

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

Date: February 9, 2010

Place: Regular Meeting 5 p.m.: Board Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

REGULAR MEETING AGENDA

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

1. **CALL TO ORDER** 5 p.m.
ROLL CALL
PLEDGE OF ALLEGIANCE
2. **ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA**
3. **OPEN SESSION REGULAR MEETING** 5 p.m.
 - 3.1 Board President Report

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 December 8, 2009 regular Board meeting and the January 15, 2010 special Board meeting.
- 5.2 Agreement – Independent Contractor – Anton P. Morrisette
Ratification of the agreement between Victor Valley Community College District and Anton P. Morrisette to support the Datatel system. The period of this agreement is from December 1, 2009 through June 30, 2010. Fiscal Impact: Budgeted, \$75/hour, not to exceed \$5,000/month.

BOARD OF TRUSTEES: Dennis Henderson, Chris Mollenkamp, Donald Nelson, Joe Range, Angela Valles, ASB Member

- 5.3 Ratification of Agreements – Off Campus Locations
Ratification of the agreements between Victor Valley Community College District and off campus facilities to provide classroom space for the Winter, Spring, Summer and Fall semesters of the 2009-10 academic year. Fiscal Impact: Not to exceed \$15,000.00
- 5.4 Agreement – Independent Contractor – Charles Stanzione
Ratification of the agreement between Victor Valley Community College District and Charles Stanzione to provide for the student administrative appeal process for parking citations. The period of this agreement shall be December 16, 2009. Fiscal Impact: Budgeted, not to exceed \$150.00.
- 5.5 Agreement – Community College Search Services
Ratification of the agreement between Victor Valley Community College District and Community College Search Services to provide placement services to the Financial Aid Department. The period of this agreement is from October 20, 2009 through June 30, 2010. Fiscal Impact: Budgeted, \$1,000.00 per month.
- 5.6 Revised Job Description – Lead Systems Programmer/Analyst
Approval of the revised job description for Lead Systems/Programmer/Analyst. Fiscal Impact: None (There are minor revisions to the job description, not an additional position)
- 5.7 Agreement – California Department of Education
Acceptance of the resolution and agreement between Victor Valley Community College District and California Department of Education to purchase instructional materials and supplies for the Child Development Center. The period of this agreement is from July 1, 2009 through June 30, 2010. Fiscal Impact: \$500.00 income to the District.
- 5.8 Agreement – Independent Contractor – Ebmeyer Charter and Tour
Approval of the agreement Victor Valley Community College District and Ebmeyer Charter and Tour to provide transportation services for the TRIO Programs (SSS, UB, UBMS) participants during the 2009-2010 academic year. The period of this agreement is February 10, 2010 through June 30, 2010. Fiscal Impact: Budgeted, \$30,000.00 – funded by TRIO (SSS, UB, UBMS).
- 5.9 Out of State Travel – Student
Approval of the out of state travel for staff/students listed to travel to Washington, D.C. to attend the American Student Association of Community Colleges (A.S.A.C.C.) National Student Advocacy & Leadership Conference from March 20, 2010 through March 23, 2010. Fiscal Impact: None to the District. Associated Student Body funds not to exceed \$14,000.00
- 5.10 Agreements – Contract Education Services
Approval of the Contract Education Services agreements listed that are being offered by the Contract Education Department. Fiscal Impact: \$17,390.00 income to the District.

Vendor:	Income to the District
Archangel	\$ 2000.00
Centurion Technical Services	\$ 500.00
Debbi Harper	\$ 290.00
Kids Out Now, L.L.C. (01/23/10 – 05/01/10)	\$ 500.00
Kids Out Now, L.L.C. (02/20/10 – 04/24/10)	\$ 500.00
Learn CPR 4 Life	\$ 9,000.00
Preston Guillory Investigation	\$ 4,000.00
Voices for All	\$ 600.00
Total:	\$17,390.00

5.11 Agreements – Contract Education Services

Approval of the Contract Education Services agreements listed that are being offered by the Contract Education Department. Fiscal Impact: \$2,400.00 income to the District.

Vendor:	Income to the District
Gus Jr. Restaurant	\$ 300.00
IHOP Restaurant	\$ 300.00
Lotus Restaurant	\$ 300.00
New China Buffet	\$ 300.00
Platas Restaurant	\$ 300.00
Super Target	\$ 300.00
Star Restaurant	\$ 300.00
TA Center	\$ 300.00
Total:	\$2,400.00

5.12 Agreement – Independent Contractor – Pamela Penland

Ratification of the agreement between Victor Valley Community College District and Pamela Penland to temporarily assist the Interim Director of Financial Aid to make recommendations for internal departmental improvements. The period of this agreement is from January 4, 2010 through March 31, 2010. Fiscal Impact: Budgeted, \$1,148.16 per month.

5.13 Library Online Database Subscriptions

Approval of the renewal and purchase of online database subscriptions through the Community College Library Consortium for the period of January 1, 2010 through December 31, 2010. Fiscal Impact: Budgeted, \$3,314.00

5.14 Memorandum of Understanding – Ed2Go

Acceptance of a Memorandum of Understanding between Victor Valley Community College District and Ed2Go to offer Web-based, no credit training and instruction via the Internet. Fiscal Impact: \$5,000.00 income to the District.

5.15 Site License Addendum - Eureka

Ratification of the agreement between Victor Valley Community College District and Eureka to extend the license agreement through March 31, 2010. This software allows students to explore majors and career possibilities. Fiscal Impact: Budgeted, \$3,437.23 – Counseling.

5.16 License Renewal - Chariot Software Group

Approval of the annual license between Victor Valley Community College District and Chariot Software Group to provide web-grade services for faculty to provide assessment, classroom management, and test preparation solutions. The period of this agreement is from March 1, 2010 through February 28, 2011. Fiscal Impact: Budgeted, \$995.00 – Instruction.

5.17 Agreement – Robert H. Ballard Rehabilitation Hospital

Ratification of an agreement between Victor Valley Community College District and Robert H. Ballard Rehabilitation Hospital to provide clinical learning facilities for health sciences programs. The period begins January 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None

5.18 Award Contract – JMJ Contractors

Ratification of the agreement between Victor Valley Community College District and JMJ Contractors for parking lot #12 repairs. Fiscal Impact: Scheduled Maintenance State \$17,908.50 and District \$17,908.50 for a total fiscal impact of \$35,817.00.

- 5.19 Notice of Completion – Carpet Replacement
Approval of the Notice of Completion for the carpet replacement project. Fiscal Impact: None
- 5.20 Notice of Completion – Roof Repairs
Approval of the Notice of Completion for roof repairs. Fiscal Impact: None
- 5.21 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.22 Board of Trustees Budget Transfer Request Report
Approval of the Board of Trustees Budget Transfer Request Report. Fiscal Impact: None

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda YES ___ NO ___
- 6.2 Administrative Procedure 2410 Policy and Administrative Procedure YES ___ NO ___
Direct Superintendent/President to prepare an Administrative Procedure that addresses the annual review of Board Policies, Chapter 2.
- 6.3 Excused Absence of Trustee – Don Nelson YES ___ NO ___
Consider adoption of a resolution, excusing the absence of Trustee Don Nelson from the October 13, 2009 regular meeting of the Board and allowing him to be compensated for that meeting.
- 6.4 Excused Absence of Trustee – Dennis Henderson YES ___ NO ___
Consider adoption of a resolution, excusing the absence of Trustee Dennis Henderson from the December 8, 2009 regular meeting of the Board and allowing him to be compensated for that meeting.

10. ADMINISTRATIVE SERVICES

- 10.1 Adopt Resolution/Agreement – Great American Plan Administrators YES ___ NO ___
Adoption of the resolution and ratification of the agreement with Great American Plan Administrators to provide Third Party Administrator Services and Committer Remitter Services for the existing voluntary 457 retirement plan. Fiscal Impact: None
- 10.2 Revised Lease Agreement – Xerox Corporation YES ___ NO ___
Approval of the revised six-year lease agreement with Xerox Corporation to permit the trade-in of three older model copier machines and controllers used in the Campus Print shop for new, upgraded models at a reduced cost to the college. Fiscal Impact: Projected \$3,893 a month for the first six months with a projected savings of \$23,358.00 and projected \$2,014 a month for the remaining 7-72 months with a projected savings of \$132,924. Total projected savings: \$156,282.00.

- 10.3 Site Ground Lease Agreement YES ___ NO ___
Authorization to execute the Site Ground Lease agreement between Victor Valley Community College District and Excelsior Education Center for school purposes as authorized by the Charter Agreement between Victor Valley Union High School District and Excelsior Education Center and in accordance with California Education Code Sections 81430 to 81432. Fiscal Impact: Income to the District, \$35,712 monthly (May 2010 to December 2010); \$36,783.36 monthly (January 2011 to December 2011; total base contract \$727,096.36. Utilities and parking to be paid by Excelsior.
- 10.4 Non-Resident Tuition Fee YES ___ NO ___
Approval of the non-resident tuition rate of \$183 per unit (statewide basis). Fiscal Impact: \$135,000 annually in non-resident tuition fees.
- 10.5 Foundation Donations YES ___ NO ___
Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$229,964.73 and transferred \$33,748.85 in student scholarships for a total cash contribution of \$263,713.58. The Foundation has also received and is transferring ownership of in-kind (non-cash) gifts valued at \$9,201. Total contributions from the Foundation for October-December 2009 are \$272,914.58 to the District.
- 10.6 2008-2009 Performance Audit on General Obligation Bonds YES ___ NO ___
Acceptance of the 2008-2009 bond performance audit as presented. Fiscal Impact: None
- 10.7 Adoption of Resolution and Memorandum of Understanding between the City of Victorville, City of Hesperia, Excelsior Education Center, and the Associated Student Body of Victor Valley Community College YES ___ NO ___
Adoption of the resolution and authorization of the Memorandum of Understanding to be signed by Superintendent/President upon approval by other agencies. Fiscal Impact: Not to exceed \$128,000 (Locally bond funded).
- 11. HUMAN RESOURCES**
- 11.1 Academic First-Year Contract Recommendations YES ___ NO ___
Approval to enter into a one-year contract with Linda Lorena Garcia, Counselor (Career & Transfer) for the 2010-2011 academic year. Fiscal Impact, Budgeted item.
- 11.2 Academic Second-Year Contract Recommendations YES ___ NO ___
Approval to enter into a two-year contract with Marsha Cole (Child Development) and Yoko Inagi (Librarian) for the 2010-2011 and 2011-2012 academic years. Fiscal Impact: Budgeted item.
- 11.3 Academic Tenure Recommendations YES ___ NO ___
Approval to grant tenure for all subsequent academic years to the following probationary employees: Dino Bonzonelos, Gregory Jones, Renate Longoria, Said Ngobi, David Oleson, and Michael Visser. Fiscal Impact: Budgeted item.

11.4 New Classified Position, Child Development Center Associate Teacher YES ___ NO ___
Approval of the new classified position of Child Development Center
Classified Associate teacher, effective February 10, 2010. Fiscal Impact:
Range 10, \$2919-\$3724), grant funded.

11.5 New Classified Position, Laboratory Aide YES ___ NO ___
Approval of the new classified position of Laboratory Aide (10 months),
effective February 10, 2010. Fiscal Impact: Range 12, \$3,384-\$4,319.

11.6 New Classified Position, Child Development Center Classified Site Supervisor YES ___ NO ___
Approval of the new classified position of Child Development Center
Classified Site Supervisor, effective February 10, 2010. Fiscal Impact:
Range 14, (\$4441-\$5666), grant funded.

12. INFORMATION/DISCUSSION

12.1 Monthly Financial Reports
Submitted as an informational item.

12.2 Superintendent/President's Goals
Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

13.1 Foundation

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: December 8, 2009

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

CALL TO ORDER

5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on December 8, 2009 in the Board Room of the Administration building. Mr. Range, Board President called the meeting to order at 5:01 p.m.

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

Absent: Dennis Henderson, Trustee
Mary Mazolla, Student Trustee

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

PLEDGE OF ALLEGIANCE

Lori Kildal led the Pledge of Allegiance to the Flag.

Mr. Range announced that Dr. Silverman had been hospitalized and will be missed this evening. In addition, Mr. Henderson was ill and would not be attending.

As a result of the board operating on a rotational basis, Angela Valles will be seated on the board as President, Chris Mollenkamp as Vice President, Dennis Henderson as Clerk, Don Nelson as member, and myself as member.

Mr. Range passed the gavel to Trustee Valles and looks forward to working with her and supporting her as she moves along as the new president.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: Agenda item 10.1 – the docket listed the month of January and the correct month should read February.

2. CLOSED SESSION

5-5:30 p.m.

(a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Government Code Section 54957

Director, Evening Operations, Instructional Support Programs
Director of the Associate Degree Nursing Program and Allied Health
Executive Dean, Technology & Information Resources

BOARD OF TRUSTEES: Dennis Henderson, Chris Mollenkamp, Donald Nelson, Joe Range, Angela Valles, ASB Member

Vice President, Administrative Services

(b) PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE – Government Code Section 54957

Employee Number 021312809

At 5:06 p.m. Board president, Ms. Valles recessed to closed session.

PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: None

WORKSHOP

Staff Lounge Victor Valley Community College

Child Development Center – Head Start Education Center

5:30-6 p.m.

REGULAR MEETING AGENDA

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

Mary Mazzola arrived at 5:35 p.m.

3. OPEN SESSION REGULAR MEETING

6 p.m.

3.1 Closed Session Report

At 6:12 Board President, Mr. Valles reconvened to open session and thanked Mr. Range for his leadership, dedication, and hard work this past year as well as the previous five years.

Ms. Valles announced that Dr. O'Hearn was substituting for Dr. Silverman this evening and that Chris Mollenkamp is the new Vice President and Dennis Henderson is the new clerk.

There was no action to report out of close session

3.2 Organizational Announcements

To provide more board involvement, Ms. Valles asked board members to volunteer to serve on committees and provide brief reports. Committees that are available are the President's Cabinet, Diversity, Environmental Health and Safety, Facilities, Finance Budget and Planning, Institutional Effectiveness, Staff Development, Student Services, Sustainability and Accreditation.

Ms. Valles volunteered to sit in on the President's Cabinet. Mr. Range would like to continue to serve on the Facilities committee and also volunteered to serve on the Finance Budget and Planning committee. Mr. Mollenkamp volunteered to serve on the Accreditation and Institutional Effectiveness committees. Mr. Nelson volunteered to serve on the Environmental Health and Safety and the Child Development committees.

Ms. Valles announced that the January regular board meeting is canceled and in lieu thereof, a board retreat will be held at the Hilton Garden Inn, January 15, 2010, from 8-3 p.m. and will address board evaluation, board goals, Superintendent/President's goals, and an Institutional Effectiveness report update. The facilitator is yet to be determined.

- 3.3 Selection of Representative to the County of School District Organization:
Ms. Valles nominated Mr. Range as the representative to the County of School District Organization. Mr. Range and Mr. Mollenkamp agreed to rotate the responsibility.

It was MSC (Valles/Nelson, 4-0 Henderson absent) to select Mr. Range as the representative to the County of School District Organization.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: Arlene Greene (10.1)

4. SUPERINTENDENT/PRESIDENT'S REPORT

Ms. Blanchard congratulated Ms. Valles and the rest of the board on their new positions. The Academic Senate is pleased that the administration decided to have a winter session for the students. However, they are concerned with some of the classes being offered and which curriculum is being used.

The resolution that was presented in October regarding the technology is still being fine tuned. Another important issue currently taking place is Program Review. The faculty are currently working on it with a due date of February 19, 2010. The Senate has met and is beginning to work on the accreditation organization which will make a recommendation which faculty member will lead the work along with Dr. O'Hearn.

Mr. Frank Smith explained items 5.15, 5.16, 7.1, 7.2, 7.3 and 7.4 as they all relate to technology and the items that were previously approved at the September workshop.

Dr. O'Hearn announced that on behalf of Dr. Silverman and the college community he welcomed Trustee Valles as the new Board President.

5. CONSENT AGENDA

It was MSC (Range/Nelson, 4-0, Henderson absent) to approve the consent items in one motion with item 5.12 pulled for separate discussion by Trustee Mollenkamp.

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

- 5.2 Agreement – El Dorado Broadcasters

Ratification of the agreement between Victor Valley Community College District and El Dorado Broadcasters to advertise registration information for the VVC for Me Campaign. The period of this agreement is from November 16, 2009 through January 4, 2010. Fiscal Impact: \$4,410.00, Public Information advertising funds.

- 5.3 Agreement – Heart Institute

Ratification of the agreement Victor Valley Community College District and The Heart Institute to provide clinical learning facilities for health sciences programs. The agreement begins on January 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice. Fiscal Impact: None

- 5.4 Agreement – Independent Contractor – Miranda Buckley

Ratification of the agreement between Victor Valley Community College District and Miranda Buckley to provide American Sign Language Services for an interview on November 5, 2009. The period of this agreement is from November 5, 2009 through November 5, 2009. Fiscal Impact: \$70.00, budgeted.

- 5.5 Agreement – Bipinchanadra Bhagat, M.D.
Ratification of the agreement Victor Valley Community College District and Bipinchanadra Bhagat, M.D. to provide learning facilities for health sciences programs. The agreement begins on January 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice. Fiscal Impact: None
- 5.6 Renewal Library Online Database Subscriptions
Approval of a renewal agreement to purchase an online database subscription through the Community College Library Consortium for the period of July 1, 2010 through June 30, 2011. Fiscal Impact: Budgeted, \$10,503.00
- 5.7 Addendum LA Records Management Agreement
Ratification of the addendum between Victor Valley Community College District and LA Records Management. The original contract was previously approved on September 16, 2008. The term of this agreement is from September 16, 2009 through September 16, 2010 and will continue with automatic renewals for additional equal term periods. Fiscal Impact: Budgeted, \$3,000.00 annually.
- 5.8 Boston Reed College – Memorandum of Understanding
Ratification of the Memorandum of Understanding between Victor Valley Community College District and Boston Reed College to provide the Pharmacy Technician course through Contract Education Services. Fiscal Impact: \$300.00 per student to the District.
- 5.9 Agreements – Contract Education Services
Approval of the Contract Education Services' listed below for the courses offered in Contract Education department. Fiscal Impact: \$600.00 to the District.

Vendor:	Income to the District
Ta Center (October 09, 2009 – October 09, 2010)	\$300.00
Ta Center (October 24, 2009 – October 24, 2010)	\$300.00
Total:	\$600.00

- 5.10 Quarterly Financial Status Report (CCFS-311Q)
Acceptance of the Quarterly Financial Status Report (CVFS-311Q). Fiscal Impact: None
- 5.11 Renewal Agreement – Affiliated Computer Services, Inc.
Ratification of the renewal agreement between Victor Valley Community College and Affiliated Computer Services, Inc. to provide 1098-T reporting requirements for tax year 2009. Fiscal Impact: Budgeted from Fund 01, not to exceed \$22,000.00.
- 5.12 **PULLED FOR SEPARATE DISCUSSION UNDER 6.1** Payroll Revolving Cash Fund Reimbursement
Approval to replenish the Payroll Revolving Cash Fund by \$1,951.72. Fiscal Impact: \$1,951.72 from the General Fund.
- 5.13 Recalculation of Gann Appropriation Limit
Approval of the Gann appropriation limit for 2009-2010 in the amount of \$99,539,514.00. Fiscal Impact: None
- 5.14 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None

- 5.15 Independent Contract Agreement – Doris M. Griffin
Ratification of the agreement between Victor Valley Community College District and Doris M. Griffin to design, develop, and test syntax for Datatel's degree audit module for certificate and degree programs for one catalog year selected by the college. The period of this agreement is from December 15, 2009 through June 30, 2010. Fiscal Impact: \$13,000.00, budgeted item.
- 5.16 Agreement – SARS Software Products, Inc.
Ratification of the agreement between Victor Valley Community College District and SARS Software Products, Inc. to provide software licensure and support services for SARS-Trak, PC-Trak, SARS-Call, and SARS Alert. The Period of agreement if from October 30, 2009 through October 30, 2010. Fiscal Impact: \$35,125.00, budgeted item.
- 5.17 Agreement – SMS Systems Maintenance Services, Inc.
Ratification of the agreement between Victor Valley Community College District and SMS Systems Maintenance Services, Inc. to provide maintenance support for ongoing hardware replacement and maintenance of MIS and IT systems. Fiscal Impact: \$16,951.72, budgeted item.
- 5.18 Out of Country Travel - ASIA
Approval of out of the country travel to East Timor in Asia from January 24, 2010 through February 11, 2010. The travel is required of students who are registered in Biology 98. The students will be accompanied by Assistant Professor of Biology, Dr. Hinrich Kaiser. Fiscal Impact: None
- 5.19 2010 Board Calendar
Approval of the proposed 2010 calendar of board meetings.
- 5.20 Academic Equivalency Request – Khalid Rubayi – Physics/Astronomy
Approval of the equivalency request for Khalid Rubayi – Physics/Astronomy. Fiscal Impact: None
- 5.21 Curriculum Changes
Approval of the curriculum changes that have been recommended by the College Curriculum committee. Fiscal Impact: None
- 5.22 Agreement – Independent Contractor – George E. Mangum
Ratification of the agreement between Victor Valley Community College District and George E. Mangum to provide sports performance training for athletics. The period of this agreement is from August 1, 2009 through June 30, 2010. Fiscal Impact: \$2,000.00 Volleyball fundraiser.

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda

5.12 Payroll Revolving Cash Fund Reimbursement

Approval to replenish the Payroll Revolving Cash Fund by \$1,951.72. Fiscal Impact: \$1,951.72 from the General Fund.

