.00	Scholarships	Reissue voided check from 2004
General Scholarship Clearing Fund	09/15/08	\$ 18,616.25	Scholarships	Scholarships Received thru 09/15/08
General Scholarship Clearing Fund	09/22/08	\$ 1,000.00	Scholarships	Scholarship for Heena Mehra - Bronco # 007744451
General Scholarship Clearing Fund	09/25/08	\$ 26,125.00	Scholarships	Scholarships Received thru 09/25/08
General Scholarship Clearing Fund	09/05/08	\$ 20,582.63	Scholarships	Scholarships Received thru 09/05/08
General Scholarship Clearing Fund	09/05/08	\$ 910.00	Scholarships	Scholarships Transferred to Bookstore
H.D. Council of Eng. Surveyors - Growth	09/25/08	\$ 1,000.00	Scholarships	Scholarships Received thru 09/25/08
Jack H. Harrison Memorial - Growth	09/22/08	\$ 500.00	Scholarships	Scholarships Received thru 09/22/08
Marian J Spafford Memorial Fund - Growth	09/22/08	\$ 250.00	Scholarships	Scholarships Received thru 09/22/08
Mojave Desert Rothschild Enviro - Growth	09/22/08	\$ 500.00	Scholarships	Scholarships Received thru 09/22/08
Nancy K Fishbaugh Memorial - Growth	09/22/08	\$ 1,000.00	Scholarships	Scholarships Received thru 09/22/08
Pierre Barrera Journalism Scholarship Fund	09/22/08	\$ 1,000.00	Scholarships	Scholarships Received thru 09/22/08
PREPAID-Image Source	09/22/08	\$ 500.00	Scholarships	Scholarship for Kerstin Ashby #W07-17777
Robert Vincent Journalism Scholarship Fund	09/22/08	\$ 400.00	Scholarships	Scholarships Received thru 09/22/08
WVC Management Group	09/22/08	\$ 500.00	Scholarships	Scholarships Received thru 09/22/08
Scholarships Total:		\$ 73,198.88		
PAC	09/22/08	\$ 1,894.59	Facilities & Decorations	Centerpieces for PAC Event
PAC Total:		\$ 1,894.59		
Tech Camp	09/22/08	\$ 13,300.00	Grants Awarded	Return Tech Camp Funds to MEEC
Tech Camp Total:		\$ 13,300.00		
The California Wellness Foundation	09/08/08	\$ 1,152.54	Grants Awarded	Grant Admin. 8/13/08-09/06/08
TCWF Total:		\$ 1,152.54		
GRAND TOTAL:		\$ 93,463.51		

Victor Valley College District Foundation, Inc.
Gifts In Kind

9/30/2008

Page 1

September, 2008

Date	Constituent	Fund	Gift Value	Reference
9/5/2008	Phillis Jackson	FR-Library	\$750.00	Textbooks - Science/Mathematics/Design And A
9/23/2008	Duane Bygum	FR-Library	\$200.00	Hardback books
		Grand Total:	\$950.00	

2 Gift(s) listed

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: RECALCULATION OF GANN APPROPRIATION LIMIT

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: Mary Pringle Mary Pringle

APPROVED BY: Robert Silverman RS

Description/Background:

Pursuant to Government Code Section 7908, all districts must recalculate their annual appropriations limit. The appropriation limit is adjusted annually through percentage changes in prices and adult population.

Explanation of Gann Spending Limit:

The Gann spending limit places a cap on the amount of local government spending that may be financed from proceeds of taxes. The limit is adjusted annually by a combined growth factor, which takes into account both inflation and population growth.

For Fiscal Year 2008-09, the district's Gann Limit is \$90,883,024. This amount is \$47,434,394 above the amount the district plans to spend in Fiscal Year 2008-09 that is financed from proceeds of taxes or \$43,448,630.

Need: N/A

Fiscal Impact: None

Recommended Action:

It is recommended the Board of Trustees approve the Gann appropriation limit for 2008-2009 in the amount of \$90,883,024.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
2008-2009

DISTRICT NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

DATE: 9/27/08

I. 2008-2009 APPROPRIATIONS LIMIT:

A. **2007-2008** Appropriations Limit \$83,280,317

B. **2008-09** Price Factor: 1.0429

C. Population factor:

1. 2006/2007 Second Period Actual FTES	<u>8,802</u>
2. 2007/2008 Second Period Actual FTES	<u>9,211</u>
3. 2007/2008 Population change factor	<u>1.0464</u>
(line C.2. divided by line C.1.)	

D. **2007-2008** Limit adjusted by inflation and population factors \$90,883,024
(line A multiplied by line B and line C.3.)

E. Adjustments to increase limit:

1. Transfers in of financial responsibility	<u>\$0</u>	
2. Temporary voter approved increases	<u>0</u>	
3. Total adjustments - increase	<u>0</u>	
Sub-Total		<u>0</u>

F. Adjustments to decrease limit:

1. Transfers out of financial responsibility	<u>0</u>	
2. Lapses of voter approved increases	<u>0</u>	
3. Total adjustments - decrease		<u>< 0 ></u>

G. **2008-2009** Appropriations Limit \$90,883,024

II. **2008-2009** APPROPRIATIONS SUBJECT TO LIMIT:

A. State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence) \$34,952,412

B. State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.) 180,692

C. Local Property taxes 8,265,526

D. Estimated excess Debt Service taxes 0

E. Estimated Parcel taxes, Square Foot taxes, etc. 0

F. Interest on proceeds of taxes 50,000

G. Local appropriations from taxes for unreimbursed State, court, and federal mandates < 0 >

H. **2008-2009** Appropriations Subject to Limit \$43,448,630

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

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

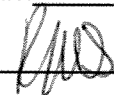
TOPIC: COOPERATIVE AGREEMENT NO. 08-PUENTE-CCC-05

SUBMITTED BY: Victoria Hindes, Student Services
Paul Williams, Arts and Letters

RECOMMENDED BY: Christopher O'Hearn



APPROVED BY: Robert Silverman



Description/Background:

The district desires to approve an agreement between Victor Valley Community College and the Regents of the University of California Puente Project. The period of this agreement is from November 15, 2008, through June 30, 2014.

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

Need:

The mission of the Puente Project is to increase the number of educationally disadvantaged students who enroll in colleges and universities earned degrees and return to the community as leaders and mentors.

Fiscal Impact: \$105,000.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community College and the Regents of the University of California Puente Program. The period of this agreement is from November 15, 2008, through June 30, 2014.

Legal Review: YES _ X _ NOT APPLICABLE ___

Reference for Agenda: YES X NO _ ___

INSTRUCTION OFFICE

OCT 16 2008

RECEIVED

COOPERATIVE AGREEMENT NO. 08-PUENTE-CCC-05
Between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA/
PUENTE PROJECT
and
VICTOR VALLEY COLLEGE

THIS AGREEMENT is entered into between The Regents of the University of California (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called Puente), and Victor Valley College (hereinafter called "College").

WHEREAS, The Regents administer Puente, which has established guidelines for Puente community college programs, provides training for college personnel who are implementing these programs, and requires colleges to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into a Memorandum of Understanding (MOU) (1997) which calls for increased transfers to the University of California and expansion of the Puente Project; and

WHEREAS, the University of California, Puente, has available one-time funding to support start-up costs for new California Community College programs;

NOW, THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect for six years, from July 1, 2008 to June 30, 2014. Although program start-up funding from the Regents is provided for only the first three years of this Agreement (*Section IV.A*), College commits to continuing the program for an additional three years, or for a minimum of six years, and thus to follow the first cohort through to graduation and/or transfer.

II. STATEMENT OF PERFORMANCE

College and Puente shall work together to implement a program for educationally disadvantaged students. The annual Puente *Community College Program Implementation Guidelines* is incorporated into this Agreement by reference and as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, College, and their staffs in detail. Puente and College agree to follow these guidelines for the Puente program. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

III. RESPONSIBILITIES OF THE COLLEGE

For each year this Agreement is in operation

- A. College shall offer a two-semester sequence of courses consisting of Pre-English 1A (or its equivalent) in the fall and English 1A (or its equivalent) in the spring for designated Puente students who qualify using the Victor Valley College English class assessment process, and as outlined in the current Puente *Community College Program Implementation Guidelines*.
- B. College shall provide services including teaching, counseling, and mentoring components to first-year students, and counseling and follow-up services until the students transfer to a four-year college or leave the college.
- C. College shall select and hire the following staff:
 1. A full-time writing instructor whose schedule enables him or her to be a full team participant over at least a one-year period (Pre-English 1A, fall, and English 1A, spring, courses). The writing instructor shall be assigned to the Puente class and shall also receive reassigned time of 20 to 25% for Puente co-coordination.

2. A full-time counselor assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be another major program assignment.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or English instructors will not be approved.

3. Clerical assistance for Puente of at least 10 hours a week.

Teaching and counseling staff shall be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente State or Regional Office staff. Any changes in College's teaching or counseling staff under this Agreement must be discussed in advance with the Puente Executive Director or his designee. Personnel changes made without prior consultation may result in the College paying for the cost of training the replacement staff. This cost is \$2,500 per person.

- D. College shall provide office and administrative support in accordance with the following:
1. During the final three years of this Agreement (2011-2012, 2012-2013, and 2013-2014) College shall contribute, from its own or third-party resources, program-operating costs at a minimum of \$5,000 for expenditures including, but not limited to, student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, office supplies, books and curriculum materials.
 2. College is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of each year of this Agreement.
 3. College agrees to provide office space and a personal computer for clerical assistance. Office and equipment shall be provided by the beginning of each academic year this Agreement is in operation.
 4. College is responsible for providing access to long distance and fax telephone and e-mail services for the counselor, instructor, and clerical staff.
 5. College shall provide direct administrative oversight of the Puente administrative/program operational funds, but agrees to provide to the Puente on-site teams access and authority to spend stated funds. The College share of the Puente budget shall be in place by September 15, 2011 and the following two academic years.
- E. College agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. The new team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, mandatory, residential training, in June or July prior to the start of each academic year this Agreement is in operation.
- F. College agrees to schedule each semester a Personal Development/Guidance (PD) course taught by the Puente counselor.
- G. College shall submit reports as specified by Puente and as described in Articles VII and VIII of this Agreement.

IV. RESPONSIBILITIES OF PUENTE

For each of the 2008-2009, 2009-2010, and 2010-2011 academic years, Puente will provide

- A. 1. Capacity building funding of \$30,000 per year for the Puente program at Victor Valley College
2. \$5000 per year for operational costs.

For each academic year this Agreement is in operation (i.e., 2008-2009 – 2013-2014):

- B. Training: Puente will provide the following staff development programs and materials at no cost to College:
1. Puente Summer Institute: Initial mandatory, weeklong, residential training for new writing instructors and counselors selected to participate in Puente. Training program will include instruction to improve student writing, incorporating literature focusing

on the Mexican American/Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.

2. Ongoing training for instructors and counselors participating in Puente. This training will consist of at least two regional or statewide training sessions and area network meetings as needed.
 3. Ongoing support and resources for training.
 4. Ongoing support provided by Puente Regional or State Office staff through site visitations, telephone, fax and email consultations.
 5. Instructor and counselor resource materials and mentor training and recruitment materials.
- C. Assessment: Puente will provide ongoing program assessment, including: student outcome data analysis, statewide and local site assessment, data collection and reports.

For each of the final three years of this Agreement (i.e., 2011-2012, 2012-2013, and 2014), Puente will provide:

- D. Mentor support funds of an amount determined annually, to be used for mentor activities such as field trips, meetings, orientations.

V. BUDGET EXPENDITURES

This Agreement provides

1. Capacity-building funds in the amount of \$30,000 annually for three years, from fiscal year 2008-2009 through FY 2010-2011.
2. \$5000 per year, for the first three years this Agreement is in operation, for program implementation.

Funds provided by The Regents may be used for functions associated with the implementation of Puente. Approved Puente functions include counselor salary and benefits, management of site operational budget, student recruitment, mentor activities, field trips, and funding for clerical/student assistance.

Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).

Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Unexpended funds shall be returned to The Regents.

VI. PAYMENT AND INVOICING

After execution of this Agreement by both parties, The Regents shall provide the first of three payments in full in the amount of \$35,000. Following receipt of the first annual financial report, The Regents shall provide the second annual payment; the third and final payment of \$35,000 will follow receipt of the second annual financial report.

VII. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. College shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- B. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers, and records for three years after termination of this Agreement.
- C. College shall submit financial reports annually detailing income and expenditures under this Agreement, including cash and in-kind contributions from all sources. (Forward first financial report by October 1, 2009, to Rachel Kimball, Puente, University of

California, 300 Lakeside Drive, 7th Floor, Oakland, California 94612-3550; second report will be due October 1, 2010, and the third and final report will be due by October 1, 2011.)

VIII. PROGRAMMATIC REPORTING REQUIREMENTS

College will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to, student information forms, student activities surveys, official grades for each term, student update forms, statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Puente will provide a reporting schedule for such data. (Please send completed forms and other data to the Puente State Office, University of California, 300 Lakeside Dr., 7th Floor, Oakland, CA 94612-3550).

IX. COLLECTION OF INFORMATION

In cases where the College collects information by interview or by questionnaire from students, parents, or the public in connection with the Puente statewide program, the College may not, without prior written approval from The Regents, represent in any way that information is being collected by or for The Regents and the Puente Statewide Office.

X. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The College may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program administered by The Regents and a statement that findings, conclusions, and recommendations are those of the author or College personnel only and do not necessarily represent the view of The Regents and Puente. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports, which describe College activities.

XI. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the statewide Puente Executive Director. The College must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible. All Puente College proposals must include a letter of support from the Puente Executive Director or his designee.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the College, which includes a description of Puente, shall use either of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the College will contact the Puente State Office (510-987-9548).

XII. INDEMNIFICATION

College shall defend, indemnify, and hold Puente, The Regents, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims

for injury or damages are caused by or result from the negligent or intentional acts or omissions of College, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold College, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees, or agents.

XIII. INSURANCE

College, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$1,000,000
(2) Products/Completed Operations Aggregate	\$3,000,000
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate (Not applicable to the Comprehensive Form)	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.
- C. Workers' Compensation as required under California State law.
- D. Commercial Blanket Bond with a limit no less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
- E. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the College against other insurable risks relating to performance.
- F. The coverages required under this Article shall not in any way limit the liability of the College.
- G. The coverages referred to under (A) and (B) of this Section XIII shall include The Regents of the University of California as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of College, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change, or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, College shall furnish The Regents with Certificates of Insurance evidencing College's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an additional insured on the applicable policies.

XIV. AFFIRMATIVE ACTION/NON-DISCRIMINATION

District agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and

regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

XV. TERMINATION

Either party upon 30 days prior written notice to the other party may terminate this Agreement without cause.

XVI. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XVII. PROJECT PERSONNEL AND OTHER INFORMATION

The Regents' Puente Contacts

Program Matters:

Frank Garcia, Executive Director
Puente, University of California
300 Lakeside Dr., 7th Floor
Oakland, CA 94612
Email: Frank.Garcia@ucop.edu .
Phone: (510) 987-0860

Contractual Matters:

Lourdes DeMattos, Contracts and Grants Officer
Research Administration
Office of the President, University of California
1111 Franklin Street, 5th Floor, Oakland, CA 94607
Email: Lourdes DeMattos@ucop.edu .
Phone: (510) 987-9850

College Contacts

Program Matters:

Name Victoria Hides Title Executive Dean
Address 18422 Bear Valley Rd., Victorville, CA 92395
Email hidesv@vvc.edu
Phone (760) 245-4271

Fiscal Matters:

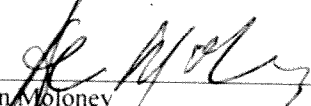
Name Mary Pringle Title Director, Fiscal Services
Address 18422 Bear Valley Rd., Victorville, CA 92395
Email pringlem@vvc.edu
Phone (760) 245-4271

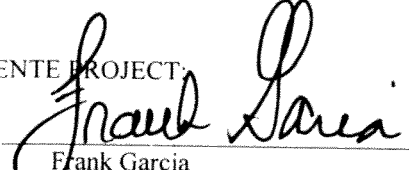
Contractual Matters:

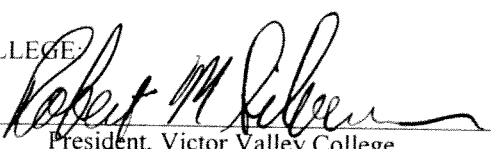
Name Robert Silverman Title Superintendent/
President
Address 18422 Bear Valley Rd., Victorville, CA 92395
Email silvermanr@vvc.edu
Phone (760) 24504271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:  Date: 9/15/08
Alan Moloney
Manager, Strategic Sourcing

PUENTE PROJECT:
By:  Date: 7/1/08
Frank Garcia
Puente Executive Director, Puente

COLLEGE:
By:  Date: 8/12/08
President, Victor Valley College

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

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

TOPIC: Purchase of Power through Community College League of California

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Stephen R Garcia*

APPROVED BY: Robert Silverman *RS*

Description/Background:

Since 2002, VVC has been a participant in a consortium of community colleges to purchase our electricity from an agreed to company. Our participation in this consortium has allowed us to purchase power at a significantly lower price than from SCE. Each two years since 2002, our college district has renewed our participation in the consortium. It is now time to extend the college participation in the consortium and set the price for the 2009/2010 year. The renewal comes at a very advantageous time since energy costs are low and we will be able to lock in a rate at a lower cost for the next year then paid for the last two years.

Need:

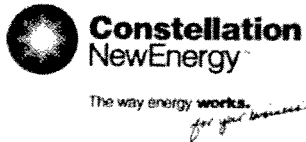
The agreement for purchase of power from the company designated by CCLC will arrive in one day and must be signed and returned the same day. The need for speed is dictated by fluctuations in the market.

