

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

Date: April 13, 2010

Place: Closed Session: 3:30-4 p.m., Human Resources Conference Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

Workshop: 4-5 p.m., Staff Lounge, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

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

## AGENDA

*Board Room Victor Valley Community College*

1. CALL TO ORDER

3:30 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

2. CLOSED SESSION

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Contract Negotiation) – Government Code  
Section 54954.5  
Interim Superintendent/President

CONFERENCE WITH LABOR NEGOTIATOR – Government Code Section 54957.6  
District Representatives: Dr. Christopher O'Hearn, Paul Williams, Mary Pringle, Fusako Yokotobi  
Employee Organization: CSEA

**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)**

RECESS TO CLOSED SESSION

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

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## WORKSHOP ~ Staff Lounge

Superintendent/President Search Process

4-5 p.m.

## REGULAR MEETING AGENDA

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

### 3. OPEN SESSION REGULAR MEETING

5 p.m.

3.1 Closed Session Report

3.2 Board President Report

Committee Reports:

President's Cabinet - Angela Valles

Facilities Committee – Joe Range

Finance Budget and Planning Committee – Joe Range

Accreditation Committee – Chris Mollenkamp

Institutional Effectiveness Committee– Chris Mollenkamp

Environmental Health and Safety Committee – Don Nelson

Child Development Committee – Don Nelson

### PUBLIC COMMENTS RELATED TO AGENDA ITEMS

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

### 4. SUPERINTENDENT/PRESIDENT'S REPORT

- Faculty Senate

### 5. CONSENT AGENDA

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

**Approval of consent items.**

**YES \_\_\_ NO \_\_\_**

5.1 Approval of the minutes of the March 9, 2010 regular Board meeting, March 15, 2010 and March 30, 2010 special Board meetings .

5.2 Agreement – Datatel, Inc.

Ratification of the agreement between Victor Valley Community College District and Datatel, Inc. to perform workflow analysis and training for the instruction office. Fiscal Impact: \$7,500.00, budgeted item.

5.3 Agreement – Datatel, Inc.

Approval of the agreement between Victor Valley Community College District and Datatel, Inc. provide miscellaneous training and consulting services. Fiscal Impact: \$50,000.00, budgeted item.

- 5.4 Agreement – Vector Resources, Inc.  
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. to replace our current out of support telephone switch with redundant switches which will provide enhanced support for the campus telephone. Fiscal Impact: \$23,506.83, budgeted item.
- 5.5 Agreement – Vector Resources, Inc.  
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. for renewal of engineer hours used in support of the campus telephone system for issues that are beyond the scope of technical expertise. Fiscal Impact: \$2,000.00, budgeted item.
- 5.6 Agreement – Gilmore & Bell  
Ratification of the agreement between Victor Valley Community College District and Gilmore & Bell to fund a comprehensive energy analysis and implementation for the campus. Fiscal Impact: \$2,000.00, fund 71 expenditure.
- 5.7 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None.
- 5.8 Board of Trustees Budget Transfer Request Report  
Approval of the Board of Trustees budget transfers as submitted. Fiscal Impact: None
- 5.9 Agreement – Galaxy Moving Company, Inc.  
Ratification of the agreement between Victor Valley Community College District and Galaxy Moving Company, Inc. to remove the football lockers from the Humanities Center modular unit 75A. Fiscal Impact: \$1,360.00, fund 71 expenditure.
- 5.10 Agreement – Biogin Consulting  
Ratification of the agreement between Victor Valley Community College District and Biogin Consulting to provide Mojave Ground Squirrel Surveys at the property in Apple Valley for the Public Safety Training Center. Fiscal Impact: \$19,000, locally bond funded.
- 5.11 Quarterly Financial Status Report (CCFS-311Q)  
Acceptance of the quarterly financial status report (Form CCFS-311Q). Fiscal Impact: None
- 5.12 Agreement – Hi Desert Alarm  
Ratification of the agreement between Victor Valley Community College District and Hi Desert Alarm to install and monitor a fire alarm system at the Child Development Center.  
Fiscal Impact: \$1,366.38, equipment and installation, monitoring \$25.00 per month. This expense will be paid for from rents collected from the County Head Start tenants.
- 5.13 Disposal of Surplus Property  
Approval of the sale of furniture/equipment to the County of San Bernardino's Head Start Program. Fiscal Impact: \$11,675.70 income to the district.
- 5.14 Agreement – Contract Education Services – Such a Voice  
Approval of the Contract Education Service to introduce students to the voice-over business.  
Fiscal Impact: \$350.00 income to the district.
- 5.15 Agreement – Independent Contractor – Audrey Williams  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Audrey Williams to provide EOPS related training. Fiscal Impact: \$2,500.00 – EOPS.

- 5.16 Renewal - Library Online Database Subscriptions  
Ratification of the renewal purchase of online database subscriptions through the Community College Library Consortium for the period of July 1, 2010 through June 30, 2011. Fiscal Impact: \$17,101.64, budgeted.
- 5.17 Contract – Pacific Floor Company  
Approval of the contract between Victor Valley Community College District and Pacific Floor Company to recoat the gymnasium floor. Fiscal Impact: \$8,057.00, athletics budget.
- 5.18 Agreement – Allan Barbish  
Approval of the Independent Contractor Agreement between Victor Valley Community College District and Allan Barbish to provide complete sound system at Sultana High School for the June 11, 2010 commencement ceremonies. Fiscal Impact: Not to exceed \$2,200.00, budgeted item, graduation account.
- 5.19 Business Associate Agreements for Healthcare Programs' Clinical Locations  
Approval of the Business Associate Agreement for all healthcare programs of the district. Fiscal Impact: None
- 5.20 3<sup>rd</sup> Amendment – Agreement Renewal – Community Hospital of San Bernardino  
Approval of the renewal of the third amendment that was originally approved on March 1, 2007 between Victor Valley Community college District and Community Hospital of San Bernardino to provide clinical learning facilities for health sciences programs. Fiscal Impact: None
- 5.21 Agreements – Contract Education Services  
Approval of the Contract Education Services' agreements listed for the courses offered in the Contract Education department. Fiscal Impact: \$4,500.00 income the district.

Vendor:	Income to the District
Philly Cheese Steak	\$ 300.00
Cardenas Mexican Market	\$ 300.00
Fresh Wok	\$ 300.00
Phoenix China	\$ 300.00
Jensens	\$ 600.00
Los Alazanes –15461 Main St., Hesperia	\$ 300.00
Los Alazanes – 14153 Mariposa Rd., Victorville	\$ 300.00
Rosita Restaurant	\$ 300.00
Red Robin Restaurant	\$ 300.00
Angels Road House Restaurant	\$ 300.00
Roberto Mexican Food	\$ 300.00
The Order of the Eagles Lodge	\$ 300.00
Idle Spurs Buffet	\$ 300.00
Arturo's Restaurant	\$ 300.00
Total:	\$ 4,500.00

- 5.22 Memorandum of Understanding – U.S. Forest Service Pacific Southwest Region, Fire and Aviation Management  
Acceptance of a Memorandum of Understanding (MOU) between Victor Valley Community College District and the U.S. Forest Service, Pacific Southwest Region, Fire and Aviation Management to offer safety refresher training courses on campus. The MOU is effective upon Board of Trustees acceptance and remains in effect until such time either parties submit a termination of agreement. Fiscal Impact: \$9,000.00 to the district.

- 5.23 Agreement – Independent Contractor – Ruby Wikstrom  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Ruby Wikstrom to assist with streamlining schedule and catalog production. The period of the agreement is from March 10, 2010 through June 30, 2010. Fiscal Impact: \$3,500.00, Title V Coop Grant and \$3,500.00 budgeted item.

## **ACTION AGENDA**

### **6. BOARD OF TRUSTEES**

- 6.1 Separate approval of items pulled from consent agenda YES \_\_\_ NO \_\_\_

### **8. INSTRUCTION**

- 8.1 Acceptance of Grant Funds from the Office of Statewide Health Planning and Development (OSHPD) Healthcare and Workforce and Community Development YES \_\_\_ NO \_\_\_

Acceptance of the grant funds in the amount of \$123,396.00 from the Office of Statewide Health Planning and Development (OSHPD) Healthcare and Workforce and Community Development to increase access to health care and reduce health disparities within the State of California. Fiscal Impact: \$123,396.00 to the district for the Nursing Program.

- 8.2 Amended Child Development Center Handbook Changes YES \_\_\_ NO \_\_\_  
Approval of the amended revisions to the Child Development Center Handbook as submitted for 2010-2011 school year. Fiscal Impact: None

### **10. ADMINISTRATIVE SERVICES**

- 10.1 Memorandum of Lease Agreement – New Cingular Wireless PCS, LLC YES \_\_\_ NO \_\_\_

Approval of the lease agreement between Victor Valley Community College District and New Cingular Wireless, PCS, LLC for the purpose of constructing, operating, and maintaining a Monopine Cell Tower communication facility. Fiscal Impact: One time \$10,000.00 signing bonus and \$24,000.00 annually, increasing by 4% for a projected revenue to the District of \$1,039,482.00 over the next 25 years.

- 10.2 Award Contract – JAM Fire Protection Inc. YES \_\_\_ NO \_\_\_

Approval to award the contract to JAM Fire Protection, Inc. to update the fire extinguishing system located in the server room in the Technology Center Building and relocate the backup servers from Building 10A to the Technology Center Building 21. Fiscal Impact: Fund 71, \$33,240.00 and a County contribution of \$24,000.00 with a total project cost of \$57,240.00.

- 10.3 Change Order – SolFocus, Inc. YES \_\_\_ NO \_\_\_

Approval of additional services and authorize the interim Superintendent/President to execute a change order with Solfocus, Inc. to install a spread style footings at the 1MW Solar Generating Facility. Fiscal Impact: \$111,000, locally bond funded.

- 10.4 Solicit Firms to Provide Superintendent/President Recruitment Services YES \_\_\_ NO \_\_\_

Authorize the District solicit qualified firms to conduct the search to fill the position of Superintendent/President. Fiscal Impact: None

**11. HUMAN RESOURCES**

11.1 Revised Confidential Job Description, Executive Administrative Assistant, Human Resources

YES \_\_\_ NO \_\_\_

Approval of the revised confidential job description of Executive Administrative Assistant, Human Resources to more accurately reflect the duties of the position. Fiscal Impact: None

**12. INFORMATION/DISCUSSION**

12.1 Monthly Financial Reports

Submitted as an informational item.

12.2 District Initial Negotiations Proposal to CSEA

Submitted as an informational item.

12.3 CSEA Initial Negotiations proposal to District

Submitted as an informational item.

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

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

13.1 Foundation

13.2 Employee Groups

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

**14. TRUSTEE COMMENTS**

- ASB

**15. ITEMS FOR FUTURE BOARD MEETINGS**

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

**16. 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)

**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 Jeffrey Holmes, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5849, (760) 245-4271, Ext. 2596, from 8:30 a.m. to 5:00 p.m., Monday through Friday, at least 48 hours prior to the meeting to make reasonable arrangements. Government Code Section 54954.2.





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

Date: March 9, 2010

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

### AGENDA

*Board Room Victor Valley Community College*

#### CALL TO ORDER

5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on March 9, 2010 in the Board Room of the Administration building. Ms. Valles, Board President called the meeting to order at 5 p.m.

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

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

**Absent:** Dr. Robert Silverman, Superintendent/President

#### PLEDGE OF ALLEGIANCE

Joe Range led the Pledge of Allegiance to the Flag.

**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA:** None

### 3. OPEN SESSION REGULAR MEETING

#### 3.1 Board President Report

Committee Reports:

President's Cabinet – Trustee Valles reported that she recently attended the president's cabinet meeting and felt the meeting went well. Cabinet meetings are held every other Tuesday with today's meeting canceled due to Dr. Silverman's absence.

Facilities Committee –Trustee Range reported on the solar project that is located behind the fish hatchery. Live cameras will be available at the site to view the project online. The project for the signal at Fish Hatchery Rd is well underway. The Eastside Public Safety Training Center is well underway with the plans and the project and expects to break ground soon.

Finance Budget and Planning Committee – Trustee Range reported that there were no changes to the budget at the moment.

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

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Accreditation Committee – Trustee Mollenkamp reported that the accreditation committee is being aggressive and intentionally getting ahead of the curve and encouraged everyone to become involved in the process.

Institutional Effectiveness Committee– Trustee Mollenkamp reported that the Institutional Effectiveness Committee meets once per month with the next meeting scheduled for March 19<sup>th</sup>. Informational items are posted on the Blackboard

Environmental Health and Safety Committee – Trustee Nelson reported that the Environmental Health and Safety Committee is still working on the preparedness plan and the currently the committee membership has not been completed.

Child Development Committee – Trustee Nelson reported the Child Development Committee is no longer active however; he does still meet with the director on a monthly basis on various items.

Trustee Valles presented Trustee Range with a crystal gavel and thanked him for his commitment and dedication as Board President for the four years.

**Public Comments Related to Agenda Items:** Sharon Wright 11.1 and Margaret Kagy 11.1

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

Dr. O'Hearn began his report by asking Debra Blanchard for an update on faculty senate. Ms. Blanchard reported that the senate is working on updating CurricUNET. Over 260 classes were covered in the fall.

Dr. O'Hearn asked Virginia Moran to report on enrollment. Ms. Moran reported that as of first census, which was March 1<sup>st</sup>, the college is up by 8 ½% compared to last year's first census for full-time classes. The college is at a good place to stay at the 10,001+ enrollment strategy and maintain what can be managed.

Dr. O'Hearn introduced Diana O'Malley with the Citizens' Bond Oversight Committee who presented the committee's first annual report.

Dr. Kildal along with Dwight Johnson, made a special presentation to honor Dr. Marc Skuster who was nominated for the Teachers R Heroes award. A representative from Supervisor Metzenfelt's office presented a resolution.

On behalf of Dr. Silverman, Dr. O'Hearn extended his congratulatory to Mr. Skuster and said that honoring faculty is the most profound and important thing the college does.

#### **5. CONSENT AGENDA**

It was MSC (Henderson/Mollenkamp, 5-0) to approve the consent items in one motion.

5.1 Approval of the minutes of the February 9, 2010 regular Board meeting.

5.2 Agreement – Datalink Networks

Ratification of the agreement between Victor Valley Community College District and Datalink networks to provide technical support for the migration of directory services from e-directory to active directory. Fiscal Impact: \$6,240.00 budgeted item.