Following discussion it was MSC (Mollenkamp/Nelson, 4-0, Henderson absent) to approve to replenish the Payroll Revolving Cash Fund by \$1,951.72.

7. SUPERINTENDENT/PRESIDENT

7.1 Agreement – IMPEX Technologies, Inc.

It was MSC (Range/Nelson, 4-0, Henderson absent) to approve the agreement between Victor Valley Community College District and IMPEX Technologies for virtualization hardware and network storage technology to replace existing IT/MIS systems infrastructure. Fiscal Impact: \$513,028.80, budgeted item.

7.2 Agreement – Vector Resources Enterprises Network Solutions

It was MSC (Mollenkamp/Range, 4-0, Henderson, absent) to ratify the agreement between Victor Valley Community College District and Vector Resources Enterprises Network Solutions for switching technology as part of the IT/MIS Virtualization Project. Fiscal Impact: \$186,966.16, budgeted item.

7.3 Amend Agreement – Datatel, Inc.

It was MSC (Nelson/Range, 4-0, Henderson, absent) to approve the agreement between Victor Valley Community College District and Datatel, Inc. to include four new modules. Fiscal Impact: \$238,420.00, budgeted item.

7.4 Agreement – Datatel, Inc.

It was MSC (Nelson/Range, 4-0, Henderson, absent) to approve the agreement between Victor Valley Community College District and Datatel, Inc. for Server Migration series. Fiscal Impact: \$137,750.00, budgeted item.

10. ADMINISTRATIVE SERVICES

10.1 Agreement – San Bernardino County Head Start

It was MSC (Range/Nelson, 4-0, Henderson absent) to approve the agreement between Victor Valley Community College District and San Bernardino County Head Start program for lease space which will provide child care services to qualifying children of Victor Valley College and other children in the High Desert. The agreement will be for 10 years beginning January 1, 2010. Fiscal Impact: Annual revenue to the District of \$160,000.00

10.2 APPROVE AWARD OF PROJECT AND CONTRACT WITH AUTHORITY
FOR SUPERINTENDENT TO EXECUTE AN ENERGY SERVICES
CONTRACT WITH SOLFOCUS, INC. FOR THE DESIGN AND
INSTALLATION OF A 1 MW SOLAR GENERATING FACILITY ON THE
VVC CAMPUS

It was MSC (Nelson/Mollenkamp, 4-0, Henderson absent) to approve the award of project and contract and authorize the Superintendent/President to enter into an energy services contract with SolFocus, Inc. for the design and installation of a 1MW solar generating facility. The contract value will be \$5,072,560; which includes \$409,920 for operations and maintenance (O&M) for the first 10-years. The O&M costs will be paid quarterly as services are rendered. Fiscal Impact: Initial capital investment of approximately \$5,072,560, including \$409,920. Projected savings of approximately \$7 million over the next 5-years, which includes avoided energy costs, electricity tariff savings and California Solar Initiative (CSI) incentives. Projected savings of approximately \$20 million over 25-years.

10.3 Proposal – gkkworks – Obtaining Education Center Status

It was MSC (Range/Nelson, 4-0, Henderson absent) to approve to enter into an agreement with gkkworks to prepare all paperwork for application for center status at the Eastside site and the Letter of Intent for the Westside Center. Fiscal Impact: Bond Budget, \$255,000.00

10.4 Proposal – gkkworks – One Stop Student Services Building Scoping Documents

It was MSC (Range/Nelson, 4-0, Henderson absent) to approve to enter into an agreement with Program Manager, gkkworks to prepare scoping documents consistent with current building codes, Title 24, DSA and local fire authority including landscape outline specifications. Fiscal Impact: Bond Budget \$239,228.00.

10.5 Agreement – Mohawk Commercial, Inc.

It was MSC (Mollenkamp/Range, 4-0, Henderson absent) to approve the agreement with Mohawk Commercial, Inc. in the amount of \$100,000.00 for carpet replacement for the Student Activities Center, Counseling/Administration and Liberal Arts buildings. Fiscal Impact: \$100,000.00 Scheduled Maintenance State and District (50/50). \$52,980.41 Auxiliary Services.

11. HUMAN RESOURCES

11.1 Revised Job Description – Director of Financial Aid

It was MSC (Mollenkamp/Nelson, 4-0, Henderson absent) to approve the revised job description for the Director of Financial Aid. Fiscal Impact: None.

11.2 Contract Extension – Superintendent/President

It was motioned by Trustee Range and seconded by Trustee Nelson to approve the employment contract extension for the Superintendent/President from July 1, 2010 through June 30, 2013. Fiscal Impact: Budgeted, no additional increase.

Following discussion it was MSC (Range/Nelson, 3-1, Valles, No, Henderson absent) to approve the employment contract extension for the Superintendent/President from July 1, 2010 through June 30, 2013. Fiscal Impact: Budgeted, no additional increase.

12. INFORMATION/DISCUSSION

12.1 Monthly Financial Reports

Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

13.1 Foundation
Janice Olson

13.2 Employee Groups
a) CTA
Michael Butros

b) CSEA
Arlene Greene

c) AFT Part-Time Faculty United
Absent

14. TRUSTEE COMMENTS

- ASB

Mary Mazzola reported on student activities. Mr. Mollenkamp reported that he was impressed with the Lights of Love event that he recently attended. Ms. Valles asked that the Finance Department provide the board members with Dr. Silverman's business expenses on a monthly basis as the contract states.

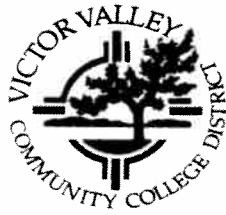
15. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Mariela Reese

16. ADJOURNMENT

It was MSC (Range/Nelson, 4-0, Henderson absent) to adjourn the meeting at 7:15 p.m.

Chris Mollenkamp, Clerk

Date Approved



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

Date: January 15, 2010

Place: Hilton Garden Inn
12603 Mariposa Rd.
Mojave Room
Victorville, CA

CALL TO ORDER

9 a.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on January 15, 2010 at the Hilton Garden Inn in Victorville, CA. Ms. Valles, Board President called the meeting to order at 9 a.m.

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

MANAGEMENT/GUESTS PRESENT: Dr. Robert Silverman, Superintendent/President, Dr. Dale Marsden, Superintendent, Victor Elementary School District, GH Javaheripour, Vice President Administrative Services, Paul Messner, Auditor, and Annette McComas (Recorder).

PLEDGE OF ALLEGIANCE

Joe Range led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: Item 3.3 was deleted.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: None

3. ACTION AGENDA

3.1 2008-2009 Financial Audit

It was MSC (Henderson/Nelson, 5-0) to accept the 2008-2009 financial audit as presented. Fiscal Impact: None

3.2 2008-2009 Performance Audit on General Obligation Bonds

It was motioned by Trustee Nelson and seconded by Trustee Mollenkamp to accept the 2008-2009 bond performance audit as presented. Fiscal Impact: None

Following discussion it was motioned by Trustee Valles to table the item until the next meeting. The motion failed due to a lack of a second motion.

BOARD OF TRUSTEES: Dennis Henderson, Chris Mollenkamp, Donald Nelson, Joe Range, Angela Valles, ASB Member

It was motioned by Trustee Nelson and seconded by Trustee Mollenkamp to withdraw the motion to accept the 2008-2009 bond performance audit as presented.

It was MSC (Nelson/Valles, 3-2, Nelson, Yes, Valles, Yes, Henderson, Yes, Mollenkamp, No, Range, No) to table the item until the next meeting.

3.3 **DELETED** Independent Contractor Agreement – Rosalie Olguin

Approval of the Independent Contractor Agreement for consultant services by Rosalie Olguin to enhance services for CalWORKs students. The period of the agreement is January 19, 2010 through June 30, 2010. Fiscal Impact: Budgeted, \$32/hour, not to exceed \$5,500/month through June 30, 2010.

3.4 Independent Contractor Agreement – Simon Nimako

It was MSC (Henderson/Mollenkamp, 5-0) to approve the Independent Contractor Agreement between Victor Valley Community College and Simon Nimako to support curriculum development for contract education training in Global Information Systems. Fiscal Impact: \$1,100 from the District (WIB Grant Funded).

3.5 Contract Approval – WIB Health Information Management Tech Contract

It was MSC (Henderson/Nelson, 5-0) to approve the agreement between Victor Valley Community College and the County of San Bernardino to implement contract education training in Health Information Management Technology. Fiscal Impact: \$90,000.00 to the district.

3.6 Contract Approval – WIB Global Information Systems Training Contract

It was MSC (Henderson/Mollenkamp, 5-0) to approve the agreement between Victor Valley Community College and the County of San Bernardino to implement contract education training in Global Information Systems. Fiscal Impact: \$77,375.00 to the district.

BREAK: 10-10:15 a.m.

4. **WORKSHOP**

Facilitator: Dr. Dale Marsden

10:15-12 Board Workshop

12-1 LUNCH

1-3 Board Workshop (continued)

5. **ADJOURNMENT**

The meeting adjourned at 3 p.m.

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: AGREEMENT—Anton P. Morrisette

SUBMITTED BY: Deanna Turnbeau

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to use an independent contractor to support the Datatel system through June 30, 2010.

A copy of the original agreement is available for review in the office of the superintendent/president.

Need:

Project management is needed to support the Datatel system.

Fiscal Impact:

Expenditure: Budgeted; \$75/hour, not to exceed \$5000/month through June 30, 2010.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement for consultant services by Anton P. Morrisette through June 30, 2010, not to exceed \$5000/month.

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: RATIFICATION OF AGREEMENTS – OFF CAMPUS LOCATIONS

SUBMITTED BY: Robert Sewell, Auxiliary Services

RECOMMENDED BY: GH Javaheripour: 

APPROVED BY: Robert Silverman: 

Description/Background:

The District wishes to submit for approval the ratification of agreements between the Victor Valley Community College District and off campus facilities in order to provide classroom space for the Winter, Spring, Summer & Fall semesters of the 2009 – 2010 Academic Year.

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

Need:

These facilities are used to accommodate additional classes.

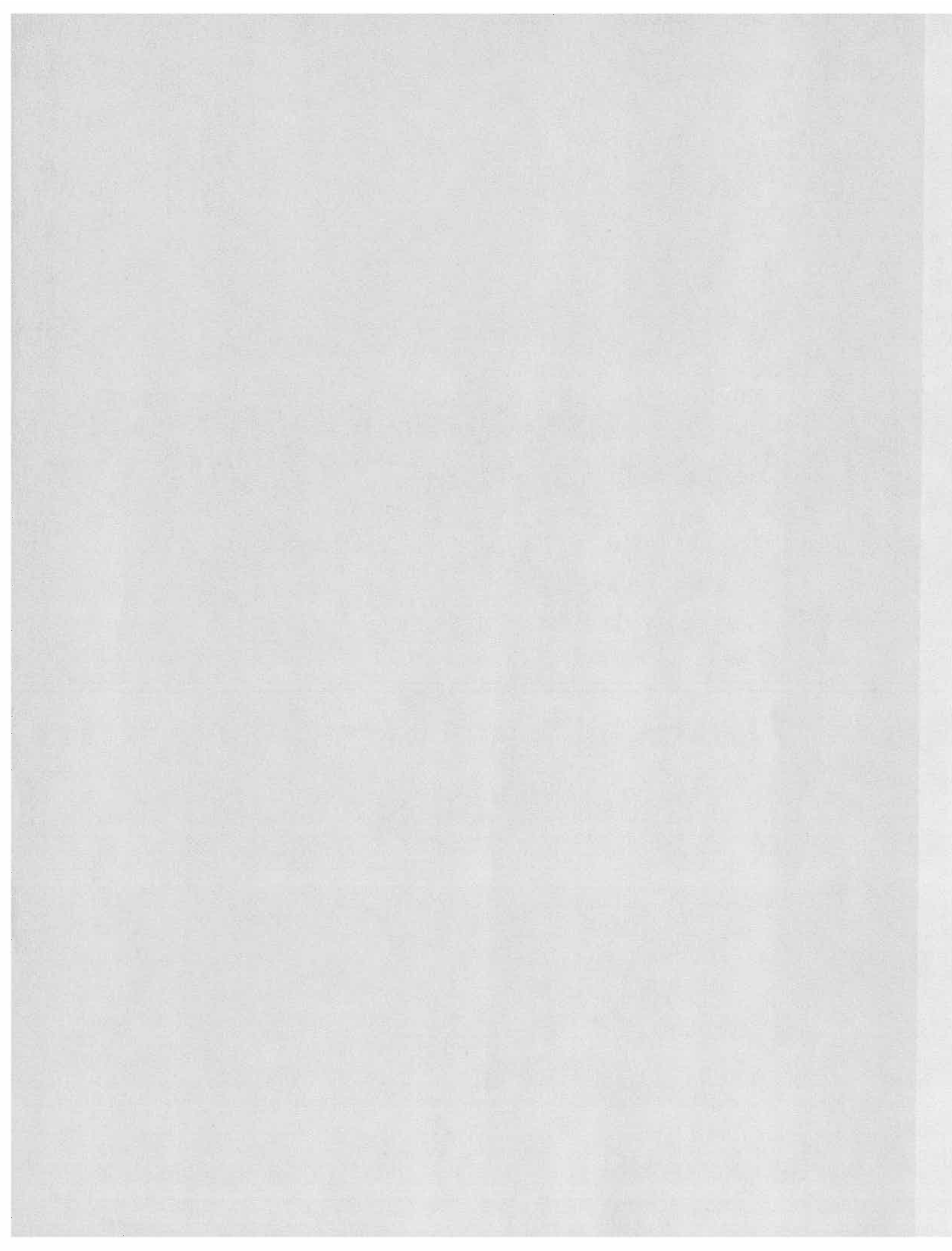
Fiscal Impact: Not to exceed \$15,000.00

Recommended Action:

The Superintendent/President has approved these agreements and it is recommended that the Board of Trustees ratify the agreements with the facilities.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

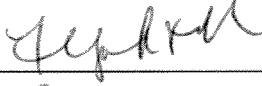



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT—INDEPENDENT CONTRACTOR

SUBMITTED BY: Leonard Knight

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to renew an Independent Contractor Agreement between Victor Valley Community College District and Charles Stanzione.

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

Need:

The Independent Contractor Agreement provides for the student administrative appeal process for parking citations.

Fiscal Impact: Budgeted, not to exceed \$150.

Recommended Action:


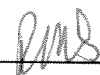
It is recommended by the superintendent/president that the Board of Trustees approve the renewal of an Independent Contractor Agreement between Victor Valley Community College District and Charles Stanzione. The period of this renewal agreement shall be December 16, 2009, not to exceed \$150.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT—Community College Search Services
SUBMITTED BY: Fusako Yokotobi
RECOMMENDED BY: Fusako Yokotobi 
APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to compensate Community College Search Services for providing placement services to the Financial Aid Department.

A copy of the original agreement is available for review in the office of the superintendent/president.

Need:

Professional consulting services are needed in the Financial Aid Department in the absence of a Financial Aid Director.

Fiscal Impact:

Expenditure: Budgeted: \$1000 per month.

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement to use the Community College Search Services for providing placement services to the Financial Aid Department through June 30, 2010.

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: REVISED JOB DESCRIPTION, LEAD SYSTEMS
PROGRAMMER/ANALYST

SUBMITTED BY: Deanna Turnbeau

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

Minor revisions to the existing job description for lead systems programmer/analyst are requested.

Need:

Board approval is required to approve the revisions to the attached job description.

Fiscal Impact: None (There are minor revisions to the job description, not an additional position)

Recommended Action: It is recommended that the Board of Trustees approve the revised job description for lead systems programmer/analyst as listed.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE

CLASS TITLE: LEAD SYSTEMS PROGRAMMER/ANALYST

FLSA STATUS: NONEXEMPT

BASIC FUNCTIONS:

Under general supervision of area administrator, perform the programming, design, and development of District's student and other information systems, as needed; provide analysis and develop complex programming criteria; work closely with users to provide highly complex technical expertise; provide work direction to staff as assigned.

DISTINGUISHING CHARACTERISTICS:

The Lead Programmer/Analyst classification is distinguished from the Senior Systems Analyst and Senior Programmer/Software Developer classifications by its responsibility for complex system studies and coordinating the programming function. Incumbents in the Lead Programmer/Analyst classification are experts in sophisticated systems analysis techniques, ~~including quantitative analysis in Datatel's Colleague, WebAdvisor and/or related systems.~~

REPRESENTATIVE DUTIES:

Act as lead programmer analyst for District's student information systems, including but not limited to Datatel's Colleague and all its modules. *E*

Develop complex technical solutions that include the design, development, coding, testing, and ongoing support of programs to serve a variety of data management purposes. *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 MIS and CCFS 320; 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 direction and support in the development of computer operation procedures for new or revised computer applications, and assure proper implementation. *E*

Query District's various databases to assist users and provide information, as requested. *E*

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

Assist with and monitor budgets in coordination with supervisor; collect and compile statistical and financial data and other information for special and periodical reports, as required. *E*

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

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

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Datatel's Colleague and WebAdvisor or similar systems, including but not limited to their development and administration and Envision CASE Toolkit. **(Desired)**

Structured programming skills, including program testing and debugging techniques.

Analysis of business processes, as they relate to the use of software.

Principles and practices of training.

At least three of the following: SQL, XML, HTML, C++, PERL, UNIX scripts, Java and C Sharp.

Principles and methods of system analysis and program design.

Methods of analyzing cost effectiveness and work flow.

AIX operating system or related system.

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

ABILITY TO:

Provide technical direction and assistance to users.

Guide a software design project from inception to implementation, including the design of the system and providing leadership and guidance to MIS staff.

Study, identify, and resolve complex operational problems; develop and revise computer systems applications.

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.

Substantiate computer literacy and working knowledge of Datatel or similar system. **with experience in the R18 release of Colleague or similar resource planning solution.**

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

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree from an accredited institution in business information science, computer science or related field, and five years experience with Datatel's Colleague or similar systems **desired**, including two years experience as a Programmer/Analyst working with database structure. **Unidata, Unibase, Uniquery, Java/C#, Datatel's Colleague Envision toolkit.**

Programming certifications preferred.

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 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.

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

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

TOPIC: AGREEMENT – CALIFORNIA DEPARTMENT OF EDUCATION

SUBMITTED BY: Kelley Johnson, Child Development Center

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to accept a resolution and agreement between Victor Valley Community College District and California Department of Education. The period of this agreement is from July 01, 2009, through June 30, 2010.

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

Need:

This agreement is to purchase instructional materials and supplies for the Child Development Center.

Fiscal Impact: \$500.00 Income to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees accept a renewal resolution and agreement between Victor Valley Community College District and California Department of Education. The period of this agreement is from July 01, 2009, through June 30, 2010.

Legal Review: YES ___ NOT APPLICABLE_X_

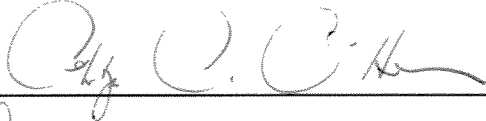
Reference for Agenda: YES ___ NO ___


**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: Janet Long, Trio

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 Ebmeyer Charter and Tour. The term of this agreement is February 10, 2010, through June 30, 2010.

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

Need:

Transportation services will be provided for the TRIO Programs (SSS, UB, & UBMS) participants during the 2009-2010 academic years. Services include transportation for college visits and cultural events as required by the U.S. Department of Education.

Fiscal Impact: Budgeted - \$30,000.00 – Funded by Trio Programs (SSS, UB, & UBMS)

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 Ebmeyer Charter and Tour. The term of this agreement is February 10, 2010, through June 30, 2010.

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: Out of State Travel – Student

SUBMITTED BY: Robert A. Sewell, Director, Auxiliary Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman

Description/Background:

Approval is requested for the following staff members and ASB students to travel to Washington, D.C. to attend the American Student Association of Community Colleges (A.S.A.C.C.) National Student Advocacy & Leadership Conference from March 20, 2010 through March 23, 2010.

Mary Mazzola, President
Christine Dorsey, Treasurer
Judy Schmoll, Vice President
Eddie Stacy, Business Senator

Sheri Schmoll, Allied Health Senator
Kaily Kirby, Student Advocate
Vincent Beard, Public Relations Senator
Steven Cruz, Humanities & Social Sc. Senator

Robert A. Sewell, Advisor
Deanna T. Murphy, Assistant Director

Need: The conference is designed to educate the student participants on the major issues that are critical to community colleges. After attending and participating in the conference, students are given time to meet with the Representatives and Senators or their staff members regarding these important issues and other campus issues that have been coordinated with campus administration.

Fiscal Impact: None to the District. Associated Student Body funds not to exceed \$14,000.00

Recommended Action:



It is recommended that the Board of Trustees approve out of state travel for staff/students listed above to travel to Washington, D.C to attend the American Student Association of Community Colleges (A.S.A.C.C.) National Student Advocacy & Leadership Conference from March 20, 2010 through March 23, 2010.

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: AGREEMENTS - CONTRACT EDUCATION SERVICES
SUBMITTED BY: Debbie Potts, Contract Education
RECOMMENDED BY: Christopher O'Hearn 
APPROVED BY: Robert Silverman 

Description/Background:

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

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

Vendor:	Income to the District
Archangel	\$ 2000.00
Centurion Technical Services	\$ 500.00
Debbi Harper	\$ 290.00
Kids Out Now, L.L.C. (01/23/10 – 05/01/10)	\$ 500.00
Kids Out Now, L.L.C. (02/20/10 – 04/24/10)	\$ 500.00
Learn CPR 4 Life	\$ 9,000.00
Preston Guillory Investigation	\$ 4,000.00
Voices for All	\$ 600.00
Total:	\$17,390.00

Need:

The vendor will provide various workshops through Contract Education Services.