Fiscal Impact: None

Recommended Action: Approval of continued consortium membership and direction for the Superintendent/President or Director of Fiscal Services to sign the agreement when it is delivered to the college.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X



Master Electricity Supply Agreement

Victor Valley College ("Customer"), a California community college, and Constellation NewEnergy, Inc. ("NewEnergy"), a Delaware corporation, enter into this Master Electricity Supply Agreement, which includes the attached General Terms and Conditions (the "Master Electricity Supply Agreement") as of the later date set forth under the Parties' signatures below (the "Effective Date"). NewEnergy and Customer are sometimes referred to individually as a "Party" and collectively as the "Parties." This Master Electricity Supply Agreement is intended to govern transactions for the purchase and sale of electricity and related services to be entered into between the Parties from time to time and shall be evidenced by separate pricing schedule(s) between the Parties (each, a "Pricing Schedule"). Each Pricing Schedule shall set forth certain commercial and other terms for the purchase and sale of electricity, and following execution and delivery by both Parties shall become effective and be subject to this Master Electricity Supply Agreement. The Parties intend that they are legally bound by the terms of each Transaction from the moment authorized representatives from each Party agree to those terms, whether (i) via email transmission by designated authorized persons, setting forth the commercial and other terms for the purchase and sale of electricity, including either the previously negotiated form of Pricing Schedule or, if none has been agreed to, NewEnergy's applicable standard form for the Transaction, or (ii) in writing by entering into a Pricing Schedule or amending an existing Pricing Schedule. Following acceptance by both Parties, either via email or in writing in accordance with the previous sentence, each Pricing Schedule shall become effective and be subject to this Master Electricity Supply Agreement. The Pricing Schedule(s) along with this Master Electricity Supply Agreement are sometimes herein collectively referred to as the "Agreement". The Parties agree as follows:

- 1. ELECTRICITY SUPPLY.** From time to time NewEnergy shall supply, and Customer shall purchase, on an exclusive basis, Customer's full requirements for electricity for the Account(s) identified in the Pricing Schedule(s) for the term set forth on such Pricing Schedule(s). The Pricing Schedule(s) shall also specify services, including without limitation scheduling coordination and transmission and ancillary services, provided by NewEnergy in connection with the supply of electricity to Customer. Consistent with applicable Law, NewEnergy, in its sole discretion, is authorized to select on behalf of Customer such sources of electric generation as it deems appropriate for the Accounts; provided however the Customer may at any time elect to execute a Pricing Schedule to require NewEnergy to procure additional green energy for Customer's load. NewEnergy shall deliver the electricity to the Delivery Point(s), at which point risk of loss and title shall transfer to Customer.
- 2. INFORMATION AND AUTHORIZATION.** Customer shall designate NewEnergy to the Utility and/or ISO, as appropriate, as an authorized recipient of Customer's current and historical energy billing and usage data. Customer authorizes NewEnergy to take such actions it deems necessary to enroll the Account(s) with the Utility and/or ISO as Accounts to be served by NewEnergy and otherwise meet its obligations under this Agreement, including executing on Customer's behalf any documents necessary to effectuate any such election. Customer shall take any actions and execute any documents as NewEnergy shall reasonably request in this regard. Customer shall also provide to NewEnergy, at minimum, the following information: Customer's Utility account number and meter number(s), meter read data, rate class, electric usage, Customer's formal legal name, address(es), telephone number, facsimile number, and other information as NewEnergy may reasonably require from time to time consistent with applicable Law. Furthermore, Customer shall promptly notify NewEnergy in writing of any changes in any of the foregoing information, including without limitation (i) any change to the name associated with the Account(s); (ii) major equipment outages or expansions, plant or facility shutdowns, use of on site-generation or renewables; (iii) the closing of an Account for any reason; (iv) the replacement of an Account number with a new number; and (v) an assignment by the Utility and/or ISO of a new Account number to any existing service addresses of Customer listed in a Pricing Schedule.
- 3. INVOICING AND PAYMENT.** For electric energy supplied under this Agreement Customer shall pay the NewEnergy Electricity Charge. In addition to the NewEnergy Electricity Charge, Customer shall pay and be responsible for all such other amounts related to the purchase and delivery of electricity, which shall include amounts for (i) Taxes related in any way to the NewEnergy Electricity Charge or any other products or services provided hereunder and (ii) Delivery Charges and related Taxes. Invoices issued by NewEnergy will be sent to Customer in accordance with NewEnergy's normal billing cycle. Each billing statement sent to Customer shall also be subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Invoices provided by NewEnergy, whether during the term of this Agreement or thereafter, shall be due and payable on the date of such invoice without offset or reduction of any kind. Customer shall make payments to the address set forth on the Pricing Schedule(s). If NewEnergy does not receive payment on or before the Payment Date NewEnergy shall have the right to assess and collect from Customer a Late Payment Charge if and as specified in the Pricing Schedule. Any outstanding amounts on past-due payments will be charged interest at the rate of 1.5% per month or portion thereof, or the highest rate permitted by Law, whichever is less.
- 4. TERM.** The Master Electricity Supply Agreement will commence on the Effective Date and, unless terminated earlier as otherwise provided in this Agreement, will continue until terminated by either Party upon 60 days written notice to the other. If at the time of such termination notice any Pricing Schedule(s) are in effect, such termination will not become effective as to any such Pricing Schedule until its expiration, which shall continue to be governed by the terms and conditions of this Master Electricity Supply Agreement.
- 5. ACCEPTANCE.** *This Master Electricity Supply Agreement and any Pricing Schedule(s) shall not be binding or enforceable against NewEnergy unless and until signed by an authorized representative of NewEnergy.*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the respective dates set forth below.

Constellation NewEnergy, Inc.


By: _____

Name: _____

Title: _____

Date: _____

Customer: Victor Valley College

By: 

Name: ROBERT M SILVERMAN

Title: SUPERINTENDENT PRESIDENT

Date: 10-21-08

Secondary Authorized Signatory

By: 

Name: MARY PRINGLE

Title: DIRECTOR, FISCAL SVCS

Date: 10/21/08

General Terms and Conditions for Electricity Supply

T1. **Definitions.** All capitalized terms have the meanings set forth below, in the Pricing Schedules, or defined elsewhere in the Agreement.

"Accounts" means those account(s) listed in the Pricing Schedule(s) which are to be supplied with electricity by NewEnergy under this Agreement.

"Affiliate" of a Party means any person or entity controlled by, that controls, or that is under common control with, such Party. The term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Party, whether through the ownership of voting securities, by contract, or otherwise.

"Delivery Charges" mean those amounts payable (including Taxes and surcharges) by Customer for services provided by the Utility, ISO or other third parties.

"Governing Jurisdiction" means with respect to each Account, the State in which such Account is located; provided that the governing jurisdiction shall be deemed to be the State of New York if the matter at issue involves Accounts in more than one state.

"Holdover Rate" shall have the meaning set forth in the Pricing Schedule(s).

"ISO" means the independent system operator or regional transmission organization identified on the Pricing Schedule(s), or any successor or replacement entity or other entity, public or private, administering transmission reliability and control of the electricity grid.

"Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO operating guideline or protocol, Utility or ISO tariff, rule of the public utilities commission, public service commission or similar state commission or agency having jurisdiction over Utilities and the electricity distribution system of the state in which the Accounts are located, and the like.

"NewEnergy Electricity Charge" means the product of the fixed or variable price for electricity as set forth in the Pricing Schedule(s) for each Account multiplied by the Customer's kilowatt-hour (kWh) usage during the applicable period.

"Notice Period" shall have the meaning set forth in the Pricing Schedule(s).

"Payment Date" shall have the meaning set forth in the Pricing Schedule(s).

"Taxes" mean all applicable federal, state, municipal and other taxes, duties, fees, levies, premiums or any other charges imposed by any governmental authority, whether direct or indirect, and whether in effect as of the Effective Date or enacted after such date, together with all interest, penalties or other additional amounts imposed in respect thereof including without limitation, those levied on or measured by, or referred to as sales, consumption, goods and services, use, value added, receipts taxes, kWh taxes, franchise tax, privilege taxes (such as Ohio's Commercial Activity Tax), excise, stamp, withholding or surtaxes (but shall not include taxes imposed on the net income of NewEnergy). The term "Taxes" shall include any and all amounts imposed either on the Customer directly or on NewEnergy in its function as a supplier of Customer, except for charges associated with meeting the State's Resource Adequacy or Renewable Portfolio Standard requirements, and that are directly associated in any way with the supply of energy and related services to Customer (in which case the Customer shall be responsible to reimburse NewEnergy for all such amounts provided NewEnergy provides documentation for such amounts in sufficient detail to allow Customer to confirm that they are applicable to Customer). All Taxes invoiced to the Customer under this Agreement will be displayed on the invoice as a separate line item or included in the NewEnergy Electricity Charge as required by Law.

"Utility" means the local electricity distribution company owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Account(s).

T2.1. **Creditworthiness.** Supply of Energy hereunder is contingent upon NewEnergy's determination that Customer is creditworthy and Customer will promptly provide information as requested by NewEnergy to complete its credit review. If at any time during the term of this Agreement NewEnergy determines that Customer's credit is unsatisfactory due to an adverse change in its financial condition or its payment history is unsatisfactory, NewEnergy will have the right, as limited by Law, to require that Customer provide security ("Performance Assurance") satisfactory to NewEnergy to ensure prompt payment of amounts owed or that may otherwise become payable under this Agreement. If Customer becomes reasonably certain that NewEnergy will not be able to perform under this Agreement due to its good faith concern about the degradation of NewEnergy's financial condition, Customer may ask NewEnergy for Performance Assurance satisfactory to Customer to ensure that NewEnergy will be able to perform under this Agreement. If NewEnergy's parent can show that it has a senior, unsecured credit rating of Standard & Poor's (BBB-) or Moody's (Baa3) or better, or that it has a total net worth of \$25,000,000 or more as shown through independent, third party audited financial statements then no further Performance Assurance will be required from NewEnergy. If either Party must post Performance Assurance, in its discretion, it may post cash, letter of credit drawn on a U.S. Bank with a credit rating of Moody's A3 or better, or a parental guarantee from an entity that has a senior, unsecured credit rating of Standard and Poor's (BBB-) or better or Moody's (Baa3) or better. If Performance Assurance is ever required hereunder, it will be posted with the requesting Party within in five (5) business days of the receipt of the request.

T2.2. **Default.** An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under this Agreement if not paid within the Notice Period; or (b) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true in all material respects during the term of this Agreement, if not cured within 5 business days after written notice from the other Party; or (c) Customer fails to provide additional security or credit arrangements as provided in this Agreement; or (d) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder) where, in circumstances such failure is curable, it is not cured within 20 business days after receipt of written notice thereof; or (e) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iv) otherwise becomes bankrupt or insolvent (however evidenced); or (v) is unable to pay its debts as they fall due.

T2.3 Remedies upon Default. **Remedies upon Default** (a) If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, in its discretion, at any time, terminate this Agreement in whole or solely with respect to those Accounts adversely affected by such Event of Default, as a result of such default upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). If this Agreement is terminated, in whole or in part, pursuant to this Section, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below, and the Defaulting Party shall pay such amount following receipt of notice of such amount as provided herein. The Parties acknowledge and agree that any termination payment under this Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

(b) If Customer terminates this Agreement, in whole or in part, upon the default of NewEnergy, NewEnergy will pay Customer the following early termination payment: damages shall be calculated as the positive difference between (1) and (2), with each defined as follows: (1) equals the Replacement Value plus Costs, and (2) equals the TOU Price of energy set forth in the Pricing Schedule of the Agreement multiplied by Remaining Anticipated Usage.

(c) If NewEnergy terminates this Agreement, in whole or in part, upon the default of Customer or Customer terminates this Agreement, in whole or in part, as permitted under a Pricing Schedule, Customer will pay NewEnergy the following early termination payment: damages shall be calculated as the positive difference between (1) and (2), with each defined as follows: (1) equals the TOU Price of energy set forth in Pricing Schedule of the Agreement multiplied by the Remaining Anticipated Usage, plus Costs, and (2) equals the Market Value.

(d) For purposes of this Section and Section T2.5, "Replacement Value" means the Remaining Anticipated Usage multiplied by the weighted average price per kWh of Customer's good faith purchase of (or contract to purchase) electricity under terms and conditions comparable to those contained in the Agreement, which purchase may be from Customer's Utility, increased by any additional transmission and handling charges incurred by Customer. If Customer's purchase is from Utility, the weighted average price of electricity shall be calculated based on reasonably expected applicable Utility tariffs; to the extent that such tariffs are based on electricity spot market prices, the estimate of the weighted-average electricity price shall be calculated in a commercially reasonable manner. "Market Value" means the amount, as determined by NewEnergy as of the Early Termination Date, a bona fide third party would pay for the Remaining Anticipated Usage at current market prices. In determining "Market Value", the NewEnergy may consider, among other things, quotations from leading dealers in the wholesale energy industry, the NewEnergy's internally developed forward price valuations, and other bona fide offers from either third parties or Affiliates of NewEnergy, all as commercially available to NewEnergy and adjusted for the length of the Remaining Term and differences in transmissions costs, volume, and other factors, as NewEnergy reasonably determines. "TOU Price" means the rate in \$/MWh or \$/kWh as specified in the Pricing Schedule of the Agreement. "Remaining Anticipated Usage" means the amount of electricity (in kWh), as determined by the Non-Defaulting Party, that would have been used by each Account covered by the termination during the remaining term of this Agreement had it not been terminated early (the "Remaining Term"). In making this determination the Non-Defaulting Party may (but is not required to) consider: (i) anticipated consistency with or deviations from past electricity usage patterns, (ii) variations in anticipated weather patterns, (iii) general economic conditions or conditions affecting the specific industry(ies) in which Customer operates, and/or (iv) any other factors the Non-Defaulting Party deems appropriate. "Costs" mean brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by, or on behalf of, the Non-Defaulting Party either: (i) in terminating, liquidating, or obtaining any arrangement pursuant to which it has hedged its obligations, or (ii) in procuring replacement energy; and reasonable attorneys' fees, expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement.

T2.4 Certain Rights after Termination or Expiration. If following termination or expiration of this Agreement (whether in whole or in part), for any reason the Accounts remain designated by the Utility and/or the ISO as being served by NewEnergy, NewEnergy may, consistent with Law and in its sole discretion, either (i) continue to serve such Account(s) on a month-to-month holdover basis (the "Holdover Term") or (ii) move such Account(s) to the then applicable tariff service, whether default service or otherwise, or to another authorized provider of electricity required to serve as the "provider of last resort" (any of the foregoing, "Alternative Service"), and in either case NewEnergy shall have the right to pursue all additional remedies available at law or in equity. The NewEnergy Electricity Charge payable during the Holdover Term shall be the Holdover Rate set forth in the applicable Pricing Schedule. This Agreement will continue to govern the provision of service during the Holdover Term. Either Party may terminate the Holdover Term at any time upon 30 days advance written notice to the other or such other time period required by Law, whichever is longer, such termination to be effective as of the next applicable meter read cycle date with respect to each Account. Furthermore, during a Holdover Term, NewEnergy may at any time move the Accounts to Alternative Service without penalty or prejudice. If NewEnergy so requests, Customer will cooperate with NewEnergy in its efforts to cease providing service to Customer after termination or expiration of this Agreement, whether in whole or in part.

T2.5 Change in Law. If a new Law is enacted, or there is any revision to, implementation of, amendment to, or interpretation of any Law, in either circumstance affecting approved or anticipated rates, tariffs, Taxes, charges, fees, assessments, or other costs relating to the licensing, marketing, supply, generation, transmission or distribution of electric power and/or energy that could adversely affect the anticipated economic return to NewEnergy under this Agreement, NewEnergy shall have the right to adjust upward the amounts payable by Customer under this Agreement to account for such adverse economic consequences provided NewEnergy sends written notice to Customer thirty (30) days prior to the implementation of such upward adjustment. Such additional amounts will be included in subsequent invoices to Customer. Notwithstanding anything herein to the contrary, in the event NewEnergy exercises its right to adjust upward the amounts payable by Customer pursuant to this Section T2.5, Customer may terminate the Agreement and any Pricing Schedule hereunder; provided it does so prior to the end of the thirty (30) day notice period. If Customer exercises its right to terminate, a termination payment shall be made, calculated as follows: [TOU Price multiplied by Remaining Anticipated Usage, plus Costs] minus Market Value. If the resulting value is positive, Customer shall make the termination payment to NewEnergy. If the resulting value is negative, NewEnergy shall make a termination payment to Customer equal to the positive counterpart of this negative value, e.g., a value of (-) \$1000 means that NewEnergy would make a \$1000 termination payment to Customer. This calculation shall be made without taking into account the effects of such Change in Law.

T2.6 Representations and Warranties.

(a) **Mutual Representations and Warranties.** Each Party warrants and represents to the other the following: (1) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (2) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (3) the execution, delivery and performance of this Agreement are duly authorized and do not, violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it; (4) there is no material event(s) or other agreement(s) which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement; and (5) it has knowledge and experience that enable it to evaluate the merits and risks associated with this Agreement.

(b) **Additional Representations, Warranties and Covenants of Customer.** Customer warrants, represents and covenants that: (1) the data given and representations made concerning its Accounts are true and correct; (2) Customer is entering into this Agreement to purchase its electric energy requirements only; and that the electric energy purchased under this Agreement will be consumed at the facilities to which the Accounts relate, and Customer will not resell such electric energy to any third party (with the sole exception of Customer tenants or lessees in the ordinary course of Customer's business); and (3) Customer is the party of record of the Accounts, or if it is not the party of record, it has the authority to enter into and bind its principal to this Agreement. If requested, Customer will provide NewEnergy written proof of such authority.

T2.7. **Force Majeure.** "Force Majeure" means an event that is not within the reasonable control of the Party claiming Force Majeure ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome in a commercially reasonable manner, and such event will not be deemed a breach or default under this Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the Utility or ISO; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the Utility or ISO). Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under this Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: (i) to the extent reasonably possible, the Claiming Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to, the nature and date of the occurrence and the expected duration of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days (the "Extended Force Majeure Trigger Date") or more, the performing Party will have the right to terminate this Agreement with respect to those Accounts adversely affected by the Force Majeure by providing the Claiming Party 15 days prior written notice after the Extended Force Majeure Trigger Date.

T2.8. **THIS SECTION INTENTIONALLY OMITTED.**

T2.9. **Certain Limitations.**

(a) **Limitations of Liability.** Except for Section 2.3 and Section 2.5 the entire liability of the Parties for any and all claims, losses, expenses (including attorneys' fees and court costs), damages, demands, judgments, causes of action or suits (collectively, "Claims") of any kind arising from or relating to this Agreement, including any causes of action in contract, tort, strict liability or otherwise, will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of the Customer to mitigate its damages. Furthermore, in no event will the Parties be liable for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits.

(b) **Utility/ISO Services.** Customer acknowledges and agrees that the Utility and ISO are exclusively responsible for the electricity delivery system and all interruptions in the delivery of service and that NewEnergy exercises no independent control over the Utility's facilities or the ISO-controlled grid necessary for the delivery of electricity. As such, Customer disclaims any and all right to damages from NewEnergy arising from any interruption in electric service caused in whole or in part by interruption, termination or deterioration of service on the Utility's system or on the ISO-controlled grid. At and after the Delivery Point(s), Customer will be responsible for all distribution and transmission charges, including congestion and ancillary costs, if any, assessed by the Utility, the ISO, or any third party. Furthermore, NewEnergy is not responsible for providing services related to the maintenance and operation of the Utility's electricity delivery system, services regarding Customer's consumption of electricity, or other services which are provided by the Utility or third parties. NewEnergy will have no liability for any act or omission of the Utility, the ISO, or any third party, and Customer understands and agrees that it shall be solely responsible for all amounts due to the Utility or third parties for these and other services.

(c) **Setoff/Netting.** NewEnergy shall have the right to set-off and net against any amounts owed to it by Customer under this Agreement, including without limitation any early termination payment, any of the following amounts: (i) monies owed to Customer under this Agreement or under any other agreement between NewEnergy or any of NewEnergy's Affiliates, on the one hand, and Customer and (ii) any collateral or other financial assurance provided by Customer to NewEnergy under this Agreement.

