

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

Date: April 12, 2011

Place: Closed Session 5:30 p.m. West Wing Conference Room, Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

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

AGENDA ~ Board Room

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

1. **CALL TO ORDER** 5:30 p.m.
ROLL CALL
PLEDGE OF ALLEGIANCE

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

This is the opportunity for the public to address the Board on any of these Closed Session 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)

CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 5:30-6 p.m.

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE – Government Code Section 54957(b)
Employee # 1813041211
- 2.1 **RECESS TO CLOSED SESSION**

REGULAR MEETING AGENDA

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

3. OPEN SESSION REGULAR MEETING

6 p.m.

3.1 Closed Session Report

PUBLIC COMMENTS RELATED TO AGENDA ITEMS

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

4. SUPERINTENDENT/PRESIDENT'S REPORT

- Academic 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 March 8, 2011 regular Board meeting.

5.2 Agreement Extension – Simon Silva

Approval of the agreement between Victor Valley Community College District and Simon Silva originally approved on December 14, 2010. This contract extension will extend the service period until June 30, 2011 and increase the budget an additional \$6,000.00 to provide workshops to GEAR UP Program schools. Fiscal Impact: Not to exceed \$6,000.00 – Grant Funded.

5.3 Agreements – Contract Education Services

Ratification of the Contract Education Services' agreement listed below to obtain a food handler's certification. Fiscal Impact: \$1,800.00 income to the District.

Vendor:	Income to the District
ACE High School - Helendale	\$ 300.00
Golden A Inc. Restaurant – Victorville	\$ 300.00
Fresh Wok - Fontana	\$ 300.00
Archibalds Restaurant – Victorville	\$ 300.00
Yum Yum Donuts – Victorville	\$ 300.00
Thornys Place – Victorville	\$ 300.00
Total:	\$ 1,800.00

- 5.4 Agreement Renewal (Fourth Amendment) – Catholic Healthcare West
Approval of the renewal of the fourth amendment to the Education Affiliation Agreement between Victor Valley Community College District and Catholic Healthcare West that was originally approved on March 1, 2007 to provide clinical learning facilities for health sciences programs. Fiscal Impact: None
- 5.5 Agreement Renewal (Fourth Amendment) – Community Hospital of San Bernardino
Approval of the renewal of the fourth amendment to the Education Affiliation Agreement between Victor Valley Community College District and Community Hospital of San Bernardino that was originally approved on March 1, 2007 to provide clinical learning facilities for health sciences programs. Fiscal Impact: None
- 5.6 Independent Contractor Agreement – Marketing Solutions
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Marketing Solutions to assist the Public Information Office in producing public relations and promotional media, websites and social media outlets for the 50th Anniversary and coordinated activities. The period of this agreement is from February 28, 2011 through May 30, 2011. Fiscal Impact: Not to exceed \$3,000.00, budgeted item.
- 5.7 Agreement – Journal Communications
Ratification of the the agreement between Victor Valley Community College District and Journal Communications to provide advertising in the Victorville Chamber Image Magazine. Fiscal Impact: \$655.00, budgeted item.
- 5.8 Out of State Travel - Student
Approval of the out-of-state travel to Las Vegas, Nevada to tour the University of Nevada's campus on April 29, 2011 to acquaint transfer students with the campus. Students participating are registered at Victor Valley Community College and will be accompanied by staff member, Kevin Barda and faculty member, Christine Cole. Fiscal Impact: Not to exceed \$212.00, budgeted item.
- 5.9 Agreement – Alertus Technologies, LLC
Ratification of the agreement between Victor Valley Community College District and Alertus Technologies, LLC for a grant funded campus-wide emergency notification system. Fiscal Impact: None.
- 5.10 Agreement - Namescape
Ratification of the agreement between Victor Valley Community College District and Namescape to purchase a password management system for campus faculty and staff. This application is needed as part of the Microsoft migration. Fiscal Impact: \$9,096.00, Fund 71, budgeted item.
- 5.11 Agreement – Alliance Integrated Technology
Ratification of the agreement between Victor Valley Community College District and Alliance Integrated Technology to obtain solutions architecture for the Novell to Microsoft migration and implementation plan for Victor Valley College. Advanced level technology support is needed for the campus Microsoft migration. The system's infrastructure currently uses Novell and is no longer considered to be the best solution for the needs of the campus. Fiscal Impact: Not to exceed \$60,000.00, Fund 71, budgeted item.

- 5.12 Independent Contractor Agreement – Mary L. Neeper
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Mary L. Neeper to perform detailed analysis of and assist in the rebuilding of security class definitions to determine levels of confidential and staff access in Datatel. The period of this agreement is from March 21, 2011 through June 30, 2011. Fiscal Impact: Not to exceed \$20,000.00, budgeted item.
- 5.13 Agreement – Siteimprove, Inc.
Ratification of the agreement between Victor Valley Community College District and Siteimprove, Inc. to purchase a five year SiteCheck subscription to scan the VVC website and identify any broken links, misspellings, and accessibility issues on the website. The period of this agreement is from March 1, 2011 through February 28, 2016. Fiscal Impact: \$4,200.00, budgeted item.
- 5.14 Increase Contract Amount – Vavrinek, Trine, Day & Co.
Ratification of the agreement between Victor Valley Community College District and Vavrinek, Trine, Day & Co. to assist the District in the preparation of an indirect cost rate for federal and state grants through the Department of Health & Human Services. The new contract amount increases by \$9,700.00 for a total contract amount of \$15,000.00. Fiscal Impact: \$9,700.00, Budgeted item.
- 5.15 Notice of Completion – Air-Ex Air Conditioning, Inc.
Approval of the Notice of Completion for Air-Ex Air Conditioning, Inc. for the main Gymnasium HVAC maintenance upgrade project. This project was originally board approved on September 14, 2010. Fiscal Impact: None.
- 5.16 Notice of Completion – Micon Construction
Approval of the Notice of Completion for Micon Construction for the landscape sustainability upgrade project. This project was originally board approved on October 12, 2010. Fiscal Impact: None.
- 5.17 Agreement – Total Compensation Systems, Inc.
Approval of the agreement between Victor Valley Community College District and Total Compensation Systems, Inc. for the completion of a bi-annual actuarial study to provide the information necessary for the District's compliance with GASB 43 and 45 regarding Other Post Employment Benefits (OPEB). TCS performed the District's last actuarial study in March 2009. Fiscal Impact: Not to exceed \$7,900.00, budgeted item.
- 5.18 Agreement – Medrano's Asphalt Paving Co.
Ratification of the agreement between Victor Valley Community College District and Medrano's Asphalt Paving Co. to repair asphalt material on Jacaranda Road, from the bus stop at the ATC to Fish Hatchery Road. Fiscal Impact: \$10,500.00, budgeted item.
- 5.19 Agreement – A & E Inspection Services
Approval of the agreement between Victor Valley Community College District and A & E Inspection Services to provide Inspector of Record services as required by the Division of State Architect for District projects as they arise. The benefit of a three (3) year agreement is to lock in the hourly rates for required inspection services with no escalation fees. This company was selected by the District through the Request for Proposal (RFP). Fiscal Impact: Fiscal Impact and funding source will be determined and brought to the Board on a project by project basis as determined by the fee schedule.
- 5.20 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None

- 5.21 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.22 Appointment – Citizens' Bond Oversight Committee
Approval to appoint an initial (2-year) term, Richard C. Greenwood representing a senior citizen group, to serve on the Citizen's Bond Oversight Committee for the period of April 13, 2011 through March 31, 2013. Fiscal Impact: None
- 5.23 Agreement – Alpha Omega Wireless
Ratification of the agreement between Victor Valley Community College District and Alpha Omega Wireless to supply and install end-to-end wireless networking technology for connectivity to the Eastside Public Safety Training Center project, a voter approved local bond funded project. Fiscal Impact: \$56,870.46- Local Bond Funded.
- 5.24 Agreement – Merrell-Johnson Engineering, Inc. YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and Merrell-Johnson Engineering, Inc. for laboratory and on-site testing services during the construction of the Cell Tower as required by the Division of State Architect's office (DSA). Fiscal Impact: Estimated at \$21,475.00 – to be reimbursed to the District.

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda YES ___ NO ___
- 6.2 Spring Valley Lake Association Election YES ___ NO ___
Consider selecting three (3) candidates for the election of the Spring Valley Lake Association's Board of Directors.

10. ADMINISTRATIVE SERVICES

10.1 Public Hearing and Approve an Agreement with Compass Energy Solutions

- a) The Board president hereby declares the hearing open
- b) The public may now comment on the various energy efficiency projects anticipated on the Main Campus
- c) The Board President hereby declares the hearing closed

Agreement – Compass Energy Solutions YES ___ NO ___

Approval of the agreement between Victor Valley Community College District and Compass Energy Solutions to perform various energy efficiency projects on the Main Campus pursuant to California Government Code 4217.12-4217.13. These projects include upgrading the Energy Management System, replacing campus exterior lighting, including parking lot lighting, and retrofitting the Allied Health mechanical systems to be supported by the Central Plant. Fiscal Impact: \$1,868,547.00, Local Bond Funded.

10.2 Adopt a Resolution for Center Status for the Victor Valley Community College Eastside Public Safety Training Center and Westside Workforce Development Center

YES ___ NO ___

Approval of the resolution to approve the Center Status applications of the Victor Valley Community College Eastside Public Safety Training Center and Westside Workforce Development Center. Fiscal Impact: None

- 10.3 Foundation Donations YES ___ NO ___
Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$39,373.45 and transferred \$105,033.90 in student scholarships for a total cash contribution of \$144,407.35. Total contributions from the Foundation for December 2010-February 2011 are \$144,407.35 Fiscal Impact: \$144,407.35 to the District.
- 10.4 Renewal Agreement – Beinschroth Family Trust YES ___ NO ___
Approval of the renewal agreement between Victor Valley Community College District and Beinschroth Family Trust for the purchase of the right to consume supplemental 281 acre feet of water to complete the college's annual water consumption. Fiscal Impact: \$78,680.00, budgeted item.
- 10.5 Agreement – Apple Valley Ranchos Water Co. YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and Apple Valley Ranchos Water Co. for the installation of a water main extension, including materials, labor and necessary permit fees. Fiscal Impact: This funding is within the original budget of \$31,536,982.00 for the Eastside Public Safety Training Center. Fiscal Impact: \$519,327.70, Local Bond Funded.
- 10.6 Second Reading – Revised Board Policy #3250 – Institutional Planning YES ___ NO ___
Approval of the updated Board Policy #3250 – Institutional Planning inclusive of change(s) in verbiage.
- 10.7 Second Reading – Revised Board Policy #6200 – Budget Preparation YES ___ NO ___
Approval of the updated Board Policy #6200 – Budget Preparation inclusive of change(s) in verbiage.
- 10.8 Second Reading – Revised Board Policy #6320 – Investments YES ___ NO ___
Approval of the updated Board Policy #6320 – Investments inclusive of change(s) in verbiage.
- 10.9 Second Reading – Revised Board Policy #6340 – Contracts YES ___ NO ___
Approval of the updated Board Policy #6340 – Contracts inclusive of change(s) in verbiage.
- 10.10 Second Reading – Revised Board Policy #6620 – Naming of Buildings YES ___ NO ___
Approval of the updated Board Policy #6620 – Naming of Buildings inclusive of change(s) in verbiage.
- 10.11 Second Reading – Revised Board Policy #6700 – Civic Center and Other Facility Use YES ___ NO ___
Approval of the updated Board Policy #6700 – Civic Center and Other Facility Use inclusive of change(s) in verbiage.
- 11. HUMAN RESOURCES**
- 11.1 Classified Request for Leave of Absence – Babette Dershem YES ___ NO ___
Approval of unpaid leave of absence for Babette Dershem, effective May 16, 2011 through August 12, 2011. Fiscal Impact: None

11.2 Layoff Resolution #11-02 - Classified

YES ___ NO ___

Adoption of the resolution to layoff for lack of funds and authorize and direct the vice president, Human Resources to give notice of layoff to employees in the classifications listed due to the lack of funds in the EDD WIB program.

12. **INFORMATION**

12.1 Monthly Financial Reports

Submitted as an informational item.

13. **REPORTS (3 minute limit per report)**

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

13.1 Foundation

13.2 Employee Groups

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

14. **ITEMS FOR FUTURE BOARD MEETINGS**

Board members may request items to be placed on future Board meetings for a report or information

15. **PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS**

PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

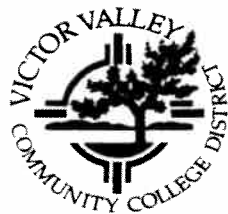
At this time, the Board of Trustees will listen to communication from the public on non-agendized items pertaining to college business. Each speaker is limited to one presentation per meeting on non agendized matters. Public comments are limited to three minutes per individual and a total of 15 minutes 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. **TRUSTEE COMMENTS**

17. **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 Fusako Yokotobi, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5850, (760) 245-4271, Ext. 2455, 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: March 8, 2011

Place: Closed Session: 5-5:30 p.m. West Wing Conference Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395
 Budget Workshop: 5:30-6 p.m. Board Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395
 Open Session: 6 p.m. Board Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

AGENDA ~ Board Room

Board Room Victor Valley Community College

CALL TO ORDER

The Board of trustees of Victor Valley Community College District met in Open Session on March 8, 2011 in the Board Room of the Administration Building. Mr. Henderson, Board President called the meeting to order at 5:03 p.m.

TRUSTEE ROLL CALL: Dennis Henderson, Board President; Joe Range, Vice President; Lorrie Denson Clerk; Michael Krause, Trustee, Joseph Brady, Trustee, Judy Schmoll, Student Trustee

PLEDGE OF ALLEGIANCE

Kevin Crowley led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: None

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

CLOSED SESSION ~ West Wing Conference Room

2. CLOSED SESSION

5-5:30 p.m.

PUBLIC APPOINTMENT – Government Code Section 54954.5
 Superintendent/President

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS:

At 5:05 p.m. Board President Henderson recessed to closed session.

WORKSHOP

Board Room Victor Valley Community College

Budget Workshop

5:30-6 p.m.

At 6 p.m. Board President Henderson called the workshop to order.

Break 7-7:07 p.m.

REGULAR MEETING AGENDA

Board Room Victor Valley Community College

This meeting will be electronically recorded

3. OPEN SESSION REGULAR MEETING

6 p.m.

3.1 Closed Session Report

At 7:07 p.m. Board President Henderson reconvened to open session and announced there was no report from Closed Session.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: None

4. SUPERINTENDENT/PRESIDENT'S REPORT

Dr. O'Hearn announced that there would be two presentations as part of his report.

On behalf of Diana O'Malley, Carol Yule, member of the Citizens' Bond Oversight Committee, spoke on the annual report that was prepared by the committee. The full report is available to the public on the VVC website. In accordance with the responsibilities set forth with Proposition 29 all the expenditures of bond funds were reviewed by the committee members. This report details the use of those funds spent. The committee faced two major issues and concerns this year. The expenditure for use of bonds for construction of on campus projects was the first concern. Following review with the bond counsel, it was determined that the bond language does allow for on campus improvements. The second major concern was that the bond rate had been raised from the promised rate. Countless hours were spent in learning how assessments are made, how bond obligations are divided, paid, and calculated. Through this process of due diligence the committee determined that this rate was unavoidable.

Art Bishop, Chief, Apple Valley Fire Department spoke on his recent involvement with the Inland Empire Fire Explorers program. In partnership with the college, the fire explorers were afforded college credits while training for a career in the fire service. On behalf of the Inland Empire Fire Explorer Association, Chief Bishop thanked everyone for their participation and presented the Board of Trustees with plaque of appreciation. In addition, he also commended the college on the recent sustainability landscaping project.

- **Academic Senate**

Ms. Harvey reported on the status of Program Review. She anticipates 100% participation with Program Review with the improved forms that have recently been updated. On a negative side, the 50% cut anticipated this summer will be difficult for not only part-time but also full-time teachers and that in the future it would be helpful if this type of notification could be announced earlier in the year to allow teachers the opportunity to plan ahead. In response to alternative funding, the board was asked to consider a grant writer to pull in more alternative funding to the college.