Fiscal Impact: \$17,390.00 Income to the District

Recommended Action:

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

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: AGREEMENTS - CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

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

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

Vendor:	Income to the District
Gus Jr. Restaurant	\$ 300.00
IHOP Restaurant	\$ 300.00
Lotus Restaurant	\$ 300.00
New China Buffet	\$ 300.00
Platas Restaurant	\$ 300.00
Super Target	\$ 300.00
Star Restaurant	\$ 300.00
TA Center	\$ 300.00
Total:	\$2,400.00

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: \$2,400.00 Income to the District

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

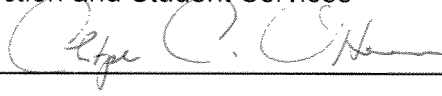
Reference for Agenda: YES NO


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

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

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR

SUBMITTED BY: Christopher O'Hearn, Instruction and Student Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Pamela Penland. The period of this agreement is from January 04, 2010, through March 31, 2010.

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

Need:

The consultant will temporarily assist the Interim Director of Financial Aid to make recommendations for internal departmental improvements.

Fiscal Impact: Budgeted - \$1,148.16 – Financial Aid

Recommended Action:



It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Pamela Penland. The period of this agreement is from January 04, 2010, through March 31, 2010.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: 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 and purchase of online database subscriptions through the Community College Library Consortium for the period of January 01, 2010, through December 31, 2010. The online databases are: Grove Art Online and Grove Music Online.

A copy of the online database subscription is available for review in the Superintendent/President's office.

Need:

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

Fiscal Impact: Budgeted - \$3,314.00

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve the renewal and purchase of online database subscriptions through the Community College Library Consortium for the period of January 01, 2010, through December 31, 2010. The online databases are: Grove Art Online and Grove Music Online.

Legal Review: YES NOT APPLICABLE

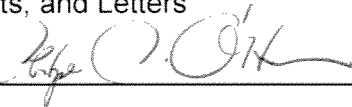
Reference for Agenda: YES NO

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

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

TOPIC: MEMORANDUM OF UNDERSTANDING – Ed2Go

SUBMITTED BY: Paul Williams, Humanities, Arts, and Letters

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to accept a Memorandum of Understanding between Victor Valley Community College District and Ed2Go. The MOU is effective upon Board of Trustees acceptance and remains in effect until such time either party submits a termination of agreement.

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

Need:

The MOU is to offer Web-based, no credit training and instruction via the Internet.

Fiscal Impact: \$5,000.00 Income to the District initially.

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees accept a Memorandum of Understanding between Victor Valley Community College District and Ed2Go. The MOU is effective upon Board of Trustees acceptance and remains in effect until such time either party submits a termination of agreement.

Legal Review: YES X NOT APPLICABLE ___


Reference for Agenda: YES ___ NO X


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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: SITE LICENSE ADDENDUM – EUREKA

SUBMITTED BY: Christopher O'Hearn, Instruction and Student Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to amend the Victor Valley Community College license with Eureka to extend the license agreement through March 31, 2010.

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

Need:

This addendum is to extend the subscription for the presently in-place Agency/User Site License Agreement. This software allows students to explore majors and career possibilities.

Fiscal Impact: Budgeted - \$3,437.23 - Counseling

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees renew the Victor Valley Community College license with Eureka. The license extension is through March 31, 2010.

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: LICENSE RENEWAL – CHARIOT SOFTWARE GROUP

SUBMITTED BY: Christopher O'Hearn, Instruction and Student Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an annual license between Victor Valley Community College District and Chariot Software Group beginning March 1, 2010, through February 28, 2011.

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

Need:

The license provides web-grade services for faculty to provide assessment, classroom management, and test preparation solutions for instructors and administrators at Victor Valley Community College District.

Fiscal Impact: Budgeted - \$995.00 - Instruction

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an annual license between Victor Valley Community College District and Chariot Software Group beginning March 01, 2010, through February 28, 2010.

Legal Review: YES ___ NOT APPLICABLE X

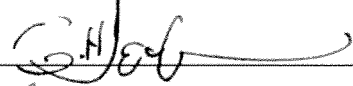
Reference for Agenda: YES ___ NO ___

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

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

TOPIC: NOTICE OF COMPLETION – CARPET REPLACEMENT

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to submit for approval a Notice of Completion for the Carpet Replacement project.

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

Need:

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

Fiscal Impact: No fiscal impact.

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X


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

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

TOPIC: NOTICE OF COMPLETION – ROOF REPAIRS

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to submit for approval a Notice of Completion for the Roof Repair project.

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

Need:

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

Fiscal Impact: No fiscal impact.

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE 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: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

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

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

Need: N/A

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

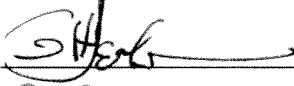
Reference for Agenda: YES NO


**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: G.H. Javaheripour  _____

APPROVED BY: Robert Silverman  _____

Description/Background:

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

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 COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: Administrative Procedure AP-2410 – Policy & Administrative Procedure

SUBMITTED BY: Angela Valles, Board President

RECOMMENDED BY: Robert Silverman, Superintendent/President

APPROVED BY: Robert Silverman 

Description/Background:

A review of Chapter 2 Board of Trustees policies should be conducted annually.

Fiscal Impact: None

Recommended Action:

Direct Superintendent/President to prepare an Administrative Procedure that addresses the annual review of Board Policies, Chapter 2.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE

BOARD OF TRUSTEES

CHAPTER 2

Policy & Administrative Procedure

AP 2410

Reference: Education Code Sections 70902; Accreditation Standards IV.B.1b & e

A review of Chapter 2 Board of Trustees policies shall be conducted annually. When the new President of the Board of Trustees takes office he/she will appoint two trustees to review the policies of Chapter 2.


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

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

TOPIC: Excused Absence of Trustee, Don Nelson

SUBMITTED BY: Don Nelson, Trustee

RECOMMENDED BY: Robert Silverman, Superintendent/President

APPROVED BY: Robert Silverman 

Description/Background:

Board Policy 2725, Board Member Compensation, reads:

“Members of the board who attend all board meetings shall receive \$240 per month. The student member receives a scholarship of \$600 per semester. A member of the board who does not attend all meetings held by the board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.

“A member of the board may be paid for a meeting when absent if the board, by resolution, finds that at the time of the meeting, the member is performing services outside the meeting for the community college district, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the board.” Reference: Education Code Section 72425

Need:

In accordance with Board Policy 2725, Trustee Don Nelson has requested that his absence from the regular board meeting of October 13, 2009, be excused due to illness, and that he be compensated for that meeting.

Fiscal Impact: Budgeted, \$240.00

Recommended Action:

It is recommended that board adopt the attached resolution, excusing Trustee Don Nelson’s absence from the October 13, 2009 regular meeting of the board and allowing him to be compensated for that meeting.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

REQUEST FOR EXCUSED ABSENCE

In compliance with Victor Valley Community College District's Policy No. 2725, *Board Member Compensation*, I hereby request payment for the following meeting of the Board of Trustees.

Date of Meeting: October 13, 2009

- Reason for Absence:
- Performing services outside the meeting for the Victor Valley Community College District
 - Illness
 - Jury Duty
 - Hardship deemed acceptable by the Board

Don Nelson
Signature

1-29-2010
Date

Don Nelson, Trustee
Name and Title

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

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

TOPIC: Excused Absence of Trustee, Dennis Henderson
SUBMITTED BY: Dennis Henderson, Trustee
RECOMMENDED BY: Robert Silverman, Superintendent/President
APPROVED BY: Robert Silverman RS

Description/Background:

Board Policy 2725, Board Member Compensation, reads:

“Members of the board who attend all board meetings shall receive \$240 per month. The student member receives a scholarship of \$600 per semester. A member of the board who does not attend all meetings held by the board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.

“A member of the board may be paid for a meeting when absent if the board, by resolution, finds that at the time of the meeting, the member is performing services outside the meeting for the community college district, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the board.” Reference: Education Code Section 72425

Need:

In accordance with Board Policy 2725, Trustee Dennis Henderson has requested that his absence from the regular board meeting of December 8, 2009, be excused due to illness, and that he be compensated for that meeting.

Fiscal Impact: Budgeted, \$240.00

Recommended Action:

It is recommended that board adopt the attached resolution, excusing Trustee Dennis Henderson's absence from the December 8, 2009 regular meeting of the board and allowing him to be compensated for that meeting.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

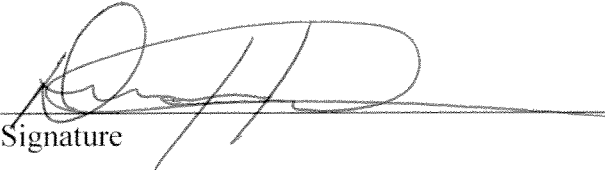
BOARD OF TRUSTEES

REQUEST FOR EXCUSED ABSENCE

In compliance with Victor Valley Community College District's Policy No. 2725, *Board Member Compensation*, I hereby request payment for the following meeting of the Board of Trustees.

Date of Meeting: December 8, 2009

- Reason for Absence:
- Performing services outside the meeting for the Victor Valley Community College District
 - Illness
 - Jury Duty
 - Hardship deemed acceptable by the Board


Signature

1-12-10
Date

Dennis Henderson, Clerk
Name and Title


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

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

TOPIC: ADOPT RESOLUTION/AGREEMENT – GREAT AMERICAN PLAN ADMINISTRATORS

SUBMITTED BY: Sheri Nolan Foster, Payroll

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes adopt a resolution and enter into an agreement with Great American Plan Administrators to provide Third Party Administrator Services and Committer Remitter Services for the existing voluntary 457 retirement plan. This will replace the current TPA and Common Remitter Envoy Plan Services and Mid-America. GAPA will offer a full no-cost TPA service, including Common Remitter service, in exchange for the district adopting its Great Flex Group product. This will provide employees the option of selecting a Fixed Income Option under the 457 plan, as opposed to Mutual Funds.

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

Need:

Envoy Plan Services will begin charging a fee to employees/employer as of January 2010. Making this change to Great American Plan Administrators and also allowing a Fixed Income Option will avoid such fees but still provide equitable services.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees adopt the resolution and ratify the agreement with Great American Plan Administrators to provide Third Party Administrator Services and Committer Remitter Services for the existing voluntary 457 retirement plan.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

**ACTION OF THE BOARD OF TRUSTEES
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**

The undersigned Secretary certifies that the following resolutions were adopted by the Victor Valley Community College District (VVCCD) the 9th day of February 2010 and that these resolutions have not been modified or rescinded as of the date this certificate is executed.

WHEREAS, VVCCD presently maintains for the benefits of its employees a retirement plan described in Internal Revenue Code Section 457(b) (the "457(b) Plan"); and

WHEREAS, the Superintendent has determined that it is in the best interests of the employees of VVCCD to modify the current administration of the 457(b) Plan from ENVOY PLAN SERVICES (ENVOY); and

WHEREAS, there has been presented to the Superintendent and the Vice President of Administrative Services, the Plan Services Agreement (the "Plan Services Agreement") with Great American Plan Administrators ("Great American") transferring the administration of the 457(b) Plan from ENVOY to Great American; and

WHEREAS, in addition to changing the Plan Administrator, GAPAA will review the regulations and may amend and restate the 457(b) Plan effective February 1, 2010 using documents provided by Great American.

NOW, THEREFORE, BE IT RESOLVED, that effective on February 1, 2010, VVCCD hereby approves and adopts the Plan Services Agreement with Great American appointing Great American as the new third party administrator of the 457(b) Plan; and

FURTHER RESOLVED, that effective on February 1, 2010, VVCCD hereby approves and adopts the Great Flex Group 457 fixed platform offered through Zuk Financial Group and that the appropriate employees of VVCCD are authorized and directed to execute and implement any and all agreements and documents reasonably required to effect the change in investment options to Great American; and

FURTHER RESOLVED, that the appropriate employees of VVCCD are authorized and directed to execute and implement any and all agreements and documents reasonably required to effect the change of the administration of the 457(b) Plan to Great American; and

FURTHER RESOLVED, that the appropriate employees of VVCCD are authorized and directed to take any and all actions reasonably required in order to accomplish the directives of these minutes; and

FURTHER RESOLVED, that the appropriate employees of VVCCD be, and they are hereby, authorized to take any and all further action, and to execute any and all further documents, that in their discretion they deem necessary or appropriate for the purpose of carrying into effect the foregoing resolutions including venter agreements for the 457(b) plan.

PASSED AND ADOPTED by the Governing Board on _____, 2010, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

) ss

COUNTY OF SAN BERNARDINO)

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

WITNESSED my hand this _____ day of _____,
20_____.

Clerk/Secretary of the Governing Board

Plan Services Agreement



Great American Benefit Administrators
 10000 Wilshire Blvd, Suite 1000
 Beverly Hills, CA 90210
 Phone: 310.271.1100
 Fax: 310.271.1101
 Email: info@gaaplans.com
 GetStarted@gaaplans.com

The Plan Services Agreement serves as the contract between Great American Benefit Administrators and the Employer. Outlined in the agreement are the services we provide, and our processes and procedures regarding those services.

[Handwritten signature]

 Title

Employer Group Information:			
Name: Victor Valley Community College			
Address: 18422 Bear Valley Rd.			
City: Victorville	State: CA	ZIP: 92395	Type of Employer: <input checked="" type="checkbox"/> Public School, public college or public university <input type="checkbox"/> Church or church-affiliated 501(c)(3) organization <input type="checkbox"/> Government entity with 501(c)(3) status <input type="checkbox"/> Other 501(c)(3) organization Other Plans maintained: <input type="checkbox"/> 401(k) <input type="checkbox"/> 3121 <input type="checkbox"/> Other: _____
Phone Number: 7602454271	Fax Number: 7609518506		
Web site: www.vvc.edu			
Number of Employees: 1,100	Number of Employees in Plan: 40		
Federal Employee Identification Number: 95-6006576			

Plan Administration/Compliance Contact:	
Primary Contact Name: Sheri Nolan Foster	Title: Director, P/R & Benefits
Employer or Plan Sponsor Name: Victor Valley Community College	Employee ID Number:
Office Address: 18422 Bear Valley Rd	
City: Victorville	State: CA ZIP: 92395
Phone Number: 760-245-4271 x 2252	Fax Number: 760-951-8506
E-mail Address: fosters@vvc.edu	

For Home Office use only

For Home Office use only

Home Office/Financial Professional/Marketing Partner:	
Financial Professional(s)	Name, Title, and Phone Number
Marketing Partnership(s)	Name, Title, and Phone Number

Agreement

This Plan Services Agreement ("**Agreement**") is made and entered by and between the employer identified on the previous page of this Agreement ("**Employer**") and Great American Benefit Administrators, Inc., an Ohio Corporation ("**GA Benefit**").

Whereas, GA Benefit will provide the following plan administration services for the Employer identified on page one of the Plan Services Agreement (select one or both):

☑ **Common Remitting Services**, as defined in section 2.1 of this Agreement

☐ **403(b)** ☑ **457(b)**

☑ **General Plan Administration Service**, as defined in section 2.2 of this Agreement. 403(b) administration services will become effective on 2/1/10.

☐ **403(b)** ☑ **457(b)**

Article I - Employer Responsibilities and Agreements

1.1 Employer

- (a) The Employer certifies that it is eligible to sponsor the Plan.
- (b) The Employer agrees to notify GA Benefit of all other entities that are considered to be part of a controlled group with the Employer for purposes of administering the plan, and of the existence of all other qualified retirement plans sponsored by the Employer that must be taken into account when determining contribution and loan limits.
- (c) The Employer shall determine which providers of annuity contracts, custodial accounts, mutual funds, or other investments ("Vendors") may receive funds that are held under the Plan.
- (d) The Employer shall provide GA Benefit with a list of such approved Vendors, or shall notify GA Benefit that all legally approved Vendors may be used, and shall promptly update such list or notice in the event of any change.
- (e) The Employer shall use its best efforts to ensure that each Vendor under the Plan will cooperate with GA Benefit to the extent necessary for GA Benefit to fulfill its obligations under Article II. To the extent permitted by the law of the Employer's state, the Employer will require such cooperation as a condition for being a Vendor under the Plan.

1.2 Plan Documents:

- (a) The Employer shall provide GA Benefit with a copy of the current Plan document, if any and any other plan descriptions, policies, procedures, standardized salary reduction agreements, or other documents under which the Plan is maintained and administered.
- (b) The Employer shall promptly notify GA Benefit of any changes in the Plan document or other documents under which the Plan is maintained or administered.

1.3 Plan Participants

- (a) The Employer shall determine which of its employees are eligible to participate in the Plan, and the effective date of participation, and the date on which such employee ceases to be an active participant in the Plan.
- (b) The Employer shall notify each employee of the availability of the Plan when such employee first becomes eligible to participate in the Plan, and provide the employee with a written description of the Plan and its benefits, and any other notification as required by law.
- (c) The Employer shall forward to GA Benefit information on existing Plan participants, including each participant's name, Social Security number, date of birth, date of hire, deferral amount, and allocations.
- (d) The Employer shall promptly forward such information for each new Plan participant to GA Benefit, and will promptly notify GA Benefit of any change in information for an existing Plan participant, including the termination of an employee or former employee's active participation in the Plan.

1.4 Contributions:

The Employer shall forward participant deferrals within the time limitations imposed by applicable Federal and/or state law.

1.5 Other Information

- (a) The Employer shall ensure that GA Benefit has access to information it needs to perform the services indicated in Article II of this Service Agreement. If the Employer or a Plan trustee is not the owner of the annuity contracts or custodial accounts that receive funds under the Plan, then the Employer shall include in all salary reduction agreements made under the Plan a provision under which the participant gives permission to the Employer and its agents to access information on such annuity contracts or custodial accounts of the participant. The Employer hereby appoints GA Benefit or its affiliates as its agent for purposes of accessing such information.
- (b) The Employer shall provide to GA Benefit a copy of any notices or other written communications to the Employer from the IRS or other governmental agency related to the maintenance and administration of the Plan. The Employer shall provide to GA Benefit a copy of any legal opinion from the Employer's legal counsel if Employer wants GA Benefit to act in reliance on that opinion.
- (c) The Employer shall provide a copy to GA Benefit of any election or other written communications to the Employer from any employee, participant, or beneficiary that affects the services performed by GA Benefit under Article II of this Service Agreement.
- (d) The Employer shall provide a copy to GA Benefit of any legal complaint or other pleading in any court or administrative proceeding related to the maintenance or administration of the Plan.

1.6 Fees

For services under this Agreement, the Employer shall pay GA Benefit the fees set forth in Schedule A. GA Benefit may amend Schedule A from time to time upon a 90-day written notice to the Employer.

Article II - GA Benefit Responsibilities and Agreements

2.1 Common Remitter Services

GA Benefit or an affiliate shall act as an agent of the Employer for purposes of providing common remitting services for Plan contributions. The Employer shall forward such contributions to GA Benefit or its affiliate in a timely manner. GA Benefit or an affiliate shall promptly disburse such funds to the approved Vendors in accordance with the participant's allocation in the manner that each Vendor may designate.

2.2 General Plan Administration Services

(a) Plan Document Services

Upon request, GA Benefit shall make available a draft plan document ("**Document**") that may be adopted by the Plan. GA Benefit shall notify the Employer of changes in the law or regulations that may require the Plan document to be revised.

(b) Contribution Limit Monitoring Services

GA Benefit shall monitor contribution limits under the Plan. GA Benefit shall monitor the limits under IRC Sections 402(g), 402(g) (7), 414(v), 415(c), and 457(b) as applicable to the Plan. GA Benefit shall notify the Employer of any contributions in excess of these limitations. During each calendar year, GA Benefit shall provide the Employer with a report showing actual contributions received for each participant for the year to date, and a projection of total contributions for each participant through the end of the year based on their current contribution rates, and indicating those participants who may exceed the applicable limits. Following each calendar year, GA Benefit shall provide the Employer with a report showing actual contributions received for each participant for that year, and indicating those participants who have exceeded the applicable limits.

(c) Excess Contribution Services

Whenever GA Benefit determines under Section 2.b that an excess contribution has been made, or whenever the Employer informs GA Benefit that such an excess contribution has been made, then GA Benefit shall direct the affected Vendors to distribute such excess contribution to the participant as permitted by law. Such refund of excess contributions shall be taken from the last contributions received for the year, and proportionally from the Vendors receiving such last contributions.

(d) Rollover Contributions to the Plan

To the extent that the Plan document limits or restricts the acceptance of rollovers or direct transfers, GA Benefit shall review each request to roll over funds into the Plan, or to make

a plan-to-plan direct transfer to the Plan of funds from another plan of the same tax qualification. GA Benefit shall approve or deny such requests based on the Plan document and the documentation provided by the transferor.

(e) Loan Services

To the extent that the Plan document provides for loans, GA Benefit shall review each request for a loan from the Plan, gather information from the Vendors regarding the participant's balances and other loans under the Plan, and consent to a request for a loan only to the extent that the loan is permitted by the Plan document and will not exceed the limits of IRC Section 72(p) based on such information. If there are other plans of the Employer, then GA Benefit shall request information from the Employer regarding the participant's balances and loans under such other plan(s), and consent to a request for a loan only to the extent that the loan is permitted by the Plan document and will not exceed the limits of IRC Section 72(p) based on such additional information. GA Benefit shall be entitled to rely on statements from the participant regarding the existence and balances of loans from qualified plans and arrangements other than those of the Employer.

