

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

Date: March 9, 2010

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

AGENDA

Board Room Victor Valley Community College

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**

3.1 Board President Report

Committee Reports:

President's Cabinet - Angela Valles

Facilities Committee – Joe Range

Finance Budget and Planning Committee – Joe Range

Accreditation Committee – Chris Mollenkamp

Institutional Effectiveness Committee– Chris Mollenkamp

Environmental Health and Safety Committee – Don Nelson

Child Development Committee – Don Nelson

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 February 9, 2010 regular Board meeting.
- 5.2 Agreement – Datalink Networks
Ratification of the agreement between Victor Valley Community College District and Datalink networks to provide technical support for the migration of directory services from e-directory to active directory. Fiscal Impact: \$6,240.00 budgeted item.
- 5.3 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.4 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers as submitted.
- 5.5 Agreement – CHJ, Inc.
Ratification of the agreement Victor Valley Community College District and CHJ Inc. to perform a geotechnical investigation for the proposed One-Stop Administrative and Student Services Building. Fiscal Impact: \$13,860.00, fund 71 expenditure.
- 5.6 Agreement – Namdar Structural Engineering, Inc.
Ratification of the agreement Victor Valley Community College District and Namdar Structural Engineering to provide structural engineering consultation in connection with an investigation of the floor at the Counseling & Administration building. Fiscal Impact: \$3,000.00, fund 71 expenditure.
- 5.7 Agreement – JMJ Contractors, Inc.
Ratification of the agreement between Victor Valley Community College District and JMJ Contractors to repair the sidewalk between the Counseling & Administration Building 55 and parking lot #5. Fiscal Impact: Scheduled Maintenance State \$5,798.00 and District \$5,798.00 for a total fiscal impact of \$11,596.00.
- 5.8 USAShade & Fabric Structures, Inc.
Ratification of the Memorandum of Understanding between Victor Valley Community College District and USAShade & Fabric Structures, Inc. to furnish and install a shade structure for classroom B at the Child Development Center. Fiscal Impact: \$2,650.00, fund 72 reimbursed by State Child Development Division.
- 5.9 Agreement – Bell Mountain Enterprise, Inc. DBA Hi Desert Alarm
Ratification of the agreement between Victor Valley Community College District and Bell Mountain Enterprise, Inc. DBA Hi Desert Alarm to furnish and install a rapid notification system for Campus Police assistance. Fiscal Impact: \$3,000.00, fund 71 expenditure.
- 5.10 Notice of Completion – Sidewalk Repair
Approval of the Notice of Completion for the Sidewalk Repair project. Fiscal Impact: None
- 5.11 Notice of Completion – Parking Lot #12 Repair
Approval of the Notice of Completion for the parking lot #12 repair project. Fiscal Impact: None

5.12 Agreement – AB212 Educational Stipend Program

Approval of the continued agreement with San Bernardino County Superintendent of Schools to provide a stipend to eligible CDC employees from Assembly Bill 212 to retain child care workers. Fiscal Impact: \$5,050.00 to be paid to the District and stipends will be distributed to employees, less allowable administrative costs.

5.13 Agreements – Contract Education Services

Approval of Contract Education Services' agreements listed for the courses offered in the Contract Education department. Fiscal Impact: \$1,800.00 income to the district.

Vendor:	Income to the District
Veterans of Foreign Wars, Phelan	\$ 300.00
Veterans of Foreign Wars, Hesperia	\$ 300.00
Zendejas Restaurant	\$ 300.00
Baja Fresh Mexican Grill	\$ 300.00
Farmers Boys Restaurant	\$ 300.00
Loves Truck Stop	\$ 300.00
Total:	\$1,800.00

5.14 Agreements – Contract Education Services

Approval of Contract Education Services' agreements listed for the courses offered in the Contract Education department. Fiscal Impact: \$5,500.00 income to the district.

Vendor:	Income to the District
Marshall Reddick Realty	\$ 2000.00
Lira Consulting Group	\$ 500.00
Notary Public Seminars	\$ 3000.00
Total:	\$ 5500.00

5.15 Agreement – Independent Contractor – Mariana Robles-Dalany

Ratification of the agreement between Victor Valley Community College District and Mariana Robles-Dalany to provide informational workshops for Upward Bound and Upward Bound Math & Science participants to promote school success by understanding adolescent development and cultural identify. The period of agreement is January 23, 2010 only. Fiscal Impact: \$200.00, grant funds.

5.16 Out of State Student Travel – Political Science/ASB

Approval for students from the Political Science/ASB MUN Club to travel to New York City, N.Y. accompanied by Gregory Jones to attend the National Model United Nations Conference from March 27, 2010 through April 2, 2010. Fiscal Impact: Budgeted item, not to exceed \$2,500 and ASB funds, not to exceed \$13,000.00.

5.17 Agreement Syed J. Raza, M.D., F.A.C.C.

Ratification of the agreement between Victor Valley Community College District and Syed J. Raza, M.D., F.A.C.C. to provide clinical learning facilities for the health science programs. The period of agreement begins January 1, 2010 and remains in effect unless terminated by either party. Fiscal Impact: None

5.18 Curriculum Changes

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

5.19 Out of State Student Travel – Nursing

Approval for students to travel to Lake Buena Vista, FL accompanied by Alice Ramming to attend the National Student Nurses Association (NSNA) on April 6, 2010 through April 10, 2010. Fiscal Impact: None to the District.

5.20 Out of State Student Travel

Approval for students to travel to Las Vegas, NV accompanied by Linda Garcia and Gabriela Quesada to tour the University of Nevada's campus on March 18, 2010. Fiscal Impact: Budgeted, Not to exceed \$259.00.

5.21 Agreement – Wanda Wilburn, M.D.

Approval of an agreement between Victor Valley Community College District and Wanda Wilburn, M.D. 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. Fiscal Impact: None

5.22 Agreement Renewal (3rd Amendment) – Catholic Healthcare West

Approval of the renewal of the third amendment that was originally approved on March 1, 2007 between Victor Valley Community college District and Catholic Healthcare West to provide clinical learning facilities for health sciences programs. Fiscal Impact: None

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda

YES ___ NO ___

7. SUPERINTENDENT/PRESIDENT

7.1 Agreement – Telepacific Communications Corp.

YES ___ NO ___

Approval of the agreement between Victor Valley Community College District and Telepacific Communications to provide replacement of telephone carrier services (Verizon). This replacement will enhance telephone services and provide greater efficiencies for less cost. Fiscal Impact: \$47,457.12 per year for three years for a total of \$142,371.36, budgeted item.

8. INSTRUCTION

8.1 Agreement – WIB Global Information Systems

YES ___ NO ___

Training Contract/EKG Monitor Technology

Approval of the agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in EKG Monitor Technology. Fiscal Impact: \$69,990.00 to the District.

8.2 Agreement – WIB Global Information Systems Training Contract/Phlebotomy

YES ___ NO ___

Approval of the agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in Phlebotomy. Fiscal Impact: \$133,425.00 to the District.

8.3 Agreement – WIB Global Information Systems Training Contract/Solar Photovoltaic Design & Installation

YES ___ NO ___

Approval of the agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in Solar Photovoltaic Design & Installation. Fiscal Impact: \$202,890.00 to the District.

- 8.4 Agreement – WIB Global Information Systems Training Contract/Hybrid Vehicle Maintenance & Repair YES ___ NO ___

Approval of the agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in Hybrid Vehicle Maintenance & Repair. Fiscal Impact: \$123,780.00 to the District.

- 8.5 Acceptance of Grant Funds from California Employment Development Department YES ___ NO ___

Acceptance of the grant funds in the amount of \$837,500 from the State of California Employment Development Department for training of automotive, diesel, and aircraft mechanics in partnership with the Southern California Logistics Airport School of Aviation Technology and direct staff to sign agreements as required to receive funding. Fiscal Impact: \$837,500.00 to the District.

- 8.6 Approval of Memorandum of Understanding with the Victor Valley Aviation Education Consortium and the Southern California Logistics Airport Authority YES ___ NO ___

Approval the Memorandum of Understanding between Victor Valley Community College, the Victor Valley Aviation Education Consortium and the Southern California Logistics Airport Authority for training of aircraft mechanics in support of the Industries with Statewide Need Grant program. Fiscal Impact: \$312,500.00 from grant funds.

11. HUMAN RESOURCES

- 11.1 New Management Position and Job Description – Executive Director of Institutional Advancement YES ___ NO ___

Approval of the new management position and job description of Executive Director of Institutional Advancement, effective March 10, 2010. Fiscal Impact: Range 19 (\$8,017-\$10,246), the incumbent is expected to raise funds to cover salary.

12. INFORMATION/DISCUSSION

- 12.1 Monthly Financial Reports
Submitted as an informational item.

- 12.2 Program Participation Agreement (Renewal) – U.S. Department of Education
Submitted as an informational item.

- 12.3 Memorandum of Understanding – World Energy USA
Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

13.1 Foundation

13.2 Employee Groups

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

14. TRUSTEE COMMENTS

- ASB

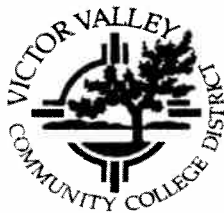
15. Public Comments Related to Non-Agenda Items

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

16. ADJOURNMENT

YES___ NO___

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



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

Date: February 9, 2010

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 February 9, 2010 in the Board Room of the Administration building. Ms. Valles, Board President called the meeting to order at 5 p.m.

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

Logan Olds led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: None

REGULAR MEETING AGENDA

Board Room Victor Valley Community College

This meeting will be electronically recorded

3. OPEN SESSION REGULAR MEETING

5 p.m.

3.1 Board President Report – No report

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: None

4. SUPERINTENDENT/PRESIDENT'S REPORT

Dr. Silverman was pleased to announce the college's accomplishments in the area of Workforce Development this past year and asked Ms. Ontiveros to introduce the various WIB (Workforce Investment Board) proposals recently awarded. Ms. Ontiveros reported that \$837,500 was awarded for mechanics training in partnership with the Southern California Logistics Airport. In addition, an award was received from the County of San Bernardino in the amount of \$530,000 for training in hybrid vehicle mechanic, EKG monitor technicians, solar photovoltaic design and installation and phlebotomy.

One of the first programs that have been developed in partnership with the WIB was for training in wastewater treatment operators. This program has been extremely successful with 50 students starting in the program. The instructor for this program Logan Olds, General Manager with the Victor Valley Wastewater Reclamation Authority spoke on the program and thanked the individuals that were responsible for achieving this opportunity.

Ginnie Moran provided an update on enrollment which shows that the college is projected to be over 200 from last year's sum of 10,020.

Robert Sewell introduced Clarissa Manning, President of the Model United Nations club who introduced her team members. On behalf the entire team she thanked the board members, staff, faculty, Drs. Silverman and Williams for their continued support of the program.

Faculty Senate: absent

5. CONSENT AGENDA

It was MSC (Mollenkamp/Henderson, 5-0) to approve the consent items in one motion with item 5.1 pulled for separate by Trustee Henderson for separate discussion.

5.1 PULLED FOR SEPARATE DISCUSSION 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.

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
- 5.2 Approval of the minutes of the December 8, 2009 regular Board meeting and the January 15, 2010 special Board meeting.
It was MSC (Mollenkamp/Nelson, 4-1 Henderson abstain) to approve the minutes of the December 8, 2009 regular Board meeting and the January 15, 2010 special Board meeting.
- 6.2 Administrative Procedure 2410 Policy and Administrative Procedure
It was MSC (Nelson/Henderson, 5-0) to direct the Superintendent/President to prepare an Administrative Procedure that addresses the annual review of Board Policies, Chapter 2. Volunteers: Nelson/Henderson)

6.3 Excused Absence of Trustee – Don Nelson

It was MSC (Henderson/Mollenkamp, 4-1, Nelson abstain) to 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

It was MSC (Nelson/Mollenkamp, 4-1 Henderson abstaining) to 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

It was MSC (Mollenkamp/Henderson, 5-0) to adopt 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

It was MSC (Range/Nelson, 5-0) to approve 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

It was MSC (Range/Henderson, 4-1, Mollenkamp abstaining) to authorize 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

It was MSC (Range/Nelson, 5-0) to approve the non-resident tuition rate of \$183 per unit (statewide basis). Fiscal Impact: \$135,000 annually in non-resident tuition fees. Ernie Moran Vice President Board of Trustees,

10.5 Foundation Donations

It was MSC (Henderson/Range, 5-0) to accept 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

It was MSC (Range/Nelson, 5-0) to accept 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

It was MSC (Range/Mollenkamp, 5-0) to adopt 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

It was MSC (Range/Nelson 5-0) to approve 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

It was MSC (Range/Nelson, 5-0) to approve 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

It was MSC (Henderson/Nelson, 5-0) to approve to grant tenure for all subsequent academic years to the following probationary employees: Dino Bozonelos, 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

It was MSC (Nelson/Henderson, 5-0) to approve the new classified position of Child Development Center Classified teacher, effective February 10, 2010. Fiscal Impact: Range 10, \$2919-\$3724), grant funded.

11.5 New Classified Position, Laboratory Aide

It was MSC (Henderson/Nelson, 5-0) to approve 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

It was MSC (Henderson/Nelson, 5-0) to approve 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

Ginger Ontiveros

13.2 Employee Groups

- a) Absent

- b) CSEA
Arlene Greene – no report

- c) AFT Part-Time Faculty United
Absent

14. TRUSTEE COMMENTS

- ASB

Mary Mazzola reported on student activities. Trustee Henderson announced that he was glad to be back from surgery. Trustee Range announced that he was pleased about the progress of the traffic signal at Fish Hatchery Road. In addition, he thanked the Excelsior Education Center for developing their new center on the campus and for their lease funding. Trustee Mollenkamp said that his son attends and looks forward to the changes and opportunities that will be result with the new school. Trustee Nelson read aloud a letter from the Child Development Division, California Department of Schools indicating funding for another year for the Child Development Center. President Valles thanked the Foundation in obtaining grants and getting scholarships for the students. She commended the Model UN students on a great job. She acknowledged the cities and Excelsior Education Center for their assistance in acquiring the signal at Fish Hatchery Road. The college staff and faculty are doing a great job.

- **PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS:** Michele Laveaux, Laura Burke, Cameron Teall, Victor Ramos, William Robinson, Kurt Bernardin.

16. ADJOURNMENT

It was MSC (Nelson/Henderson, 5-0) to adjourn the meeting at 6:06 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 – DATALINK NETWORKS

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with Datalink Networks to provide technical support for the migration of directory services from e-directory to active directory. These services are needed for implementing the Datatel active campus portal which was approved by the Board of Trustees in December 2009.

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

Need:

These technical services are required to maintain the current project schedule and to provide a successful implementation of the Datatel active campus portal.

Fiscal Impact: \$6,240.00 – Budgeted Item

Recommended Action:

This items has been approved the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Datalink Networks in the amount of \$6,240.00

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES 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** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT – CHJ, INCORPORATED

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with CHJ, Incorporated to perform a geotechnical investigation for the proposed "One-Stop" Administrative and Student Services Building, to be located at the southeast corner of Spring Valley Lake Parkway and Francesa Road on the Victor Valley College campus.

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

Need:

The investigation and resultant report must be completed in order to comply with the requirements of Title 24 of the California Code of Regulations for schools and essential service buildings.

Fiscal Impact: \$13,860.00 – Fund 71 expenditure.

Recommended Action:

This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees ratify the agreement with CHJ, Incorporated in an amount of \$13,860.00 to perform a geotechnical investigation for the proposed "One-Stop" Administrative and Student Services Building.

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 – NAMDAR STRUCTURAL ENGINEERING, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: GH Javaheripour  _____

APPROVED BY: Robert Silverman  _____

Description/Background:

The District wishes to enter into an agreement with Namdar Structural Engineering, Inc. for structural engineering consultation services in connection with an investigation of the floor at the Counseling & Administration building #55.

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

Need:

During the carpet installation at building #55, District staff had the opportunity to evaluate the floors, noting that at the south side of the building there is sagging between the adjacent supports. A structural engineering firm must be contracted to review the structural drawings and the building to give recommendations to repair the problem.

Recommended Action:

This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees ratify the agreement with Namdar Structural Engineering, Inc. for structural engineering consultation services in the amount of \$3,000.00.

Fiscal Impact: \$3,000.00 - Fund 71 expenditure.

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: AGREEMENT – JMJ CONTRACTORS, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with JMJ Contractors, Inc. to repair the sidewalk between the Counseling & Administration Building #55 and Parking Lot #5.

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

Need:

The District receives State funds for Scheduled Maintenance on an annual basis. The District must match these funds to use toward specific projects. The sidewalk between the Counseling & Administration Building #55 and Parking Lot #5 has been identified and prioritized by the District and approved by the State and must be repaired to become ADA (Americans with Disabilities Act) compliant.

Recommended Action:

This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees ratify the agreement with JMJ Contractors, Inc. in the amount of \$11,596.00 for repairs to the sidewalk between the Counseling & Administration Building #55 and Parking Lot #5.

Fiscal Impact:

Scheduled Maintenance State \$5,798.00 and District \$5,798.00 for a total fiscal impact of \$11,596.00.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO


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

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

TOPIC: AGREEMENT – USASHADE & FABRIC STRUCTURES, INC.

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with USAShade & Fabric Structures, Inc. to furnish and install a shade structure for classroom B at the Child Development Center.

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

Need:

The playground shade structure for classroom B has become torn and tattered due to age and weather. It no longer provides shade for the sandbox in this classroom's play area. Based on the terms of our agreement with the County of San Bernardino Head Start program, they have requested the installation of a new shade cloth for this structure.

Fiscal Impact:

\$2,650.00 – Fund 72 – Reimbursed by State Child Development Division

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with USAShade & Fabric Structures, Inc. in the amount of \$2,650.00 to furnish and install a shade structure for classroom B at the Child Development Center

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: AGREEMENT – BELL MOUNTAIN ENTERPRISE, INC., DBA HI DESERT ALARM

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with Bell Mountain Enterprise, Inc., dba Hi Desert Alarm to furnish and install a rapid notification system for Campus Police assistance in various buildings throughout the campus.

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

Need:

A rapid notification system for Campus Police assistance will allow an employee to depress a hidden button that will activate a silent alarm that is transmitted directly to the Campus Police emergency number.

Fiscal Impact: \$3,000.00 – Fund 71 Expenditure

Recommended Action:

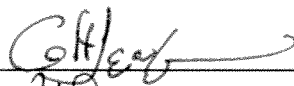

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Bell Mountain Enterprise, Inc., dba Hi Desert Alarm in the amount of \$3,000.00 to furnish and install a rapid notification system in various buildings throughout the campus.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: NOTICE OF COMPLETION – SIDEWALK REPAIR
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 Sidewalk 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 X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: NOTICE OF COMPLETION – PARKING LOT #12 REPAIR

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 Parking Lot #12 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 X **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT – AB 212 EDUCATIONAL STIPEND PROGRAM

SUBMITTED BY: Kelley Johnson, CDC Director

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve the continued agreement with San Bernardino County Superintendent of Schools, on behalf of KidsNCare, to provide a stipend to eligible CDC employees from Assembly Bill 212 to retain child care workers.

Need:

This agreement will provide a stipend for eligible CDC employees who have been continuously employed for at least 9 months in our State subsidized program.

Fiscal Impact:

\$5,050.00 to be paid to the District and stipends will be distributed to employees, less allowable administrative costs.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the continued agreement with San Bernardino County Superintendent of Schools, on behalf of KidsNCare.

Legal Review: YES X NOT APPLICABLE

Reference for Agenda: YES NO X

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENTS - 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 agreements are available for review in the Superintendent/President's office.

Vendor:	Income to the District
Veterans of Foreign Wars, Phelan	\$ 300.00
Veterans of Foreign Wars, Hesperia	\$ 300.00
Zendejas Restaurant	\$ 300.00
Baja Fresh Mexican Grill	\$ 300.00
Farmers Boys Restaurant	\$ 300.00
Loves Truck Stop	\$ 300.00
Total:	\$1,800.00

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: \$1,800.00 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: 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
Marshall Reddick Realty	\$ 2000.00
Lira Consulting Group	\$ 500.00
Notary Public Seminars	\$ 3000.00
Total:	\$ 5500.00

Need:

The vendor will provide various workshops through Contract Education Services.

Fiscal Impact: \$5,500.00 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 X___


Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR, MARIANA ROBLES-DALANY

SUBMITTED BY: Janet Long, Director, Trio-Programs

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 Mariana Robles-Dalany. The period of this agreement is from January 23, 2010, through January 23, 2010

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

Need:

The Independent Contractor Agreement is to provide informational workshops for Upward Bound and Upward Bound Math & Science participants to promote school success by understanding adolescent development and cultural identity.

Fiscal Impact: Budgeted – \$200.00 – Grant Funds

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 Mariana Robles-Dalany. The period of this agreement is from January 23, 2010, through January 23, 2010.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

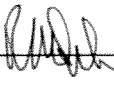
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: OUT OF STATE TRAVEL – STUDENT TRAVEL
POLITICAL SCIENCE/ASB

SUBMITTED BY: Robert Sewell, Auxilary Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District is requesting approval to allow students from the Political Science Department/ASB MUN Club to travel to New York City, New York to attend the National Model United Nations Conference from March 27, 2010, through April 2, 2010. Students participating in the field trip are registered at Victor Valley Community College and will be accompanied by Gregory Jones, faculty member.

Garthwaite, Douglas
Lussenden, Shandan
Reid, Evan

Gill, Erika
Manning, Clarissa
Rudolph, Alexander

Hyrych, Nataliya
Mayer, Shaun

Lazak, Robert
Peraza, Jason

Need:

This request is to compete in the 2010 National Model United Nations Conference.