5.3 Board of Trustees Payments Report

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

- 5.4 Board of Trustees Budget Transfer Request Report  
Approval of the budget transfers as submitted.
- 5.5 Agreement – CHJ, Inc.  
Ratification of the agreement Victor Valley Community College District and CHJ Inc. to perform a geotechnical investigation for the proposed One-Stop Administrative and Student Services Building. Fiscal Impact: \$13,860.00, fund 71 expenditure.
- 5.6 Agreement – Namdar Structural Engineering, Inc.  
Ratification of the agreement Victor Valley Community College District and Namdar Structural Engineering to provide structural engineering consultation in connection with an investigation of the floor at the Counseling & Administration building. Fiscal Impact: \$3,000.00, fund 71 expenditure.
- 5.7 Agreement – JMJ Contractors, Inc.  
Ratification of the agreement between Victor Valley Community College District and JMJ Contractors to repair the sidewalk between the Counseling & Administration Building 55 and parking lot #5. Fiscal Impact: Scheduled Maintenance State \$5,798.00 and District \$5,798.00 for a total fiscal impact of \$11,596.00.
- 5.8 USAShade & Fabric Structures, Inc.  
Ratification of the Memorandum of Understanding between Victor Valley Community College District and USAShade & Fabric Structures, Inc. to furnish and install a shade structure for classroom B at the Child Development Center. Fiscal Impact: \$2,650.00, fund 72 reimbursed by State Child Development Division.
- 5.9 Agreement – Bell Mountain Enterprise, Inc. DBA Hi Desert Alarm  
Ratification of the agreement between Victor Valley Community College District and Bell Mountain Enterprise, Inc. DBA Hi Desert Alarm to furnish and install a rapid notification system for Campus Police assistance. Fiscal Impact: \$3,000.00, fund 71 expenditure.
- 5.10 Notice of Completion – Sidewalk Repair  
Approval of the Notice of Completion for the Sidewalk Repair project. Fiscal Impact: None
- 5.11 Notice of Completion – Parking Lot #12 Repair  
Approval of the Notice of Completion for the parking lot #12 repair project. Fiscal Impact: None
- 5.12 Agreement – AB212 Educational Stipend Program  
Approval of the continued agreement with San Bernardino County Superintendent of Schools to provide a stipend to eligible CDC employees from Assembly Bill 212 to retain child care workers. Fiscal Impact: \$5,050.00 to be paid to the District and stipends will be distributed to employees, less allowable administrative costs.

5.13 Agreements – Contract Education Services

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

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

5.14 Agreements – Contract Education Services

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

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

5.15 Agreement – Independent Contractor – Mariana Robles-Dalany

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

5.16 Out of State Student Travel – Political Science/ASB

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

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

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

5.18 Curriculum Changes

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

5.19 Out of State Student Travel – Nursing

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

- 5.20 Out of State Student Travel  
Approval for students to travel to Las Vegas, NV accompanied by Linda Garcia and Gabriela Quesada to tour the University of Nevada's campus on March 18, 2010. Fiscal Impact: Budgeted, Not to exceed \$259.00.
- 5.21 Agreement – Wanda Wilburn, M.D.  
Approval of an agreement between Victor Valley Community College District and Wanda Wilburn, M.D. to provide clinical learning facilities for health sciences programs. The agreement begins on January 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None
- 5.22 Agreement Renewal (3rd Amendment) – Catholic Healthcare West  
Approval of the renewal of the third amendment that was originally approved on March 1, 2007 between Victor Valley Community college District and Catholic Healthcare West to provide clinical learning facilities for health sciences programs. Fiscal Impact: None

## **ACTION AGENDA**

### **6. BOARD OF TRUSTEES**

- 6.1 Separate approval of items pulled from consent agenda

### **7. SUPERINTENDENT/PRESIDENT**

- 7.1 Agreement – Telepacific Communications Corp.

It was MSC (Range/Henderson, 5-0) to approve the agreement between Victor Valley Community College District and Telepacific Communications to provide replacement of telephone carrier services (Verizon). This replacement will enhance telephone services and provide greater efficiencies for less cost. Fiscal Impact: \$47,457.12 per year for three years for a total of \$142,371.36, budgeted item.

### **8. INSTRUCTION**

- 8.1 Agreement – WIB Global Information Systems Training Contract/EKG Monitor Technology

It was MSC (Mollenkamp/Nelson, 5-0) to approve the agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in EKG Monitor Technology. Fiscal Impact: \$69,990.00 to the District.

- 8.2 Agreement – WIB Global Information Systems Training Contract/Phlebotomy

It was MSC (Mollenkamp/Henderson, 5-0) to approve the agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in Phlebotomy. Fiscal Impact: \$133,425.00 to the District.

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

It was MSC (Mollenkamp, Henderson, 5-0) to approve the agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in Solar Photovoltaic Design & Installation. Fiscal Impact: \$202,890.00 to the District.

- 8.4 Agreement – WIB Global Information Systems Training Contract/Hybrid Vehicle Maintenance & Repair

It was MSC (Henderson/Mollenkamp, 5-0) to approve the agreement between Victor Valley Community College District and the County of San Bernardino to implement contract education training in Hybrid Vehicle Maintenance & Repair. Fiscal Impact: \$123,780.00 to the District.

- 8.5 Acceptance of Grant Funds from California Employment Development Department  
It was MSC (Range/Mollenkamp, 5-0) to accept the grant funds in the amount of \$837,500 from the State of California Employment Development Department for training of automotive, diesel, and aircraft mechanics in partnership with the Southern California Logistics Airport School of Aviation Technology and direct staff to sign agreements as required to receive funding. Fiscal Impact: \$837,500.00 to the District.
- 8.6 Approval of Memorandum of Understanding with the Victor Valley Aviation Education Consortium and the Southern California Logistics Airport Authority  
It was MSC (Henderson/Range, 5-0) to approve the Memorandum of Understanding between Victor Valley Community College, the Victor Valley Aviation Education Consortium and the Southern California Logistics Airport Authority for training of aircraft mechanics in support of the Industries with Statewide Need Grant program. Fiscal Impact: \$312,500.00 from grant funds.

## 11. HUMAN RESOURCES

### 11.1 New Management Position and Job Description – Executive Director of Institutional Advancement

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

Following discussion Trustee Nelson motioned and Trustee Range seconded to withdraw their motions.

Following further discussion Trustee Nelson motioned and Trustee Henderson seconded to table the item to the next meeting and to include the recommendations made by Trustee Valles to change the requirement of a master's degree from *preferred* to *required*, the motion passed unanimously.

## 12. INFORMATION/DISCUSSION

### 12.1 Monthly Financial Reports

Submitted as an informational item.

### 12.2 Program Participation Agreement (Renewal) – U.S. Department of Education

Submitted as an informational item.

### 12.3 Memorandum of Understanding – World Energy USA

Submitted as an informational item.

## 12. INFORMATION/DISCUSSION

### 12.1 Monthly Financial Reports

Submitted as an informational item.

### 12.2 Program Participation Agreement (Renewal) – U.S. Department of Education

Submitted as an informational item.

### 12.3 Memorandum of Understanding – World Energy USA

Submitted as an informational item.

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

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

13.1 Foundation  
Janice Olson

13.2 Employee Groups  
a) CTA  
Michael Butros

b) CSEA  
Sharon Wright

a) AFT Part-Time Faculty United  
Carol Scissel – No report

**14. TRUSTEE COMMENTS**

- ASB

Mary Mazzola reported on student activities. Trustee Range reported on the Hall of Fame. Trustee Mollenkamp thanked everyone for their contribution of making the Hall of Fame a success. Trustee Nelson spoke on the article recently written on Jaye Tashima in the *Daily Press*. In addition, he congratulated Mr. Skuster on his award and thanked all the sponsors involved. Trustee Valles acknowledged the Foundation for the success of the Alumni Hall of Fame event, the Citizens' Bond Oversight Committee on their work. Additionally she thanked Trustee Range for all of his hard work and dedication serving on the Board of Trustees and thanked all board members for sitting in on the committees.

- **Public Comments Related to Non-Agenda Items** (Laura Burk, Kurt Bernardin, William Robinson, Rescoe Esparza, Heather Bernardin)

**16. ADJOURNMENT**

It was MSC (Range/Henderson, 5-0) to adjourn the meeting at 6:30 p.m.

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Dennis Henderson, Clerk

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Date Approved



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

Date: March 15, 2010

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

One Board member will be telephonically available at:  
Marriott Courtyard Los Angeles – Westside  
6333 Bristol Parkway  
Culver City, CA 90230

## AGENDA

*Board Room Victor Valley Community College*

### CALL TO ORDER

5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on March 15, 2010 in the Board Room of the Administration building. Ms. Valles, Board President called the meeting to order at 5 p.m.

**TRUSTEE ROLL CALL:** Angela Valles, Board President; Chris Mollenkamp Vice President; Dennis Henderson, Clerk; Don Nelson, Trustee, Joe Range, Trustee, Mary Mazzola, Student Trustee.

**MANAGEMENT PRESENT:** Fusako Yokotobi, Vice President, Human Resources, GH Javaheripour, Vice President, Administrative Services and Annette McComas (Recorder)

**Absent:** Dr. Robert Silverman, Superintendent/President

### PLEDGE OF ALLEGIANCE

Trustee Range led the Pledge of Allegiance to the Flag.

**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA:** None

### 2. CLOSED SESSION

#### PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Superintendent/President Government Code section 54954.5.

#### CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9:  
(three potential cases)

### 3. RECESS TO CLOSED SESSION

At 5:05 Board President, Angela Valles recessed to closed session.

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

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**4. OPEN SESSION REGULAR MEETING**

4.1 Closed Session Report

At 5:50 p.m. Board President, Angela Valles reconvened to open session and announced there were no actions taken in closed session.

**5. ADJOURNMENT**

It was MSC (Nelson/Henderson, 5-0) to adjourn the meeting at 5:51 p.m.

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Dennis Henderson, Clerk

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Date Approved





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

Date: March 30, 2010  
Place: Board Room Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

## AGENDA

*Board Room Victor Valley Community College*

### CALL TO ORDER

5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on March 30, 2010 in the Board Room of the Administration building. Ms. Valles, Board President called the meeting to order at 5 p.m.

**TRUSTEE ROLL CALL:** Angela Valles, Board President; Chris Mollenkamp Vice President; Dennis Henderson, Clerk; Don Nelson, Trustee, Joe Range, Trustee, Mary Mazzola, Student Trustee.

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

### PLEDGE OF ALLEGIANCE

Trustee Nelson led the Pledge of Allegiance to the Flag.

**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA:** None

### 2. CLOSED SESSION

**PUBLIC EMPLOYEE RELEASE:** Acceptance of Resignation of Superintendent/President (Government Code section 54957)

**PUBLIC EMPLOYEE APPOINTMENT**

Title: Interim Superintendent/President (Government Code section 54957)

### 3. RECESS TO CLOSED SESSION

At 5:03 p.m. Board President, Angela Valles recessed to closed session.

### 4. OPEN SESSION REGULAR MEETING

#### 4.1 Closed Session Report

At 5:47 p.m. Board President, Angela Valles reconvened to open session and announced the board has accepted the resignation of Superintendent/President Robert Silverman and appointed Dr. Christopher O'Hearn as interim Superintendent/President.

### 5. ADJOURNMENT

It was MSC (Nelson/Henderson, 5-0) to adjourn the meeting at 5:48 p.m.

\_\_\_\_\_  
Dennis Henderson, Clerk

\_\_\_\_\_  
Date Approved

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





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

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

**TOPIC:** AGREEMENT – DATATEL, INC.

**SUBMITTED BY:** Deanna Turnbeau, Management Information Systems

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into agreement with Datatel, Inc. to perform workflow analysis and training for the instruction office.

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

**Need:**

Datatel is being underutilized; staffing changes caused by retirements have initiated the need to review current scheduling, curriculum and faculty load process(es).

**Fiscal Impact:** \$ 7,500.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Datatel, Inc. in the amount of \$7,500.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



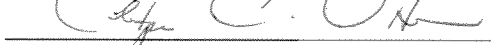
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AGREEMENT – DATATEL, INC.

**SUBMITTED BY:** Deanna Turnbeau, Management Information System

**RECOMMENDED BY:** Christopher O’Hearn 

**APPROVED BY:** Christopher O’Hearn 

**Description/Background:**

The District wishes to enter into agreement with Datatel, Inc. to create a client spending account. Anticipated usage is: Miscellaneous training and consulting services.

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

**Need:**

Datatel is currently being underutilized. It is imperative that we begin performing department audits to increase utilization, create smarter workflows and increase training.

**Fiscal Impact:** \$50,000.00 – Budgeted Item

**Recommended Action:**

It is recommended that the Board of Trustees approve the agreement between Victor Valley College and Datatel Inc. in the total amount of \$50,000.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO




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

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

**TOPIC:** AGREEMENT – VECTOR RESOURCES, INC.

**SUBMITTED BY:** Frank Smith, Technology & Information Resources

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with Vector Resources, Inc. to replace our current out of support telephone switch with redundant switches which will provide enhanced support for the campus.

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

**Need:**

The 2008 Campus-Wide Technology Assessment identified a lack of redundancy in the campus infrastructure. This will help satisfied the findings from that report and increase the reliability of campus telephone system.

**Fiscal Impact:** \$ 23,506.83 – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Vector Resources, Inc. in the amount of \$23,506.83.

**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 – VECTOR RESOURCES, INC.

**SUBMITTED BY:** Frank Smith, Technology & Information Resources

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with Vector Resources, Inc. for the renewal of engineer hours used in support of the campus telephone system for issues that are beyond the scope of technical expertise.

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

**Need:**

Required to insure the campus telephone system remains operational, this is ongoing support that is required year around as needed.

**Fiscal Impact:** \$ 2,000.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Vector Resources, Inc. in the amount of \$2,000.00.

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

**Reference for Agenda:** YES \_\_\_ NO X




VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: AGREEMENT – GILMORE & BELL

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District entered into a lease/purchase agreement with Citimortgage, Inc. on August 11, 2006, to fund a comprehensive energy analysis and implementation for the campus; the vendor was Chevron Energy Solutions Company.

As part of the lease/purchase agreement, the District is required to engage a rebate analyst to compute arbitrage rebate earned from investing proceeds of the Schedule and shall pay all rebate amounts to the United States in accordance with the arbitrage instructions.

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

**Need:**

This is a requirement under IRS Section 148(f)(4)(D) of the Code.

**Fiscal Impact:** Not to exceed \$2,000 – Fund 71 expenditure.

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Gilmore & Bell to serve as Rebate Analyst not to exceed \$2,000.