5. CONSENT AGENDA

It was MSC (Krause/Range, 5-0) to approve the consent items with agenda items 5.7, 5.8, 5.12, and 5.16 pulled by Trustee Krause for separate discussion.

5.1 Approval of the minutes of the February 15, 2011 regular Board meeting.

5.2 Appointment – Citizens' Bond Oversight Committee

Approval to appoint for a second term Diana J. O'Malley, representing a member active in an organization supportive of the college, and Rudy Cabriaes representing a member of the community at large; and appoint for an initial term Michael Brewer representing a member active in a taxpayer organization and Tosca Walker representing a member active in a business organization to serve on the Citizens' Bond Oversight Committee for the period of April 1, 2011 through March 31, 2013. Fiscal Impact: None

5.3 Notice of Completion – JAM Fire Protection, Inc.

Approval of the Notice of Completion for JAM Fire Protection, Inc. for the Clean Fire Suppression System project. This project was originally board approved on April 13, 2010. Fiscal Impact: None

5.4 Board of Trustees Budget Transfer Request Report

Approval of the budget transfer as submitted. Fiscal Impact: None

5.5 Quarterly Financial Status Report

Approval of the Quarterly Financial Status Report (CCFS-311Q) as submitted. Fiscal Impact: None

5.6 Board of Trustees Payments Report

Approval of the Board of Trustees Payments Report. Fiscal Impact: None

5.7 **PULLED FOR SEPARATE DISCUSSION** Change Order – Micon Construction, Inc.

Ratification of the Change Order #1 between Victor Valley Community College District and Micon Construction, Inc. for additional landscaping. Fiscal Impact: \$55,826.00, Fund 71 expenditure.

5.8 **PULLED FOR SEPARATE DISCUSSION** Amended Agreement – Child Development Center Contract CSPP-0446

Acceptance of the amended 2010-2011 agreement from the California Department of Education reducing the contract CSPP-0446 California State Preschool Grant by \$32,928.00. Fiscal Impact: \$32,928 reduction (grant funds).

5.9 Child Development Center Handbook Changes

Approval of the amended revisions to the Child Development Center Handbook as submitted for 2011-2012 school year. Fiscal Impact: None

5.10 Agreement Renewal – AB 212 Educational Stipend Program

Approval of the renewal of the agreement between Victor Valley Community College District and San Bernardino County Superintendent of Schools, on behalf of KidsNCare. Fiscal Impact: \$5,050.00 pass-through funding (grant funded).

5.11 Memorandum of Understanding – Boston Reed College

Ratification of the Memorandum of Understanding between Victor Valley Community College and Boston Reed College to offer an online course. Fiscal Impact: Income to the District \$500.00 per enrolled student.

- 5.12 **PULLED FOR SEPARATE DISCUSSION** Agreement – H&L Charter Co. Inc.
Ratification of the agreement between Victor Valley Community College District and H & L Charter Co. Inc. to provide transportation services for GEAR UP students/staff/chaperones in GEAR UP partner schools for educational and academic activities. Fiscal Impact: Not to exceed \$10,000.00, budgeted (grant funded).
- 5.13 Agreement – Desert Valley Hospital
Approval of the Business Associate Agreement with Desert Valley Hospital to provide for the confidentiality of patient information for Registered Nursing and other Health Sciences programs of the district. Fiscal Impact: None
- 5.14 License Renewal – Chariot Software Group
Approval of the license renewal agreement between Victor Valley Community College and Chariot Software Group to provide assessment, classroom management and test preparation solutions for instructors and administrators at Victor Valley Community College District. Fiscal Impact: \$1,245.00, budgeted item.
- 5.15 Agreements – Contract Education Services
Approval of the Contract Education Services' agreement listed below to obtain a food handler's certification. Fiscal Impact: \$1,500.00 income to the District.

Vendor:	Income to the District
Air Port Restaurant – Big Bear	\$ 300.00
Golden Chop Sticks	\$ 300.00
Zabellas Restaurant	\$ 300.00
Giuseppes Restaurant	\$ 300.00
Panda Express	\$ 300.00
Total:	\$ 1500.00

- 5.16 **PULLED FOR SEPARATE DISCUSSION** Out of State Student Travel – Model United Nations – New York
Approval for students from the Model United Nations Program to travel to New York to attend the Model United Nations Conference from April 17, 2011 through April 24, 2011. Students participating in the conference are registered at Victor Valley Community College and will be accompanied by Dino Bozonelos, Tim Adell and Jennifer Fowle. Fiscal Impact: Not to exceed \$22,000.00, budgeted item.
- 5.17 Out of State Student Travel – ASB – Washington, D.C.
Approval for students from the Associated Student Body to travel to Washington, D.C. to attend the National Student Advocacy and Leadership Spring Conference from March 17, 2011 through March 22, 2011. Students participating in the conference are registered at Victor Valley Community College and will be accompanied by Robert Sewell and Deanna Murphy. Fiscal Impact: Not to exceed \$19,000.00, ASB budgeted item.
- 5.18 Out of State Student Travel – ASB – Salt Lake City, UT
Approval for CSNA to attend the national Student Nursing Association's (NSNA) 59th Annual Convention in Salt Lake City, Utah on April 5-10, 2011. Students participating in the conference are registered at Victor Valley Community College and will be accompanied by Alice Ramming. Fiscal Impact: None, privately funded.

5.19 Agreement – Credentials, Inc.

Ratification of the agreement between Victor Valley Community College District and Credentials, Inc. to automate the internal processing of transcripts and offer an online ordering and payment method for students. Fiscal Impact \$6,500.00 for the first year which includes a one-time license fee and \$2,400.00 annually thereafter, budgeted item.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda

5.7 Change Order – Micon Construction, Inc.

It was MSC (Krause/Henderson, 5-0) to ratify the Change Order #1 between Victor Valley Community College District and Micon Construction, Inc. for additional landscaping. Fiscal Impact: \$55,826.00, Fund 71 expenditure.

5.8 Amended Agreement – Child Development Center Contract CSPP-0446

It was MSC (Krause/Denson, 5-0) to accept the amended 2010-2011 agreement from the California Department of Education reducing the contract CSPP-0446 California State Preschool Grant by \$32,928.00. Fiscal Impact: \$32,928 reduction (grant funds).

5.12 Agreement – H&L Charter Co. Inc.

It was MSC (Krause/Denson, 5-0) to ratify the agreement between Victor Valley Community College District and H & L Charter Co. Inc. to provide transportation services for GEAR UP students/staff/chaperones in GEAR UP partner schools for educational and academic activities. Fiscal Impact: Not to exceed \$10,000.00, budgeted (grant funded).

5.16 Out of State Student Travel – Model United Nations – New York

It was MSC (Krause/Denson, 5-0) to approve the students from the Model United Nations Program to travel to New York to attend the Model United Nations Conference from April 17, 2011 through April 24, 2011. Students participating in the conference are registered at Victor Valley Community College and will be accompanied by Dino Bozonelos, Tim Adell and Jennifer Fowlie. Fiscal Impact: Not to exceed \$22,000.00, budgeted item.

8. ADMINISTRATIVE SERVICES

8.1 Amended Agreement – Merrell-Johnson Engineering

It was MSC (Range/Brady, 5-0) to approve the agreement between Victor Valley Community College District and Merrell-Johnson Engineering, Inc. for laboratory and on-site testing services during the construction of the Eastside Public Safety Training Center as required by the Division of State Architect's Office (DSA). Fiscal Impact: Estimated at \$211,951.00, Local Bond Funded. (This funding is within the original budget of \$31,536,982.00 for the Public Safety Training Center project.)

8.2 Agreement – Frick, Frick & Jette Architects, Inc.

It was MSC (Krause/Denson, 5-0) to approve the agreement between Victor Valley Community College District and Frick, Frick & Jette Architects, Inc. to provide architectural design and engineering for campus-wide roadway and parking lot replacement. Fiscal Impact: Not to exceed \$160,000.00 – Local Bond Funded.

11. HUMAN RESOURCES

11.1 Academic Second –Year Contract Recommendation – Linda Lorena Dorn

It was MSC (Krause/Brady, 5-0) to enter into a two year- contract with Linda Lorena Dorn (Counselor) for the 2011-2012 and 2012-2013 academic years. Fiscal Impact: Budgeted item.

11.2 Academic Tenure Recommendation – Lorena Ochoa

It was MSC (Denson/Brady, 5-0) to grant tenure for all subsequent academic years to Lorena Ochoa, Counselor. Fiscal Impact: Budgeted item.

12. INFORMATION

12.1 2010 Accountability Report for Community Colleges

Submitted as an informational item.

12.2 First Reading – Revised Board Policy #3250 – Institutional Planning

Submitted as an informational item.

12.3 First Reading – Revised Board Policy #6200 – Budget Preparation

Submitted as an informational item.

12.4 First Reading – Revised Board Policy #6320 – Investments

Submitted as an informational item.

12.5 First Reading – Revised Board Policy #6340 – Contracts

Submitted as an informational item.

12.6 First Reading – Revised Board Policy #6620 – Naming of Buildings

Submitted as an informational item.

12.7 First Reading – Revised Board Policy #6700 – Civic Center and Other Facility Use

Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

13.1 Foundation – Janice Olson

13.2 Employee Groups

a) CTA - Michael Butros

b) CSEA – Fredrick Board

c) AFT Part-Time Faculty United – Kevin Crowley

14. ITEMS FOR FUTURE BOARD MEETINGS

Board members may request items to be placed on future Board meetings for a report or information.

None requested.

15. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Caitlin Thomas

16. TRUSTEE COMMENTS

With the anticipated changes expected as a result of the State's budget, Trustee Denson pledged to the community that they will do their best to make the changes/modifications as painless as possible. Trustee Krause thanked the student, Caitlin Thomas, appreciated that she came to the board meeting to voice her concerns. In response to Trustee Denson's comment, he announced that the board will work with faculty, administration, staff and students to come up with viable solutions to address the changes. Trustee Range said that everyone realizes the road ahead and that it is going to be difficult. Trustee Brady said that the high desert is experiencing an economic downturn and the pain is being felt statewide. Tickets were made available to staff and students for those interested in attending the upcoming High Desert Leaders Economic Summit March 24th. He would like to hear comments/ideas from the candidates that applied for the vacancy he recently was selected to fill, suggested inviting various congressmen and local elected officials to tour the campus and hold a rally involving the students, to invite a different pastor from somewhere in the high desert make an invocation and lastly he would like to recommend a board retreat. On behalf of Student Trustee Schmoll, Robert Sewell announced that the students collected over 2,000 letters that will be personally delivered when they attend the National Student Advocacy and Leadership conference. Student Body elections and student choice awards will be coming up in the near future. Trustee Henderson does not like to see any cuts happening however, there is not much than can be done about it. The money is just not there.

17. ADJOURNMENT

It was MSC (Krause/Brady, 5-0) to adjourn the meeting at 8:07 p.m.

Lorrie Denson, Clerk

Date Approved


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

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

TOPIC: AGREEMENT EXTENSION- SIMON SILVA

SUBMITTED BY: Patricia Bejarano-Vera, Director, Special Grant Programs

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District wishes to approve an extension for an Independent Contractor Agreement between Victor Valley Community College District and Simon Silva originally approved on December 14, 2010. This contract extension will extend the service period until June 30, 2011 and increase the budget an additional \$6,000.

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

Need:

To provide parenting workshops to GEAR UP Program schools including 5 middle schools and 2 high schools.

Fiscal Impact:

Budgeted item. Not to exceed \$6,000 – Grant Funded

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the extension for an Independent Contractor agreement between Victor Valley Community College District and Simon Silva originally approved on December 14, 2010. This contract extension will extend the service period until June 30, 2011 and increase the budget an additional \$6,000 for providing workshops to GEAR UP Program schools.

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 - CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District desires to approve the Contract Education Services' agreements listed below for the foodhandler classes that are offered through the Contract Education Department.

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

Vendor:	Income to the District
ACE High School - Helendale	\$ 300.00
Golden A Inc. Restaurant – Victorville	\$ 300.00
Fresh Wok - Fontana	\$ 300.00
Archibalds Restaurant – Victorville	\$ 300.00
Yum Yum Donuts – Victorville	\$ 300.00
Thornys Place – Victorville	\$ 300.00
Total:	\$ 1,800.00

Need:

The employees of businesses handling food in San Bernardino County are 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 agreements listed above that are being offered in the Contract Education Department.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT RENEWAL(FOURTH AMENDMENT) – CATHOLIC HEALTHCARE WEST

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

RECOMMENDED BY: Mark J. Zacovic *Mark J. Zacovic*

APPROVED BY: Christopher C. O'Hearn *Christopher C. O'Hearn*

Description/Background:

The District desires to renew the fourth 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 fourth amendment is through March 1, 2012 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 fourth 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 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 RENEWAL (FOURTH AMENDMENT) – COMMUNITY HOSPITAL OF SAN BERNARDINO

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

RECOMMENDED BY: Mark J. Zacovic *Mark J. Zacovic*

APPROVED BY: Christopher C. O'Hearn *Christopher C. O'Hearn*

Description/Background:

The District desires to renew the fourth amendment to the Education Affiliation agreement that was originally approved on March 1, 2007 between Victor Valley Community College District and Community Hospital of San Bernardino. The fourth amendment is through March 1, 2012 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 fourth amendment to the Education Affiliation agreement that was originally approved on March 1, 2007 between Victor Valley Community College District and Community Hospital of San Bernardino.

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 – MARKETING SOLUTIONS

SUBMITTED BY: Bill Greulich, Public Information Office

RECOMMENDED BY: Bill Greulich Bill Greulich

APPROVED BY: Christopher O’Hearn Christopher O’Hearn

Description/Background:

The District wishes to enter into an agreement with Marketing Solutions to provide graphic, layout, design and research assistance to the Public Information Office for events, materials, and public relations efforts for the 50th Anniversary and coordinated activities.

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

Need:

This project will assist the college Public Information Office to produce public relations and promotional projects requiring specific technical knowledge of software and graphics programs that link to local media, websites and social media outlets.

Fiscal Impact: Not to Exceed \$3000.00 – Budgeted Item

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement with Marketing Solutions in the amount of \$3,000.00 to assist with the 50th Anniversary and coordinated activities for the period of February 28, 2011 – May 30, 2011.

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 – JOURNAL COMMUNICATIONS

SUBMITTED BY: Bill Greulich, Public Information Office

RECOMMENDED BY: Bill Greulich Bill Greulich

APPROVED BY: Christopher O'Hearn Christopher O'Hearn

Description/Background:

The District wishes to enter into an agreement with Journal Communications for advertising in the Victorville Chamber Image Magazine. The Image Magazine is given and sent to businesses and individuals who are relocating in the valley. It is also issued to businesses throughout Victorville. When HR Departments are looking for materials to send to potential candidates for employment Image Magazine is one of the items utilized to introduce them to the community.

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

Need:

We advertise in this publication to introduce and inform new residents about the College. The Image Magazine has been an instrument that we have used for several years and supports our effort to enhance the image of the College. Indirectly, it supports the efforts of our local Chamber to produce this valuable marketing piece that is shared by a majority of businesses in the community.

Fiscal Impact: \$655.00 – Budgeted Item

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement with Journal Communications in the amount of \$655.00 for advertising in the Victorville Chamber Image Magazine.

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

SUBMITTED BY: Mark J. Zacovic, Vice President, Instruction & Student Services

RECOMMENDED BY: Mark J. Zacovic Mark J. Zacovic

APPROVED BY: Christopher C. O'Hearn Christopher C. O'Hearn

Description/Background:

Approval is requested for out-of-state travel to Las Vegas, Nevada to tour the University of Nevada's campus on April 29, 2011. Students participating in the field trip are registered at Victor Valley Community College and will be accompanied by staff member, Kevin Vidana-Barda and faculty member, Christine Cole. Two 8-passenger District vehicles will be used.

Need:

To acquaint transfer students with the campus.