(f) Exchanges within the Plan

To the extent that the Plan document limits or restricts the movement of Plan funds to other investments under the Plan, GA Benefit shall review each request to move funds from one annuity contract, custodial account, mutual fund, or other investment under the Plan to another approved annuity contract, custodial account, mutual fund, or other investment within the Plan. GA Benefit shall approve or deny such requests based upon the Plan document and the information provided by the Employer.

(g) Hardship Distribution Services

To the extent that the Plan document restricts distributions but allows for distributions in the event of hardship, GA Benefit shall review each request for a hardship distribution. If the Plan is a 403(b) plan, GA Benefit shall review such requests based on the deemed hardship rules of Treasury Regulations Section 1.401(k)-1(d)(3)(iii)(B) and (iv)(E). If the Vendor notifies GA Benefit that a suspension of elective deferrals is required, then GA Benefit will notify the Employer of this requirement. If the Plan is a 457(b) plan, GA Benefit shall approve or deny such requests based on the guidance of Treasury Regulations Section 1.457-6(c).

(h) QDRO Services

To the extent that the Plan document governs the effectiveness of domestic relations orders, GA Benefit shall review each domestic relations order regarding Plan benefits. GA Benefit shall establish procedures for handling such orders. GA Benefit shall determine whether or not the order is a qualified domestic relations order as defined in IRC Section 414(p). For orders that GA Benefit determines are qualified, GA Benefit shall provide directions to each Vendor regarding the division or

transfer of funds. If an alternate payee requests a plan-to-plan direct transfer of funds to another plan of the same tax qualification, then GA Benefit shall approve or deny such request based on the Plan document and the documentation provided by the transferee plan.

(i) Other Distributions

To the extent that the Plan document restricts distributions, GA Benefit shall review each other request for a distribution that is not a hardship distribution or distribution to a QDRO alternate payee. GA Benefit shall approve or deny such requests based on the Plan document and on the separation from service and age information provided by the Employer under Section 1.3 of this Agreement. If a participant requests a plan-to-plan direct transfer of funds to another plan of the same tax qualification, then GA Benefit shall approve or deny such request based on the Plan document and the documentation provided by the transferee plan.

(j) Forms Services

GA Benefit shall provide administrative forms for use by the Plan, including salary reduction agreements, allocation forms, and, if not provided by the approved Vendor, loan request forms and distribution request forms. GA Benefit shall provide updates to the forms as required by changes in the law or regulations governing the plan.

(k) Tax and Benefit Information

GA Benefit shall assemble and provide to the Employer any tax information related to the Plan as the Employer may need to file an informational return for the Plan, or to respond to an audit request from the IRS or U.S. Department of Labor, within a reasonable time of the written request from the Employer that specifies the exact information needed. GA Benefit is not responsible for preparing or filing any such informational returns. GA Benefit is not responsible for preparing, filing, or reviewing tax information returns filed by the Employer with respect to elective deferrals into the Plan. GA Benefit is not responsible for preparing, filing, or reviewing tax information returns filed by the Vendors with respect to distributions from the Plan.

(l) Appeals

In the event that a participant files an appeal with GA Benefit over any determination made by GA Benefit with respect to the Plan, GA Benefit shall promptly refer such appeal to the Employer for a final determination, together with background information on such determination. GA Benefit shall not be responsible for ruling on appeals.

(m) Confidentiality

GA Benefit shall treat as confidential all business information obtained or generated in the performance of services under this Agreement. GA Benefit shall not disclose such information without the Employer's prior written consent except to the extent that (a) disclosure is required by applicable law, rule,

regulation, ordinance, code, standard, or court order and, if so, advance notice of intent to disclose is given to the Employer; or (b) the information is or becomes available to the public in general where such dissemination does not arise or indirectly from GA Benefit's breach of its obligation of confidentiality or (c) disclosure of information related to an individual participant is provided to such participant or to a third party upon such participant's request or consent, or is required by law, rule, regulations, ordinance, code, standard, or court order.

(n) Advertising

GA Benefit shall not use the Employer's name or any reference to the Employer in any type of advertising material without the prior written consent of the Employer.

Article III - General Provisions

3.1 GA Benefit is not the Plan Administrator

The services to be provided by GA Benefit under this Agreement are intended to be ministerial in nature, and GA Benefit shall have no discretion regarding the administration of the Plan. GA Benefit is not the administrator of the Plan, an investment manager of the Plan, or other discretionary fiduciary of the Plan. Its role is limited to the performance of the administrative duties described in this Agreement. The Employer or its designate shall be the administrator of the Plan, and shall rule on appeals and make any discretionary decisions.

3.2 Plan Document

This Agreement is contingent upon GA Benefit's review of the Plan document. GA Benefit may rescind this Agreement within thirty (30) days of the date a Plan document is provided to it if GA Benefit determines, in its sole discretion, that the Plan document will be too difficult for it to administer properly. For purposes of this Agreement, all references to the Plan document are restricted to those documents that govern the Plan as a whole, and not to any individual annuity contracts, custodial accounts, mutual fund documents, or other investment documentation maintained by a Vendor. GA Benefit is not responsible for compliance with the terms of any Plan document that has not been provided to GA Benefit in advance of the date that GA Benefit is to act.

3.3 Reliance

GA Benefit shall be entitled to rely on information provided to it by the Employer and by any Vendors of annuity contracts, custodial accounts, mutual funds, or other investments under the Plan.

3.4 Indemnification

GA Benefit shall indemnify, defend and hold harmless the Employer from and against all claims, damages, losses, judgments and expenses, including but not limited to reasonable attorney fees, to the extent caused by GA Benefit's negligent performance of services under this Agreement.

To the extent that the claims, damages, losses, judgments, and expenses, including but not limited to reasonable attorney fees, are caused by the Employer's negligence, the Employer shall fully indemnify, defend and hold harmless GA Benefit unless prohibited by law. If the claims, damages, losses, judgments and expenses, including but not limited to reasonable attorney fees, are the result of the negligence of both the Employer and GA Benefit, the Employer and GA Benefit shall be liable to the extent of degree of their respective negligence, as determined by mutual agreement of the Employer and GA Benefit or, in the absence thereof, by adjudication of comparative negligence.

3.5 Force Majeure

Except for the obligation to make payment for services performed pursuant to this Agreement, any delay in or failure of performance by either party shall not constitute a default under this Agreement nor give rise to any claim for damage, cost or expense if and to the extent such delay or failure is caused by an occurrence beyond the control of the delayed or non-performing party. Notwithstanding the foregoing, a party which is delayed in or prevented from performing for any reason shall promptly notify the other party in writing of the reason for the nonperformance, and shall take reasonable steps to minimize the adverse impact of the delay or nonperformance.

3.6 Assignment

Neither GA Benefit nor the Employer shall assign any interest in this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, delayed or conditioned.

3.7 Termination

Either party may terminate this Agreement at any time so long as the other party receives a minimum of 30 days written notice prior to the termination date. The amount due and payable to GA Benefit under this Agreement for services rendered up to the effective date of termination shall represent the complete and final payment, which is due.

3.8 Employer's Duty to Notify Departments of Insurance

If required by applicable laws, rules or regulations, the Employer shall provide the Director of the Department of Insurance or such other appropriate regulatory official with at least 15 days written notice of termination, cancellation or any other change in this Agreement.

3.9 Notices

All notices required or permitted under this Agreement shall be in writing and served either personally or by certified mail, return receipt requested. All notices shall be effective upon receipt. Notices for the Employer shall be sent to the address on page 1 of the Plan Services Agreement. Notices for GA Benefit should be sent to Great American Benefit Administrators, 525 Vine Street, 7th Floor, Cincinnati OH 45202.

3.10 Miscellaneous

- (a) The parties agree and intend that this Agreement shall be for the sole and exclusive benefit of the parties to this Agreement, and that no rights, benefits or causes of action in favor of, obligations to, or contractual relationship with, any entity or person not a party to this Agreement, arise in connection with the execution of this Agreement or the performance of the obligations provided herein. The rights and remedies contained herein are in addition to any other rights or remedies the parties may have at law or in equity. The failure of, or delay on the part of, either party to insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any rights or remedies that such party may have for any subsequent breach, default or non-performance. Either party's rights and remedies shall not be affected by any previous waiver or course of dealing.
- (b) This Agreement constitutes the entire agreement of the parties pertaining to the subject matter contained herein and supersedes all prior agreements and negotiations, whether written or oral. No supplement, modification or amendment to, or waiver of, this Agreement shall be binding unless set forth in a writing, which expressly refers to this Agreement and is signed by all parties hereto.
- (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (d) This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- (e) This Agreement shall be construed and enforced in accordance with the laws of the State of OHIO.

Article IV - Effective Date

Subject to Section 3.2, this Agreement shall take effect on 2/1/10 (insert date).

In witness whereof, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, on the date first above written.

Acknowledgement	
Service Provider	Employer
Great American Benefit Administrators	Victor Valley Community College
Authorized Signature	Authorized Signature
Lana K. Woodring	GH Javaheripour
Senior Vice President	Vice-President, Admin Services

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

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

TOPIC: REVISED LEASE AGREEMENT – XEROX CORPORATION

SUBMITTED BY: Robert A. Sewell, Auxiliary Services

RECOMMENDED BY: GH Javaheripour  _____

APPROVED BY: Robert Silverman  _____

Description/Background:

The District wishes to enter into a revised six-year lease agreement with Xerox Corporation which permits the trade-in of three older model copier machines & controllers used in the Campus Printshop for new, upgraded models, at a reduced cost to the college. The new copiers will reduce the per copy cost for black & white and color copies.

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

Need:

These new machines are needed to yield longer production print runs without operator attention or intervention to change toner/developer, enhanced quality with less toner per page and to scan two sided paper on a single pass. The Campus Printshop has need for more archival options and high compression PDF and searchable text scan features.

Fiscal Impact:

- 1. Projected \$3,893 a month for the first six months with a projected savings of \$23,358
- 2. Projected \$2,014 a month for the remaining 7–72 months with a projected savings of \$132,924

Total projected savings - \$156,282

Recommended Action:

It is recommended that the Board of Trustees approve the revised lease agreement with Xerox Corporation.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

Lease Agreement



Customer: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

BillTo: VICTOR VALLEY COMMUNITY COLLEGE DIST
18422 Bear Valley Rd
Victorville, CA 92395-5849

Install: VICTOR VALLEY COMMUNITY COLLEGE DIST
Print Shop
18422 Bear Valley Rd
Victorville, CA 92395-5849

State or Local Government Negotiated Contract : 072164800

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	120DPSC (NUVERA 120 EA SYSTEM) - Basic Finsher Module - Feed Module Scanner - Imposition License - Image Quality Pack - Productivity Pack - Postscript & Ppml Sw - Day2 Productivity + - Productivity Plus - Customer Ed - Analyst Services	Lease Term: 72 months Purchase Option: FMV	- Xerox 6115 S/N H2L113140 Trade-In as of Payment 39 - Canon Imagerunner Pro 150+ Return to Vendor (CRP) - Canon Imagerunner 105 Return to Vendor (CRP)	3/11/2010
2.	P4112CPC (4112 COPIER/PRINTER) - High Capacity Feeder - D3 Zfold **promo** - D5 Booklet Finisher - Customer Ed	Lease Term: 72 months Purchase Option: FMV	- Xerox 4110CP S/N WEY111790 Trade-In as of Payment 39 - Konica Minolta Bizhub 7272 Return to Vendor (CRP)	3/11/2010
3.	D252XV (EXTERNAL DFE D252'V) - Professional Finishr - Customer Ed	Lease Term: 72 months Purchase Option: FMV	- Canon Clc 5100 Return to Vendor (CRP) - Canon Clc 3200 Return to Vendor (CRP)	3/11/2010

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 8 pages including this face page.

Signer: GH Javaheripour

Phone: (760)245-4271

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

HENRY ALDERETE
(760)241-8044

For information on your Xerox Account, go to
www.xerox.com/AccountManagement





Solution (Cont'd)

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
4. EX252 (EX SERV/XPPRO 242/52)		Lease Term: 72 months Purchase Option: FMV	- Xerox DC250EFIO S/N AXA605999 Trade-In as of Payment 37 - Xerox 61XX CNTRL S/N VNH994199 Trade-In as of Payment 39 - Xerox DCOL240AO S/N VGW626922 Trade-In as of Payment 39	3/11/2010

Monthly Pricing

Item	Lease	Print Charges			Maintenance Plan Features
	Minimum Payment	Meter	Volume Band	Per Print Rate	
1. 120DPSC	\$5,429.37	1: Meter 1	1 - 200,000 200,001+	Included \$0.0039	- Consumable Supplies Included for all prints
2. P4112CPC	\$2,228.40	1: Total	All Prints	\$0.0019	- Consumable Supplies Included for all prints
3. D252XV	\$830.64	1: Color 2: BW	All Prints All Prints	\$0.0490 \$0.0129	- Consumable Supplies Included for all prints
4. EX252	\$541.17	N/A	N/A	N/A	- Full Service Maintenance Included
Total	\$9,029.58	Minimum Payments (Excluding Applicable Taxes)			

Introductory Pricing

You are receiving special Introductory Pricing. Your Minimum Payment for Products identified in the Pricing Detail table below will be adjusted during the Introductory Pricing period as set forth in the Pricing Detail table, and will be different from the Minimum Payment during the balance of this Agreement. The Pricing Detail table illustrates how the Minimum Payment will be affected during the Introductory Pricing period.

Monthly Minimum Pricing Summary for all 4 items to be installed at this location during the 6 Month Introductory Period

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Full Amount
Products	\$7,530.58	\$7,530.58	\$7,530.58	\$7,530.58	\$7,530.58	\$7,530.58	\$9,029.58
Total	\$7,530.58	\$7,530.58	\$7,530.58	\$7,530.58	\$7,530.58	\$7,530.58	\$9,029.58

Introductory Pricing Detail for Each Applicable Item

Item	Contract Months	Product Minimum Payment	Print Charges			Maintenance Plan Features
			Meter	Volume Band	Per Print Rate	
1. 120DPSC	1 - 6	\$4,529.37	1: Meter 1	1 - 200,000 200,001+	Included \$0.0013	- Full Service Maintenance Included for all prints - Consumable Supplies charge only
2. P4112CPC	1 - 6	\$1,629.40	1: Total	All Prints	\$0.0019	- Full Service Maintenance Included for all prints - Consumable Supplies charge only
3. D252XV	1 - 6	\$830.64	1: Color 2: BW	All Prints All Prints	\$0.0290 \$0.0049	- Full Service Maintenance Included for all prints - Consumable Supplies charge only

Terms and Conditions

INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

5. COMPETITIVE REPLACEMENT PRODUCTS. You are acquiring the Products to replace the product(s) identified as "CRP" ("CRP Equipment"). You agree to return the CRP Equipment to your lessor no later than 60 days following installation of the Products that are replacing the CRP Equipment. Upon request, you will provide Xerox with documentation of such return.

6. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent ("Consumable Supplies"). For full-color Equipment, Consumable Supplies will also include color toner

and developer. For Phaser Products, Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies includes Cartridges that are furnished with pre-paid shipping labels, you will return used Cartridges to Xerox for remanufacturing. Upon expiration of this Agreement you will return to Xerox any unused Consumable Supplies that are furnished with pre-paid shipping labels and destroy all other unused Consumable Supplies. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide an inventory of Consumable Supplies in your possession.

7. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

8. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.

9. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

10. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess

Terms and Conditions

the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

12. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.

13. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server /DocuSP software that is Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready, FreeFlow Process Manager, FreeFlow Output Manager, FreeFlow Web Services, FreeFlow Document Library, FreeFlow Prepress Suite, Print Shop PDF Conversion Tool, FreeFlow Print Manager - Advanced Path Print, and Digipath to FreeFlow Software Upgrade) ("FreeFlow Application Software") and will be additive to those found elsewhere in this Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software".

A. FreeFlow Software may contain Java technology licensed from Sun Microsystems, Inc. ("Sun"). You may not create additional classes to, or modifications of, the Java technology, except under compatibility requirements through a separate agreement available at www.java.net. Sun supports and thanks the global community of open source developers for its important contributions. Sun benefits from this community through the open standards-based technology from which many of Sun's products were developed. Please note that portions of FreeFlow Software may be provided with notices and licenses from open source developers and other third parties that govern the use of those portions. Any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses, however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all FreeFlow Software.

B. FreeFlow Base Software may contain Intellifont Software licensed from Monotype Imaging, Inc. ("Monotype"). You acknowledge that title to the Intellifont Software remains at all times with Monotype and agree not to disclose the Intellifont Software to any third party without the prior written consent of Monotype and Xerox.

C. FreeFlow Software may include and/or incorporate certain software provided by

Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110 ("Adobe").

1. Adobe, Adobe Configurable PostScript Interpreter, Adobe Normalizer, Adobe Postscript and Adobe PDF Library (individually and collectively "Adobe Licensed Software") are either registered trademarks or trademarks of Adobe in the United States and/or other countries. Any use by you of trademarks permitted hereunder will be in accordance with accepted trademark practice, including identification of the trademark owner's name.

2. Adobe is a third party beneficiary of this Agreement to the extent that this Agreement contains provisions which relate to your use of Adobe Licensed Software. Such provisions are made expressly for the benefit of Adobe and are enforceable by Adobe in addition to Xerox.

3. You are granted the right to use (i) the digitally-encoded machine-readable outline data ("Font Programs") encoded in the special format and in the encrypted form ("Coded Font Programs") to produce weights, styles, and versions of letters, numerals, characters and symbols ("Typefaces") on the unit(s) of Equipment with which the Coded Font Programs were provided by Xerox, or if you install FreeFlow Application Software on a computer that you supply, then only on such computer; and (ii) the trademarks used by Xerox to identify the Coded Font Programs and Typefaces only to identify printed output produced by the Coded Font Programs.

4. You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula.html, you may also embed copies of the Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

5. If you license FreeFlow Process Manager without also licensing the 100-User PDF Conversion or the Maximum-User PDF Conversion option, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes. If you have also licensed the 100-User PDF Conversion option, you may use FreeFlow Process Manager to convert files into the Adobe PDF format for a maximum of one hundred (100) users.

6. If you license FreeFlow Web Services, you may use high resolution Adobe PDF files resulting from the automated conversion of documents only for your subsequent printing purposes.

D. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by this Agreement; (c) use the embedded code within the FreeFlow Software outside of the equipment on which it was installed in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) publish the results of any benchmark tests of database software licensed from Oracle Corporation that is incorporated in FreeFlow Application Software; (f) use the FreeFlow Software for any purpose other than to carry out the purposes of this Agreement; or (g) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

E. Upon not less than forty-five (45) days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities. You agree to cooperate with the audit and provide reasonable assistance and access to information including, but not limited to, relevant records, agreements, workstations, servers, and technical personnel. If an audit reveals that you have underpaid fees in excess of five percent (5%), then you will pay Xerox's and/or its licensors' reasonable costs of conducting the audit.

F. In the event FreeFlow Process Manager is subject to a lending or leasing arrangement entered into with a party other than Xerox ("Financing Arrangement"), then, for the shorter of ten (10) years from the date of such Financing Arrangement or the specified term thereof, the party that provides the Financing Arrangement will not be prevented from enforcing a valid security interest by the nontransferable nature of the license granted to you hereunder, provided that the rights acquired by such party will otherwise be restricted in accordance with the terms set forth in the Agreement governing Application Software.

Terms and Conditions

G. If you license FreeFlow Makeready Copyright Management ("FFCM"), the following terms apply: 1. You will not disclose the results of any benchmark test of Microsoft SQL Server to any third party without Microsoft's prior written approval. 2. If you use the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"), you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rightsholder terms governing use of materials, which are accessible in FFCM. 3. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. 4. THE CCC SERVICE IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 5. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

H. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: 1. You may only install and use FreeFlow Process Manager on a computer having the ability to run a maximum of four processors. 2. Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications ("Workstation"). 3. If you use FreeFlow Application Software with any hardware or software other than a Workstation, all representations and warranties accompanying such FreeFlow Application Software will be void and any support/maintenance you contract for in connection with such FreeFlow Application Software will be voidable and/or subject to additional charges. 4. You are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications. Xerox reserves the right to charge its then-current time and materials rate for any time spent supporting a Workstation that does not meet Xerox's published specifications.

PRICING PLAN/OFFERING SELECTED:

14. TERM. The Term for each unit of Equipment will commence upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

15. PAYMENT. Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

16. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

17. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges, each such increase not to exceed 10.0%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%. These adjustments will occur at the commencement of each annual contract cycle.

18. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery and removal charges. Non-standard delivery and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.

19. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

20. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the

end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

21. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

GENERAL TERMS & CONDITIONS:

22. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

23. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

24. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

25. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

26. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

27. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

28. WARRANTY & FINANCE LEASE DISCLAIMERS. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

29. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

30. TITLE & RISK OF LOSS. Until you exercise your Purchase Option: (a) title to

Terms and Conditions

Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

31. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

32. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-

law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

33. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

Item	Trade-In Model and Serial Number	Allowance	Total Applied To Equip Balance
1. 120DPSC	Xerox 6115 S/N H2L113140	\$104,768.00	\$104,768.00
2. P4112CPC	Xerox 4110cp S/N WEY111790	\$45,500.00	\$45,500.00
4. EX252	Xerox 61xx Cntrl S/N VNH994199 Xerox Dcol240ao S/N VGW626922	\$27,811.00 \$21,557.00	\$49,368.00


34. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
1. 120DPSC	- Refinance of Non-Xerox and Xerox Agreements	\$5,317.00	10%	\$1,775.00
2. P4112CPC	- Refinance of Non-Xerox and Xerox Agreements	\$9,436.00	10%	\$3,149.60
4. EX252	- Refinance of Xerox Agreement	\$4,639.00	10%	\$1,548.68

35. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately

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

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

TOPIC: SITE GROUND LEASE AGREEMENT
SUBMITTED BY: Robert A. Sewell, Auxiliary Services
RECOMMENDED BY: GH Javaheripour 
APPROVED BY: Robert Silverman _____

Description/Background:

Approval is requested authorizing the District to execute a Site Ground Lease Agreement by and between the District and Excelsior Education Center for school purposes as authorized by the Charter Agreement between Victor Valley Union High School District and Excelsior Education Center and in accordance with California Education Code Sections 81430 to 81432. Excelsior currently leases 3.64 acres from the District.

Need:

Excelsior Education Center has a need to lease additional facilities, 25 modulares in the District's Lower Campus Complex, while construction is taking place on property under current lease between the District and Excelsior Education Center.

Excelsior Education Center has a need for additional facilities until December 2011.

Fiscal Impact: Revenue to the District

\$35,712 monthly (May 2010 to Dec 2010),
\$36,783.36 monthly (Jan 2011 to Dec 2011).
Total base contract \$727,096.36.
Utilities & Parking to be paid by Excelsior

Recommended Action:

It is recommended that the Board of Trustees authorize the District to execute the Site Ground Lease Agreement by and between the District and Excelsior Education Center for school purposes as authorized by the Charter Agreement between Victor Valley Union High School District and Excelsior Education Center and in accordance with California Education Code Sections 81430 to 81432.

Legal Review: YES X NOT APPLICABLE _____

Reference for Agenda: YES X NO _____

SITE GROUND LEASE AGREEMENT

This SITE GROUND LEASE AGREEMENT (“Lease”) is entered into between Excelsior Education Center (“Lessee”) and the Victor Valley Community College District, a California community college district (“Lessor”).

The parties hereto agree as follows:

1. Property.

- a. Lessor owns certain real property depicted in Attachment I commonly known as Victor Valley College (“College Site”). Subject to the following terms and conditions, Lessor leases to Lessee and Lessee leases from Lessor that portion of the College Site, depicted in Attachment 2 described as Lower Campus Complex and any applicable easements for access to the Property and related utilities (the “Property”). Unit numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, *RR, *20, 21, 22, 23, and 24. Twenty-three (23) – 24’ x 40’ Units and *Two (2) – 12’ x 40’ Units for a total of approximately 23,040 sq. ft.
- b. Lessee agrees to take the Property “as is” and to make any necessary improvements, repairs and/or maintenance, at Lessee’s sole cost to bring the Property up to educational standards as required for Lessee use, subject to the provisions set forth in this Lease. Prior to taking any action to physically alter the Property except those actions authorized herein, Lessee shall obtain the written consent of Lessor.

2. Use.

- a. Subject to the terms of this Lease, Lessee shall have the right to use the Property for school purposes as authorized by the Charter Agreement between Lessee and the Victor Valley Union High School District (“Charter”). Such use includes Lessee’s right to install, construct, and maintain an additional Four (4) modulars as depicted in Attachment 2, and to surround the Property with fencing, at Lessee’s sole cost, for school purposes. Lessee shall have the right of access between properties and joint use of parking lots in 3a.
- b. Lessee shall at all times comply with all applicable laws, codes, rules and regulations, including without limitation any rules and regulations of Lessor or, relating to (1) installation and construction of Lessee’s Facility’ (2) Lessee’s use of the Property; and (3) the conduct of business on the Property; including without limitation. Public Resources Code Sections 21000 et seq. (the California Environmental Quality Act.); and any land use approval required by any governmental entity.

3. Use of Parking Lots.

- a. Lessee is entitled to reserved parking space in Lot 13 and joint use unreserved parking in Lot 16 as depicted in Attachment 1. Students, faculty, staff and guests are subject to

Victor Valley College parking regulations and procedures. Lessor will be responsible to maintain said parking lots.

4. Joint Use of Athletic Areas.

- a. Lessor will allow Lessee the use of their athletic fields and other athletic areas upon availability. Requests for usage will be made 30 days in advance and Lessor retains the right to refuse any requests.
- b. The cost to Lessee will be at the normal and customary rate of the Lessor.
- c. Lessee will allow Lessor, after Lessor's inspection and upon Lessor's written request, the option to purchase four (4) modular units at One dollar (\$1) each. Lessor must take ownership of modular units in May 2010.

5. Term.

- a. The original term of this Lease ("Original Term") shall commence on the first day of May, 2010 and terminate the sooner of December 31, 2011, or upon Lessee providing a six (6) month notice to terminate.
- b. If Lessee remains in possession of the Property, or any portion of, at the expiration of this Lease, except as otherwise provided herein, this Lease shall continue in force upon the same terms and conditions on a month to month basis ("Renewal Term") until and unless terminated by either party by giving the other party, at least sixty (60) days before the end of such additional period, written notice that no further extensions shall occur under this provision.

6. Rent.

- a. Original Term and Renewal Term. The monthly rent for the Property ("Monthly Rent") initially shall be calculated at \$1.55 per sq. ft initially totalling \$35,712. The Monthly Rent shall increase on January 1 of each year throughout the Original Term and the Renewal Term by three percent (3%) of the current Monthly Rent in effect immediately preceding the increase.
- b. Payment of Monthly Rent. Within thirty days (30) days of the executed Lease, Lessee agrees to pay three (3) months rent, for May 2010 – July 2010. Beginning August, 2010 Monthly Rent shall be paid to Victor Valley College, c/o Auxillary Services, 18422 Bear Valley Road, Victorville, CA 92395-5850, or as Lessor may otherwise direct from time to time, in writing, at least 30 days prior to any rent payment date. Any payment of Monthly Rent received ten (10) or more calendar days after the due date shall accrue interest at the rate of percent (10%) per annum from the due date until payment in full is received by Lessor.

7. Improvement: Access.

- a. Lessee shall have the right (but not the obligation) with prior notification, at any time following the full execution of this Lease and prior to the Commencement Date to enter the College Site for the purpose of making inspections and engineering surveys (and soil tests where applicable) and other tests relative to installing and constructing Lessee's Facility.
- b. Lessee shall have the right (but not the obligation), to enter the Property at any time after April 1, 2010, to make necessary improvements, repairs and/or maintenance, at Lessee's sole cost to bring the Property up to educational standards as required for Lessee use, with prior notification. At any time following the full execution of this Lease, with prior notification, to enter the College Site for the purpose of making inspections and engineering surveys (and soil tests where applicable) and other tests relative to installing and constructing Lessee's Facility and to prepare for the construction of Lessee's Facility.
- c. Lessee shall do all work necessary to prepare, add, maintain and alter the Property for Lessee's Facility and to install any required utility lines and transmission lines. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense by licensed and bondable contractors in a good and workmanlike manner.
- d. In constructing Lessee's Facility, Lessee shall install utilities (including emergency or backup battery or transportable generator power), at Lessee's expense, and improve the present utilities on or near the Property.
- e. Lessee shall obtain any and all approvals which are required by the State of California, any public agency, any utility and the HOA.

8. Taxes, Utilities and Maintenance.

- a. Lessee shall fully and promptly pay for all utilities furnished to the Property for the use, operation and maintenance of the communications portion of Lessee's Facility. If practicable, Lessee shall install, at Lessee's expense, a separate electric meter and pay for electricity directly. If electricity is provided by Lessor, Lessee shall install a sub-meter for determining the cost for utility service as used by Lessee.
- b. Lessee shall maintain the Property throughout the Term and Renewal Terms in good condition, ordinary wear and tear excepted. Lessee shall professionally maintain the Property including exterior walls, common areas, heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Lessee shall be responsible for their janitorial service to maintain the Property. Lessee shall not be required to make any repairs to the College Site, except for damage to the College Site caused by Lessee, its employees, agents, contractors, subcontractors, subtenants or invitees.

9. Rules/Regulations.

- a. Lessee agrees to comply with all rules and regulations of Lessor

10. Alterations.

- a. Lessee agrees not to make any alterations in or about the Property, including installation of trade fixtures or signs, without Lessor's prior consent, which shall not be unreasonably withheld. Any alterations to the Property shall be done according to Law and with required permits. Lessee shall give Lessor advance notice of the commencement date of any planned alteration, so that Lessor, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Lessor's interest in the Property. Lessor may also require Lessee to provide Lessor with lien releases from any contractor performing work on the Property.
- b. Upon expiration of the term of this Lease (or prior termination), Lessee shall restore the Property to the same condition they were in when turned over to Lessee at the commencement of the term.

11. Government Imposed Alterations.

- a. Any alterations required by Law as a result of Lessee's use shall be Lessee's responsibility. Lessor shall be responsible for any other alterations required by Law. Lessor represents that the Property was built compliant with federal and state ADA rules and regulations and Lessee agrees not to make any changes to the Property that would result in noncompliance with ADA.

12. Entry

- a. Lessee shall make Property available to Lessor for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services. Lessee and Lessor agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Lessor or Lessor's representative may enter Property at any time without prior notice.

13. Lessee's Obligations Upon Vacating Property

- a. Upon termination of agreement, Lessee shall give Lessor all copies of all keys to Property, vacate Property and surrender it to Lessor empty of all persons and personal property.

14. Insurance.

- a. During the Term and any Renewal Term, and thereafter until the property is vacated, and prior to the Commencement Date if Lessee enters the Property Lessee shall maintain, at its expense, commercial general liability insurance, naming Lessor as an

additional insured, providing coverage of \$2,000,000 per occurrence for bodily injury and property damage in addition to statutory workers' compensation insurance.

- b. Lessee's personal property, fixtures, equipment, inventory and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Lessee is to carry Lessee's own property insurance to protect Tenant from any such loss.
- c. Lessee's liability insurance shall name Lessor as additional insured. Lessee, upon Lessor's request, shall provide Lessor with a certificate of insurance establishing lessee's compliance. Lessor shall maintain liability insurance insuring Lessor, but not Lessee, plus property insurance in an amount sufficient to cover the replacement cost of the property. Both Lessor and Lessee release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

15. Indemnification.

- a. Except for Lessor's negligence of willful misconduct: Lessee shall indemnify, defend, protect and hold harmless Lessor, its affiliates, and each of its directors, officers, partners, shareholders, agents, students, invitees, and employees, from and against any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorney's fees) arising out of or resulting from:
 - i. the use or occupancy of the Property by Lessee or its employees, agents, contractors, subcontractors, students or invitees or the condition or operation of Lessee's Facility; and
 - ii. any mechanics or material man's liens or stop notices filed in connection with any work done on the Property or the College Site and at the request or direction of Lessor, cause any such mechanic's or material man's liens and any such stop notices to be released by posting an appropriate release bond therefore.
- b. Except for Lessee's negligence or willful misconduct: Lessor shall indemnify, defend, protect and hold harmless Lessee, and its affiliates, and each of their directors, officers, partners, shareholders, agents and employees from and against any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) arising out of or resulting from use and operation of the College Site by Lessor or its employees, agents, contractors, tenants (other than Lessee) or invitees or the condition of the College Site; provided that Lessor, its affiliates and each of their directors, officers, partners, shareholders, agents, students, volunteers and employees shall have no liability for any injury, damage, liability, loss, cost or expense occasioned by theft, fire, act of God, civil disturbance, strike, order of governmental authority interruption of utility service or other cause of beyond their reasonable control.

16. Title: Quiet Enjoyment: Subordination.

- a. Lessor warrants that:
 - i. it owns good and sufficient title to and interest in the Property or the College Site; and
 - ii. there are no liens, encumbrances, covenants, restrictions or judgments affecting the Property or the College Site which impede or adversely affect Lessee's intended use of the Property; and
 - iii. Lessor has full right, power and authority to execute, deliver and perform this Lease; and
 - iv. so long as Lessee is not in material default under this Lease, Lessee shall have undisturbed, quiet and peaceful use and enjoyment of the Property throughout the Term and any Renewal Term. Notwithstanding the foregoing: Lessee acknowledges that Lessee agrees that Lessor or its employees, agents, contractors, tenants (other than Lessee) or invitees shall have no liability for any damage to Lessee's Facility resulting from the intended use of the College Site adjacent to Lessee's Facility.
- b. Lessor shall use its best efforts to obtain from each holder of any underlying lease, mortgage, land contract, deed of trust or other existing lien rights affecting the Property with priority over this Lease, a recordable agreement, in form reasonably acceptable to Lessee, to recognize and not disturb this Lease and Lessee's right to possession, use and enjoyment hereunder so long as Lessee is not in default. At the option of Lessor, this Lease may be subordinated to any future underlying lease, mortgage, deed of trust or lien affecting the Property, and to any renewal, modification or replacement thereof, provided that the holder thereof executes and delivers a recordable non-disturbance agreement in form reasonably acceptable to Lessee.

17. Environmental.

Lessor represents that to the best of its knowledge the Property and College Site have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents that to the best of its knowledge no Hazardous Materials or underground storage tanks are located on or near the Property of College Site. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement of entering into this Lease. During the Term and Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto College Site in accordance with all federal, state and local laws and regulations and shall impose on any lessee, licensee or other party using any portion of College Site the same obligation. Lessee shall not bring any Hazardous Materials onto the Property except

for those contained in its backup power batteries (e.g., lead-acid batteries) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g., cleaning solvents). Lessee shall handle, store and dispose of all Hazardous Materials it brings onto the Property in accordance with all federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulations and specifically includes but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof).

18. Resolution of Disputes.

- a. Except as set forth in subsection (c) below, all controversies arising out of or relating to this lease or any related instruments shall be resolved by submission to final and binding arbitration at the offices of JAMS/Endispute ("JAMS") in the county in which College Site is located. Such arbitration shall be conducted in accordance with the then most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules. The final decision of the arbitrator shall be binding on the parties and shall not be subject to appellate review.
- b. The aggrieved party shall initiate arbitration by sending written notice of its intention to arbitrate to the other party to this Lease and to JAMS. Such notice shall contain a description of the dispute, the amount in controversy, and the remedy sought. The parties shall execute any and all documents and statements required by JAMS for the arbitration settlement of the dispute, the amount in controversy, and the remedy sought. The parties shall execute any and all documents and statements required by JAMS for the arbitration settlement of the dispute in accordance with the JAMS Rules. In no event shall any demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim would be barred by the applicable statute of limitations.
- c. Lessor and Lessee shall be entitled to obtain immediate equitable relief, such as by temporary restraining order and injunction, in state or federal court to prevent any violation of any of the covenants, conditions or provisions contained in this Lease.
- d. The arbitrator shall have no right or power to award punitive damages, or to award any relief that could not be awarded by a court or other tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to attorneys' fees, pursuant to Section 19f.
- e. Once a written request for arbitration has been made, each party shall have the right to conduct discovery pursuant to the procedures set forth in the Civil Discovery Act of 1986, as amended, even if an action has not been filed.

19. Miscellaneous.

- a. If any provision of this Lease, the deletion or modification of which would not adversely affect the receipt of any material benefit by either party, is declared by a court of competent jurisdiction (or by an arbitrator) to be invalid or unenforceable, then the remainder of this Lease shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. In lieu of each provision of this Lease that is valid or unenforceable, there shall be added as part of this Lease an enforceable provision as similar in terms to such invalid or unenforceable provision as possible.
- b. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. Notwithstanding the foregoing: Lessee shall not assign all or any portion in this Lease, whether voluntarily, by operation of law or otherwise, including without limitation, subleasing any portion of the Property without the prior written consent of Lessor which Lessor may withhold for any reason whatsoever in its sole discretion.
- c. Any notice or demand required herein shall be given personally, by certified or registered mail, postage prepaid, return receipt requested, by confirmed fax, or by reliable overnight courier to the address of the respective parties set forth on the signature page. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.
- d. Except for consent or approval in which a party has sole discretion, where the consent or approval of either Lessor or Lessee is required, such consent or approval shall not be unreasonably withheld or delayed.
- e. This Lease shall be governed, construed and interpreted under the laws of the State of California. This Lease shall be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either party. This Lease shall not be interpreted or construed against the party preparing it.
- f. In the event of any dispute or legal proceeding (including arbitration under Section 18 between the parties arising out of or relating to this Lease or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs, and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding, any counterclaims or cross-complaints, any action to confirm, correct or vacate an arbitration award, any appeals and any proceedings to establish and recover such costs and expenses, in such amount as the court or arbitrator determines reasonable. Any party entering a voluntary dismissal of any legal proceeding without the consent of the opposing party in such proceeding shall be deemed the non-prevailing party.

- g. Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.
- h. Each person executing this Lease for either Lessee or Lessor represents, for himself or herself and for the party for which the person purports to act, that such person is authorized to execute the Lease on behalf of such party, that such person is acting within the scope of such person's authority, and the party has the authority, to enter into this Lease and to be bound by the terms of this Lease.
- i. Time is of the essence of this Lease.
- j. This Lease including all attachments and riders constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases and agreements, written or oral, concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease shall be effective only if in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of _____, 2010.

LESSOR:

VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT, a community college district

By: _____
Vice President Administrative Services

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395-5850

LESSEE:

EXCELSIOR EDUCATION CENTER

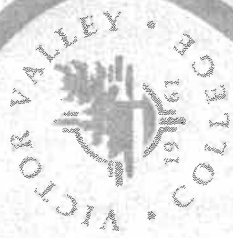
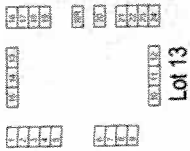
By: 
Director or Designee

Excelsior Education Center
12217 Spring Valley Parkway
Victorville, CA 92395

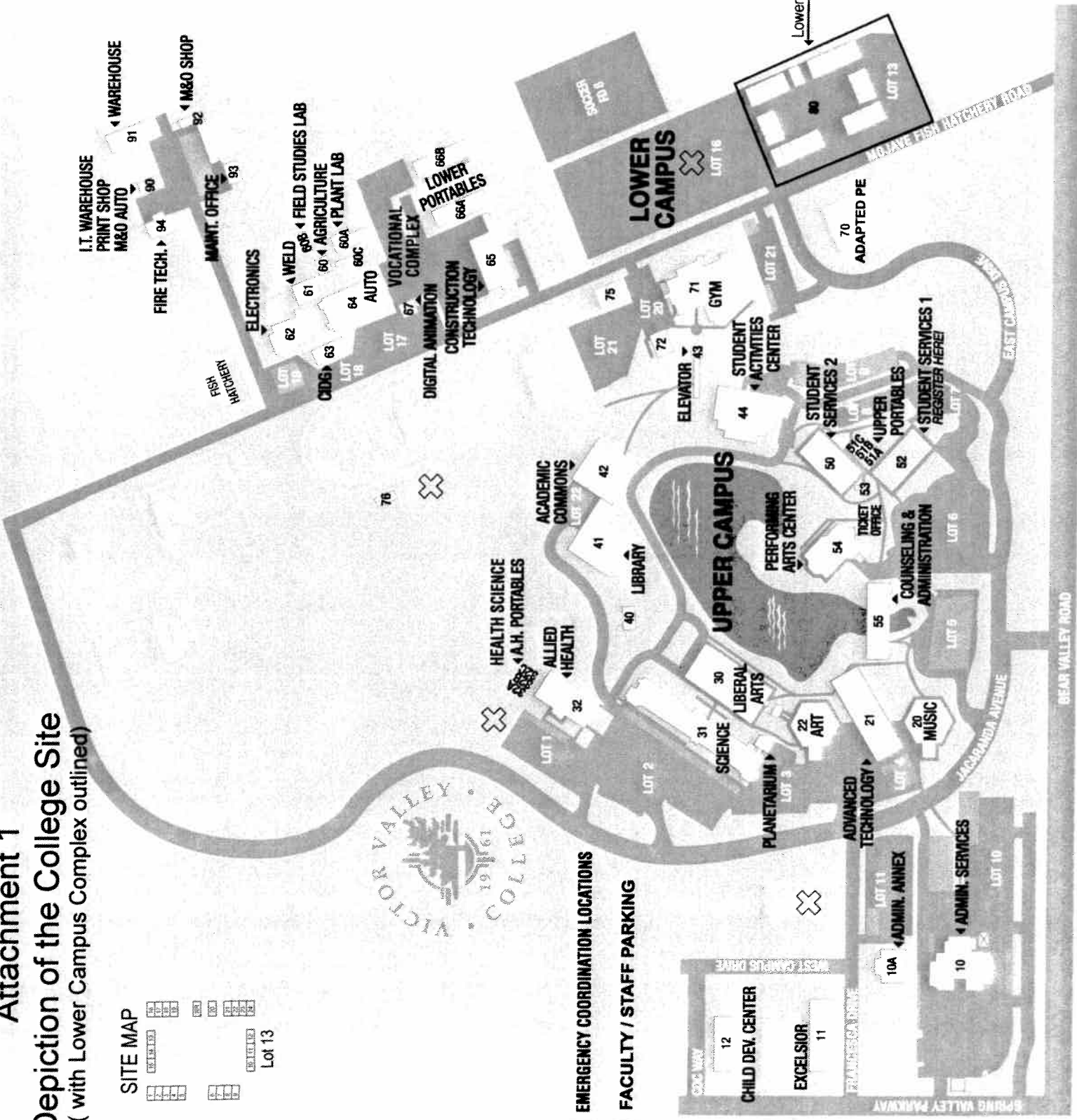
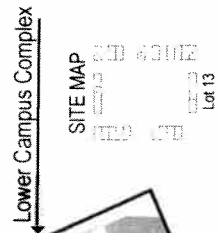
Attachment 1

Depiction of the College Site (with Lower Campus Complex outlined)

SITE MAP



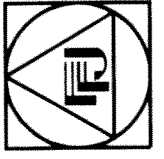
EMERGENCY COORDINATION LOCATIONS
 FACULTY / STAFF PARKING



Attachment 2

Depiction of Lower Campus Complex

(with proposed relo. classrooms)



Frick, Frick & Jetté
Architects, Inc.
 19153 Town Center Drive
 Suite 101
 Apple Valley, CA 92308
 (760) 240-6211
 www.fj-arch.com

REMOVED PARKING SPACES
 24



PROPOSED RELO. CLASSROOMS
 VICTOR VALLEY COLLEGE

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

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

TOPIC: NONRESIDENT TUITION FEE

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

Pursuant to Education Code Section 76140, community colleges are required to establish a nonresident tuition fee rate for the next fiscal year. Using the attached worksheet, the options for establishing this rate include:

- 1. the statewide basis (\$183), or
- 2. the district basis (\$191)

The majority of community colleges in California use the statewide basis for establishing this fee. Historically the District has opted for the lower of the two fees and wishes to continue to use the statewide basis for establishing the nonresident tuition fee.