T2.10. **DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND NEWENERGY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

T2.11. **Waiver and Severability.** Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.

T2.12. **Assignment.** NewEnergy may assign, sell, pledge, transfer or encumber any of its rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (A) a bank, insurer, or other financial institution; or (B) any person or entity (i) succeeding to all or substantially all of NewEnergy's assets or business or the division or region of NewEnergy to which this Agreement relates or (ii) into which

NewEnergy is merged or otherwise combined or reorganized; provided (with respect to this clause (A)) the succeeding entity agrees to be bound to this Agreement; or (C) any Affiliate of NewEnergy. Customer may assign all (but not less than all) its rights and obligations under this Agreement in their entirety or solely with respect to certain Accounts; *provided* (A) it gives NewEnergy 60 days written notice of its intent to do so; (B) the assignee satisfies in full NewEnergy's credit requirements; (C) the assignee assumes in writing all of Customer's obligations under this Agreement; and (D) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date.

T2.13. Confidentiality; Marketing Reference. Customer agrees to keep all terms and provisions of this Agreement, including the pricing offered to Customer, confidential and not to disclose them to any third parties without the prior written consent of NewEnergy, except as required by law. NewEnergy acknowledges that this Agreement may be subject to the California Public Records Act. NewEnergy will keep confidential all Customer identifying information and Account information that is not otherwise publicly available. Each Party shall have the right to disclose such information to its Affiliates and its and its Affiliates' employees, agents, advisors, and independent contractors who have a need to know such information and who agree to hold such information in the strictest confidence. NewEnergy shall also have the right to disclose information respecting Customer, including this Agreement, to brokers, agents, consultants or other third parties that are representing Customer in the purchase of electricity. Furthermore, NewEnergy may make such other disclosures to third parties of information, including aggregate consumption data, provided they are in a manner that cannot be reasonably expected to specifically identify Customer. If disclosure of a Party's confidential information is sought through process of a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford the other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. The Party receiving such disclosure request will cooperate with the other Party in its attempts to obtain such protections.

T2.14. CHOICE OF LAW; VENUE; Attorney Fees and Expenses. The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of the Governing Jurisdiction, without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement will be settled in accordance with the express terms of this Agreement by a court located in the Governing Jurisdiction. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs. Further, NewEnergy shall be entitled to recover from Customer all costs, including attorney's fees, incurred in connection with its efforts, whether in court or otherwise, to collect amounts due and payable to NewEnergy.

T2.15. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party will have any rights under this Agreement whatsoever. If Customer is represented by a third party in connection with the procurement or performance of this Agreement, unless otherwise expressly provided elsewhere in this Agreement NewEnergy will have no liability therefor, and Customer will be fully responsible for any fee, commission or other compensation owing any such third party, and will indemnify, defend and hold harmless the NewEnergy Parties from any and all Claims of any kind of any such third party arising from or relating to this Agreement.

T2.16. Notice and Authorized Persons. To be effective, all notices must be in writing delivered by hand, by certified mail, return receipt requested, fax, or by overnight courier service to the addresses provided below. Each Party has designated certain individuals below as authorized persons to confirm Transactions via e-mail transmission (the "Authorized Persons"). A Party may change its address or its Authorized Persons by providing notice of such change in accordance herewith.

Customer Notice Address:

800 S. College Dr.
Santa Maria, CA 93454

Constellation NewEnergy, Inc., Notice Address:

1221 Lamar Street
4 Houston Center, Suite 750
Houston, TX 77010
Attention: Contract Administration

With a copy to:

Customer's Authorized Person(s):

Name: Elizabeth Miller

Title:

Telephone: (805) 922-6966

Facsimile: (805) 928-7905

Email Address: emiller@hancockcollege.edu

With a copy to:

111 Market Place, 5th Floor
Baltimore, Maryland 21202
Attention: Associate General Counsel

NewEnergy's Authorized Persons:

The Commodities Management Group reachable at 1-800-243-2113 and cmg@constellation.com.

T2.17. Entire Agreement; Survival of Terms. This Agreement (which constitutes the Master Electricity Supply Agreement, including these General Terms and Conditions, and Pricing Schedule(s) executed and delivered by the Parties from time to time) embodies the Parties' entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. Nothing in this Agreement shall be deemed to require NewEnergy to execute and deliver this Master Electricity Supply Agreement or any Pricing Schedule, even if Customer shall have already executed and delivered such to NewEnergy. A facsimile copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. Except to the extent otherwise explicitly provided in this Agreement, no amendment to this Agreement, including the Pricing Schedule(s), will be valid or given any effect unless signed by both Parties. Except where expressly provided in this Agreement the terms of any purchase order (PO) sent by Customer, Pricing Schedule or confirmation sent by NewEnergy, and/or any alteration, addition, or modification made by either Party to the preprinted terms of this Agreement shall be void and without any effect. In the case of any conflict among the documents comprising the Agreement, they will control in the following order of priority: first, the Pricing Schedule(s) (but only with respect to the Account(s) listed on such Schedule(s)); second, the Master Electricity Supply Agreement. The applicable provisions of this

Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution, and with respect to any indemnification obligations under this Agreement. The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

T2.18. **Affirmation.** Customer affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

T2.19. **Relationship of the Parties.** NewEnergy is an independent contractor under this Agreement. Except as otherwise explicitly provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking.

T2.20. **Forward Contract; Inapplicability of Commodities Exchange Act.** The Parties acknowledge and agree that this Agreement is a "forward contract" and that NewEnergy is a "forward contract merchant" for purposes of the U.S. Bankruptcy Code, as amended. Further, NewEnergy is not providing advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended (the "CEA"), including futures contracts and commodity options or any other activity which would cause NewEnergy or any of its Affiliates to be considered a commodity trading advisor under the CEA.

Schedule A

SCHEDULE A- FIXED PRICE PRICING SCHEDULE

Customer:

Product Type: Fixed Price (Full Requirements without Bands) - DLF Included/ISO Charges Excluded

Supply Term: See Account Schedule

Schedule Date:

This Pricing Schedule is entered into pursuant to and in accordance with the Constellation NewEnergy, Inc. Master Electricity Supply Agreement ("Master Agreement") executed on June 11th, 2008, between NewEnergy and Customer, and is subject to all of the provisions, terms and conditions of such Master Agreement. Notwithstanding anything to the contrary, any conflict between this Pricing Schedule and the Master Agreement will be resolved in favor of this Pricing Schedule. Capitalized terms used herein, but not defined, will have the meanings given to them in the Master Agreement.

Offer ID

[Empty box for Offer ID]

Product Description: Fixed Price with DLF Included: NewEnergy will provide electric power to the Account(s), plus electric power for the associated DLF requirements, at the TOU Price for the applicable TOU Period. The fixed energy rate does not include any Utility Delivery Charges for transmission or distribution services or any applicable Taxes or surcharges or customer account charges with regard to the transmission or distribution of electricity by the Utility. Any such charges shall be the sole financial responsibility of Customer and NewEnergy shall have no liability therefore. NewEnergy will provide the commodity of electricity, as opposed to the transmission or distribution of electricity. Other costs, identified below as Pass-Through Charges, will be passed through to Customer without mark-up.

Total Direct Access Services Charge: Customer covenants and agrees to pay the Total Direct Access Services Charge for each billing cycle. The Total Direct Access Services Charge for each billing cycle, other than a billing cycle during the Holdover Term, shall equal the sum of the NewEnergy Electricity Charge for all Accounts, plus the total Pass-Through Charges. In the event of a Holdover Term the Total Direct Access Services Charge for the billing cycle shall be the sum of the Holdover Rate and the Pass-Through Charges.

1. NewEnergy Electricity Charge: The NewEnergy Electricity Charge shall be calculated hourly for each Account as follows and summed for the billing cycle: (TOU Energy) x (TOU Price for the applicable TOU Period).

2. Pass-Through Charges: Pass-Through Charges for each billing cycle will be passed through to Customer without mark-up and shall include:

- (a) ISO Cost; plus
(b) RCS Fee; plus
(c) RA Fee; plus
(d) RPS Fee; plus
(e) Taxes.

3. Holdover Rate (if applicable): In the event of a Holdover Term, the Holdover Rate replaces the NewEnergy Electricity Charge in the calculation of Total Direct Access Services Charges, plus Pass-Through Charges. The Holdover Rate is the sum of the following calculation for each Account for each hour of the Holdover Term within the applicable billing cycle:

- (a) (95% of Peak Hour Usage x DLF) x (110% of ICE Market Price); plus
(b) (Hourly Energy usage in excess of 95% of Peak Hour Usage x DLF) x (110% of Hourly Market Purchase Price + ISO Uplift Charges).
(c) If Hourly Energy usage is less than 95% of Peak Hour Customer shall be entitled to a credit against the amount determined in (a) above: (95% of Peak Hour Usage - (Hourly Energy usage x DLF)) x (110% of Hourly Market Purchase Price).

Delivery Charges/Exit Charges/Rate Assessment: In addition to the charges specifically identified above as comprising the Total Direct Access Services Charge, Customer shall be solely responsible for all Delivery Costs and any applicable Taxes or surcharges with regard to the transmission or distribution of electricity by the applicable Utility. Customer shall pay all charges, fees, assessments, adders, surcharges, or other such charges, however styled or payable imposed or authorized to be imposed on Direct Access Services customers (regardless of whether any of the foregoing are also imposed or authorized to be imposed on other classes or types of customers) by a Utility, the CPUC, DWR, or any other entity or body with direct or indirect jurisdiction over Direct Access Services.

Special Provisions:

PS1. Definitions.

"CPUC" means the California Public Utilities Commission.

"Delivery Charges" means charges for transmission or distribution services or any applicable Taxes or surcharges or customer account charges with regard to transmission or distribution of electricity by the Utility.

"Delivery Point" means existing and future points of interconnection between the ISO-controlled grid or a third-party transmission system and/or distribution system, as applicable, and the Utility's transmission system and/or distribution system.

"Direct Access Services" means the services NewEnergy shall provide under this Agreement, namely serving as Customer's exclusive full requirements electricity supplier and related electricity purchasing, supplying/scheduling coordination, and metering and billing services for each of the Account(s) identified in this Pricing Schedule, which Customer has represented and warranted are eligible for Direct Access Services, and which are accepted by the Utility for enrollment by NewEnergy.

"DLF" means Distribution Loss Factor, which is the hourly factor that accounts for the line losses associated with delivery of electricity by the Utility. DLF is typically determined by the Utility and service voltage and is posted on the Utility's internet web site. If expressed as a percentage, such number shall be converted to a factor (i.e., 1 plus the percentage).

"DWR" means the California Department of Water Resources.

"End Date" means, with respect to each Account, first meter read date available for de-enrollment on or after the end date specified on the Account Schedule.

"Energy" means electric energy.

"Finance Charge" means the lesser of 1.5% of the total dollar amount set forth on the invoice as due and payable from Customer, or the highest amount permitted by law.

"Historical and/or Anticipated Usage" means the usage in kWh anticipated for each Account during the applicable TOU Period as set forth on this Pricing Schedule.

"Holdover Rate" means the charge for the sale of electricity to the Customer during the Holdover Term.

"Holdover Term" means the term of service provided to Customer, if any, for Direct Access Services to the Account(s) after the expiration or termination of this Pricing Schedule on a rolling month-to-month basis.

"Hourly Energy" means the kWhs used by an Account for an hour in the billing cycle.

"Hourly Market Purchase Price" means the Ex-Post Price, expressed in \$/kWh, set by the ISO for the hour in the zone which corresponds to the applicable zone for the Account as set forth in this Pricing Schedule. The hourly price shall be determined by averaging the six (6), ten minute Ex Post Price intervals posted by the ISO for that hour. If an index price develops which more closely reflects NewEnergy's market transactions, NewEnergy may elect to use that index as the Hourly Market Purchase Price under this Agreement. If the Ex-Post Price is

unavailable, ceases to exist, or no longer reflects NewEnergy's market transactions, the Hourly Market Price shall correspond to (i) the hourly market price of electricity, as determined by reference to a reliable index of California spot market prices or (ii) NewEnergy's actual cost of electricity if no reliable index of California spot market prices exists.

"ICE Market Price" means the weighted average price (expressed in \$ per kWh) of the day-ahead transactions at SP15 for peak and off-peak Energy or NP15 for peak and off-peak Energy, as published by the Intercontinental Exchange on www.theice.com. In the event an index price develops that more closely reflects NewEnergy's market transactions, New Energy, with the prior written consent of the Customer (which shall not be unreasonably withheld), may elect to use that index as the ICE Market Price under this Agreement. In the event that the Intercontinental Exchange is unavailable, ceases to exist, or no longer reflects NewEnergy's market transactions, the ICE Market Price shall correspond to (i) the hourly market price of electricity, as determined by reference to a reliable index of California day-ahead market prices or (ii) NewEnergy's actual cost of day-ahead electricity if no reliable index of California day-ahead market prices exists.

"ISO" means the California Independent System Operator.

"ISO Cost" means the sum for all Accounts of (TOU Energy x DLF) x ISO Price.

"ISO Price" means the sum of all charges by the ISO, other than ISO Uplift Charges, related to retail delivery of Energy, Federal Energy Regulatory Commission charges, and any similar charges that may be imposed by the ISO from time to time expressed in \$/kWh.

"ISO Uplift Charges" means charges which are assessed by the ISO due to Customer's Hourly Energy usage in excess of 95% of its Peak Hour Usage.

"kWh" means kilowatt hours.

"MDMA" means Meter Data Management Agent.

"Meter Costs" means the sum for each Account set forth in this Pricing Schedule for purchase and installation of each meter.

"Notice Period" means the five (5) day period following written notice from NewEnergy to Customer informing Customer of any amounts past due under this Agreement.

"Pass-Through Charges" means those charges identified above, which are passed through to Customer without mark-up.

"Payment Date" means the date that is thirty-one (31) days after the date on the invoice.

"Peak Hour Usage" means the maximum hour of usage within each TOU Period based on Customer's Historical and/or Anticipated Usage.

"RA Cost" means NewEnergy's cost for capacity associated with the CPUC requirement to comply with Resource Adequacy (D.05-10-042), expressed in \$/kWh-month.

"RA Fee" means the cost imposed on each Account associated with mandatory compliance with the CPUC's Resource Adequacy requirement, calculated as follows: (Account's billing cycle peak kW demand x 115%) x RA Cost.

"RCS Fee" means the sum of the Revenue Cycle Service Fees for all Accounts for the billing cycle.

"RPS Fee" means the cost resulting from any regulatory requirements that impose Renewable Portfolio Standards on NewEnergy, which shall be passed through to Customer on a pro-rata basis, without mark-up, based on the percentage that Customer's total TOU Energy during the billing cycle for Accounts within a Utility's service territory bears to NewEnergy's total energy service for customers within the same Utility service territory.

"Start Date" means with respect to each Account, the day NewEnergy first supplies electricity for the Account under this Pricing Schedule.

"Total Direct Access Services Charge" means the sum of the NewEnergy Electricity Charge for all Accounts, plus the total Pass-Through Charges. In the event of a Holdover Term the Total Direct Access Services Charge for the billing cycle shall be the sum of the Holdover Rate and the Pass-Through Charges.

"TOU Energy" means the total metered usage in kWh by an Account during each hour of each TOU Period in the billing cycle.

"TOU Period" means the peak and off-peak time periods within the summer and winter seasons, as further defined hereafter. Peak shall include the hour ending 07:00 to 22:00 Monday through Saturday, except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the date on which the holiday is legally observed. Off-peak hours are all remaining hours. Summer is deemed to be from May 1 through October 31 and winter is deemed to be from November 1 through April 30.

"TOU Price" means the fixed price for Energy (expressed in \$/kWh) used during each TOU Period as set forth in this Pricing Schedule.

"Utility" means the local electricity distribution company owning and/or controlling and maintaining the transmission and distribution system required for delivery of electricity to the Account(s).

PS2.1 **Initial Term; Holdover Term.** With respect to each Account set forth herein, the term of this Pricing Schedule shall commence on the Start Date(s) and end on the End Date(s), both as specified herein, unless extended upon the mutual written agreement of the Parties or as otherwise provided in the Pricing Schedule. NewEnergy will use commercially reasonable efforts to begin service to the Account(s) on the Start Date(s) set forth in the Account Schedule. Customer acknowledges that the commencement of service hereunder is dependent upon confirmation by the Utility and/or the ISO of the completion of all required enrollment processes. If NewEnergy is unable to enroll one or more of the Accounts by the Start Date as a result of circumstances beyond NewEnergy's control (including Customer's failure to notify the Utility and/or ISO that it has selected NewEnergy as its supplier or any acts or omissions of the Utility, ISO, and/or alternative supplier) the Start Date will commence on the next regularly scheduled Utility meter read date in the month and year following successful enrollment of such Account(s). In this circumstance, NewEnergy, in its discretion, will have the right, but not the obligation, upon written notice to Customer to extend the End Date to reflect the delay in the start of NewEnergy supplying electricity to Customer. If NewEnergy is unable to commence service within 20 business days of the Start Date(s) set forth herein in the Account Schedule, NewEnergy will have the right, in its discretion, to terminate this Pricing Schedule without penalty or prejudice upon written notice to Customer. If, for any reason, NewEnergy continues service to any Account(s) beyond the End Date, NewEnergy will serve Customer at the Holdover Rate and the Total Direct Access Services Charge shall be calculated as set forth above. Customer shall also be responsible for all Delivery Charges.

PS2.2 **Invoicing and Payment.** Customer shall be billed for amounts due under this Pricing Schedule and the Agreement for each Account as follows: (i) Customer will receive two invoices, one from NewEnergy for the Total Direct Access Services Charge and one from the Utility for the Delivery Charges; or (ii) Customer will receive one invoice from the Utility that includes both (A) the Total Direct Access Services Charge and (B) the Delivery Charges. For invoices provided by NewEnergy, Customer shall make payments directly to NewEnergy at the address set forth below. For invoices provided by the Utility, payments shall be sent to the Utility in accordance with the applicable Utility tariff payment terms. Payments to NewEnergy not received as of the Payment Date will be assessed a Finance Charge. Finance Charges may be included on a subsequent invoice and are payable on demand. NewEnergy reserves the right to adjust its billing cycle from time to time. Customer acknowledges that NewEnergy's ability to invoice Customer is dependent on the Utility's or ISO's ability to furnish NewEnergy with all necessary information. In the absence of such information, NewEnergy shall have the right to invoice Customer based on estimated meter readings or other estimated information. Customer's invoice will be adjusted the next billing cycle after which NewEnergy receives the actual consumption amount or other necessary information from the Utility or ISO, to reconcile any difference between estimated consumption and actual consumption or other matters. NewEnergy reserves the right to reconcile invoices based upon supplemental additional or late usage data within (i) twelve (12) months, provided that NewEnergy is the MDMA for the Customer Account(s) that is to be adjusted, or (ii) thirty-six (36) months if the Utility is the MDMA of the Customer Account(s) to be adjusted.