Fiscal Impact: Budgeted item, not to exceed \$2,500 and ASB Funds, not to exceed \$13,000.

Recommended Action:



It is recommended by the Superintendent/President that the Board of Trustees approve students from the Political Science Department/ASB MUN Club to travel to New York City, New York to attend the National Model United Nations Conference from March 27, 2010, through April 2, 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 X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – SYED J. RAZA M.D., F.A.C.C.
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Christopher O'Hearn 
APPROVED BY: Robert Silverman 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Syed J. Raza M.D., F.A.C.C. The agreement begins January 01, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice to the other party provided, however, that no such termination shall be effective until the end of the academic term that is in session at that time.

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

Need:

To provide clinical learning facilities for the health sciences programs.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and Syed J. Raza M.D., F.A.C.C. The agreement begins January 01, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice to the other party provided, however, that no such termination shall be effective until the end of the academic term that is in session at that time.

Legal Review: YES X NOT APPLICABLE ___

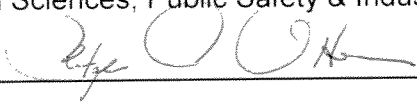
Reference for Agenda: YES ___ NO X


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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: OUT OF STATE TRAVEL – STUDENT

SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

Approval is requested for the following students to travel to Lake Buena Vista, Florida, to attend the National Student Nurses Association (NSNA) on April 6, 2010 through April 10, 2010. Students participating in the field trip are registered at Victor Valley Community College and will be accompanied by Alice Ramming, faculty member.

Eloisa Elizabeth Marlow
Kimberly Bravo

Need: For medical innovations, education and professional development.

Fiscal Impact: None to the District. All fees paid by NSNA and attendees.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve out-of-state travel for staff/students listed above to travel to Lake Buena Vista, Florida, to attend the National Student Nurses Association Conference held April 6, 2010 through April 10, 2010.

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: OUT OF STATE TRAVEL – STUDENT

SUBMITTED BY: Christopher O'Hearn, Dpty. Supt/Executive Vice President

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

Approval is requested for the following staff members and students to travel to Las Vegas, Nevada to tour the University of Nevada's campus on March 18, 2010. Students participating in the field trip are registered at Victor Valley Community College and will be accompanied by Linda Lorena Garcia and Gabriela Quesada, faculty/staff members.

Richard Flinchum Jr.
Amanda Moushabek
Niccole Rosales
Sophia Martinez

Richard Flinchum
Michelle Moushabek
Martha Dominguez
Richard Olmedo

Need: To acquaint admitted transfer students with the admissions process.

Fiscal Impact: Budgeted item. Not to exceed \$259.00.

Recommended Action:



It is recommended by the Superintendent/President that the Board of Trustees approve out-of-state travel for staff/students listed above to travel to Las Vegas, Nevada to tour the University of Nevada's campus on March 18, 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: AGREEMENT – WANDA WILBURN, M.D.
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Christopher O'Hearn 
APPROVED BY: Robert Silverman 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Wanda Wilburn, M.D. 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 to the other party provided, however, that no such termination shall be effective until the end of the academic term that is in session at that time.

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

Need:

This agreement is to provide clinical learning facilities for health sciences programs.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Wanda Wilburn, M.D., to provide clinical learning facilities for health sciences programs.

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 RENEWAL(THIRD AMENDMENT) – CATHOLIC HEALTHCARE WEST

SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to renew the third amendment to the Education Affiliation agreement that was originally approved on March 1, 2007 between Victor Valley Community College District and Catholic Healthcare West. The third amendment is through March 1, 2011 unless sooner terminated as otherwise provided for hereunder, and may be renewed by mutual written agreement of the parties.

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

Need:

To provide clinical learning facilities for health sciences programs.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees renew the third amendment to the Education Affiliation agreement that was originally approved on March 1, 2007 between Victor Valley Community College District and Catholic Healthcare West.

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: AGREEMENT – TELEPACIFIC COMMUNICATIONS CORPORATION

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with TelePacific Communications to provide replacement of telephone carrier services (Verizon). This replacement will enhance telephone services and provide greater efficiencies for less cost.

Need:

This replacement agreement will allow enhance services and reduce overall cost.

Fiscal Impact: \$47,457.12 – Budgeted Item: per year for three years for a total amount of \$142,371.36.

Recommended Action:

It is recommended that the Board of Trustees approve this agreement with TelePacific Communications in the amount of \$47,457.12.

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

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



Telecommunications Account Agreement

Must Accompany TelePacific Terms and Conditions

This Telecommunications Account Agreement ("Agreement") is made by and between U.S. TelePacific Corp., a California corporation, dba, TelePacific Communications ("TelePacific"), having its principal place of business at 515 S. Flower Street, 47th Floor, Los Angeles, CA 90071-2201 and the Customer described below ("Customer"), pursuant to the attached TelePacific Terms and Conditions.

Section 1 Company Information	
Company Legal Name (Customer) <u>Victor Valley Community College District</u>	
Doing Business As (DBA) _____	
Legal Composition: <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP	
State Organized: <u>California</u>	
Officer/Owner Name & Title _____	
Officer/Owner Name & Title _____	
Main Service Address: <u>18422 Bear Valley Road</u>	
City: <u>Victorville</u> State: <u>CA</u> ZIP Code: <u>92395</u>	
Billing Address (if different): <u>18422 Bear Valley Raod</u>	
City: <u>Victorville</u> State: <u>CA</u> ZIP Code: <u>92395</u>	
Section 2 Order Information	
<input type="checkbox"/>	All 3rd party vendor charges are the responsibility of Customer to pay. Customer is also responsible for the disconnection of related services with its current carrier(s) and any charges imposed by the carrier(s) in connection with said disconnect.
<input type="checkbox"/>	Customer hereby acknowledges that it is the customer's responsibility to adequately secure its computer network, circuits, and customer premise equipment from unauthorized access by 3rd parties.
<input type="checkbox"/>	This contract is subject to credit approval by TelePacific. A security deposit may be required and/or this contract may be terminated by either TelePacific or Customer if TelePacific's credit requirements are not met.
Section 3 Term Commitment	
When applicable, services provided under this Telecommunications Account Agreement will be at the rate level for the term commitment indicated below including any additional services ordered under Agreement from time to time.	
<input type="checkbox"/> 1 Year Term <input type="checkbox"/> 2 Year Term <input checked="" type="checkbox"/> 3 Year Term	
Section 4 Acceptance	
<input type="checkbox"/>	I acknowledge receipt of the Terms and Conditions (attached) and understand that this Agreement includes all of the terms and conditions provided.
TelePacific agrees to provide, and the Customer agrees to receive and pay for, those services at locations set forth on the Service Agreement (attached), including any services on subsequent Service Agreements and subsequent changes as long as those changes meet TelePacific's minimum requirements. This agreement shall become a binding contract upon execution by Customer and TelePacific.	
X _____	_____
Agreed by: Customer Signature	Date
Customer Name (Print)	Title
Sherrie Hiller	877-285-8722
Sales Representative Name	Phone
X <u>Sherrie Hiller</u>	<u>2/11/2010</u>
Agreed by: Sales Manager Signature	Date



1. General

(a) Services offered under this Agreement include Services offered by U.S. TelePacific Corp. and/or its affiliated companies (collectively referred to as "TelePacific"), pursuant to Tariffs filed with state regulatory agencies having jurisdiction over the Services, and the Federal Communications Commission (FCC) ("Tariffed Services"), as well as Services offered on a non-Tariffed basis. Tariffed Services shall be provided in accordance with the provisions of TelePacific's Tariffs, which are incorporated herein by reference. Tariffed Services, and all other services provided under this Agreement, as they may be ordered by Customer from time to time, are collectively referred to as the "Services." In the event that the rates, terms and conditions set forth in this Agreement, as amended by new orders and change orders authorized by Customer and accepted by TelePacific, conflict at any time with those set forth in TelePacific's federal and/or state Tariffs applicable to the Services, rates, terms and conditions of the Tariffs shall control. The rates, terms and conditions of tariffed Services may change, subject to the approval of the applicable regulatory agency. If the Tariffs for any Services are cancelled as a result of regulatory action during the term of this Agreement, TelePacific will publish a Price List on its Web site (www.telepacific.com) setting forth the rates previously contained in such Tariffs along with any terms and conditions applicable thereto, which shall become part of this Agreement.

(b) TelePacific may increase the rates set forth in this Agreement for non-Tariffed Services to pass through any price increases imposed on it by the providers of the underlying facilities used to provide the Services or, in the case of long distance services, by its wholesale providers of such services. TelePacific may also change the terms and conditions (but not the rates) applicable to non-Tariffed Services by giving the Customer at least 30 days prior written notice of the changes. If TelePacific materially changes the terms and conditions applicable to any of its non-Tariffed Services, Customer may cancel the affected Services provided the Customer notifies TelePacific in writing prior to the effective date of the changes. If Customer exercises its right to cancel any of the Services, it will only be liable for the charges for those cancelled Service(s) incurred up to and including the cancellation date. If Customer does not cancel the affected Service(s) prior to the effective date of the changes, Customer will be deemed to have consented to the changes and to a continuation of the Services.

2. Term, Billing, and Payment

(a) **Effective Date.** This Agreement shall become binding upon Customer when it has been signed by both parties and upon TelePacific's approval of Customer's credit application and the suitability of Customer's premises for the Services. If these conditions are met to TelePacific's satisfaction, TelePacific will commence as soon as practicable the installation, connection and testing of the lines and/or equipment necessary to provide the Services. Additional Services and Services to additional locations ("Service Locations") may be ordered by Customer, subject to TelePacific's acceptance, from time to time.

(b) **Term.** The initial term of this Agreement ("Initial Term") will commence upon the date TelePacific provides notice to Customer that the Services are available for use by Customer. The Agreement, including any additional Services ordered under it from time to time for existing locations, shall continue in effect for the entire Term as set forth on page 2 of this Agreement and shall automatically renew for successive periods of one (1) year each thereafter ("Renewal Term"), unless terminated as provided in Section 4. Additional Services ordered for additional Service Locations from time to time will commence as set forth immediately above, shall continue in effect for the entire Term set forth on the applicable Service Agreement and shall automatically renew for successive periods on one (1) year each thereafter ("Renewal Term"), unless terminated as provided in Section 4. The Terms and Conditions of the Agreement shall extend automatically, following termination, to cover the remaining Term of any additional Services at additional Service Locations that may have been ordered under it.

(c) **Billing.** TelePacific will begin invoicing Customer for the Services after giving notice to Customer that the Services are available for Customer's use, and shall continue invoicing Customer on a monthly basis until the Agreement is terminated. TelePacific will bill usage charges in arrears, and monthly recurring charges in advance. Customer shall be responsible for all sales, gross receipts, use, excise, and other



federal, state and local taxes, charges and assessments based on Customer's use of the Services, which will be separately listed on each invoice along with any fees or surcharges applicable to the Services. TelePacific may require, in its sole discretion, that Customer provide a deposit or other assurance of payment before the Services are provided. Any required deposit shall not bear interest unless required by law. If Customer unilaterally delays acceptance of the Services after receiving notice from TelePacific that they are available, TelePacific, may, in its sole discretion, begin charging Customer for the ordered Services. If Customer's actions or lack of action prevent TelePacific from providing the ordered Services for more than 60 days after the date the Services are available, Customer will have materially breached the Agreement, and TelePacific will be entitled to terminate the Agreement without further notice and to pursue the remedies set forth in paragraph 4 hereof.

(d) **Payment.** Invoices are due and payable upon presentation, and become past due after the Pay By date printed on the invoice. If Customer has a bonafide dispute with any of the amounts on the invoice ("Disputed Amount"), Customer shall pay all amounts not in dispute by the Pay By date and provide TelePacific with a written request for a billing adjustment, together with all supporting documentation, within 45 days from the Pay By date or Customer's right to any billing adjustment shall be waived. If TelePacific agrees to adjust all or a portion of the disputed charges on the invoice, Customer shall not be obligated to pay interest or TelePacific's late payment charge on the adjusted amount. If Customer fails to pay all non-Disputed charges on TelePacific's invoice by the Pay By date, TelePacific may impose a late payment charge of 1.5% per month or the maximum rate allowed by law, whichever is less, on the unpaid balance until the amount is paid. TelePacific may also suspend Customer's services until all delinquent amounts, including late payment charges, are paid in full. An additional charge of \$25.00 will apply to all returned checks.

3. Customer Obligations

(a) **TelePacific's Property.** Any equipment installed by TelePacific at Customer's premises remains the personal property of TelePacific, and nothing contained in this Agreement shall give or convey to Customer any right, title or interest whatsoever in such equipment. Customer agrees not to interfere with or damage the equipment, and further agrees to reimburse TelePacific for any loss or damage thereto that is caused by the intentional or negligent acts of Customer, its agents, employees, authorized users or representatives. Customer will allow TelePacific to promptly remove the equipment from Customer's premises upon termination of the Services for which the equipment was installed.

(b) **Responsibility for Message Content.** Customer shall be solely responsible for all content that Customer makes available on or through any Services provided by TelePacific. Customer warrants that all such content will not infringe on, or contain any content that infringes on, or otherwise violates any copyright, patent or any other right held by a third-party, and shall not violate any applicable law, rule, regulation or industry standard.

(c) **Network Security.** Customer hereby acknowledges that it is the Customer's responsibility to take whatever actions it deems necessary to adequately make its computer and voice network and circuits adequately secure from unauthorized access. Customer further acknowledges that TelePacific is only the provider of the telecommunications services and equipment to Customer and that it is not responsible for the security of Customer's own network and circuits from third parties, or for any damages that may result from any unauthorized access to Customer's network. TelePacific urges Customer to seek independent advice with respect to products, equipment (including configurations thereof), and services available to make Customer's computer network and circuits more secure from third parties.

CUSTOMER FURTHER ACKNOWLEDGES THAT NO TELEPACIFIC EMPLOYEE, AGENT, REPRESENTATIVE OR SUBCONTRACTOR HAS MADE, AND THEY DO NOT HAVE THE AUTHORITY TO MAKE, ANY REPRESENTATIONS CONCERNING THE SECURITY OF CUSTOMER'S NETWORK OR THE SERVICES PROVIDED BY TELEPACIFIC HEREIN THAT ARE INCONSISTENT WITH THE STATEMENTS CONTAINED IN THE PRECEDING PARAGRAPH.

4. Termination

(a) This Agreement and any orders for Services submitted under it, shall remain in effect until terminated as set forth in this Section. After the Initial Term, this Agreement will automatically renew for successive periods of one year each at TelePacific's rates then in effect for the Services to the Customer unless either party notifies the other in writing within the last sixty (60) days of the then-current Term of the intent not to allow the Agreement to renew for a successive Term, thereafter. Even after termination, the Terms and Conditions of the Agreement shall automatically extend to cover any remaining Terms of any additional Services to additional Service Locations ordered by the Customer which have not expired. The Term of any such additional Services shall be subject to the same automatic renewal and termination notice provisions as the Agreement. If either party notifies the other party in writing during that sixty (60) day period of a decision not to allow the Agreement or the Term of any additional Services to additional Service Locations to renew at the expiration of a Term, actual termination of Services will not occur until the later of the end of the then-current Term or thirty (30) days after receipt of that notification. If Customer elects to terminate the Agreement or any orders for Services prior to the installation of the Services, Customer shall pay to TelePacific as a termination charge and not as a penalty, an amount equal to: (1) the tariffed non-recurring charges applicable to the Services, even if initially waived, unless those charges have already been paid, and (2), if the Agreement is for a Term of one year, an amount equal to three times the one month recurring charges, or in the case of an Agreement with a Term of more than one year, an amount equal to six times the one month recurring charges.

(b) Either party may terminate this Agreement upon 30 days notice if the other party materially breaches the terms and conditions of this Agreement, including, but not limited to, Customers' failure to pay TelePacific's invoices for the Services by the Due Date, and the other party fails to cure the default within the 30 day period. If Customer terminates this Agreement after TelePacific's material breach, then Customer will be responsible only for charges accrued prior to the date of termination. If, however, TelePacific terminates this Agreement as a result of Customer's material breach, or Customer terminates the Agreement or any Services provided thereunder for any reason other than TelePacific's material breach, Customer shall pay to TelePacific as a termination charge, and not as a penalty the following amounts: (1) The tariffed non-recurring charges for the terminated Services, even if those charges had been initially waived; (2) the difference between the monthly recurring charges (MRC) actually paid for the Services based on the length of the Agreement and the MRC's that would have applied if the Agreement term had been for the shorter time period the Agreement was actually in effect ("Default MRC") [*for example, if Customer terminates a three year Agreement in the 13th month of the term, the Default MRC will be the difference between the MRC actually paid based on the three-year term, and the MRC applicable to the Agreement assuming a two-year contract term ("Revised Alternate Term")*]; and (3) 100% of the Default MRC for the terminated Services multiplied by the number of months, if any, remaining in the Revised Alternative Term. If the original Agreement has expired and the Services are being provided pursuant to a Renewal Term, Customer shall be liable for an amount equal to 100% of the MRC's applicable to the remaining months of the Renewal Term. In addition, TelePacific shall be entitled to recover from Customer all of the costs it incurs (including court costs and reasonable attorney's fees) to collect any delinquent charges owed by Customer along with all other damages it incurs as a result of Customer's breach of this Agreement. Paragraphs 4 and 5 of this Agreement, inclusive of subparagraphs, shall survive any termination or expiration of this Agreement.

5. Warranty, Disclaimer, Limitation of Liability and Indemnity

(a) WARRANTY DISCLAIMER. WITHOUT LIMITING ANY EXPRESS FINANCIAL OR LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS/FAILURES). UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE



POSSIBILITY OF SUCH DAMAGES. TELEPACIFIC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. TELEPACIFIC SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR INFRINGEMENT OF THIRD PARTY RIGHTS.

(b) TelePacific shall not be liable for any act, omission of any other entity furnishing Customer with facilities or equipment used with the Services, nor shall TelePacific be liable for any damages or losses due in whole or in part to the fault or negligence of Customer or due in whole or in part to the failure of Customer-provided equipment or facilities.

(c) LIMITATION OF LIABILITY. NOTWITHSTANDING THE PROVISIONS OF SUBPARAGRAPH (A), TELEPACIFIC'S TOTAL LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE LESSER OF (1) CUSTOMER'S PROVEN DIRECT DAMAGES; (2) THE AMOUNTS PAID BY CUSTOMER TO TELEPACIFIC FOR THE SERVICES DURING THE PERIOD IN WHICH ANY SERVICE-RELATED PROBLEMS WERE EXPERIENCED, OR (3) IN THE CASE OF TARIFFED SERVICES, THE CREDITS AVAILABLE TO CUSTOMER UNDER TELEPACIFIC'S THEN STANDARD TARIFFED LIMITATION OF LIABILITY. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

(d) Indemnification. Customer will defend, indemnify and hold harmless TelePacific (including its officers, directors, employees, agents, and contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs), arising out of or relating to Customer's use of the Services. This indemnity will not be available if the damage or loss is due to TelePacific's willful or reckless acts or omissions. Subject to the limitation of liability set forth in subparagraph (c) of this Section, TelePacific will defend, indemnify and hold harmless Customer (including its officers, directors, employees, agents, licensees or contractors) from any claims, liabilities, losses damages and expenses (including reasonable attorneys' fees and court costs), arising out of or relating to TelePacific's delivery of the Services to Customer. This indemnity will not be available if the damage or loss is due to Customer's willful or reckless acts of omissions.

5. Miscellaneous Provisions

(a) Assignment and Succession. Customer may not assign or transfer this Agreement without TelePacific's prior written consent, which shall not be unreasonably withheld. Any unauthorized assignment or transfer shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successor and authorized assigns.

(b) Governing Law. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California without regard to the conflicts of law provisions thereof.

(c) Force Majeure. TelePacific shall not be liable for any failure of performance of the Services due to causes beyond its control, including, but not limited to, fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorists, riots, strikes, lockouts, work stoppages, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over TelePacific or the Services provided hereunder.

(d) Arbitration. If the parties cannot resolve between themselves any dispute arising under this Agreement, the parties shall promptly submit the dispute to binding arbitration at the office of the American Arbitration Association ("AAA") located in the City or County of the state where the services are provided, or if there is no AAA office at that location, then at the AAA office closest to where the services are provided ("Arbitration Site"). The arbitration will be held in accordance with the commercial arbitration rules of the AAA. Either party may initiate arbitration by providing written demand for arbitration (with a



copy to the other party), a copy of this Agreement and the administrative fee required by the AAA rules to the AAA office located at the Arbitration Site. The remaining cost of the arbitration shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The parties agree to undertake all reasonable steps to expedite the arbitration process. One arbitrator will be appointed in accordance with the AAA rules within 30 calendar days of the submission of the demand for arbitration. The arbitrator will designate the time and place for the Arbitration within 30 days of appointment. TelePacific and Customer agree that the arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, TelePacific's applicable tariffs, if any, and any other applicable law. The arbitrator shall not be entitled to award, nor shall either party be entitled to receive, punitive, incidental, exemplary, consequential, reliance or special damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of this Agreement and shall be final, binding and enforceable in a court of competent jurisdiction.

(e) Entire Agreement and Modifications. This Agreement and all other documents specifically referred to herein constitute the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter, which are of no further force or effect. The exhibits referred to herein are integral parts of this Agreement and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

(f) Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court or administrative agency with jurisdiction over the Services, such provision shall be deemed amended to the minimum extent necessary to render it enforceable.

(g) Headings. The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any of the terms contained herein.

(h) Waiver. Under no circumstances shall the failure of TelePacific to enforce any provision of this Agreement in any particular instance be construed as a waiver of that provision.