Fiscal Impact:

Budgeted item. Not to exceed \$212

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve out-of-state travel to Las Vegas, Nevada to tour the University of Nevada's campus on April 29, 2011. Students participating in the field trip are registered at Victor Valley Community College and will be accompanied by staff member, Kevin Vidana-Barda and faculty member, Christine Cole. Two 8-passenger District vehicles will be used.

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 – ALERTUS Technologies, LLC

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith



APPROVED BY: Christopher O'Hearn



Description/Background:

The District wishes to enter into an agreement with Alertus Technologies, LLC for a campus wide emergency notification system.

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

Need:

This application was requested by campus security in order to provide proper notification of campus emergencies and campus information. The basic system is provided at no cost to campus.

Fiscal Impact: None

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Alertus Technologies, LLC.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

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

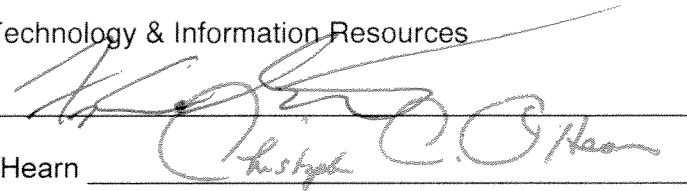
BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT - NAMESCAPE

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith

APPROVED BY: Christopher O'Hearn



Description/Background:

The District wishes to enter into an agreement with Namescape to purchase a password management system for campus faculty and staff.

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

Need:

This application is needed as part of the Microsoft migration to allow for management and maintenance of faculty and staff accounts.

Fiscal Impact: \$ 9,096.00 – Budgeted Item, Fund 71.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Namescape in the amount of \$9,096.00.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

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

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

TOPIC: AGREEMENT – ALLIANCE INTEGRATED TECHNOLOGY

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith



APPROVED BY: Christopher O'Hearn



Description/Background:

The District wishes to enter into an agreement with Alliance Integrated Technologies, Inc. to obtain solutions architecture for the Novell to Microsoft migration and implementation plan for Victor Valley College.

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

Need:

Advanced level technology support is needed for the campus Microsoft migration. The systems infrastructure currently uses (Novell) and is no longer considered to be the best solution for the needs of the campus. This requires a migration from Novell to Microsoft in order to provide the campus with Best in Class applications and support for long term operational and instructional requirements.

Fiscal Impact: NOT TO EXCEED \$60,000.00 – Budgeted Item, Fund 71.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with IMPEX Technologies, Inc. in the amount of \$60,000.00.

Legal Review: YES X NOT APPLICABLE ___

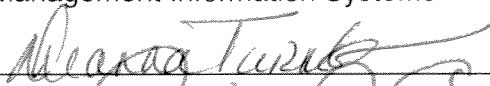
Reference for Agenda: YES ___ NO X

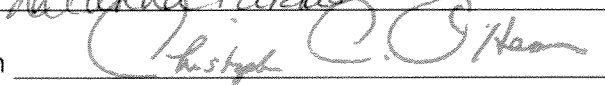
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – MARY L. NEEPER (CONSULTANT)

SUBMITTED BY: Deanna Turnbeau, Management Information Systems

RECOMMENDED BY: Deanna Turnbeau 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with independent contractor Mary L. Neeper to perform detailed analysis of and assist in the rebuilding of security class definitions in Datatel. This one-time project is vital to the continued and improved methods of assuring minimal system access, thereby, maintaining high security measures surrounding the protection of VVC student and staff academic and personal data.

Mary L. Neeper will also assist in the prioritization efforts needed for MIS staff to convert all current custom code into the Envision programming language. This will include departmental meetings with staff to defend and prioritize current custom code built as a tool utilized by their department to provide adequate and improved operations. This is a mandatory one time conversion effort required to move the Datatel system to a Sequel environment.

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

Need:

The hiring of Independent Contractors to assist with one-time projects is necessitated by MIS staff shortages. The MIS Department is currently understaffed.

Fiscal Impact: Budgeted Item, not to exceed \$20,000.

Term date: 03/21/11 – 6/30/11

Recommended Action:

This item has been approved by the Superintendent/President. It is recommended that the Board of Trustees ratify the agreement with Mary L. Neeper in the total amount of \$20,000.

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 – SITEIMPROVE, INC.

SUBMITTED BY: Deanna Turnbeau – Management Information Systems

RECOMMENDED BY: Deanna Turnbeau Deanna Turnbeau

APPROVED BY: Christopher O'Hearn Christopher O'Hearn

Description/Background:

The District wishes to enter into an agreement with Siteimprove, Inc. to purchase a five year SiteCheck subscription agreement to scan VVC website and identify any broken links, misspellings, and accessibility issues on website.

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

Need:

This will ensure that the VVC website is accurate and in compliance with Title 5. This will allow users to receive clear information provided on website, access to information provided by links, and to be ADA compliance, by providing alternative methods for receiving information from VVC website.

Fiscal Impact: \$ 4,200.00 – Budgeted Item

Term: 3/1/11 – 2/28/16

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Siteimprove, Inc. in the amount of \$4,200.00.

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: INCREASE CONTRACT AMOUNT – VAVRINEK, TRINE, DAY & CO.

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District entered into an agreement with the audit firm Vavrinek, Trine, Day & Company in May 2010 to assist in the preparation of an indirect cost proposal, so the District can negotiate an indirect cost rate through the Department of Health & Human Services. The process has been more time consuming than previously expected. As a result, the estimate of the fiscal impact was underestimated. The original contract amount was approved at \$5,300.00. The new contract amount increases this by \$9,700.00 for a total contract amount of \$15,000.00.

In order to claim portions of certain federal grants, the District is required to negotiate an indirect cost rate. Once a percentage is established, the District is entitled to take up to this percentage to cover indirect costs of administering the grant(s).

An indirect cost rate is simply a device for determining fairly and conveniently within the boundaries of sound administrative principles, what proportion of indirect cost each program should bear. Note that indirect costs are incurred for common or joint objectives and cannot be readily identified with a particular grant, contract or other activity of the organization. An indirect cost rate is the ratio between the total indirect expenses and some direct cost base. The indirect cost allocation methods used by each organization depend on its own structure, program functions, and accounting system.

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

Need:

This is a requirement under the Department of Labor, based on the Cost Principles and Procedures Required by OMB Circular A-122 (2 CFR Part 230).

Fiscal Impact: Not to Exceed \$9,700.00 for a total contract amount of \$15,000 – Fund 01 Expenditure

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Vavrinek, Trine, Day & Co. to assist the District in the preparation of an indirect cost rate proposal in an amount not to exceed \$9,700.00 for a total contract amount of \$15,000.

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: NOTICE OF COMPLETION – AIR-EX AIR CONDITIONING INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to submit for approval a Notice of Completion for Air-Ex Air Conditioning, Inc. for the Main Gymnasium HVAC Maintenance Upgrade project. This project was originally board approved on September 14, 2010.

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 for each contractor within 10 days of acceptance by the Board.

Fiscal Impact: No fiscal impact.

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees approve the Notice of Completion as submitted.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: NOTICE OF COMPLETION – MICON CONSTRUCTION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to submit for approval a Notice of Completion for Micon Construction for the Landscape Sustainability Upgrade project. This project was originally board approved on October 12, 2010.

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 for each contractor within 10 days of acceptance by the Board.

Fiscal Impact: No fiscal impact.

Recommended Action:

This item has been approved by the Interim Superintendent/President, and 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 – TOTAL COMPENSATION SYSTEMS, INC.

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Total Compensation Systems, Inc. (TCS) for the completion of an actuarial study to provide the information necessary for the District's compliance with GASB 43 and 45. TCS performed the District's last actuarial study in March 2009.

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

Need:

Fulfills legal requirement to assess the District's long-term post-employment retirement benefit costs.

Fiscal Impact:

Budgeted item from Fund 01, not to exceed \$7,900.00.

Recommended Action:

It is recommended the Board of Trustees approve the agreement with Total Compensation Systems, Inc. to perform an actuarial study in compliance with GASB 43 and 45.

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 – MEDRANO’S ASPHALT PAVING CO.

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O’Hearn 

Description/Background:

The District wishes to enter into an agreement with Medrano’s Asphalt Paving Co. to repair asphalt material on Jacaranda Road, from the bus stop to Fish Hatchery Road.

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

Need:

The asphalt material on Jacaranda Road, from the bus stop to Fish Hatchery Road, has significant areas of failure. Many of the potholes are deep enough to cause damage to vehicles when they run over them or to people if they trip over them. Without immediate repair the damage will spread into areas of the asphalt that are still in good condition and increase the costs of repair.

Fiscal Impact:

\$10,500.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President; and it is recommended that the Board of Trustees ratify the agreement with Medrano’s Asphalt Paving Co. in the amount of \$10,500.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – A & E INSPECTION SERVICES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into a three (3) year agreement with A & E Inspection Services to provide Inspector of Record services as required by the Division of State Architects for District projects as they arise. The benefit of a three (3) year agreement is to lock in the hourly rates for required inspection services with no escalation fees. This company was selected by the District through the Request for Proposal (RFP) and Interview process.

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

Need:

The Division of State Architects requires an Inspector of Record at all Community College construction projects. By entering into a long term contract, prices are set per the fee schedule with no escalation.

Fiscal Impact:

Fiscal Impact and funding source will be determined and brought to the Board on a project by project basis as determined by the fee schedule.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with A & E Inspection Services in for Division of State Architect Inspector of Record services for a three (3) year period.

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: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

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

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

Need: N/A

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X ___


Reference for Agenda: YES ___ NO X ___

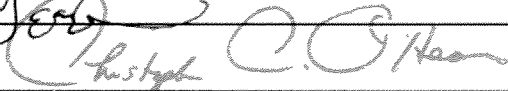
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: BOARD OF TRUSTEES BUDGET TRANSFER REQUEST REPORT

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

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 X

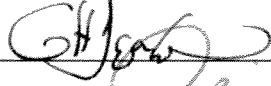
Reference for Agenda: YES ___ NO X


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: APPOINTMENT - CITIZENS' BOND OVERSIGHT COMMITTEE

SUBMITTED BY: G.H. Javaheripour, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to fill the remaining vacancy on the Citizens' Bond Oversight Committee (CBOC). Applications for a representative from the Senior Citizen Organization were reviewed at the March 16, 2011 Citizens' Bond Oversight Committee's regular meeting, and the committee is submitting for appointment Richard C. Greenwood to fill the vacancy for an initial (2-year) term. Based on Resolution 08-07, Section 5.4 which was board approved on October 14, 2008, committee members may serve no more than two consecutive terms.

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

Need:

Pursuant to Section 15278 of the Education Code, the District is obligated to establish and maintain the Committee in order to satisfy the accountability requirements of Prop 39.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees appoint for an initial (2-year) term Richard C. Greenwood representing the Senior Citizen Group, to serve on the Citizens' Bond Oversight Committee for the period of April 13, 2011 through March 31, 2013.

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 – ALPHA OMEGA WIRELESS

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Alpha Omega Wireless to supply and install end-to-end wireless networking technology for connectivity to the Eastside Public Safety Training Center project, a voter approved local bond funded project.

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

Need:

Request for proposals were opened and reviewed on January 4, 2011, for the Point to Point Wireless Broadband Solution for the Eastside Public Safety Training Center. Alpha Omega Wireless was chosen to complete the work after they completed the line-of-site survey which determined the best way to proceed in completing the installation of the wireless connectivity from the campus to the center. Alpha Omega Wireless was chosen because they offer the best value to the District. The cost of this agreement includes a two (2) year extended warranty.

Fiscal Impact:

\$56,870.46 – Local Bond Funded.

Recommended Action:

This item as been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Alpha Omega Wireless in the amount of \$56,870.46.

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 – MERRELL-JOHNSON ENGINEERING, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Merrell-Johnson Engineering, Inc. for laboratory and on site testing services during the construction of the Cell Tower as required by the Division of State Architect's office (DSA). The Cell Tower is a revenue producing project originally Board approved September 14, 2010, and New Cingular Wireless PCS, LLC will be responsible for reimbursing the District for all costs associated with testing and inspection. The fiscal impact listed below is an estimate based on the DSA approved set of construction plans; however the final fiscal impact will ultimately be based on the actual number of tests necessary as determined by the inspector to complete the project. Therefore, the fiscal impact may decrease or increase depending on the actual number of tests performed to complete the project.

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

Need:

The Cell Tower is a revenue generating project and the above services are required for all construction of State facilities.

Fiscal Impact: Estimated at: \$21,475.00 – To be reimbursed to the District.

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Merrell-Johnson Engineering, Inc. for an amount estimated at \$21,475.00, which will be reimbursed to the District by New Cingular Wireless PCS LLC, for laboratory and on site testing for the Cell Tower project.

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: SPRING VALLEY LAKE ELECTION

SUBMITTED BY: Dennis Henderson, Board President

RECOMMENDED BY: Christopher O'Hearn, Interim, Superintendent/President

APPROVED BY: Christopher O'Hearn 

Description/Background:

The Spring Valley Lake Association has sent (19) ballots (one ballot for each lots owned by the district) for election of the Spring Valley Lake Association's Board of Directors. This year three (3) candidates have chosen to run for three (3) vacant positions currently held by Derek Couse, Jeri Lawrence, and Cindi Burklow.

Need:

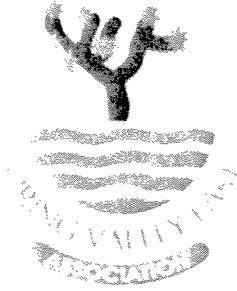
Fiscal Impact: None

Recommended Action:

It is recommended that the Board select three (3) candidates for the election of the Spring Valley Lake Association's Board of Directors.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___



12975 Rolling Ridge Drive - Spring Valley Lake, CA 92395

March 28, 2011

To: Owners at Spring Valley Lake Association

Re: **Official Notice of Annual Meeting of Members and Election of Directors**

The Annual Meeting of Members will be held as follows:

Date: Saturday, April 30, 2011
9:45 AM Registration of Hand Delivered Ballots
10:00 AM Call to Order
Location: Community Building
12975 Rolling Ridge Drive
Spring Valley Lake, CA 92395

The record date for the notice of the Annual Meeting is Friday, March 11, 2011 at 5:00 PM. If your unit closes escrow after that date, the new owner should contact the Management Office for the notice and materials.

Enclosed with this notice is the information regarding the Annual Meeting and Election of Directors. Please read the information carefully before completing your Ballot and Envelope #2 - return envelope. Any errors may disqualify your ballot. Failure to sign Envelope #2 will also disqualify your ballot.

Enclosed with this notice are the following:

- Agenda for the Meeting
- Election and Voting Information from The Inspectors of Election, LLC (TIE)
- A Candidate Forum Announcement
- Candidate Information Statements
- A Ballot for Voting in the Election of Directors
- A "Secret Ballot Envelope" for maintaining the ballot secret
- A "Registration Envelope" for returning your "Secret Ballot Envelope"

Please feel free to contact Jon Sabo, GM, Association Manager (gm@svla.com) with any questions on the Association's information. Please direct any questions about the election process or the enclosed balloting information to The Inspectors of Election, Marc Poland at 800-350-8333 or marc@theinspectorsofelection.com.

We look forward to seeing you at the Annual Meeting on Saturday, April 30, 2011.

Jon Sabo, GM, Association Manager
On Behalf of the Board of Directors

SVL Board of Directors 2011 Election Candidates

This year's election brings in 3 candidates to run for the 3 open Board of Director seats. We have 2 new candidates, Ilene Bandringa and James Bell, and 1 incumbent, Derek Couse. The seats up for election are currently held by Cindi Burklow, Derek Couse and Jeri Lawrence. Cindi and Jeri are ineligible to run for re-election as they have already served two consecutive terms as Board members. Information and ballots will be mailed out in March. You can meet the candidates on April 2 at the Equestrian Clubhouse (12660 Indian River Drive, Apple Valley) during the candidate forum. **Ballots by mail must be returned to The Inspectors of Election (TIE) by April 28. Elections will be held at the Community Building on April 30, 2011.**

DEREK W. COUSE



My name is Derek Couse and I am seeking re-election as a member of the SVLA Board of Directors. The last two years have gone by quickly but not without its challenges and many successes. As a member of the Board of Directors I was part of an important group that found new direction for our community that ultimately lead to the hiring of our current General Manager. Integrated into the change in direction of the community was a new era of transparency and openness. Accounting services were outsourced to a company that provides a web based service that is viewable to all members of the association.