Legal Review: YES \_\_\_ NOT APPLICABLE X

Reference for Agenda: YES \_\_\_ NO X




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

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

**TOPIC:** BOARD OF TRUSTEES PAYMENTS REPORT

**SUBMITTED BY:** Renee Garcia, Fiscal Services

**RECOMMENDED BY:** 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



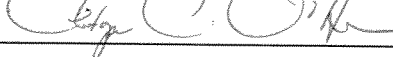
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**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 X NO \_\_\_

VICTOR VALLEY COLLEGE  
BUDGET TRANSFER REPORT  
FROM 02/15/10 TO 03/12/10

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
100131 01	0000	District-Wide Holding Prgm	819900	Other Federal Revenues	3,500	
100131 01	1305	Child Development	135000	Personal Services	2,000	EARLY START GRANT
100131 01	1305	Child Development	311000	STRS	240	EARLY START GRANT
100131 01	1305	Child Development	430000	Instructional Supplies	200	EARLY START GRANT
100131 01	1305	Child Development	520000	Travel/Conferences Instruc	1,060	EARLY START GRANT
100133 01	0000	District-Wide Holding Prgm	862200	EOPS	3,479	BGT UPDATE
100133 01	6430	EOPS	761000	Student Book Service	3,479	BGT UPDATE
100134 01	1203	RN Program	135000	Personal Services	40,000	BGT UPDATE
100134 01	1203	RN Program	311000	STRS	1,200	BGT UPDATE
100134 01	1203	RN Program	331500	Medicare	200	BGT UPDATE
100134 01	1203	RN Program	351000	State Unemployment Insurance	50	BGT UPDATE
100134 01	1203	RN Program	361000	Workers Compensation	268	BGT UPDATE
100134 01	1203	RN Program	430000	Instructional Supplies		(7,600) BGT UPDATE
100134 01	1203	RN Program	640000	New Equipment	7,600	BGT UPDATE
100134 01	1203	RN Program	790000	Reserve for Continengies		(44,340) BGT UPDATE
100134 01	6050	Dean Health Sci & Pub Safety	218000	Classified NI/Reg	2,622	BGT UPDATE
100135 01	0000	District-Wide Holding Prgm	814000	TANF		(14) BGT UPDATE
100135 01	6470	TANF Grant	762000	Other Services-Students		(14) BGT UPDATE
100137 01	0000	District-Wide Holding Prgm	862600	CalWorks		(11,067) BGT UPDATE
100137 01	6412	CalWorks	148000	Academic NI/NR Counselors	3,435	BGT UPDATE
100137 01	6412	CalWorks	218000	Classified NI/Reg	10,031	BGT UPDATE
100137 01	6412	CalWorks	248000	Class I/NR Students	323	BGT UPDATE
100137 01	6412	CalWorks	321000	Personal Services		(2,027) BGT UPDATE
100137 01	6412	CalWorks	341000	Health and Welfare		(19,000) BGT UPDATE
100137 01	6412	CalWorks	450000	Other Supplies	3,000	BGT UPDATE
100137 01	6412	CalWorks	520000	Travel/Conferences Instruc	150	BGT UPDATE
100137 01	6412	CalWorks	584000	Contracted Services		(58,458) BGT UPDATE
100137 01	6412	CalWorks	584000	Contracted Services	62,546	BGT UPDATE
100137 01	6412	CalWorks	584000	Contracted Services		(11,067) BGT UPDATE
100138 01	1305	Child Development	135000	Personal Services	100	BGT UPDATE
100138 01	1305	Child Development	215000	Classified NI/Reg/Admin	13,300	BGT UPDATE
100138 01	1305	Child Development	239000	Class-Short Term/Temp/NI		(1,000) BGT UPDATE
100138 01	1305	Child Development	248000	Class I/NR Students		(3,000) BGT UPDATE
100138 01	1305	Child Development	351000	State Unemployment Insurance		(830) BGT UPDATE
100138 01	1305	Child Development	430000	Instructional Supplies		(600) BGT UPDATE
100138 01	1305	Child Development	520000	Travel/Conferences Instruc		(2,000) BGT UPDATE
100138 01	1305	Child Development	584000	Contracted Services		(140) BGT UPDATE
100138 01	1305	Child Development	761000	Student Book Service	2,100	BGT UPDATE
100138 01	1305	Child Development	762000	Other Services-Students		(7,930) BGT UPDATE
100139 01	1305	Child Development	135000	Personal Services	8,000	OB 5691->1350
100139 01	1305	Child Development	569100	Prior Year Rollovers		(8,000) OB 5691->1350
100140 01	6430	EOPS	750000	Grants	62,707	OB 7610->7500
100140 01	6430	EOPS	761000	Student Book Service		(62,707) OB 7610->7500
100141 01	6430	EOPS	128300	Counselor's Summer Salary		(6,238) TO OB 7610
100141 01	6430	EOPS	450000	Other Supplies		(13,000) TO OB 7610
100141 01	6430	EOPS	520100	Travel/Conferences Non Instruct		(2,288) TO OB 7610
100141 01	6430	EOPS	581000	Advertising Public Relations		(5,000) TO OB 7610
100141 01	6430	EOPS	761000	Student Book Service	26,526	TO OB 7610
100142 01	6430	EOPS	450000	Other Supplies	57	OB 7610->4500
100142 01	6430	EOPS	761000	Student Book Service		(57) OB 7610->4500
100144 78	6745	Risk Management	450000	Other Supplies	10,000	FB->OB 4500/5840
100144 78	6745	Risk Management	584000	Contracted Services	10,000	FB->OB 4500/5840
100145 01	6450	VP Student Services	450000	Other Supplies		(3,800) OB 4500->5202
100145 01	6450	VP Student Services	520200	Travel/Conference Admin	3,800	OB 4500->5202



VICTOR VALLEY COLLEGE  
BUDGET TRANSFER REPORT  
FROM 02/15/10 TO 03/12/10

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
100146 71	0006	VVC Campus Victorville	450000	Other Supplies	5,000	OB 5840->4500
100146 71	0006	VVC Campus Victorville	584000	Contracted Services		(5,000) OB 5840->4500
100147 01	0000	District-Wide Holding Prgm	819900	Other Federal Revenues	9,359	BGT SETUP
100147 01	0952	Construction Craft Tech	110000	Teachers Salary Regular	3,488	BGT SETUP
100147 01	0952	Construction Craft Tech	135000	Personal Services	500	BGT SETUP
100147 01	0952	Construction Craft Tech	311000	STRS	544	BGT SETUP
100147 01	0952	Construction Craft Tech	430000	Instructional Supplies	75	BGT SETUP
100147 01	0952	Construction Craft Tech	761000	Student Book Service	4,102	BGT SETUP
100147 01	0952	Construction Craft Tech	762000	Other Services-Students	650	BGT SETUP
100148 01	6670	VP Administrative Services	569100	Prior Year Rollovers		(49,510) TO COVER NEG BAL
100148 01	6770	Purchasing	563000	Contracts Rents & Leases	14,510	TO COVER NEG BAL
100148 01	6790	Technical Services	584000	Contracted Services	35,000	TO COVER NEG BAL
100149 01	6670	VP Administrative Services	569100	Prior Year Rollovers		(22,798) TO COVER NEG BAL
100149 01	6770	Purchasing	450000	Other Supplies	5,000	TO COVER NEG BAL
100149 01	6770	Purchasing	563000	Contracts Rents & Leases	17,798	TO COVER NEG BAL
100150 01	1250	Paramedics	520000	Travel/Conference Instructional	1,000	OB 5300->5200
100150 01	1250	Paramedics	530000	Dues & Memberships		(1,000) OB 5300->5200
100151 01	6772	Campus Police/Parking	215000	Classified Ni/Reg/Admin	1,672	TO COVER NEG BAL
100151 01	6772	Campus Police/Parking	218000	Classified NI/Reg		(30,000) TO COVER NEG BAL
100151 01	6772	Campus Police/Parking	239400	Class Subs/NI	45,240	TO COVER NEG BAL
100151 01	6772	Campus Police/Parking	321000	PERS		(12,152) TO COVER NEG BAL
100151 01	6772	Campus Police/Parking	341000	Health and Welfare		(6,084) TO COVER NEG BAL
100151 01	6772	Campus Police/Parking	361000	Workers Compensation		(676) TO COVER NEG BAL
100151 01	6772	Campus Police/Parking	565000	Contracts Maint Agreements	2,000	TO COVER NEG BAL
100152 01	6460	Financial Aid Admin	581000	Advertising Public Relations		(8,000) OB 5810->5840
100152 01	6460	Financial Aid Admin	584000	Contracted Services	8,000	OB 5810->5840
100153 01	6460	Financial Aid Admin	569100	Prior Year Rollovers		(7,250) OB 5691->5840
100153 01	6460	Financial Aid Admin	584000	Contracted Services	7,250	OB 5691->5840
100154 01	6672	Risk Management	542000	Liability Insurance		(8,742) OB 5420->5740
100154 01	6672	Risk Management	574000	Assessment Fee	8,742	OB 5420->5740
100155 01	1004	Music	430000	Instructional Supplies		(456) OB 5640/4300->5805
100155 01	1004	Music	530000	Dues & Memberships		(65) OB 5640/4300->5805
100155 01	1004	Music	564000	Contracts Repairs		(380) OB 5640/4300->5805
100155 01	1004	Music	580500	License Fees	901	OB 5640/4300->5805
100156 01	1207	Respiratory Therapy	244600	Professional Expert Classified	1,230	TO COVER NEG BAL
100156 01	1207	Respiratory Therapy	331500	Medicare	20	TO COVER NEG BAL
100156 01	1207	Respiratory Therapy	335000	PARS	50	TO COVER NEG BAL
100156 01	1207	Respiratory Therapy	351000	State Unemployment Insurance	5	TO COVER NEG BAL
100156 01	1207	Respiratory Therapy	361000	Workers Compensation	30	TO COVER NEG BAL
100156 01	1207	Respiratory Therapy	430000	Instructional Supplies		(3,622) TO COVER NEG BAL
100156 01	1207	Respiratory Therapy	520000	Travel/Conference Instructional	450	TO COVER NEG BAL
100156 01	1207	Respiratory Therapy	590000	Other Expense	1,837	TO COVER NEG BAL
100157 01	1250	Paramedics	430000	Instructional Supplies		(313) COMPUTERS
100157 01	1250	Paramedics	640000	New Equipment		(5,000) COMPUTERS
100157 01	1250	Paramedics	640500	Computers	5,313	COMPUTERS
100158 01	1207	Respiratory Therapy	430000	Instructional Supplies		(1,399) ACCT CLEANUP
100158 01	1207	Respiratory Therapy	520000	Travel/Conference Instructional	1,700	ACCT CLEANUP
100158 01	6050	Dean Health Sci & Pub Safety	640500	Computers	1,456	ACCT CLEANUP
100158 01	6060	Dean Student & Wkforce Dev	450000	Other Supplies		(301) ACCT CLEANUP
100158 01	6060	Dean Student & Wkforce Dev	450000	Other Supplies	6,701	ACCT CLEANUP
100158 01	6060	Dean Student & Wkforce Dev	590000	Other Expense		(8,157) ACCT CLEANUP

VICTOR VALLEY COLLEGE  
BUDGET TRANSFER REPORT  
FROM 02/15/10 TO 03/12/10

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
100159 01	6570	Utilities	552000 Electric		(462,185)	TO COVER NEG BAL
100159 01	6570	Utilities	552500 Fuel Gasoline	456,906		TO COVER NEG BAL
100159 01	6570	Utilities	553000 Water	20,000		TO COVER NEG BAL
100159 01	6570	Utilities	553100 Sewer Svcs		(19,404)	TO COVER NEG BAL
100159 01	6570	Utilities	581000 Advertising Public Relations	1,683		TO COVER NEG BAL
100159 01	6776	Transportation	552500 Fuel Gasoline	3,000		TO COVER NEG BAL
100160 01	6460	Financial Aid Admin	581000 Advertising Public Relations	8,000		REV 100152
100160 01	6460	Financial Aid Admin	584000 Contracted Services		(8,000)	REV 100152
100161 01	0836	Athletics Dept	430000 Instructional Supplies		(60)	OB 4300->5900
100161 01	0836	Athletics Dept	590000 Other Expense	60		OB 4300->5900
100162 01	6790	Technical Services	451000 Non Instructional Software		(2,264)	OB 4510->5202
100162 01	6790	Technical Services	520200 Travel/Conference Admin	2,264		OB 4510->5202
100163 01	6470	TANF Grant	128000 Academic NI/NR Counselors		(1,503)	TO COVER NEG BAL
100163 01	6470	TANF Grant	361000 Workers Compensation	557		TO COVER NEG BAL
100163 01	6470	TANF Grant	450000 Other Supplies	2,097		TO COVER NEG BAL
100163 01	6470	TANF Grant	520000 Travel/Conference Instructional	1,105		TO COVER NEG BAL
100163 01	6470	TANF Grant	563000 Contracts Rents & Leases		(2,300)	TO COVER NEG BAL
100163 01	6470	TANF Grant	581000 Advertising Public Relations	500		TO COVER NEG BAL
100163 01	6470	TANF Grant	761000 Student Book Service		(14,230)	TO COVER NEG BAL
100163 01	6470	TANF Grant	762000 Other Services-Students	14		TO COVER NEG BAL
100163 01	6470	TANF Grant	762000 Other Services-Students	13,760		TO COVER NEG BAL
100164 01	1305	Child Development	311000 STRS	660		TO COVER NEG BAL
100164 01	1305	Child Development	331500 Medicare	116		TO COVER NEG BAL
100164 01	1305	Child Development	351000 State Unemployment Insurance	24		TO COVER NEG BAL
100164 01	1305	Child Development	361000 Workers Compensation	155		TO COVER NEG BAL
100164 01	1305	Child Development	569100 Prior Year Rollovers		(955)	TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	128000 Academic NI/NR Counselors	10,022		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	135000 Personal Services	454		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	148000 Academic NI/NR Counselors	12,449		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	148300 Hourly Counseling Summer		(454)	TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	218000 Classified NI/Reg	16,895		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	220000 Class Sals/Instructional	4,413		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	248000 Class I/NR Students	4,812		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	311000 STRS		(1,200)	TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	311000 STRS	1,190		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	321000 PERS	820		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	331500 Medicare	29		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	335000 PARS	1,200		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	335000 PARS	75		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	351000 State Unemployment Insurance	6		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	361000 Workers Compensation	39		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	520000 Travel/Conference Instructional	8,108		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	530000 Dues & Memberships	843		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	565000 Contracts Maint Agreements	299		TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	569100 Prior Year Rollovers		(64,080)	TO COVER NEG BAL
100166 01	6350	Student Support Svcs Title IV	584000 Contracted Services	4,080		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	110800 Faculty Hiring Cmte Instr	200		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	128000 Academic NI/NR Counselors	5,685		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	135000 Personal Services	17,125		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	148000 Academic NI/NR Counselors	864		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	215000 Classified NI/Reg/Admin	1,944		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	218000 Classified NI/Reg	2,096		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	238000 Class NI/NR Students	1,836		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	249000 Class Short Term/Temp/Inst	13,480		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	311000 STRS	941		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	321000 PERS	1,911		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	331000 OASDI	835		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	331500 Medicare	779		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	335000 PARS	736		TO COVER NEG BAL
100166 01	6455	Dean of Student Services	351000 State Unemployment Insurance	82		TO COVER NEG BAL