Nonresident students pay the regular enrollment fee of \$26 per unit in addition to the nonresident tuition.

Need: N/A

Fiscal Impact:

The district collects approximately \$135,000 annually in nonresident tuition fees. Based on this, the difference in revenue between the two options is \$5,684.

Recommended Action:

It is recommended that the Board of Trustees approve the nonresident tuition rate of \$183 per unit (statewide basis). This nonresident tuition fee will be effective for the 2010 Fall Semester.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

**California Community Colleges
2010-11 NONRESIDENT FEES WORKSHEET**

2010-11 NONRESIDENT TUITION FEE (ECS 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
A. Expense of Education for Base Year (2008-09 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$ 6,903,979,351	\$56,514,933	\$ _____
B. Annual Attendance FTES (Recal 2008-09)	1,313,192	10,264	_____
C. Average Expense of Education per FTES (A ÷ B)	\$ 5,257	\$5,506	\$ _____
D. US Consumer Price Index Factor (2 years)	x 1.043	x 1.043	x 1.043
E. Average Cost per FTES for Tuition Year (C x D)	\$ 5,483	\$5,743	\$ _____
F. Average Per Unit Nonresident Cost: Semester-System (E ÷ 30 units)	\$ 183	\$191	\$ _____
OR			
Quarter-System (E ÷ 45 units)	\$ 122	\$ _____	\$ _____

NOTE:

“B. Annual Attendance FTES” includes all student contact hours of attendance in credit and noncredit courses for resident students, nonresident students and apprentices; however apprentice hours are divided by 525 to compute an FTES equivalent. Round tuition fee to the nearest dollar.

Column 3 is an option only for use by a district with ten percent or more noncredit FTES (Education Code Section 76140(e)). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

The district governing board at its February 9 _____, 2010 meeting adopted a **nonresident tuition fee** of \$183 _____ per semester unit or \$ _____ per quarter unit.

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

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

2010-11 NONRESIDENT STUDENT CAPITAL OUTLAY FEE (ECS 76141)

For districts electing to charge a **capital outlay fee** to **ANY** nonresident student (as discussed in the memo), please compute this fee as follows:

- a. Capital Outlay expense for 2008-09 \$ _____
- b. FTES for 2008-09 _____
- c. Capital outlay expense per FTES (*line a divided by line b*) _____
- d. Capital Outlay Fee per unit:
 - 1. Per semester unit (*line c divided by 30 units*) _____

OR

- 2. Per quarter unit (*line c divided by 45 units*) _____
- e. 2010-11 Nonresident Student Capital Outlay Fee (*the lesser of line d OR 50% of adopted 2010-11 Nonresident Tuition Fee*) _____

The district governing board at its _____, 20__ meeting adopted a **nonresident capital outlay fee** of \$ _____ per semester unit or \$ _____ per quarter unit.

Upon adoption of nonresident tuition fee by your district governing board by February 1, 2010, please submit a copy of this report by February 15, 2010 to:

**California Community Colleges Chancellor's Office
Fiscal Services Unit
1102 Q Street, 4th Floor
Sacramento, CA 95811-6549 FAX (916) 323-3057**

District

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

Contact Person

Mary Pringle

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


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

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

TOPIC: FOUNDATION DONATIONS

SUBMITTED BY: Ginger Ontiveros, Victor Valley College Foundation

RECOMMENDED BY: GH Javaheripour  _____

APPROVED BY: Robert Silverman  _____

Description/Background:

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$229,964.73 and transferred \$33,748.85 in student scholarships for a total cash contribution of \$263,713.58. The Foundation has also received and is transferring ownership of in-kind (non-cash) gifts valued at \$9,201. Total contributions from the Foundation for October-December 2009 are \$272,914.58 to the District.

Need: N/A

Fiscal Impact: \$272,914.58 to the District

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

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

Project Description	Post date	Trans. Amount	Account Description	Reference
Athletics-General	10/7/09	\$ 750.00	Outside Labor	Women's Volleyball Training
Football Team	10/20/09	\$ 500.00	Scholarships	Payroll for Charles Walker, Football
Soccer	10/20/09	\$ 52.63	Awards & Recognition	Reimbursement for Soccer Fundraiser Gift Prize
Soccer	10/20/09	\$ 104.40	Printing	Printing Soccer Team Letters
Athletics Total:		\$ 1,407.03		
CNSA of VVC	10/13/09	\$ 519.60	Travel	Credit Card Charges
Fall - Odd Nursing Class	10/20/09	\$ 453.15	Equipment / Supplies	Reimbursement for Nursing Caps
Fall - Odd Nursing Class	10/20/09	\$ 637.82	Equipment / Supplies	Nursing Caps
Fall - Odd Nursing Class	10/19/09	\$ 239.52	Hospitality	Reimbursement for Nursing Job Fair
Fall - Odd Nursing Class	10/19/09	\$ 50.10	Equipment / Supplies	Reimbursement for Nursing Job Fair
Nursing Total:		\$ 1,900.19		
Dr. Prem Reddy Fund	10/7/09	\$ 18,599.92	Grants Awarded	Prem Reddy Grant Expenses
Parachute Project	10/13/09	\$ 1,033.54	Grants Awarded	Credit Card Charges
Grants Total:		\$ 19,633.46		
Fire Technology Program	10/26/09	\$ 1,100.00	Equipment / Supplies	Gear Bags for Fire Tech
Fire Tech Total:		\$ 1,100.00		
General Scholarship Clearing Fund	10/15/09	\$ 5,256.25	Scholarships	Scholarships Received thru 10/15/09
General Scholarship Clearing Fund	10/8/09	\$ 5,134.48	Scholarships	Scholarships Received thru 10/8/09
General Scholarship Clearing Fund	10/2/09	\$ 5,432.62	Scholarships	Scholarships Received thru 10/1/09
General Scholarship Clearing Fund	10/2/09	\$ 117.00	Scholarships	Scholarship Transfers thru 10/1/09
General Scholarship Clearing Fund	10/26/09	\$ 1,096.00	Scholarships	Scholarships Received thru 10/26/09
Scholarships Total:		\$ 17,036.35		
Model United Nations Club	10/7/09	\$ 200.00	Admission / Entry Fees	Model UN
Model United Nations Club	10/20/09	\$ 750.00	Admission / Entry Fees	2009 CalMUN Fall Registration Fees
MUN Total:		\$ 950.00		
Paramedic Academy	10/7/09	\$ 212.45	Equipment / Supplies	Paramedic Academy Uniform Shirts
Paramedic Total:		\$ 212.45		

VVC FOUNDATION SUPPORT TO VVC Expenditures Made From Cash Donations October, 2009				
Project Description	Post date	Trans. Amount	Account Description	Reference
The California Wellness Foundation	10/13/09	\$ 3,639.60	Grants Awarded	Grant Admin. 9/18/09-10/09/09
TCWF Total:		\$ 3,639.60		
GRAND TOTAL:		\$ 45,879.08		

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
November, 2009

Project Description	Post date	Trans. Amount	Account Description	Reference
Football Team	11/19/09	\$ 145.00	Dues & Subscriptions	Men's Basketball and Football Conference Fees
Men's Basketball	11/19/09	\$ 350.00	Dues & Subscriptions	Men's Basketball and Football Conference Fees
Soccer	11/10/09	\$ 252.84	Printing	Flyers and Envelopes
Women's Tennis	11/23/09	\$ 500.00	Outside Labor	Additional Pay for Men's Tennis
Women's Tennis	11/23/09	\$ 152.67	Hospitality	Reimbursement for Snacks for Tennis
Athletics Total:		\$ 1,400.51		
CNSA of VVC	11/23/09	\$ 345.00	Education & Training	Credit Card Charges
CNSA of VVC	11/23/09	\$ 471.99	Travel	Credit Card Charges
Fall - Odd Nursing Class	11/19/09	\$ 178.13	Awards & Recognition	Candles for Nursing Graduation
Fall - Odd Nursing Class	11/10/09	\$ 855.92	Printing	Nursing Photographs
Fall - Odd Nursing Class	11/10/09	\$ 5,347.24	Awards & Recognition	Nursing Graduation Stoles and Pins
Fall - Odd Nursing Class	11/19/09	\$ 2,504.01	Printing	Nursing Yearbooks
Fall - Odd Nursing Class	11/19/09	\$ 380.00	Facilities & Decorations	Facility Use for Nursing Graduation
Nursing Total:		\$ 10,082.29		
General Scholarship Clearing Fund	11/19/09	\$ 2,362.50	Scholarships	Scholarships Received thru 11/19/09
Robert Vincent Journalism Scholarship Fund	11/19/09	\$ 400.00	Scholarships	Scholarships Received thru 11/19/09
Scholarships Total:		\$ 2,762.50		
Grants - General	11/23/09	\$ 165.00	Advertising	Credit Card Charges
Parachute Project	11/10/09	\$ 5.00	Grants Awarded	Reimbursement for Parking
Grants Total:		\$ 170.00		
Model United Nations Club	11/10/09	\$ 87.00	Printing	Flyers and Envelopes
MUN Total:		\$ 87.00		
Paramedic Academy	11/10/09	\$ 376.25	Facilities & Decorations	Facility Rental for Paramedic Graduation
Paramedic Academy	11/19/09	\$ 500.00	Education & Training	Coroner Office Autopsy Visit
Paramedic Total:		\$ 876.25		
The California Wellness Foundation	11/23/09	\$ 1,213.20	Grants Awarded	Grant Admin. 10/10/09-10/30/09
TCWF Total:		\$ 1,213.20		
GRAND TOTAL:		\$ 16,591.75		

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

November, 2009

Date	Constituent	Fund	Gift Value	Reference
10/21/2009	Mary Williams	VVC-Construction	\$4,700.00	Drill press, machinist tool kit
11/3/2009	Christine Shoptaw	VVC-Auto	\$4,500.00	1997 Saturn
11/4/2009	Christina Shelby	FR-Library	\$1.00	Book donation
Grand Total:			\$9,201.00	

3 Gift(s) listed

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
December, 2009

Project Description	Post date	Trans. Amount	Account Description	Reference
Athletics-General	12/8/09	\$ 471.43	Printing	Athletic Shop to Earn Flyers
Women's Basketball	12/8/09	\$ 108.75	Printing	Banner for Women's Basketball
Athletics Total:		\$ 580.18		
College Departments General (Budget)	12/8/09	\$ 2,000.00	Refund	Transfer San Manuel Donation to Pow Wow Account
College Departments Total:		\$ 2,000.00		
Fall - Odd Nursing Class	12/2/09	\$ 54.19	Facilities & Decorations	Flowers for Nursing Graduation
Fall - Odd Nursing Class	12/8/09	\$ 269.76	Office Expense	Reimbursement for NP4 Luncheon
Nursing Alumni	12/8/09	\$ 382.11	Equipment / Supplies	Nursing Alumni Sweatshirts
VVC Nursing Weekend College	12/10/09	\$ 177,706.14	Grants Awarded	Evening/Weekend Nursing Qtrly Installment 10/09
Nursing Total:		\$ 178,412.20		
Fire Technology Program	12/21/09	\$ 171.69	Hospitality	Coffee Service for Fire Tech
Fire Tech Total:		\$ 171.69		
Garcia, Lorena (Campus Grant)	12/2/09	\$ 1,025.00	Grants Awarded	Skills One / Stron Profile Admin (100)
Jones, Scott (Campus Grant)	12/8/09	\$ 1,319.91	Grants Awarded	Scott Jones Faculty Grant
Campus Grants Total:		\$ 2,344.91		
General Scholarship Clearing Fund	12/8/09	\$ 1,500.00	Scholarships	Scholarships received thru 12/08/09
General Scholarship Clearing Fund	12/2/09	\$ 10,450.00	Scholarships	Scholarships Received thru 12/2/09
General Scholarship Clearing Fund	12/8/09	\$ 2,000.00	Scholarships	Scholarships received thru 12/08/09
Scholarships Total:		\$ 13,950.00		
Grants - General	12/22/09	\$ 11.07	Meals	Credit Card Charges
Grants - General	12/22/09	\$ 332.20	Travel	Credit Card Charges
Grants Total:		\$ 343.27		
Paramedic Academy	12/8/09	\$ 249.04	Awards & Recognition	Reimbursement for Paramedic Graduation Awards
Paramedic Academy	12/2/09	\$ 300.00	Printing	Paramedic Graduation Announcements
Paramedic Academy	12/22/09	\$ 90.94	Travel	Credit Card Charges
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor

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

Project Description	Post date	Trans. Amount	Account Description	Reference
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 57.09	Awards & Recognition	Paramedic Exam Proctor
Paramedic Academy	12/8/09	\$ 282.75	Printing	Paramedic Graduation Award Plaques
Paramedic Total:		\$ 3,379.82		
The California Wellness Foundation	12/22/09	\$ 60.68	Awards & Recognition	Credit Card Charges
TCWF Total:		\$ 60.68		
GRAND TOTAL:		\$ 201,242.75		

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

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

TOPIC: 2008 – 2009 PERFORMANCE AUDIT ON GENERAL OBLIGATION BONDS

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The Messner & Hadley Certified Public Accountancy firm of Victorville has completed the 2008-2009 performance audit for the Proposition 39 (Measure JJ) General Obligation Bonds. Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds deposited into the Building Capital Projects Fund have been expended only for the authorized bond projects.

The conclusion as reported by the auditing firm is as follows:

Based upon our procedures performed, we found that, for the items tested, Victor Valley Community College District has properly accounted for the Capital Projects Bond Fund. Furthermore, it was noted that the funds held in the Capital Projects Bond Fund, were not expended for salaries of school administrators or other operating expenditures.

Need:

State mandated

Fiscal Impact: None

Recommended Action:

It is recommended the Board of Trustees accept the 2008-2009 bond performance audit as presented.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

Victor Valley Community College District
Proposition 39 General Obligation Bonds
General Obligation Bonds Election 2008
Series A, B and C

PERFORMANCE AUDIT
June 30, 2009

Victor Valley Community College District
Proposition 39 General Obligation Bonds
General Obligation Bonds Election 2008
Series A, B, and C

PERFORMANCE AUDIT
June 30, 2009

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Summary Schedule of Prior Audit Findings.....	7



Paul S. Messner, CPA
Cindra J. Hadley, CPA
James M. Quinn, CPA, CFE

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Victor Valley Community College District
Victorville, California

We have examined Victor Valley Community College District's compliance with the performance requirements for the Proposition 39/Measure JJ General Obligation Bonds for the fiscal year ended June 30, 2009, under the applicable provisions of Section 1(b)(3)(C) of Article XIII A of the California Constitution and Proposition 39 as they apply to the Bonds and the net proceeds thereof. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, Victor Valley Community College District complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2009.

Messner & Hadley, LLP.

Messner & Hadley, LLP
Certified Public Accountants

Victorville, California
December 22, 2009

- 1 -

17072 Silica Drive, Suite 101 • Victorville • California 92395
(760) 241-6376 • Fax (760) 241-2011
10670 Civic Center Drive, Suite 110 • Rancho Cucamonga • California 91730
(909) 466-0900
messnerandhadley.com

Victor Valley Community College District
Proposition 39 General Obligation Bonds
General Obligation Bonds Election 2008
Series A, B, and C

PERFORMANCE AUDIT
June 30, 2009

OBJECTIVES

The objectives of our performance audit were to:

- Determine the expenditures charged to the District Bond Construction Fund
- Determine whether expenditures charged to the Bond Construction Fund have been made in accordance with the bond project list approved by the voters through the approval of the Election of 2008, General Obligation Bonds, Series A, B, and C.
- Note any incongruities or system weaknesses and provide recommendations for improvement
- Provide the District Board and the Citizens Oversight Committee with a performance audit as required under the guidelines of the California Constitution and Proposition 39.

SCOPE OF THE AUDIT

The scope of our performance audit covered the fiscal year from July 1, 2008 to June 30, 2009. The expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than the proceeds of the bonds, were not included within the scope of our audit. Expenditures incurred subsequent to June 30, 2009 were not reviewed or included within the scope of our audit or within this report.

Victor Valley Community College District
Proposition 39 General Obligation Bonds
General Obligation Bonds Election 2008
Series A, B, and C

PERFORMANCE AUDIT
June 30, 2009

BACKGROUND INFORMATION

In November 2000, the voters of the State of California approved Proposition 39 authorizing the issuance of general obligation bonds by California public school districts and community colleges under certain circumstances and subject to certain conditions. In November of 2008, a general obligation bond proposition (Measure JJ Election of 2008) of the Victor Valley Community College District was approved by more than fifty-five percent of the voters of that District. The Election of 2008 authorized the District to issue up to \$297,500,000 of general obligation bonds to upgrade, expand, and construct school facilities. On June 17, 2009, the District issued Series A in the amount of \$54,004,962.90. Also On June 17, 2009, the District issued Series B in the amount of \$12,000,000. Lastly on June 17, 2009 the District issued Series C in the amount of \$70,017,065.

Pursuant to the requirements of Proposition 39 and related State legislation, the Board of Trustees of the District has appropriately established a Citizens' Bond Oversight Committee and appointed its members. The principal purpose of the Citizens' Bond Oversight Committee, as set out in State law, is to inform the public as to the expenditures of the proceeds of the bonds issued pursuant to the Election of 2008 bond authorization. The Citizens' Oversight Committee is required to issue at least one report annually as to its activities and findings.

Section 1(b)(3)(C) of Article XIII A of the California Constitution requires the District to conduct an annual independent performance audit to ensure that the proceeds of the bonds deposited into the Building Capital Projects Fund have been expended only for the authorized bond projects.

Victor Valley Community College District
Proposition 39 General Obligation Bonds
General Obligation Bonds Election 2008
Series A, B, and C

PERFORMANCE AUDIT
June 30, 2009

PROCEDURES PERFORMED

We obtained the general ledger and the project expenditure summary reports and detail prepared by the District for the fiscal year ended June 30, 2009 for the Capital Projects Bond Fund. Within the fiscal year audited, we confirmed with the client that there were no expenditures of the General Obligation bond funds prior to the year end date of June 30, 2009. We performed the following procedures:

- Review and evaluate Bond Program financial records to confirm that no expenditures of bond monies took place during the fiscal year audited, ending June 30, 2009.
- Review and evaluate compliance with selected Federal, State and local requirements as well as relevant Proposition 39 requirements.
- Evaluate the processes used to identify facility needs, programming and coordination to comprehensively address site requirements and coordination with various user groups and stakeholders.
- Review and assessment of procurement controls for consistency, adherence to District purchasing policies and application of competitive and fair sub-contracting policies.
- Evaluate the District's policies, procedures and practices to obtain lien releases, prevent claims and project closeout issues and compare to bond project practices for conformity.
- Review and evaluate Bond Program staffing patterns/plans, program workflow, and analysis of relevant expenditures in relation to need.
- Review and evaluate District policies, procedures and practices related to the on-going management of change orders and related costs.
- Identify areas of effective practice and areas needing improvement within the framework of each of the major scope areas identified above.

Victor Valley Community College District
Proposition 39 General Obligation Bonds
General Obligation Bonds Election 2008
Series A, B, and C

PERFORMANCE AUDIT
June 30, 2009

CONCLUSION

Based upon our procedures performed, we found that, for the items tested, Victor Valley Community College District has properly accounted for the Capital Projects Bond Fund. Furthermore, it was noted that the funds held in the Capital Projects Bond Fund, were not expended for salaries of school administrators or other operating expenditures .

Victor Valley Community College District
Proposition 39 General Obligation Bonds
General Obligation Bonds Election 2008
Series A, B, and C

PERFORMANCE AUDIT
June 30, 2009

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

No current year findings were noted.

Victor Valley Community College District
Proposition 39 General Obligation Bonds
General Obligation Bonds Election 2008
Series A, B, and C

PERFORMANCE AUDIT
June 30, 2009


SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

No prior year findings were noted.