There are a couple of projects that have been funded and are in the planning phases that are crucial to improving our community which need to be completed. The first is the Security Camera Project. The first phase is currently being reviewed for permitting and is ready for construction. The second phase is funded and should start shortly after first phase completion. Once completed, we will need to evaluate the performance of the system and most importantly identify and plan for the completing the project. I believe we need to provide the community with the remaining plan and cost of the project before proceeding.

The second major project for the community is the upgrade of Meadowlark Park to include a multi-use facility or what is commonly referred to as the Skate Park. The current schedule is to break ground in March and finish construction in April, hopefully before the election. The youth of this community need a safe place to gather in a positive and safe manner. I believe this park addition will provide just that.

While we have made some incredible improvements to the operations of the association that have resulted in cost savings and efficiencies, there is more work to be done. I am committed to improving the budget process as well as the refining the Repair/Replacement Provisions in the budget to keep our dues reasonable without neglecting our community as a whole.

ILENE BANDRINGA



I have lived in beautiful Spring Valley Lake since 2002 and truly believe that it is *the* best place to live in the entire High Desert. I have worked in the accounting field for over 20 years, the last 14 of which were spent working for school districts. In 2002, I changed professions and am now a technical writer.

I have served on the Architectural Committee since 2004 and have been the chairperson of that committee since 2008. Of those years, I spent the last 5 spearheading and completing the daunting task of re-writing of this community's Architectural Policies and Procedures. I have also been involved with this community indirectly through my husband, Cliff, who has served on many committees and was a Board member for 5 years.

I believe that the current Board and administration are doing a good job and I want to help continue their progress in the areas of public safety, improving the lake and controlling expenses.

One of the most important issues facing us in the near future is the potential "sunset" of our CC&R's. If we allow this to happen, our Association would cease to exist which would have a devastating effect on our community and property values. We must develop a plan to continue our Association and remain self-governing.

SVL 2011 Board of Directors Election Candidates

(Ilene Bandringa cont.)

Another important issue facing our community is the possibility of having a "big box" store at our entrance. This would negatively impact our community in many ways including increased traffic congestion, crime, and both air and water pollution. They should build at their "alternate" site instead.

I believe that SVL should set the example for the High Desert by making better use of our natural resources and, in particular, conserving water. We will not only help our own immediate environment but save money.

If elected, I will work hard to provide you with clear communication and to see that all of us get the maximum value for our assessment dollars while still maintaining the amenities that make this community not only a great place to live but provide us all with higher property values.

JAMES BELL



- Jamesbell3@verizon.com;
760-912-5556

- Age 61

- Career: Twenty-eight years with a major freight carrier; served in a host of managerial positions with numerous responsibilities, with extensive training in human resources and communication skills.

- Platform: Open, fair, and balanced on every issue, every time.

My platform is simple; however, the responsibility of my promise will never be taken lightly. If elected I expect to be held accountable, open, fair, and balanced. Communications skills are essential in all endeavors, additionally, my view is that 80% of communication is engaged, good listening. I hope to hear from you. Any questions will be addressed and concerns will be welcomed.

Sincerely,

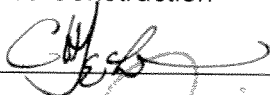
Jim

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: HOLD A PUBLIC HEARING AND APPROVE AN AGREEMENT WITH
COMPASS ENERGY SOLUTIONS

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to hold a public hearing to approve an agreement with Compass Energy Solutions to furnish all labor, materials and equipment to perform various energy efficiency projects on the Main Campus pursuant to California Government Code Sections 4217.12 – 4217.13. These projects include upgrading the Energy Management System, replacing campus exterior lighting, including parking lot lighting, and retrofitting the Allied Health mechanical systems to be supported by the Central Plant.

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

Need:

Pursuant to California Government Code Sections 4217.12 – 4217.13, the above listed projects will reduce the District's overall operational costs while enhancing services to students and staff.

Fiscal Impact:

\$1,868,547.00 – Local Bond Funded.

Recommended Action:

1. It is recommended that the Board of Trustees open and close a public hearing to accept comments regarding an agreement with Compass Energy Solutions to perform various energy efficiency projects on the Main Campus pursuant to California Government Code Sections 4217.12 – 4217.13
2. It is recommended the Board of Trustees approve the agreement with Compass Energy Solutions in the amount of \$1,868,547.00 for energy efficiency projects on the Main Campus. It is the Board's determination that completion of these energy efficiency projects pursuant to California Government Code 4217.12 and 4217.13 is in the best interest of the District.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

ENERGY SERVICES AGREEMENT

BY AND BETWEEN

Victor Valley College (VVC)

AND

Compass Energy Solutions (CES)

THIS AGREEMENT, entered into this 18th day of April 2011, ("Agreement") by and between Victor Valley College, a California Community College having its principal place of business at 18422 Bear Valley Road, Victorville, CA 92395 (hereinafter referred to as "Customer") and COMPASS ENERGY SOLUTIONS (CES), [Compass Energy Solutions, LP, a Virginia Limited Partnership], having its principal place of business at 1401 Huguenot Rd. Midlothian, VA 23113 (hereafter referred to as "Compass Energy Solutions"). The signatories of this Agreement will be collectively referred to as the "Parties".

WHEREAS, Customer wishes Compass Energy Solutions to install equipment at those of Customer's facilities described in Attachment A (the "Property") and Compass Energy Solutions wishes to so install equipment and take such actions;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:

SECTION 1 - Scope of Work

- (a) CES shall furnish all labor, materials and equipment to perform all work required for the completion of the Scope of Work set forth in Attachment B, as such Scope of Work and such Attachment may be modified in accordance with this Agreement (the "System") at the Property. The System shall include installation of equipment and all services provided as described in Attachment B. Ownership and title of the System and all its components thereof shall be transferred to Customer upon acceptance of the installation.
- (b) CES shall be responsible for disposal of all non-hazardous equipment and materials rendered useless as a result of the installation of the System. Customer shall arrange for the disposal of PCB-contaminated ballasts, if any, rendered useless as a result of the installation of the System. Customer acknowledges that the basic scope of work does not require CES to accumulate, remediate, handle, store, treat, transport, encapsulate, dispose of, or arrange for the disposal of, any hazardous substance or material, no matter how defined, whether by Federal, State or local law or regulation. Any such work shall be contracted for by means of a Change to this contract under Section under Section 6.
- (c) CES shall comply with and obtain all licenses and permits required by Federal, State and local law in connection with the installation of the energy conservation measures ("ECMs") of the System. Notwithstanding the foregoing, Customer shall be responsible for all taxes arising from or in connection with Customer's participation in this Agreement and the benefits to Customer hereunder. Customer shall reimburse CES for any taxes, permits or fees not in effect on the date of this Agreement, but for which CES may become liable during the Term of this Agreement.

SECTION 2 - Compensation and Payment

- (a) CES shall provide services for the complete turn-key implementation of the projects listed in Attachment B not to exceed: \$1,868,547.00. During the period beginning on the date of execution of this Agreement and continuing through the Date of Substantial Completion with respect to each Phase, Customer will make monthly progress payments to CES based upon the portion of the project completed at the end of each month, as respectively provided for in each separate Attachment G which relates to the Phase for which payment is being made. Following the end of each month, during each construction period of this project, CES will provide a list in sufficient detail to reasonably identify the ECMs installed during that month. Thereafter, a Delivery and Acceptance Certificate in the form attached hereto as Attachment E-1 will be executed by Customer during each month of the construction period for each Phase with respect to the ECMs or portion thereof, installed during the prior month. A final Delivery and Acceptance Certificate (Attachment E-2) shall be executed by Customer upon Substantial Completion of the installation of the ECM's with respect to each Phase. Customer shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate, which shall be deemed approved by CES if Customer has not taken action with respect to any Certificate within ten (10) days of its receipt thereof. For the purposes of this Agreement the term "Substantial Completion" shall mean that the subject ECM has been demonstrated by CES to be operating in a manner consistent with its manufacturer's intended use.
- (b) Amounts not paid to CES on the date specified in Attachment D shall accrue interest at the rate of 0.59 percent (0.59 %) per month.

SECTION 3 - Security

Ownership of and title to the ECMs referenced in each Delivery and Acceptance Certificate (Attachment E-1) will automatically transfer to the Customer upon both: (a) the delivery of each such Delivery and Acceptance Certificate and Attachment E-1 by Customer to, the execution and delivery of which shall not be unreasonably withheld or delayed, and (b) completion of all Customer's payment obligations to CES.

SECTION 4 - Schedule

The Schedule for this Agreement shall begin on the date first written above and is reflected in Attachment G. Customer shall evidence the commencement of CES's period of performance by issuing to CES a Notice to Proceed in a form substantially similar to Attachment F.

SECTION 5 - Right of Entry

Customer and CES shall mutually plan the scheduling of the work. Customer shall provide CES, and its employees, agents and subcontractors, full access to the Property for the purpose of fulfilling CES's obligations under this Agreement during the entire performance period.

SECTION 6 - Change in Work

CES may propose changes in the Scope of Work described in Attachment B, including without limitation the types or quantities of ECMs to be installed, substantially in the form of Attachment D, the Change Order Form. Customer shall not unreasonably withhold or delay approval of such change orders provided that the intent of the change is consistent with the original Scope of Work.

SECTION 7 - Warranties

CES warrants that the installation services it performs will be performed consistent with good and workmanlike practices and that such work will be free from defects in materials and workmanship for a period of one (1) year. Any manufacturer's warranties shall be assigned to Customer to the extent allowed by the manufacturer. CES DOES NOT WARRANT THAT THE SYSTEM WILL ACHIEVE ANY SPECIFIC LEVEL OF ENERGY SAVINGS. EXCEPT AS PROVIDED ABOVE,

CES MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, OR SUITABILITY FOR A PARTICULAR PURPOSE REGARDING (i) THE SYSTEM, ANY PORTION OF THE SYSTEM, OR SERVICES SUPPLIED BY CES HEREUNDER TO (ii) THE SYSTEM OR ANY PORTION THEREOF ACQUIRED BY THE CUSTOMER UNDER THIS AGREEMENT.

SECTION 8 - Customer Role

- (a) Customer shall be responsible for the handling, transportation and disposal of all hazardous wastes in strict accordance with local, State and Federal regulations. CES's Scope is predicated on the viability of this project without the requirement for removal, encapsulation, or abatement of any hazardous substances or wastes (including asbestos). In the event CES, its subcontractors, agents, or vendors encounter hazardous waste or substances (including asbestos) during performance of the work, it shall take no action but shall notify Customer of the presence of the hazardous waste or substance, and await Customer's direction as to how to proceed.
- (b) Protection. Customer shall at all times act reasonably to protect the ECMs from damage, theft or injury to the same extent and in the same manner in which it protects its other property.
- (c) Storage: Customer will provide reasonable rent free space for CES, or any of its subcontractors, to mobilize and store its supplies, tools and equipment during installation of the ECMs or other activities by CES within the Property pursuant to this Agreement for which such storage may be required. Said storage space shall be provided with locking capacity acceptable to CES. Only CES, or any of CES's subcontractors, and the Customer's assigned personnel shall have access to the storage. Customer assumes no responsibility nor will Customer provide any additional security for the storage provided.

SECTION 9 - Defaults by Customer and CES

- (a) Customer shall be in default under this Agreement upon the occurrence of any of the following:
 - (i) Customer fails to pay when due any amount to be paid under this Agreement and such failure continues for a period of ten (10) days after notice of overdue payment;
 - (ii) Customer fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Customer does not commence and diligently pursue to cure such failure and effects as soon as possible;
 - (iii) Customer goes into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against the Customer under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days; or
- (b) CES shall be in default under this Agreement upon the occurrence of the following:
 - CES fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure or effects of such failure within thirty (30) days of receipt of written notice of default, unless such failure or effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if CES does not commence and diligently pursue to cure such failure as soon as possible.

SECTION 10 - Remedies for Defaults

- (a) In the event Customer defaults under this Agreement, CES may:
 - (i) may bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of damages, (including amounts past due), and/or bring an action in equity for specific performance; and
 - (ii) without recourse to legal process, CES may terminate this Agreement by delivery of written notice of termination.
- (b) In the event CES defaults under this Agreement, Customer may terminate this Agreement and bring an action in law for damages not to exceed contract value.

SECTION 11 - Dispute Resolution

- (a) In the event of a dispute, controversy, or claim arising under or related to this Agreement, Customer shall deliver a written notice setting forth in reasonable detail the matter in question to CES. Any complaint or dispute which cannot be settled by negotiation between the Parties within sixty (60) days of such notice may upon the request of either party be submitted to mediation then arbitration pursuant to paragraph (b).
- (b) Any dispute, controversy, or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, shall, upon the request of any party, if not resolved under (a) above, be submitted to and settled by arbitration or mediation in conformance with the applicable commercial rules of the American Arbitration Association. Mediation shall be utilized prior to arbitration as the method to resolve a dispute. Any arbitration award rendered shall be final and conclusive on the parties, and a judgment therein may be entered only in a state or federal court having jurisdiction. The expense of mediation or arbitration shall be borne equally by the parties, provided that each party shall pay for and bear the cost of its own experts, evidence, and counsel.
- (c) No request for mediation, arbitration or pending arbitration shall suspend or otherwise affect the Customer's obligation to timely pay any applicable invoices submitted by CES as provided in Section 2.

SECTION 12 - Reserved

SECTION 13 - Indemnification

Each party shall indemnify and hold harmless the other party, its directors, officers, agents and employees from and against all damages, penalties, loss, claims, demands, suits, causes of action or expense (including reasonable attorney's fees) arising by reason of bodily injury or damage to third parties or their property to the extent caused by the physical negligence or willful act of the indemnifying party or any party for which it is legally responsible and not caused by the negligence or willful act of the indemnified party or any party for which it is legally responsible.

SECTION 14 - Limitation of Liability

- (a) Except to the extent the Termination Amount (if any) may be found to include such amounts, without limitation, neither party shall be liable to the other for any consequential, indirect, special or incidental damages, whether based upon warranty, negligence, strict liability, contract, by operation of law, or otherwise.
- (b) Notwithstanding any other provision of this Agreement, CES's, its officers, employees, agents, affiliates, or subcontractors' aggregate liability in contract, tort, or otherwise, without limitation, under this Agreement, shall in all cases be limited to the sum of the payments to be received by CES under Section 2 of this Agreement.

SECTION 15 - Insurance

- (a) Without limiting any of its obligations or liabilities under this Agreement, CES shall provide and maintain at its expense the following insurance coverages where reasonable market availability for such insurance exists:
 - (i) Workers' Compensation and Employer's Liability Insurance.
 - (ii) Comprehensive General Liability Insurance, including contractual: Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million; Personal Injury per occurrence, \$1 million.
 - (iii) Comprehensive automobile liability (including owned, non-owned and hired automotive equipment): Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million.
- (b) Without limiting any of its obligations or liabilities under this Agreement, Customer will, at its expense, maintain at all times during the Term of this Agreement, fire and extended coverage, public liability and product damage insurance with respect to the System and all its components thereof in such amounts, covering such risks, and with such insurers as shall be satisfactory to CES. CES shall be designated a named additional insured on such policies, and its interests shall be primary to any insurance it procures.

SECTION 16 - Agreement Interpretation and Performance

The interpretation and performance of this Agreement, and the interpretation and enforcement of the rights of the Parties hereunder, shall be in accordance with and controlled by the laws of State of California. In the event of any ambiguity or conflict in meaning, the terms of this Agreement shall not be construed against the drafting Party based upon that Party's having drafted this Agreement. All lawsuits commenced under this Agreement shall be brought in that State Court having jurisdiction over matters arising in the county in which this contract shall be performed.