7. Service Guarantee

Notwithstanding anything to the contrary contained in this Agreement, Customer may terminate this Agreement without any further obligation if the Services provided by TelePacific are not substantially performing up to industry standards during the first 90 days the Services are available for Customer's use. If Customer elects to terminate the Agreement pursuant to this guarantee, TelePacific will reimburse Customer for all reasonable costs incurred by Customer to re-establish service with its previous service provider not to exceed the amount that Customer paid to TelePacific for installation of the Services. This Service Guarantee only applies if (a) the cause of the Service deficiency was within TelePacific's reasonable control; (b) Customer ordered at least the amount of Services recommended by TelePacific to meet Customer's traffic volumes; and (c) TelePacific fails to correct the Service deficiency within 15 days after receiving written notice from the Customer of the deficiency given during the 90 day period.

**Addendum to the Telecommunications Account Agreement
3-Year Pricing on 1-Year Term**



This Addendum to the Telecommunications Account Agreement ("Addendum") is by and between **U.S. TelePacific Corp.**, a California corporation, dba, TelePacific Communications, 515 S. Flower Street, 47th Floor, Los Angeles, CA 90071-2201 ("TelePacific") and Customer described below ("Customer").

Customer Information			
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT <small>Company Legal Name (Customer)</small>	EDUCATION <small>Entity Type</small>		
	CALIFORNIA <small>State of Organization</small>		
18122 BEAR VALLEY ROAD <small>Billing Address: Street</small>	VICTORVILLE <small>City</small>	CA <small>State</small>	92395 <small>Zip</small>

This Addendum amends and modifies the Telecommunications Account Agreement between TelePacific and Customer signed by Customer on the _____ day of _____, _____, ("Agreement"), as follows:

- Based on the volume of Services ordered by the Customer and the competitive conditions in the marketplace for telecommunications services, TelePacific hereby agrees to provide Services to Customer as set forth on Page 1 of the Agreement on the Customer's commitment to a one (1) year term contract, under the Terms & Conditions applicable to the Agreement as modified by this Addendum, subject to the authorization of the California Public Utilities Commission ("CPUC"), as follows:

"Notwithstanding the term commitment above and any other provisions of the Agreement to the contrary in the Agreement, TelePacific and Customer agree that TelePacific shall bill Services provided to Customer at a monthly recurring rate for a three (3) year term."

Agreement	
U.S. TelePacific Corp., a California corporation <small>Company Legal Name (Customer)</small>	VICTOR VALLEY COMMUNITY COLLEGE DISTRICT / CALIFORNIA <small>Customer Name a State Entity</small>
X <i>Stacie Hiller</i> <small>Signature</small>	X <small>Signature</small>
<i>Stacie Hiller</i> <small>Name</small>	<small>Name</small>
General Manager (signature required) <small>Title</small>	<small>Title</small>
2/11/2010 <small>Date</small>	<small>Date</small>

Addendum – Downsize Services Without Incurring Early Termination Fees

This Addendum to the Telecommunications Account Agreement ("Addendum") is by and between **U.S. TelePacific Corp.**, a California corporation, dba, TelePacific Communications, 515 S. Flower Street, 47th Floor, Los Angeles, CA 90071-2201 ("TelePacific") and Customer described below ("Customer").

Customer Information			
<u>VICTOR VALLEY COMMUNITY COLLEGE DISTRICT</u>		<u>EDUCATION</u>	
<small>Company Legal Name (Customer)</small>	<small>Entity Type</small>		
		<u>CALIFORNIA</u>	
<small>Doing Business As (DBA)</small>	<small>State of Organization</small>		
<u>18422 BEAR VALLEY ROAD</u>	<u>VICTORVILLE</u>	<u>CA</u>	<u>92575</u>
<small>Billing Address: Street</small>	<small>City</small>	<small>State</small>	<small>Zip</small>

This Addendum amends and modifies the Telecommunications Account Agreement between TelePacific and Customer signed by Customer on the _____ day of _____, _____, ("Agreement"), as follows:

1. Based on the volume of Services ordered by the Customer and the competitive conditions in the marketplace for telecommunications services, TelePacific hereby agrees to provide Services to Customer as set forth on Page 1 of the Agreement on the Customer's commitment to a term contract under the Terms & Conditions applicable to the Agreement as modified by this Addendum, subject to the authorization of the California Public Utilities Commission ("CPUC"), as follows:

2. TelePacific and Customer agree that the Terms and Conditions applicable to the Agreement are hereby amended by adding an additional paragraph, "(c)" to Section 4 thereof, as follows:

"(c) Notwithstanding the provisions of sub-paragraphs (a) and (b) of this Section, in the event Customer no longer needs the Services covered under this Agreement at any one or more Service Locations, Customer may, upon forty -five (45) days written notice to TelePacific, terminate Services that are not needed and, except that Customer shall pay to TelePacific an amount equal to the tariffed Non-Recurring Charges for installation of Services to such affected Service Locations, other termination charges will not apply, provided that the total Monthly Recurring Charges covered under this Agreement at any time are not reduced by more than twenty percent (20%) below the greater of (i) the total Monthly Recurring Charges applicable to the Services installed at the commencement of this Agreement, or (ii) the total Monthly Recurring Charges applicable to the Services provided to Customer in any one of the then-preceding three (3) months. If the total Monthly Recurring Charges for Services falls below the eighty percent (80%) level, Customer shall pay the termination charges set forth in sub-paragraph (b) of this Section. In addition, Customer shall not port or transfer any of the terminated Services to a different service provider without paying the termination charges set forth in paragraph (b) of this Section for such ported or transferred services.

(THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

3. In the event of a conflict between the Terms and Conditions of the Agreement and the contents of this Addendum, the contents of this Addendum shall control.

Agreement	
U.S. TelePacific Corp., a California corporation <small>Company Legal Name (Customer)</small>	Victor Valley Community College District / California <small>Customer Name a State/Entity</small>
X <i>Shernie Hillen</i> <small>Signature</small>	X <small>Signature</small>
<i>Sherrice Hillen</i> <small>Name</small>	 <small>Name</small>
General Manager (signature required) <small>Title</small>	 <small>Title</small>
<i>2/11/2010</i> <small>Date</small>	 <small>Date</small>

**Addendum to the Telecommunications Account Agreement
Month-to-Month Renewal After Initial Term**



This Addendum to the Telecommunications Account Agreement ("Addendum") is by and between U.S. TelePacific Corp., a California corporation, dba, TelePacific Communications, 515 S. Flower Street, 47th Floor, Los Angeles, CA 90071-2201 ("TelePacific") and Customer described below ("Customer").

Customer Information			
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT <small>Company Legal Name (Customer)</small>	EDUCATION <small>Entity Type</small>		
	CALIFORNIA <small>State of Organization</small>		
18422 BEAR VALLEY ROAD <small>Billing Address Street</small>	VICTORVILLE <small>City</small>	CA <small>State</small>	92315 <small>Zip</small>

This Addendum amends and modifies the Telecommunications Account Agreement between TelePacific and Customer signed by Customer on the _____ day of _____, _____, ("Agreement"), as follows:

- Based on the volume of Services ordered by the Customer and the competitive conditions in the marketplace for telecommunications services, TelePacific hereby agrees to provide Services to Customer as set forth on Page 1 of the Agreement on the Customer's commitment to a term contract, under the Terms & Conditions applicable to the Agreement as modified by this Addendum, subject to the authorization of the California Public Utilities Commission ("CPUC"), as follows:

"Notwithstanding any other provisions of the Agreement to the contrary in Paragraphs 2(b) and 4(a) of the Terms and Conditions applicable to the Agreement, TelePacific and Customer agree that, at the end of the Initial Term, the Term of this Agreement shall renew only on a month-to-month basis unless either party notifies the other party in writing at least thirty (30) days prior to the end of the then-current Term of the intent not to allow the Agreement to renew."

- TelePacific and Customer agree that the Agreement as amended by this Addendum shall not become effective until authorization of the CPUC is first obtained. TelePacific will promptly file for such approval after both parties have executed the Agreement and this Addendum. The Agreement shall at all times be subject to such changes and modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction.

Agreement	
U.S. TelePacific Corp., a California corporation <small>Company Legal Name (Customer)</small>	VICTOR VALLEY COMMUNITY COLLEGE DISTRICT / CALIFORNIA EDUCATION <small>Customer Name a State Entity</small>
X <i>Sherrin Hiller</i> <small>Signature</small>	X <small>Signature</small>
<i>Sherrin Hiller</i> <small>Name</small>	<small>Name</small>
<small>General Manager (signature required)</small>	
<small>Title</small>	<small>Title</small>
<i>2/11/2010</i> <small>Date</small>	<small>Date</small>

Service Agreement

Telecommunications Account Agreement Number _____

1. Company Information

Victor Valley Community College District		Doing Business As (DBA)	
Company Legal Name (Customer)	Frank Smith	Executive Dean Technology Inforrm smithf@vvc.edu	
Contact Name	760-245-4271	Title	Email
Telephone Number	18422 Bear Valley Road	Fax Number	
Service Address: Street	Victorville	CA	92395
	City	State	Zip

2. TelePacific Facilities and Services

TelePacific will provide Customer with the specified type and quantity of services at the rates listed. Current affecting usage rates are set forth in Exhibit A (attached).

TelePacific Facilities & Services			Monthly Recurring Cost		Non-Recurring Costs	
Description of Services	Account Term (Years)	Qty	Unit Price	Total	Unit Price	Total
PRI	3	2	\$ 390.00	\$ 780.00	\$ 500.00	\$ 1,000.00
Business Lines	3	86	\$ 23.16	\$ 1,991.76	\$ 25.00	\$ 2,150.00
200 DID's	3	200	\$ 0.50	\$ 100.00		\$ -
100 DID's waived with Double Dash promo				\$ -		\$ -
Install Waived with Promo	3	1		\$ -	\$ (3,150.00)	\$ (3,150.00)
PRI Caller ID name and number	3	2	\$ 9.50	\$ 19.00		\$ -
10 toll Free Numbers waived with Double Dash promo				\$ -		\$ -
M-T-M Renewal After Initial Term Addendum				\$ -		\$ -
3 YR Term - 1 YR Out Addendum				\$ -		\$ -
Downsize Addendum				\$ -		\$ -
Flex check \$500 credit				\$ -		\$ -
NSR:				\$ -		\$ -
Waive PC 1500 commitment				\$ -		\$ -
DID's .50 per				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -

Sub Totals: \$ 2,890.76 \$ -

Other Charges and Fees (LDAC and EUCLC): \$ 1,064.00

Federal, State and Local taxes along with the Administrative Service Fee (ASF) are not included. ASF is an account-level fee based on invoiced monthly recurring charges (MRCs) and usage to cover costs for regulatory compliance and administering and processing federal, state and local fees and taxes and public program surcharges. A minimum ASF of \$12.50 shall be charge on invoiced MRCs and usage up to \$250.00; \$25.00 ASF on invoiced MRCs and usage totaling between \$250.01 and \$2,500.00; and ASF calculated as 1% of invoiced MRCs and usage totaling more than \$2,500.00.

Agreed By, Customer Signature _____

_____ Date



Important Notice: New Terms and Conditions For Telecommunications Account Agreement Effective December 4, 2009

You are receiving this notice since the Terms and Conditions (Terms) of the Telecommunications Account Agreement with TelePacific will change on December 4, 2009.

The new Terms are available for your review at www.telepacific.com/NEWterms. Please refer to our website for the full statement of the Terms and Conditions which will replace the Terms and Conditions which are currently being offered by TelePacific. The summary below is only a reference guide and is not meant to change any of the Terms and Conditions.

1. General

This section defines the Services for which you are contracting, how the prices for those Services are determined, special conditions for rates and fees, such as expedite fees, how the rates, Terms and Conditions may be changed during the contract Term and any rights you have if those changes occur.

2. Term Billing and Payment

This section covers when the Agreement becomes effective, when the Term starts and renews, how additional Services, if any, are handled, how billing will occur and what is included, how a deposit may be required, what happens if you delay acceptance of the Services, when payment of Invoices is due, how Invoice disputes are handled, late payment fees, actions that may result from late payment or non-payment and the charge for returned checks.

3. Customer Obligations

This section covers your responsibility for any of our property on your premises, for use of our Service and your message content, for compliance with our Acceptable Use Policy (which may change during the Term), for securing your own network against unauthorized use and access and that you have no right to rely on any oral or written statements of our employees contrary to the Customer Obligations Terms and Conditions. Also included is your responsibility to pay any 3rd party vendor charges and to arrange for disconnection and payment of charges related to the disconnection of any related services with your current carrier(s).

4. Termination

This section states the rights and duties related to termination of Services or the Agreement, the renewal of the Term, the fees charged for cancellation of an order for Services before the commencement of a Term, how a "material breach" of the Agreement is handled, and whether a fee is incurred for termination of Services or the Agreement before the end of a Term and how it is calculated.

5. Warranty, Disclaimer, Limitation of Liability and Indemnity

This section limits your rights to impose liability for certain damages on us, disclaims certain implied representations and warranties, provides credit allowances under certain conditions for interruptions of Service and outages that you may claim, and defines your obligations, and ours, with regard to indemnity and defense of certain claims.

6. Miscellaneous Provisions

This section controls assignment and transfer of the Agreement and Services under it, the law applicable to the Agreement, an exclusion of liability for damages caused by us over which we have no control, how we resolve disputes under the Agreement, the exclusion of any understanding or other agreements from what is contained in the Agreement and its exhibits, and any changes not signed by both you and us, what happens if any provision of the Agreement is found to be invalid or unenforceable, whether the headings of the sections and paragraphs are part of the Agreement, the effect of non-enforcement of any provision of the Agreement, how we will give notice under the Agreement to each other, and a time limitation for the bringing of a legal action under the Agreement

7. Service Guarantee

This section provides you with an alternative to continuing with our Services under the Agreement under certain conditions.

I have read the notice and am aware of the pending Terms and Conditions that will govern the Services provided by TelePacific under the Telecommunications Account Agreement effective on December 4, 2009.

Signature

Customer Legal Name

Date

Letter of Agency

1. Customer and Carrier Identification			
Current Carriers			
Frank Smith		Executive Dean Technology Informaiton Resources	
Contact Name		Title	
Company Name			
18422 Bear Valley Road	Victorville	CA	92395
Service Address, Street	City	State	Zip
Other Company Names (DBA)			

2. Billing Telephone Numbers		
This authorization covers all customer numbers associated with the Billing Telephone Numbers listed below:		
760-245-4271	_____	_____
_____	_____	_____

3. Approval	
<input checked="" type="checkbox"/> Customer Service Records	
To: Current Carrier(s) Listed Above.	
Subject: The Customer identified above hereby authorizes TelePacific Communications to act as its agent in dealing with local companies listed above for the purpose of generating a proposal for TelePacific Communications products and services. This authorization covers all of the activities listed below:	
<ol style="list-style-type: none"> 1. Obtain and review current customer account, billing information and service configurations for all services. 2. Analyze and compare services and prepare a proposal for TelePacific products and services. 	

<input checked="" type="checkbox"/> Service Change	
<input checked="" type="checkbox"/> New Service	
I, the undersigned, act on behalf of the company with respect to the telephone number(s) listed above. I authorize TelePacific Communications to act as our agent either to (1) change our telecommunications carrier from current carrier(s) or (2) initiate new service with TelePacific Communications for the following services (choose all that apply):	
<input checked="" type="checkbox"/> Local Service	
<input checked="" type="checkbox"/> IntraLata Toll:	Carrier: <u>TelePacific</u>
<input checked="" type="checkbox"/> IntraLata Long Distance Service:	Carrier: <u>TelePacific</u>
<input type="checkbox"/> or	
<input type="checkbox"/> I want to retain my existing LD carrier on some or all of my telephone numbers.	
<input type="checkbox"/> Specify Intra and InterLata PIC for each telephone number on attachment	
I understand that only one telecommunications carrier may be designated as my primary Interexchange carrier for any one telephone number for each (a) IntraLata Toll and (b) InterLata Long Distance services. I also understand that if I select no primary interexchange carrier (NO PIC), I will be unable to make IntraLata Toll and/or InterLata Long Distance calls except by using casual dialing. I understand that any change in my primary carrier selection may involve a charge to my account for making the change.	

4. Agreement	
Contact Name	Title

Customer Contact Authority

TelePacific is committed to protecting the proprietary information (CPNI) you have entrusted to us. Pursuant to FCC rules, effective 12/8/2007, we have implemented policies and procedures designed to better protect your network information against unauthorized access. Please assist us by providing complete contact information for parties authorized to receive information regarding your account.

"I grant permission to TelePacific to provide information to the following individuals for the purpose of servicing my telecommunications account, including: the review of network, service, and billing records; negotiation of service changes; and resolution of network and billing issues that may arise on my account. Identified below are authorized account contacts and their respective authority level for each organizational area within my company and/or third-party representative that will be doing business with TelePacific on my behalf. "

Account Number: _____

Printed Name: _____

Title: _____ Date: _____

Authorized Signature: _____

Authority Levels:

R/W/A: (Read/Write/All) This contact has full authority to request information and place orders on all aspects of the account including bill usage and network configuration.

R/W/B: (Read/Write/Bill) This contact has the authority to ask questions about billing issues and request bill related changes on the account such as the billing address.

R/W/O: (Read/Write/Orders): This contact can receive information about the network configuration on an account including line type, count, and physical and data configuration. This contact is authorized to place orders on the account including reconfigures, moves, adds, changes, new locations, etc.

R/O: (Read/Only): This type of contact is allowed to request and receive information regarding bills, network configuration, and orders, but is not authorized to make changes on accounts or orders.

R/T: (Read/Trouble) This authority level is allowed to report trouble on accounts, receive network configuration information in support of resolving trouble on the account. They are not authorized to receive information about on-line customer access system passwords or place orders for account changes.

ACCOUNT CONTACTS:			
PRIMARY ACCOUNT AUTHORITY/ AUTHORIZED SIGNEE			
Name	Frank Smith	Title	Executive Dean
Phone	760-245-4271	Cell	
Email	smithf@vc.edu	Fax	
Authority Level	<input checked="" type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT Check Appropriate Authorization Level		
ALTERNATE PRIMARY ACCOUNT AUTHORITY			
Name		Title	
Phone		Cell	
Email		Fax	
Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT Check Appropriate Authorization Level		
ACCOUNT BILLING CONTACT			
Name		Title	
Phone		Cell	
Email		Fax	
Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT Check Appropriate Authorization Level		
ALTERNATE ACCOUNT BILLING CONTACT			
Name		Title	
Phone		Cell	
Email		Fax	

Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT	Check Appropriate Authorization Level
ONECENTRAL ADMINISTRATOR		
Name		Title
Phone		Cell
Email		Fax
Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT	check appropriate authorization level
MAIN TECHNICAL CONTACT		
Name		Title
Phone		Cell
Email		Fax
Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT	Check Appropriate Authorization Level
ALTERNATE TECHNICAL CONTACT		
Name		Title
Phone		Cell
Email		Fax
Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT	Check Appropriate Authorization Level
MAIN DATA CONTACT/LAN ADMINISTRATOR		
Name		Title
Phone		Cell
Email		Fax
Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT	Check Appropriate Authorization Level
ORDER CONTACTS:		
PRIMARY ORDER PROVISIONING CONTACT (COULD BE SAME AS MAIN TECHNICAL CONTACT)		
Name		Title
Phone		Cell
Email		Fax
Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT	Check Appropriate Authorization Level
ALTERNATE ORDER PROVISIONING CONTACT		
Name		Title
Phone		Cell
Email		Fax
Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT	Check Appropriate Authorization Level
AFTER HOURS CONTACT		
Name		Title
Phone		Cell
Email		Fax
Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT	Check Appropriate Authorization Level

TelePacific may send emails to inform customers of other related services and other information. TelePacific does not sell personal information and personal information is not given to a third party unless authorized by the customer in writing or required pursuant to contracts authorized by law.

To facilitate processing of these forms, they may be returned in the following ways:

- By mail: TelePacific Communications, Attn: Customer Care, 3485 Brookside Dr. Suite 102, Stockton, CA 95219
- By e-mail: Scan signed documents and send to: customerservice@telepacific.net
- By fax: 866-891-2088

**AUTHORIZATION FOR THIRD-PARTY ACCOUNT REPRESENTATION:
TO OBTAIN CUSTOMER'S SERVICE RECORDS, BILLING INFORMATION AND CREDIT INFORMATION**

I, hereby authorize the following "Agency (ies)" (Agent/Vendor/Other Third Party) and its representatives to obtain my or my company's (hereinafter "Customer") customer service records and billing information, as well as credit information, from U.S. TelePacific Corp., Mpower Communications Corp. and/or Arrival Communications, Inc., as necessary. I am requesting that TelePacific Communications interface directly with Agent in providing service records, responding to requests for changes in service, billing disputes and/or trouble tickets, for purposes of assisting Customer as noted below. I have indicated the level and duration of this authorization for each "agent" by selecting from the following.

Authority Levels (choose one that applies):

R/W/A: (Read/Write/All) This "agent" has full authority to request information and place orders on all aspects of the account including bill usage and network configuration.

R/W/B: (Read/Write/Bill) This "agent" has the authority to ask questions about billing issues and request bill related changes on the account such as the billing address.

R/W/O: (Read/Write/Orders) This "agent" can receive information about the network configuration on an account including line type, count, and physical and data configuration. This contact is authorized to place orders on the account including reconfigures, moves, adds, changes, new locations, etc.

R/O: (Read/Only) This type of contact is allowed to request and receive information regarding bills, network configuration, and orders, but is not authorized to make changes on accounts or orders.

R/T: (Read/Trouble) This authority level is allowed to report trouble on accounts, receive network configuration information in support of resolving trouble on the account. They are not authorized to receive information about on-line customer access system passwords or place orders for account changes.