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Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
100166 01	6455	Dean of Student Services	361000	Workers Compensation	907	TO COVER NEG BAL
100166 01	6455	Dean of Student Services	430000	Instructional Supplies		(30,903) TO COVER NEG BAL
100166 01	6455	Dean of Student Services	450000	Other Supplies	248	TO COVER NEG BAL
100166 01	6455	Dean of Student Services	520000	Travel/Conference Instructional	38,397	TO COVER NEG BAL
100166 01	6455	Dean of Student Services	590000	Other Expense	142,557	TO COVER NEG BAL
100166 01	6455	Dean of Student Services	750000	Grants		(200,000) TO COVER NEG BAL
100166 01	6455	Dean of Student Services	761000	Student Book Service	280	TO COVER NEG BAL
100167 01	6350	Student Support Svcs Title IV	128000	Academic NI/NR Counselors		(2,211) TO COVER NEG BAL
100167 01	6350	Student Support Svcs Title IV	135000	Personal Services	1,769	TO COVER NEG BAL
100167 01	6350	Student Support Svcs Title IV	239100	Class Reg/FT Overtime	794	TO COVER NEG BAL
100167 01	6350	Student Support Svcs Title IV	335000	PARS	517	TO COVER NEG BAL
100167 01	6350	Student Support Svcs Title IV	520200	Travel/Conference Admin	87	TO COVER NEG BAL
100167 01	6350	Student Support Svcs Title IV	530000	Dues & Memberships	250	TO COVER NEG BAL
100167 01	6350	Student Support Svcs Title IV	542000	Liability Insurance	130	TO COVER NEG BAL
100167 01	6350	Student Support Svcs Title IV	563000	Contracts Rents & Leases		(1,800) TO COVER NEG BAL
100167 01	6350	Student Support Svcs Title IV	565000	Contracts Maint Agreements	299	TO COVER NEG BAL
100167 01	6350	Student Support Svcs Title IV	590000	Other Expense	165	TO COVER NEG BAL
100168 01	4930	Cooperative Education	430000	Instructional Supplies	1,700	OB 6405->4300
100168 01	4930	Cooperative Education	640500	Computers		(1,700) OB 6405->4300
100169 01	4930	Cooperative Education	430000	Instructional Supplies	144	OB 6405->4300
100169 01	4930	Cooperative Education	640500	Computers		(144) OB 6405->4300
100170 01	1200	Health Services General	135000	Personal Services	5,500	MED ASST COORD SLRY'S
100170 01	1205	Phlebotomy	135000	Personal Services	5,500	MED ASST COORD SLRY'S
100170 01	6060	Dean Student & Wkforce Dev	590000	Other Expense		(11,000) MED ASST COORD SLRY'S
100171 01	6303	Assessment	450000	Other Supplies	10,000	ACCUPLACER TEST UNITS
100171 01	6303	Assessment	580500	License Fees		(10,000) ACCUPLACER TEST UNITS
100172 01	6120	Library	239100	Class Reg/FT Overtime	2,261	OB 6310->5805/4300
100172 01	6120	Library	430000	Instructional Supplies	100	OB 6310->5805/4300
100172 01	6120	Library	450000	Other Supplies	404	OB 6310->5805/4300
100172 01	6120	Library	580500	License Fees	1,880	OB 6310->5805/4300
100172 01	6120	Library	631000	Library Books		(4,645) OB 6310->5805/4300
100173 78	6745	Risk Management	450000	Other Supplies		(500) J PAINE STOOLS/ADA ACCOM
100173 78	6745	Risk Management	641000	Furniture	500	J PAINE STOOLS/ADA ACCOM
100174 01	6772	Campus Police/Parking	335000	PARS	1,000	TO COVER NEG BAL
100174 01	6772	Campus Police/Parking	530000	Dues & Memberships	100	TO COVER NEG BAL
100174 01	6772	Campus Police/Parking	553200	Bottled Water	25	TO COVER NEG BAL
100174 01	6772	Campus Police/Parking	564000	Contracts Repairs		(1,128) TO COVER NEG BAL
100174 01	6772	Campus Police/Parking	574000	Assessment Fee	1,000	TO COVER NEG BAL
100174 01	6772	Campus Police/Parking	584000	Contracted Services		(997) TO COVER NEG BAL
100175 01	2207	Political Science	520000	Travel/Conference Instructional	2,060	MODEL UN
100175 01	5990	Undistributed Accounts	580500	License Fees		(2,060) MODEL UN
100176 01	0000	District Wide Holding Prgm	889900	Miscellaneous Income	4,800	RCC TECH PREP
100176 01	6050	Dean Health Sci & Pub Safety	130000	Teachers Salary Hourly	625	RCC TECH PREP
100176 01	6050	Dean Health Sci & Pub Safety	135000	Personal Services	2,926	RCC TECH PREP
100176 01	6050	Dean Health Sci & Pub Safety	311000	STRS	399	RCC TECH PREP
100176 01	6050	Dean Health Sci & Pub Safety	520000	Travel/Conference Instructional	850	RCC TECH PREP
100177 01	1002	Art; Paint, Draw & Sculpture	430000	Instructional Supplies		(2,200) 4300>6400 EQUIP PURCHASE
100177 01	1002	Art; Paint, Draw & Sculpture	640000	New Equipment	2,200	4300>6400 EQUIP PURCHASE
100178 01	1002	Art; Paint, Draw & Sculpture	640000	New Equipment	300	1011/4300>1002/6400 REPL EQUIP
100178 01	1011	Art/Photography	430000	Instructional Supplies		(300) 1011/4300>1002/6400 REPL EQUIP
100179 01	1011	Art/Photography	430000	Instructional Supplies		(1,500) 4300>6400 REPLACE PRINTER
100179 01	1011	Art/Photography	640000	New Equipment	1,500	4300>6400 REPLACE PRINTER

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Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
100180 01	0956	Indus Tech Welding	564000	Contracts Repairs	678	
100180 01	6060	Dean Student & Wkforce Dev	590000	Other Expense		6060/5900>0956/5640 REPAIRS (678) 6060/5900>0956/5640 REPAIRS
100181 01	6120	Library	430000	Instructional Supplies	1,845	
100181 01	6120	Library	565000	Contracts Maint Agreements		5650>4300 INSTRUC SUPPLIES (1,845) 5650>4300 INSTRUC SUPPLIES
100182 01	6120	Library	580500	License Fees	11,160	
100182 01	6120	Library	631000	Library Books		6310>5805 LICENSE FEES (11,160) 6310>5805 LICENSE FEES
100183 01	1250	Paramedics	430000	Instructional Supplies		
100183 01	1250	Paramedics	430000	Instructional Supplies		(3,282) 4300>6400 COMPVIEW EQUIP
100183 01	1250	Paramedics	430000	Instructional Supplies	533	(533) 4300>6400 COMPVIEW EQUIP
100183 01	1250	Paramedics	640000	New Equipment	3,282	4300>6400 COMPVIEW EQUIP
100184 01	0948	Automotive Technology	430000	Instructional Supplies		
100184 01	0948	Automotive Technology	580500	License Fees	460	(460) 4300>5805 LICENSE FEES 4300>5805 LICENSE FEES
100185 01	6050	Dean Health Sci & Pub Safety	430000	Instructional Supplies		
100185 01	6050	Dean Health Sci & Pub Safety	520000	Travel/Conference Instructional	767	(767) 4300>5200 TRAVEL EXP 4300>5200 TRAVEL EXP
100186 01	1011	Art/Photography	430000	Instructional Supplies		
100186 01	1011	Art/Photography	431000	Instructional Software	1,100	(1,100) CALUMET PHOTO SOFTWR CALUMET PHOTO SOFTWR
100187 01	6620	Supt/Presidents Office	450000	Other Supplies	126	
100187 01	6620	Supt/Presidents Office	520200	Travel/Conference Admin		OB 5202->4500 (126) OB 5202->4500
100188 01	6620	Supt/Presidents Office	520200	Travel/Conference Admin		
100188 01	6620	Supt/Presidents Office	530000	Dues & Memberships	275	(275) OB 5202->5300 OB 5202->5300
100189 01	0000	District Wide Holding Prgm	817000	Federal Revenue		
100189 01	0000	District Wide Holding Prgm	817000	Federal Revenue	53,372	(53,372) SP 2109->2110 SP 2109->2110
100191 01	6350	Student Support Svcs Title IV	128000	Academic NI/NR Counselors		
100191 01	6350	Student Support Svcs Title IV	135000	Personal Services	216	(13,427) TO COVER NEG BAL
100191 01	6350	Student Support Svcs Title IV	218000	Classified NI/Reg		TO COVER NEG BAL
100191 01	6350	Student Support Svcs Title IV	311000	STRS		(14,545) TO COVER NEG BAL
100191 01	6350	Student Support Svcs Title IV	331000	OASDI		(482) TO COVER NEG BAL
100191 01	6350	Student Support Svcs Title IV	331500	Medicare		(200) TO COVER NEG BAL
100191 01	6350	Student Support Svcs Title IV	341000	Health and Welfare		(96) TO COVER NEG BAL
100191 01	6350	Student Support Svcs Title IV	341000	Health and Welfare		(5,267) TO COVER NEG BAL
100191 01	6350	Student Support Svcs Title IV	351000	State Unemployment Insurance		(74) TO COVER NEG BAL
100191 01	6350	Student Support Svcs Title IV	361000	Workers Compensation		(195) TO COVER NEG BAL
100191 01	6350	Student Support Svcs Title IV	450000	Other Supplies		(3,487) TO COVER NEG BAL
100191 01	6350	Student Support Svcs Title IV	520200	Travel/Conference Admin	37,847	TO COVER NEG BAL
100191 01	6350	Student Support Svcs Title IV	590000	Other Expense		(290) TO COVER NEG BAL
100193 01	6350	Student Support Svcs Title IV	135000	Personal Services	108	TO COVER NEG BAL
100193 01	6350	Student Support Svcs Title IV	239400	Class Subs/NI	8,880	TO COVER NEG BAL
100193 01	6350	Student Support Svcs Title IV	335000	PARS	500	TO COVER NEG BAL
100193 01	6350	Student Support Svcs Title IV	341000	Health and Welfare		(3,528) TO COVER NEG BAL
100193 01	6350	Student Support Svcs Title IV	361000	Workers Compensation	100	TO COVER NEG BAL
100193 01	6350	Student Support Svcs Title IV	450000	Other Supplies		(5,000) TO COVER NEG BAL
100193 01	6350	Student Support Svcs Title IV	520000	Travel/Conference Instructional	25,190	TO COVER NEG BAL
100193 01	6350	Student Support Svcs Title IV	584000	Contracted Services		(20,000) TO COVER NEG BAL
100193 01	6350	Student Support Svcs Title IV	590000	Other Expense		(6,250) TO COVER NEG BAL
100194 01	0948	Automotive Technology	135000	Personal Services	5,500	TO COVER NEG BAL
100194 01	0948	Automotive Technology	311000	STRS	124	TO COVER NEG BAL
100194 01	0948	Automotive Technology	520000	Travel/Conference Instructional	350	TO COVER NEG BAL
100194 01	0948	Automotive Technology	530000	Dues & Memberships	275	TO COVER NEG BAL
100194 01	0948	Automotive Technology	580500	License Fees	1,061	TO COVER NEG BAL
100194 01	0948	Automotive Technology	590000	Other Expense		(7,310) TO COVER NEG BAL
100195 01	0948	Automotive Technology	430000	Instructional Supplies	10,212	OB 5691->4300
100195 01	0948	Automotive Technology	569100	Prior Year Rollovers		(10,212) OB 5691->4300

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				Increase	Decrease	
100196 01	0514	Business Education Tech	361000	Workers Compensation	68	TO COVER NEG BAL
100196 01	0514	Business Education Tech	430000	Instructional Supplies		(68) TO COVER NEG BAL
100196 01	0700	Computer & Info Science	248000	Class I/NR Students	3,120	TO COVER NEG BAL
100196 01	0700	Computer & Info Science	361000	Workers Compensation	34	TO COVER NEG BAL
100196 01	0700	Computer & Info Science	430000	Instructional Supplies	1,249	TO COVER NEG BAL
100196 01	0700	Computer & Info Science	640500	Computers		(4,403) TO COVER NEG BAL
100196 01	0953	CIDG	520000	Travel/Conference Instructional	99	TO COVER NEG BAL
100196 01	1200	Health Services General	135000	Personal Services	5,250	TO COVER NEG BAL
100196 01	1200	Health Services General	311000	STRS	434	TO COVER NEG BAL
100196 01	1200	Health Services General	331500	Medicare	59	TO COVER NEG BAL
100196 01	1200	Health Services General	351000	State Unemployment Insurance	16	TO COVER NEG BAL
100196 01	1200	Health Services General	361000	Workers Compensation	102	TO COVER NEG BAL
100196 01	1200	Health Services General	584000	Contracted Services		(4,086) TO COVER NEG BAL
100196 01	1203	RN Program	563000	Contracts Rents & Leases	3,045	TO COVER NEG BAL
100196 01	1205	Phlebotomy	135000	Personal Services	4,050	TO COVER NEG BAL
100196 01	1205	Phlebotomy	311000	STRS	335	TO COVER NEG BAL
100196 01	1205	Phlebotomy	351000	State Unemployment Insurance	13	TO COVER NEG BAL
100196 01	1205	Phlebotomy	361000	Workers Compensation	79	TO COVER NEG BAL
100196 01	1207	Respiratory Therapy	244600	Professional Expert Classified	1,230	TO COVER NEG BAL
100196 01	1207	Respiratory Therapy	331500	Medicare	18	TO COVER NEG BAL
100196 01	1207	Respiratory Therapy	335000	PARS	47	TO COVER NEG BAL
100196 01	1207	Respiratory Therapy	351000	State Unemployment Insurance	4	TO COVER NEG BAL
100196 01	1207	Respiratory Therapy	361000	Workers Compensation	24	TO COVER NEG BAL
100196 01	1207	Respiratory Therapy	520000	Travel/Conference Instructional	417	TO COVER NEG BAL
100196 01	1250	Paramedics	321000	PERS	6	TO COVER NEG BAL
100196 01	1250	Paramedics	331000	OASDI	10	TO COVER NEG BAL
100196 01	1250	Paramedics	331500	Medicare	102	TO COVER NEG BAL
100196 01	1250	Paramedics	335000	PARS	214	TO COVER NEG BAL
100196 01	1250	Paramedics	351000	State Unemployment Insurance	21	TO COVER NEG BAL
100196 01	1250	Paramedics	361000	Workers Compensation	135	TO COVER NEG BAL
100196 01	1250	Paramedics	640000	New Equipment		(1,775) TO COVER NEG BAL
100196 01	6060	Dean Student & Wkforce Dev	450000	Other Supplies	3,629	TO COVER NEG BAL
100196 01	6060	Dean Student & Wkforce Dev	590000	Other Expense		(4,477) TO COVER NEG BAL
100196 01	6060	Dean Student & Wkforce Dev	590000	Other Expense		(1,740) TO COVER NEG BAL
100196 01	6060	Dean Student & Wkforce Dev	590000	Other Expense		(7,261) TO COVER NEG BAL
100197 01	0000	District Wide Holding Prgm	812000	Higher Education Act		(13,600) SP 2301->2302
100197 01	0000	District Wide Holding Prgm	812000	Higher Education Act	13,600	SP 2301->2302
100198 01	4900	Interdisciplinary Studies	361000	Workers Compensation		(3,500) TO COVER NEG BAL
100198 01	6460	Financial Aid Admin	219400	Out of Class Pay Classified	8,073	TO COVER NEG BAL
100198 01	6460	Financial Aid Admin	450000	Other Supplies		(4,573) TO COVER NEG BAL
100199 01	6460	Financial Aid Admin	563000	Contracts Rents & Leases	613	OB 5691->5630
100199 01	6460	Financial Aid Admin	569100	Prior Year Rollovers		(613) OB 5691->5630
100200 01	0956	Indus Tech Welding	790000	Reserve for Contingencies		(28,837) TO OB 6065
100200 01	0958	Wastewater Technology #1	790000	Reserve for Contingencies		(14,419) TO OB 6065
100200 01	0959	Wastewater Technology #2	790000	Reserve for Contingencies		(26,369) TO OB 6065
100200 01	1200	Health Services General	790000	Reserve for Contingencies		(6,167) TO OB 6065
100200 01	2206	Geographic Info Systems	790000	Reserve for Contingencies		(13,919) TO OB 6065
100200 01	6065	Evening Ops/Instr Support	790000	Reserve for Contingencies	89,711	TO OB 6065
100201 01	0956	Indus Tech Welding	229000	Classified Special Instr	2,382	TO COVER NEG BAL
100201 01	0956	Indus Tech Welding	249100	Instructional Overtime	447	TO COVER NEG BAL
100201 01	0956	Indus Tech Welding	321000	PERS	250	TO COVER NEG BAL
100201 01	0956	Indus Tech Welding	331000	OASDI	200	TO COVER NEG BAL
100201 01	0956	Indus Tech Welding	331500	Medicare	400	TO COVER NEG BAL
100201 01	0956	Indus Tech Welding	335000	PARS	20	TO COVER NEG BAL
100201 01	0956	Indus Tech Welding	351000	State Unemployment Insurance	100	TO COVER NEG BAL
100201 01	0956	Indus Tech Welding	361000	Workers Compensation	450	TO COVER NEG BAL
100201 01	0956	Indus Tech Welding	430000	Instructional Supplies	95	TO COVER NEG BAL
100201 01	0956	Indus Tech Welding	590000	Other Expense		(4,344) TO COVER NEG BAL
100201 01	0958	Wastewater Technology #1	110000	Teachers Salary Regular		(9,152) TO COVER NEG BAL
100201 01	0958	Wastewater Technology #1	130000	Teachers Salary Hourly	13,538	TO COVER NEG BAL
100201 01	0958	Wastewater Technology #1	135000	Personal Services		(4,400) TO COVER NEG BAL