SECTION 17 - Privileged and Proprietary Information

CES's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings and the terms of the Agreement for this Project shall be considered privileged and proprietary information. Customer shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. Customer shall not disclose such proprietary information without the express written consent of an officer of CES unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law ("FOIL"), Customer will provide prompt verbal and written notice to CES such that CES will have the opportunity to timely object under FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Customer is required to make a filing with any agency or other governmental body, which includes such information, Customer shall notify CES and cooperate with CES in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Customer be permitted to redact portions of such information, as CES may designate, from that portion of said filing which is to be made available to the public. It should be noted that this agreement and all attachments are public records pursuant to the CPRA and that any documents that CES wants deemed confidential will be clearly marked as such and the customer will protect to the extent allowed by law.

SECTION 18 - Severability

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

SECTION 19 - Assignments and Subcontracting

- (a) CES may elect to use subcontractors of its selection in meeting its obligations hereunder.
- (b) CES shall not assign this Agreement in whole or in part to any other party without first obtaining the consent of Customer, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CES may assign, without obtaining the consent of Customer, its rights and obligations under this Agreement in whole or in part to any affiliated or associated company of CES and its rights under this Agreement to any financial institution, lender or investor in connection with a leasing or financing arrangement for the System. CES will notify Customer thirty (30) days prior to any such assignment.

SECTION 20 - Waiver

The failure of either Party, at any time or times, to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to future enforcement of that right or obligation, or any other right or obligation under this Agreement.

SECTION 21 - Force Majeure

(a) If either Party shall be unable to carry out any part of its obligations under this Agreement (except Customer's obligation to make payments when due) due to causes beyond its control ("Force Majeure"), including but not limited to an act of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States or any state or any of their departments, agencies, or officials, or any other civil governmental, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, or explosion or nuclear emergency, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:

- (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;
- (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- (iii) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;
- (iv) the non-performing Party uses reasonable efforts to remedy its inability to perform; and
- (v) the Term of this Agreement, at CES's option, shall be extended for a period equal to the number of days that the Force Majeure prevented the non-performing Party from performing.

(b) Any decision by Customer to close or change the use of the facilities at the Property shall not constitute a Force Majeure excusing Customer's performance under this Agreement.

SECTION 22 - Contract Documents

- (a) Upon execution of this Agreement by both Parties, this Agreement will become the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, prior agreements and all other communication, oral or written, between the Parties relating to the subject matter of this Agreement.
- (b) Headings are for the convenience of reference only and are not to be construed as a part of the Agreement.
- (c) In addition to any other legal effect intended by the signature of Customer on this Agreement, such signature also constitutes representation by Customer that the individual signing on behalf of Customer is authorized to bind Customer as provided under this Agreement.

SECTION 23 – Independent Contractor

Nothing in this Agreement shall be construed as reserving to Customer any right to exercise any control over or to direct in any respect the conduct or management of business or operations of CES's on the Property. The entire control or direction of such business and operations shall be in and shall remain in CES, subject only to CES's performance of its obligations under this Agreement. Neither CES nor any person performing any duties or engaged in any work on the Property on behalf of CES shall be deemed an employee or agent of Customer.

The Customer and CES are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

SECTION 24 - Notices

All notices and other communication under this Agreement (other than regularly scheduled monthly payments) shall be deemed properly given upon receipt if delivered in person or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To CES:
Compass Energy Solutions LP

Attention: Fred Ghahramani

To Victor Valley College:

Attention: Stephen R. Garcia

Either Party may change such address from time to time by written notice to the other Party.

SECTION 25 -Third Party Beneficiaries

Except as may be specifically provided for in this Agreement, the Parties hereto do not intend to create any rights for, or grant any remedies to, any third party beneficiary of this Agreement.

SECTION 26 - Representations and Warranties

Each Party warrants and represents to the other that:

- (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) Its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, as to *CES*, its organic instruments and, as to Customer, by all requisite municipal, board, or other action and are not in breach of any applicable law, code or regulation; this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes each Party's legal, valid and binding obligation;
- (c) Its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.
- (e) The persons executing this Agreement are fully authorized by law to do so.
- (f) In addition, Customer warrants and represents to *CES* that Customer has obtained or shall obtain all necessary governmental, legal, administrative and any other approval necessary for it to enter into this Agreement.

SECTION 27 - Notifications of Governmental Action - Occupational Safety and Health

The Parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of federal, state or local law, relating in any way to the undertakings of either Party under this Agreement.

SECTION 28 - References

Unless otherwise stated all references to a particular Attachment or to Attachments herein are to the referenced Attachment or Attachments which are attached to this Agreement and all such referenced Attachments are incorporated by reference within this Agreement. All references herein to a Section shall refer to a Section of this Agreement unless this Agreement specifically provides otherwise.

SECTION 29 - Approval

This Agreement shall not be executory until all necessary State or local approvals are obtained.

STANDARD TURNKEY CONTRACT

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

Victor Valley College

Compass Energy Solutions



(Name) _____

(Name) Fred Ghahramani

(Title) _____

(Title) President & CEO

Date: _____

Date: 3/21/11

ATTACHMENTS:

ATTACHMENT A - PROPERTY DESCRIPTION

ATTACHMENT B – DESCRIPTION OF THE SYSTEM

ATTACHMENT C – SCHEDULE OF PAYMENTS

ATTACHMENT D – CHANGE ORDER FORM

ATTACHMENT E-1, E-2 - DELIVERY AND ACCEPTANCE CERTIFICATES

ATTACHMENT F – NOTICE TO PROCEED

ATTACHMENT G – PERFORMANCE SCHEDULE

ATTACHMENT A

PROPERTY DESCRIPTION

The following facilities, areas and operations at the Customer's facilities are included in the Scope of Work detailed in Attachment B and, for the purposes of this Agreement, constitute the Property:

1. Exterior and parking lot lighting of the campus located at 18422 Bear Valley Road, Victorville, CA 92395.
2. Interior space (classrooms, hallways and offices) for installation of occupancy sensors.
3. Allied Health building for mechanical improvement.
4. Campus wide various facilities for upgrading Energy Management System.

ATTACHMENT B

DESCRIPTION OF THE SYSTEM

The following pages provide a description of the System to be installed by CES at the Property. Installation of the System is subject to change if CES discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate.

Exterior lighting Scope of Work (SOW): It was observed that exterior lighting and street lights are inefficient and are mostly HID lamps with inefficient and out dated ballasts. Energy savings and maintenance savings can be achieved with retrofitting these lights to fluorescent technology, mainly T-5, 51 watt and CF-42/33 and CF-32/27. Furthermore the current lamps (High Pressure Sodium and Metal halide) do not provide good color rendition for security reasons. CES recommends replacing the current HID lamps with new technology T-5 51 watt softlite series lamps. Regardless of the strategy used to replace these lamps you will immediately reduce your lighting energy used by over 50 to 70 % as a result of doing this measure. An additional benefit of using this type of lamp is that the replacement cycle is extended by over 30 % as the life is rated at 30,000 hours. There has been no appreciable loss of lighting levels due to the use of the T-5 51 watt lamp verses the existing HID lamps due to the better quality gas technology used for this lamp. Using the T-5 lamps actually reduces cost, due to longer life maintenance savings and longer life cycle time resulting in reduced cost of disposal. SCE rebates are available for switching to this lamp technology. Please see attached line-by-line for details of this SOW.

Occupancy sensors (SOW): Existing interior lighting at VVC is primarily T-8 two lamps per fixture fluorescent lighting at 54 watts. There are also limited numbers of 3 lamp fixtures. CES is not recommending retrofitting these fixtures, as the savings do not support this initiative. However; CES has identified approximately 397 occupancy sensors. These sensors will greatly enhance the existing interior lighting system and will reduce energy consumption when the rooms are not occupied. Please see attached line-by-line for details of this SOW

HVAC System:

Eliminate Allied Health Building's 40 ton chiller and boiler then Connect to the Central Plant's chilled water and hot water loops (SOW):

CES observed that the 40 ton Split System and the boiler currently serving this building are in need of replacement. We recommend disconnection of these units and use the chilled water and hot water loops from the Central Plant, just outside this facility to provide cooling and heating capacity for this building. Energy and maintenance cost savings will be realized for many years to come.

Energy Management System (SOW):

The current EMS (Honeywell with TAC System) is an old and outdated proprietary system that eventually, in a few years will become obsolete and the controls will gradually become manual. It is expensive to obtain parts and service to maintain this system. The existing EMS screen shots were used as the basis for the equipment counts for monitoring and controls being proposed. CES recommends using the existing conduit and upgrading this proprietary EMS system to an open architecture EMS system that allows any manufacturer that supports ASHRAE 135 to service and interface with the new EMS hardware. CES will upgrade all DDC controllers and room sensors. We will also install all room sensors with a passive infra red sensor (PIR) to allow the EMS system to automatically shut down any area not currently occupied.

The new EMS will provide many benefits to the college to save time and energy usage. These include:

- GUI will provide the ability to schedule 1 room, 1 building or the entire site with a single click of the mouse. This will provide significant savings as the current EMS will not allow this.
- EMS control of the Street Lighting: Street lights can be scheduled to minimize usage saving energy and longevity of bulbs.
- Open protocol will allow any vendor and any control manufacturer to add, maintain, and service the system. Current proprietary system locks in one manufacturer and you are forced to stay with the vendor according to his pricing and service.
- Ethernet level controllers eliminate buried RS485 cables. This will remove any and all problems with buried cable and will prevent communication problems in one building effecting system wide communication and speed. This will also help reduce or eliminate service calls due to system performance or communication issues.
- New Ethernet system will reside on existing campus LAN switches and routers.
- Web enabled GUI will allow password protected access to schedules, graphics, and trend logs from any browser (computer / ipad / pda / cell phone). This will allow the onsite tech to modify or monitor the system from anywhere on campus.

New EMS will control the following:

Gym	3 units
LRC/Library	2 units
Academic Commons	1 unit, 18 VAV's
Student Activity	1 unit, 45 VAV's
Student Services #1 & #2	12 units, 8 VAV's
Performing Arts	1 unit, 10 VAV's
Counseling Admin	2 units, 24 VAV's
Music	7 units
Advance Tech	3 units, 49 VAV's
Art	7 units
Liberal Arts	5 units, 32 VAV's
Science/Planetarium	4 units, 29 zones
Central Plant	2 chillers, 2 boilers, 2 towers, electrical room
Child Development	7 units
Outdoor street lighting	272
Allied Health	2 units

ATTACHMENT C

SCHEDULE OF PAYMENTS

Compass Energy Solutions

Project: Victor Valley College Payment Schedule April 1, 2011


Payments Schedule	% of Project	Dollar Amount	Invoice Date
Total Project Cost	100%	\$ 1,868,547	
MOBILIZATION			
Total Mobilization	25.0%	\$ 420,423	4/15/11
Less 10% retention			
PROGRESS 1			
Total Progress 1 @ 60%	35.0%	\$ 588,592	9/1/2011
Less 10% retention			
PROGRESS 2			
Total Progress 2 @ 100%	40.0%	\$ 672,677	2/1/2012
Less 10% retention			
PROGRESS 3			
Retention	10.0%	\$ 186,855	2/15/2012
TOTAL PAYMENT			
Total Payment Including Retention	100.0%	\$ 1,868,547	


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

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

TOPIC: ADOPT A RESOLUTION FOR CENTER STATUS FOR THE VICTOR VALLEY COMMUNITY COLLEGE EASTSIDE PUBLIC SAFETY TRAINING CENTER AND WESTSIDE WORKFORCE DEVELOPMENT CENTER

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to adopt a resolution to approve the Center Status applications of the Victor Valley Community College Eastside Public Safety Training Center and Westside Workforce Development Center.

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

Need:

Adoption of a resolution is the first step required by the California Community College Chancellor's Office in obtaining Center Status. Establishing Center status will enable the District to move forward with the required process in obtaining state capital outlay funds, maintenance costs and base allocation of \$1 million per year to operate the centers.

Recommended Action:

It is recommended the Board of Trustees adopt the resolution to approve the submission of applications for Center Status to the California Community College Chancellor's Office for the Eastside Public Safety Training Center and Westside Workforce Development Center as submitted.

Fiscal Impact: No Fiscal Impact.

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

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

BEFORE THE BOARD OF TRUSTEES
OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 11-01

RESOLUTION SUBSTANTIATING APPLICATION TO THE CALIFORNIA
COMMUNITY COLLEGE CHANCELLOR'S OFFICE
FOR THE
EASTSIDE AND WESTSIDE EDUCATIONAL CENTERS

WHEREAS, the Board of Trustees of the Victor Valley Community College District of San Bernardino County, State of California, has declared the Eastside and Westside Educational Center Status applications and approvals as priority items;

WHEREAS, the District has completed its due diligence in determining these educational centers to be necessary to serve the students within the District;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Trustees of the Victor Valley Community College District approve the applications to the State of California to achieve official educational center status for the Eastside and Westside locations.

PASSED AND ADOPTED this 12 day of April 2011 by the following vote of the Board of Trustees; to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: _____

Clerk of the Victor Valley Community College Board of Trustees


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: FOUNDATION DONATIONS

SUBMITTED BY: Ginger Ontiveros, Victor Valley College Foundation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$39,373.45 and transferred \$105,033.90 in student scholarships for a total cash contribution of \$144,407.35. Total contributions from the Foundation for December 2010 – February 2011 are \$144,407.35 to the District.

Need: N/A

Fiscal Impact: \$144,407.35 to the District

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

WC FOUNDATION SUPPORT TO WC
Expenditures Made From Cash Donations
December 2010

<u>Project Description</u>	<u>Post date</u>	<u>Trans. Amount</u>	<u>Account Description</u>	<u>Reference</u>
Paramedic Academy	12/17/10	\$ 545.94	Awards & Recognition	Pramedic Graduation Plaques and Announcements
Paramedic Academy	12/17/10	\$ 275.00	Outside Labor	Paramedic Academy Graduation
Paramedic Academy	12/17/10	\$ 275.00	Outside Labor	Paramedic Academy Graduation
Paramedic Academy	12/07/10	\$ 1,085.17	Equipment / Supplies	Credit Card Charges
Paramedic Academy	12/07/10	\$ 100.00	Professional Services	EMT Academy Graduation
Paramedic Academy	12/07/10	\$ 446.42	Awards & Recognition	Reimbursement for Graduation Awards
Paramedic Total:		\$ 5,496.73		
Soccer	12/17/10	\$ 103.53	Travel	Account #01-00-20-6676-0000-5525
Soccer	12/17/10	\$ 229.00	Awards & Recognition	Reimbursement for Soccer Banquets
Soccer	12/07/10	\$ 80.00	Dues & Subscriptions	Reimbursement for Soccer Membership Fees
Athletics Total:		\$ 412.53		
GRAND TOTAL:		\$ 36,245.32		

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
January 2011

Project Description	Post date	Trans. Amount	Account Description	Reference
Softball Fund	01/25/11	\$ 2,170.00	Equipment / Supplies	Softball Uniforms & Equipment
Athletics Total:		\$ 2,170.00		
Fire Technology Program	01/11/11	\$ 121.20	Hospitality	Coffee Service for Fire Tech
Fire Technology Program	01/11/11	\$ 186.66	Repair & Maintenance	Fire Tech Service
Fire Technology Program	01/25/11	\$ 226.40	Office Expense	Reimbursement for Office Toner
Fire Tech Total:		\$ 534.26		
Friends of the Library	01/05/11	\$ 2,781.18	Repair & Maintenance	Reupholster Library Couches
Friends of the Library Total:		\$ 2,781.18		
Fall - Even Nursing Class	01/19/11	\$ 2,441.76	Printing	Nursing Yearbooks
Nursing Total:		\$ 2,441.76		
Charles A. Peterson Memorial - Growth	01/27/11	\$ 500.00	Scholarships	Spring Scholarship Balances 2011
General Scholarship Clearing Fund	01/05/11	\$ 129.82	Scholarships	Credit Card Charges-Phlebotomy Testing
General Scholarship Clearing Fund	01/19/11	\$ 1,750.00	Scholarships	Scholarships Received thru 1/14/11
General Scholarship Clearing Fund	01/25/11	\$ 210.00	Scholarships	Credit Card Charges-Mike McKay Scholarship
General Scholarship Clearing Fund	01/11/11	\$ 6,276.49	Scholarships	Scholarships Received thru 1/6/11
General Scholarship Clearing Fund	01/27/11	\$ 49,175.00	Scholarships	Spring Scholarship Balances 2011
PREPAID-Victorville Elks Lodge	01/27/11	\$ 1,000.00	Scholarships	Spring Scholarship Balances 2011
Scholarships Total:		\$ 59,041.31		
Grants - General	01/25/11	\$ 94.92	Grants Awarded	Credit Card Charges
Grants - General	01/25/11	\$ 3,550.00	Grants Awarded	Mechanics Collaborative Outreach
Grants - General	01/06/11	\$ 3,250.00	Grants Awarded	Mechanics Collaborative Outreach
Grants Total:		\$ 6,894.92		
Paramedic Academy	01/05/11	\$ 82.39	Travel	Credit Card Charges
Paramedic Total:		\$ 82.39		
GRAND TOTAL:		\$ 73,945.82		