Duration of Authorization (Choose one that applies):

This order/installation only

Term of contract and extensions with a TelePacific company or until TelePacific is otherwise notified in writing

Agent Contact-Company Name		Agent Code	
Name	Continuant - Pat Halliday	Title	agent/vendor
Phone	206-664-9215	Cell	
Email	path@continuant.com	Fax	
Authority Level	<input checked="" type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT Check Appropriate Authorization Level		
Duration	<input type="checkbox"/> This Installment Only <input checked="" type="checkbox"/> Term of Contract Check Appropriate Duration		
Voice Vendor-Company Name		Vendor Code	
Name		Title	
Phone		Cell	
Email		Fax	
Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT Check Appropriate Authorization Level		
Duration	<input type="checkbox"/> This Installment Only <input type="checkbox"/> Term of Contract Check Appropriate Duration		
Data Vendor-Company Name		Vendor Code	
Name		Title	
Phone		Cell	
Email		Fax	
Authority Level	<input type="checkbox"/> RWA <input type="checkbox"/> RWB <input type="checkbox"/> RWO <input type="checkbox"/> RO <input type="checkbox"/> RT Check Appropriate Authorization Level		
Duration	<input type="checkbox"/> This Installment Only <input type="checkbox"/> Term of Contract Check Appropriate Duration		

This letter of authorization does not preclude me or my company from placing orders, handle billing disputes and/or trouble tickets directly with TelePacific Communications on my/our behalf.

Account Number: _____
 Customer/Business Name: Victor Valley Community College District
 Billing Address: 18422 Bear Valley Road
 City: Victorville State: CA Zip: 92395

The undersigned has read the foregoing and represents that he/she is authorized to act on behalf of the Customer.

Printed Name: _____
 Title: _____ Date: _____
 Authorized Signature: _____

To facilitate processing of these forms, they may be returned in the following ways.

- **By mail:** TelePacific Communications, Attn. Customer Care, 3485 Brookside Dr. Suite 102, Stockton, CA 95219
- **By e-mail:** Scan signed documents and send to: customerservice@telepacific.net
- **By fax:** 866-891-2088



Application for Credit

Please complete all sections completely and legibly.

Incomplete applications can not be processed.

The information below is warranted to be true and correct by the above named Customer and is given for the purpose of obtaining credit from TelePacific. Customer authorizes TelePacific to conduct a routine credit check in connection with its application for service. TelePacific will keep such information confidential and only use it for the purpose of evaluating Customer's credit in connection with Customer's application for service. This application for credit shall be construed in accordance with the laws of the State of California.

Victor Valley Community College District
Company Legal Name (Customer as stated in Business Portal)

Legal Composition: (Please Check One)

- Corporation
- Sole Proprietorship
- General Partnership
- LLC
- LLP

Doing Business As (DBA)

Federal Tax ID: 95-6006576 Exempt? Yes No Business Type: _____ State Organized: _____

State Tax Information: Tax Exempt # _____ Dun & BradStreet # (D&B): _____

Process as Personal Guarantee Yes No

Officer/Owner Name & Title Soc. Security # _____

Officer/Owner Name & Title Soc. Security # _____

Current Carrier Reference: Carrier Name _____

Account #: _____ Phone #: _____ Length of Service: _____

Estimated Monthly Long Distance Usage: _____ Estimated International Usage: _____ International Block? Yes No

Main Service Address: 18422 Bear Valley Road

City: Victorville State: CA ZIP Code: 92395

Billing Address (if different): 18422 Bear Valley Road

City: Victorville State: CA ZIP Code: 92395

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Sherrie Hiller
Sales Representative Name

877-285-8722
Phone

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT- WIB GLOBAL INFORMATION SYSTEMS TRAINING CONTRACT/EKG MONITOR TECHNOLOGY

SUBMITTED BY: Ginger Ontiveros, Executive Director, Foundation

RECOMMENDED BY: Dr. Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The San Bernardino County Workforce Investment Board (WIB) has selected Victor Valley Community College to provide contract education services funded through the American Recovery and Reinvestment Act. This contract is required to accept funding and establish contract education courses for training WIB clients in **EKG Monitor Technology**.

Need:

The Workforce Investment Board has determined that training EKG Monitor Technicians will lead to increased employment in the region.

Fiscal Impact: \$69,990 to the District.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the attached agreement between Victor Valley Community College and the County of San Bernardino to implement contract education training in EKG Monitor Technicians.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code VICTORV576D		Dept. SC	Dept. A	Contract Number	
<input type="checkbox"/> Change			JOB	JOB	Contractor's License No. N/A	
<input type="checkbox"/> Cancel					Total Contract Amount \$69,990	
County Department Department of Workforce Development			Dept. JOB	Orgn. JOB		
County Department Contract Representative Sandra Harmsen - Director			Telephone (909)387-9862			
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 96130		Contract Start Date June 22, 2010	Contract End Date Dec 12, 2010	Original Amount \$	Amendment Amount \$	
Fund SAC	Dept. JOB	Organization ARDS	Appr. 300	Obj/Rev Source 3905	GRC/PROJ/JOB No.	Amount \$ 69,990
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
Victor Valley Community						
College – Certified EKG			09-10	\$34,995		
Monitor Technician			10-11	\$34,995		

THIS CONTRACT, hereinafter called "the Contract," is entered into in the State of California by and between the County of San Bernardino, hereinafter called "the County," and

Name
Victor Valley Community College
Address
18422 Bear Valley Road
Victorville, CA 92395
Telephone
(760) 245-4271 x2523
Federal ID No. or Social Security No.
95-6006576

hereinafter called "the Contractor"

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County desires the Contractor, an existing partner, to provide occupational skills training to Workforce Investment Act of 1998 (WIA) customers within the workforce system of the County; and

WHEREAS, the County has been allocated funds under WIA to provide such services; and

WHEREAS, the County desires that such services be provided by the Contractor and the Contractor agrees to perform these services as set forth below;

NOW THEREFORE, the County and the Contractor mutually agree to the following terms and conditions:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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- Exhibit A – *COURSE CURRICULUM*
- Exhibit B – *TRAINING CERTIFICATION REPORT*
- Exhibit C – *EMPLOYMENT VERIFICATION FORM*

I. DEFINITIONS

- A. Contractor – An organization selected to enter into an agreement with the County to provide WIA services pursuant to this Contract, and assume the other responsibilities delineated under “Contractor Service Responsibilities”.
- B. Department of Workforce Development (WDD) – The County Department of Workforce Development is one of four departments within the Economic Development Agency umbrella. The WDD administers and operates programs under the Department of Labor’s Workforce Investment Act. The County Workforce Investment Board oversees the programs offered through the WDD.
- C. Workforce Investment Act (WIA) – Signed into law on August 7, 1998, this law replaces the former Job Training Partnership Act (JTPA). WIA reforms federal job training programs and mandates more comprehensive activities and training programs.
- D. Workforce Investment Board (WIB) – A public policy body appointed by the County of San Bernardino Board of Supervisors with responsibility for providing strategic planning and policy development of the County’s workforce investment system.
- E. American Recovery and Reinvestment Act (ARRA) – An economic stimulus package enacted by the 111th United States Congress in February 2009. The Act includes federal tax cuts, expansion of unemployment benefits and other social welfare provisions, and domestic spending in education, health care, and infrastructure, including the energy sector.
- F. Employment Resource Center – Regionally designated locations from which WIA and Employment Services are administered to serve the residents of the County.
- G. Electrocardiogram (EKG) Technician – A member of the health care profession whose primary duty is the performance of electrocardiograms on patients. An electrocardiogram (often abbreviated EKG or ECG) measures the electrical activity of the heart and can be used to diagnose a range of heart diseases.
- H. San Bernardino County Resident – An individual who resides within the geographic area of the County of San Bernardino, excluding the incorporated City of San Bernardino.

II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. The Contractor shall provide classroom space, qualified instructor(s), course curriculum and hands on training for thirty (30) selected WIA customers through one (1) cohort of thirty (30) customers each in Certified EKG Monitoring Technician training. The Contractor shall reserve fifty percent (50%) of the class seats for the registration of WIA referrals and maintain a waiting list of potential registrants until one (1) week prior to the start date of the course. At that time all remaining seats may be filled from the Contractor’s wait list. Course shall not commence without one hundred percent (100%) enrollment, unless prior approval has been received from WDD.
- B. The Contractor shall provide WDD with a contact person that will be responsible for registration, enrollment, reports, and any other program related questions and/or concerns.
- C. The Contractor shall show priority of service to WIA funded customers which shall include referrals from WIA funded youth providers.

- D. The Contractor shall be responsible for each customer to complete the WIA application and to report to the Employment Resource Center prior to the first day of the course.
- E. The course, as detailed in Exhibit "A" incorporated herein, will consist of a minimum of one hundred fifty-seven (157) hours of classroom instruction. The Contractor shall recruit WIA eligible customers and ensure that each customer is enrolled in the WIA system through WDD staff.
- F. The Contractor shall provide WDD with monthly updates and progress reports on each customer enrolled in the course. The Contractor shall ensure that all monthly updates and progress reports are received by WDD by the 10th day of the month following the month for which the report was made. The reports will include: attendance, classroom performance, and/or any related issues that may positively or negatively impact the success of the customer's completion of the course. The report form is detailed in Exhibit "B". Contractor will notify WDD immediately if there are any attendance issues/concerns with the customer.
- G. The Contractor shall provide certificates of completion to WDD staff for each customer that has successfully completed the course as future funding is dependant upon successful completion of each customer. The Contractor shall track employment for each customer and shall complete the employment verification form (Exhibit "C") provided by WDD and submit the form as part of the monthly update due by the 10th day of each month. The Contractor shall report only new employments for each month.
- H. The Contractor shall coordinate with WDD to ensure that an assessment for each customer is administered prior to enrollment into the course.
- I. Contractor shall supply all books, supplies, use of standard lab equipment, access to Contractor's career center, uniforms, license fees, and parking permit (if applicable).

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, the Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County. The Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Orders 12549 and 12689, and implemented as 45 CFR, Part 76.
- B. Without the prior written consent of the County's Economic Development Agency Administrator or the Assistant Administrator for the Economic Development Agency or their designee, this Contract is not assignable by the Contractor either in whole or in part.
- C. The Contractor agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent the Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. If during the course of the administration of this Contract the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information

has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

E. The Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County's WDD Department Head. Any subcontractor shall be subject to the same provisions as the Contractor. The Contractor shall be fully responsible for the performance of any subcontractor.

F. The Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. Said records shall be kept and maintained within the County. The County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete, current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

G. The Contractor shall notify the County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify the County of changes in telephone or fax numbers.

H. The Contractor shall notify the County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise the County of the steps being taken to provide the services and to fill the position(s) as expeditiously as possible. Vacancies and associated problems shall be reported to the County on each periodically required report for the duration of said vacancies and/or problems.

I. The Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event that the County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

J. The Contractor shall observe all federal, state and County regulations concerning confidentiality of records. The Contractor shall refer all requests for information referring to the services provided under Contract to the County.

K. The Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification. The Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
2. Additional Insured. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and the Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests. The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage. The Contractor shall furnish Certificates of Insurance to the County department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the department, and the Contractor shall maintain such insurance from the time the Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000) shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage. In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right, but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly

reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. Insurance Review

- a. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
- b. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. The Contractor agrees to execute any such amendment within thirty (30) days of receipt.
- c. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. Insurance Specifications. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability.
 - i. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollars (\$250,000) limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.
 - ii. If the Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.
 - iii. With respect to Contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
- b. Commercial/General Liability Insurance. The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.

- ii. Products and completed operations.
- iii. Broad form property damage (including completed operations).
- iv. Explosion, collapse and underground hazards.
- v. Personal injury
- vi. Contractual liability.
- vii. Two million dollars (\$2,000,000) general aggregate limit.

c. Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

L. The Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. The Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

M. The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

N. The Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County WDD Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County WDD

Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the WDD shall supply a sample of the Plan format. The Contractor shall be monitored by the WDD for compliance with provisions of its Civil Rights Plan.

- O. The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- P. The Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, California Code of Regulations).
- Q. If the amount available to the Contractor under this Contract exceeds one hundred thousand dollars (\$100,000), the Contractor agrees to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
- R. The Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- S. The Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

IV. COUNTY RESPONSIBILITIES

- A. WDD shall act as liaison between the Contractor and the Local WIB.
- B. WDD staff shall complete the WIA registration and enrollment process for each customer prior to the start of the first day of the course. Eligibility determination shall be the sole responsibility of the WDD and will be made by the advisors assigned to the program.
- C. WDD shall coordinate with the Contractor to ensure a comprehensive assessment for each customer is administered prior to enrollment into the course. WDD will verify that customers referred by WDD will have the minimum qualifications for each course.
- D. WDD shall provide case management services to all WIA enrolled customers.
- E. WDD shall provide the Contractor a contact person to facilitate all needs related to program success.

V. FISCAL PROVISIONS

- A. The maximum amount payable under this Contract shall not exceed sixty-nine thousand nine hundred ninety dollars (\$69,990).
- B. The Contractor shall invoice the County within fifteen (15) days from the start of the course for fifty percent (50%) of the Contract and shall include a class roster. The Contractor will then invoice the County within fifteen (15) days of completion of class for the remaining fifty percent (50%) of the Contract. Final invoice shall include a copy of the final Training Certification Report that details

attendance, course completion and copy of certificates information for all WIA enrolled employees. Invoices and documentation will be submitted for payment to:

County of San Bernardino - Department of Workforce Development
Attn: Contract and Finance Unit
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

- C. The Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. The Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.
- D. Costs for services under the terms of this Contract shall be incurred during the Contract period except as approved by the County. The Contractor shall not use current year funds to pay prior or future year obligations.
- E. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. The Contractor shall not claim reimbursement or payment from the County for, or apply sums received from the County with respect to that portion of its obligations that have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F. The County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless the County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- G. Use of ARRA Funds and Requirements
 1. This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%); or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.
 2. Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.
 3. The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. The Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. The Contractor will also be required to provide detailed information regarding

compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. The Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

4. The Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. The Contractor must contact the County with any questions regarding registration requirements.

H. Schedule of Expenditure of Federal Awards

1. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. The Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A- 133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, the Contractor agrees to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.
2. The Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

VI. RIGHT TO MONITOR AND AUDIT

- A. The County shall have the absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract.
- B. The County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted.
- C. The Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's

reasonable advance written notice or turned over to the County. If said records are not made available at the scheduled monitoring visit, the Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and be deducted from the following month's claim for reimbursement.

- E. The Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon the County's request, the Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with the County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to OMB Circular A-133, Contractors expending five hundred thousand dollars (\$500,000) or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by the Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, the County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 1. Afford the Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of the County; and/or
 - 2. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to the Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

VIII. TERM

This Contract is effective June 22, 2010 through December 12, 2010 but may be terminated earlier in accordance with provisions of Section IX of the Contract.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph B, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Administrator of the Economic Development Agency is authorized to exercise the County's rights with respect to any termination of this Contract.

- B. The Contractor shall only be reimbursed for costs and non cancelable obligations incurred prior to the date of termination. The Contractor shall not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Victor Valley Community College
Attn: Ginger Ontiveros
18422 Bear Valley Road
Victorville, CA 92395

County: County of San Bernardino - Department of Workforce Development
Attn: Contract and Finance Unit
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. The Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from the Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

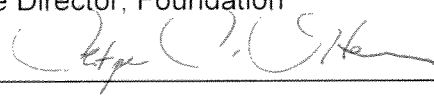
- D. Equipment - All equipment, materials, supplies or property of any kind having a single unit cost of five thousand dollars (\$5,000) or more requires prior approval from the WDD and shall remain the property of the County.
- E. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The federal government (Department of Labor) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for federal government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- F. The County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to the Contractor in the event debts and wages have not been paid on a current basis.


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

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

TOPIC: AGREEMENT - WIB GLOBAL INFORMATION SYSTEMS TRAINING CONTRACT/ PHLEBOTOMY

SUBMITTED BY: Ginger Ontiveros, Executive Director, Foundation

RECOMMENDED BY: Dr. Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The San Bernardino County Workforce Investment Board (WIB) has selected Victor Valley Community College to provide contract education services funded through the American Recovery and Reinvestment Act. This contract is required to accept funding and establish contract education courses for training WIB clients in **Phlebotomy**.

Need:

The Workforce Investment Board has determined that training Phlebotomy Technicians will lead to increased employment in the region.

Fiscal Impact: \$133,425 to the District.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the attached agreement between Victor Valley Community College and the County of San Bernardino to implement contract education training in Phlebotomy.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



FOR COUNTY USE ONLY

County of San Bernardino
F A S
STANDARD CONTRACT

<input type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change	VICTORV576D		JOB					
<input type="checkbox"/> Cancel								
County Department			Dept.	Orgn.	Contractor's License No.			
Department of Workforce Development			JOB	JOB				
County Department Contract Representative			Telephone		Total Contract Amount			
Sandra Harmsen - Director			(909)387-9862		\$ 133,425			
Contract Type								
<input type="checkbox"/> Revenue		<input checked="" type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:		
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
96130		June 22, 2010	Dec 12, 2010	\$	\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
SAC	JOB	ARDS	300	3905		\$ 133,425		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Project Name			Estimated Payment Total by Fiscal Year					
Victor Valley Community College – Certified			FY	Amount	I/D	FY	Amount	I/D
			09-10	\$66,712.50	—			—
Phlebotomy Technician			10-11	\$66,712.50	—			—

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 Victor Valley Community College
 Address
 18422 Bear Valley Road
 Victorville, CA 92395
 Telephone
 (760) 245-4271 x2523
 Federal ID No. or Social Security No.
 95-6006576

hereinafter called "the Contractor"

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the County desires the Contractor, an existing partner, to provide occupational skills training to Workforce Investment Act of 1998 (WIA) customers within the workforce system of the County; and

WHEREAS, the County has been allocated funds under WIA to provide such services; and

WHEREAS, the County desires that such services be provided by the Contractor and the Contractor agrees to perform these services as set forth below;

NOW THEREFORE, the County and the Contractor mutually agree to the following terms and conditions:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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Exhibit A – *COURSE CURRICULUM*
Exhibit B – *TRAINING CERTIFICATION REPORT*
Exhibit C – *EMPLOYMENT VERIFICATION FORM*

I. DEFINITIONS

- A. Department of Workforce Development (WDD) – The County Department of Workforce Development is one of four departments within the Economic Development Agency umbrella. The WDD administers and operates programs under the Department of Labor’s Workforce Investment Act. The County Workforce Investment Board oversees the programs offered through the WDD.
- B. Workforce Investment Act (WIA) – Signed into law on August 7, 1998, this law replaces the former Job Training Partnership Act (JTPA). WIA reforms federal job training programs and mandates more comprehensive activities and training programs.
- C. Workforce Investment Board (WIB) – A public policy body appointed by the County of San Bernardino Board of Supervisors with responsibility for providing strategic planning and policy development of the County’s workforce investment system.
- D. American Recovery and Reinvestment Act (ARRA) – An economic stimulus package enacted by the 111th United States Congress in February 2009. The Act includes federal tax cuts, expansion of unemployment benefits and other social welfare provisions, and domestic spending in education, health care, and infrastructure, including the energy sector.
- E. Employment Resource Center – Regionally designated locations from which WIA and Employment Services are administered to serve the residents of the County.
- F. Phlebotomy Technician – An individual trained to draw blood, either for laboratory tests or for blood donations.
- G. San Bernardino County Resident – An individual who resides within the geographic area of the County of San Bernardino, excluding the incorporated City of San Bernardino.

II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. The Contractor shall provide classroom space, qualified instructor(s), course curriculum and hands on training for forty-five (45) selected WIA customers through two (2) cohorts of twenty-five (25) and twenty (20) customers each in Phlebotomy Technician training. The Contractor shall reserve fifty percent (50%) of the class seats for the registration of WIA referrals and maintain a waiting list of potential registrants until one (1) week prior to the start date of the course. At that time all remaining seats may be filled from the Contractor’s wait list. Course shall not commence without one hundred percent (100%) enrollment, unless prior approval has been received from WDD.
- B. The Contractor shall provide WDD with a contact person that will be responsible for registration, enrollment, reports, and any other program related questions and/or concerns.
- C. The Contractor shall show priority of service to WIA funded customers which shall include referrals from WIA funded youth providers.
- D. The Contractor shall be responsible for each customer to complete the WIA application and to report to the Employment Resource Center prior to the first day of the course.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

- E. The course, as detailed in Exhibit "A" incorporated herein, will consist of a minimum of one hundred eighty-five (185) hours of classroom instruction. The Contractor shall recruit WIA eligible customers and ensure that each customer is enrolled in the WIA system through WDD staff.
- F. The Contractor shall provide WDD with monthly updates and progress reports on each customer enrolled in the course. The Contractor shall ensure that all monthly updates and progress reports are received by WDD by the 10th day of the month following the month for which the report was made. The reports will include: attendance, classroom performance, and/or any related issues that may positively or negatively impact the success of the customer's completion of the course. The report form is detailed in Exhibit "B". Contractor will notify WDD immediately if there are any attendance issues/concerns with the customer.
- G. The Contractor shall provide certificates of completion to WDD staff for each customer that has successfully completed the course as future funding is dependant upon successful completion of each customer. The Contractor shall track employment for each customer and shall complete the employment verification form (Exhibit "C") provided by WDD and submit the form as part of the monthly update due by the 10th day of each month. The Contractor shall report only new employments for each month.
- H. The Contractor shall coordinate with WDD to ensure that an assessment for each customer is administered prior to enrollment into the course.
- I. Contractor shall supply all books, supplies, use of standard lab equipment, access to Contractor's career center, uniforms, testing and licensing fees, and parking permit (if applicable).