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				Increase	Decrease	
100201 01	0958	Wastewater Technology #1	248000	Class I/NR Students		(311) TO COVER NEG BAL
100201 01	0958	Wastewater Technology #1	331500	Medicare	100	TO COVER NEG BAL
100201 01	0958	Wastewater Technology #1	351000	State Unemployment Insurance	25	TO COVER NEG BAL
100201 01	0958	Wastewater Technology #1	361000	Workers Compensation	200	TO COVER NEG BAL
100201 01	0959	Wastewater Technology #2	110000	Teachers Salary Regular		(4,576) TO COVER NEG BAL
100201 01	0959	Wastewater Technology #2	130000	Teachers Salary Hourly	4,576	TO COVER NEG BAL
100201 01	1200	Health Services General	110000	Teachers Salary Regular		(15,206) TO COVER NEG BAL
100201 01	1200	Health Services General	130000	Teachers Salary Hourly	6,353	TO COVER NEG BAL
100201 01	1200	Health Services General	135000	Personal Services		(7,392) TO COVER NEG BAL
100201 01	1200	Health Services General	245500	Class I/NR Fee Base Instructor	25,445	TO COVER NEG BAL
100201 01	1200	Health Services General	248000	Class I/NR Students		(1,000) TO COVER NEG BAL
100201 01	1200	Health Services General	311000	STRS		(1,700) TO COVER NEG BAL
100201 01	1200	Health Services General	331500	Medicare	400	TO COVER NEG BAL
100201 01	1200	Health Services General	335000	PARS	1,000	TO COVER NEG BAL
100201 01	1200	Health Services General	351000	State Unemployment Insurance	100	TO COVER NEG BAL
100201 01	1200	Health Services General	361000	Workers Compensation	500	TO COVER NEG BAL
100201 01	1200	Health Services General	430000	Instructional Supplies		(1,000) TO COVER NEG BAL
100201 01	1200	Health Services General	590000	Other Expense		(4,500) TO COVER NEG BAL
100201 01	1200	Health Services General	640000	New Equipment		(3,000) TO COVER NEG BAL
100202 01	2206	Geographic Info Systems	584000	Contracted Services	1,100	TO 5900->5840
100202 01	2206	Geographic Info Systems	590000	Other Expense		(1,100) TO 5900->5840
100204 01	6455	Dean of Student Services	430000	Instructional Supplies	481	OB 5805->4300/5200
100204 01	6455	Dean of Student Services	520000	Travel/Conference Instructional	423	OB 5805->4300/5200
100204 01	6455	Dean of Student Services	580500	License Fees		(904) OB 5805->4300/5200
100205 01	0400	Biological Sciences	430000	Instructional Supplies	12,893	TO COVER NEG BAL
100205 01	0400	Biological Sciences	431000	Instructional Software		(7,444) TO COVER NEG BAL
100205 01	0400	Biological Sciences	520000	Travel/Conference Instructional		(1,418) TO COVER NEG BAL
100205 01	0400	Biological Sciences	640000	New Equipment		(1,346) TO COVER NEG BAL
100205 01	1701	Mathematics	430000	Instructional Supplies		(500) TO COVER NEG BAL
100205 01	6040	Dean STEM Academic Prgm	218000	Classified NI/Reg	17,208	TO COVER NEG BAL
100205 01	6040	Dean STEM Academic Prgm	248000	Class I/NR Students		(27,408) TO COVER NEG BAL
100205 01	6040	Dean STEM Academic Prgm	321000	PERS	300	TO COVER NEG BAL
100205 01	6040	Dean STEM Academic Prgm	331000	OASDI	1,600	TO COVER NEG BAL
100205 01	6040	Dean STEM Academic Prgm	331500	Medicare	500	TO COVER NEG BAL
100205 01	6040	Dean STEM Academic Prgm	341000	Health and Welfare	7,000	TO COVER NEG BAL
100205 01	6040	Dean STEM Academic Prgm	351000	State Unemployment Insurance	100	TO COVER NEG BAL
100205 01	6040	Dean STEM Academic Prgm	361000	Workers Compensation	700	TO COVER NEG BAL
100205 01	6040	Dean STEM Academic Prgm	520000	Travel/Conference Instructional		(488) TO COVER NEG BAL
100205 01	6040	Dean STEM Academic Prgm	640500	Computers		(1,697) TO COVER NEG BAL
100206 01	6420	DSPS	218000	Classified NI/Reg	25,722	OB 2200->2180
100206 01	6420	DSPS	220000	Class Sals/Instructional		(41,644) OB 2200->2180
100206 01	6420	DSPS	311000	STRS	3,200	OB 2200->2180
100206 01	6420	DSPS	321000	PERS		(15,097) OB 2200->2180
100206 01	6420	DSPS	331000	OASDI		(9,492) OB 2200->2180
100206 01	6420	DSPS	341000	Health and Welfare	37,311	OB 2200->2180
100207 01	6570	Utilities	552000	Electric		(365,357) TO COVER NEG BAL
100207 01	6570	Utilities	552500	Fuel Gasoline	456,906	TO COVER NEG BAL
100207 01	6570	Utilities	553000	Water	20,000	TO COVER NEG BAL
100207 01	6570	Utilities	553100	Sewer Svcs		(50,000) TO COVER NEG BAL
100207 01	6570	Utilities	554000	Telephone		(59,732) TO COVER NEG BAL
100207 01	6570	Utilities	574000	Assessment Fee		(3,500) TO COVER NEG BAL
100207 01	6570	Utilities	581000	Advertising Public Relations	1,683	TO COVER NEG BAL
100209 01	1007	Dramatic Arts	430000	Instructional Supplies	2,376	TO COVER NEG BAL
100209 01	1007	Dramatic Arts	520000	Travel/Conference Instructional		(5,000) TO COVER NEG BAL
100209 01	1007	Dramatic Arts	580500	License Fees	24	TO COVER NEG BAL
100209 01	1007	Dramatic Arts	584000	Contracted Services	2,600	TO COVER NEG BAL
100210 01	1305	Child Development	430000	Instructional Supplies		(525) OB 4300->5210/5630
100210 01	1305	Child Development	521000	Mileage Instructional	400	OB 4300->5210/5630
100210 01	1305	Child Development	563000	Contracts Rents & Leases	125	OB 4300->5210/5630

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				Increase	Decrease	
100212 01	1305	Child Development	430000	Instructional Supplies		(18,000) OB 4300->5200
100212 01	1305	Child Development	430000	Instructional Supplies	16,000	OB 4300->5200
100212 01	1305	Child Development	520000	Travel/Conference Instructional	2,000	OB 4300->5200
100213 01	6010	VP Student Learning	450000	Other Supplies	100	OB 5812->4500/6405
100213 01	6010	VP Student Learning	581200	Contract Svcs Class Schedules		(5,800) OB 5812->4500/6405
100213 01	6010	VP Student Learning	640500	Computers	5,700	OB 5812->4500/6405
100214 01	6120	Library	430000	Instructional Supplies	1,023	COVER NEGATIVE BALANCES
100214 01	6120	Library	443000	Subscriptions		(3,131) COVER NEGATIVE BALANCES
100214 01	6120	Library	443200	Media	1,704	COVER NEGATIVE BALANCES
100214 01	6120	Library	450000	Other Supplies	404	COVER NEGATIVE BALANCES
100215 01	6681	Dean Institl Effectiveness	450000	Other Supplies	100	PRINT CARTRIDGE
100215 01	6681	Dean Institl Effectiveness	520200	Travel/Conference Admin		(100) PRINT CARTRIDGE
100216 01	6620	Supt/Presidents Office	450000	Other Supplies	126	SUPPLY ORDER
100216 01	6620	Supt/Presidents Office	520200	Travel/Conference Admin		(126) SUPPLY ORDER
100217 01	6620	Supt/Presidents Office	450000	Other Supplies		(126) REVERSE BT B0467
100217 01	6620	Supt/Presidents Office	520200	Travel/Conference Admin	126	REVERSE BT B0467
100218 01	0836	Athletics Dept	430000	Instructional Supplies		(330) COVER NEGATIVE BALANCES
100218 01	0836	Athletics Dept	430000	Instructional Supplies		(270) COVER NEGATIVE BALANCES
100218 01	0836	Athletics Dept	450000	Other Supplies	272	COVER NEGATIVE BALANCES
100218 01	0836	Athletics Dept	564000	Contracts Repairs	2,159	COVER NEGATIVE BALANCES
100218 01	0836	Athletics Dept	584000	Contracted Services		(2,159) COVER NEGATIVE BALANCES
100218 01	0836	Athletics Dept	610000	Sites		(272) COVER NEGATIVE BALANCES
100218 01	0838	Mens Tennis	430000	Instructional Supplies	270	COVER NEGATIVE BALANCES
100218 01	0838	Mens Tennis	430000	Instructional Supplies	239	COVER NEGATIVE BALANCES
100218 01	0839	Mens Basketball	430000	Instructional Supplies		(457) COVER NEGATIVE BALANCES
100218 01	0841	Coed Cross Country	430000	Instructional Supplies	330	COVER NEGATIVE BALANCES
100218 01	0844	Womens Tennis	430000	Instructional Supplies	218	COVER NEGATIVE BALANCES
100219 01	0948	Automotive Technology	430000	Instructional Supplies	9,739	FOR INSTRUCTIONAL SUPPLIES
100219 01	0948	Automotive Technology	569100	Prior Year Rollovers		(9,739) FOR INSTRUCTIONAL SUPPLIES
100220 01	4936	Tutors/Writing Center	248000	Class I/ NR Students		(2,381) TO COVER NEG BAL
100220 01	4936	Tutors/Writing Center	331500	Medicare	150	TO COVER NEG BAL
100220 01	4936	Tutors/Writing Center	335000	PARS	550	TO COVER NEG BAL
100220 01	4936	Tutors/Writing Center	351000	State Unemployment Insurance	47	TO COVER NEG BAL
100220 01	4936	Tutors/Writing Center	361000	Workers Compensation	1,300	TO COVER NEG BAL
100220 01	4936	Tutors/Writing Center	430000	Instructional Supplies	6	TO COVER NEG BAL
100220 01	4940	Learning Center	248000	Class I/ NR Students		(11,144) TO COVER NEG BAL
100220 01	4940	Learning Center	248000	Class I/ NR Students	1,920	TO COVER NEG BAL
100220 01	4940	Learning Center	248000	Class I/ NR Students	7,512	TO COVER NEG BAL
100220 01	4940	Learning Center	248000	Class I/ NR Students	1,712	TO COVER NEG BAL
100220 01	4940	Learning Center	331500	Medicare	10	TO COVER NEG BAL
100220 01	4940	Learning Center	335000	PARS	150	TO COVER NEG BAL
100220 01	4940	Learning Center	335000	PARS	27	TO COVER NEG BAL
100220 01	4940	Learning Center	351000	State Unemployment Insurance	5	TO COVER NEG BAL
100220 01	4940	Learning Center	361000	Workers Compensation	90	TO COVER NEG BAL
100220 01	4940	Learning Center	361000	Workers Compensation	52	TO COVER NEG BAL
100220 01	4940	Learning Center	430000	Instructional Supplies		(406) TO COVER NEG BAL
100220 01	4940	Learning Center	553200	Bottled Water	400	TO COVER NEG BAL





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

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

**TOPIC:** AGREEMENT – GALAXY MOVING COMPANY, LLC  
**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 Galaxy Moving Company, LLC to remove the football lockers from the Humanities Center modular unit and reinstall in modular unit 75A.

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

**Need:**

Excelsior Education Center is leasing the entire Humanities Center, which requires the District to move current programs out of these modular units.

**Fiscal Impact:** \$1,360.00 - Fund 71 expenditure.

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Galaxy Moving Company, LLC in the amount of \$1,360.00.

**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 – BIOGIN CONSULTING

**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 BioGin Consulting to provide Mojave Ground Squirrel Surveys at the property in Apple Valley for the Public Safety Training Center, a voter approved local bond project.

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

**Need:**

The above services are needed to comply with California Environmental Quality Act requirements.

**Fiscal Impact:** \$19,000.00 – Locally Bond Funded

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with BioGin Consulting in the amount of \$19,000.00 as projected for the services described above.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO




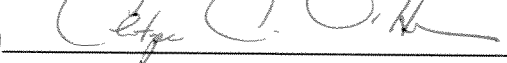
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: QUARTERLY FINANCIAL STATUS REPORT (CCFS-311Q)

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. Districts are required to provide copies to the Chancellor's Office and county schools of the completed form (Form CCFS-311Q) and a copy of the quarterly financial report required by Education Code '72413(g) and '84043 no later than five working days following the date of the governing board meeting.

A copy of the original Quarterly Financial Status Report (Form CCFS-311Q) is available for review in the Superintendent/President's office.

**Need:** State Mandated.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board of Trustees receive and enter the quarterly financial status report (Form CCFS-311Q) into the minutes of the meeting.

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

**Reference for Agenda:** YES X NO \_

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

Quarterly Financial Status Report, CCFS-311Q  
CERTIFY QUARTERLY DATA

**CHANGE THE PERIOD**

Fiscal Year: 2009-2010

Quarter Ended: (Q2) Dec 31, 2009

District: (990) VICTOR VALLEY

Your Quarterly Data is Certified for this quarter.