PS2.3 **Material Change.** Customer acknowledges that NewEnergy determined the TOU Price for electricity for the NewEnergy Electricity Charge calculation, in part, based on Customer's Historical and/or Anticipated Usage for each Account by TOU Period during the applicable Supply Term under this Agreement. Customer agrees to provide NewEnergy with thirty (30) days prior written notice in the event that Customer reasonably anticipates, during the applicable Supply Term under this Agreement, a material change to Customer's electricity requirements that was not otherwise disclosed to NewEnergy prior to the execution of the applicable Pricing Schedule and associated Supply Term, if such change is related to: (a) increased or decreased use of on-site generation; or (b) expansion or reduction of existing facilities. In the event that Customer's requirements are materially changed, as defined above, NewEnergy may amend the TOU Price if: (1) on more than one occasion an instance of such material change results in Customer's aggregate monthly usage either increasing or decreasing by more than 25% compared to Customer's aggregated usage during the same month in each of the two prior years, with each of those prior months' usages adjusted to account for any known sources of sustained usage changes; and (2) if NewEnergy's average per MWh costs of serving Customer, excluding all pass-through charges, increase materially as a result of Customer's material change in usage. If Customer does not accept the amended TOU Price offered by NewEnergy or if one or more of Customer's facilities which are receiving electricity supply hereunder are closed, vacated, sold, consolidated or otherwise disposed of, then Customer may, to the extent permitted by applicable Law, terminate this Pricing Schedule with respect to the corresponding Account(s) upon thirty (30) days written notice to NewEnergy, in which event Customer may be liable to make an early termination payment to NewEnergy under the applicable section of the Master Agreement.

PS2.4 **NewEnergy Contact Information.** Customer may contact NewEnergy regarding its invoice or other matters concerning this Agreement at NewEnergy's Customer Service Department by toll-free telephone at (888) 526-0486. CUSTOMER SHOULD CONTACT ITS UTILITY IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS, DEPENDING UPON WHICH UTILITY SERVICE TERRITORY THE ACCOUNT EXPERIENCING THE OUTAGE IS LOCATED: Pacific Gas and Electric Company: (800) 743-5000; San Diego Gas & Electric Company: (800) 611-7374; Southern California Edison Company: (800)-611-1911.

PS 2.5 **Meters.** Customer acknowledges that it must have an approved direct access meter ("Meter") installed for each Account as a condition precedent to NewEnergy's obligation to perform Direct Access Services for Accounts(s) under this Agreement. Customer's election of its method to fulfill its meter and telephone obligations is set forth in the Meter

Acknowledgement Form. Customer shall be responsible for loss, damage, theft or destruction of the meters as a result of any cause whatsoever and, in the event of such loss, damage, or destruction, Customer shall immediately repair or replace any such meter. NewEnergy will invoice and Customer shall pay any Meter Costs.

PS2.6 **Change of Service.** NewEnergy has the right, in its sole discretion, to adjust this Pricing Schedule in the event Customer's service voltage is changed for any Account(s), either by Customer's election or Utility designation. Such adjustment to the Pricing Schedule shall reflect only the change in the DLF resulting from the service voltage adjustment. In such instance, NewEnergy will provide Customer with ten (10) days prior written notice of the adjustment to the Pricing Schedule.

PS2.7 **Participation in DR Program.** In the event that Customer elects to participate in a demand response program ("DR Program") not administered by NewEnergy, Customer agrees to give NewEnergy thirty (30) days notice prior to the first month Customer intends to participate in the DR Program.

PS2.8 **Certain Customer Acknowledgements**

- (a) Customer acknowledges and agrees that (1) NewEnergy is not acting as Customer's consultant or advisor for any purpose, and Customer will not construe or rely on any information provided or statements made by NewEnergy, including without limitation as to the advantages or disadvantages of any specific product or service, predictions about future energy prices or any other statement or information, as advice or representations of any sort; and (2) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any and is not relying on NewEnergy in any way in making its decision to enter into this Pricing Schedule or in making any other decision or taking any other action under this pricing Schedule.
- (b) Customer agrees and acknowledges that CNE utilizes MRW Consulting for on-going utility rate and California market analysis. CNE will authorize MRW to make available to Customer and its representative, Community College League of California ("CCLC"), certain utility rate analysis conducted on behalf of CNE. CNE makes no representations or warranties as to the completeness or correctness of any information or analysis provided to Customer or CCLC by MRW and any use or reliance on MRW information or analysis is at Customer's own risk. Customer further acknowledges and affirms that Customer or any representative thereof will not share any MRW information or analysis with any third parties nor will they utilize any MRW information or analysis for the benefit of any third parties.

PS2.9 **Payments to Certain Third Parties.** Customer acknowledges and understands that:

- NewEnergy is making a payment to the Community College League of California in connection with its efforts to facilitate Customer and NewEnergy entering into this Agreement and supporting its implementation; and
- The NewEnergy Electricity Charge reflects the fee paid to the Community College League of California.
- The Community College League of California is acting on Customer's behalf as its representative and is not a representative or agent of NewEnergy.
- Customer should direct any questions regarding such fee to the Community College League of California.

PS2.10 **Addresses for Billings, Payments and Notices.**

Constellation NewEnergy Payment Address	Customer Billing Address
Constellation NewEnergy, Inc. File 50536 Los Angeles CA 90074-0536	Phone: Fax: Attn: Email:

Constellation NewEnergy Notice Address	Customer Notice Address:
Constellation NewEnergy, Inc. 350 Grand Avenue, Suite 3800 Los Angeles CA 90071-3479 Phone: (213) 576-6000 Fax: 1-888-829-8738 ATTN: Legal Department BDM: Bumroongsheep, Tisha	Phone: Fax: Attn: Email: Email copies of customer notices should also be sent to the Community College League of California to the following recipients: Kimi Shigetani at kshigetani@cclleague.org and Clyde Murley at clyde.murley@comcast.net .

In witness whereof, the Parties have caused this Pricing Schedule to be executed on their behalf on the respective dates written below.

Please return an executed copy of this letter by facsimile to Constellation NewEnergy, Inc. at 1-888-829-8738.
A fully executed copy will be returned for your file.

CONSTELLATION NEWENERGY, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Non-Executable Draft

CONSTELLATION NEWENERGY ELECTRICITY SERVICE AGREEMENT SCHEDULE A

This Schedule A is entered into pursuant to and in accordance with the Constellation NewEnergy Electricity Service Agreement executed by and between Constellation NewEnergy, Inc. and undersigned Customer on April 28, 2006 (the "Agreement"), and is subject to all of the provisions, terms and conditions of the Agreement.

Notwithstanding anything to the contrary, any conflict between this Schedule A and the Constellation NewEnergy Agreement will be resolved in favor of this Schedule A. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Constellation NewEnergy Agreement.

"High Voltage Rate Schedule Maximum TOU Pricing" means that the TOU Price for any Account(s) in the Customer's name on the attached League Account Schedule with a High Voltage Rate Schedule shall be the following:

a.	TOU Price On-peak Summer (\$/kWh):	0.088124
b.	TOU Price Off-peak Summer (\$/kWh):	0.088124
c.	TOU Price On-peak Winter (\$/kWh):	0.088124
d.	TOU Price Off-peak Winter (\$/kWh):	0.088124
e.	TOU Price Start Date:	7/01/07
f.	TOU Price End Date:	6/30/09
g.	RCS Fee (\$/meter/month):	\$49.00

"Low Voltage Rate Schedule Maximum TOU Pricing" means that the TOU Price for any Account(s) in the Customer's name on the attached League Account Schedule with a Low Voltage Rate Schedule shall be the following:

a.	TOU Price On-peak Summer (\$/kWh):	0.090229
b.	TOU Price Off-peak Summer (\$/kWh):	0.090229
c.	TOU Price On-peak Winter (\$/kWh):	0.090229
d.	TOU Price Off-peak Winter (\$/kWh):	0.090229
e.	TOU Price Start Date:	7/01/07
f.	TOU Price End Date:	6/30/09
g.	RCS Fee (\$/meter/month):	\$49.00

"Low Voltage Rate Schedules" means the rate schedules for those Account(s) located within the following UDC areas (a) the PG&E rate schedules: A1, A6, A10, E19S, E20S, and LS1; or (b) **SCE rate schedules: LS3, GS1, GS2, OL1, PA1, PA2, and TOU8S.**

"High Voltage Rate Schedules" means the rate schedules for those Account(s) located within the following UDC areas (a) PG&E rate schedule: E19P and E20P; or (b) **SCE rate schedule TOU8P.**

Constellation NewEnergy, Inc.

Customer: _____

By: _____
(Authorized Representative)

By: _____
(Authorized Representative)

Name: _____

(Please print or type name)

Title: _____

On behalf of: _____
(Name of Community College)

Date: _____

Its: _____
(Please print or type title)

Date: _____

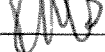
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: NEW CONFIDENTIAL POSITION AND JOB DESCRIPTION – HUMAN RESOURCES COMPLIANCE COORDINATOR

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

As a result of evaluating the functions of the Human Resources department, it has been determined that the position of Human Resources Compliance Coordinator must be established. A new job description for the Human Resources Compliance Coordinator was developed.

The recommended salary placement is Level 16 of the current administrative, management, and confidential salary schedule.

Need:

A new job description containing duties and areas of responsibility is needed.

Fiscal Impact: \$5,629-\$7,193 per month, plus benefits.

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 X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE

CLASS TITLE: HUMAN RESOURCES COMPLIANCE COORDINATOR

BASIC FUNCTION:

Under the direction of the Vice President of Human Resources, perform a variety of highly complex duties in direct support of a wide variety of Human Resources Office programs, functions, and service including performing a wide variety of responsible duties related to equal employment, litigation, contract review, and policy development.

REPRESENTATIVE DUTIES:

Serve as the Human Resources Compliance Coordinator with a high level of Independence; relieve administrator of a variety of legal, Equal Employment Opportunity (EEO) compliance duties; serve as liaison for and spokesperson of the administrator with external and internal management staff, other campus officials, staff, students, and the general public; communicate and assist in implementing administrative decisions. *E*

Research, compile, analyze, and prepare data and information for periodic and special projects reports, and confidential analysis of the impact of specific labor agreements. *E*

Ensure that the District is in compliance with Equal Employment Opportunity regulations; prepare reports and completes projects related to Equal Employment matters. *E*

Conduct District-wide training in matters pertaining to Equal Employment. *E*

Receive internal discrimination complaints as well as complaints from Department of Fair Employment and Housing related to Equal Employment; may conduct formal investigations. *E*

Receive sensitive legal documents for the District related to potential and ongoing lawsuits; keep the District apprised by providing regular updates. *E*

Coordinate annual administrator evaluation process. *E*

Coordinate yearly conflict of interest compliance. *E*

Assist the Vice President of Human Resources in preparing time-sensitive reports during labor negotiations. *E*

Develop and administer the District legal budget; monitor budget for income and expenditure compliance. *E*

Prepare a variety of correspondence, legal papers, and documents. *E*

Board approval: Pending

Review all contracts for services entered into by the District to ensure District is protected from liability. *E*

Identify and refer matters to the Vice President of Human Resources in order of priority; interpret policies, rules and regulations in response to inquiries and complaints; refer matters to appropriate staff members as required. *E*

Maintain and update human resources administrative policies and procedures. *E*

Establish, maintain, and coordinate complex personnel, technical, and confidential files; manage data and perform various specialized computer functions on the District's on-line personal computer systems. *E*

Exercise judgment, diplomacy, discretion and a high level of independence in handling matters of a sensitive nature; promote and maintain positive staff, student, and community relations. *E*

Perform related duties and responsibilities as required.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

District organization, operations, policies, terminology, rules, programs, and objectives.
Applicable sections of the State Education Codes.
Operations and procedures of a law/legal/human resources office.
Legal terminology, forms and documents used in legal technical work.
Legal procedures and practices involved in composing, processing and filing a variety of legal documents.
Standard legal references and their contents.
Equal employment and compliance issues.
Office management principles and practices.
Principles of training.
Modern office procedures, methods, and equipment including computers.
Principles and practices of fiscal, statistical, and administrative research and report preparation.
Principles and procedures of record keeping.
Principles of business letter writing.
Methods and techniques of public relations.
Basic mathematical principles.
English usage, grammar, spelling, punctuation, and vocabulary.
Interpersonal skills using tact, patience, and courtesy.
Public speaking and written communication skills.

ABILITY TO:

Perform a variety of paraprofessional duties involving the use of a high level of independent judgment and personal initiative in support of Human Resources Office

functions and programs including in the area of equal employment, litigation, contract review, and policy development.

Understand the organization and operation of the District and of outside agencies as necessary to assume assigned responsibilities.

Effectively represent the Human Resources Office to outside individuals and agencies to accomplish the goals and objectives of the unit.

Interpret and apply administrative and departmental policies and procedures related to human resources.

Supervise, organize, and review the work of lower level staff.

Research, compile, analyze, interpret, and prepare a variety of reports and correspondence.

Independently prepare routine legal documents, correspondence and memoranda.

Implement and maintain standard filing systems.

Maintain confidential records and reports.

Operate a variety of office equipment including a computer and related software, typewriter, and calculator.

Plan and organize work to meet schedules and time lines.

Make mathematical calculations quickly and accurately.

Understand and follow oral and written directions.

Work independently with very little or no direction.

Work with and exhibit sensitivity to and understanding of the diverse racial, ethnic, disabled, sexual orientation, and cultural populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Make presentations and/or lead training workshops for a diverse audience.

Establish and maintain effective working relationships with those contacted in the course of work.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: associate's degree or two years of college level course work with major course work in legal affairs, public administration, business administration, or other related field; four (4) years of increasingly responsible administrative experience involving legal, policy, and equal employment. A Bachelor's degree can be substituted for two (2) years of experience. Paralegal experience in a community college with direct experience in EEO is highly desirable.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

Frequent interruptions and distractions.

PHYSICAL ABILITIES:

Dexterity of hands and fingers to operate office equipment including a computer keyboard and peripheral equipment.

Hearing and speaking to exchange information on the telephone or in person.

Sitting or standing for extended periods of time.

Seeing to read and verify data and prepare various materials.

Bending at the waist.

HAZARDS:

Extended periods of time viewing computer monitor.

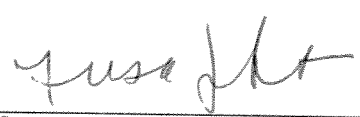
Possible exposure to dissatisfied individuals.

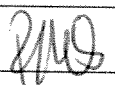
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: NEW CONFIDENTIAL POSITION AND JOB DESCRIPTION – HUMAN RESOURCES SPECIALIST

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

As a result of evaluating the functions of the Human Resources department, it has been determined that the position of Human Resources Specialist must be established. A new job description for the Human Resources Specialist was developed.

The recommended salary placement is Level 15 of the current administrative, management, and confidential salary schedule.

Need:

A new job description containing duties and areas of responsibility is needed.

Fiscal Impact: \$5,230-\$6,679 per month, plus benefits.

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 X ___

Reference for Agenda: YES ___ X ___ NO ___

VICTOR VALLEY COMMUNITY COLLEGE

CLASS TITLE: HUMAN RESOURCES SPECIALIST

BASIC FUNCTION:

Under the direction of the Vice President of Human Resources, perform complex and technical duties in support of the employment operations, including confidential information with respect to contractual bargaining recruitment and selection, minimum qualifications and evaluations of employees of the District, classification and compensation.

REPRESENTATIVE DUTIES:

Gather, create or handle documents, data, or information related to employee grievances, employer's bargaining positions and negotiations proposals; may attend grievance meetings. *E*

Administer and monitor all phases of the District employment process, including recruitment, selection, mandated minimum qualifications and Education Code requirements. *E*

Provide orientation for new employees; assure the completion of appropriate forms; assess transcripts and experience to establish minimum qualifications and establish salary placement. *E*

Prepare, distribute and monitor contracts; assure proper salary placement, percentage of credit hours and appropriate credential and/or minimum qualifications. *E*

Provide specialized, technical and procedural information to staff, outside agencies and general public regarding District policy, minimum qualifications, salary placement, academic and classified collective bargaining agreements and Education Code. *E*

Assist in the coordination of the evaluation process and preparation and monitoring of related documents. *E*

Maintain personnel records and related files and documents of staff and administrators in compliance with state employment regulations, immigration laws and District policy. *E*

Prepare State Chancellor's office MIS/Staff Data Report; set up, implement and train others in the computerized database system for the department. *E*

Prepare agenda materials and reports requiring Governing Board approval. *E*

Assist in the preparation of materials and coordination of meetings for Equivalency Committees. *E*

Board approval: Pending

Prepare unemployment insurance claims for administrative agency. *E*

Review applications for new academic positions; assure proper college accreditation, degrees and employment background prior to submitting to interview committees. *E*

Assist in the revision of personnel procedures and forms; provide work direction to others as assigned.

Respond to requests for verifications of employment.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Modern office practices, procedures and equipment.

Record-keeping techniques.

Personnel policies and procedures.

District organization, operations, policies and objectives.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Oral and written communication skills.

Applicable sections of Education Code and other applicable laws.

Interpersonal skills using tact, patience and courtesy.

ABILITY TO:

Perform complex and technical duties in support of the employment and evaluation of employees of the District.

Understands and interpret transcripts.

Counsel and inform applicants and employees regarding District employment policies and minimum qualifications.

Provide work direction to others as assigned.

Operate various office equipment including calculator and computer terminal.

Set up, implement and train others on the computerized database system of the department.

Communicate effectively with others both orally and in writing.

Maintain records and prepare reports.

Work independently with little direction.

Establish and maintain effective and cooperative working relationships with others.

Work confidentially with discretion.

Understand and follow oral and written directions.

Type at an acceptable rate of speed.

Accomplish many tasks simultaneously.

Complete work with constant interruptions and demands requiring immediate attention.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: two years of college-level training in personnel management, business administration or related field and two years increasingly responsible personnel experience in an educational setting.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

PHYSICAL ABILITIES:

Dexterity of hands and fingers to operate a variety of standard office equipment.
Hearing and speaking to exchange information.
Sitting or standing for extended periods of time
Seeing to prepare and maintain reports and files.

HAZARDS:

Extended periods of time viewing computer monitor.
Possible exposure to dissatisfied individuals.

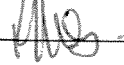
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: UPDATED MANAGEMENT JOB DESCRIPTION – DIRECTOR OF THE ASSOCIATE DEGREE NURSING PROGRAM AND ALLIED HEALTH

SUBMITTED BY: Patricia Luther

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

Based on the updated organizational structure, an updated job description for the Director of the Associate Degree Nursing Program and Allied Health was developed to replace the current job description of Director of the Nursing Program.

The recommended salary placement is Level 18 of the current administrative, management, and confidential salary schedule.

Need:

An updated job description containing duties and areas of responsibility is needed.

Fiscal Impact: \$7,186 to \$9,203 per month, plus benefits.