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
February 2011

Project Description	Post date	Trans. Amount	Account Description	Reference
Baseball Fund	02/02/11	\$ 37.29	Equipment / Supplies	Reimbursement for supplies and pitching wedge
Softball Fund	02/11/11	\$ 48.94	Advertising	Reimbursement for Softball Banner
Golf Team	02/22/11	\$ 448.97	Travel	Hotel Rooms for Golf Team Tournament
Athletics Total:		\$ 535.20		
Fall - Even Nursing Class	02/01/11	\$ 163.93	Equipment / Supplies	Reimbursement for NP1 Luncheon
Fall - Even Nursing Class	02/02/11	\$ 301.00	Meals	Payment for Baja Taco for Nursing Lunch
Fall - Even Nursing Class	02/22/11	\$ 558.52	Printing	Nursing Yearbooks
Nursing Alumni	02/02/11	\$ 443.70	Equipment / Supplies	Reimbursement for Nursing Alumni Shirts
Nursing Total:		\$ 1,467.15		
General Scholarship Clearing Fund	02/04/11	\$ 12,138.86	Scholarships	Scholarships Received thru 2/4/11
General Scholarship Clearing Fund	02/11/11	\$ 1,000.00	Scholarships	Manuel M. Griggs xxx-xx-8701
General Scholarship Clearing Fund	02/11/11	\$ 6,575.00	Scholarships	Scholarships Received thru 2/10/11
PREPAID-Willmas Charitable Trust	02/11/11	\$ 9,000.00	Scholarships	Scholarships Received thru 2/10/11
Scholarships Total:		\$ 28,713.86		
Grants - General	02/22/11	\$ 3,500.00	Grants Awarded	Mechanics Collaborative Outreach
Grants Total:		\$ 3,500.00		
GRAND TOTAL:		\$ 34,216.21		


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – BEINSCHROTH FAMILY TRUST

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Beinschroth Family Trust for the purchase of 281 acre feet of water. The District has 2 wells on the VVC campus. Under the terms with the Watermaster, and court ordered adjudication, we are allowed to pump up to a total of 144 acre feet of water from the two wells per year. Due to the irrigation demands and the maintenance of the upper campus lake, we pumped 355 acre feet from the Alto subarea. The amount of overproduction is 211 acre feet.

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

Need:

The District incurred a makeup obligation of 211 acre feet from the Alto subarea. The District has the option of either paying the Watermaster for that overdraft, at a cost of \$395.00 per ac/ft, or the District can purchase free production from other producers in that subarea at a reduced cost per ac/ft. The attachment is the agreement to make that purchase from Beinschroth Family Trust. In accordance with the Watermaster, the District is required to purchase additional water above our base obligation of 211 acre feet. This additional water is equal to 70 acre feet, for a total purchase of 281 acre feet of water. The District is purchasing 281 acre feet of free production from Beinschroth Family Trust at \$280.00 an acre foot.

Fiscal Impact:

Total - \$78,680.00 – Budgeted Item
(If we paid Watermaster for 211 ac/ft- \$83,345.00)

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Beinschroth Family Trust for the purchase of 281 acre feet of water in the amount of \$78,680.00 as submitted.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

ASSIGNMENT OF CARRYOVER RIGHT IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS AGREEMENT

This is a legally binding agreement. Read it carefully.

Date: 3-14-11

Buyer VICTOR VALLEY COMM. COLLEGE DIST., herein called Buyer, shall pay the sum of \$78,680.00 for purchase of 281 Acre feet of carry over rights held in the name of BEINSCHROTH FAMILY TRUST (seller) in the Alto Subarea of the Mojave Water Agency.

Terms: This agreement is due and payable at the time accepted by Watermaster. This is an all cash purchase transaction. Buyer shall pay the full payment of \$78,680.00 in the form of a check made out to:

A. J. BEINSCHROTH
18794 SENTENAC RD.
APPLE VALLEY, CALIF. 92307

This transfer is subject to and conditioned upon the filing and acceptance by the Watermaster of Document, "REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS". In the event the Watermaster does not accept the transfer, this sale is immediately rescinded and all obligations of Buyer and Seller related to this agreement are revoked.

Time is of the essence in this agreement.

Acceptance: Buyer's signature hereon constitutes an offer to purchase from Seller the water rights described above. Seller's signature constitutes an offer to sell to Buyer the above - described water rights. The signatures of all parties hereto shall be obtained on the Watermaster Form "REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS". (EXHIBIT "I").

X BUYER: _____ DATE: _____

SELLER: AJ Beinschroth DATE: 3-14-11

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2010.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

For a valuable consideration, in the amount of \$ 280.00 per acre-foot receipt of which is hereby acknowledged, BEINSCHROTH FAMILY TRUST ("Transferor") does hereby assign and transfer to VICTOR VALLEY COMMUNITY COLLEGE DISTRICT ("Transferee") Carryover Right of 281 acre-feet in ALTO Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2011, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: _____

TRANSFEE

VICTOR VALLEY COMM. COLLEGE DISTRICT
18422 BEAR VALLEY RD.
VICTORVILLE, CALIF. 92395

(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

CHRIS HYLTON

VICTOR VALLEY COMM. COLLEGE DIST.
18422 BEAR VALLEY RD., VICTORVILLE CA. 92395

Address

Telephone No. of Designee: 760-245-4271
EXT. 2472

TRANSFEROR

BEINSCHROTH FAMILY TRUST
18794 SENTENAC RD.
APPLE VALLEY, CALIF., 92307

(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:

A. J. BEINSCHROTH

18794 SENTENAC RD.
APPLE VALLEY, CALIF. 92307

Address

Telephone No. of Designee: 760-242-2101

Exhibit "F"

1-1

Page 1


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – APPLE VALLEY RANCHOS WATER CO.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Apple Valley Ranchos Water Co. for the installation of a water main extension, including materials, labor and necessary permit fees.

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

Need:

The Eastside Public Safety Training Center is a local bond funded project approved by the voters in the November 2008 election. The above services are required to provide the necessary potable water to support the Eastside Public Safety Training Center and its educational programs.

Fiscal Impact:

\$519,327.70 – Local Bond Funded (This funding is within the original budget of \$31,536,982.00 for the Eastside Public Safety Training Center project.)

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Apple Valley Ranchos Water Co. in the amount of \$519,327.70 for the installation of a water main extension as submitted.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

APPLE VALLEY RANCHOS
WATER CO.

P.O. BOX 7005
21760 OTTAWA ROAD
APPLE VALLEY, CA 92307
(760) 247-6484 • FAX (760) 247-1654



March 3, 2011

Victor Valley College
18422 Bear Valley Rd.
Victorville, California 92392

Re: Preliminary Contract and Invoice
Attention: Al McQuilkin
Project: 4110AC02/4110CP03-VVCD Eastside Public Safety Training Center
Located at: 19190 Navajo Rd., Apple Valley Ca. 92392

Dear Mr. Palazzola:

The actual cost to install the facilities to serve your project as listed above is **\$519,327.70**. The cost breakdown is shown in Exhibit "B" which is located on page 5, 6 & 7 of the contract.

Attached you will find two copies of the preliminary main extension contract and an invoice. Please sign both copies of the contract and return them to us along with your payment in the amount of \$519,327.70. Upon receipt of payment we will return a fully executed preliminary contract for your records and schedule our contractor to start your project.

Please feel free to contact me if you have any questions at 760-240-8314.

Sincerely,

A handwritten signature in cursive script that reads "Greg Miles".

Greg Miles
Apple Valley Ranchos Water Company

Remit To:
Apple Valley Ranchos Water Co.
PO Box 7005
21760 Ottawa Rd
Apple Valley CA 92307

Date: 3/3/2011
Account: 13735
Page: 1

Billing Address:
VICTOR VALLEY COLLEGE
VICTOR VALLEY COLLEGE
ATTN: SWITCHBOARD
18422 BEAR VALLEY ROAD
VICTORVILLE CA 92392

Customer Address:
VICTOR VALLEY COLLEGE
ATTN: SWITCHBOARD
18422 BEAR VALLEY ROAD
VICTORVILLE CA 92392

Please be advised that your account has been debited or back-charged as follows:

<u>Date</u>	<u>Number</u>	<u>Type</u>	<u>Item</u>	<u>Due Date</u>	<u>Remark</u>	<u>Amount</u>
3/3/2011	174633	Invoice	001	3/3/2011	W.O. Deposit J#4110AC02	433,490.33
			002	3/3/2011	Supp. Fac Fee J#4110AC02	12,000.00
			003	3/3/2011	Water Acquis. Fee J#4110AC02	17,500.00
			004	3/3/2011	W.O. Deposit J#4110CP03	56,337.37
					Total Amount Invoiced	519,327.70
					Balance Due	519,327.70

PRELIMINARY MAIN EXTENSION CONTRACT

**JOB #: 4110AC02
4110CP03**

UTILITY: **Name:** Apple Valley Ranchos Water Co.
 Address: P.O. Box 7005, Apple Valley, CA 92307

APPLICANT: **Name:** Victor Valley Community College District
 Address: 18422 Bear Valley Road
 Victorville, Ca 92395

PRELIMINARY STATEMENT: This contract is entered into pursuant to the requirements of and in accordance with the various applicable provisions of the Utility's Main Extension Rule (hereinafter referred to as the "Rule") in effect and on file with the California Public Utilities Commission ("CPUC"), a copy of which is available upon request. This contract does not require specific authorization of CPUC to carry out the contract terms and conditions.

PURPOSE OF CONTRACT: Applicant hereby applies for a water main extension. The facilities or work described in attached Exhibit B shall be installed or performed by Utility and those described in Exhibit C installed by Applicant and conveyed to the Utility. Such facilities will be used for the purpose of furnishing public utility water service to that certain property whose location is described below and/or delineated on the map attached as Exhibit A and known as:

**Main Extension for VVCCD Eastside Public Safety Training Center
located at 19190 Navajo Road, Apple Valley**

Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the facilities or performing work described in attached Exhibit B, and when the facilities or work described in Exhibit B has been completed, and the facilities described in Exhibit C are complete and accepted by Utility, and, if Applicant elects Option 2 with respect to Section C.1.f., the requirements of the Main Extension Contract For Supplemental Water Acquisition Fee Paid Under Option 2 have been met, will provide utility service in accordance with Utility's tariffs.

FACILITIES TO BE INSTALLED:

1) Subject to Refund (Section C.2)

a) Distribution System (Applicable - Non-Applicable)

Applicant shall advance the amount of \$ 434,490.33 to cover the cost of distribution facilities or work performed described in Exhibit B pursuant to Section C.1.a. of Rule, which amount includes \$ 1,000.00 which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule. The portion of such cost to be treated as an Advance Subject To Refund shall not exceed \$ 0.00.

b) Special Facilities (Applicable - Non-Applicable)

Applicant shall advance the estimated cost of special facilities (other than fire protection) described in Exhibit B or C pursuant to Section C.1.b. of Rule, which is \$ 0.00. The number of lots and customers to be served by these special facilities shall be considered to be N/A

PRELIMINARY MAIN EXTENSION CONTRACT Cont'd

FACILITIES TO BE INSTALLED (Continued)

c) Supply Facilities Fee (Applicable - Non-Applicable)

Applicant shall advance the amount of \$ 12,000.00, the cost of supply facilities fee described in Exhibit B pursuant to Section C.1.e. of Rule. This amount is for 15 5/8" Meter Equivalents, which is spread over 1 parcels.

d) Supplemental Water Acquisition Fee (Applicable - Non-Applicable) (Option 1 – Option 2)

Applicant shall advance the amount of 17,500.00, the cost of supplemental water acquisition fee described in Exhibit B pursuant to Section C.1.f. of Rule, paid prior to completion of the project according to Option 1. This amount is for 1 residential lots and commercial, industrial, or other meters with 5 acre feet average residential water use equivalents based on the water use of a similar business or facility. If Applicant elects to pay the fee under Option 2, a separate Main Extension Contract For Supplemental Water Acquisition Fee Paid Under Option 2 must be executed.

2) Not Subject to Refund

a) Fire Protection (Applicable - Non-Applicable)

If the distribution system is designed to meet fire flow requirements in excess of the minimum fire flow contained in Section VIII 1(a) in CPUC General Order No. 103, as ordered by Decision No. 82-04-089 dated April 21, 1982, Applicant shall pay, as a contribution in aid of construction pursuant to Section D.2 of Rule, the increase in cost of the distribution mains necessary to meet such higher fire flow requirements. The amount of such cost, included in either Exhibit B or Exhibit C, is \$ 56,587.37.

If private fire protection services or other facilities are included in the distribution system for which the customer is responsible for the cost and which Utility will own pursuant to Rule 16 – Service Connections, Meters, and Customer's Facilities, Applicant shall pay, as a contribution in aid of construction, the cost of those facilities. The amount of such cost, included in either Exhibit B or Exhibit C, is \$ 0.00.

b) Special Facilities (Applicable - Non-Applicable)

If facilities other than mains or hydrants are required to provide supply, pressure, or storage primarily for fire protection service, or portion of such facilities allocated in proportion to the capacity designed for fire protection purposes, Applicant shall pay, as a contribution in aid of construction pursuant to Section D.3. of Rule, the estimated or allocated cost of special facilities primarily required to provide fire protection service, which is \$ 0.00.

c) Plant Facilities (Applicable - Non-Applicable)

Pursuant to Section C.1.d. of Rule, if, in the opinion of the utility it appears that a proposed main extension will not, within a reasonable period, develop sufficient revenue to make the extension self-supporting, or if for some other reason it appears to the utility that a main extension contract would place an excessive burden on customers, the utility may require nonrefundable contributions of plant facilities from developers in lieu of an advance subject to refund. Applicant agrees to contribute the amount of \$ 0.00 to cover the cost of facilities described in said Exhibit B before construction of the main extension is commenced, subject to

PRELIMINARY MAIN EXTENSION CONTRACT Cont'd

revision of the amount advanced pursuant to Section A.6.e. of Rule. Applicant agrees to pay the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule, such cost to be treated as a contribution.

REFUNDS

The amount Advanced Subject to Refund shall be refunded pursuant to Section C.2. of Rule. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to Applicant.

ADJUSTMENT TO COST AND UTILITY'S RIGHT TO OFFSET: Amounts advanced or contributed are subject to adjustment pursuant to Section A.6.e. of Rule and Utility shall have the right to offset against any refunds payable hereunder, the amount of any indebtedness then due or owing by Applicant to Utility.

CONDITIONS: The Utility will not be required to make extensions under this Contract where the easements, rights-of-way or streets are not kept free from other interfering construction of street work during installation of said water system. Applicant agrees to use its best efforts to assist Utility to obtain any and all permits or other governmental authorizations which may be required for the installation of the facilities. Applicant will provide any easements or rights-of-way required for the installation prior to construction.

SUCCESSORS AND ASSIGNS: The obligations of the applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective Parties hereto.

JURISDICTION OF PUBLIC UTILITIES COMMISSION: This Contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California or as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The effective date of this Contract shall be March 3, 2011.