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, the Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County. The Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Orders 12549 and 12689, and implemented as 45 CFR, Part 76.
- B. Without the prior written consent of the County's Economic Development Agency Administrator or the Assistant Administrator for the Economic Development Agency or their designee, this Contract is not assignable by the Contractor either in whole or in part.
- C. The Contractor agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent the Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. If during the course of the administration of this Contract the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- E. The Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County's WDD Department Head. Any

subcontractor shall be subject to the same provisions as the Contractor. The Contractor shall be fully responsible for the performance of any subcontractor.

- F. The Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. Said records shall be kept and maintained within the County. The County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete, current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- G. The Contractor shall notify the County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify the County of changes in telephone or fax numbers.
- H. The Contractor shall notify the County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise the County of the steps being taken to provide the services and to fill the position(s) as expeditiously as possible. Vacancies and associated problems shall be reported to the County on each periodically required report for the duration of said vacancies and/or problems.
- I. The Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event that the County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- J. The Contractor shall observe all federal, state and County regulations concerning confidentiality of records. The Contractor shall refer all requests for information referring to the services provided under Contract to the County.
- K. The Contractor agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification. The Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply

regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

2. Additional Insured. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and the Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests. The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage. The Contractor shall furnish Certificates of Insurance to the County department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the department, and the Contractor shall maintain such insurance from the time the Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000) shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage. In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right, but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review
 - a. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or

suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

- b. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. The Contractor agrees to execute any such amendment within thirty (30) days of receipt.
- c. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. Insurance Specifications. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability.
 - i. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollars (\$250,000) limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.
 - ii. If the Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.
 - iii. With respect to Contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
- b. Commercial/General Liability Insurance. The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury

vi. Contractual liability.

vii. Two million dollars (\$2,000,000) general aggregate limit.

c. Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

L. The Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. The Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

M. The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

N. The Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County WDD Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County WDD Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the WDD shall supply a sample of the Plan format. The Contractor shall be monitored by the WDD for compliance with provisions of its Civil Rights Plan.

- O. The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- P. The Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, California Code of Regulations).
- Q. If the amount available to the Contractor under this Contract exceeds one hundred thousand dollars (\$100,000), the Contractor agrees to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
- R. The Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- S. The Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

IV. COUNTY RESPONSIBILITIES

- A. WDD shall act as liaison between the Contractor and the Local WIB.
- B. WDD staff shall complete the WIA registration and enrollment process for each customer prior to the start of the first day of the course. Eligibility determination shall be the sole responsibility of the WDD and will be made by the advisors assigned to the program.
- C. WDD shall coordinate with the Contractor to ensure a comprehensive assessment for each customer is administered prior to enrollment into the course. WDD will verify that customers referred by WDD will have the minimum qualifications for each course.
- D. WDD shall provide case management services to all WIA enrolled customers.
- E. WDD shall provide the Contractor a contact person to facilitate all needs related to program success.

V. FISCAL PROVISIONS

- A. The maximum amount payable under this Contract shall not exceed one hundred thirty-three thousand four hundred twenty-five dollars (\$133,425).
- B. The Contractor shall invoice the County within fifteen (15) days from the start of the course for fifty percent (50%) of the Contract and shall include a class roster. The Contractor will then invoice the County within fifteen (15) days of completion of class for the remaining fifty percent (50%) of the Contract. Final invoice shall include a copy of the final Training Certification Report that details attendance, course completion and copy of certificates information for all WIA enrolled employees. Invoices and documentation will be submitted for payment to:

County of San Bernardino - Department of Workforce Development
Attn: Contract and Finance Unit
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

- C. The Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. The Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.
- D. Costs for services under the terms of this Contract shall be incurred during the Contract period except as approved by the County. The Contractor shall not use current year funds to pay prior or future year obligations.
- E. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. The Contractor shall not claim reimbursement or payment from the County for, or apply sums received from the County with respect to that portion of its obligations that have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F. The County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless the County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- G. Use of ARRA Funds and Requirements
 1. This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%); or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.
 2. Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.
 3. The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. The Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. The Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. The Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

4. The Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. The Contractor must contact the County with any questions regarding registration requirements.

H. Schedule of Expenditure of Federal Awards

1. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. The Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A- 133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, the Contractor agrees to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.
2. The Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

VI. RIGHT TO MONITOR AND AUDIT

- A. The County shall have the absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract.
- B. The County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted.
- C. The Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to the County. If said records are not made available at the scheduled monitoring visit, the Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and be deducted from the following month's claim for reimbursement.

- E. The Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon the County's request, the Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with the County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to OMB Circular A-133, Contractors expending five hundred thousand dollars (\$500,000) or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by the Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, the County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 1. Afford the Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of the County; and/or
 - 2. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to the Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

VIII. TERM

This Contract is effective June 22, 2010 through December 12, 2010 but may be terminated earlier in accordance with provisions of Section IX of the Contract.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph B, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Administrator of the Economic Development Agency is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. The Contractor shall only be reimbursed for costs and non cancelable obligations incurred prior to the date of termination. The Contractor shall not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Victor Valley Community College
Attn: Ginger Ontiveros
18422 Bear Valley Road
Victorville, CA 92395

County: County of San Bernardino - Department of Workforce Development
Attn: Contract and Finance Unit
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. The Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from the Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. Equipment - All equipment, materials, supplies or property of any kind having a single unit cost of five thousand dollars (\$5,000) or more requires prior approval from the WDD and shall remain the property of the County.
- E. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The federal government (Department of Labor) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for federal government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- F. The County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to the Contractor in the event debts and wages have not been paid on a current basis.
- G. No waiver of any of the provisions of the Contract shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from

exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- H. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- I. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- J. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the state court located within the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

XI. CONCLUSION

- A. This Contract, consisting of fourteen (14) total pages and Exhibits A, B and C, is the full and complete document describing services to be rendered by the Contractor to the County including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. IN WITNESS WHEREOF, the County signatory has been authorized by the Board of Supervisors of the County to sign this Contract on its behalf and the Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written. ///

COUNTY OF SAN BERNARDINO

VICTOR VALLEY COMMUNITY COLLEGE
(Print or type name of corporation, company, contractor, etc.)

► _____
Gary C. Ovitt, Chairman, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Dr. Robert Silverman
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title Superintendent/President
(Print or Type)

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Dated: _____

By _____
Deputy

Address 18422 Bear Valley Road
Victorville, CA 92395

Approved as to Legal Form
► _____
County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____

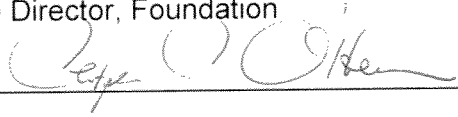
Presented to BOS for Signature
► _____
Department Head
Date _____

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

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

TOPIC: AGREEMENT - WIB GLOBAL INFORMATION SYSTEMS TRAINING CONTRACT/SOLAR PHOTOVOLTAIC DESIGN & INSTALLATION

SUBMITTED BY: Ginger Ontiveros, Executive Director, Foundation

RECOMMENDED BY: Dr. Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The San Bernardino County Workforce Investment Board (WIB) has selected Victor Valley Community College to provide contract education services funded through the American Recovery and Reinvestment Act. This contract is required to accept funding and establish contract education courses for training WIB clients in **Solar Photovoltaic Design and Installation**.

Need:

The Workforce Investment Board has determined that training Solar Photovoltaic Design & Installation Technicians will lead to increased employment in the region.

Fiscal Impact: \$202,890 to the District.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the attached agreement between Victor Valley Community College and the County of San Bernardino to implement contract education training in Solar Photovoltaic Design & Installation.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code		SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change	VICTORV576D			JOB					
<input type="checkbox"/> Cancel									
County Department				Dept.	Orgn.	Contractor's License No.			
Department of Workforce Development				JOB	JOB				
County Department Contract Representative				Telephone		Total Contract Amount			
Sandra Harmsen - Director				(909)387-9862		\$ 202,890			
Contract Type									
<input type="checkbox"/> Revenue		<input checked="" type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:			
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount		
96130		June 1, 2010		March 31, 2011		\$	\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
SAC	JOB	ARDS	300	3905		\$ 202,890			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Project Name				Estimated Payment Total by Fiscal Year					
Victor Valley				FY	Amount	I/D	FY	Amount	I/D
Community College				09-10	\$101,445				
Solar Photovoltaic				10-11	\$101,445				
Installation Tech									

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 Victor Valley Community College
 Address
 18422 Bear Valley Road
 Victorville, CA 92395
 Telephone
 (760) 245-4271 x2523
 Federal ID No. or Social Security No.
 95-6006576

hereinafter called "the Contractor"

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the County desires the Contractor, an existing partner, to provide occupational skills training to Workforce Investment Act of 1998 (WIA) customers within the workforce system of the County; and

WHEREAS, the County has been allocated funds under WIA to provide such services; and

WHEREAS, the County desires that such services be provided by the Contractor and the Contractor agrees to perform these services as set forth below;

NOW THEREFORE, the County and the Contractor mutually agree to the following terms and conditions:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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Exhibit A – *COURSE CURRICULUM*

Exhibit B – *TRAINING CERTIFICATION REPORT*

Exhibit C – *EMPLOYMENT VERIFICATION FORM*

I. DEFINITIONS

- A. Department of Workforce Development (WDD) – The County Department of Workforce Development is one of four departments within the Economic Development Agency umbrella. The WDD administers and operates programs under the Department of Labor’s Workforce Investment Act. The County Workforce Investment Board oversees the programs offered through the WDD.
- B. Workforce Investment Act (WIA) – Signed into law on August 7, 1998, this law replaces the former Job Training Partnership Act (JTPA). WIA reforms federal job training programs and mandates more comprehensive activities and training programs.
- C. Workforce Investment Board (WIB) – A public policy body appointed by the County of San Bernardino Board of Supervisors with responsibility for providing strategic planning and policy development of the County’s workforce investment system.
- D. American Recovery and Reinvestment Act (ARRA) – An economic stimulus package enacted by the 111th United States Congress in February 2009. The Act includes federal tax cuts, expansion of unemployment benefits and other social welfare provisions, and domestic spending in education, health care, and infrastructure, including the energy sector.
- E. Employment Resource Center – Regionally designated locations from which WIA and Employment Services are administered to serve the residents of the County.
- F. Photovoltaic – The field of technology and research related to the application of solar cells for energy by converting solar energy (sunlight, including ultra violet radiation) directly into electricity (solar electricity).
- G. San Bernardino County Resident – An individual who resides within the geographic area of the County of San Bernardino, excluding the incorporated City of San Bernardino.

II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. The Contractor shall provide classroom space, qualified instructor(s), course curriculum and hands on training for thirty (30) selected WIA customers through two (2) cohorts of fifteen (15) customers each in Solar Photovoltaic Installation Technician training. The Contractor shall reserve fifty percent (50%) of the class seats for the registration of WIA referrals and maintain a waiting list of potential registrants until one (1) week prior to the start date of the course. At that time all remaining seats may be filled from the Contractor’s wait list. Course shall not commence without one hundred percent (100%) enrollment, unless prior approval has been received from WDD.
- B. The Contractor shall provide WDD with a contact person that will be responsible for registration, enrollment, reports, and any other program related questions and/or concerns.
- C. The Contractor shall show priority of service to WIA funded customers which shall include referrals from WIA funded youth providers.
- D. The Contractor shall be responsible for each customer to complete the WIA application and to report to the Employment Resource Center prior to the first day of the course.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

- E. The course, as detailed in Exhibit "A" incorporated herein, will consist of a minimum of three hundred forty-nine (349) hours of classroom instruction. The Contractor shall recruit WIA eligible customers and ensure that each customer is enrolled in the WIA system through WDD staff.
- F. The Contractor shall provide WDD with monthly updates and progress reports on each customer enrolled in the course. The Contractor shall ensure that all monthly updates and progress reports are received by WDD by the 10th day of the month following the month for which the report was made. The reports will include: attendance, classroom performance, and/or any related issues that may positively or negatively impact the success of the customer's completion of the course. The report form is detailed in Exhibit "B". Contractor will notify WDD immediately if there are any attendance issues/concerns with the customer.
- G. The Contractor shall provide certificates of completion to WDD staff for each customer that has successfully completed the course as future funding is dependant upon successful completion of each customer. The Contractor shall track employment for each customer and shall complete the employment verification form (Exhibit "C") provided by WDD and submit the form as part of the monthly update due by the 10th day of each month. The Contractor shall report only new employments for each month.
- H. The Contractor shall coordinate with WDD to ensure that an assessment for each customer is administered prior to enrollment into the course.
- I. Contractor shall supply all books, supplies, use of standard lab equipment, access to Contractor's career center, uniforms, license fees, and parking permit (if applicable).

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, the Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County. The Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Orders 12549 and 12689, and implemented as 45 CFR, Part 76.
- B. Without the prior written consent of the County's Economic Development Agency Administrator or the Assistant Administrator for the Economic Development Agency or their designee, this Contract is not assignable by the Contractor either in whole or in part.
- C. The Contractor agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent the Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. If during the course of the administration of this Contract the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

- E. The Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County's WDD Department Head. Any subcontractor shall be subject to the same provisions as the Contractor. The Contractor shall be fully responsible for the performance of any subcontractor.
- F. The Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. Said records shall be kept and maintained within the County. The County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete, current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- G. The Contractor shall notify the County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify the County of changes in telephone or fax numbers.
- H. The Contractor shall notify the County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise the County of the steps being taken to provide the services and to fill the position(s) as expeditiously as possible. Vacancies and associated problems shall be reported to the County on each periodically required report for the duration of said vacancies and/or problems.
- I. The Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event that the County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- J. The Contractor shall observe all federal, state and County regulations concerning confidentiality of records. The Contractor shall refer all requests for information referring to the services provided under Contract to the County.
- K. The Contractor agrees to and shall comply with the following indemnification and insurance requirements:
 - 1. Indemnification. The Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any

person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

2. Additional Insured. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and the Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests. The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage. The Contractor shall furnish Certificates of Insurance to the County department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the department, and the Contractor shall maintain such insurance from the time the Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000) shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage. In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right, but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review

- a. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
 - b. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. The Contractor agrees to execute any such amendment within thirty (30) days of receipt.
 - c. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
11. Insurance Specifications. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:
- a. Workers' Compensation/Employers Liability.
 - i. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollars (\$250,000) limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.
 - ii. If the Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.
 - iii. With respect to Contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance. The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).

- iv. Explosion, collapse and underground hazards.
- v. Personal injury
- vi. Contractual liability.
- vii. Two million dollars (\$2,000,000) general aggregate limit.

- c. Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

L. The Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. The Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

M. The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

N. The Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

- 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County WDD Contracts Unit.

- 2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County WDD Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and

duties of the Civil Rights Liaison. Upon request, the WDD shall supply a sample of the Plan format. The Contractor shall be monitored by the WDD for compliance with provisions of its Civil Rights Plan.

- O. The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- P. The Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, California Code of Regulations).
- Q. If the amount available to the Contractor under this Contract exceeds one hundred thousand dollars (\$100,000), the Contractor agrees to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
- R. The Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- S. The Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

IV. COUNTY RESPONSIBILITIES

- A. WDD shall act as liaison between the Contractor and the Local WIB.
- B. WDD staff shall complete the WIA registration and enrollment process for each customer prior to the start of the first day of the course. Eligibility determination shall be the sole responsibility of the WDD and will be made by the advisors assigned to the program.
- C. WDD shall coordinate with the Contractor to ensure a comprehensive assessment for each customer is administered prior to enrollment into the course. WDD will verify that customers referred by WDD will have the minimum qualifications for each course.
- D. WDD shall provide case management services to all WIA enrolled customers.
- E. WDD shall provide the Contractor a contact person to facilitate all needs related to program success.

V. FISCAL PROVISIONS

- A. The maximum amount payable under this Contract shall not exceed two hundred two thousand eight hundred ninety dollars (\$202,890).
- B. The Contractor shall invoice the County within fifteen (15) days from the start of the course for fifty percent (50%) of the Contract and shall include a class roster. The Contractor will then invoice the County within fifteen (15) days of completion of class for the remaining fifty percent (50%) of the Contract. Final invoice shall include a copy of the final Training Certification Report that details attendance, course completion and copy of certificates information for all WIA enrolled employees. Invoices and documentation will be submitted for payment to:

County of San Bernardino - Department of Workforce Development
Attn: Contract and Finance Unit
215 North D Street, Suite 301

- C. The Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. The Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.
- D. Costs for services under the terms of this Contract shall be incurred during the Contract period except as approved by the County. The Contractor shall not use current year funds to pay prior or future year obligations.
- E. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. The Contractor shall not claim reimbursement or payment from the County for, or apply sums received from the County with respect to that portion of its obligations that have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F. The County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless the County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- G. Use of ARRA Funds and Requirements
 1. This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%); or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.
 2. Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.
 3. The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. The Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. The Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. The Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

4. The Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. The Contractor must contact the County with any questions regarding registration requirements.

H. Schedule of Expenditure of Federal Awards

1. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. The Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A- 133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, the Contractor agrees to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.
2. The Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

VI. RIGHT TO MONITOR AND AUDIT

- A. The County shall have the absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract.
- B. The County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted.
- C. The Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to the County. If said records are not made available at the scheduled monitoring visit, the Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and be deducted from the following month's claim for reimbursement.

- E. The Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon the County's request, the Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with the County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to OMB Circular A-133, Contractors expending five hundred thousand dollars (\$500,000) or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by the Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, the County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 1. Afford the Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of the County; and/or
 2. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 3. Withhold funds pending duration of the breach; and/or
 4. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 5. Terminate this Contract immediately and be relieved of the payment of any consideration to the Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

VIII. TERM

This Contract is effective June 1, 2010 through March 31, 2011 but may be terminated earlier in accordance with provisions of Section IX of the Contract.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph B, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Administrator of the Economic Development Agency is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. The Contractor shall only be reimbursed for costs and non cancelable obligations incurred prior to the date of termination. The Contractor shall not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Victor Valley Community College
Attn: Ginger Ontiveros
18422 Bear Valley Road
Victorville, CA 92395

County: County of San Bernardino - Department of Workforce Development
Attn: Contract and Finance Unit
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. The Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from the Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. Equipment - All equipment, materials, supplies or property of any kind having a single unit cost of five thousand dollars (\$5,000) or more requires prior approval from the WDD and shall remain the property of the County.
- E. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The federal government (Department of Labor) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for federal government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- F. The County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to the Contractor in the event debts and wages have not been paid on a current basis.
- G. No waiver of any of the provisions of the Contract shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from

exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- H. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- I. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- J. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the state court located within the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

XI. CONCLUSION

- A. This Contract, consisting of fourteen (14) total pages and Exhibits A, B and C, is the full and complete document describing services to be rendered by the Contractor to the County including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. IN WITNESS WHEREOF, the County signatory has been authorized by the Board of Supervisors of the County to sign this Contract on its behalf and the Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written. ///

COUNTY OF SAN BERNARDINO

VICTOR VALLEY COMMUNITY COLLEGE
(Print or type name of corporation, company, contractor, etc.)

► _____
Gary C. Ovitt, Chairman, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Dr. Robert Silverman
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title Superintendent/President
(Print or Type)

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Dated: _____

By _____
Deputy

Address 18422 Bear Valley Road
Victorville, CA 92395

Approved as to Legal Form
► _____ County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Date _____


Presented to BOS for Signature
► _____ Department Head
Date _____

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

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

TOPIC: AGREEMENT - WIB GLOBAL INFORMATION SYSTEMS TRAINING CONTRACT/HYBRID VEHICLE MAINTENANCE & REPAIR

SUBMITTED BY: Ginger Ontiveros, Executive Director, Foundation

RECOMMENDED BY: Dr. Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The San Bernardino County Workforce Investment Board (WIB) has selected Victor Valley Community College to provide contract education services funded through the American Recovery and Reinvestment Act. This contract is required to accept funding and establish contract education courses for training WIB clients in **Hybrid Vehicle Maintenance & Repair**.

Need:

The Workforce Investment Board has determined that training Hybrid Vehicle Technicians will lead to increased employment in the region.

Fiscal Impact: \$123,780 to the District.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the agreement between Victor Valley Community College and the County of San Bernardino to implement contract education training in Hybrid Vehicle Maintenance & Repair.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code		SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change	VICTORV576D			JOB			
<input type="checkbox"/> Cancel							
County Department				Dept.	Orgn.	Contractor's License No.	
Department of Workforce Development				JOB	JOB		
County Department Contract Representative				Telephone		Total Contract Amount	
Sandra Harmsen - Director				(909)387-9862		\$ 123,780	
Contract Type							
<input type="checkbox"/> Revenue		<input checked="" type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:	
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
96130		June 22, 2010	Dec 12, 2010	\$	\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount	
SAC	JOB	ARDS	300	3905		\$ 123,780	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Project Name			Estimated Payment Total by Fiscal Year				
Victor Valley			FY	Amount	I/D	FY	Amount
Community College -			09-10	\$61,890			
Hybrid Vehicle			10-11	\$61,890			
Repair Tech							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 Victor Valley Community College
 Address
 18422 Bear Valley Road
 Victorville, CA 92395
 Telephone
 (760) 245-4271 x2523
 Federal ID No. or Social Security No.
 95-6006576

hereinafter called "the Contractor"

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the County desires the Contractor, an existing partner, to provide occupational skills training to Workforce Investment Act of 1998 (WIA) customers within the workforce system of the County; and

WHEREAS, the County has been allocated funds under WIA to provide such services; and

WHEREAS, the County desires that such services be provided by the Contractor and the Contractor agrees to perform these services as set forth below;

NOW THEREFORE, the County and the Contractor mutually agree to the following terms and conditions:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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- Exhibit A – *COURSE CURRICULUM*
- Exhibit B – *TRAINING CERTIFICATION REPORT*
- Exhibit C – *EMPLOYMENT VERIFICATION FORM*

I. DEFINITIONS

- A. Department of Workforce Development (WDD) – The County Department of Workforce Development is one of four departments within the Economic Development Agency umbrella. The WDD administers and operates programs under the Department of Labor’s Workforce Investment Act. The County Workforce Investment Board oversees the programs offered through the WDD.
- B. Workforce Investment Act (WIA) – Signed into law on August 7, 1998, this law replaces the former Job Training Partnership Act (JTPA). WIA reforms federal job training programs and mandates more comprehensive activities and training programs.
- C. Workforce Investment Board (WIB) – A public policy body appointed by the County of San Bernardino Board of Supervisors with responsibility for providing strategic planning and policy development of the County’s workforce investment system.
- D. American Recovery and Reinvestment Act (ARRA) – An economic stimulus package enacted by the 111th United States Congress in February 2009. The Act includes federal tax cuts, expansion of unemployment benefits and other social welfare provisions, and domestic spending in education, health care, and infrastructure, including the energy sector.
- E. Employment Resource Center – Regionally designated locations from which WIA and Employment Services are administered to serve the residents of the County.
- F. Hybrid Vehicle – A vehicle that uses two or more distinct power sources to move the vehicle. The term most commonly refers to hybrid electric vehicles (HEVs), which combine an internal combustion engine and one or more electric motors.
- G. Vehicle Repair Technician – One who specializes in automobile maintenance, repair, and modification. An auto repair technician may be knowledgeable in working on all parts of a variety of car makes or may specialize either in a specific area or in a specific make of car.
- H. San Bernardino County Resident – An individual who resides within the geographic area of the County of San Bernardino, excluding the incorporated City of San Bernardino.