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

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

TOPIC: Adoption of Resolution and Memorandum of Understanding between the City of Victorville, City of Hesperia, Excelsior Education Center and the Associated Student body of Victor Valley Community College

SUBMITTED BY: GH Javaheripour, Vice President, Administrative Services 

RECOMMENDED BY: Robert Silverman, Superintendent/President

APPROVED BY: Robert Silverman  _____

Description/Background:

The intersection of Fish Hatchery Road and Bear Valley Road has been a difficult location on campus since the establishment of the college. Traffic coming down the hill without a signal results in difficulty for our students and staff pull onto Bear Valley Road. Over the past years, the number of accidents at that intersection has been very high. The City of Victorville with the other cities in the area applied for a grant to create the signal and a Park and Ride lot at that intersection. The design and development of the signal has finally, after approximately 10 years, reached a point where a plan was submitted for bid. The bid was returned and it is about \$128,000 above the amount of the budgeted cost of the signal.

Need: At this time, there is a need to contribute college funds to accomplish the project. The total amount needed is \$128,000 however; we have commitments from City of Hesperia, Excelsior Education Center, City of Victorville, and our student body to contribute to this shortfall. As you see on the attached MOU each group has verbally agreed to an amount but each amount is subject to public action to be able to spend the funds. If all the contributions are received, the district liability will be \$30,000.

Fiscal Impact: Not to exceed \$128,000, locally bond funded.

Recommended Action:

Adoption of the resolution and authorization of the Memorandum of Understanding to be signed by Superintendent/President upon approval by other agencies.

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

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF VICTORVILLE, THE CITY OF HESPERIA,
EXCELSIOR EDUCATION CENTER, ASSOCIATED STUDENT BODY OF VICTOR
VALLEY COMMUNITY COLLEGE AND THE VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT FOR THE CONSTRUCTION OF THE TRAFFIC SIGNAL AT
FISH HATCHERY ROAD AND BEAR VALLEY ROAD
[BEAR VALLEY ROAD]**

This Memorandum of Understanding (“MOU”) is made and entered into this ___ day of _____, 2010, by and between the CITY OF VICTORVILLE, a Municipal Corporation (“VICTORVILLE”), the CITY OF HESPERIA, a Municipal Corporation (“HESPERIA”), EXCELSIOR EDUCATION CENTER, a State Funded Charter School (“EXCELSIOR”), the ASSOCIATED STUDENT BODY OF VICTOR VALLEY COMMUNITY COLLEGE (“ASB”), and the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, a California Community College (“COLLEGE”), who are referred to herein collectively as the “Parties”.

RECITALS

WHEREAS, the design and construction of a traffic signal at Fish Hatchery Road and Bear Valley Road (the “Project”) is necessary for proper traffic and pedestrian circulation in the area; and

WHEREAS, the Project is located within the jurisdiction of HESPERIA; and

WHEREAS, VICTORVILLE does not have sufficient funding for the improvements required by the Project; and

WHEREAS, due to the proximity of the Project to HESPERIA, EXCELSIOR, and COLLEGE and the corresponding benefits to said entities and ASB of the completion of the Project, the Parties desire the installation and construction of the traffic signal at Fish Hatchery Road and Bear Valley Road,

NOW, THEREFORE, for valuable consideration expressed herein, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose.**

a. This MOU sets forth the mutual understanding by and between the Parties for purposes of sharing of costs and contributing sufficient resources for the installation of the Project by VICTORVILLE.

b. The Parties agree that the installation and construction of the Project is a substantial public benefit in favor of the Parties.

2. **Financial Contributions.**

a. To the extent permitted by the laws of the State of California and of the respective agencies, the Parties intend for the Project to have sufficient funding to ensure successful completion of the Project.

b. As of the effective date of this MOU, VICTORVILLE estimates that successful completion of the Project will cost an additional funding of approximately \$128,000.00. Based on that amount, the contributions of each of the Parties shall be as follows, and each party hereto agrees to contribute the foregoing amounts:

i.	VICTORVILLE:	\$28,000.00
ii.	HESPERIA:	\$30,000.00
iii.	EXCELSIOR:	\$20,000.00
iv.	ASB:	\$20,000.00
v.	COLLEGE:	\$30,000.00

c. To the extent the above amounts are insufficient to complete the Project, COLLEGE agrees to provide additional contributions sufficient to ensure successful completion of the Project, subject to approval by COLLEGE's governing board. Any further contributions by COLLEGE will be effectuated by written addenda to this MOU.

d. If at the conclusion of the project any monies remaining shall be returned to the signatories of this agreement on a basis of their contribution.

3. **Cooperation and Indemnification.**

a. The Parties agree to work in cooperation to accomplish the mutual objective of completing the Project.

b. VICTORVILLE shall indemnify, protect, defend and hold harmless the other Parties hereto, and their respective officers, directors, agents, servants and employees, from and against any and all losses, liabilities, costs, claims, expenses and damages ("Losses") incurred or suffered by the indemnified Party resulting from a failure by VICTORVILLE to perform its obligations under or comply with the terms of this MOU (including, but not limited to, the construction of the Project), or resulting from the negligence of or its officers, employees, agents and representatives, except to the extent such Losses arise from the indemnified Party's fraud, gross negligence or willful misconduct. Such indemnity shall include, without limitation, reasonable attorney fees and costs incurred by the Party entitled to indemnification pursuant to this paragraph.

4. **Compliance with Applicable Statutes, Ordinance, and Regulations.**

a. The Parties shall comply with all applicable federal, state and local laws and regulations.

b. In constructing the Project, VICTORVILLE shall comply with all applicable federal, state, and county statutes, ordinances and regulations. VICTORVILLE shall serve as the lead agency under the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA") for the Project. No party to this MOU shall be required to contribute funds under section 2 of this MOU until VICTORVILLE provides proof of CEQA compliance for the Project.

5. **Term of this MOU.** The term of this MOU shall commence on the date first written above and shall continue in full force and effect for the earlier of two (2) years or successful completion of the Project, as evidenced by the issuance of a notice of completion and release of any securities held by VICTORVILLE.

6. **Non-assignability.** This MOU shall not be assigned by any party without first obtaining the express written consent of the other Parties.

7. **Notices.** Any and all notices or other communications required or permitted by this MOU or by law to be served on or given to either party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom directed or, in lieu of such personal services, when deposited in the United States mail, postage pre-paid to:

VICTORVILLE:
City of Victorville
Contact Person: Jim Cox
Address: 14343 Civic Drive
Address: PO Box 5001
Victorville, CA 92393-5001
Phone number: 760.955.5029

HESPERIA:
City of Hesperia
Contact Person: Mike Podegracz
Address: 9700 Seventh Avenue
Address: Hesperia, CA 92345
Phone number: 760.947.1025

EXCELSIOR EDUCATION CENTER:
Contact Person: Dr. Ralph Baker
Address: 12217 Spring Valley Parkway
Address: Victorville, CA 92392
Phone number: 760.245.4448

ASSOCIATED STUDENT BODY:

Victor Valley Community College District

Contact Person: Mary Mazzola

Address: 18422 Bear Valley Road

Address: Victorville, CA 92395

Phone number: 760.245.4271

COLLEGE:

Victor Valley Community College District

Contact Person: GH Javaheripour

Address: 18422 Bear Valley Road

Address: Victorville, CA 92395

Phone number: 760.245.4271

8. **Authority to Execute.** The persons executing this MOU on behalf of the Parties warrant and represent that they have the authority to execute this MOU on behalf of each respective Party and further warrant and represent that they have the authority to bind each respective Party to the performance of its obligation hereunder.

9. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California. The venue shall be in the County of San Bernardino.

10. **Relationship of the Parties.**

a. Nothing contained in this MOU shall be construed as creating a joint venture, partnership or any similar arrangement between the Parties. None of the Parties to this MOU shall be deemed to be a representative, an agent or an employee of any of the other Parties. Unless otherwise expressly specified in this MOU, no Party shall have the authority or right to assume or create an obligation of any kind or nature, express or implied, on behalf of, or in the name of any of the other Parties, nor bind any of the other Parties in any respect, without the specified prior written authorization of that Party.

b. None of the employees of any Party to this MOU shall be considered an employee of any of the other Parties, nor shall such employees be entitled to any of the benefits which pertain to employees of any of the other Parties. Each Party shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this MOU.

c. The Parties agree that this MOU is made solely for the benefit of the Parties, and no third person or entity shall be deemed to have any rights or remedies hereunder, except as provided in this MOU.

11. **Amendments.** No change, amendment, or modification of this MOU shall be valid or binding upon the Parties unless such change, amendment, or modification is in writing and duly executed by all Parties.

12. **Waiver.** The Parties shall not be deemed to have waived any provision of the MOU unless such waiver is in writing and signed by such Party.

13. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties with respect to the matters herein and shall supersede and replace any and all other prior understandings, correspondence and agreements, oral or written, between the Parties.

14. **Effective Date.** The effective date of this MOU shall be the date first written in the first paragraph of this MOU as the date made and entered by and between the Parties.

15. **Execution in Counterparts.** This MOU may be signed by the different Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same MOU.

16. **Subject Headings** The subject heading of the paragraphs in this MOU are included solely for the purposes of convenience and references and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any provision of this MOU.

17. **No Interpretation Against Drafting.** This MOU has been negotiated at arm's length between the Parties hereto. Accordingly, any rule or law (including California Civil Code §1635 et seq.) or legal decisions that would require interpretation of any ambiguities in this MOU against the party that has drafted the applicable provisions, is not applicable and is waived. The provisions of this MOU shall be interpreted in a reasonable manner to effect the purpose of the Parties.

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

VICTORVILLE

City of Victorville

By: _____
Name: _____
Its: _____

Date: _____

HESPERIA

City of Hesperia

By: _____
Name: _____
Its: _____

Date: _____

EXCELSIOR

Excelsior Education Center

By: _____
Name: _____
Its: _____

Date: _____

ASB

Associated Student Body of Victor Valley Community College

By: _____
Name: _____
Its: _____

Date: _____

COLLEGE

Victor Valley Community College District

By: _____
Name: _____
Its: _____

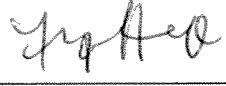
Date: _____

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

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

TOPIC: ACADEMIC FIRST-YEAR CONTRACT RECOMMENDATIONS

SUBMITTED BY: Chris O'Hearn, Deputy Superintendent, Executive Vice President, Instruction

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

According to Education Code 87608 requirements, first-year contract employees must be evaluated in accordance with established procedures.

Need:

Linda Lorena Garcia, counselor (career & transfer), is currently a probationary academic employee under a first year contract, and formal board action on continuing employment is required.

Fiscal Impact: Budgeted item

Recommended Action: It is recommended that the Board of Trustees enter into a one-year contract with Linda Lorena Garcia, counselor (career & transfer) for the 2010-2011 academic year.

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: ACADEMIC SECOND-YEAR CONTRACT RECOMMENDATIONS

SUBMITTED BY: Chris O'Hearn, Deputy Superintendent, Executive Vice President, Instruction

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

According to Education Code 87608 requirements, second-year contract employees must be evaluated in accordance with established procedures.

Need:

The following employees are currently probationary second-year academic employees, and formal board action on continuing employment is required:

Marsha Cole	Child Development
Yoko Inagi	Librarian

Fiscal Impact: Budgeted item

Recommended Action: It is recommended that the Board of Trustees enter into a two-year contract with Marsha Cole (child development) and Yoko Inagi (librarian) for the 2010-2011 and 2011-2012 academic years.

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: ACADEMIC TENURE RECOMMENDATIONS

SUBMITTED BY: Chris O'Hearn, Deputy Superintendent, Executive Vice President, Instruction

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Robert Silverman *RS*

Description/Background:

According to Education Code 87608 requirements, third consecutive contract employees must be evaluated in accordance with established procedures.

Need:

The following probationary employees are currently third consecutive contract academic employees, and formal board action on continuing employment is required:

- | | |
|-----------------|--------------------------------|
| Dino Bonzonelos | Political Science |
| Gregory Jones | Communication Studies (speech) |
| Renate Longoria | Nursing |
| Said Ngobi | Mathematics |
| David Oleson | Paramedic |
| Michael Visser | Administration of Justice |

Fiscal Impact: Budgeted item

Recommended Action: It is recommended that the Board of Trustees grant tenure for all subsequent academic years to the probationary employees listed above.

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: NEW CLASSIFIED POSITION, CHILD DEVELOPMENT CENTER
CLASSIFIED ASSOCIATE TEACHER

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

The district seeks board approval of a new CDC associate teacher position (185 days, Range 10). This position is in alignment with the California Department of Education's calendar and grant.

Need:

Board approval is required to approve this new classified position.

Fiscal Impact: Range 10, (\$2919—\$3724), grant funded

Recommended Action: It is recommended that the Board of Trustees approve the new classified position of Child Development Center associate teacher, effective February 10, 2010.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: CHILD DEVELOPMENT CENTER ASSOCIATE TEACHER

FLSA STATUS: NONEXEMPT

BASIC FUNCTION:

Under the general direction of an area administrator, assist in the preparation and implementation of the daily program at the VVC Child Development Center (CDC); assist with ongoing assessment testing of the children ages 2.9 through kindergarten age.

REPRESENTATIVE DUTIES:

Assist with the preparation and implementation of the daily program at the CDC. *E*

Assist with assessment testing of children ages 2.9 through kindergarten age utilizing Desired Results Development Profile and other assessment testing instruments/equipment. *E*

Assist in creating and maintaining a safe and stimulating environment. *E*

Establish and maintain cooperative working relationships with others, including children, parents and other staff members. *E*

Attend all staff meetings and in-services. *E*

Provide work direction to aides, volunteers and student teachers. *E*

May perform duties of the Permit Teacher in his or her absence.

Perform other related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Basic procedures and policies of the Child Development Center programs and services.

Interpersonal skills using tact, patience and courtesy.

Effective communication skills.

District organization, policies, rules and programs related to the Child Development Center.

Assessment testing instruments, including Desired Results Development Profile.

Permit teacher duties and requirements.

ABILITY TO:

Learn department and program goals.

Communicate effectively with parents and other individuals from diverse academic, socio-economic cultures, ethnic and disability backgrounds.

Provide work direction and guidance to others as assigned.

Child Development Center Associate Teacher - Continued

Assist with assessment testing of children ages 2.9 through kindergarten age.
Establish and maintain cooperative working relationships with others, including children, parents and other staff.
Effectively work with difficult or abusive children and difficult parents.
Meet Permit Teacher requirements within ten (10) years.

EDUCATION AND EXPERIENCE:

Must qualify for or possess a valid Child Development Associate Teacher Permit which includes the following:

- 1) Valid CPR and/or First Aid Certification.
- 2) 12 units of EDE/CD course work including core courses.
- 3) 50 days of 3+ hours per day within 2 years.

LICENSES AND OTHER REQUIREMENTS:

Possession of food handler's card.
Obtain fingerprint clearance.
Ability to pass a TB test every 2 years.
Possession of valid California Driver's License.
Must meet Permit Teacher requirements within ten (10) years.

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.

Indoor and Outdoor Work Environment:

While performing the duties of this job the employee is regularly required to sit, use hands to handle materials, speak to communicate, see to observe children and requires ordinary hearing ability. The employee is occasionally required to bend at the waist, stoop, crouch, stand and walk. The employee is regularly required to push swings and lift or carry children 45 pounds or heavier.

Child Development Center environment; subject to constant interruptions.

Incumbents may be exposed to blood or other bodily fluids and standard cleaning chemicals.

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

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

TOPIC: NEW CLASSIFIED POSITION, LABORATORY AIDE

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi *[Signature]*

APPROVED BY: Robert Silverman *[Signature]*

Description/Background:

The district seeks board approval of a new classified laboratory aide position (10 months, Range 12).

Need:

Board approval is required to approve this new classified position.

Fiscal Impact: Range 12, (\$3384—\$4319)

Recommended Action: It is recommended that the Board of Trustees approve the new classified position of laboratory aide (10 months), effective February 10, 2010.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: LABORATORY AIDE

FLSA STATUS: NONEXEMPT

BASIC FUNCTION:

Under general supervision of an area administrator, prepare laboratory materials, maintain and issue laboratory supplies and equipment and support instructional activities for assigned science laboratories.

REPRESENTATIVE DUTIES:

Prepare laboratory experiment materials and equipment; weigh, combine and mix solutions and ingredients required for experiments and dispense into proper containers for use. *E*

Assist instructors in instructional activities within laboratory; type and photocopy handouts, student exams, and quizzes and provide other assistance as needed. *E*

Adjust and maintain equipment in safe and clean working condition; care for and maintain laboratory animals and plants in proper condition. *E*

Assemble and set up electrical and mechanical experiment apparatus required for daily activities as directed; use or operate a variety of student scientific and laboratory equipment and tools related to assigned biological or chemical laboratory(s); clean and ensure proper maintenance and storage of equipment. *E*

Maintain inventory and receive laboratory equipment and materials; prepare orders and purchase materials from local vendors as required. *E*

Monitor and provide direction to students and student workers in laboratory preparation, safety and lab clean-up.

Annually transport human cadavers and respectfully wash and wrap bodies per assigned specifications.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Basic laboratory equipment and supplies, and materials.

Freshman-level procedures of assigned science laboratory(s).

General principles, equation and facts of assigned science laboratory(s) subject matter at the college freshman level.

Proper methods and procedures for safe handling of chemicals, equipment and apparatus.

Laboratory Aid – Continued

small animals and plants for college laboratories.
Operation of basic equipment and tools used within assigned science laboratory(s).
Handling and care of human cadavers, and preserved specimens.
Regulations related to handling and disposing of hazardous materials.

ABILITY TO:

Prepare materials for assigned science laboratory(s).
Prepare freshman level lab experiments and demonstrations.
Prepare laboratory experiment materials and equipment such as weighing, combining and mixing solutions and ingredients required for experiments.
Connect electrical cables and mechanical components to assemble simple laboratory apparatus safely and properly.
Follow recipes and instructions to prepare, dispense and sterilize lab materials and equipment.
Understand and follow oral and written directions.
Establish and maintain cooperative and effective working relationships with others including those from diverse academic, socioeconomic, cultural, ethnic and disability backgrounds.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Associate's degree in science or other related field.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

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.

Laboratory Environment:

While performing the duties of this job the employee is required to perform moderate to heavy lifting; bend at the waist; stand for extended periods of time; see and use fingers and hands to prepare laboratory equipment and materials.

Incumbents may be exposed to hazardous chemicals, sharp items and the handling of poisonous and/or dangerous animals and reptiles.

Some evening work required (until 9:00 or 10:00 p.m.) and weekend work may be required.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: NEW CLASSIFIED POSITION, CHILD DEVELOPMENT CENTER
CLASSIFIED SITE SUPERVISOR

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

The district seeks board approval of a new CDC classified site supervisor position (190 days, Range 14). This position is in alignment with the California Department of Education's calendar and grant.

Need:

Board approval is required to approve the new classified position.

Fiscal Impact: Range 14, (\$4441—\$5666), grant funded

Recommended Action: It is recommended that the Board of Trustees approve the new classified position of Child Development Center Classified Site Supervisor, effective February 10, 2010.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: CHILD DEVELOPMENT CENTER CLASSIFIED SITE SUPERVISOR

FLSA STATUS: NONEXEMPT

BASIC FUNCTION:

Under the direction of an area administrator, coordinate the responsibilities of planning and implementation of a developmentally appropriate program for the daily activities and functions of the Child Development Center; lead and mentor associate teachers, assistants, student teachers, and volunteers in providing quality service in the care, development and instruction of children while implementing the philosophies and pedagogy of the Child Development Department and Center; and assure compliance with state and local regulatory agencies and district policies.

REPRESENTATIVE DUTIES:

Represent CDC during licensing and other regulatory site visits during periods of absence of area administrator.

Assist the area administrator in fully complying with all aspects of the Contract Monitoring Review.

Coordinate, plan and implement consistent and predictable daily activities keeping within the parameters of the Child Development Center facilities and curriculum based upon the State mandated Desired Results Standards, in accordance with the policies and philosophy of the Child Development Center; conduct ongoing authentic assessment of the children, record daily anecdotes, and maintain a portfolio on each child.

Mentor and provide direction to all college students, including practicum, EOPS, Co-Op Ed, Federal Work Study, and volunteers; provide direction and guidance to teaching staff; guide and direct parent volunteers in the classroom.

Individualize the program to meet the needs of each child with concern for their interests, abilities, special talents, cultural backgrounds, style and pace of learning.

Prepare detailed reports as required.

Set up and maintain the physical environment in accordance with the Early Childhood Environment Rating Scale, adapting to the current needs and interests of the children.

Child Development Center Classified Site Supervisor - Continued

Regularly inspect site facilities for health, safety, fire, and occupancy violations and take corrective actions, as needed.

Assist with and monitor compliance of staff work schedules to insure legal ratios, safe coverage and efficient use of personnel.

Maintain resources and equipment of the center.

Communicate and maintain ongoing positive communication and effectively work with a system of shared governance, including area administrator, Child Development faculty and administration.

Provide for orientation and participation of parents, initiate and conduct parent conferences sharing pertinent information in the child's growth and development based on the analysis of the Desired Results Standards, support Parent Advisory Committee and maintain all records.

Assist in establishing eligibility of clients and waiting list; implement enrollment policies, conduct certification of parents and children.

Assist parents with the referral process for children with identifiable developmental delays or disabilities.

Arrange for repairs, custodial care and maintenance of a safe, healthy, uncluttered and ordered environment, aid in monthly disaster drills, referring ill children to office staff, and keeping the classroom clean, uncluttered and equipment in good repair; clean and maintain the floors, bathrooms, tables, and work areas, and perform laundry duties.

Tour facilities with visitors and provide information regarding center programs and activities.

Treat all children with dignity and respect, implementing constructive discipline policies and the principles of conflict resolution in discipline situations.

Submit timely requests for all classroom supplies, materials and equipment.