PRELIMINARY MAIN EXTENSION CONTRACT Cont'd

SIGNATURE PAGE:

Dated: _____, 20__

By: _____

Scott Weldy
Authorized Representative of:
Apple Valley Ranchos Water Company

Title: Vice President/General Manager

Dated: _____, 20__

By: _____

Print Name: _____
Authorized Representative of: Victor Valley Community
College District

Title: _____

Preliminary
Job# 4110AC02
EXHIBIT "B"

Distribution Facilities

Yellow Legend:

2690 LF 16" PC350 DIP Main	\$255,550.00
128 LF 12" PC350 DIP Main	\$9,600.00
10 EA 16" Butterfly Valve	\$55,000.00
4 EA 12" Butterfly Valve	\$18,000.00
4 EA 2" Temp Blow Off	<u>\$7,200.00</u>
Subtotal	\$345,350.00

Green Legend:

18 LF 12" PC350 DIP Main	\$1,350.00
5 LF 4" PC350 DIP Main	\$500.00
2 EA 16" Butterfly Valve	\$11,000.00
1 EA 12" Butterfly Valve	\$4,500.00
1 EA 4" Gate Valve	\$2,000.00
3 EA 6" FH Bury	\$12,000.00
3 EA 8" FH Gate Valve	\$7,500.00
3 EA 8" FH Run	\$3,000.00
1 EA 3" Water Service Assembly	<u>\$6,000.00</u>
Subtotal	\$47,850.00

Cost Breakdown

Total Construction Cost	\$393,200.00
Permitting	\$500.00
Plan Check Deposit	\$1,000.00
Inspection	\$11,912.40
Misc. Costs (Reproduction, Fed-Ex, Lab Fees)	\$200.00
AVRWC Field/Office Labor	\$6,442.23
Transportation Clearing	\$169.66
Tools/Equipment Clearing	\$423.64
Overhead	\$20,642.40
Total	\$434,490.33

Preliminary
Job# 4110AC02
EXHIBIT "B" (Continued)

Supply Facilities Fee Breakdown

1 EA. 3" Meter = (15) 5/8" Meter Equivalents
15 x \$800 per 5/8" Meter Equivalent \$12,000.00

Water Acquisition Fee

5 acre feet (average yearly water usage)
5 acre feet x \$3,500/ acre foot \$17,500.00

The cost of the construction, supply facility fee and water acquisition fee is \$463,990.33
The cost of the above items is refundable \$463,990.33
Plan Check Deposit already received \$ (1,000.00)
Balance Due **\$462,990.33**

Preliminary
Job# 4110CP03
EXHIBIT "B"

Distribution Facilities

Green Legend:

45 LF 8" PC350 DIP Main	\$3,375.00
2 EA 8" Gate Valve	\$6,000.00
2 EA 8" Water Meter Assembly	\$11,000.00
2 EA 8" Water Meter (installation only)	<u>\$1,000.00</u>
Subtotal	<u>\$21,375.00</u>

Cost Breakdown

Construction Cost	\$21,375.00
Permitting	\$0
Plan Check Deposit	250.00
Inspection	\$1,323.60
Material 2 ea. 8" Special Fire Meters	\$26,388.02
Misc. Costs (Reproduction, Fed-Ex, Lab Fees)	\$0
AVRWC Field/Office Labor	\$4,314.99
Transportation Clearing	\$72.36
Tools/Equipment Clearing	\$180.67
Overhead	\$2,682.73
Total	<u>\$56,587.37</u>

The costs of the above items are non-refundable	\$56,587.37
Plan Check Deposit already received	<u>\$ (250.00)</u>
Balance Due	<u>\$56,337.37</u>

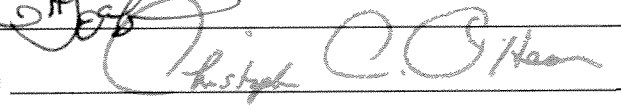
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: REVISED BOARD POLICY 3250 – INSTITUTIONAL PLANNING –
SECOND READING

SUBMITTED BY: G.H. Javaheripour, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to submit for a second reading the revised Board Policy 3250, Institutional Planning. The College Council, which includes representatives from all campus constituent groups, reviewed and approved this policy revision on December 8, 2010.

Need:

Occasionally Board Policies are required to be updated to meet the regulatory and operational needs of the District.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the updated Board Policy 3250 inclusive of change(s) in verbiage.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

GENERAL INSTITUTION

Chapter 3

Institutional Planning

BP 3250

The governing board of Victor Valley Community College District shall establish planning priorities and approve short-range and long-range plans including educational plans. Each plan shall be periodically revised as deemed necessary by the governing board. The Superintendent/President shall ensure that the district maintains broad-based comprehensive, systematic, and integrated system of planning that involves appropriate segments of the college community and is supported by institutional effectiveness research. The Superintendent/President shall submit those plans which require Board approval according to Title V, and shall inform the Board about the planning process and status of various plans. The educational master plan shall contain the educational objectives of the college and the future plans for transfer programs, career technical programs, non-credit courses and programs, and remedial and developmental programs. On the basis of current and future enrollment the educational master plan shall contain plans for the development and expansion of ancillary services including services in the library and for counseling, placement, and financial aid. ~~including services in the library and for counseling, placement, and financial aid.~~

The Superintendent/President shall ensure that the Board has reviewed and updated the general institutional mission and goals for the comprehensive plans on an annual basis.

Reference:

Accreditation Standard I.B; Title 5, Sections 51008, 51010, 51027, 53003, 54220, 55080, 55190, 55510, 56270 et seq.


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

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

TOPIC: REVISED BOARD POLICY 6200 – BUDGET PREPARATION –
SECOND READING

SUBMITTED BY: G.H. Javaheripour, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to submit for a second reading the revised Board Policy 6200, Budget Preparation. The College Council, which includes representatives from all campus constituent groups, reviewed and approved this policy revision on December 8, 2010.

Need:

Occasionally Board Policies are required to be updated to meet the regulatory and operational needs of the District.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the updated Board Policy 6200 inclusive of change(s) in verbiage.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

BUSINESS AND FISCAL AFFAIRS

Chapter 6

Budget Preparation

6200

Each year, the Superintendent/President shall present to the board a budget, prepared in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. The schedule for presentation and review of budget proposals shall comply with state law and regulations, and provide adequate time for board study.

Budget development shall meet the following criteria:

- The annual budget shall support the district's master and educational plans.
- Assumptions upon which the budget is based are presented to the board for review.
- A **schedule budget calendar** is provided to the board by January 31 of each year that includes dates for presentation of the tentative budget, required public hearing(s), board study session(s), and approval of the final budget. At the public hearings, interested persons may appear and address the board regarding the proposed budget or any item in the proposed budget.
- Unrestricted general reserves shall be no less than 5%.
- Changes in the assumptions upon which the budget was based shall be reported to the board in a timely manner.
- Budget projections **shall** address long-term goals and commitments.

Reference: Education Code Section 70902(b)(5); Title 5, 58300 et seq.

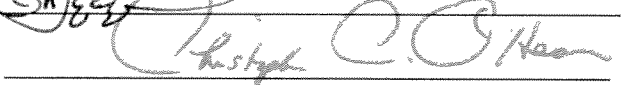
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: REVISED BOARD POLICY 6320 – INVESTMENTS – SECOND READING

SUBMITTED BY: G.H. Javaheripour, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to submit for a second reading the revised Board Policy 6320, Investments. The College Council, which includes representatives from all campus constituent groups, reviewed and approved this policy revision on December 8, 2010.

Need:

Occasionally Board Policies are required to be updated to meet the regulatory and operational needs of the District.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the updated Board Policy 6320 inclusive of change(s) in verbiage.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

BUSINESS AND FISCAL AFFAIRS

Chapter 6

Investments

6320

The Superintendent/President is responsible for ensuring that the funds of the district ~~are invested~~ that are not required for the immediate needs of the district **are invested**. Investments shall be in accordance with law, including California Government Code Sections 53600, et seq.

Investments shall be made based on the following criteria:

- The preservation of principal shall be of primary importance.
- The investment program must remain sufficiently flexible to permit the district to meet all operating requirements.
- Transactions should be avoided that might impair public confidence.

Reference: Government Code Section 53600 et seq.

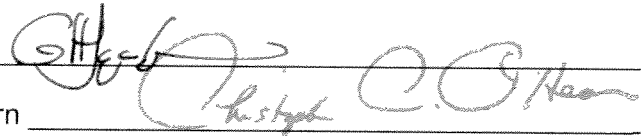
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: REVISED BOARD POLICY 6340 – CONTRACTS – SECOND READING

SUBMITTED BY: G.H. Javaheripour, Administrative Services

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn

Description/Background:

The District wishes to submit for a second reading the revised Board Policy 6340, Contracts. The College Council, which includes representatives from all campus constituent groups, reviewed and approved this policy revision on December 8, 2010.

Need:

Occasionally Board Policies are required to be updated to meet the regulatory and operational needs of the District.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the updated Board Policy 6340 inclusive of change(s) in verbiage.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

BUSINESS AND FISCAL AFFAIRS

Chapter 6

Contracts

6340

The board delegates to the Superintendent/President the authority to enter into contracts on behalf of the district and to establish administrative procedures for contract awards and management, subject to the following:

- ~~Contracts are not enforceable obligations until they are ratified by the board.~~
- Contracts for work to be done, services to be performed or for goods, equipment or supplies to be furnished or sold to the district that exceed the amounts specified in Public Contracts Code Section 20651 shall require prior approval by the board.
- When bids are required according to Public Contracts Code Section 20651, the board shall award each such contract to the lowest responsible bidder who meets the specifications published by the district and who shall give such security as the board requires, or reject all bids.

If the Superintendent/President concludes that the best interests of the district will be served by pre-qualification of bidders in accordance with Public Contracts Code Section 20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.

If the best interests of the district will be served by a contract, lease, requisition or purchase order through any other public corporation or agency in accordance with Public Contracts Code Section 20652, the Superintendent/President is authorized to proceed with a contract.

Reference: Education Code Sections 81641, et seq.; Public Contracts Code Sections 20650, et seq.


See Administrative Procedures [].


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

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

TOPIC: REVISED BOARD POLICY 6620 – NAMING OF BUILDINGS – SECOND READING

SUBMITTED BY: G.H. Javaheripour, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to submit for a second reading the revised Board Policy 6620, Naming of Buildings. The College Council, which includes representatives from all campus constituent groups, reviewed and approved this policy revision on December 8, 2010.

Need:

Occasionally Board Policies are required to be updated to meet the regulatory and operational needs of the District.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the updated Board Policy 6620 inclusive of change(s) in verbiage.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

ADMINISTRATIVE SERVICES

Chapter 6

Naming of Buildings ~~Naming Recognition~~

6620

PURPOSE:

The purpose of this policy is to establish the conditions under which recognition may be given to an individual, business, organization or other party as a means of recognizing their contribution to Victor Valley College and/or the Victor Valley College District Foundation.

POLICY:

Recognition provided through the naming of any college or district property can only be granted by the Victor Valley College Board of Trustees. A request for such action shall be presented to the Superintendent/President who will facilitate its collegial review and recommendation to the Board of Trustees. The Board of Trustees will have the full authority to grant or deny such recognition. No guarantee of naming shall be granted to any property named by any entity other than the Board of Trustees including those that may have been recognized prior to the introduction of this policy.

This policy provides the general guidelines for bringing naming recommendations to the Board of Trustees.

CRITERIA FOR NAMING RECOGNITION:

Naming of district property may be considered for any of the following reasons:

1. To honor a living person who has made unique, extraordinary or significant personal contribution to the College. That person may not be an employee or trustee at the time of consideration.
2. To honor a deceased person who has made a unique, extraordinary or significant personal contribution to the College.
3. To honor a group, business or organization that has made a unique, extraordinary or significant contribution to the College.
4. To recognize a person, group or business that has donated significant resources through the Victor Valley College Foundation. The suggested value of donated resources commensurate with naming recognition for campus facilities are attached to this policy as an addendum that may be updated from time to time by the Board of Trustees. Donations do not in themselves guarantee naming rights, but suggest that such recognition shall be appropriately considered.

Recommendations for naming recognition must clearly define and demonstrate the applicable standard for the recognition.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

ADMINISTRATIVE SERVICES

Chapter 6

Naming of Buildings ~~Naming Recognition~~

6620

DURATION OF NAMING RECOGNITION:

Naming of district property may be granted by the Board of Trustees as either permanent or for a defined period of time. The recommendation to the trustees shall include the recommended duration of the recognition.

TRANSFERABILITY OF NAMING RECOGNITION:

Naming of a designated piece of district property shall not survive the named property's existence. Should the named property be removed or redesigned for another use the naming recognition shall not automatically be assigned to its replacement or any other like property without the express authorization of the Board of Trustees. A recommendation for the transfer of the naming rights may be presented to the Board of Trustees for consideration at any time within the originally defined recognition period.

SCOPE OF NAMING RECOGNITION:

Naming recognition shall be at a minimum in the form of a standardized plaque prominently placed upon or near the district property to which it applies. To be considered, the recommendation for naming recognition should also clearly define any other requested references including but not limited to printed publications, campus maps, signs, and websites.

PROCEDURE FOR NAMING RECOGNITION:

Any individual or group affiliated with Victor Valley College may submit a written request to the Superintendent/President for granting of naming recognition based on the criteria noted above.

1. Contact information for a person submitting the request.
2. Specific naming recognition requested, including clear identification of the property to be named.
3. Written acknowledgement and permission of the person, business or organization to receive the recognition.
4. Rationale for the recognition based on criteria set forth in this policy.

Upon receiving a complete written request, the Superintendent/President will facilitate collegial review by a campus committee comprised of at least two representatives of the faculty, classified staff, students, management staff and Foundation. The Superintendent/President will chair this committee. The committee will review the request and submit their recommendation for Board of Trustee action on the request.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

ADMINISTRATIVE SERVICES

Chapter 6

Naming of Buildings ~~Naming Recognition~~

6620

The Superintendent/President will then publish the request and supporting recommendation to the Board of Trustees for action.

The Board of Trustees will act upon the request.

The Superintendent/President will notify the appropriate ~~the~~ persons of the action taken by the Board of Trustees and if approved, will assign personnel to implement the naming recognition according.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

ADMINISTRATIVE SERVICES

Chapter 6

Naming of Buildings ~~Naming Recognition~~

6620

ADDENDUM: ~~NAMING RECOGNITION~~ NAMING OF BUILDINGS POLICY

This addendum sets forth the current suggested value of donated resources consistent with ~~naming recognition~~ naming of buildings opportunities associated with Victor Valley College property.

Academic & Athletic Performance Center (New Facility)	\$10,000,000.00
Campus Lake	\$ 2,500,000.00
Performing Arts Center.....	\$ 2,500,000.00
Student Activities Center.....	\$ 2,000,000.00
Library.....	\$ 1,500,000.00
Gymnasium	\$ 1,500,000.00
Advanced Technology Building	\$ 1,500,000.00
Dance and Adaptive Center	\$ 1,500,000.00
Buildings & Learning Centers	\$ 1,000,000.00
Studio Theater.....	\$ 750,000.00
Minor Campus Landmarks (i.e. campus streets)	\$ 500,000.00
Classrooms & Labs	\$ 50,000.00
Lounges & Patios	\$ 50,000.00
Seminar & Conference Rooms	\$ 25,000.00
Outdoor Bench.....	\$ 2,500.00
Campus Gardens (annually).....	\$ 2,000.00
Performing Arts Center Seats (does not guarantee seating assignment)	\$ 1,000.00
Study Carrel	\$ 1,000.00

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

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

TOPIC: REVISED BOARD POLICY 6700 – CIVIC CENTER AND OTHER FACILITY USE – SECOND READING

SUBMITTED BY: G.H. Javaheripour, Administrative Services

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn



Description/Background:

The District wishes to submit for a second reading the revised Board Policy 6700, Civic Center and Other Facility Use. The College Council, which includes representatives from all campus constituent groups, reviewed and approved this policy revision on December 8, 2010.

Need:

Occasionally Board Policies are required to be updated to meet the regulatory and operational needs of the District.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the updated Board Policy 6700 inclusive of change(s) in verbiage.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

ADMINISTRATIVE SERVICES

Chapter 6

Civic Center and Other Facilities Use

6700

Reference:

~~Education Code Sections 82537; 82542; 82548~~

Use of the Civic Center shall be granted as provided by law. The Superintendent/President shall establish procedures regarding the use of college property, including but not limited to facilities, equipment and supplies, by community groups and other outside contractors.