**Chief Business Officer**

**CBO Name:** GH Javaheripour  
**CBO Phone:** 760-245-4271

**CBO Signature:** \_\_\_\_\_  
**Date Signed:** \_\_\_\_\_

**Chief Executive Officer Name:** Christopher O'Hearn

**CEO Signature:** \_\_\_\_\_  
**Date Signed:** \_\_\_\_\_

**Electronic Cert Date:** 03/18/2010

**District Contact Person**

**Name:** Mary Pringle  
**Title:** Director, Fiscal Services

**Telephone:** 760-245-4271

**Fax:** 760-843-0621

**E-Mail:** pringlem@vvc.edu

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511

Send questions to:  
Christine Atalig (916)327-5772 [atalig@ccccc.edu](mailto:atalig@ccccc.edu) or Glen Campora (916)323-6899 [gcampora@ccccc.edu](mailto:gcampora@ccccc.edu)

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**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

CHANGE THE PERIOD

Fiscal Year: 2009-2010

Quarter Ended: (Q2) Dec 31, 2009

District: (990) VICTOR VALLEY

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-2010
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>A Revenues:</b>					
A 1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	44,883,328	46,840,161	45,886,114	46,367,164
A 2	Other Financing Sources (Object 8900)	2,500,000	1,800,000	5,062,310	5,900,000
A 3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	<b>47,383,328</b>	<b>48,640,161</b>	<b>50,948,424</b>	<b>52,267,164</b>
<b>B Expenditures:</b>					
B 1	Unrestricted General Fund Expenditures (Objects 1000-6000)	44,599,735	45,846,168	47,427,016	58,517,847
B 2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,217,440	2,399,795	388,279	200,000
B 3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	<b>46,817,175</b>	<b>48,245,963</b>	<b>47,815,295</b>	<b>58,717,847</b>
C	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	<b>566,153</b>	<b>394,198</b>	<b>3,133,129</b>	<b>-6,450,683</b>
D	<b>Fund Balance, Beginning</b>	<b>2,200,299</b>	<b>2,766,452</b>	<b>3,160,650</b>	<b>9,293,779</b>
D 1	Prior Year Adjustments + (-)	0	0	3,000,000	943,509
D 2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	<b>2,200,299</b>	<b>2,766,452</b>	<b>6,160,650</b>	<b>10,237,288</b>
E	<b>Fund Balance, Ending (C. + D.2)</b>	<b>2,766,452</b>	<b>3,160,650</b>	<b>9,293,779</b>	<b>3,786,605</b>
F.1	Percentage of GF Fund Balance to GF Expenditures (E / B.3)	5.9%	6.6%	19.4%	6.4%

**II. Annualized Attendance FTES:**

G 1	Annualized FTES (excluding apprentice and non-resident)	8,746	9,360	10,064	10,223
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**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

	Description	As of the specified quarter ended for each fiscal year			
		2006-07	2007-08	2008-09	2009-2010
H 1	Cash, excluding borrowed funds		9,755,175	0	16,145,685
H 2	Cash, borrowed funds only		0	0	0
H 3	<b>Total Cash (H 1 + H 2)</b>	<b>11,683,411</b>	<b>9,755,175</b>	<b>0</b>	<b>16,145,685</b>

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I Revenues:</b>					
I 1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	46,667,164	46,667,164	24,253,407	52%
I 2	Other Financing Sources (Object 8900)	5,900,000	5,900,000	0	
I 3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	<b>52,567,164</b>	<b>52,567,164</b>	<b>24,253,407</b>	<b>46.1%</b>
<b>J Expenditures:</b>					
J 1	Unrestricted General Fund Expenditures (Objects 1000-6000)	58,517,847	58,517,846	21,994,771	37.6%
J 2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	251,200	251,200	600	0.2%
J 3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	<b>58,769,047</b>	<b>58,769,046</b>	<b>21,995,371</b>	<b>37.4%</b>
K	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	<b>-201,883</b>	<b>-201,882</b>	<b>2,258,036</b>	
L	<b>Adjusted Fund Balance, Beginning</b>	<b>9,293,779</b>	<b>10,237,288</b>	<b>10,237,288</b>	
L 1	<b>Fund Balance, Ending (C. + L.2)</b>	<b>3,091,896</b>	<b>4,035,406</b>	<b>12,495,324</b>	
M	Percentage of GF Fund Balance to GF Expenditures (L 1 / J.3)	5.3%	6.9%		

V. Has the district settled any employee contracts during this quarter? **NO**

*If yes, complete the following: (If multi-year settlement, provide information for all years covered.)*

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:						
Year 1:						
Year 2:						
Year 3:						
b. BENEFITS:						
Year 1:						
Year 2:						
Year 3:						

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)





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

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

**TOPIC:** AGREEMENT – HI DESERT ALARM

**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 Hi Desert Alarm to furnish, install and monitor a fire alarm system at the Child Development Center.

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

**Need:**

The City of Victorville Fire Department is requiring these additions to our existing fire alarm system at the Child Development Center rooms B and C to make the system code compliant for the County Head Start occupancy.

**Fiscal Impact:**

\$1,366.38 – Equipment and installation: Monitoring \$25.00 per month – This expense will be paid for from rents due to the District from the County Head Start tenants.

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hi Desert Alarm in the amount of \$1,366.38 to furnish and install fire alarm equipment and \$25.00 per month to monitor the system at the Child Development Center.



**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:** DISPOSAL OF SURPLUS PROPERTY  
**SUBMITTED BY:** Mary Pringle, Fiscal Services  
**RECOMMENDED BY:** G.H. Javaheripour   
**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District's Child Development Center has accumulated property that has become obsolete, is beyond economic repair, or no longer supports the mission of Victor Valley College. While the District can no longer use items, they are desired by the County of San Bernardino's Head Start program.

A copy of the list of furniture/equipment to be purchased by the County of San Bernardino Head Start program is available for review in the Superintendent/President's office.

**Need:**

Furniture/equipment is no longer needed by the Child Development Center, but will be purchased by the Head Start program.

**Fiscal Impact:**

Funds received from the sales of this furniture/equipment will be deposited to the Child Development Center—estimated at \$11,675.70.

**Recommended Action:**

It is recommended that the Board of Trustees approve the sale of furniture/equipment to the County of San Bernardino's Head Start program.

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

**Reference for Agenda:** YES \_\_\_ NO X



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

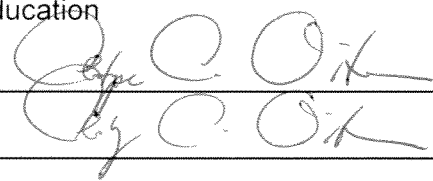
BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENTS - CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn

APPROVED BY: Christopher O'Hearn



**Description/Background:**

The District desires to approve the Contract Education Service agreement(s) listed below that are being offered in the Contract Education Department.

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

Vendor:	Income to the District
Such a Voice	\$ 350.00
Total:	\$ 350.00

**Need:**

The vendor will provide various workshops through Contract Education Services.

**Fiscal Impact:** \$350.00 income to the District

**Recommended Action:**

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

Legal Review: YES  NOT APPLICABLE

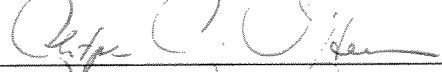
Reference for Agenda: YES  NO





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

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

**TOPIC:** AGREEMENT – INDEPENDENT CONTRACTOR, AUDREY WILLIAMS

**SUBMITTED BY:** Christopher O'Hearn 

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Audrey Williams. The period of this agreement is from February 16, 2010, through February 26, 2010.

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

**Need:**

The consultant will be providing EOPS related training.

**Fiscal Impact:** Budgeted - \$2,500.00 - EOPS

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Audrey Williams. The period of this agreement is from February 16, 2010, through February 26, 2010.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO





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

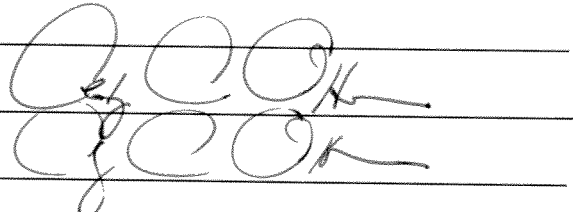
BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: LIBRARY ONLINE DATABASE SUBSCRIPTIONS

SUBMITTED BY: Leslie Huiner, Library

RECOMMENDED BY: Christopher O'Hearn

APPROVED BY: Christopher O'Hearn



**Description/Background:**

The district desires to ratify the renewal and purchase of online database subscriptions through the Community College Library Consortium for the period July 1, 2010, through June 30, 2011. The online databases are: CQ Researcher w/o PEOR, CQ Weekly w/o PEOR, LexisNexis Academic, NewsBank Access UN, History Resource Center US, and Literature Resource Center.

**Need:**

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

**Fiscal Impact:** Budgeted -- \$17,101.64

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify the renewal and purchase of online database subscriptions through the Community College Library Consortium for the period of July 1, 2010, through June 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: CONTRACT – PACIFIC FLOOR COMPANY

SUBMITTED BY: Jaye Tashima, Athletics

RECOMMENDED BY: Christopher O'Hearn



APPROVED BY: Christopher O'Hearn



**Description/Background:**

The District desires to approve a contract between Victor Valley Community College District and Pacific Floor Company. The work performed will be completed by June 30, 2010.

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

**Need:**

Gymnasium Floor Recoat - Wet scrub, abrade, apply (3) coats of urethane finish and tape cover plates.

**Fiscal Impact:** Budgeted - \$8,057.00 – Athletics

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve a contract between Victor Valley Community College District and Pacific Floor Company. The work performed will be completed by June 30, 2010.

Legal Review: YES \_\_\_ NOT APPLICABLE X \_\_\_

Reference for Agenda: YES \_\_\_ NO X \_\_\_





VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: Agreement - Allan Barbish

SUBMITTED BY: Margie Sandello, Student Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The district wishes to enter into an Independent Contractor Agreement with Allan Barbish to provide complete sound system (includes all mics and tech services) at Sultana High School for the June 11, 2010 commencement ceremonies.

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

**Need:**

The above agreement is necessary to provide sound at the Sultana High School Stadium.

**Fiscal Impact:** Graduation account budgeted item. Not to exceed \$2200.

**Recommended Action:** It is recommended by the Superintendent/President that the Board of Trustees approve the Independent Contractor Agreement with Allan Barbish the amount of \$2200.00.

Legal Review: YES \_\_\_ NOT APPLICABLE X

Reference for Agenda: YES \_\_\_ NO X



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

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

**TOPIC:** BUSINESS ASSOCIATE AGREEMENTS FOR HEALTHCARE PROGRAMS' CLINICAL LOCATIONS

**SUBMITTED BY:** Patricia Luther, RN, Ed.D., Dean, Health Sciences, Public Safety and Vocational Technology

**RECOMMENDED BY:** Christopher O'Hearn



**APPROVED BY:** Christopher O'Hearn



**Description/Background:**

The District requests approval of the Clinical Facility Business Associate Agreement which covers the Health Information Technology for Economic and Clinical Health Act, (HITECH), part of the American Recovery and Investment Act that requires business associates to comply with privacy provisions and security measures related to the HIPAA "Privacy Rule." This "blanket approval" would cover all Victor Valley Community College District healthcare programs' clinical sites.

**Need:**

For District healthcare programs clinical site compliance. Clinical sites are used by all healthcare programs of the district.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board of Trustees approve the Business Associate Agreement for all healthcare programs of the district.

**Legal Review:**  NOT APPLICABLE

**Reference for Agenda:** YES  NO







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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** AGREEMENT RENEWAL (THIRD AMENDMENT) – COMMUNITY HOSPITAL OF SAN BERNARDINO

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

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

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

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

**Need:**

To provide clinical learning facilities for health sciences programs.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees renew the third amendment to the Education Affiliation agreement that was originally approved on March 1, 2007 between Victor Valley Community College District and 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:** AGREEMENTS - CONTRACT EDUCATION SERVICES

**SUBMITTED BY:** Debbie Potts, Contract Education

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

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

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

Vendor:	Income to the District
Philly Cheese Steak	\$ 300.00
Cardenas Mexican Market	\$ 300.00
Fresh Wok	\$ 300.00
Phoenix China	\$ 300.00
Jensens	\$ 600.00
Los Alazanes –15461 Main St., Hesperia	\$ 300.00
Los Alazanes – 14153 Mariposa Rd., Victorville	\$ 300.00
Rosita Restaurant	\$ 300.00
Red Robin Restaurant	\$ 300.00
Angels Road House Restaurant	\$ 300.00
Roberto Mexican Food	\$ 300.00
The Order of the Eagles Lodge	\$ 300.00
Idle Spurs Buffet	\$ 300.00
Arturo's Restaurant	\$ 300.00
<b>Total:</b>	<b>\$ 4,500.00</b>

**Need:**

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

**Fiscal Impact:** \$4,500.00 Income to the District

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

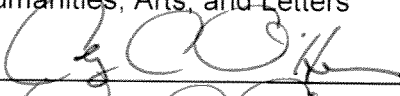



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** MEMORANDUM OF UNDERSTANDING – U.S. FOREST SERVICE, PACIFIC SOUTHWEST REGION, FIRE AND AVIATION MANAGEMENT

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

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District desires to accept a Memorandum of Understanding (MOU) between Victor Valley Community College District and the U.S. Forest Service, Pacific Southwest Region, Fire and Aviation Management. The MOU is effective upon Board of Trustees acceptance and remains in affect until such time either parties submit a termination of agreement.

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

**Need:**

The MOU is to offer Safety Refresher training courses on campus .

**Fiscal Impact:** \$9,000.00 income to the District

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees accept a Memorandum of Understanding (MOU) between Victor Valley Community College District and the U.S. Forest Service, Pacific Southwest Region, Fire and Aviation Management. The MOU is effective upon Board of Trustees acceptance and remains in effect until such time either parties submit a termination of agreement.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO




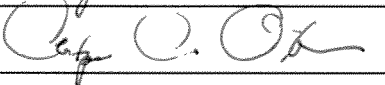
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** AGREEMENT – INDEPENDENT CONTRACTOR, RUBY WIKSTROM

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

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Ruby Wikstrom. The period of this agreement is from March 10, 2010, through June 30, 2010.

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

**Need:**

The consultant will be working in the Office of Instruction and Student Services in scheduling courses/programs to assist students with successful course completion. The consultant will also be assisting with streamlining schedule and catalog production.

**Fiscal Impact:** Budgeted - \$3,500.00 – Title V Coop Grant  
\$3,500.00 - Budgeted Item – General Fund

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Ruby Wikstrom. The period of this agreement is from March 10, 2010, through June 30, 2010.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO





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

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

**TOPIC:** ACCEPTANCE OF GRANT FUNDS FROM THE OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHDP), HEALTHCARE AND WORKFORCE AND COMMUNITY DEVELOPMENT

**SUBMITTED BY:** Pat Luther, Dean, Health Sciences, Public Safety and Vocational Technology

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District desires to accept the Song-Brown Registered Nurse Special Program funding award for fiscal years 2009-2011. Offered through the Office of Statewide Health Planning and Development (OSHDP), Healthcare and Workforce and Community Development.

**Need:**

For Registered Nursing Program to increase access to health care and reduce health disparities within the State of California.

**Fiscal Impact:** \$123,396.00 to the District for the Nursing Program.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees accept the grant funds in the amount of \$123,396.00 from the Office of Statewide Health Planning and Development (OSHDP), Healthcare and Workforce and Community Development.

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

**Reference for Agenda:** YES X NO \_\_\_



Office of Statewide Health Planning and Development

**Healthcare Workforce and Community Development**

400 R Street, Room 330  
Sacramento, California 95811  
(916) 326-3700  
Fax (916) 322-2588  
www.oshpd.ca.gov/hwccd



April 29, 2009

Patricia Luther, RN, MSN, EdD  
Director of Nursing,  
Victor Valley Community College  
18422 Bear Valley Road  
Victorville, CA 92395

Dear Dr. Luther:

Congratulations on your \$123,396.00 Song-Brown Registered Nurse Special Program funding award. Four Registered Nurse Special Program proposals were fully funded during this two-year funding cycle 2009-2011 totaling \$497,352.00. A copy of the entire award list is attached.

The California Healthcare Workforce Policy Commission (CHWPC) and the Healthcare Workforce Development Division appreciate your continued efforts to increase access to health care and reduce health disparities within the state of California. If you have any questions, please contact Manuela Lachica at (916) 326-3752 or by e-mail at [MLachica@oshpd.ca.gov](mailto:MLachica@oshpd.ca.gov).