II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. The Contractor shall provide classroom space, qualified instructor(s), course curriculum and hands on training for thirty (30) selected WIA customers through two (2) cohorts of fifteen (15) customers each in Hybrid Repair Vehicle Technician. The Contractor shall reserve fifty percent (50%) of the class seats for the registration of WIA referrals and maintain a waiting list of potential registrants until one (1) week prior to the start date of the course. At that time all remaining seats may be filled from the Contractor’s wait list. Course shall not commence without one hundred percent (100%) enrollment, unless prior approval has been received from WDD.
- B. The Contractor shall provide WDD with a contact person that will be responsible for registration, enrollment, reports, and any other program related questions and/or concerns.
- C. The Contractor shall show priority of service to WIA funded customers which shall include referrals from WIA funded youth providers.
- D. The Contractor shall be responsible for each customer to complete the WIA application and to report to the Employment Resource Center prior to the first day of the course.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

- E. The course, as detailed in Exhibit "A" incorporated herein, will consist of a minimum of one hundred thirty-three (133) hours of classroom instruction. The Contractor shall recruit WIA eligible customers and ensure that each customer is enrolled in the WIA system through WDD staff.
- F. The Contractor shall provide WDD with monthly updates and progress reports on each customer enrolled in the course. The Contractor shall ensure that all monthly updates and progress reports are received by WDD by the 10th day of the month following the month for which the report was made. The reports will include: attendance, classroom performance, and/or any related issues that may positively or negatively impact the success of the customer's completion of the course. The report form is detailed in Exhibit "B". Contractor will notify WDD immediately if there are any attendance issues/concerns with the customer.
- G. The Contractor shall provide certificates of completion to WDD staff for each customer that has successfully completed the course as future funding is dependant upon successful completion of each customer. The Contractor shall track employment for each customer and shall complete the employment verification form (Exhibit "C") provided by WDD and submit the form as part of the monthly update due by the 10th day of each month. The Contractor shall report only new employments for each month.
- H. The Contractor shall coordinate with WDD to ensure that an assessment for each customer is administered prior to enrollment into the course.
- I. Contractor shall supply all books, supplies, use of standard lab equipment, access to Contractor's career center, uniforms, license fees, and parking permit (if applicable), set of automotive repair tools (to be used during training and granted to the student upon successful completion of the course).

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, the Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County. The Contractor certifies that neither it nor its principals is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Orders 12549 and 12689, and implemented as 45 CFR, Part 76.
- B. Without the prior written consent of the County's Economic Development Agency Administrator or the Assistant Administrator for the Economic Development Agency or their designee, this Contract is not assignable by the Contractor either in whole or in part.
- C. The Contractor agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent the Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. If during the course of the administration of this Contract the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

- E. The Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County's WDD Department Head. Any subcontractor shall be subject to the same provisions as the Contractor. The Contractor shall be fully responsible for the performance of any subcontractor.
- F. The Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. Said records shall be kept and maintained within the County. The County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete, current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- G. The Contractor shall notify the County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify the County of changes in telephone or fax numbers.
- H. The Contractor shall notify the County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise the County of the steps being taken to provide the services and to fill the position(s) as expeditiously as possible. Vacancies and associated problems shall be reported to the County on each periodically required report for the duration of said vacancies and/or problems.
- I. The Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event that the County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- J. The Contractor shall observe all federal, state and County regulations concerning confidentiality of records. The Contractor shall refer all requests for information referring to the services provided under Contract to the County.
- K. The Contractor agrees to and shall comply with the following indemnification and insurance requirements:
 - 1. Indemnification. The Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any

person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

2. Additional Insured. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and the Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests. The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage. The Contractor shall furnish Certificates of Insurance to the County department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the department, and the Contractor shall maintain such insurance from the time the Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions in excess of ten thousand dollars (\$10,000) shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage. In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right, but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review

- a. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
 - b. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. The Contractor agrees to execute any such amendment within thirty (30) days of receipt.
 - c. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
11. Insurance Specifications. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the Contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:
- a. Workers' Compensation/Employers Liability.
 - i. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollars (\$250,000) limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.
 - ii. If the Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.
 - iii. With respect to Contractors that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance. The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).

- iv. Explosion, collapse and underground hazards.
- v. Personal injury
- vi. Contractual liability.
- vii. Two million dollars (\$2,000,000) general aggregate limit.

- c. Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

L. The Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. The Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

M. The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

N. The Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County WDD Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County WDD Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and

duties of the Civil Rights Liaison. Upon request, the WDD shall supply a sample of the Plan format. The Contractor shall be monitored by the WDD for compliance with provisions of its Civil Rights Plan.

- O. The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- P. The Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, California Code of Regulations).
- Q. If the amount available to the Contractor under this Contract exceeds one hundred thousand dollars (\$100,000), the Contractor agrees to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
- R. The Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- S. The Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

IV. COUNTY RESPONSIBILITIES

- A. WDD shall act as liaison between the Contractor and the Local WIB.
- B. WDD staff shall complete the WIA registration and enrollment process for each customer prior to the start of the first day of the course. Eligibility determination shall be the sole responsibility of the WDD and will be made by the advisors assigned to the program.
- C. WDD shall coordinate with the Contractor to ensure a comprehensive assessment for each customer is administered prior to enrollment into the course. WDD will verify that customers referred by WDD will have the minimum qualifications for each course.
- D. WDD shall provide case management services to all WIA enrolled customers.
- E. WDD shall provide the Contractor a contact person to facilitate all needs related to program success.

V. FISCAL PROVISIONS

- A. The maximum amount payable under this Contract shall not exceed one hundred twenty-three thousand seven hundred eighty dollars (\$123,780).
- B. The Contractor shall invoice the County within fifteen (15) days from the start of the course for fifty percent (50%) of the Contract and shall include a class roster. The Contractor will then invoice the County within fifteen (15) days of completion of class for the remaining fifty percent (50%) of the Contract. Final invoice shall include a copy of the final Training Certification Report that details attendance, course completion and copy of certificates information for all WIA enrolled employees. Invoices and documentation will be submitted for payment to:

County of San Bernardino - Department of Workforce Development
Attn: Contract and Finance Unit
215 North D Street, Suite 301

- C. The Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. The Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.
- D. Costs for services under the terms of this Contract shall be incurred during the Contract period except as approved by the County. The Contractor shall not use current year funds to pay prior or future year obligations.
- E. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. The Contractor shall not claim reimbursement or payment from the County for, or apply sums received from the County with respect to that portion of its obligations that have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F. The County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless the County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- G. Use of ARRA Funds and Requirements
 1. This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%); or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.
 2. Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.
 3. The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. The Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. The Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. The Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

4. The Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. The Contractor must contact the County with any questions regarding registration requirements.

H. Schedule of Expenditure of Federal Awards

1. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. The Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A- 133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, the Contractor agrees to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.
2. The Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

VI. RIGHT TO MONITOR AND AUDIT

- A. The County shall have the absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract.
- B. The County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted.
- C. The Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to the County. If said records are not made available at the scheduled monitoring visit, the Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and be deducted from the following month's claim for reimbursement.

- E. The Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon the County's request, the Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with the County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to OMB Circular A-133, Contractors expending five hundred thousand dollars (\$500,000) or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by the Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, the County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 1. Afford the Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of the County; and/or
 - 2. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to the Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

VIII. TERM

This Contract is effective June 22, 2010 through December 12, 2010 but may be terminated earlier in accordance with provisions of Section IX of the Contract.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII, Paragraph B, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Administrator of the Economic Development Agency is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. The Contractor shall only be reimbursed for costs and non cancelable obligations incurred prior to the date of termination. The Contractor shall not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: Victor Valley Community College
Attn: Ginger Ontiveros
18422 Bear Valley Road
Victorville, CA 92395

County: County of San Bernardino - Department of Workforce Development
Attn: Contract and Finance Unit
215 North D Street, Suite 301
San Bernardino, CA 92415-0046

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. The Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from the Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. Equipment - All equipment, materials, supplies or property of any kind having a single unit cost of five thousand dollars (\$5,000) or more requires prior approval from the WDD and shall remain the property of the County.
- E. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The federal government (Department of Labor) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for federal government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- F. The County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to the Contractor in the event debts and wages have not been paid on a current basis.
- G. No waiver of any of the provisions of the Contract shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- H. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- I. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- J. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the state court located within the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

XI. CONCLUSION

- A. This Contract, consisting of fourteen (14) total pages and Exhibits A, B and C, is the full and complete document describing services to be rendered by the Contractor to the County including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, the County signatory has been authorized by the Board of Supervisors of the County to sign this Contract on its behalf and the Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written. ///

COUNTY OF SAN BERNARDINO

VICTOR VALLEY COMMUNITY COLLEGE
(Print or type name of corporation, company, contractor, etc.)

► _____
Gary C. Ovitt, Chairman, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Dr. Robert Silverman
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title Superintendent/President
(Print or Type)

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Dated: _____

By _____
Deputy

Address 18422 Bear Valley Road
Victorville, CA 92395

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____ County Counsel	► _____	► _____ Department Head
Date _____	Date _____	Date _____

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

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

TOPIC: Acceptance of Grant Funds from California Employment Development Department.

SUBMITTED BY: Ginger Ontiveros

RECOMMENDED BY: Christopher O'Hearn, Executive Vice President 

APPROVED BY: Robert Silverman 

Description/Background:

The State of California Employment Development Department has awarded Victor Valley Community College a grant funded through the American Recovery and Reinvestment Act to train automotive, diesel and aircraft mechanics in partnership with the Southern California Logistics Airport School of Aviation Technology. Victor Valley Community College will serve as the fiscal agent for this grant. The total award is \$837,500 with \$312,500 going to the School of Aviation Technology for training aircraft mechanics and the remainder to be used by Victor Valley Community College for training automotive and diesel mechanics. The term of this grant project is from March 2010 to June 2011.

Need:

The State of California determined through its awarding process that training of mechanics would positively impact the state's economy and provide benefit to business and residents of our region. Action is required by the Victor Valley Community College Board of Trustees to accept the grant funds.

Fiscal Impact: \$837,500 to the district

Recommended Action:

Accept grant funds in the amount of \$837,500 from the State of California Employment Development Department for training of automotive, diesel and aircraft mechanics in partnership with the Southern California Logistics Airport School of Aviation Technology and direct staff to sign agreements as required to receive funding.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

**INDUSTRIES WITH A STATEWIDE NEED
PROPOSAL APPLICATION
COVER/SIGNATURE PAGE**

EDD Use Only	
Proposal No. _____	
<input type="checkbox"/> LWIA	<input type="checkbox"/> Non-LWIA

Funding

Amount Requested

Industries with a Statewide Need: (Select ONE Industry Sector Below)

Healthcare and Social Services Sector

Information Sector

Transportation, Warehousing and Other Services Sectors

\$837,500

Amount of Match (cash or in/kind match):

\$469,600

Lead Organization (applicant) Name:		Victor Valley Community College			
Address:		18422 Bear Valley Rd.			
City & Zip Code:		Victorville, CA 92395			
County:		San Bernardino			
Designated Contact Person and Title:		Ginger Ontiveros, Executive Director / Foundation			
Telephone:	760-245-4271	Fax:	760-245-4713	E-mail:	ontiverosg@vvc.edu
Type of Organization (Check One)	<input type="checkbox"/> Private For-Profit	<input type="checkbox"/> Governmental Agency	<input type="checkbox"/> Private Non-Profit		
	<input checked="" type="checkbox"/> Education Agency	<input type="checkbox"/> Other (Describe)			
IRS Tax ID Number:	95-6006576	California Tax ID Number:	800-9652-2		
DUNS Number:	073583557				
Proposal Title:	Mechanics Collaborative Project - Launching Careers for Aircraft, Diesel Truck, Automobile Technicians				

Approval of Authorized Representative (Submit two original signature copies)

Name: Robert M. Silverman

Title: Superintendent / President

Signature

Date

The Proposal Summary is limited to one page and must contain the description of the targeted region, targeted industries, primary partners, target population and number of participants to be served, proposed training activities, and a description of the career pathways or occupations that individuals will be placed in.

Applicant Name: Victor Valley Community College

Proposal Summary

The Mechanics Collaborative Project, led by Victor Valley Community College (VVCC) in partnership with the Southern California Logistics Airport School of Aviation Technology (SCLASAT), will provide industry-approved training and certification to prepare workers for careers as: 1) Automotive Service Technicians with new skills for maintenance of Hybrid Vehicles; 2) Diesel Truck Maintenance Technicians, and 3) FAA Certified Airframe & Powerplant Technicians. This proposal seeks funding to provide workforce training and job placement services in these economically important industries to residents of San Bernardino County.

As the Inland Empire is at the center of a key transportation corridor within the state, each of these specialized repair fields has a consistent and vital demand for qualified employees. Sixty percent of the goods moving into or out of Southern California go through the Victor Valley. Local highways are heavily travelled carrying more than 50 million vehicles annually and 60% of local area residents commute to work. The ability of local transportation maintenance and repair facilities to keep goods and people moving is fundamental to the local and state economy.

San Bernardino County, and specifically its High Desert Region, are affected by some of the most daunting economic statistics within the state. Local property values have plummeted far deeper, unemployment here is much higher, and education levels are drastically lower than state averages. The county and local area are challenged by nearly the lowest high school graduation rates in California. Due to these realities, vocational training programs are vitally important to area residents, yet financial support for these training opportunities is substantially more scarce than in other regions within the state. This program seeks to equip low-income, unemployed residents and dislocated workers of the High Desert with new skills for gainful employment in new career paths.

The Mechanics Collaborative Project provides access to a diverse career pathway within transportation repair and related industries. A technician who begins in the automobile service industry may seek advancement opportunities and either work on diesel trucks or pursue the stringent certifications required to service aircraft. Mechanically trained individuals are often sought out for work in other industries too including: manufacturing, logistics facilities, government agencies and even amusement parks.

Each of the partnering agencies in this collaborative project play an important and valuable role in the training and subsequent employment of newly qualified mechanics. VVCC will serve as the lead agency, train ASE Certified Automobile Technicians and Diesel Mechanics, provide job readiness training and job placement services for students in all fields addressed in this proposal; the SCLASAT will provide FAA Certified Training for Airframe & Powerplant Technicians for the aviation industry; and the San Bernardino County Workforce Investment Board will assist with referrals of candidates and support for job placement activities. Local high schools will prepare program candidates. A myriad of local employers will provide advisement on curriculum and have pledged to hire program graduates.

Funding from the Industries with Statewide Need Initiative will allow the Mechanics Collaborative Project to train, certify and/or secure employment for up to 150 service technicians (50 Automobile; 25 Diesel; 75 Aircraft Service Technicians) bringing hope to the targeted population of low-income and unemployed people within this economically disadvantaged region of the state.

**INDUSTRIES WITH A STATEWIDE NEED
BUDGET SUMMARY PLAN**

STATE USE ONLY	Exhibit F
Subgrant Number:	
Project Number:	
Initial Plan	
Project Modification Date	Month/year

Organization Name: Victor Valley Community College

Budget Detail	Planned Budget		
	A	B	C
	Recovery Act WIA 15 Percent	Cash/In-kind Match	Total
A. Staff Salaries	\$180,000.00	\$102,000.00	\$282,000.00
B. Number of full-time equivalents: <u>4</u>			
C. Staff Benefits	\$53,000.00	\$30,000.00	\$83,000.00
D. Staff Benefit Rate (percent) <u>30</u> %			
E. Staff Travel			\$0.00
F. Operating Expenses (communications, facilities, utilities, maintenance, consumable supplies, audit, etc.)	\$25,000.00	\$323,000.00	\$348,000.00
G. Furniture and Equipment			\$0.00
1. Small Purchase (unit cost is less than \$5,000 such as computers, desks etc.)	\$52,500.00		\$52,500.00
2. Equipment Purchase (unit cost is more than \$5,000 and useful life is more than one year.) Complete Supplemental Budget Form	\$14,500.00		\$14,500.00
3. Lease			\$0.00
H. Consumable Testing and Instructional Materials		\$5,000.00	\$5,000.00
I. Tuition Payments/Vouchers	\$412,500.00		\$412,500.00
J. On-the-Job Training			\$0.00
K. Participant Wages and Fringe Benefits			\$0.00
L. Participant Support Services	\$25,000.00		\$25,000.00
M. Job Retention Services			\$0.00
N. Contractual Services (Complete Supplemental Budget Form)			\$0.00
O. Indirect Costs*(complete items 1 and 2 below)	\$75,000.00		\$75,000.00
P. Other (describe): inkind advisors		\$9,600.00	\$9,600.00
Q. Total Funding	\$837,500.00	\$469,600.00	\$1,307,100.00

Total Request: \$ 837,500.00
Administration: \$ 75,000.00
Program: \$ 762,500.00

*Indirect Costs

1. Indirect Cost Rate (percent)	10.00%
2. Name of Cognizant Agency:	EDD


SFP FORM 4
FWIASFP09-3F


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

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

TOPIC: APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE VICTOR VALLEY AVIATION EDUCATION CONSORTIUM AND THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

SUBMITTED BY: Ginger Ontiveros, Executive Director, Foundation

RECOMMENDED BY: Christopher O'Hearn, Executive Vice President 

APPROVED BY: Robert Silverman 

Description/Background:

The State of California Employment Development Department has awarded Victor Valley Community College a grant funded through the American Recovery and Reinvestment Act to train automotive, diesel and aircraft mechanics in partnership with the Southern California Logistics Airport School of Aviation Technology. Victor Valley Community College will serve as the fiscal agent for this grant. The total award is \$837,500 with \$312,500 going to the School of Aviation Technology for training aircraft mechanics.

Need:

The State of California determined through its awarding process that training of aircraft mechanics would positively impact the state's economy and provide benefit to business and residents of our region. For the purpose of implementing the approved grant program, this Memorandum of Understanding is needed to establish the relationship between VVCC, the Victor Valley Aviation Education Consortium which operates the Southern California Logistics Airport School of Aviation Technology and the Southern California Logistics Airport Authority which serves as the Consortium's fiscal agent

Fiscal Impact: \$312,500 from grant funds.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the Memorandum of Understanding between Victor Valley Community College, the Victor Valley Aviation Education Consortium and the Southern California Logistics Airport Authority for training of aircraft mechanics in support of the Industries with Statewide Need Grant program.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO ___

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
THE SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY
AND THE VICTOR VALLEY AVIATION EDUCATION CONSORTIUM
FOR THE USE OF GRANT FUNDS TO SUPPORT TRAINING IN AVIATION TECHNOLOGY**

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____, 2010, by and between the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, a California Community College ("COLLEGE"), the SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY ("AUTHORITY"), and the VICTOR VALLEY AVIATION EDUCATION CONSORTIUM ("CONSORTIUM"), who are referred to herein collectively as the "Parties".

RECITALS

WHEREAS, the COLLEGE, the AUTHORITY, and the CONSORTIUM are mutually concerned about workforce training to support the needs of employers at Southern California Logistics Airport; and,

WHEREAS, the COLLEGE applied for and was awarded a grant in the amount of \$837,500 by the State of California for training of automotive, diesel and aircraft mechanics; and,

WHEREAS, training of aircraft mechanics is provided in the High Desert region by the CONSORTIUM through its Southern California Logistics Airport School of Aviation Technology; and,

WHEREAS, the AUTHORITY serves as the fiscal agent for the CONSORTIUM and its Southern California Logistics Airport School of Aviation Technology; and,

WHEREAS, a portion of the total grant awarded to the COLLEGE is intended for continued training of 50 current students and 25 new students in aircraft mechanics; and

WHEREAS, the grant includes supportive and job placement services that will be administered by the COLLEGE to benefit current and additional students enrolled in the School of Aviation Technology by the CONSORTIUM; and,

WHEREAS, the AUTHORITY and the CONSORTIUM wish to participate in the mechanics training project funded by the grant secured by the COLLEGE,

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 the purpose of training aircraft mechanics and the use of grant funds allocated by the State of California for the workforce training plan defined by the COLLEGE in response to the State of California Employment Development Department Industries with Statewide Need Solicitation for Proposals.

- b. The Parties agree that the training of aircraft mechanics, otherwise referred to as Airframe and Powerplant Technicians, is a substantial public benefit which supports regional economic development and meaningful employment of local residents.