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ X ___ NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DIRECTOR OF THE ASSOCIATE DEGREE NURSING PROGRAM AND ALLIED HEALTH

BASIC FUNCTION:

Under the direction of the assigned administrator, plan, organize, implement, coordinate and evaluate the Associate Degree Nursing (ADN) program, and Allied Health (AH) programs and courses.

REPRESENTATIVE DUTIES:

Ensure compliance with VVC, Nursing and AH policies, procedures & standards established by VVCD. *E*

Recommend to the Chief Instructional Officer matters pertaining to course offerings, staffing and facilities needs. *E*

Develop with the dean, department chairpersons, and faculty the schedule of course offerings and clinical rotation assignments. *E*

Provide a variety of technical program information and assistance to faculty, administrators, staff, clinical agencies and health facilities in order to maximize the implementation of student learning outcomes. *E*

Coordinate the selection of textbooks, equipment, supplies and teaching material for the instructional faculty. *E*

Schedule and assign faculty for teaching loads and committees. Delegate duties of team members for respective nursing and allied health courses to maintain a balanced workload among the faculty. *E*

Plan, implement, and evaluate nursing and allied health faculty orientation; Evaluate performance of nursing and allied health faculty according to district policy. *E*

Serve as chairperson of the ADN Faculty Committee, Nursing and Allied Health Advisory Committees; Serve on college, community and educational committees as needed. *E*

Prepare state and national reports, self studies, and site visits required by accrediting and governmental agencies. *E*

Prepare annual budget and maintain cost controls including district and VVCD Foundation accounts. *E*

Maintain required data and confidential information, committee meeting minutes, and confidential information within the department. *E*

Initiate, implement and monitor contractual agreements with external facilities ensuring that they are current and have appropriate approval. *E*

Submit curriculum changes, revisions and or additions of courses to the VVC Curriculum committee. *E*

Direct a program of staff development and departmental policies and practices conducive to the welfare of staff, faculty and students. *E*

Serve as the liaison with VVC Counseling, Admission and Records Department to assist with student admission, placement, course completion and graduation. *E*

Assist in writing grant proposals and monitoring and reporting grant funds. *E*

Serve as second level grievance in Nursing and AH grievance process. *E*

Assist in the development of VVC Master Plan, Program Review, Faculty Handbooks, required accreditation documents and maintain a comprehensive system of records. *E*

Act as primary liaison to develop and maintain collaborative relationships with clinical facilities, advisory boards, and other health programs within and outside of the District. *E*

Participate in recruiting, selecting and orienting faculty and staff. *E*

Supervise and evaluate assistant director, faculty and classified staff in the department. *E*

Encourage participation in professional development, staff education and cross-training. *E*

Coordinate with faculty and oversee student orientation to the programs, clinical sites, student events and community projects. *E*

Monitor and coordinate the health science computer lab classrooms and laboratory equipment. *E*

Ensure consistency and accuracy for related programs, college publications and outreach materials. *E*

Coordinate learning and testing activities in the Health Science Computer Lab. *E*

Develop department strategic plan (5 yr – 10 yr) based on community needs, student learning needs and available resources. *E*

Perform other related duties as assigned.

KNOWLEDGE AND ABILITIES:**ABILITY TO:**

Maintain an educational environment within the Nursing and AH Programs.

Maintain a comprehensive system of records.

Serve as resource person and role model to the faculty and students.

Plan, organize, coordinate, direct and evaluate the nursing education program of the District

Manage details of multiple and complex projects.

Interpret and apply mandated federal, state and accrediting agency program regulations and applicable District policies and Education Code sections.

Establish and maintain cooperative and effective working relationships with others.

Compile and prepare reports for program evaluations.

Supervise, schedule, train and evaluate instructors and staff.

EDUCATION AND EXPERIENCE:

Any combination equivalent to a master's degree or higher in Nursing, Education, or Administration; AND a minimum of two (2) years of full time experience with direct responsibility for and involvement in the administrative decision making process of an educational program; AND two years of full time experience teaching in an accredited nursing program; AND two years of full time experience as a registered nurse providing direct patient care.

LICENSES AND OTHER REQUIREMENTS:

Must hold, or be eligible to obtain and provide prior to employment, a current, valid license to practice as a professional nurse in the state of California. Additionally, possess the educational administrative experience to meet CA Board of Registered Nursing requirements for appointment as a director.

WORKING CONDITIONS:

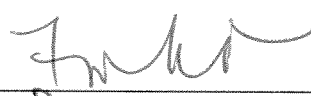
In order to communicate this position requires ability to hear and speak;-Incumbent may be exposed to individuals with contagious diseases, contaminated body fluids, medical supplies, chemicals, sharp objects, verbally and physically abusive individuals.


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

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

TOPIC: CLASSIFIED – UPDATED JOB DESCRIPTIONS, RECLASSIFICATIONS

SUBMITTED BY: Virginia Moran

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

The Classification and Salary Committee reviewed the updated job description for the position listed below and recommended to the Vice President of Human Resources the following salary placement.

Employee	Position Title	Current Grade Level	Recommended Grade Level
J Kevin Crowley	Lead, Applications Service Desk (currently Course Management Administrator)	13	14

Need:

Based on the recent changes in the organizational structure, an updated job description containing duties and areas of responsibility is needed.

Fiscal Impact: \$506 per month.

Recommended Action:

It is recommended that the Board of Trustees approve the updated job description and revised salary placement for the position listed above, effective November 12, 2008.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: LEAD, APPLICATIONS SERVICE DESK

FLSA STATUS: NONEXEMPT

BASIC FUNCTION:

Under general supervision of an area administrator, design, install, maintain, manage, operate, and repair the MIS applications, including software systems, implementing security, and data warehousing; monitor database system operations and apply fixes and patches to address database system problems as required; and in coordination with technical personnel, coordinate, develop, operate and maintain appropriate web services; provide support for faculty, staff and students for instructional and/or administrative uses of web services; train faculty and staff in information posting technique, for the District's instructional and administrative purposes. This includes providing technical training to and serving as a technical resource for District staff and Faculty; work closely with users to provide highly complex technical expertise; provide work direction to staff as assigned. Provide work direction to service desk and support technicians. Coordinate service desk workflow and perform other related work, as assigned.

REPRESENTATIVE DUTIES:

Act as lead technician for District's student information systems, including but not limited to design, develop, operate, install, configure, manage, and maintain the District's Learning Management Systems (LMS) Blackboard, WebAdvisor, EPOS, Groupwise and other database systems; provide learning support, technical support, web applications, using the District's standard tools, methods, in consultation with technical personnel and other appropriate parties; on an ASP platform for instructional and administrative purposes. *E*

Support end users with both hardware and software support. Oversee support for programs like WebAdvisor, EPOS, Group Wise, Blackboard, Web CT, Safari, Moodle, Sakai, Student Email, desktop applications and hardware. *E*

Develop complex technical solutions that include the design, development, testing, and ongoing support of programs to serve a wide variety of customers including, students, faculty, staff, and management. *E*

Coordinate projects by organizing resources and monitoring progress to completion. *E*

Analyze and correct problems with programs written by vendors or other programmers; contacts vendors for support as needed; monitors patches. *E*

Maintain accuracy and integrity of data for meeting mandated reporting requirements, including but not limited to State Chancellor's Office; document applicable procedures and collaborate with others to ensure any problems are diagnosed and corrected. *E*

Research and evaluate information and procedures; perform feasibility studies and determine cost of applications. *E*

Design, modify, debug and document new or existing systems used by District users; define input/output data relationships and operations. *E*

Provide work direction and support in the development of computer operation procedures for new or revised computer applications, and assure proper implementation. *E*

Make recommendations to area administrator for assigning work to staff. *E*

Participate in planning for implementation of new and existing systems, including developing specifications for new programs, training staff, and guiding the development of such programs. *E*

Perform advanced/in-depth application troubleshooting and diagnostics as required; coordinate the repair and maintenance of all instructional and administrative applications and services. *E*

Coordinate the installation of upgrades to existing software and integrating new software when appropriate into the District's Applications. *E*

Coordinate technology upgrades and implementations with area administrators, department chairs and other technical personnel. *E*

Assist the area administrator with the long-range planning, research and purchase of related equipment and software. *E*

Work with department chairs and other faculty and staff to develop, maintain and update course management tools and to understand needs for the development of instructional tools that are developed. *E*

Provide technical assistance services for staff, faculty and students. *E*

Implement and maintain administrative software system, associated programs and procedures. *E*

Develop and maintain system specific documentation; including system management procedures. *E*

Implement the security of a client/server distributed environment; develop procedures for deploying user privileges and encryption keys, including role and class security, as required. *E*

Perform data extractions and prepare reports as required. *E*

Recommend improvements to District Applications as needed. *E*

Analyze and recommend hardware and software to meet requirements for new or modified applications. *E*

Conduct operational efficiency studies on hardware and software. *E*

Design, install, manage, maintain and repair course management systems for instructional and administrative purposes. *E*

Coordinate technology upgrades and implementations with area administrators, department chairs and other technical personnel. *E*

Coordinate with end-users' analysis, specifications, testing, training, and documentation associated with system enhancements and new system development efforts. *E*

Remain current on vendor changes affecting administrative information system and State Chancellor's Office regulations regarding data collection and reporting. *E*

Maintain security and confidentiality of data and application system. *E*

Evaluate, recommend, and install hardware, web servers and related software; maintain, operate and secure the LMS servers. *E*

Develop and/or write programs to deliver instructional, student support and administrative services, including but not limited to assisting with the implementation of online student learning and student support services applications. *E*

Develop database oriented information delivery mechanisms to support posting material on the web; develop style guidelines for graphics and logos, color schemes and backgrounds; develop templates for use by faculty, that can easily import their desired course content without compromising their content area expertise; assure that all accessibility standards for the disabled are met. *E*

Provide interfaces between web services and other computer-based information services. *E*

Maintain system Software and interface configurations associated with District applications and update system security and client access as required. *E*

Serve as technical resource and support for instructional lab staff, faculty and students on the software used by the District; demonstrate and train the faculty, staff, and students with their use and materials; provide work direction to service desk staff and other temporary workers. *E*

Operate a variety of computer and office equipment, including but not limited to microcomputers, peripherals, printers, communications equipment, and scanners. *E*

Prepare and present reports as necessary. Perform data extractions and prepare reports as required. Develop and maintain system specific documentation; including system management

procedures. Prepare and maintain a variety of other documentation related District Applications. *E*

Stay abreast of advances in technology and keep current on relevant technology changes. *E*

Perform related duties as assigned.

EDUCATIONAL/EXPERIENCE:

Any combination equivalent to: bachelor's degree from an accredited institution in computer science or engineering, computer information systems, or equivalent and four (4) years progressively responsible experience in information technology support or systems administration. Customer Relational skills preferred.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Support of structured skills, including program testing and troubles shooting techniques.
Analysis of business processes, as they relate to the use of software and hardware. Principles and practices of training.

Microsoft Office products, including Microsoft Office Suite and Windows operating systems.
Apple operating systems.

Internet browsers such as Internet Explorer, Mozilla, Firefox and Safari.

Provide technical direction and assistance to users for both hardware and software.

Guide a software implementation, including the design of the system and providing leadership and guidance to Students, Faculty and Staff.

Study, identify, and resolve complex operational problems.

Adapt to changing technologies and learn functionality of new equipment and systems.

Communicate clearly and concisely, both orally and in writing. Establish and maintain effective working relationships with students, faculty, staff, external agencies and the general public, including those from diverse academic, socioeconomic cultural, ethnic and disability backgrounds.

Serve effectively and in a collegial manner on various teams or committees.

Demonstrate the development and support of multiple projects that involve systems analysis, design, implementation, testing, documentation, and training.

Course Management Systems

Service desk support systems and software.

Software/environments including Blackboard, WebCT, and Moodle.

Sharable Content Object Reference Model (SCORM) a collection of standards and specifications for web-based e-learning. It defines communications between client side content and a host system called the run-time environment (commonly a function of a learning management system). SCORM also defines how content may be packaged into a transferable ZIP file.

Product technical trouble shooting for both software and hardware.

Internet Browsers including Microsoft Internet Explorer, Mozilla Firefox, Opera, and Safari.

Advanced knowledge of a networked computer system, PC/LAN/WAN/SAN.

Advanced knowledge of networked computer operating systems including, but not limited, to UNIX/LINUX, Windows, and Novell.
Operation and proper use of a variety of equipment, hardware and software and Web servers in a multi-platform environment.
Web server administration including Apache, Sendmail/Postfix.
UNIX shell scripts.
Determining system requirements and cost estimates for software and equipment.
System backup methods.
System requirements analysis and documentation.
Current knowledge of technological advances in the field.
Automated work flow models.
Data processing, report production and technical documentation.
Database implementation and technical support.
Database problem identification and problem solving.
Oracle RDBMS and Structured Query Language (SQL), as well as other database systems including Relational Database Management Systems (RDBMS).
Indexing and search methodologies, compression and encryption standards.
Relational database design, development and administration methods.
Proper methods of inventorying and storing equipment, materials and supplies.
District organization, operations, policies and procedures.
District's standard tools, methods and processes.
Proper lifting techniques.
Interpersonal skills using tact, patience and courtesy.

ABILITY TO:

Administer and document relational database operations and data processing systems, identify and isolate database system problems, and implement solutions.
Provide assistance in troubleshooting issues with all customers. Communicate clearly and concisely, both orally and in writing.
Configure, manage and maintain UNIX systems in a LAN/WAN environment.
Design, develop, operate and maintain the District's internet and intranet web sites. Develop and/or write programs to deliver instructional, student support and administrative services.
Develop database oriented information delivery mechanisms to support posting material on the web.
Develop style guidelines for graphics and logos, color schemes and backgrounds. Develop templates for use by faculty.
Establish and maintain cooperative and effective working relationships with others, including those from diverse academic, socioeconomic, cultural, ethnic and disability backgrounds.
Establish and maintain cooperative working relationships with professional contacts.
Establish, maintain and document internal database administration procedures in compliance with organization directives.
Evaluate, recommend, and install hardware, web server and related software.
Follow oral and written directions.
Handle multiple assignments simultaneously and set priorities based on internal customer needs.

Install, coordinate and maintain a networked computer environment to support instructional and administrative objectives.

Install, operate and properly use a variety of equipment, hardware and software used in the LAN/WAN/SAN system environment.

Maintain current knowledge of technological advances in the field.

Maintain documentation and records.

Meet schedules and timelines.

Operate a variety of technical equipment and tools related to computers and auxiliary equipment (printers and peripheral equipment), file servers, various software applications, and software/hardware diagnostics programs and/or equipment.

Perform proper network directory backups.

Plan and organize work.

Prepare and present reports as necessary.

Provide technical assistance and training to computer systems users and service desk staff.

Read, interpret and apply detailed and technical written and oral instructions.

Respond to user requests for assistance and malfunction corrections and provide technical support.

Troubleshoot problems with the District's Applications.

Work effectively as a team member.

Work independently with little direction.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

Disclosure:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee is regularly required to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination, including

use of a computer keyboard and to verbally communicate to exchange information; to see in the normal visual range with or without correction, sufficient to read computer screens and printed documents; to hear in the normal audio range with or without correction. Availability during weekends, evening and non-operational hours for maintenance, troubleshooting and repairs may be necessary.

DISTINGUISHING CHARACTERISTICS:

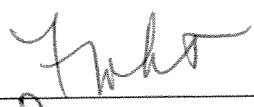
The District Applications Service Desk Lead classification is distinguished by its responsibility to provide workflow supervision to all Service Desk Staff; and it's responsibility to train Service Desk staff on all appropriate District Applications, including upgrades.


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

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

TOPIC: CLASSIFIED – UPDATED JOB DESCRIPTIONS, RECLASSIFICATIONS

SUBMITTED BY: Virginia Moran

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

The Classification and Salary Committee reviewed the updated job description for the position listed below and recommended to the Vice President of Human Resources the following salary placement.

Employee	Position Title	Current Grade Level	Recommended Grade Level
Brian Hatchell	Lead Network Manager (currently Network Manager)	15	16

Need:

Based on the recent changes in the organizational structure, an updated job description containing duties and areas of responsibility is needed.

Fiscal Impact: \$447 per month.

Recommended Action:

It is recommended that the Board of Trustees approve the updated job description and revised salary placement for the positions listed above, effective November 12, 2008.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: LEAD NETWORK MANAGER

FLSA STATUS: NONEXEMPT

BASIC FUNCTION: Function under an area administrator to provide guidance to other technical personnel, as needed on campus. Assist network managers with new technologies and techniques in Information Technologies. Provide technical training to and serve as technical resource to network managers, network technicians and help desk personnel as needed. Provide work direction to Information Technology staff.

DISTINGUISHING CHARACTERISTICS: The Lead Network Manager classification is distinguished from the Network Manager classification by its responsibility for directing of daily operations pursuant to established District priorities, report preparation and dissemination, and coordination of major technology initiatives.

REPRESENTATIVE DUTIES:

Lead information technology staff by assigning work orders to personnel with the proper skill sets. Provide work order, productivity, and other reports to area administrator as requested. *E*

Assist district management with selection of vendors and products pertaining to the district computer network. Research new technologies and make recommendations for implementation. *E*

Serve as project manager for major technology initiatives, coordinating implementation per specification and training appropriate staff on utilization and maintenance of new technologies. *E*

Function as lead technology resource for long-range planning, research, and purchase of equipment for the network environments. *E*

Coordinate the design, installation, maintenance and repair of LAN/WAN/SAN systems for instructional and administrative purposes. *E*

Manage, install, maintain and repair a variety of network operating systems, which may include Netware, Linux and Windows, on a variety of server platforms and SANs. *E*

Design, manage, and maintain all network security resources, including but not limited to firewalls, access lists, VPN concentrator, and Access Control Servers (ACSs). *E*

Manage, install, maintain, and troubleshoot the daily operation and administration of account/licenses and their access, and network printing, servers and printer creations. *E*

Research and stay current with Networking Technologies, especially as applied to the environment at the District. Test new technologies and educate/assist Information Technology Staff with deployment and troubleshooting of new technologies. *E*

Install, configure, maintain and troubleshoot all District web and application servers. *E*

Install and maintain networking transports and topologies; troubleshoot and repair networking components, including but not limited to switches, routers, network interface cards, cabling systems and transceivers. *E*

Manage and monitor all network traffic using a variety of protocol analyzers and intrusion detection systems. Prepare and disseminate regular reports of network traffic, as well as campus-wide notifications as directed by area administrator. *E*

Perform advanced/in-depth technical computer and network troubleshooting and diagnosing; coordinate the repair and maintenance of all instructional and administrative computers and network hardware and related equipment. *E*

Serve as technical resource and support for instructional lab staff; serve as technical resource to the faculty and staff on the hardware and software used by the network; demonstrate and train the faculty and staff with the use of network equipment, related equipment and materials; provide work direction to student and other temporary workers. *E*

Coordinate technology upgrades and implementations with internal and external personnel, department chairs and other users of the technology at the District. *E*

Prepare and maintain a variety of documentation related to LAN/WAN/SAN network activities, file server configurations, and IP addresses, network layout and connectivity maps. *E*

Work closely with vendors and consultants who may be hired by the District to ensure maximum value and efficiency. Assist Management in selecting appropriate vendors. *E*

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Operation and proper use of a variety of equipment, hardware and software used in the LAN/WAN/SAN system environment.
- Advanced knowledge of a networked computer system, CPU/LAN/WAN diagnostics and repair.
- Installation and configuration of CD-ROM devices and other related hardware.
- System backup methods.
- Networking components such as hubs, routers, network interface cards, SCSI controller cards and other adapter cards, patch panels, transceivers and repeaters.
- Configuration, management and maintenance of Linux systems in a LAN/WAN environment.