Sincerely,

Angela L. Minniefield, M.P.A.  
Deputy Director

Attachment

cc: Manuela Lachica, Song-Brown Program Director

CHWPC Members

REGISTERED NURSE EDUCATION TRAINING PROGRAMS  
2009 SPECIAL PROGRAM AWARDS

California State University, San Marcos	\$125,000.00
California State University, Fresno	\$124,928.00
Los Angeles County College	\$124,028.00
Victor Valley Community College	\$123,396.00
Total	\$497,352.00

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

AGREEMENT NUMBER

**09-9088**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development

CONTRACTOR'S NAME

Victor Valley Community College

2. The term of this Agreement is: 07/01/2009 through 06/30/2011

3. The maximum amount of this Agreement is: \$ 123,396.00  
 One Hundred Twenty Three Thousand Three Hundred Ninety Six Dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C\* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 4 page(s)

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

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Victor Valley Community College

BY (Authorized Signature)

*Robert M. Silverman*

DATE SIGNED (Do not type)

05-27-09

PRINTED NAME AND TITLE OF PERSON SIGNING

Dr. Robert Silverman, Superintendent / President

ADDRESS

18422 Bear Valley Road  
 Victorville, CA 92395

**STATE OF CALIFORNIA**

AGENCY NAME

Office of Statewide Health Planning and Development

BY (Authorized Signature)

*Patty Nelson*

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Patty Nelson, SSMI Procurement and Contract Services

ADDRESS

400 R Street, Room 359, Sacramento, Ca 95811

California Department of General Services Use Only

5/28/09

Our copy will keep

ORIGINAL

per Marcela Lachua

Exempt per:

**EXHIBIT A**

**SCOPE OF WORK**

1. Contractor agrees to the following:
  - A. Under the direction of the Director of the Victor Valley Community College hire a full-time tenure track Skills Lab Coordinator for the Associate Degree in Nursing Skills program.
  - B. Submission of a progress report evaluating the program's effectiveness after one (1) year of the award date.
  - C. Submission of a complete final report including data outcomes on the special program at the end of the Contract period.
  - D. Budgeted personnel with anticipated duties:
    1. Skills Lab Coordinator – This faculty member will be responsible for carrying out all activities associated with the Associate Degree in Nursing Skills Lab Capacity Building Project.
2. OSHPD agrees to provide:
  - A. The Program Director of the Registered Nursing Education Program, the current fiscal year's (07-01-2009 to 06-30-2010) master certification form and instructions by September 30<sup>th</sup> of the current fiscal year.
3. The program representatives during the term of this Contract will be:

State Agency: Office of Statewide Health Planning & Development	Training Program: Associate Degree in Nursing Skills Lab Capacity Building Project
Name: Manuela Lachica Program Administrator	Name: Dr. Patricia Luther Director of Nursing
Phone: (916) 326-3752	Phone: (760) 245-4271x2412
Fax: (916) 322-2588	Fax:
E-mail: <a href="mailto:mlachica@oshpd.ca.gov">mlachica@oshpd.ca.gov</a>	E-mail: <a href="mailto:lutherp@vvc.edu">lutherp@vvc.edu</a>

**EXHIBIT A**

Direct all Contract inquiries to:

State Agency: OSHPD	Contractor: Victor Valley Community College
Section/Unit: Health Care Workforce and Community Development Division	Section/Unit: Registered Nursing Education Program
Attention: Terrie Smith Program Analyst	Attention: Dr. Patricia Luther
Address: 400 R Street Sacramento, CA 95811	Address: 18422 Bear Valley Road Victorville, CA 92395
Phone: (916) 326-3754	Phone: (760) 245-4271x2412
Fax: (916) 322-2588	Fax:
E-mail: <a href="mailto:tsmith@oshpd.ca.gov">tsmith@oshpd.ca.gov</a>	E-mail: <a href="mailto:lutherp@vvc.edu">lutherp@vvc.edu</a>

**EXHIBIT B**

The OSHPD shall reimburse the Contractor for the expenses incurred in providing the services outlined in Exhibit A in accordance with the following schedule:

**FISCAL YEAR: 07-01-2009 to 06-30-2010**

**PERSONNEL SERVICES:**

Skills Lab Coordinator  
Salary & Benefits

**Total Reimbursement  
Not to Exceed:**

\$58,760

**OTHER COSTS:**

Indirect Costs (8% maximum)

\$2,938

**Sub-Total for Fiscal Year: 07-01-2009 to 06-30-2010**

**\$61,698**

**FISCAL YEAR: 07-01-2010 to 06-30-2011**

**PERSONNEL SERVICES:**

Skills Lab Coordinator  
Salary & Benefits

**Total Reimbursement  
Not to Exceed:**

\$58,760

**OTHER COSTS:**

Indirect Costs (8% maximum)

\$2,938

**Sub-Total for Fiscal Year: 07-01-2010 to 06-30-2011**

**\$61,698**

**Contract Total**

**\$123,396.00**



## EXHIBIT B

### BUDGET DETAIL AND PAYMENT PROVISIONS

#### 1. Payment

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C, OSHPD agrees to compensate Victor Valley Community College for actual expenditures incurred in accordance with the rates specified in Exhibit B page 1 of 2.
- B. Budget modifications consist of a change within the approved budget that does not amend the amount or the term of the contract. Contractors may only request one (1) budget modification per fiscal year. Revised budget pages are required and must reflect the proposed budget modification. With the exception of the personnel services category, a transfer of funds up to 15% of the contract is permissible across each budget category (i.e., operating expenses, major equipment, and other costs) with notification to the OSHPD. Transfers of funds between the personnel services category and any other budget category will require a budget modification and contract amendment.
- C. Quarterly certifications shall include the Contract Number, the names of the people employed under this Contract, and a certification by the Director of the Registered Nurse Education Program (original signature) that each person was engaged in activities authorized by this Contract. These documents shall be submitted on a quarterly basis in arrears to:
- Terrie Smith, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
400 R Street, Room 330  
Sacramento, CA 95811
- D. A final quarterly certification shall be submitted within 120 days after the Contract has ended (i.e., Contract ends June 30<sup>th</sup>, final certification is due by October 30<sup>th</sup>). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

#### 2. Budget Contingency Clause

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

EXHIBIT D

**SPECIAL TERMS AND CONDITIONS**

**1. RESOLUTION OF CONTRACT DISPUTES:**

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

- (A) The Contractor first discusses a problem informally with the Song Brown Health Care Workforce Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce and Community Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the findings and decision.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to binding arbitration

EXHIBIT E

**ADDITIONAL PROVISIONS**

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

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

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

I. Contract Awards

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

EXHIBIT E

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

II. Contract Terms

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the contract, which shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.
- B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final invoice submitted within 120 days of contract's end to the Healthcare Workforce and Community Development Division. The invoice shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this Contract, and costs to the Contractor for the services for which reimbursement is sought. The required invoice format shall be provided to the Contractor prior to the effective date of the Contract.
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the Healthcare Workforce Policy Commission.

## EXHIBIT E

## III. Accounting Records and Audits

## A. Accounting

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

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

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

## B. Expenditure Reporting

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

## C. Record Retention and Audit

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

**EXHIBIT E**

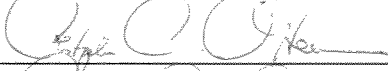
4. The education institution shall preserve and make available its records (a) for a period of three (3) years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the education institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the education institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two (2) years following the last day of the month or reimbursement to the education institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.


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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: CHILD DEVELOPMENT CENTER HANDBOOK CHANGES

SUBMITTED BY: Kelley Johnson, Director, Child Development Center

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District desires to approve the amended revisions to the Child Development Center Handbook as submitted for the 2010-2011 school year.

**Need:**

The Department of Education requires that any changes made to the Child Development Center Handbook be submitted to the Board of Trustees for approval.

**Fiscal Impact:** None

**Recommended Action:**

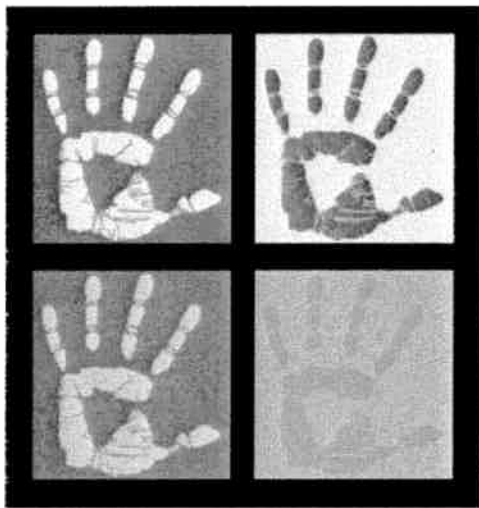
It is recommended by the Superintendent/President that the Board of Trustees approve the amended revisions to the Child Development Center Handbook as submitted for 2010-2011 school year.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



# Child Development Center Parent Handbook



18422 Bear Valley Road  
Victorville, CA 92395  
760-245-4271, ext. 2618

Kelley Johnson, Program Director

Revised March 2010



# Victor Valley College Child Development Center

---

## *Welcome!*

I warmly welcome you to Victor Valley College Child Development Center! We are a lab site for the Child Development Department and are dedicated to providing a quality educational program based on developmental learning principles which foster children's growth and development. We are excited about supporting you as your child's first teacher and we believe in the importance of the home-school connection.

The purpose of this handbook is to acquaint you with our program, philosophy, policies, schedules and procedures, and to answer questions you may have about the Center. If you have additional questions after reviewing this handbook, feel free to discuss them with your teacher, office staff or me. Please remember that we have an open-door policy and want you to feel comfortable sharing your requests, interests, and concerns with us.

Upon enrollment, you are a vital part of a community of caring and responsive staff, students, and parents who are dedicated to providing a positive educational experience for children and their families. Although there is much to read, there is even more to experience! So, we urge you to come and join us as often as you can. We value the rich cultural and ethnic diversity that you bring to our school and encourage you to share it with us!

Sincerely,

Kelley Johnson, Program Director  
Child Development Center

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# Program Beliefs, Mission, Goals, and Objectives

The Victor Valley College Child Development Center (hereby referred to as the CDC) was established in January 1974. The CDC is an integral part of the Division of Science, Technology, Engineering, and Mathematics (S.T.E.M.) at Victor Valley College and functions as a lab for the Child Development Department.

The CDC is state licensed # 360906573 and provides for the care and education of children ages 3 or 4 years old; giving priority to the 4 years old children. "Four-year-old children" mean those children who have their fourth birthday on or before December 2 of the school year in which they are enrolled. "Three-year-old children" mean those children who have their third birthday on or before December 2 of the school year in which they are enrolled. The demographics of the High Desert population are represented in our staff, and the children who are enrolled.

## Our Beliefs

**We believe** that immersing the Child Development students in a high quality program for their practicum and observations best serves the students as well as the families and children in our High Desert community.

**We believe** that children are our most precious and important resource, worthy of respect, and to be valued for their uniqueness.

**We believe** children are natural learners. When placed in a highly stimulating interactive and engaging learning environment, each child's potential can be fully realized.

**We believe** children are curious, open-minded, honest, and accepting. Taking the time to observe them and listening to their ideas and thoughts will help staff fulfill each child's individual needs.

**We believe** that play is a positive and natural way children learn. Play is exploring, experimenting, joyful, and the process through which each child discovers and develops an understanding of the world.

**We believe** that parents are the most important adults in a child's life. We want to develop a respectful partnership between teachers and parents. We assist the parent and ultimately the child when we provide support, encouragement and education for the parent.

## Our Mission....

To provide a model lab site for the Child Development students of Victor Valley Community College as well as providing a safe, learning, and nurturing environment for the children and their families.

# Our Goals

Our goals have been inspired to achieve our mission, and they are the core of what Victor Valley College wants for the students, families, children, and community that Child Development Center serves.

1. The primary goal for the Victor Valley College CDC is to provide a lab for the Child Development Department students. As a lab for the Child Development Department, the CDC provides an ongoing and professionally updated resource for Victor Valley College students to receive professional training that is required for certification and to observe children in a quality program to further their understanding of child growth and development. As a model of child development professionalism, we are dedicated to children and open to growth and change. Providing an educational environment for students keeps our staff informed of the latest trends in the field of Child Development.
2. The goal for the children in the CDC is to provide a safe and rich learning experience designed to meet both their individual and developmental needs. The teaching team plans developmentally appropriate experiences that represent and reflect a commitment to children's positive growth socially, emotionally, physically, cognitively and creatively.
3. The goal for the parents of our children is two-fold; first to support fulfillment of their educational and occupational goals by providing a safe, nurturing, and affordable program where they can be confident that their child(ren) are well cared for and educated. Second, our goal is to partner with the parents by supporting their role as the most influential person in the young child's life.

# Our Objectives

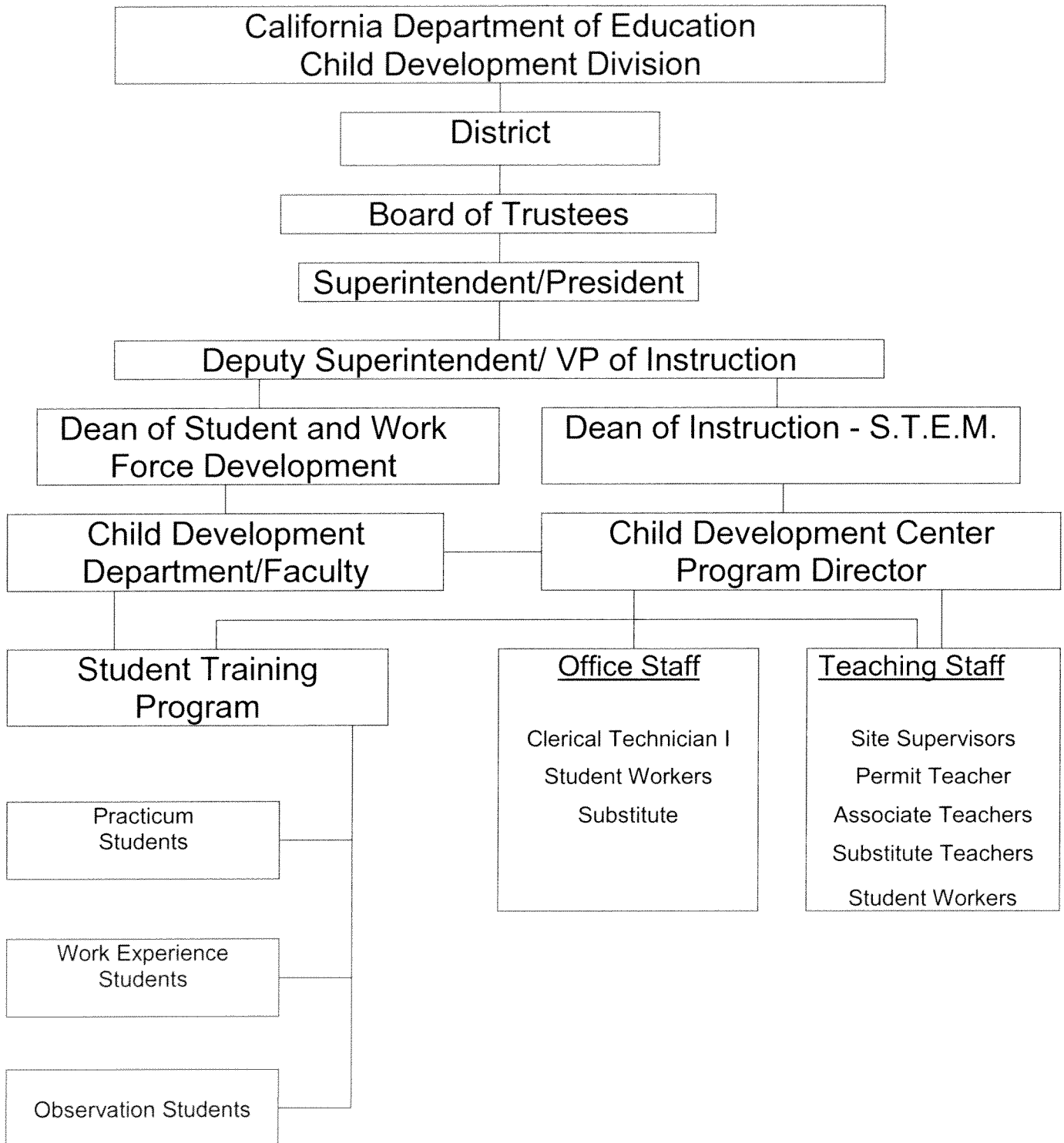
To offer students a program model in which to apply their knowledge about children, families, and development and put that knowledge into practice in a richly diverse setting that supports children and their families as members of the learning community.