2. **Responsibilities of the AUTHORITY and the CONSORTIUM**

To fulfill its obligations to this MOU, the AUTHORITY and the CONSORTIUM will:

- a. Provide documentation of complete certification of the General, Airframe and Powerplant training program by the Federal Aviation Administration and maintain the certification and viability of the mechanics training program through the completion of all required elements of this MOU.
- b. Complete the training program already in progress for a minimum of 50 current students (hereinafter referred to as "continuing students") within the aircraft mechanics program to include FAA Approved General, Airframe and Powerplant curriculum by December 2010.
- c. Enroll a minimum of 25 High Desert residents as new students (hereinafter referred to as "new students") in aircraft mechanics training program on or before April 2010 with at least 23 of the new students successfully completing the FAA Approved General and Powerplant portions of the curriculum by March 2011. Enroll all of the successful new students in the FAA Approved Airframe curriculum beginning in March 2011 with completion scheduled for November 2011 at no additional cost to the COLLEGE or the new students.
- d. Obtain FAA Licenses as either or both Airframe and/or Powerplant Technicians for a minimum of 68, or 90%, of the continuing and new students by May 2011
- e. Ensure that all students participate in soft skills / career readiness training approved by the COLLEGE while enrolled in the aircraft mechanic training program.
- f. Secure gainful employment for at least 50, or 67%, of the continuing and new students in a job utilizing their new skills by May 2011 and confirm employment status for each six months after placement.
- g. Provide at least six monthly skill reinforcement training opportunities to promote sustained employment by these continuing and new students at no additional charge to the COLLEGE or the students.
- h. Provide access for tours of the school and facilitate tours of employers as reasonably requested by the COLLEGE for students enrolled in the automobile and diesel mechanics training programs.
- i. Provide access to information such as enrollment practices, curriculum, success rates, and fiscal accounting of grant funds as may be reasonably requested by the COLLEGE to fulfill reporting requirements of funding agency. This may include an independent audit of grant expenditures which, if required, will be performed at the CONSORTIUM'S expense.

- j. Participate in meetings and provide information as reasonably requested by the COLLEGE to facilitate communication and implementation of the grant project.
- k. Faithfully and positively represent the interests of the COLLEGE to all audiences.
- l. Consult with the COLLEGE prior to taking action, including entering into agreements that may affect the “continuing students” and/or “new students” defined in section 2 (b and c) of this agreement or in relation to the use of grant funds defined in section 4 of this agreement.

3. **Responsibilities of the COLLEGE**

To fulfill its obligations in this MOU, the COLLEGE will:

- a. Enter into a contract, receive funds from, administer expenses and submit reports as required by the State of California for the training mechanics under the Industries with Statewide Need grant.
- b. Provide funding as described within the original grant proposal and contained herein to be administered by the AUTHORITY for use by the CONSORTIUM to complete the training of aircraft mechanics.
- c. Provide support to the CONSORTIUM for delivery of soft skills training, job search and placement support for students as required.
- d. Participate in meetings and provide information as reasonably requested by the CONSORTIUM and the AUTHORITY to facilitate communication and implementation of the grant project.
- e. Faithfully and positively present the interests of the AUTHORITY and the CONSORTIUM to all audiences.
- f. Consult with the CONSORTIUM and AUTHORITY prior to taking action, including entering into agreements that may affect the “continuing students” and/or “new students” defined in section 2 (b and c) of this agreement or in relation to the use of grant funds defined in section 4 of this agreement.

4. **Fiscal Provisions**

- a. To the extent permitted by the laws of the State of California and the provisions contained within the contract between the COLLEGE and the State of California which will govern this training program, the Parties intend for the program to have sufficient funding to ensure successful completion.
- b. The Parties agree that the cost to provide the FAA Certified General, Airframe and Powerplant training as described above will not exceed \$312,500 in total and distributed as follows

- i. Exactly \$300,000 funding full cost of participation for students enrolled as a result of this grant project, including but not limited to all required tuition, books, fees, supplies, tools, uniforms and certification testing; and
 - ii. Up to \$12,500 to be used by SCLA for the purchase of additional equipment required to accommodate the training as described.
- c. The Parties agree that this amount is sufficient to complete the FAA Certified General, Airframe and Powerplant training program as described and that should any additional funding be required to fulfill this obligation, it will be provided by the CONSORTIUM.
- d. The COLLEGE will release funding to the AUTHORITY in installments, based on the grant budget plan, payable within 30 days of receiving funds from the State of California for this grant program.
- e. The Parties further agree that this funding is contingent upon release of grant funds by the State of California. In the event that the State of California withdraws funding, cancels the grant, or the grant funding is eliminated, the Parties agree that they will attempt to seek alternative revenue sources in good faith. However, in the event alternative revenue sources are not found, then the Parties do not have any liability to each pursuant to this MOU.

5. **Cooperation and Indemnification**

- a. The Parties agree to work in cooperation to accomplish the mutual objectives of this grant program.
- b. Each Party hereto 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 the indemnifying Party to perform its obligations under or comply with the terms of this MOU (including, but not limited to, the delivery of required training), or resulting from the negligence of the indemnifying Party 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.
- c. The CONSORTIUM agrees to return funds to the COLLEGE as may be required by the State of California in the event the CONSORTIUM is unable to fulfill any part of the required training. In this event, CONSORTIUM also agrees to authorize the Authority to refund said funds that are held in the AUTHORITY'S trust on behalf of the Consortium.

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

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

- b. In providing the required training, the COLLEGE, the AUTHORITY and the CONSORTIUM shall comply with all applicable federal, state, and county statues, ordinances and regulations.

7. **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 December 2011 or the documented completion of all obligations of the AUTHORITY and the CONSORTIUM under section 2 of this MOU or cancellation of this program by State of California.

8. **Non-assignability.**

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

9. **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:

COLLEGE:

Victor Valley Community College District
Superintendent / President
18422 Bear Valley Rd.
Victorville, CA 92395
(760) 245 4271 ext. 2150

AUTHORITY:

Southern California Logistics Airport Authority
Keith C. Metzler, Director
14343 Civic Drive
Victorville, CA. 92392
760-955-5032

CONSORTIUM:

Victor Valley Aviation Education Consortium
John Hardell, President of the VVAEC Board
18000 Phantom
Victorville, CA. 92394
760-530-5202

10. **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.

11. **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.

12. **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.

13. **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.

14. **Waiver.**

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

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

COLLEGE

Victor Valley Community College District

By: _____
Name: Robert M. Silverman, PhD
Its: Superintendent / President

Date: _____

AUTHORITY

Southern California Logistics Airport Authority

By: _____
Name: Terry E. Caldwell
Its: Chairman of the Board

Date: _____

CONSORTIUM

Victor Valley Aviation Education Consortium

By: _____ Date: _____

Name: John Hardell

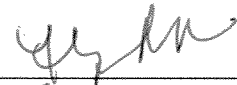
Its: President, VVAEC Board

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: NEW MANAGEMENT POSITION AND JOB DESCRIPTION,
EXECUTIVE DIRECTOR OF INSTITUTIONAL ADVANCEMENT

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

The executive director of institutional advancement will be overseeing grants and development programs. In addition to grant development, the executive director will have responsibilities over the college's marketing department and other partnership initiatives in coordination with the Victor Valley College Foundation.

This position is responsible to raise funds in excess of salary and fund development costs.

Need:

Board approval is required to approve the new management position and job description.

Fiscal Impact: Range 19, (\$8017—\$10,246); the incumbent is expected to raise funds to cover salary

Recommended Action: It is recommended that the Board of Trustees approve the new management position and job description of executive director of institutional advancement, effective March 10, 2010.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ X ___ NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: EXECUTIVE DIRECTOR OF INSTITUTIONAL ADVANCEMENT

BASIC FUNCTION:

Under the direction of the Superintendent/President, performs duties related to development and management of public information, marketing and community/media relations program and grants/development program. The Executive Director of Institutional Advancement has the responsibility to monitor, guide and assess progress in the implementation of the college's marketing plan, including coordinating and integrating of marketing, publications, special event activities in alignment with the institutional strategic plan; further this position oversees institutional fund development initiatives including grants development and partnerships with business, industry and governmental entities, in coordination with the Victor Valley College Foundation.

REPRESENTATIVE DUTIES:

Provide counsel on district-wide issues, plans, and policies as they pertain to marketing, public information, external relations and fund development. *E*

Develop and prepare the annual budget for assigned functional areas; participate in district-wide budgetary plans and issues; analyze and review budgetary and financial data; monitor and authorize expenditures in accordance with established guidelines, as they pertain to public information, external relations and fund development. *E*

Develop business and industrial partnerships; maintain contact with corporate and industrial leaders, as well as community, government and education leaders. *E*

Supervise and evaluate the performance of assigned staff; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions; plan, coordinate and arrange for appropriate training of subordinates. *E*

Public Information, Media and Community Relations

Oversee development, monitoring, implementation, and assessment of institutional marketing plans, including accomplishment of institutional priorities and college approved measurable objectives. *E*

Oversee the operations and activities involved with external relations/public information; Coordinate and integrate institutional planning with all marketing efforts and publications. *E*

Oversee analysis of institutional effectiveness of the public information and external relations initiatives. *E*

Communicate milestone achievements and benchmarks of the institutional planning initiative to external and internal constituencies. *E*

Grants and Development

Provide leadership for and management of comprehensive fund development program for the college that includes grants, contract education / extension programs and charitable giving campaigns.

Create and implement a comprehensive development plan to include an annual giving program, corporate solicitation campaign. *E*

Maintain liaison with regional and national resource development organizations. *E*

Assure compliance with all pertinent federal, state, and local laws, relevant contractual obligations, and recognized reporting standards applicable to fundraising. *E*

Monitor fund development assets in cooperation with Superintendent/President and Cabinet. *E*

Work with administration, staff and faculty to create and implement successful collaborative corporate and District development projects that address the college's priorities for scholarly excellence, program enhancement, and capital needs. *E*

Raise funds in excess of salary and fund development costs. *E*

Working in collaboration with the office of Institutional Effectiveness office:

1. Prepare annual and strategic college development plans for the Grants Office. *E*
2. Coordinate institutional grant development efforts in alignment with college goals. *E*
3. Facilitate and monitor implementation of grant projects to ensure compliance with grant requirements.

Working in collaboration with the College extension/contract education:

1. Develop strategies for maximizing revenue from contract and community education extension programs.
2. Manage relationship with the Workforce Investment Board and other workforce training agencies.

Working in collaboration with the Victor Valley College Foundation and other auxiliary organizations:

1. Oversee the development of an alumni program. *E*
2. Coordinate campus fundraising activities to include annual giving, estate planning, major gifts, corporate giving and special events.
3. Serve as liaison between the Foundation and the District. *E*

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Marketing principles, practices and fund development
Contract negotiation
Community college organization and practices
Changes in state and federal laws that affect college development programs

ABILITY TO:

Apply strategic planning in an organizational setting
Negotiate partnerships with business/industry
Be skillful in organizational development and positive approaches to institutional management
Be skillful in project management, data analysis and problem solving
Establish and maintain cooperative and effective working relationships with individuals from various socioeconomic, cultural, ethnic and/or disability backgrounds.
Secure grants and financial support to meet goals
Communicate effectively, both orally and in writing, including the preparation of reports and presentations
Coordinate multiple project activities and tasks

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree from an accredited college or university and coursework in resource development and demonstrated initiative and creativity in college advancement programs; five years combined experience in a senior administrative position in higher education and/or business.

Incumbent must possess an understanding of and commitment to the comprehensive community college mission; preferably with experience working among multi-cultural/diverse students and staff. In addition, incumbent must have experience with national and state educational policy development; strong communication and writing skills; demonstrated ability to work with diverse project team members; demonstrated ability to coordinate multiple project activities and tasks.

Desired Qualifications

Experience working with community agencies and/or other segments of education; Demonstrated technical, management and leadership skills in the area of strategic planning, grant development and fundraising with specific emphasis on project development/management and implementation skills.

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.

On- and off-site Working 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.


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

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

TOPIC: MONTHLY FINANCIAL REPORTS

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

Financial reports are being presented for the period ending December 31, 2009 for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

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

Need: N/A

Fiscal Impact: None

Recommended Action:

This is an information only item.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
AUXILIARY SERVICES
As of 12/31/09

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 155,083			
<u>Revenues</u>	\$ 479,000	\$ 296,544	\$ 168,313	35.14%
Estimated "Due From" District		<u>14,143</u>		
<u>Total Revenues</u>		\$ 310,687		
<u>Expenditures</u>				
District	\$ 479,000	\$ 113,249	\$ 281,751	58.82%
<u>Total Expenditures</u>		<u>84,000</u>		
		\$ 197,249		
Revenues/(Expenditures)	\$ -	\$ 113,438		
Month Ending Fund Balance 12/31/09		\$ 268,521		
Projected Ending Fund Balance	\$ 155,083			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: PROGRAM PARTICIPATION AGREEMENT (RENEWAL) – US
DEPARTMENT OF EDUCATION

SUBMITTED BY: Vern Hodge, Financial Aid

RECOMMENDED BY: Virginia Moran 

APPROVED BY: Robert Silverman 

Description/Background:

The District renewed its continued participation in the Title IV, Higher Education Act programs, after it was deemed eligible based on meeting minimum requirements of administrative capability and financial responsibility pursuant to 34 Code of Federal Regulations Parts 600 and 668. Continued participation in this program allows the District to participate in those student financial assistance programs authorized by Title IV of the Higher Education Act of 1965. This renewal is for 5 years and will expire December 31, 2015.

Need:

Without this agreement, the District would not be able to distribute any federal student financial aid programs.

Fiscal Impact: N/A

Recommended Action:

This is an information item only

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



FEDERAL STUDENT AID **START HERE. GO FURTHER.**

UNITED STATES DEPARTMENT OF EDUCATION

FEDERAL STUDENT AID SCHOOL ELIGIBILITY CHANNEL

PROGRAM PARTICIPATION AGREEMENT

Effective Date of Approval: The date on which this Agreement is signed on behalf of the Secretary of Education

Approval Expiration Date: **December 31, 2015**

Reapplication Date: **September 30, 2015**

Name of Institution: **Victor Valley Community College**
Address of Institution: **18422 Bear Valley Road**
Victorville, CA 92395-5850

OPE ID Number: **00133500**

DUNS Number: **073583577**

Taxpayer Identification Number (TIN): **956006576**

The execution of this Agreement by the Institution and the Secretary is a prerequisite to the Institution's initial or continued participation in any Title IV, HEA Program.

The postsecondary educational institution listed above, referred to hereafter as the "Institution," and the United States Secretary of Education, referred to hereafter as the "Secretary," agree that the Institution may participate in those student financial assistance programs authorized by Title IV of the Higher Education Act of 1965, as amended (Title IV, HEA Programs) indicated under this Agreement and further agrees that such participation is subject to the terms and conditions set forth in this Agreement. As used in this Agreement, the term "Department" refers to the U.S. Department of Education.

SCOPE OF COVERAGE

This Agreement applies to all locations of the Institution as stated on the most current ELIGIBILITY AND CERTIFICATION APPROVAL REPORT issued by the Department. This Agreement covers the Institution's eligibility to participate in each of the following listed Title IV, HEA programs, and incorporates by reference the regulations cited.

- **FEDERAL PELL GRANT PROGRAM**, 20 U.S.C. 1070a et seq; 34 CFR Part 690.
- **FEDERAL FAMILY EDUCATION LOAN PROGRAM**, 20 U.S.C. 1071 et seq; 34 CFR Part 682.
- **FEDERAL DIRECT STUDENT LOAN PROGRAM**, 20 U.S.C. 1087a et seq; 34 CFR Part 685.
- **FEDERAL PERKINS LOAN PROGRAM**, 20 U.S.C. 1087aa et seq; 34 CFR Part 674.
- **FEDERAL SUPPLEMENTAL EDUCATIONAL OPPORTUNITY GRANT PROGRAM**, 20 U.S.C. 1070b et seq; 34 CFR Part 676.
- **FEDERAL WORK-STUDY PROGRAM**, 42 U.S.C. 2751 et seq; 34 CFR Part 675.

GENERAL TERMS AND CONDITIONS

1. The Institution understands and agrees that it is subject to and will comply with the program statutes and implementing regulations for institutional eligibility as set forth in 34 CFR Part 600 and for each Title IV, HEA program in which it participates, as well as the general provisions set forth in Part F and Part G of Title IV of the HEA, and the Student Assistance General Provisions regulations set forth in 34 CFR Part 668.
The recitation of any portion of the statute or regulations in this Agreement does not limit the Institution's obligation to comply with other applicable statutes and regulations.
2.
 - a. The Institution certifies that on the date it signs this Agreement, it has a drug abuse prevention program in operation that it has determined is accessible to any officer, employee, or student at the Institution.
 - b. The Institution certifies that on the date it signs this Agreement, it is in compliance with the disclosure requirements of Section 485(f) of the HEA (Campus Security Policy and Crime Statistics).
3. The Institution agrees to comply with --
 - a. Title VI of the Civil Rights Act of 1964, as amended, and the implementing regulations, 34 CFR Parts 100 and 101 (barring discrimination on the basis of race, color or national origin);
 - b. Title IX of the Education Amendments of 1972 and the implementing regulations, 34 CFR Part 106 (barring discrimination on the basis of sex);
 - c. The Family Educational Rights and Privacy Act of 1974 and the implementing regulations, 34 CFR Part 99;
 - d. Section 504 of the Rehabilitation Act of 1973 and the implementing regulations, 34 CFR Part 104 (barring discrimination on the basis of physical handicap); and
 - e. The Age Discrimination Act of 1975 and the implementing regulations, 34 CFR Part 110.
 - f. The Standards for Safeguarding Customer Information, 16 C.F.R. Part 314, issued by the Federal Trade Commission (FTC), as required by the Gramm-Leach-Bliley (GLB) Act, P.L. 106-102. These Standards are intended to ensure the security and confidentiality of customer records and information. The Secretary considers any breach to the security of student records and information as a demonstration of a potential lack of administrative capability as stated in 34 C.F.R. 668.16(c). Institutions are strongly encouraged to inform its students and the Department of any such breaches.
4. The Institution acknowledges that 34 CFR Parts 602 and 667 require accrediting agencies, State regulatory bodies, and the Secretary to share information about institutions. The

Institution agrees that the Secretary, any accrediting agency recognized by the Secretary, and any State regulatory body may share or report information to one another about the Institution without limitation.

5. The Institution acknowledges that the HEA prohibits the Secretary from recognizing the accreditation of any institution of higher education unless that institution agrees to submit any dispute involving the final denial, withdrawal, or termination of accreditation to initial arbitration prior to any other legal action.

SELECTED PROVISIONS FROM GENERAL PROVISIONS REGULATIONS, 34 CFR PART 668

By entering into this Program Participation Agreement, the Institution agrees that:

- (1) It will comply with all statutory provisions of or applicable to Title IV of the HEA, all applicable regulatory provisions prescribed under that statutory authority, and all applicable special arrangements, agreements, and limitations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement that the institution will use funds it receives under any Title IV, HEA program and any interest or other earnings thereon, solely for the purposes specified in and in accordance with that program;
- (2) As a fiduciary responsible for administering Federal funds, if the institution is permitted to request funds under a Title IV, HEA program advance payment method, the institution will time its requests for funds under the program to meet the institution's immediate Title IV, HEA program needs;
- (3) It will not request from or charge any student a fee for processing or handling any application, form, or data required to determine a student's eligibility for, and amount of, Title IV, HEA program assistance;
- (4) It will establish and maintain such administrative and fiscal procedures and records as may be necessary to ensure proper and efficient administration of funds received from the Secretary or from students under the Title IV, HEA programs, together with assurances that the institution will provide, upon request and in a timely manner, information relating to the administrative capability and financial responsibility of the institution to--
 - (i) The Secretary;
 - (ii) The State [regulatory bodies] for the State or States in which the institution or any of the institution's branch campuses or other locations are located;
 - (iii) A guaranty agency, as defined in 34 CFR part 682, that guarantees loans made under the Federal Stafford Loan, and Federal PLUS programs for attendance at the institution or any of the institution's branch campuses or other locations;
 - (iv) The nationally recognized accrediting agency that accredits or preaccredits the institution or any of the institution's branch campuses, other locations, or educational programs;
 - (v) The State agency that legally authorizes the institution and any branch campus or other location of the institution to provide postsecondary education; and
 - (vi) In the case of a public postsecondary vocational educational institution that is approved by a State agency recognized for the approval of public postsecondary vocational education, that State agency;
- (5) It will comply with the provisions of §668.15 relating to factors of financial responsibility;
- (6) It will comply with the provisions of §668.16 relating to standards of administrative capability;
- (7) It will submit reports to the Secretary and, in the case of an institution participating in the Federal Stafford Loan, Federal PLUS, or the Federal Perkins Loan Program, to holders of loans

made to the institution's students under these programs at such times and containing such information as the Secretary may reasonably require to carry out the purpose of the Title IV, HEA programs;

(8) It will not provide any statement to any student or certification to any lender under the Federal Stafford Loan or Federal PLUS Program that qualifies the student for a loan or loans in excess of the amount that the student is eligible to borrow in accordance with §§425(a), 428(a)(2), 428(b)(1)(A) and (B), and 428H of the HEA;

(9) It will comply with the requirements of Subpart D of 34 CFR part §§668 concerning institutional and financial assistance information for students and prospective students;

(10) In the case of an institution that advertises job placement rates as a means of attracting students to enroll in the institution, it will make available to prospective students, at or before the time that those students apply for enrollment-

(i) The most recent available data concerning employment statistics, graduation statistics, and any other information necessary to substantiate the truthfulness of the advertisements; and

(ii) Relevant State licensing requirements of the State in which the institution is located for any job for which an educational program offered by the institution is designed to prepare those prospective students;

(11) In the case of an institution participating in the Federal Stafford Loan, or Federal PLUS Program, the institution will inform all eligible borrowers, as defined in 34 CFR part 682, enrolled in the institution about the availability and eligibility of those borrowers for State grant assistance from the State in which the institution is located, and will inform borrowers from another State of the source for further information concerning State grant assistance from that State;