Configuration, management and maintenance of firewalls.
TCP/IP in a LAN/WAN multi-platform internet environment.
District's World Wide Web servers in a multi-platform environment.
Operation, adjustment and maintenance of microcomputers and peripheral equipment, including file servers, interface boards and computer drives
Hardware and software configuration and trouble shooting. Requirements of maintaining computers, CPUs tools, equipment in proper operating condition.
Determining system requirements and cost estimates for new network equipment.
Interpersonal skills using tact, patience and courtesy.
Proper methods of inventorying and storing equipment, materials and supplies.
Proper lifting techniques.

ABILITY TO:

Install, operate and properly use a variety of equipment, hardware and software used in the LAN/WAN system environment.
Install, coordinate and maintain a networked computer environment to support instructional and administrative objectives.
Install, troubleshoot, and assist in the maintenance of hardware for the LAN/WAN systems environments.
Operate a variety of technical equipment and tools related to computers and auxiliary equipment (printers and peripheral equipment), file servers, various software applications, and software/hardware diagnostics programs and/or equipment. Install, configure and maintain numerous CD-ROM devices.
Perform proper network directory backups. Install, configure, manage, maintain and repair of all network components.
Configure, manage and maintain Linux systems in a LAN/WAN environment.
Manage and maintain District's firewall.
Work with TCP/IP in a LAN/WAN, multi platform environment.
Manage and maintain the District's Internet servers in a multi-platform environment.
Respond to user requests for assistance and malfunction corrections and provide technical support.
Read, interpret and apply detailed and technical written and oral instructions.
Establish and maintain cooperative and effective working relationships with others including those from diverse academic, socioeconomic, cultural, ethnic and disability backgrounds.
Follow oral and written directions.
Provide technical assistance and training to computer systems users.
Work independently with little direction.
Communicate effectively both orally and in writing.

EDUCATION AND EXPERIENCE: Any combination equivalent to: Bachelor's degree in computer information science or related field or any related certification (Novell CNA, RHCE, MCTS, MCA, CCSP, PMP, CCIE, CCNP, MCSE, SSCP, LPIC-2); and five (5) years related experience.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

Disclosure:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Normal Office Environment:

While performing the duties of this job the employee is regularly required to walk, stand, and sit for extended periods of time; speak and hear to communicate with internal and external personnel; use hands and digits to type or handle materials; bend at the waist, kneel or crouch to work on computer equipment; and view a computer monitor for extended periods of time. The employee is occasionally required to lift 25 pounds, carry, push and pull equipment. While performing the duties of this job, the noise level in the work environment is usually quiet.


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

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

TOPIC: NEW MANAGEMENT POSITION AND JOB DESCRIPTION—
FACILITIES PROJECT MANAGER

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

Due to the availability of bond funds, the position of Facilities Project Manager shall be established to manage bond related facilities planning and construction.

Need:

A new job description for the position of Facilities Project Manager is needed.

Fiscal Impact: To be determined.

Recommended Action: It is recommended that the Board of Trustees approve the new management position and job description.

Legal Review: YES ___ NOT APPLICABLE X___

Reference for Agenda: YES ___ NO X___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: FACILITIES PROJECT MANAGER (Bond Related Facilities Planning and Construction)

BASIC FUNCTION:

Under the general direction of the Vice President of Administrative Services, supervise the planning, design, construction and implementation of construction projects related to the General Obligation bond funds. The Facilities Project Manager will consult with District administration, faculty, staff, students, regulatory agencies and specifically coordinate with the Bond Oversight Committee. The bond funds must be used to further the mission of the college and meet the requirements of the bond language. The Facilities Project Manager will serve as the primary planner for all related construction projects and will be the college staff representative to the Bond Oversight Committee. The Facilities Project manager will develop, schedule, and obtain approval of construction projects.

REPRESENTATIVE DUTIES:

Chair and serve on committees, task forces, and other work groups as needed or required to provide expertise concerning facilities planning for the District's new construction projects. *E*

Serve as the District representative to the Bond Oversight Committee including preparation of all background information required for the committee to perform its duties, present an annual update, as to the progress of all projects, prepare recommendations to the committee, and complete all state required reports. *E*

Serve as a liaison between and among Bond Oversight Committee members, administrators, faculty, staff, design professionals, engineers, architects and others in the preparation of project design, including drawings and specifications. *E*

Works in conjunction with District staff and appropriate personnel to ensure the accurate and timely completion of the District's five year construction plan with specific bond related projects, including initial and final plan approval for state funded facilities and equipment projects. *E*

Prepare and implement budgets, schedules, project management, and control documents on projects from inception to DSA approval, for bond related projects. *E*

Coordinate planning, design bidding and award of bond related projects while serving as the District representative to architects, engineers, contractors, inspectors, and other consultants during project planning, design, construction, occupancy and post-occupancy. *E*

Assist with bid plans for bond related facilities, direct the preparation of bid specifications and bid documents, analyze bids, and make recommendations for bid awards. *E*

Facilitate bond related contractor presentations for District consideration of bids. *E*

Utilize design build concepts whenever appropriate to augment conventional bidding techniques. *E*

Conduct pre-bid job site visits, preconstruction meetings and construction program meetings. *E*

Manage bond related construction projects for the District; serve as the liaison between architects, construction managers, and District personnel to ensure that projects are on time and within budget. *E*

Prepare realistic budgets for each project, ensure that there are no cost over runs and prepare annual update of expenditure. *E*

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Conventional and design building bid processes.

State and community college engineering and construction principles, practices and procedures dealing with applicable laws and government regulations.

Methods of purchasing and contract administration and budget preparation.

ABILITY TO:

Work with labor contractors, subcontractors, college faculty and staff and other represented workforce.

Communicate clearly and effectively.

Represent the District in a professional manner to District, constituents, community members and individuals involved in the planning, design and construction of projects.

Effectively analyze and review construction documents such as architectural plans, bid documents, contract, etc.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree in construction administration, architecture, engineering or related field and five years progressively responsible

experience in construction administration and project management, including demonstrated project management skills, experience, and knowledge along with the ability to organize direct, and successfully implement planning, design, and construction management of all types of construction projects in a higher education setting. Experience in construction and project management must include multiple major projects and/or increasingly complex construction projects.

Sensitivity to and the ability to work with the diverse academic, socioeconomic, cultural, and ethnic backgrounds of community college students, faculty and staff, including those with disabilities.

LICENSES AND OTHER REQUIREMENTS:

Valid California state driver's license, may be acquired within thirty days of employment.

Community College construction experience, which demonstrates a thorough knowledge of state and community college engineering and construction principles, practices and procedures dealing with applicable laws and government regulations.

Demonstrated experience in managing the performance of contractors, sub contractors, inspectors, and other building trades professionals.

Experience implementing principles of management and supervision.

WORKING CONDITIONS:

Office environment, as well as site review in the field.

Position requires sitting and viewing a computer monitor for extended periods of time, hand and digit dexterity to operate a typewriter and computer keyboard, reaching, bending at the waist, and hearing and speaking to communicate and provide information to others.

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

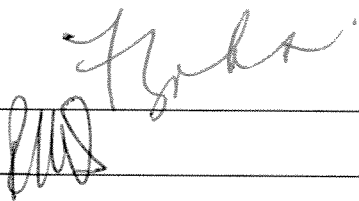
BOARD CONSENT ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___

TOPIC: AFT-PTFU AGREEMENT

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Robert Silverman



Description/Background:

The district and AFT-PTFU have met and reached agreement concerning revision on the following issue:

- Article 13, Faculty Assignments, will change to extend the submission of the priority hire list to the Chief Instructional Officer or designee, from the end of the fall semester to the end of the winter session.

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

Need:

Board approval of article 13 is necessary to amend the contract with AFT.

Fiscal Impact: None

Recommended Action:

The district requests that the Board of Trustees approve the change to article 13, as presented.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

Memorandum of Understanding
Article 13. Faculty Assignments

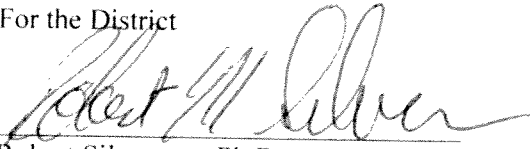
This Memorandum of Understanding is entered into by the Victor Valley Community College District (hereinafter "District") and the AFT Part-Time Faculty United, Local 6286, CFT/AFT, AFL-CIO (hereinafter the "AFT Part-Time Faculty United" or "Union").

Both parties agree that the current language in Article 13: Faculty Assignments, subsection 13.3.5, shall be replaced with the following language:

The Chief Human Resources Officer or designee shall send an updated adjunct priority hire list to the Chief Instructional Officer or designee by the end of the winter session for implementation the following academic year.

Once this Memorandum of Understanding is approved by the Victor Valley College Board of Trustees, this subsection shall be rolled into the current contract and expires February 2010 unless otherwise negotiated in the successor contract.

For the District

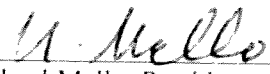


Robert Silverman, Ph.D.
Superintendent/President



Date

For AFT Part-Time Faculty United



Michael Mello, President
AFT PTU Local 6286



Date

**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 Mary Pringle

APPROVED BY: Robert Silverman RS

Description/Background:

Financial reports are being presented for the period ending September 30, 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: None

Recommended Action:

This is an information only item.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
GENERAL FUND - FUND 01
As of 9/30/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 3,918,094			
Revenues				
Federal	\$ 3,948,585	\$ 106,102	\$ 3,842,483	97.31%
State	\$ 40,840,415	\$ 2,522,729	\$ 38,317,686	93.82%
Local	\$ 17,067,628	\$ 2,768,329	\$ 14,299,299	83.78%
Transfers In	\$ 5,000,000	\$ 1,000,000	\$ 4,000,000	0.00%
Total Revenues	<u>\$ 66,856,628</u>	<u>\$ 6,397,160</u>	<u>\$ 60,459,468</u>	90.43%
Expenditures				
Academic Salaries	\$ 25,862,792	\$ 2,783,295	\$ 23,079,497	89.24%
Classified Salaries	\$ 14,821,413	\$ 3,444,154	\$ 11,377,259	76.76%
Benefits	\$ 10,401,155	\$ 1,689,763	\$ 8,711,392	83.75%
Supplies	\$ 1,886,982	\$ 264,633	\$ 1,622,349	85.98%
Operating Expenses	\$ 8,291,877	\$ 1,991,016	\$ 6,300,861	75.99%
Capital Outlay	\$ 1,131,131	\$ 156,562	\$ 974,569	86.16%
Transfers, Grants, Contingency	\$ 1,411,278	\$ 6,584	\$ 1,404,694	99.53%
Debt Service Retirement/Interest	\$ 3,050,000	\$ 160,029	\$ 2,889,971	
Total Expenditures	<u>\$ 66,856,628</u>	<u>\$ 10,496,036</u>	<u>\$ 56,360,592</u>	84.30%
 Excess Revenues/(Expenditures)	 \$ -	 \$ (4,098,876)		
 Month Ending Fund Balance 9/30/08		 \$ (180,782)		
 Projected Ending Fund Balance	 \$ 3,918,094			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 9/30/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 32,252,405			
<u>Revenues</u>				
Local Revenues	\$ 1,017,040	\$ 1,269	\$ 1,015,771	99.88%
Transfers In		\$ -	\$ -	
<u>Total Revenues</u>	<u>\$ 1,017,040</u>	<u>\$ 1,269</u>	<u>\$ 1,015,771</u>	99.88%
<u>Expenditures</u>				
Debt Service Payments	<u>\$ 9,200,000</u>	<u>\$ -</u>	<u>\$ 9,200,000</u>	100.00%
<u>Total Expenditures</u>	<u>\$ 9,200,000</u>	<u>\$ -</u>	<u>\$ 9,200,000</u>	
 Net Change in Fund Balance	 \$ (8,182,960)	 \$ 1,269		
Month Ending Fund Balance 9/30/08		\$ 32,253,674		
 Projected Ending Fund Balance	 \$ 24,069,445			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 9/30/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 1,705,078			
<u>Revenues</u>				
State	\$ 8,926,718	\$ -	\$ 8,926,718	100.00%
Interest Income	\$ 25,000	\$ 22,109	\$ 2,891	11.56%
Redevelopment	\$ 696,150	\$ 728,065	\$ (31,915)	-4.58%
Miscellaneous Income	\$ 238,918	\$ 238,918	\$ -	
Transfers In	\$ 4,700,000	\$ -	\$ 4,700,000	100.00%
<u>Total Revenues</u>	\$ 14,586,786	\$ 989,092	\$ 13,597,694	93.22%
<u>Expenditures</u>				
Supplies	\$ -	\$ 2,885	\$ (2,885)	#DIV/0!
Contracts	\$ 50,000	\$ -	\$ 50,000	100.00%
Sites	\$ -	\$ -	\$ -	
Buildings-New & Remodel	\$ 14,241,368	\$ 1,103,822	\$ 13,137,546	92.25%
Equipment	\$ 56,500	\$ -	\$ 56,500	100.00%
Transfers/Grants/Contingency	\$ -	\$ -	\$ -	#DIV/0!
<u>Total Expenditures</u>	\$ 14,347,868	\$ 1,103,822	\$ 13,244,046	
 Net Change in Fund Balance	 \$ 238,918	 \$ (114,730)		
Month Ending Fund Balance 9/30/08		\$ 1,590,348		
Projected Ending Funding Balance	\$ 1,943,996			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 9/30/08

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 583,555			
<u>Revenues</u>				
Federal	\$ -	\$ -	\$ -	
State	\$ 241,262	\$ 545,347	\$ (304,085)	-126.04%
Local	\$ -	\$ 1,720	\$ (1,720)	
Transfers In	\$ -	\$ -	\$ -	
<u>Total Revenues</u>	\$ 241,262	\$ 547,067	\$ (305,805)	-126.75%
<u>Expenditures</u>				
Academic Salaries	\$ 224,849	\$ 31,864	\$ 192,985	85.83%
Classified Salaries	\$ 95,301	\$ 21,803	\$ 73,498	77.12%
Benefits	\$ 105,537	\$ 17,926	\$ 87,611	83.01%
Instructional Supplies	\$ 75,740	\$ 768	\$ 74,972	98.99%
Operating Expenses	\$ -	\$ -	\$ -	
Equipment	\$ -	\$ -	\$ -	
Reserve/Contingencies	\$ -	\$ -	\$ -	0.00%
<u>Total Expenditures</u>	\$ 501,427	\$ 72,361	\$ 429,066	85.57%
 Net Change in Fund Balance	 \$ (260,165)	 \$ 474,706		
 Month Ending Fund Balance 9/30/08		 \$ 1,058,261		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 9/30/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 8,170			
<u>Revenues</u>	\$ 93,000	\$ 34,864	\$ 58,136	62.51%
<u>Expenditures</u>				
Transfers Out	\$ 93,000	\$ -	\$ 93,000	100.00%
Net Change in Fund Balance	\$ -	\$ 34,864		
Month Ending Fund Balance 9/30/08		\$ 43,034		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 9/30/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 62,819			
<u>Revenues</u>				
Interest Income	\$ 200	\$ 398	\$ (198)	-99.00%
Transfers In	\$ 15,800	\$ -	\$ 15,800	0.00%
<u>Total Revenues</u>	<u>\$ 16,000</u>	<u>\$ 398</u>	<u>\$ 15,602</u>	97.51%
<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	 \$ -	 \$ 398		
Month Ending Fund Balance 9/30/08		\$ 63,217		
Projected Ending Fund Balance	\$ 62,819			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 9/30/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 146,872			
<u>Revenues</u>				
Interest Income	\$ 12,900	\$ 1,719	\$ 11,181	86.67%
Miscellaneous Income	\$ -	\$ -	\$ -	
Transfers In	\$ 41,100		\$ 41,100	
<u>Total Revenues</u>	\$ 54,000	\$ 1,719	\$ 52,281	98.95%
<u>Expenditures</u>				
Supplies	\$ 4,000	\$ -	\$ 4,000	100.00%
Contracted Services	\$ 50,000	\$ 527	\$ 49,473	98.95%
New Equipment	\$ -	\$ -	\$ -	0.00%
Reserve for Contingencies	\$ -	\$ -	\$ -	
<u>Total Expenditures</u>	\$ 54,000	\$ 527	\$ 53,473	99.02%
 Net Change in Fund Balance	 \$ -	 \$ 1,192		
Month Ending Fund Balance 9/30/08		\$ 148,064		
Projected Ending Fund Balance	\$ 146,872			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
RAMS BOOKSTORE
As of 9/30/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 1,947,271			
<u>Revenues</u>	\$ 4,683,000	\$ 1,743,259	\$ 2,939,741	62.77%
Less: Cost of Goods Sold	\$ 3,550,000	\$ 1,946,369	\$ 1,603,631	
Gross Margin from Local Revenues	\$ 1,133,000	\$ (203,110)	\$ 1,336,110	
Total Other Income		\$ 7,862		
<u>Total Revenues</u>	\$ 1,133,000	\$ (195,248)		
<u>Expenditures</u>	\$ 1,442,500	\$ 217,886		
Estimated labor to be invoiced		\$ -		
<u>Total Expenditures</u>	\$ 1,442,500	\$ 217,886	\$ 1,224,614	84.90%
Revenues/(Expenditures)	-\$309,500	\$ (413,134)		
Month Ending Fund Balance 9/30/08		\$ 1,534,137		
Projected Ending Fund Balance	\$ 1,637,771			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
AUXILIARY SERVICES
As of 9/30/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 239,896			
<u>Revenues</u>	\$ 443,000	\$ 122,872	\$ 287,380	64.87%
Estimated "Due From" District		<u>\$ 32,748</u>		
<u>Total Revenues</u>		\$ 155,620		
<u>Expenditures</u>				
Estimated Labor to be invoiced "Due To" District	\$ 443,000	\$ 72,031	\$ 342,969	77.42%
<u>Total Expenditures</u>		<u>\$ 28,000</u>		
		\$ 100,031		
Revenues/(Expenditures)	\$ -	\$ 55,589		
Month Ending Fund Balance 9/30/08		\$ 295,485		
Projected Ending Fund Balance	\$ 239,896			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
ASB FUND
As of 9/30/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 139,336			
<u>Revenues</u>	\$160,000	\$63,237	\$96,763	60.48%
Estimated amount "Due From" District		\$9,585		
<u>Total Revenues</u>		<u>\$72,822</u>		
<u>Expenditures</u>	\$160,000	\$35,651	\$124,349	77.72%
<u>Total Expenditures</u>		\$0	\$37,171	
Revenues/(Expenditures)	\$ -	\$ 37,171		
Month Ending Fund Balance 9/30/08		\$ 176,507		
Projected Ending Fund Balance	\$ 139,336			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 9/30/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 65,911			
Revenues				
PELL	\$ 10,035,212	\$ 1,645,048	\$ 8,390,164	0.00%
SEOG	310,138	123,400	186,738	7.40%
Direct Loan	423,417	1,368,640	-945,223	0.00%
Cal Grant	742,062	455,497	286,565	0.00%
CARE	103,595	80,000	23,595	0.00%
TRIO	30,000	0	30,000	87.21%
EOPS	8,800	0	8,800	0.00%
ACG	0	0	0	
Total Revenues	\$ 11,653,224	\$ 3,672,585	\$ 7,980,639	0.20%
Expenditures				
PELL	\$ 10,035,212	\$ 1,645,048	\$ 8,390,164	0.00%
SEOG	310,138	123,400	186,738	8.11%
Direct Loan	423,417	722,760	-299,343	0.00%
Cal Grant	742,062	2,134	739,928	1.02%
CARE	103,595	18,500	85,095	21.76%
TRIO	30,000	0	30,000	100.00%
EOPS	8,800	0	8,800	100.00%
ACG	0	0	0	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
Total Expenditures	\$ 11,653,224	\$ 2,511,842	\$ 9,141,382	0.81%
 Net Change in Fund Balance	 \$ -	 \$ 1,160,743		
Month Ending Fund Balance 9/30/08		\$ 1,226,654		
 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: ANNUAL FINANCIAL AND BUDGET REPORT (CCFS-311)

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: Mary Pringle Mary Pringle

APPROVED BY: Robert Silverman RS

Description/Background:

California law requires that California Community College districts report annually on their financial condition. In compliance with this requirement, districts must provide to the Chancellor's Office and the County Schools Office with a copy of the completed CCFS-311 form. This report provides detailed information on the prior year actual revenues and expenditures, as well as the final budget for the current year. This information is used by the Chancellor's Office to monitor the fiscal health of the districts and to develop comparative data for benchmarking and analysis.