These administrative procedures shall reflect the requirements of applicable law, including Education Code Section 82537, regarding Civic Centers. The regulations shall include reasonable rules regarding the time, place and manner of use of District facilities. They shall assure that persons or organizations using college property are charged such fees as are authorized by law. Public use of District property shall not interfere with scheduled instructional programs or other activities.

No group or organization may use District property for purposes that discriminate on the basis of national origin, religion, age, sex (gender), race, color, medical condition, ancestry, sexual orientation, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics.

The District shall provide free usage in accordance with Education Code Section 82542(a).

All District property shall be subject to a facility use charge in accordance with Education Code Section 82542(b-f) and a certificate of insurance in accordance with Education Code Section 82548.

Reference: Education Code Sections 82537; 82542; 82548

See Administrative Procedures 6700

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: Classified Request for Leave of Absence

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi Fusako Yokotobi

APPROVED BY: Christopher O'Hearn Christopher O'Hearn

Description/Background:

According to the current contract with CSEA, Article 12.8.1 states

The District may grant, in addition to the leaves set forth herein above, such additional leaves of absences for such purposes and periods of time as it deems advisable.

Need:

Babette Dershem, IMS Coordinator, has requested unpaid leave of absence.

Fiscal Impact:

Expenditure: None

Recommended Action:

It is recommended that the Board of Trustees approve unpaid leave of absence for Babette Dershem effective May 16, 2011, through August 12, 2011.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: LAYOFF RESOLUTION – CLASSIFIED

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Christopher O'Hearn *Christopher O'Hearn*

Description/Background:

Consider adoption of the resolution to layoff for lack of funds and authorize and direct the Vice President, Human Resources, to give notice of layoff to employees in the following classifications:

CLASSIFICATION (Number of Positions)	FTE	DEPARTMENT
Office Assistant (1)	1.0	Workforce Investment Project
Office Assistant (1)	1.0	Humanities, Arts, Social Sciences

The order of layoff shall be in reverse order of seniority within a class, to be determined by the length of service within the class.

Need: Approval of this item is needed to begin the layoff process due to lack of categorical funds.

Fiscal Impact: None, grant funded program

Recommended Action: It is recommended the Board of Trustees adopt the resolution to layoff for lack of funds and authorize and direct the Vice President, Human Resources, to give notice of layoff to employees in the classifications listed.

Legal Review: YES x NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
RESOLUTION OF INTENTION TO LAYOFF FOR LACK OF CATEGORICAL FUNDS

WHEREAS the EDD-WIB Grant Program has been eliminated due to lack of funds. As a result, certain classified positions will be eliminated due to lack of funds

WHEREAS the Board of Trustees finds that due to the elimination of the EDD-WIB Grant Program because of lack of funds, it is necessary to lay off classified staff.

WHEREAS there is one (1) classified employee, categorically funded, currently serving in the following classification, for whom there will be no funds to pay their salaries, effective June 30, 2011:

<u>CLASSIFICATION (Number of Positions)</u>	<u>FTE</u>	<u>DEPARTMENT</u>
Office Assistant (1)	1.0	Workforce Investment Project

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Victor Valley Community College District that classified staff will be laid off under Education Code section 88017 as follows:

Effective June 30, 2011, classified employees currently serving in the aforementioned classifications shall be laid off for lack of funds. Effective July 1, 2011, the aforementioned classifications, currently assigned to the above described departments, shall be eliminated for lack of funds.

BE IT FURTHER RESOLVED THAT:

The vice president, Human Resources, is directed to provide proper notice as required by the law to the proper number of classified employees serving in those classifications described herein that they will be laid off for lack of funds, effective at the close of the business day, June 30, 2011. The affected employees shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff. They shall be informed of their reemployment rights, if any, per applicable Education Code sections. As to employees who exercise displacement rights, notice shall be given to the proper number of employees subject to displacement that they will be laid off for lack of work effective the same day:

<u>CLASSIFICATION (Number of Positions)</u>	<u>FTE</u>	<u>DEPARTMENT</u>
Office Assistant (1)	1.0	HASS

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
RESOLUTION OF INTENTION TO LAYOFF FOR LACK OF CATEGORICAL FUNDS

This Resolution was PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Victor Valley Community College District held on April 12, 2011.


	Yes	No	Abstain
JOE RANGE:	_____	_____	_____
	_____ Signature		
DENNIS HENDERSON:	_____	_____	_____
	_____ Signature		
LORRIE DENSON:	_____	_____	_____
	_____ Signature		
MICHAEL KRAUSE:	_____	_____	_____
	_____ Signature		
JOSEPH W. BRADY:	_____	_____	_____
	_____ Signature		


**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: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

Financial reports are being presented for the period ending February 28, 2011, for the General Fund (01), Debt Service Payment Fund (29), Bond Fund (42), 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 report 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
2010-2011 Financial Statements
GENERAL FUND - FUND 01
As of 2/28/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 16,980,585			
<u>Revenues</u>				
Federal	\$ 5,482,561	\$ 2,188,903	\$ 3,293,658	60.08%
State	41,901,124	25,275,895	16,625,229	39.68%
Local	13,790,443	6,220,458	7,569,985	54.89%
Transfers In	40,000	0	40,000	100.00%
<u>Total Revenues</u>	\$ 61,214,128	\$ 33,685,256	\$ 27,528,872	44.97%
<u>Expenditures</u>				
Academic Salaries	\$ 25,896,422	\$ 14,547,036	\$ 11,349,386	43.83%
Classified Salaries	13,302,281	8,722,708	4,579,573	34.43%
Benefits	9,716,900	6,192,449	3,524,451	36.27%
Supplies	1,581,944	691,574	890,370	56.28%
Operating Expenses	13,080,342	4,657,019	8,423,323	64.40%
Capital Outlay	997,448	584,017	413,431	41.45%
Transfers, Grants	541,733	298,092	243,641	44.97%
Contingency	553,947	0	553,947	100.00%
Debt Service Retirement/Interest	0	0	0	
<u>Total Expenditures</u>	\$ 65,671,017	\$ 35,692,895	\$ 29,978,122	
 Excess Revenues/(Expenditures)	 \$ (4,456,889)	 \$ (2,007,639)		
 Month Ending Fund Balance 2/28/11		 \$ 14,972,946		
 Projected Ending Fund Balance	 \$ 12,523,696			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 2/28/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 21,598,768			
<u>Revenues</u>				
Local Revenues	\$ 1,502,000	\$ 981,590	\$ 520,410	34.65%
Transfers In		\$ -	\$ -	
<u>Total Revenues</u>	\$ 1,502,000	\$ 981,590	\$ 520,410	34.65%
<u>Expenditures</u>				
Debt Service Payments	\$ -	\$ -	\$ -	
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
Net Change in Fund Balance	\$ 1,502,000	\$ 981,590		
Month Ending Fund Balance 2/28/11		\$ 22,580,358		
Projected Ending Fund Balance	\$ 23,100,768			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
BOND PROJECTS FUND - FUND 42
As of 2/28/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 64,818,325			
<u>Revenues</u>				
Interest Income	\$ 750,000	\$ 350,602	\$ 399,398	53.25%
Miscellaneous Income		\$ 5,000	\$ (5,000)	
Proceeds from Bonds	\$ -	\$ -	\$ -	
<u>Total Revenues</u>	\$ 750,000	\$ 355,602	\$ 394,398	52.59%
<u>Expenditures</u>				
Supplies	\$ 91	\$ -	\$ 91	100.00%
Legal Expense	40,000	8,817	31,183	77.96%
License Fees	17,547	17,546	1	0.01%
Contracted Services	516,433	123,172	393,261	76.15%
Buildings - New & Remodel	25,771,301	5,378,528	20,392,773	79.13%
Equipment	285,330	174,383	110,947	38.88%
<u>Total Expenditures</u>	\$ 26,630,702	\$ 5,702,446	\$ 20,928,256	
 Net Change in Fund Balance	 \$ (25,880,702)	 \$ (5,346,844)		
 Month Ending Fund Balance 2/28/11		 \$ 59,471,481		
 Projected Ending Fund Balance	 \$ 38,937,623			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 2/28/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 3,865,112			
<u>Revenues</u>				
Interest Income	\$25,000	\$21,440	\$3,560	14.24%
Redevelopment	696,000	436,342	259,658	37.31%
Miscellaneous Income	0	0	0	
Transfers In	0	0	0	
<u>Total Revenues</u>	\$ 721,000	\$ 457,782	\$ 263,218	36.51%
<u>Expenditures</u>				
Supplies	\$ 21,900	\$ 21,740	\$ 160	0.73%
Contracted Services and Other Expense	1,609,207	187,203	1,422,004	88.37%
Site Improvements	1,370,995	305,057	1,065,938	77.75%
Buildings-New & Remodel	62,698	47,183	15,515	24.75%
Equipment	123,100	111,925	11,175	9.08%
Replacement Equipment	5,500	1,210	4,290	78.00%
Transportation Equipment	32,600	23,482	9,118	27.97%
Transfers/Grants/Contingency	0	0	0	
<u>Total Expenditures</u>	\$ 3,226,000	\$ 697,800	\$ 2,528,200	
 Net Change in Fund Balance	 \$ (2,505,000)	 \$ (240,018)		
Month Ending Fund Balance 2/28/11		\$ 3,625,094		
 Projected Ending Funding Balance	 \$ 1,360,112			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 2/28/11

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 91,780			
<u>Revenues</u>				
State Income	\$197,200	\$109,632	\$87,568	44.41%
Rents & Leases	156,289	79,429	76,860	49.18%
Interest Income	200	288	-88	-44.00%
Miscellaneous Income	0	0	0	
<u>Total Revenues</u>	\$ 353,689	\$ 189,349	\$ 164,340	46.46%
<u>Expenditures</u>				
Academic Salaries	\$ 92,497	\$ 84,883	\$ 7,614	8.23%
Classified Salaries	146,633	66,015	80,618	54.98%
Benefits	84,918	54,281	30,637	36.08%
Instructional Supplies	7,500	2,764	4,736	63.15%
Operating Expenses	11,800	-316	12,116	102.68%
Equipment	14,998	14,998	0	0.00%
Transfers Out	40,000	0	40,000	100.00%
Reserve/Contingencies	0	0	0	
<u>Total Expenditures</u>	\$ 398,346	\$ 222,625	\$ 175,721	
 Net Change in Fund Balance	 \$ (44,657)	 \$ (33,276)		
 Month Ending Fund Balance 2/28/11		 \$ 58,504		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 2/28/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 7,728			
<u>Revenues</u>	\$ 104,000	\$ 60,687	\$ 43,313	41.65%
<u>Expenditures</u>				
Transfers Out	\$ 104,000	\$ 47,042	\$ 56,958	54.77%
Net Change in Fund Balance	\$ -	\$ 13,645		
Month Ending Fund Balance 2/28/11		\$ 21,373		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 2/28/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 31,261			
<u>Revenues</u>				
Interest Income	\$ 300	\$ 172	\$ 128	42.67%
Miscellaneous Income			\$ -	
Transfers In	7,000	0	7,000	0.00%
<u>Total Revenues</u>	\$ 7,300	\$ 172	\$ 7,128	97.64%
<u>Expenditures</u>				
Reserve For Contingencies	\$ -	\$ -	\$ -	
Outgoing Transfers	0	0	0	
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
 Net Change in Fund Balance	 \$ 7,300	 \$ 172		
Month Ending Fund Balance 2/28/11		\$ 31,433		
 Projected Ending Fund Balance	 \$ 38,561			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 2/28/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 65,737			
<u>Revenues</u>				
Interest Income	\$ 1,080	\$ 245	\$ 835	77.31%
Miscellaneous Income	0	0	0	
Transfers In	0		0	
<u>Total Revenues</u>	\$ 1,080	\$ 245	\$ 835	75.70%
<u>Expenditures</u>				
Supplies	\$ 14,000	\$ 3,246	\$ 10,754	76.81%
Contracted Services	30,200	7,340	22,860	75.70%
New Furniture/Equipment	6,500	0	6,500	0.00%
Reserve for Contingencies	0	0	0	
<u>Total Expenditures</u>	\$ 50,700	\$ 10,586	\$ 40,114	79.12%
Net Change in Fund Balance	\$ (49,620)	\$ (10,341)		
Month Ending Fund Balance 2/28/11		\$ 55,396		
Projected Ending Fund Balance	\$ 16,117			

VICTOR VALLEY COMMUNITY COLLEGE
2010-2011 Financial Statements
RAMS BOOKSTORE
As of 2/28/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 1,170,105			
<u>Revenues</u>	\$ 3,544,000	\$ 1,474,878	\$ 2,069,122	58.4%
Less: Cost of Goods Sold	2,552,000	1,114,535		0.0%
Gross Margin from Local Revenues	\$ 992,000	\$ 360,343	\$ 2,069,122	
Total Other Income		6,746	(6,746)	
<u>Total Revenues</u>	\$ 992,000	\$ 367,089	\$ 2,062,376	
<u>Expenditures</u>	\$ 992,000	\$ 396,535	\$ 595,465	
Estimated labor to be invoiced		0		
<u>Total Expenditures</u>	\$ 992,000	\$ 396,535	\$ 595,465	60.0%
Revenues/(Expenditures)	\$ -	\$ (29,446)	\$ 29,446	
Month Ending Fund Balance 2/28/11		\$ 1,140,659		
Projected Ending Fund Balance	\$ 1,170,105			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
AUXILIARY SERVICES
As of 2/28/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 304,744			
<u>Revenues</u>	\$ 689,250	\$ 282,970	\$ 338,594	49.12%
Estimated "Due From" District		<u>67,686</u>		
<u>Total Revenues</u>		\$ 350,656		
<u>Expenditures</u>				
District	\$ 890,000	\$ 171,859	\$ 718,141	80.69%
		<u>0</u>		
<u>Total Expenditures</u>		\$ 171,859		
Revenues/(Expenditures)	\$ (200,750)	\$ 178,797		
Month Ending Fund Balance 2/28/11		\$ 483,541		
Projected Ending Fund Balance	\$ 103,994			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
ASB FUND
As of 2/28/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 203,042			
<u>Revenues</u>	\$165,000	\$69,253	\$95,747	58.03%
Estimated amount "Due From" District		30,231		
<u>Total Revenues</u>		\$99,484		
<u>Expenditures</u>	\$165,000	\$65,465	\$99,535	60.32%
<u>Total Expenditures</u>				
Revenues/(Expenditures)	\$ -	\$ 34,019		
Month Ending Fund Balance 2/28/11		\$ 237,061		
Projected Ending Fund Balance	\$ 203,042			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 2/28/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 16,578			
<u>Revenues</u>				
PELL	\$ 13,450,331	\$ 9,002,947	\$ 4,447,384	
SEOG	297,265	190,535	106,730	
Direct Loan	7,447,270	3,357,668	4,089,602	
Cal Grant	917,016	857,817	59,199	
CARE	60,000	60,000	0	
TRIO	50,650	0	50,650	
EOPS	0	0	0	
ACG	32,725	6,075	26,650	
<u>Total Revenues</u>	\$ 22,255,257	\$ 13,475,042	\$ 8,780,215	
<u>Expenditures</u>				
PELL	\$ 13,450,331	\$ 9,001,655	\$ 4,448,676	
SEOG	297,265	186,800	110,465	
Direct Loan	7,447,270	3,357,668	4,089,602	
Cal Grant	917,016	420,272	496,744	
CARE	60,000	52,399	7,601	
TRIO	50,650	0	50,650	
EOPS	0	0	0	
ACG	32,725	6,075	26,650	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
<u>Total Expenditures</u>	\$ 22,255,257	\$ 13,024,869	\$ 9,230,388	
 Net Change in Fund Balance	 \$ -	 \$ 450,173		
Month Ending Fund Balance 2/28/11		\$ 466,751		
 Projected Ending Fund Balance	 \$ 16,578			