(12) It will provide the certifications described in paragraph (c) of this section;

(13) In the case of an institution whose students receive financial assistance pursuant to section 484(d) of the HEA, the institution will make available to those students a program proven successful in assisting students in obtaining the recognized equivalent of a high school diploma;

(14) It will not deny any form of Federal financial aid to any eligible student solely on the grounds that the student is participating in a program of study abroad approved for credit by the institution;

(15) In the case of an institution seeking to participate for the first time in the Federal Stafford Loan and Federal PLUS programs, the institution has included a default management plan as part of its application under §600.20 for participation in those programs and will use the plan for at least two years from the date of that application. The Secretary considers the requirements of this paragraph to be satisfied by a default management plan developed in accordance with the default reduction measures described in the September 2005 Dear Partner Letter, GEN-05-14;

(16) In the case of an institution that changes ownership that results in a change of control, or that changes its status as a main campus, branch campus, or an additional location, the institution will, to participate in the Federal Stafford Loan and Federal PLUS Programs, develop a default management plan for approval by the Secretary and implement the plan for at least two years after the change in control or status. The Secretary considers the requirements of this paragraph to be satisfied by a default management plan developed in accordance with the default reduction measures described in the September 2005 Dear Partner Letter, GEN-05-14;

(17) The Secretary, guaranty agencies and lenders as defined in 34 CFR Part 682, nationally recognized accrediting agencies, the Secretary of Veterans Affairs, State [regulatory bodies], State agencies recognized under 34 CFR part 603 for the approval of public postsecondary vocational education, and State agencies that legally authorize institutions and branch campuses or other locations of institutions to provide postsecondary education, have the authority to share with each other any information pertaining to the institution's eligibility for or participation in the Title IV, HEA programs or any information on fraud and abuse;

- (18) It will not knowingly --
- (i) Employ in a capacity that involves the administration of the Title IV, HEA programs or the receipt of funds under those program, an individual who has been convicted of, or has pled *nolo contendere* or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds, or has been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds;
 - (ii) Contract with an institution or third-party servicer that has been terminated under section 432 of the HEA for a reason involving the acquisition, use, or expenditure of Federal, State, or local government funds, or that has been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds; or
 - (iii) Contract with or employ any individual, agency, or organization that has been, or whose officers or employees have been--
 - (A) Convicted of, or pled *nolo contendere* or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or
 - (B) Administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds;
- (19) It will complete, in a timely manner and to the satisfaction of the Secretary, surveys conducted as a part of the Integrated Postsecondary Education Data System (IPEDS) or any other Federal collection effort, as designated by the Secretary, regarding data on postsecondary institutions;
- (20) In the case of an institution that offers athletically related student aid, it will comply with the provisions of paragraph (d) of this section;
- (21) It will not impose any penalty, including, but not limited to, the assessment of late fees, the denial of access to classes, libraries, or other institutional facilities, or the requirement that the student borrow additional funds for which interest or other charges are assessed, on any student because of the student's inability to meet his or her financial obligations to the institution as a result of the delayed disbursement of the proceeds of a Title IV, HEA program loan due to compliance with statutory and regulatory requirements of or applicable to the Title IV, HEA programs, or delays attributable to the institution;
- (22) It will not provide, nor contract with any entity that provides, any commission, bonus, or other incentive payment based directly or indirectly on success in securing enrollments or financial aid to any persons or entities engaged in any student recruiting or admission activities or in making decisions regarding the awarding of student financial assistance, except that this requirement shall not apply to the recruitment of foreign students residing in foreign countries who are not eligible to receive Federal Student Assistance. This provision does not apply to the giving of token gifts to students or alumni for referring students for admission to the institution as long as: the gift is not in the form of money, check, or money order; no more than one such gift is given to any student or alumnus; and the gift has a value of not more than \$100;
- (23) It will meet the requirements established pursuant to Part H of Title IV of the HEA by the Secretary, State [authorizing bodies], and nationally recognized accrediting agencies;
- (24) It will comply with the refund provisions established in 34 CFR Part 668.22;
- (25) It is liable for all improperly administered funds received or refunded under the Title IV, HEA programs, including any funds administered by a third-party servicer;
- (26) If the stated objectives of an educational program of the institution are to prepare a student for gainful employment in a recognized occupation, the institution will--
- (i) Demonstrate a reasonable relationship between the length of the program and entry level requirements for the recognized occupation for which the program prepares the student. The Secretary considers the relationship to be reasonable if the number of clock hours provided in the

program does not exceed by more than 50 percent the minimum number of clock hours required for training in the recognized occupation for which the program prepares the student, as established by the State in which the program is offered, if the State has established such a requirement, or as established by any Federal agency; and

(ii) Establish the need for the training for the student to obtain employment in the recognized occupation for which the program prepares the student.

(c) In order to participate in any Title IV, HEA program (other than the SSIG and NEISP programs), the institution must certify that it--

(1) Has in operation a drug abuse prevention program that the institution has determined to be accessible to any officer, employee, or student at the institution; and

(2)(i) Has established a campus security policy in accordance with section 485(f) of the HEA; and

(ii) Has complied with the disclosure requirements of §668.47 as required by section 485(f) of the HEA.

(d) In order to participate in any Title IV, HEA program (other than the SSIG and NEISP programs), an institution that offers athletically related student aid must--

(1) Cause an annual compilation, independently audited not less often than every 3 years, to be prepared within 6 months after the end of the institution's fiscal year, of--

(i) The revenues derived by the institution from the institution's intercollegiate athletics activities, according to the following categories:

(A) Total revenues.

(B) Revenues from football.

(C) Revenues from men's basketball.

(D) Revenues from women's basketball.

(E) Revenues from all other men's sports combined.

(F) Revenues from all other women's sports combined;

(ii) Expenses made by the institution for the institution's intercollegiate athletics activities, according to the following categories:

(A) Total expenses.

(B) Expenses attributable to football.

(C) Expenses attributable to men's basketball.

(D) Expenses attributable to women's basketball.

(E) Expenses attributable to all other men's sports combined.

(F) Expenses attributable to all other women's sports combined; and

(iii) The total revenues and operating expenses of the institution; and

(2) Make the compilation and, where allowable by State law, the results of the audits required by paragraph (d)(1) of this section available for inspection by the Secretary and the public.

(e) For the purposes of paragraph (d) of this section--

(1) Revenues from intercollegiate athletics activities allocable to a sport shall include without limitation gate receipts, broadcast revenues and other conference distributions, appearance guarantees and options, concessions, and advertising;

(2) Revenues such as student activities fees, alumni contributions, and investment interest income that are not allocable to a sport shall be included in the calculation of total revenues only;

(3) Expenses for intercollegiate athletics activities allocable to a sport shall include without limitation grants-in-aid, salaries, travel, equipment, and supplies; and

(4) Expenses such as general and administrative overhead that are not allocable to a sport shall

be included in the calculation of total expenses only.

(f)(1) A program participation agreement becomes effective on the date that the Secretary signs the agreement.

(2) A new program participation agreement supersedes any prior program participation agreement between the Secretary and the institution.

(g)(1)(i) With respect to an institution that has been certified *other than under a provisional certification*--

(A) Except as provided in paragraphs (h) and (i) of this section, the Secretary terminates a program participation agreement through the proceedings in subpart G of this part.

(B) An institution may terminate a program participation agreement.

(C) If the Secretary or the institution terminates a program participation agreement under paragraph (g) of this section, the Secretary establishes the termination date.

(2) With respect to an institution that has been *provisionally certified*, the Secretary revokes a provisional certification through the proceedings in §668.13(d).

(h) An institution's program participation agreement automatically expires on the date that--

(1) The institution changes ownership that results in a change in control as determined by the Secretary under 34 CFR part 600; or

(2) The institution's participation ends under the provisions of §668.26(a)(1), (2), (4), or (7).

(i) An institution's program participation agreement no longer applies to or covers a location of the institution as of the date on which that location ceases to be a part of the participating institution.

WILLIAM D. FORD FEDERAL DIRECT LOAN PROGRAM

If an institution participates in the William D. Ford Federal Direct Loan (Direct Loan) Program, the institution and its representatives shall comply with the statute, guidelines, and regulations governing the Title IV, Part D, William D. Ford Federal Direct Loan Program as required by Section 454 of Public Law 103-66.

The institution will:

1. Provide for the establishment and maintenance of a Direct Loan Program at the Institution that will:

Identify eligible students who seek student financial assistance in accordance with Section 484 of the Higher Education Act of 1965, as amended (the HEA).

Estimate the need of students as required under Title IV, Part F of the HEA.

Provide a certification statement of eligibility for students to receive loans that will not exceed the annual or aggregate limits, except the Institution may exercise its authority, under exceptional circumstances identified by the Secretary, to refuse to certify a statement that permits a student to receive a loan, or certify a loan amount that is less than the student's determination of need, if the reason for such action is documented and provided in written form to a student.

Establish a schedule for disbursement of loan proceeds to meet the requirements of Section 428G of the HEA.

Provide timely and accurate information to the Secretary concerning 1) the status of borrowers while students are in attendance, any new information pertaining to the status of student borrowers of which the Institution becomes aware after the student leaves the Institution, and 2) the utilization of Federal funds under Part D at such times and in such manner as prescribed by the Secretary.

2. Comply with requirements established by the Secretary relating to student loan information with respect to the Direct Loan Program.
3. Provide that students at the Institution and their parents (with respect to such students) will be eligible to participate in the programs under Title IV, Part B of the HEA, Federal Family Education Loan programs, at the discretion of the Secretary for the period during which such Institution participates in the Direct Loan Program, except that a student or parent may not receive loans under both Part B and Part D of the HEA for the same period of enrollment.
4. Provide for the implementation of a quality assurance system, as established by the Secretary and developed in consultation with Institutions of higher education, to ensure that the Institution is complying with program requirements and meeting program objectives.
5. Provide that the Institution will not charge any fees of any kind, regardless of how they are described, to student or parent borrowers for loan application, or origination activities (if applicable), or the provision and processing of any information necessary for a student or parent to receive a loan under Part D of the HEA.
6. Provide that the Institution will originate loans to eligible students and parents in accordance with the requirements of Part D of the HEA and use funds advanced to it solely for that purpose (Option 2 only).
7. Provide that the note or evidence of obligation of the loan shall be the property of the Secretary (Options 2 and 1 only).
8. Implement such other provisions as the Secretary determines are necessary to protect the interest of the United States and to promote the purposes of Part D of the HEA.
9. Accept responsibility and financial liability stemming from its failure to perform its functions under this Program Participation Agreement.

The Institution's continued approval to participate in the Direct Loan Program will be based on the Department of Education's review and approval of the Institution's future applications for recertification to continue participating in the federal student aid programs.

CERTIFICATIONS REQUIRED FROM INSTITUTIONS

The Institution should refer to the regulations cited below. Signature on this Agreement provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirement for Drug-Free Workplace (Grants)." Breach of any of these certificates constitutes a breach of this Agreement.

PART 1 CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105, and 82.110, the Institution certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the Institution shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with all subrecipients shall certify and disclose accordingly.
- (c) The Institution shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions as defined at 34 CFR Part 85, Sections 85.105 and 85.110, the Institution certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605, and 85.610 -

The Institution certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Institution's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement, and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under this subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-5140. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1972, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

4. Drug-Free Workplace (Grantees Who Are Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605, and 85.610 -

1. As a condition of the grant, the Institution certifies that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
2. If any officer or owner of the Institution is convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Institution will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-5140. Notice shall include the identification number(s) of each affected grant.

PART 2 U.S. DEPARTMENT OF EDUCATION DRUG PREVENTION CERTIFICATION

The undersigned Institution certifies that it has adopted and implemented a drug prevention program for its students and employees that, at a minimum, includes--

1. The annual distribution in writing to each employee, and to each student who is taking one or more classes for any kind of academic credit except for continuing education units, regardless of the length of the student's program of study, of:
 - Standards of conduct that clearly prohibit, at a minimum, the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees on its property or as part of any of its activities.
 - A description of the applicable legal sanctions under local, State or Federal law for the unlawful possession or distribution of illicit drugs and alcohol.
 - A description of the health risks associated with the use of illicit drugs and the abuse of alcohol.
 - A clear statement that the Institution will impose disciplinary sanctions on students and employees (consistent with local, State and Federal law), and a description of those sanctions, up to and including expulsion or termination of employment and referral for prosecution, for violation of the standards of conduct. A disciplinary sanction may include the completion of an appropriate rehabilitation program.
 - A description of any drug or alcohol counseling, treatment, or re-entry programs that are available to employees or students.
2. A biennial review by the Institution of its program to:
 - Determine its effectiveness and implement changes to the program if they are needed.
 - Ensure that its disciplinary sanctions are consistently enforced.

**PART 3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER
COVERED TRANSACTIONS**

The Institution is to obtain the signatures of Lower Tier Contractors on copies of the certification reproduced below, and retain the completed certification(s) in the Institution's files.

CERTIFICATION BY LOWER TIER CONTRACTOR (Before Completing Certification, Read Instructions for This Part 3, below)	
<p>(1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.</p> <p>(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
_____ Name of Lower Tier Organization	_____ PR/Award Number or Project Name
_____ Name of Authorized Representative	_____ Title of Authorized Representative
_____ Signature of Authorized Representative	_____ Date

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will

include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NOTE: A completed copy of the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions" form must be retained by the Institution. The original blank certification must be returned with the PPA.

IN WITNESS WHEREOF

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

Signature of Institution's
Chief Executive Officer:

Robert M Silverman

Date: 2/1/10

Print Name and Title:

Robert M. Silverman
Superintendent/President

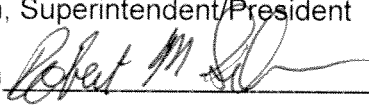
For the Secretary:

Date: _____

U.S. Department of Education

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

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

TOPIC: Memorandum of Understanding – World Energy USA
SUBMITTED BY: Ginger Ontiveros, Executive Director, Foundation
RECOMMENDED BY: Robert Silverman, Superintendent/President
APPROVED BY: Robert Silverman 

Description/Background:

In anticipation of an expanding need for a workforce to serve the green technology / clean energy industries within the high desert region, Victor Valley Community College is reaching out to build partnerships that will advance the college's ability to provide relevant training programs. To that end, a memorandum of understanding has been developed between the college and World Energy USA, Inc. to demonstrate a mutual interest in developing these training programs.

This MOU involves no fiscal impact or financial commitment by either party.

World Energy USA, is developing a large-scale, master-planned, fully-integrated clean energy development and industrial center. The center will feature a variety of clean energy technologies, operated by multiple alternative energy producers, and serve as a resource for emerging companies and university research programs. Their plan includes solicitation of grant funds which may help Victor Valley Community College develop and expand workforce training programs.

Fiscal Impact: None

Recommended Action:

This is an information item only

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___



February 1, 2010

MEMORANDUM OF UNDERSTANDING

World Energy USA, Inc. and Victorville Valley Community College

This preliminary Memorandum of Understanding ("MOU") is executed between the World Energy USA, Inc. ("World Energy") and Victor Valley Community College ("VVC"). World Energy and VVC may be referred to in this MOU individually as a "Party" or collectively as "Parties"

Background

World Energy is working with the City of Victorville to develop a large-scale, master planned, fully integrated clean energy development and industrial center (collectively "World Energy Center" or "Center"). The Center is strategically located next to the Victorville 2 power project but other sites are being considered. World Energy is planning on developing a similar Center in Palmdale. These Centers will serve as the two strategic hubs to form a clean energy corridor between Palmdale and Victorville. World Energy will plan the regional development of numerous satellite projects in and around these two hubs. Numerous companies, cities and partners will be integrated with the World Energy Center as it builds out more than 5,000 Megawatts of solar, wind, geothermal, natural gas and other clean energy sources on 25,000 acres at a cost of approximately \$15 Billion.

The World Energy Center is an advanced research and business incubator for emerging clean energy companies to deploy, commercialize and export their new technologies. It provides the necessary scale, expertise and infrastructure to dramatically reduce the cost of renewable energy through massive economies of scale and the sharing of technology, infrastructure, transmission and other resources. The Center will develop a world-class green job training, visitor and corporate center and create thousands of high paying technical, manufacturing, assembly, maintenance and management jobs. The World Energy Center campus will leverage all of the integrated technologies into one smart-grid control center. The Centers collaboration with NREL, other government labs, universities and high tech companies provides the nucleus to develop the High-Desert area into one of the leading clean energy educational centers.

The Center will become a complete one-stop shop and resource for emerging companies and university training programs. The Center will participate as an equity owner in the participating companies and receive consulting fees and project royalties as they grow and deploy their technology both in and outside of the Center. The Center will streamline applications, permitting and transmission to allow participants to immediately deploy both demonstration sites and large development projects. The Center and its collective participants will be able to bid on large domestic and international renewable energy projects. Satellite Development Sites will be added and processed through the main Center campus.

World Energy Center's unique structure combines the best of the U.S. government's resources along with an innovative and fast moving entrepreneurial core. It also leverages the integrated relationships and economies of scale of the larger combined group of companies. The collaborative group, as a result, will be able to accelerate larger worldwide development, licensing, export and distribution opportunities. The Center intends to file for an Initial Public Offering as soon as possible to provide capital for the entrepreneurial companies and a long-term growth plan for the entire clean energy corridor.



Victor Valley Community College is a leading educational institution in the high desert region offering academic and vocational certificate and associate degree level higher education programs. As one of 110 Community Colleges in the State of California, VVCCD is committed to stimulating the economy by providing a trained workforce that is ready for the challenges and opportunities of the 21st century. VVCCD is advancing green jobs curriculum and training for the development, construction and management of renewable energy. It is collaborating with other institutions to create the International Green Technologies Training Center.

In addition to training programs, VVCCD is currently planning the development of a 1 MW solar project and has another 150 acre site that it is considering for solar development. The college also seeks LEED standards in the construction of new buildings. These efforts advance a long standing commitment to demonstrating environmental responsibility that also includes innovative uses of water on its campus, partnerships in regional sustainability and signing the American College and University President's Climate Commitment (ACUPCC).

The College is ideally positioned to be one of the lead institutions in the World Energy Center and the High Desert clean energy corridor. This collaboration is based upon VVCCD's commitment to the technical training of the workforce required for the alternative energy sector of the economy and World Energy's commitment to build the World Energy Center located in the High Desert. In addition to these two willing and dedicated partners, the high desert offers a unique environment for development of green technologies training, research and energy manufacturing. This partnership will support the common goals of a trained workforce and the best value technology for the future.

Responsibilities

- 1) World Energy and VVCCD will work together and collaborate as deemed beneficial to both parties to advance the World Energy Center and the VVCCD's International Green Technologies Training Center through advocacy for the entire project, solicitation of grant support for these endeavors, private donations, professional advice and other resources.
- 2) World Energy has applied for more than a dozen U.S. government grants, collectively totaling in excess of \$2 Billion. World Energy will include VVCCD in its grant applications as a collaborator and participant in its job training programs and facilities. The Parties will work together to secure any available grants, funding and other incentives for green technology training programs in conjunction with the Center and VVCCD. Likewise, VVCCD will leverage grant resources and include World Energy in future grant applications to assist in the development of a training center at the site of the World Energy Center.
- 3) In addition paragraph (2) in this section, World Energy will attempt to identify resources through its capital raising efforts and from other potential partners, foundations and entities, to support VVCCD's International Green Technologies Training Center program development activities including research, planning, and curriculum development.
- 4) VVCCD will take the lead in creating and implementing green technology training programs through its International Green Technologies Training Center. The Program will provide a instruction and practical training applications including job training and internships in manufacturing, construction, maintenance and management of green technologies. The Program may be co-located at the World Energy Center which together will provide world class control, visitor and corporate center that will become a show-place destination to attract other universities, dignitaries and corporations worldwide.



- 5) VVCCD will collaborate and integrate other educational institutions, as it deems necessary to provide a comprehensive curriculum for workforce training, into the International Green Technologies Training Center.
- 6) World Energy will, at no cost to VVCCD, provide expertise in developing college training facilities and alternative energy projects on college properties. In addition, World Energy will support the development of the teaching facility and curriculum of the training center.
- 7) Upon request, World Energy will consult with VVCCD to provide additional expertise in developing its solar generation projects.
- 8) VVC and World Energy will work together regarding local issues, potential land acquisitions and other opportunities as needed to promote mutual interests.

Both parties acknowledge that additional agreements will be required to establish the terms and conditions of this partnership in compliance with grants or other funding sources as they become known.

Term

This Memorandum of Understanding shall be in effect for up to 24 months, expiring on April 30, 2012 unless terminated earlier in writing by either party. There shall be no penalty to either party for early termination of this MOU and no funds provided to VVCCD shall be returned as a result of termination provided they are dedicated to the original purpose described herein.

Modifications of this agreement must be acknowledged as accepted by both parties in writing.

Indemnification

Each Party heretoshall 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 the indemnifying Party to perform its obligations under or comply with the terms of this MOU (including, but not limited to, the delivery of required training), or resulting from the negligence of the indemnifying Party 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.

Non-Exclusivity

This collaboration is non-exclusive. Both World Energy and VVCCD, at their sole discretion, may collaborate with other partners to further their respective missions, goals and projects.

The Parties have executed this MOU to set forth the basic understanding of their discussions with regard to the relationship between the World Energy Center and Victor Valley Community College.



VICTOR VALLEY COMMUNITY COLLEGE

A handwritten signature in cursive script, appearing to read "Robert M. Silverman", written over a horizontal line.

Robert M. Silverman
President

WORLD ENERGY USA, INC.

A handwritten signature in cursive script, appearing to read "David D. Joseph", written over a horizontal line.

David D. Joseph
CEO