A copy of the original Annual Financial and Budget Report (CFFS-311) is available in the Superintendent/President's office.

Need: Mandatory reporting requirement

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees receive and enter this report into the minutes of the meeting.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
10 General Fund:

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2007-08 Budget Year: 2008-09

GENERAL FUND

Description	State Use Only (EDP)	Fund: <u>11</u> UNRESTRICTED SUBFUND		Fund: <u>12</u> RESTRICTED SUBFUND		Fund: <u>10</u> TOTAL	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100			3,185,227	3,948,585	3,185,227	3,948,585
State Revenues	8600	35,138,226	34,916,158	6,101,641	5,924,257	41,239,867	40,840,415
Local Revenues	8800	11,701,935	14,938,305	2,113,456	2,129,323	13,815,391	17,067,628
TOTAL REVENUES	801	46,840,161	49,854,463	11,400,324	12,002,165	58,240,485	61,856,628
EXPENDITURES:							
Academic Salaries	1000	21,534,413	23,574,597	2,536,737	2,288,195	24,071,150	25,862,792
Classified Salaries	2000	10,294,435	11,200,365	3,032,868	3,621,048	13,327,303	14,821,413
Employee Benefits	3000	7,480,596	8,902,626	1,325,359	1,498,529	8,805,955	10,401,155
Supplies and Materials	4000	634,452	811,297	715,668	1,075,685	1,350,120	1,886,982
Other Operating Expenses and Services	5000	4,847,216	5,958,637	2,673,836	2,333,240	7,521,052	8,291,877
Capital Outlay	6000	1,055,056	589,325	743,361	541,806	1,798,417	1,131,131
TOTAL EXPENDITURES	501	45,846,168	51,036,847	11,027,829	11,358,503	56,873,997	62,395,350
EXCESS / (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	993,993	(1,182,384)	372,495	643,662	1,366,488	(538,722)
OTHER FINANCING SOURCES	8900	1,800,000	5,000,000			1,800,000	5,000,000
OTHER OUTGO	7000	2,399,795	3,817,616	661,487	643,662	3,061,282	4,461,278
NET INCREASE/(DECREASE) IN FUND BALANCE	901	394,198		(288,992)		105,206	
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	2,766,452	3,160,650	1,046,435	757,443	3,812,887	3,918,093
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	2,766,452		1,046,435		3,812,887	
ENDING FUND BALANCE, JUNE 30	905	3,160,650	3,160,650	757,443	757,443	3,918,093	3,918,093

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
20 Debt service Funds:

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2007-08 Budget Year: 2008-09

DEBT SERVICE FUNDS

Description	State Use Only (EDP)	Fund: <u>21</u> BOND INTEREST AND REDEMPTION FUND		Fund: <u>22</u> REVENUE BOND INTEREST AND REDEMPTION FUND		Fund: <u>29</u> OTHER DEBT SERVICE FUND	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800					2,903,714	1,017,040
TOTAL REVENUES	801					2,903,714	1,017,040
Other Financing Sources (CA 8900):							
Interfund Transfers - In	802						
Other Incoming Transfers	803						
TOTAL - OTHER FINANCING SOURCES	808						
Other Outgo (CA 7000):							
Debt Retirement (Long Term Debt) (CA 7100):							
Debt Reduction	711						
Debt Interest and Other Service Charges	712					12,238	
Transfers (Outgoing) (CA 7300 and 7400)	730					11,300,000	9,200,000
Reserve for Contingencies	7900						
TOTAL - OTHER OUTGO	708					11,312,238	9,200,000
NET OTHER FINANCING SOURCES (OTHER OUTGO) (CA 8900/7000)	202					(11,312,238)	(9,200,000)
NET INCREASE/(DECREASE) IN FUND BALANCE	901					(8,408,524)	(8,182,960)
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902					40,660,930	32,252,406
Prior Years Adjustments	903						
Adjusted Beginning Balance	904					40,660,930	
ENDING FUND BALANCE, JUNE 30	905					32,252,406	24,069,446

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
30 Special Revenue Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2007-08 Budget Year: 2008-09

Special Revenue Funds

Description	State Use Only (EDP)	FUND: 33 CHILD DEVELOPMENT FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100	221,308					
State Revenues	8600	825,783	241,262				
Local Revenues	8800	96,138					
TOTAL REVENUES	801	1,143,229	241,262				
EXPENDITURES:							
Academic Salaries	1000	540,726	271,220				
Classified Salaries	2000	217,079	48,930				
Employee Benefits	3000	228,302	105,537				
Supplies and Materials	4000	30,083					
Other Operating Expenses and Services	5000	8,476	75,740				
Capital Outlay	6000	22,785					
TOTAL EXPENDITURES	501	1,047,451	501,427				
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	95,778	(260,165)				
OTHER FINANCING SOURCES	8900						
OTHER OUTGO	7000						
NET INCREASE/(DECREASE) IN FUND BALANCE	901	95,778	(260,165)				
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	353,862	583,554				
Prior Years Adjustments	903	133,914					
Adjusted Beginning Balance	904	487,776					
ENDING FUND BALANCE, JUNE 30	905	583,554	323,389				

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Governmental Funds Group
40 Capital Projects Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2007-08 Budget Year: 2008-09

Capital Projects Funds

Description	State Use Only (EDP)	FUND: 41 CAPITAL OUTLAY PROJECTS FUND		FUND:		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	10,978,183	8,926,718				
Local Revenues	8800	1,028,882	721,150				
TOTAL REVENUES	801	12,007,065	9,647,868				
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	5,152					
Other Operating Expenses and Services	5000	184,718					
Capital Outlay	6000	19,004,075	14,347,868				
TOTAL EXPENDITURES	501	19,193,945	14,347,868				
EXCESS/ (DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	(7,186,880)	(4,700,000)				
OTHER FINANCING SOURCES	8900	6,500,000	4,700,000				
OTHER OUTGO	7000						
NET INCREASE/(DECREASE) IN FUND BALANCE	901	(686,880)					
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	2,391,958	1,705,078				
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	2,391,958					
ENDING FUND BALANCE, JUNE 30	905	1,705,078	1,705,078				

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Proprietary Funds Group
50 Enterprise Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2007-08 Budget Year: 2008-09

ENTERPRISE FUNDS

Description	State Use Only (EDP)	FUND: 51 BOOKSTORE FUND		FUND: 52 CAFETERIA FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
TOTAL INCOME	801	4,356,136	3,819,000	447,374	481,000		
COST of SALES	510	3,299,231	2,940,000				
GROSS PROFIT or (LOSS)	520	1,056,905	879,000	447,374	481,000		
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000	538,178	430,000	251,200	343,000		
Employee Benefits	3000	149,207	125,000	84,732	75,000		
Supplies and Materials	4000	268,592	324,000	44,501	63,000		
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
TOTAL EXPENDITURES	501	955,977	879,000	380,433	481,000		
NET PROFIT OR LOSS	201	100,928		66,941			
OTHER FINANCING SOURCES	8900						
OTHER OUTGO	7000						
NET INCREASE/(DECREASE) IN RETAINED EARNINGS	901	100,928		66,941			
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	957,839	1,058,767	147,259	214,200		
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	957,839		147,259			
ENDING FUND BALANCE, JUNE 30	905	1,058,767	1,058,767	214,200	214,200		

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Proprietary Funds Group
60 Internal Service Funds

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

For Actual Year: 2007-08 Budget Year: 2008-09

INTERNAL SERVICE FUNDS

Description	State Use Only (EDP)	FUND: 61 SELF-INSURANCE FUND		FUND: 69 OTHER INTERNAL SERVICES FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
TOTAL INCOME	801	8,846	12,900	43,506	16,000		
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	15,014	4,000				
Other Operating Expenses and Services	5000	39,207	50,000				
Capital Outlay	6000	13,248					
TOTAL EXPENDITURES	501	67,469	54,000				
NET INCOME / LOSS	201	(58,623)	(41,100)	43,506	16,000		
OTHER FINANCING SOURCES	8900		41,100				
OTHER OUTGO	7000				16,000		
NET INCREASE / (DECREASE) IN RETAINED EARNINGS	901	(58,623)		43,506			
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	205,497	146,874	19,313	62,819		
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	205,497		19,313			
ENDING FUND BALANCE, JUNE 30	905	146,874	146,874	62,819	62,819		

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Fiduciary Funds Group
70 Fiduciary Funds Group

REVENUES, EXPENDITURES, AND FUND BALANCE DATA
 For Actual Year: 2007-08 Budget Year: 2008-09

Fiduciary Funds Group

Description	State Use Only (EDP)	FUND: 71 ASSOCIATED STUDENTS TRUST FUND		FUND: 73 STUDENT BODY CENTER FEE TRUST FUND		FUND:	
		Actual (1)	Budget (2)	Actual (1)	Budget (2)	Actual (1)	Budget (2)
REVENUES:							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800	178,521	160,000	95,742	93,000		
TOTAL REVENUES	801	178,521	160,000	95,742	93,000		
EXPENDITURES:							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	4,533	5,000				
Other Operating Expenses and Services	5000	145,163	155,000				
Capital Outlay	6000						
TOTAL EXPENDITURES	501	149,696	160,000				
EXCESS/(DEFICIENCY) OF REVENUES OVER EXPENDITURES	201	28,825		95,742	93,000		
OTHER FINANCING SOURCES	8900						
OTHER OUTGO	7000						
NET INCREASE/(DECREASE) IN FUND BALANCE	901	28,825		95,742	93,000		
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	902	109,586	138,411	8,170	8,170		
Prior Years Adjustments	903						
Adjusted Beginning Balance	904	109,586		8,170			
ENDING FUND BALANCE, JUNE 30	905	138,411	138,411	8,170	8,170		

SUPPLEMENTAL DATA

Proposition 4: Gann Appropriation Limit

Proposition 4 (November 1979, Special Election) added Article XIII B to the State Constitution to place limitations of the expenditures of State and local governments.

SB 1352, Chapter 1205/80, provided the implementation of Article XIII B. Subsequently, that legislation was amended by SB 98 (Chapter 82/89), AB 198 (Chapter 83/89), and AB 751 (Chapter 1395/89).

Using the method prescribed by the Chancellor's Office and approved by the Department of Finance; please provide district information for the budget year, pursuant to Government Code Sections 7908(c) and 7910, as follows:

Budget Year: 2008-09

Description	State Use Only (EDP)	S11 Amount
Appropriations Limit.	11	\$90,883,234
Appropriations subject to limit.	12	\$43,453,752
Amount of State aid apportionments and subventions included within the proceeds of taxes of the district.	13	\$35,138,226
Amounts excluded from the appropriations subject to limit, such as unreimbursed federal, State, or court mandates.	14	\$0

SUPPLEMENTAL DATA

For Actual Year: 2007-08

Description	State Use Only (EDP)	General Fund Total No. S10
A. NET ENDING BALANCE	905	3,918,093
Identify the following legally restricted or Board designated amounts <i>within the net ending balance:</i>		
B. Noncash Assets (items of noncash nature not readily available to meet fund expenditures)		
Investments (at cost)	611	
Student Loans Receivable	612	
Stores, Inventories, and Prepaid Items	613	
Subtotal B	619	
C. Amounts restricted by law (legal requirement) includes specific tax revenues, grants, and appropriations for special purposes.)		
Federal and State	621	414,831
Local	622	342,612
Subtotal C	629	757,443
D. Subtotal, Reserved (B + C)	675	757,443
E. Amounts committed by contract/other legal obligations:		
Capital Outlay and Equipment Replacement	631	
Collective Bargaining Contracts, Personal Services, and/or Consulting Contracts	632	
Other	633	
Subtotal E	639	
F. Amounts for district's self-insurance program	649	
G. Amounts for court order payments	659	
H. Amounts designated by Board action for specific future purposes excluding amounts above:		
Capital Outlay and Equipment Replacement	661	
Personal Services and/or Consulting Contracts	662	
General Reserve	663	
Other	664	
Subtotal H	669	
I. TOTAL, DESIGNATED AMOUNTS (D through H)	679	757,443
J. UNCOMMITTED BALANCE (A less I)	690	3,160,650

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Analysis of compliance with the 50 Percent Law (ECS 84362)
The Current Expense of Education

SUPPLEMENTAL DATA

For Actual Year: 2007-08

S11 GENERAL FUND - UNRESTRICTED SUBFUND			
Object Category	State Use Only (EDP)	ECS 84362(a) Instructional Salary Costs (AC 0100-5900 and AC 6110) (1)	ECS 84362(b) Total (AC 0100 - 6799) (2)
Academic Salaries (CA 1000):			
Instructional Salaries (CA 1100 and 1300)	407	19,052,166	19,074,321
Noninstructional Salaries (CA 1200 and 1400)	408		1,715,949
Subtotal Academic Salaries	409	19,052,166	20,790,270
Classified Salaries (CA 2000):			
Noninstructional Salaries (CA 2100 and 2300)	411		7,729,996
Instructional Aides (CA 2200 and 2400)	416	1,550,993	1,791,657
Subtotal Classified Salaries	419	1,550,993	9,521,653
Employee Benefits (CA 3000)	429	3,940,187	7,066,053
Supplies and Materials (CA 4000)	435		611,928
Other Operating Expenses and Services (CA 5000)	449	232,644	4,614,368
Equipment Replacement (CA 6400 Equipment, subsidiary "Replacement")	451		2,659
TOTAL (409 + 419 + 429) and (435 + 449 + 451)	459	24,775,990	42,606,931
Less Exclusions for Current Expense of Education	469		
TOTALS for ECS 84362, 50 Percent Law (459 - 469)	470	24,775,990	42,606,931
Percentage of CEE (EDP 470, col. 1 divided by EDP 470, col. 2)	471	58.15%	100.00%
50 Percent of Current Expense of Education (50% of EDP 470, col. 2)	472		21,303,465
Nonexempted Deficiency from second preceding fiscal year	473		
Amount Required to be Expended for Salaries of Classroom instructors (472 + 473)	474		21,303,465

SUPPLEMENTAL DATA

For Actual Year: 2007-08

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
Federal Revenues (CA 8100):				
Forest Reserve	8110			
Higher Education Act	8120		1,928,537	1,928,537
Workforce Investment Act	8130			
Temporary Assistance for Needy Families (TANF)	8140		156,300	156,300
Student Financial Aid	8150		33,351	33,351
Veterans Education	8160		2,336	2,336
Vocational and Technical Education Act (VTEA)	8170		339,321	339,321
Other Federal Revenues	8190		725,382	725,382
TOTAL FEDERAL REVENUES	8100		3,185,227	3,185,227
State Revenues (CA 8600)				
General Apportionments (CA 8610)				
Apprenticeship Apportionment	121			
State General Apportionment	122	34,952,412		34,952,412
Other General Apportionments	123	5,122		5,122
General Categorical Programs (CA 8620)				
Child Development	124		149,714	149,714
Extended Opportunity Programs and Services (EOPS)	125		1,300,282	1,300,282
Disabled Students Programs and Services (DSPS)	126		833,151	833,151
Temporary Assistance for Needy Families (TANF)	127			
CA Work Oppor. & Responsibility to Kids (CalWORKs)	128		576,380	576,380
Telecomm. and Technology Infrastructure Program (TTIP)	129		45,183	45,183
Other General Categorical Programs	130		1,772,726	1,772,726
Reimbursable Categorical Programs (CA 8650)				
Instructional Improvement Grant	132		175,000	175,000
Other Reimbursable Categorical Programs	133		100,000	100,000
State Tax Subventions (CA 8670):				
Homeowners' Property Tax Relief	134	180,692		180,692
Timber Yield Tax	135			
Other State Tax Subventions	136			
State Non-Tax Revenues (CA 8680):				
State Lottery Proceeds	137		1,149,205	1,149,205
State Mandated Costs	138			
Other State Non-Tax Revenues	139			
Other State Revenues	8690			
TOTAL STATE REVENUES	8600	35,138,226	6,101,641	41,239,867

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Detail of General Fund Revenues