Operate a personal computer and peripheral equipment to enter data, maintain records, and generate reports; utilize fax machine, word processing, spreadsheet and other software as required.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Child Development Center Classified Site Supervisor - Continued

Principles of child development and psychology.
Educational, emotional, physical and dietary needs and requirements of children.
Principles and practices of training.
Maintain knowledge of relevant and current laws, rules and regulations related to assigned activities, including Title V and Title XXII and assure that site operations and personnel are in compliance.
Basic procedures and policies of the Child Development Center and Child Development Department programs and services.
Interpersonal skills using tact, patience and courtesy.
Operation of various office equipment.
Health and safety regulations and appropriate precautions and procedures.
Menu planning and nutritional standards and guidelines.
Effective communication skills.
Applicable rules and regulations in District organization and policies, programs related to the Child Development Center.
Desired Results for Children and Families and Contract Monitoring Review.
Permit teacher duties and responsibilities.

ABILITY TO:

Plan, prepare and direct the daily activities and functions of the Child Development Center.
Assure compliance with state and local agencies, and District policies.
Prepare and maintain accurate records, logs and reports.
Learn department and program goals.
Provide work direction and coordinate CDC activities and trainings.
Assist staff in developing daily and weekly lesson plans.
Assume responsibility for basic operations of the Child Development Center in the area administrator's absence.
Assist area administrator in research and development of funding opportunities.
Assist with the preparation and implementation of the annual budget.
Prepare and maintain accurate records, logs and reports.
Establish and maintain positive communication with parents
Implement and monitor enrollment policies, rules, and regulations, ensure enrollment compliance.
Meet schedules and timelines.
Lead and train staff, student workers, parents and volunteers.
Communicate effectively with parents and other individuals of diverse academic, socioeconomic cultures, ethnic and disability backgrounds.
Establish and maintain cooperative working relationships with others including other staff, students, parents and children.

EDUCATION AND EXPERIENCE:

Applicant must possess the minimum of a valid Commission on Teacher Credentialing Child Development Site Supervisor Permit; five years experience in working with children in a Title 5 program.

Child Development Center Classified Site Supervisor - Continued

OTHER REQUIREMENTS:

Possession of food handler's card
Obtain fingerprint clearance
Current CPR and first aid card
Ability to pass a TB test every 2 years

WORKING CONDITIONS:

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.

Indoor and Outdoor Work Environment:

Ability to work at a desk or conference table in the Child Development Center; subject to constant interruptions. While performing the duties of this job the employee is regularly required to sit, use hands to handle materials, speak to communicate, see to observe children and requires ordinary hearing ability. The employee is occasionally required to bend at the waist, stoop, crouch, stand and walk. The employee is regularly required to push swings and lift or carry children 45 pounds or heavier. .

Incumbents may be exposed to blood or other bodily fluids and standard cleaning chemicals.

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

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

TOPIC: MONTHLY FINANCIAL REPORTS

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

Financial reports are being presented for the period ending November 30, 2009 for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

A copy of the original monthly financial reports is available in the Superintendent/President's office.

Need: N/A

Fiscal Impact: None

Recommended Action:

This is an information only item.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
GENERAL FUND - FUND 01
As of 11/30/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 13,366,946			
<u>Revenues</u>				
Federal	\$ 5,610,965	\$ 969,702	\$ 4,641,263	82.72%
State	40,008,859	18,357,278	21,651,581	54.12%
Local	12,696,752	2,683,306	10,013,446	78.87%
Transfers In	5,900,000	0	5,900,000	100.00%
<u>Total Revenues</u>	\$ 64,216,576	\$ 22,010,286	\$ 42,206,290	65.72%
<u>Expenditures</u>				
Academic Salaries	\$ 25,764,356	\$ 8,137,113	\$ 17,627,243	68.42%
Classified Salaries	13,803,975	5,965,371	7,838,604	56.79%
Benefits	15,912,328	3,473,293	12,439,035	78.17%
Supplies	1,438,535	436,165	1,002,370	69.68%
Operating Expenses	12,952,310	2,729,849	10,222,461	78.92%
Capital Outlay	968,390	456,862	511,528	52.82%
Transfers, Grants	737,148	-22,097	759,245	103.00%
Contingency	447,259	0	447,259	100.00%
Debt Service Retirement/Interest	0	0	0	
<u>Total Expenditures</u>	\$ 72,024,301	\$ 21,176,556	\$ 50,847,745	
 Excess Revenues/(Expenditures)	 \$ (7,807,725)	 \$ 833,730		
 Month Ending Fund Balance 11/30/09		 \$ 14,200,676		
 Projected Ending Fund Balance	 \$ 5,559,221			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 11/30/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 28,022,430			
<u>Revenues</u>				
Local Revenues	\$ 1,016,000	\$ 702,962	\$ 313,038	30.81%
Transfers In		\$ -	\$ -	
<u>Total Revenues</u>	\$ 1,016,000	\$ 702,962	\$ 313,038	30.81%
 <u>Expenditures</u>				
Debt Service Payments	\$ 8,600,000	\$ 2,700,000	\$ 5,900,000	68.60%
<u>Total Expenditures</u>	\$ 8,600,000	\$ 2,700,000	\$ 5,900,000	
 Net Change in Fund Balance	 \$ (7,584,000)	 \$ (1,997,038)		
Month Ending Fund Balance 11/30/09		\$ 26,025,392		
 Projected Ending Fund Balance	 \$ 20,438,430			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
BOND PROJECTS FUND - FUND 42
As of 11/30/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 81,339,621			
<u>Revenues</u>				
Interest Income	\$ 750,000	\$ 269,980	\$ 480,020	64.00%
Proceeds from Bonds		\$ 274,227	\$ (274,227)	
<u>Total Revenues</u>	\$ 750,000	\$ 544,207	\$ 205,793	27.44%
 <u>Expenditures</u>				
Travel		\$ 353	\$ (353)	
Contracted Services		20,000	(20,000)	
Buildings - New & Remodel	16,988,571	12,291,120	4,697,451	27.65%
<u>Total Expenditures</u>	\$ 16,988,571	\$ 12,311,473	\$ 4,677,098	
 Net Change in Fund Balance	 \$ (16,238,571)	 \$ (11,767,266)		
Month Ending Fund Balance 11/30/09		\$ 69,572,355		
Projected Ending Fund Balance	\$ 65,101,050			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 11/30/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 2,880,247			
<u>Revenues</u>				
Interest Income	\$25,000	\$15,950	\$9,050	36.20%
Redevelopment	696,000	339,342	356,658	51.24%
Miscellaneous Income	0	0	0	
Transfers In	2,700,000	2,700,000	0	0.00%
<u>Total Revenues</u>	\$ 3,421,000	\$ 3,055,292	\$ 365,708	10.69%
<u>Expenditures</u>				
Contracts	50,000	348	49,652	99.30%
Buildings-New & Remodel	2,199,500	41,105	2,158,395	98.13%
Equipment	56,500	14,513	41,987	74.31%
Transfers/Grants/Contingency	0	0	0	
<u>Total Expenditures</u>	\$ 2,306,000	\$ 55,966	\$ 2,250,034	
 Net Change in Fund Balance	 \$ 1,115,000	 \$ 2,999,326		
Month Ending Fund Balance 11/30/09		\$ 5,879,573		
 Projected Ending Funding Balance	 \$ 3,995,247			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 11/30/09

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 90,259			
<u>Revenues</u>				
State	\$252,191	\$0	\$252,191	100.00%
Rents & Leases	60,000	0	60,000	100.00%
Interest Income	600	139	461	76.83%
Miscellaneous Income	0	29,429	-29,429	
<u>Total Revenues</u>	\$ 312,791	\$ 29,568	\$ 283,223	90.55%
<u>Expenditures</u>				
Academic Salaries	\$ 191,670	\$ 65,080	\$ 126,590	66.05%
Classified Salaries	98,832	40,989	57,843	58.53%
Benefits	93,878	33,475	60,403	64.34%
Instructional Supplies	7,500	2,178	5,322	70.96%
Operating Expenses	4,500	450	4,050	
Equipment	0	0	0	
Reserve/Contingencies	0	0	0	0.00%
<u>Total Expenditures</u>	\$ 396,380	\$ 142,172	\$ 254,208	
 Net Change in Fund Balance	 \$ (83,589)	 \$ (112,604)		
 Month Ending Fund Balance 11/30/09		 \$ (22,345)		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 11/30/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 8,170			
<u>Revenues</u>	\$ 104,000	\$ 44,912	\$ 59,088	56.82%
<u>Expenditures</u>				
Transfers Out	\$ 104,000	\$ 36,915	\$ 67,085	64.50%
Net Change in Fund Balance	\$ -	\$ 7,997		
Month Ending Fund Balance 11/30/09		\$ 16,167		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 11/30/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 23,261			
<u>Revenues</u>				
Interest Income	\$ 1,000	\$ 76	\$ 924	92.40%
Transfers In	17,000	0	17,000	0.00%
<u>Total Revenues</u>	\$ 18,000	\$ 76	\$ 17,924	99.58%
<u>Expenditures</u>				
Reserve For Contingencies	\$ -	\$ -	\$ -	
Outgoing Transfers	0	0	0	
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
 Net Change in Fund Balance	 \$ 18,000	 \$ 76		
Month Ending Fund Balance 11/30/09		\$ 23,337		
 Projected Ending Fund Balance	 \$ 41,261			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 11/30/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 101,317			
<u>Revenues</u>				
Interest Income	\$ 3,000	\$ 368	\$ 2,632	87.73%
Miscellaneous Income	0	0	0	
Transfers In	0	0	0	
Total Revenues	\$ 3,000	\$ 368	\$ 2,632	93.31%
<u>Expenditures</u>				
Supplies	\$ 1,500	\$ 405	\$ 1,095	73.00%
Contracted Services	47,000	3,144	43,856	93.31%
New Furniture/Equipment	1,500	0	1,500	0.00%
Reserve for Contingencies	0	0	0	
Total Expenditures	\$ 50,000	\$ 3,549	\$ 46,451	92.90%
 Net Change in Fund Balance	 \$ (47,000)	 \$ (3,181)		
Month Ending Fund Balance 11/30/09		\$ 98,136		
Projected Ending Fund Balance	\$ 54,317			

VICTOR VALLEY COMMUNITY COLLEGE
2009-2010 Financial Statements
RAMS BOOKSTORE
As of 11/30/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 1,137,114			
<u>Revenues</u>	\$ 4,683,000	\$ 1,723,912	\$ 2,959,088	63.2%
Less: Cost of Goods Sold	\$ 3,550,000	\$ 1,281,003	\$ 2,268,997	63.9%
Gross Margin from Local Revenues	\$ 1,133,000	\$ 442,909		
Total Other Income		\$ 3,334		
<u>Total Revenues</u>	\$ 2,270,114	\$ 446,243		
<u>Expenditures</u>	\$ 1,442,500	\$ 237,763		
Estimated labor to be invoiced		\$ 103,000		
<u>Total Expenditures</u>	\$ 1,442,500	\$ 340,763	\$ 1,101,737	76.4%
Revenues/(Expenditures)	\$ (309,500)	\$ 105,480	\$ (414,980)	
Month Ending Fund Balance 11/30/09		\$ 1,242,594		
Projected Ending Fund Balance	\$ 827,614			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
AUXILIARY SERVICES
As of 11/30/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 155,083			
<u>Revenues</u>	\$ 479,000	\$ 279,426	\$ 192,786	40.25%
Estimated "Due From" District		6,788		
<u>Total Revenues</u>		\$ 286,214		
<u>Expenditures</u>				
District	\$ 479,000	\$ 110,950	\$ 312,050	65.15%
<u>Total Expenditures</u>		56,000		
		\$ 166,950		
Revenues/(Expenditures)	\$ -	\$ 119,264		
Month Ending Fund Balance 11/30/09		\$ 274,347		
Projected Ending Fund Balance	\$ 155,083			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
ASB FUND
As of 11/30/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 189,539			
<u>Revenues</u>	\$150,000	\$71,641	\$78,359	52.24%
Estimated amount "Due From" District		8,484		
<u>Total Revenues</u>		<u>\$80,125</u>		
<u>Expenditures</u>	\$150,000	\$100,378	\$49,622	33.08%
<u>Total Expenditures</u>				
Revenues/(Expenditures)	\$ -	\$ (20,253)		
Month Ending Fund Balance 11/30/09		\$ 169,286		
Projected Ending Fund Balance	\$ 189,539			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 11/30/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 65,911			
<u>Revenues</u>				
PELL	\$ 13,450,331	\$ 9,206,637	\$ 4,243,694	
SEOG	297,265	58,600	238,665	
Direct Loan	7,447,270	3,819,708	3,627,562	
Cal Grant	917,016	458,690	458,326	
CARE	36,385	118,960	-82,575	
TRIO	50,650	0	50,650	
EOPS	0	0	0	
ACG	32,725	3,099	29,626	
Total Revenues	\$ 22,231,642	\$ 13,665,694	\$ 8,565,948	
<u>Expenditures</u>				
PELL	\$ 13,450,331	\$ 9,257,864	\$ 4,192,467	
SEOG	297,265	58,600	238,665	
Direct Loan	7,447,270	3,798,997	3,648,273	
Cal Grant	917,016	457,773	459,243	
CARE	36,385	70,040	-33,655	
TRIO	50,650	0	50,650	
EOPS	0	0	0	
ACG	32,725	3,099	29,626	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
Total Expenditures	\$ 22,231,642	\$ 13,646,373	\$ 8,585,269	
 Net Change in Fund Balance	 \$ -	 \$ 19,321		
Month Ending Fund Balance 11/30/09		\$ 85,232		
 Projected Ending Fund Balance	 \$ 65,911			

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

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

TOPIC: Superintendent/President's Goals
SUBMITTED BY: Robert Silverman, Superintendent/President
RECOMMENDED BY: Robert Silverman, Superintendent/President
APPROVED BY: Robert Silverman *RS*

Description/Background:

The Superintendent/President goals are being presented to provide an update on goals that have been achieved up to January 21, 2009, milestones reached as of December 31, 2009 and activities planned for accomplishment by June 31, 2010.

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 ___

18-MONTH GOALS AS OF 1/21/2009	MILESTONES REACHED AS OF 12/31/2009	ACTIVITIES TO ACCOMPLISH BY 06/31/2010
<ul style="list-style-type: none"> ★ Promote institutional and academic excellence in all we do to create the outstanding educational environment for which we will become known. <ul style="list-style-type: none"> ○ Put students first ○ Improve customer service ○ Rededicate ourselves to student and organizational success 	<ul style="list-style-type: none"> ★ Collaborated with Academic Senate to create and adopt board policy and administrative procedure regarding standards of educational excellence. ★ Established board policy and administrative procedures for work system to monitor and report institutional effectiveness. ★ Commenced program review for improvement planning that informs budget development. ★ Launched self-study cycle for instructional and administrative units in preparation for next accreditation site visit, Spring 2011. 	<ul style="list-style-type: none"> ★ Publish inaugural Annual Report of Institutional Effectiveness in January, 2010 to communicate to the community the state of District effectiveness in meeting established goals. ★ Administer and analyze Campus Climate Survey to be used for organizational improvement, particularly in the area of service quality (internal and external customers). ★ Administer and analyze data from Student Focus Groups as follow up to last engagement survey (Community College Survey of Student Engagement), with an emphasis on customer service. ★ Development of strategic improvement plan applying lessons learned from Campus Climate Survey and Student Focus Groups.
<ul style="list-style-type: none"> ★ Create and implement an eighteen month budget plan to address the revenue reductions from the State of California while ensuring a stable environment for learning. 	<ul style="list-style-type: none"> ★ Successfully prepared a balanced budget for the 2009-10 year and adjusted 2008-09 budget for mid-year reductions with 5% reserve pursuant to board direction. ★ Commenced annual review and planning cycle integrating development of 2-year budget plan. ★ Received clean audit report for operational and bond funds. ★ Maximized efficiencies to partially address funding shortfall. ★ Developed solar micro-utility power plant project to assist in minimizing operational expenses, as well as provide additional revenue to the District. ★ Planned for use of reserves to meet capital and other obligations, including meeting OPEB liability. 	<ul style="list-style-type: none"> ★ Complete a full cycle of program review, planning, and budget development for 2010-11 and 2011-12. ★ Complete 2010-11 budget with a minimum 5% reserve.

18-MONTH GOALS AS OF 1/21/2009	MILESTONES REACHED AS OF 12/31/2009	ACTIVITIES TO ACCOMPLISH BY 06/31/2010
<ul style="list-style-type: none"> ★ Enhance and foster regional economic recovery by implementing our strategy for ensuring quick response to job training needs. 	<ul style="list-style-type: none"> ★ Garnered more than \$900,000 in program development and workforce training funds from Workforce Investment Board. ★ Initiated five new programs needed to train the workforce of tomorrow. ★ Honored with appointment to the Workforce Investment Board by Brad Mitzelfelt, County Supervisor. ★ Developed collaborative grant proposal with Southern California Logistics Airport requesting \$825,000. ★ Obtained approximately \$700,000 in additional funding for the Nursing program. 	<ul style="list-style-type: none"> ★ Propose approximately \$1 million in new projects to the Workforce Investment Board. ★ Initiate 3 new training programs for "Green Jobs" utilizing \$200,000 in grant funding over the next 2 years. ★ Provide training for emerging jobs to 185 students
<ul style="list-style-type: none"> ★ Implement the Measure JJ development plan with integrity and efficiency. 	<ul style="list-style-type: none"> ★ Sold first two bond issues. ★ Created a viable Citizen's Bond Oversight Committee to enable direct community involvement in bond plans. ★ Developed bond budget. ★ Received clean audit report for expenditure of bond funds. ★ Maintained on time development of Public Safety Training Center while remaining under budget. ★ Created and initiated solar micro-utility power plant project. ★ Commenced main campus upgrades. ★ Commenced process for Center designation of new off-campus sites. ★ Established a publically accessible web site to report progress on bond projects. 	<ul style="list-style-type: none"> ★ Complete solar micro-utility power plant project. ★ Market conditions permitting, sell next bond issue. ★ Continue to monitor bond budget. ★ Expand solar project on main campus and Phelan property. ★ Explore a new bond effort for Phelan property. ★ Survey members of Citizen's Bond Oversight Committee to assess strengths, weaknesses, and recommendations for improvement of committee proceedings.

18-MONTH GOALS AS OF 1/21/2009	MILESTONES REACHED AS OF 12/31/2009	ACTIVITIES TO ACCOMPLISH BY 06/31/2010
<ul style="list-style-type: none"> ★ Foster improved communications with the College and our local community by implementing a new marketing strategy with increased support to this area. 	<ul style="list-style-type: none"> ★ Increased marketing efforts with an emphasis on "VVC for Me," our expanded community education offerings. ★ Generated positive stories describing College successes. ★ Improved staff morale and developed system to assess campus climate. ★ Posted meeting dates, minutes, and membership on the website for Cabinet and shared governance committees. ★ Conducted fireside chats to explain College challenges and provide information. ★ Required all cabinet members to actively participate in community-based organizations or service groups as College representatives. ★ Commenced community survey to assess needs for Downtown Education Center. 	<ul style="list-style-type: none"> ★ Evaluate impact of marketing efforts on enrollment and College image to internal and external stakeholders. ★ Expand current alert system to provide regular information to campus workforce regarding all operational activities and events on campus.
<ul style="list-style-type: none"> ★ Embody the values and accomplish the mission-critical goals of the district through planning, evaluation, assessment, and intelligent action. 	<ul style="list-style-type: none"> ★ Utilized existing planning, evaluation, and assessment processes to develop the International Training Center for Green Jobs, which will embody the District core values and goals related to sustainability. ★ Established and implemented system for assessing, evaluating, and reporting progress on District goals that utilizes existing shared governance structure to distribute data and facilitate dialogue aimed at intelligent action. 	<ul style="list-style-type: none"> ★ Establish capital campaign for International Training Center for Green Jobs and Technology building. ★ Enhance Annual Report with data on specific amounts allocated to support Board goals and priorities.
<ul style="list-style-type: none"> ★ Collaborate with CSUSB to provide easy access to a satellite campus that offers baccalaureate degrees in the high desert. 	<ul style="list-style-type: none"> ★ No progress since CSUSB experienced budget reductions and could not commit to a future joint effort. 	<ul style="list-style-type: none"> ★ Explore alternative partners as off-campus centers are developed.

PRESIDENT'S PROPOSED GOALS AS OF 1/1/2010

In addition to continuing work on 6 of the 7 previous goals, 2 new goals have been developed. A general timeline and milestones over the next 6 months for the 2 new goals are shown on the following page:

- ★ **GOAL #1** – Promote institutional and academic excellence in all we do to create the outstanding educational environment for which we will become known.
 - Put students first
 - Improve customer service
 - Rededicate ourselves to student and organizational success

- ★ **GOAL #2** – Create and implement an eighteen month budget plan to address the revenue reductions from the State of California while ensuring a stable environment for learning.

- ★ **GOAL #3** – Enhance and foster regional economic recovery by implementing our strategy for ensuring quick response to job training needs.

- ★ **GOAL #4** – Implement the Measure JJ development plan with integrity and efficiency.

- ★ **GOAL #5** – Foster improved communications with the College and our local community by implementing a new marketing strategy with increased support to this area.

- ★ **GOAL #6** – Embody the values and accomplish the mission-critical goals of the district through planning, evaluation, assessment, and intelligent action.

- ★ **NEW GOAL#7** – Establish capital campaign to raise resources for the International Training Center for Green Jobs and Technology building.

- ★ **NEW GOAL#8** – Establish and fund organizational structure for securing alternative revenue streams for major College initiatives.