SUPPLEMENTAL DATA

For Actual Year: 2007-08

Description	State Use Only (EDP)	Fund S11	Fund S12	Fund S10
		Unrestricted	Restricted	Total General Fund
		Actual (1)	Actual (1)	Actual (1)
Local Revenues (CA 8800):				
Property Taxes (CA8810):				
Tax Allocation, Secured Roll	8811	12,459,726		12,459,726
Tax Allocation, Supplemental Roll	8812	813,391		813,391
Tax Allocation, Unsecured Roll	8813	624,252		624,252
Prior Years Taxes	8816	995,775		995,775
Education Revenue Augmentation Fund (ERAF)	8817	(5,997,745)		(5,997,745)
Contributions, Gifts, Grants, and Endowments	8820			
Contract Services (CA 8830):				
Contract Instructional Services	140			
Other Contract Services	141		17,965	17,965
Sales and Commissions	8840			
Rentals and Leases	8850	16,992		16,992
Interest and Investment Income	8860	379,111		379,111
Student Fees and Charges				
Community Services Classes	8872		304,989	304,989
Dormitory	8873			
Enrollment	8874	1,934,388		1,934,388
Field Trips and use of Nondistrict Facilities	8875			
Health Services	8876			
Instructional Materials Fees and Sales of Materials	8877			
Insurance	8878			
Student Records	8879	52,138		52,138
Nonresident Tuition	8880	242,412		242,412
Parking Services and Public Transportation	8881		535,264	535,264
Other Student Fees and Charges	8885			
Other Local Revenues	8890	181,495	1,255,238	1,436,733
TOTAL LOCAL REVENUES	8800	11,701,935	2,113,456	13,815,391
TOTAL REVENUES (8100 + 8600 + 8800)	801	46,840,161	11,400,324	58,240,485
Other Financing Sources (CA 8900):				
Proceeds of General Fixed Assets	8910			
Proceeds of General Long-Term Debt	8940			
Incoming Transfer	8980	1,800,000		1,800,000
TOTAL OTHER FINANCING SOURCES	8900	1,800,000		1,800,000
TOTAL REVENUES AND OTHER FINANCING SOURCES	899	48,640,161	11,400,324	60,040,485

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
 S10 General Fund - Combined
 (Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2007-08

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Agriculture and Natural Resources	0100	290,556		10,916	9,768		311,240
Architecture and Environmental Design	0200						
Environmental Sciences and Technologies	0300						
Biological Sciences	0400	768,899		51,442	25,916		846,257
Business and Management	0500	1,142,405		8,617	4,601		1,155,623
Communications	0600						
Information Technology	0700	598,512		5,103			603,615
Education	0800	1,327,028	93,236	234,572	7,940		1,662,776
Engineering and Industrial Tech.	0900	1,847,396		217,927	138,248		2,203,571
Fine and Applied Arts	1000	944,928		88,077	12,996		1,046,001
Foreign Language	1100	430,083		1,892			431,975
Health	1200	2,200,651		109,432	83,568		2,393,651
Family and Consumer Sciences	1300	246,485		11,716			258,201
Law	1400						
Humanities (Letters)	1500	2,357,326		16,230			2,373,556
Library Science	1600						
Mathematics	1700	1,720,087		3,199			1,723,286
Military Studies	1800						
Physical Sciences	1900	556,651		22,316	11,579		590,546
Psychology	2000	440,036		2,722			442,758
Public and Protective Services	2100	408,860		87,127			495,987
Social Sciences	2200	1,151,251		3,219			1,154,470
Commercial Services	3000	221,377		45,494			266,871
Interdisciplinary Studies	4900	9,295,669	144,184	50,069	27,220		9,517,142
Instruct. Staff-Retir's Bnfts & Retire. Incents	5900	56,944					56,944
Subtotal - Instructional Activities	599	26,005,144	237,420	970,070	321,836		27,534,470

** Salaries and Benefits of staff in noninstructional assignments * Salaries and Benefits of instructors and instructional aides in instructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
S10 General Fund - Combined
(Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2007-08

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Instruct. Admin. & Instruct. Governance (6000)							
Academic Administration	6010		595,598	194,327			789,925
Course and Curriculum Development	6020						
Academic/Faculty Senate	6030		255,656	3,193			258,849
Other Instruct. Admin. & Instruct. Governance	6090		1,607,538	136,118	9,619		1,753,275
Subtotal - Instructional Administration	6000		2,458,792	333,638	9,619		2,802,049
Instructional Support Services (6100)							
Learning Center	6110						
Library	6120						
Media	6130		716,752	93,808	60,318		870,878
Museums and Galleries	6140		116,219	11,107	24,263		151,589
Academic Information Systems and Tech.	6150						
Other Instructional Support Services	6190						
Subtotal - Instructional Support Services	6100		832,971	104,915	84,581		1,022,467
Admissions and Records	6200		769,585	15,098			784,683
Student Counseling and Guidance (6300)							
Counseling and Guidance	6310						
Matriculation and Student Assessment	6320		674,350	10,636			684,986
Transfer Programs	6330		763,180	82,476			845,656
Career Guidance	6340						
Other Student Counseling and Guidance	6390		391,871	116,387	9,060		517,318
Subtotal - Student Counseling and Guidance	6300		1,829,401	209,499	9,060		2,047,960

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
 S10 General Fund - Combined
 (Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2007-08

S10 GENERAL FUND - COMBINED							
Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
Other Student Services (6400)							
Disabled Students Program & Services (DSPS)	6420		1,136,857	20,427			1,157,284
Extended Opportunity Prgms. & Services (EOPS)	6430		895,322	81,822	1,276	478,603	1,457,023
Health Services	6440						
Student Personnel Administration	6450		1,134,570	720,534	5,485		1,860,589
Financial Aid Administration	6460		1,086,291	61,529			1,147,820
Job Placement Services	6470		66,145	16,127	6,009		88,281
Veterans Services	6480			4,066			4,066
Miscellaneous Student Services	6490		408,320	167,436			575,756
Subtotal - Other Student Services	6400		4,727,505	1,071,941	12,770	478,603	6,290,819
Operation and Maintenance of Plant (6500)							
Building Maintenance and Repairs	6510		786,502	166,649	365,705		1,318,856
Custodial Services	6530		979,098	79,975			1,059,073
Grounds Maintenance and Repairs	6550		472,678	20,735			493,413
Utilities	6570			1,939,687			1,939,687
Other Operation and Maintenance of Plant	6590		210,098	68,016	1,821		279,935
Subtotal - Operation and Maintenance of Plant	6500		2,448,376	2,275,062	367,526		5,090,964
Planning, Policymaking, and Coordination	6600		1,609,356	899,166	11,828		2,520,350

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
 S10 General Fund - Combined
 (Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2007-08

S10 GENERAL FUND - COMBINED

Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS		Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)
		Instructional* (1)	Noninstructional** (2)				
General Institutional Support Services (6700)							
Community Relations	6710		191,085				191,085
Fiscal Operations	6720		767,840	851,257			1,619,097
Human Resources Management	6730		944,939	158,043			1,102,982
Noninstrl. Staff Retirees' Bnfts. & Retire. Incents.	6740		209,569				209,569
Staff Development	6750			6,108			6,108
Staff Diversity	6760			9,609			9,609
Logistical Services	6770		1,150,511	597,469	890,356		2,638,336
Management Information Systems	6780		626,188	681,234	1,017		1,308,439
Other General Institutional Support Services	6790		973,362	545,144	81,112		1,599,618
Subtotal - General Institutional Support Services	6700		4,863,494	2,848,864	972,485		8,684,843
Community Svcs. & Economic Develop. (6800)							
Community Recreation	6810						
Community Service Classes	6820	49,466	146,596	71,024			267,086
Community Use Facilities	6830		126,853	11,571	4,666		143,090
Economic Development	6840						
Other Community Svcs. & Economic Development	6890						
Subtotal - Community Services	6800	49,466	273,449	82,595	4,666		410,176

* Salaries and Benefits of instructors and instructional aides in instructional assignments

** Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report

Expenditures by Activity
 S10 General Fund - Combined
 (Total Unrestricted and Restricted)

SUPPLEMENTAL DATA

For Actual Year: 2007-08

S10 GENERAL FUND - COMBINED										
Activity Classification	State Use Only (EDP)	SALARIES and BENEFITS			Operating Expenses (4000 - 5000) (3)	Capital Outlay (6000) (4)	Other Outgo (7000) (5)	Total (1000 - 7000) (6)		
		Instructional* (1)	Noninstructional** (2)							
Ancillary Services (6900)										
Bookstores	6910									
Child Development Centers	6920		99,449	36,935	4,046		140,430			
Farm Operations	6930									
Food Services	6940									
Parking	6950									
Student and Co-curricular Activities	6960									
Student Housing	6970									
Other Ancillary Services	6990									
Subtotal - Ancillary Services	6900		99,449	36,935	4,046		140,430			
Auxiliary Operations (7000)										
Contract Education	7010									
Other Auxiliary Operations	7090									
Subtotal - Auxiliary Operations	7000			23,389			23,389			
Physical Property and Related Acquisitions (7100)	7100			23,389			23,389			
Long-Term Debt and Other Financing (7200)										
Long-Term Debt	7210									
Tax Revenue Anticipation Notes	7220					2,398,595	2,398,595			
Other Financing	7290									
Subtotal - Long-Term Debt and Other Financing	7200					2,398,595	2,398,595			
Transfers, Student Aid, and Other Outgo (7300)										
Transfers	7310									
Student Aid	7320									
Other Outgo	7330					184,084	184,084			
Subtotal - Transfers, Student Aid, and Other Outgo	7300					184,084	184,084			
TOTAL EXPENDITURES and OTHER OUTGO	391	26,054,610	20,149,798	8,871,172	1,798,417	3,061,282	59,935,279			

* Salaries and Benefits of instructors and instructional aides in instructional assignments
 ** Salaries and Benefits of staff in noninstructional assignments

CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report
SUPPLEMENTAL DATA

Receipt and Expenditures of Lottery Proceeds

L10 GENERAL FUND

For Actual Year: 2007-08

Budget Year: 2008-09

Description	State Use Only (EDP)	Instructional Activities (0100 - 5900) (1)	Instructional & Institutional Support Activities (6000 - 6700) (2)	Others (3)	Total (Col. 1 thru 3) (4)
1. 06/30/07 Reported Ending Balance	902				79,700
2. Adjustments	903				
3. Adjusted Beginning Balance (lines 1 + 2)	904				79,700
Part I. Actual Fiscal Year Data					
4. State Lottery Proceeds:					
a) Cash Received	869A				584,122
b) Accrued	860A				565,083
Expenditures:					
5. Salaries and Benefits (Objects 1000 - 3000)	100A	52,311			52,311
6. Supplies and Materials (Object 4000)					
(a) Software	210A				
(b) Books, Magazines, & Periodicals	220A				
(c) Instructional Supplies & Materials	230A				
(e) Noninstructional Supplies & Materials	240A	4,999			4,999
7. Other Oper. Exp. & Services (5000)	400A	11,003	1,129,932		1,140,935
8. Capital Outlay:					
a) Library Books (Object 6300)	630A				
b) Equipment (Object 6400)	640A	27,175	1,821		28,996
9. Other	650A				
10. Total Expenditures (add lines 5 thru 9)	501A	95,488	1,131,753		1,227,241
11. 06/30/08 Balance (lines 3 + 4 - 10)	905A				1,664
Part II. Budget Fiscal Year Data					
12. State Lottery Proceeds (estimated)	869B				1,149,000
Expenditures:					
13. Salaries and Benefits (Objects 1000 - 3000)	100B	61,528			61,528
14. Supplies & Materials (Object 4000)					
(a) Software	210B				
(b) Books, Magazines, & Periodicals	220B				
(c) Instructional Supplies & Materials	230B				
(e) Noninstructional Supplies & Materials	240B				
15. Other Oper. Exp. & Services (Object 5000)	400B		1,089,136		1,089,136
16. Capital Outlay:					
a) Library Books (Object 6300)	630B				
b) Equipment (Object 6400)	640B				
17. Other	650B				
18. Total Expenditures (add lines 13 thru 17)	501B	61,528	1,089,136		1,150,664
19. 06/30/09 Projected Balance (add lines 11 + 12 - 18)	905B				

**CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report**

SUPPLEMENTAL DATA

Analysis of Interfund Transfers

For Actual Year: 2007-08

Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
10	IN	General Funds	1,800,000	
29	OUT	Other Debt Service Fund		1,800,000
41	IN	Capital Outlay Projects Fund	6,500,000	
29	OUT	Other Debt Service Fund		6,500,000
52	IN	Cafeteria Fund	95,742	
73	OUT	Student Body Center Fee Trust Fund		95,742

**CALIFORNIA COMMUNITY COLLEGES
Annual Financial and Budget Report**

**** Summary Page ****

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SUPPLEMENTAL DATA

Analysis of Interfund Transfers

For Actual Year: 2007-08

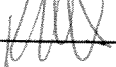
Fund #	In/Out	Fund Title	Amount Transferred In	Amount Transferred Out
Summary Totals				
	Totals		8,395,742	8,395,742
10		General Funds	1,800,000	
29		Other Debt Service Fund		8,300,000
41		Capital Outlay Projects Fund	6,500,000	
52		Cafeteria Fund	95,742	
73		Student Body Center Fee Trust Fund		95,742

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

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

TOPIC: First Reading – Board Policy 8000 – Police Department

SUBMITTED BY: Robert Silverman, Superintendent/ President

APPROVED BY: Robert Silverman  _____

Description/Background:

This policy creates a legal guideline for the Victor Valley Community College District Police Department. It has been reviewed by experts in the field.

Need:

Current Board Policy has been reviewed and the proposed policy updates the original. The proposed policy will ensure legal direction for the Victor Valley Community College District Police Department.

Fiscal Impact: None

Recommended Action: None. For first reading consideration.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

POLICE DEPARTMENT SAFETY & SECURITY

Chapter 8

Police Department

BP 8000

Within the requirements of state and federal laws, the Board of Trustees of the Victor Valley Community College District has established the Victor Valley College Police Department in order to ensure a safe and secure environment for students, staff and campus visitors. The department shall have jurisdiction to enforce the law on or near the Bear Valley Campus and other grounds or properties owned, controlled, operated, controlled or administered by the District.

The police department shall be supervised by one Chief of Police, who shall report to the Superintendent/President or his/her designee. The Superintendent/President shall establish minimum qualifications of employment for the Chief of Police including, but not limited to, prior employment as a peace officer and certified by California Peace Officer Standards and Training (POST) commission.

The District is authorized to employ state-certified peace officers to protect the persons, property, and facilities of the Victor Valley Community College District in accordance with state and federal laws. College police officers shall comply with all applicable state of California peace officer certification and training requirements as established per the POST and have successfully completed an accredited academy training program. The district is further authorized to employ public safety officers who meet the requirements set out in Education Code Section 72330.5. District police officers and safety officers shall be employed as members of the classified service but shall when duly sworn be peace officers as defined by law. Prior to employment, police officers shall satisfy the POST training requirements set forth in Penal Code Section 830, et seq.

The Superintendent/President or her/his designee shall ensure that every peace officer of the Police Department first employed by the district before July 1, 1999, satisfies the requirements of state law regarding qualifications for continued employment.

Every member of the Police Department shall be issued a suitable identification card and badge bearing the words "Victor Valley College Police..."

The Victor Valley Community College Police Chief in coordination with the Victor Valley Community College Vice President for Human Resources will provide appropriate staff training to carry out the emergency disaster plan. An overview of the plan shall be available to district employees upon request.

The chief of police shall be responsible for maintaining compliance with all federal and state mandated crime statistics reporting procedures. He/she shall also ensure that, as required by Education Code, police department staff prepare and update annual reports of all criminal and crime-related incidents reported to campus police and security personnel.

The Superintendent/President shall issue such other regulations as may be necessary for the administration of the Police Department.

References: California Penal Code 830.32, 11160
Education Codes 72330, 72330.5, 67380, 67381

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

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

TOPIC: First Reading – Board Policy 8010 – Weapons on Campus

SUBMITTED BY: Robert Silverman, Superintendent/ President

APPROVED BY: Robert Silverman  _____

Description/Background:

This new Board Policy clearly defines the presences of firearms on campus. There was no policy at this time.

Need:

Firearms on campus pose a serious liability to the District. Board direction is required to ensure firearm safety.

Fiscal Impact: None

Recommended Action: None. For first reading consideration.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

POLICE DEPARTMENT SAFETY & SECURITY

Chapter 8

Weapons on Campus

BP 8010

Firearms or other weapons shall be prohibited on any college or District center or in any facility of the District except for activities conducted under the direction of District officials or as authorized by an official law enforcement agency.

Persons employed by the District as sworn peace officers shall be authorized to carry weapons, as directed by the Chief of Police and/or the Superintendent/President.

Persons other than the above employees shall not bring weapons onto District property. Members of an official public law enforcement agency who are required to carry weapons shall notify the campus Police Chief of this resource on campus.

Reference:

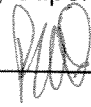
Penal Code Sections 626.9, 832(b) (c), 12002, 12403
Education Codes Sections: 72330, 72330.2, 72330.5

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

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

TOPIC: First Reading – Board Policy 8020 – Campus Disaster Preparedness & Safety/Emergency Plan

SUBMITTED BY: Robert Silverman, Superintendent/ President

APPROVED BY: Robert Silverman  _____

Description/Background:

To ensure the safety of all on campus, it is necessary to plan for the possible eventuality of a major disaster in our region. The College Board of Trustees must establish and maintain an emergency plan.

Need:

To meet requirements of National Incident Management system (NIMS), the state Standardized Emergency Management System (SEMS), and the State of California.

Fiscal Impact: None

Recommended Action: None. For first reading consideration.

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

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

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

POLICE DEPARTMENT SAFETY & SECURITY

Chapter 8

**CAMPUS DISASTER PREPAREDNESS & SAFETY/
EMERGENCY PLAN**

BP 8020

The 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.

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. The campus plan shall include information and procedures in compliance with the tenets of the National Incident Management System (NIMS) and the state Standardized Emergency Management System (SEMS).

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.

An operational plan to implement these policies shall be prepared at the discretion of the Superintendent/President. This plan shall be reviewed annually and revised as necessary.

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: AFT-PTFU INITIAL NEGOTIATIONS PROPOSAL TO DISTRICT

SUBMITTED BY: AFT-PTFU

RECOMMENDED BY: Fusako Yokotobi [Signature]

APPROVED BY: Robert Silverman [Signature]

Description/Background:

The AFT-PTFU wishes to sunshine the following articles per article 19 of the AFT-PTFU contract:
1. Change 60% rule to 67% in article 9 to be consistent with the education code and to change the minimum class size from 20 to 22.
2. Change 60% to 67% in article 2 to be consistent with the education code.

At the next board meeting in December 2008, a public hearing will be held to receive comments from the public.

Need:

The AFT-PTFU wishes to sunshine the articles listed above per article 19 of the AFT-PTFU contract.

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___


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

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

TOPIC: CTA INITIAL NEGOTIATIONS PROPOSAL TO DISTRICT

SUBMITTED BY: The Victor Valley College Faculty Association/California Teachers Association/Chapter 1169/CCA/NEA

RECOMMENDED BY: Fusako Yokotobi  _____

APPROVED BY: Robert Silverman  _____

Description/Background:

The Victor Valley College Faculty Association/California Teachers Association/Chapter 1169/CCA/NEA wishes to sunshine and reopen article 40: TERM and extend the contract through June 2012.

At the next board meeting in December 2008, a public hearing will be held to receive comments from the public.

Need:

The Victor Valley College Faculty Association/California Teachers Association/Chapter 1169/CCA/NEA wishes to sunshine and reopen article 40: TERM and extend the contract through June 2012.

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES X NO ___