- To offer students a laboratory setting to be able to unobtrusively observe the development of young children.
- To provide safe, reliable, inclusive, and culturally relevant child care services in partnership with families and their young children.
- To foster communication and promote relationships that build upon the family culture and to promote respect and cultural sensitivity among children, families and teachers.
- To encourage independence by allowing children to master many self help skills
- To assist children in gaining a sense of confidence and competence by fostering the ability to make choices and decisions within the classroom environment.

## Our Objectives (continued)

- To help children develop self discipline and problem solving skills. Developing social competence is an emerging ability during the preschool years.
- To provide opportunities for children and adults to experience joy, playfulness, learning, and recreation with other children and adults.
- To provide a highly interactive and engaging learning environment.
- To assist children in gaining knowledge of their world, in developing creative expression, and becoming comfortable with physical movement.
- To provide school readiness activities that foster growth in attention, memory, mathematical concepts, literacy, problem solving, and critical thinking.
- To help children develop the ability to communicate their thoughts, ideas, and feelings, and to listen and respect viewpoints of others.

# Victor Valley College - Child Development Center Organizational Chart





# Policies and Procedures

The Victor Valley College CDC operates from mid August to mid June and is funded through a contract from the California State Department of Education, Child Development Division. The CDC is contracted to offer a State Preschool program during 180 school days in a year round calendar. The CDC must adhere to the contract funding terms and conditions for both Title 5 and Title 22 regulations.

The following policies and procedures are consistent with the regulations established by the funding source.

## Hours of Operation/Ages of Children

The State Preschool program offers a part-day, five day-a-week program designed to serve the income-eligible child during the year prior to kindergarten. Four year olds are given priority, and if space allows three years olds will be enrolled. This program is offered Monday-Friday, from 8:00 a.m. to 11:00 a.m. or 12:00 p.m. to 3:00 p.m. Children must attend all five days.

## Americans with Disabilities Act

At the Victor Valley College CDC all children are welcomed. We do not discriminate on the basis of sex, sexual orientation, gender, ethnic group identification, race ancestry, national origin, religion, color, mental or physical disability, when determining which children are served. Our program welcomes and includes children with disabilities, and we make reasonable accommodations for such children as described in the Americans with Disabilities Act. We work closely with other agencies and families to provide exemplary services to these children.

All parents will be given the Uniform Complaint Procedures at the time of enrollment. All notices to parents or guardians regarding the complaint procedures will be available in both English and Spanish.

The Victor Valley College CDC:

- Welcomes the enrollment of children with disabilities
- Understands the requirement of the Americans with Disability Act (ADA) to make reasonable accommodations for such children
- Implements those accommodations
- Refrains from religious instruction or worship

## Admission and Eligibility

To receive State Preschool program services, families shall meet eligibility criteria as specified below, including living and/or working in the State of California. Evidence of a street address, post office address, income verification or declaration to live or work in California satisfies this requirement. The determination of eligibility shall be without regard to the immigration status of the child or the child's parent(s) unless either are under a final order of deportation from the United States Department of Justice.

The **eligibility** criteria:

Pre-kindergarten children ages three (3) to five (5) at the time of enrollment are eligible for the program, recognizing that they must be at least 3 years old by December 2<sup>nd</sup> of the current year. Except for CPS children, the family's adjusted monthly income cannot exceed the income ceilings established by the CDE at the time of enrollment.

Families must income qualify. Children who are in care of CPS are an exception to this rule.

## Waiting List

CDC has two waiting list options. One for the students enrolled at VVC, and one for the general community (Centralized Eligibility List)

Once licensed capacity is reached, children will be placed on either/both waiting lists in accordance with the above priorities.

# Admission Policies

## Priorities

**First Priority:** Age eligible children who are identified by a legal, medical, social service agency, or emergency shelter as a recipient of protective services, or being neglected, abused, or exploited, or at risk of neglect, abuse or exploitation;

**Second Priority:** Lowest income 4-year olds first, then lowest income 3-year olds. If children are on the same income rank, we further prioritize as follows:

- 1) Child Protective Services: Within this priority, children receiving protective services through the local county welfare department shall be admitted first.
- 2) Parents enrolled at Victor Valley College
- 3) At-risk children whose family circumstances may diminish opportunities for normal development
- 4) An eligible child with an Individual Education Plan
- 5) In the event that there is space available after all recruitment efforts have been made, the program can accept families up to 15% over the income guidelines, not to exceed ten percent of the total spaces. This also includes children who have an Individual Education Plan that specifies a State Preschool placement.

## **Admission Procedures**

The following information is necessary for enrollment:

1. Birth Certificate (Certified County Copy) of all children in the family
2. Physician's Report
3. Child's Immunization Record
4. Income Verification (minimum 3 months, gross monthly income)
5. TB Test (negative results, performed within 1 year)

## **Family Size Documentation and Determination**

1. Records of marriage, divorce, domestic partnership or legal separation
2. Records of Foster Care placement
3. County Welfare Department records
4. Other reliable documentation indicating the relationship of the child to the parent
5. Rental receipts or agreements, contracts, utility bills, other documentation for the residence of the family indicating that the parent is the responsible party.
6. Any other documentation to confirm the presence or absence of a parent of a child in the family excluding a self-declaration.

Upon acceptance, an enrollment packet must be completed by the parent or guardian, and an enrollment appointment must be completed before the child can attend.

## **Income Verification**

Parents are expected to provide proof of income in the following ways:

- Copy of three month's worth of check stubs
- SSI income statements and/or copy of checks
- Copy of TANF Notice of Action stating yearly income/monthly income allotments
- Financial Aid award letter
- Copy of court order for child and/or spousal support
- Copy of Veteran's benefits award letter
- Copy of Worker's Compensation Benefits
- Copy of Foster Care Income Notification

## Income Verification (continued)

- Copy of Social Security Administration Income award letter
- Affidavit signed for Housing or automobile allowances
- Copy of Disability or unemployment compensation award letter and/or copy of checks
- Copy of bank statements for dividends, interest on saving or bonds, income from states or trust, net rental income or royalties
- Copy of Financial assistance received for the case of a child living with an adult other than the biological or adoptive parent notification
- Copy of Statements for Pension or annuities
- Inheritance
- Income from other enterprise for gain

For adults who are part of the household and do not have any income, they will complete an affidavit form signed under penalty of perjury stating that they do not have any income.

## Helpful Definitions

### Household Size

The following definitions will be helpful in determining household size:

1. **Household:** A household is defined as a group of related and/or unrelated individuals who reside together and function as one economic unit, sharing living expenses. Household, family, and economic unit are synonymous terms. The following definitions relate to the definition of a household:
  - a. **Adopted Child:** An adopted child is one for whom a family has accepted legal responsibility. The child is a member of the household in which the child resides.
  - b. **Foster Child:** A foster child resides in a household, but is the legal responsibility of a court or welfare agency. A foster child is a family of one and must have a separate eligibility application.
  - c. **Child away at school:** A child who is away at a boarding school or college should be counted as a member of the household in which the child ordinarily resides.
2. **Military Family:** Household members who are deployed in relation to *Operation Enduring Freedom* must be counted as household members. However, only the portion of their incomes that is available to the families is to be counted as household income.

## **Income**

Income is defined as any money that is received on a recurring basis, including:

1. **Work earnings:** Gross salaries and wages, net income from self-employment, strike benefits, unemployment compensation and the like;
2. **Welfare**, child support, and alimony: Public assistance payments, child support payments, and alimony payments.
3. **Pensions**, retirement, social security: Pensions, retirement income, and social security payments;
4. **Other income:** Net rental income, net royalties, interest, dividend income, savings withdrawals, trust income, and other income regularly available to the family or household..

## **Variable Income**

1. Seasonal income: Seasonal and migrant workers should report annual income as current income, due to the fact that their incomes fluctuate from month to month.
2. Self-employed income: Self-employed persons should report net rather than gross income. Households with income from both salaries and self-employment should list each amount separately.

## **Zero Income**

The Child Development Center will approve the application of a child whose household income is zero, but only for a period of 45 days after which the CDC will follow-up to determine the family's income. If the CDC determines that the family's income continues to be zero, CDC will follow-up every 45 days and each follow up activity will be documented.

## **Community Care Licensing Information and Forms**

In order to comply with Community Care Licensing, Title 22 requirements, parents will be provided with the following information/forms:

- Copy of Admission Agreement
- Notification of Parents' Rights form (LIC 995)
- Personal Rights form (LIC 613A)
- Identification and Emergency Information (LIC 700)
- Consent for Emergency Medical Treatment form (LIC 627)
- Child's Preadmission Health History-Parent's Report (LIC 702)
- Physician's Report-Child Care Centers (LIC 701) (medical-assessment requirement, including TB skin testing if indicated by the child's physician)
- Immunization Requirements
- Needs and Services Plan (for children with special needs)

## **Additional Information and Forms**

Parents also will be provided with the following information/forms:

- Child Care Data Collection – 9600 A
- Parent's Volunteer Form
- Discipline Policy
- Termination Policy and Appeal Procedure
- Child Abuse Prevention Pamphlet
- Photograph Permission Slip
- Field Trip and Water Play Permission Slip
- Family Needs Assessment Form
- Uniform Complaint Procedures Form
- Authorization to Release Information
- Absence Policy
- Handbook (receipt page)
- Social Emotional Profile
- Medical Statement to Request Special Meals
- Letter to Parents to Collect Racial-Ethnic Data
- Child Care Enrollment Application for Centers with No Meal Charge

# Termination of Services

A child can be terminated from Victor Valley College CDC for one or any combination of the following:

1. Unexcused absences in excess of three (3) per semester.
2. Ten consecutive classroom days absences for reasons that would otherwise be excused
3. Absences for more than half of the contracted days in any given month, except if specified in a court order document.
4. Failure to provide documentation.
5. A false statement made on any document filed for child's admission or retention in the program.
6. Failure to communicate to the Center changes which may affect or relate to address, telephone number or emergency information which includes failure to keep Emergency Card up to date.
7. Unsafe conduct on Center grounds, including parking lot.
8. Failure to escort children to a teacher upon arrival at the Center, abandoning children in parking lot, lobby, office, hall, or other area of the Center.
9. Failure to sign in and/or out children
10. Failure to provide full signature for both daily sign-in and sign-out sheets.
11. Rude and/or malicious actions toward Center staff, other parents, or children.
12. Failure to comply with Center policy with regard to discipline and/or procedures established to correct discipline problems.
13. Causing injury to another child or staff member.
14. Child whose behavior poses a threat to the physical or emotional well-being of other children or staff.
15. When the program in its unfettered discretion determines the school is unable to meet the need of the child and/or parent(s).
16. Violations of California Education Code regarding firearms, alcohol, drugs, physical altercations, theft, and destruction of property, immoral conduct, etc.
17. Violations of California Penal Code Section 71 regarding the threatening of public officers, employees and school officials (this constitutes a felony and would also be cause for criminal arrest).
18. Failure to follow established procedures for processing concerns or complaints, or diminishing reputation of the school.
19. Children absent for more than half of their contracted days in any given month.
20. Children absent for ten (10) consecutive classroom days for reasons that would otherwise be excused.
21. Three late notices in one fiscal year.
22. Failure to pay late fees by Friday of the week that the late notice was given.
23. Family leave or break in services without prior permission from Director or extending beyond the 10 days maximum allowed.

When services are terminated, the parent will be notified by telephone, in person, and/or by a Notice of Action mailed to the parent, stating the reason or reasons for termination of child care services (a Notice of Action is provided to the parents in all instances).

## Termination Procedure

Parents will be notified in writing of reasons for termination of services. However, violation of #11, #14, #16 and #17 is cause for immediate suspension and termination from the program per Board or designee direction.

Parents have the right to drop their child from the program at any time. We do ask, however, that you make every effort to give us advanced notice, so that we can enroll a new child, and assist both you and your children in the transition to another program.

## Appeal Procedure

The following procedures and information are also included on the reverse of the Notice of Action form which is sent to parents upon initial certification, denial of, change of, or termination of services.

To appeal an action proposed on the Notice of Action Form, the parent must file a written request for a hearing, including a request for an interpreter if necessary, during said hearing, within fourteen (14) calendar days of receipt of the Notice of Action. The first appeal is to be filed with the agency from which the parent receives childcare services. That appeal request is to be delivered to the address on the front of this handbook or in the back of the Notice of Action. Hearing on this appeal will be conducted by persons who are least one level above the person who made the contested decision.

During the above noted hearing, the parent may speak for her/himself or may be represented by a friend, attorney, or other spokesperson. As noted in the preceding paragraph, an interpreter will be made available, if needed. A representative of the local agency will be present to explain the agency's reason for the action indicated on the Notice of Action. Following the hearing, the parent will receive a written decision from the local agency, together with an explanation of the following process for the next level of appeal.

If dissatisfied with the decision reached by the local agency, the parent may then file a written appeal to the State Department of Education's Child Development Division. This appeal must be made within fourteen (14) calendar days of the receipt of the decision reached by the agency. To ensure that the local agency will not take the intended action on the date specified, the parent should advise the agency of the intent to appeal to the State. With the written appeal to the Child Development Division, send a copy of the agency's Notice of Action and a copy of the decision rendered by the local child care agency.

Upon receipt of the appeal, the Child Development Division will review the information submitted and render a final decision within thirty (30) calendar days. This decision will be mailed directly to the parent and a copy will be sent to the local agency.

**Mail this second appeal to:** California State Department of Education  
Child Development Division  
1430 N Street, Suite 3410  
Sacramento, CA 95814  
Attention: Appeals Coordinator

The appeals procedures set forth above are also set forth on the reverse of the Notice of Action Form.



## Appeal Procedure (continued)

Certified families will be maintained in the program as long as they meet the need and eligibility requirements. If a family is moved between subsidized programs, the administration will take every effort to make a smooth transition. A Notice of Action will accompany any changes.

## Delinquent Fees

Any late fees need to be paid by Friday of the week the late notice was given. If payment is not received or arrangement is not made by that Friday, it will be considered delinquent and subject to termination. Further collection actions will be taken.

## Confidentiality of Information

In the process of providing comprehensive services, the CDC gathers personal information on children and families. The CDC director is the designated custodian of the children and family records. It is the policy of the CDC to insure maximum confidentiality at all times.

The use and/or disclosure of your family financial status and child's records will be limited to the administrative team of our program. Documents are subject to reviews by auditors and representatives of the State of California, Child Development Division and Community Care Licensing. A representative of either of these entities may enter the CDC announced or unannounced and speak to staff, parents and children without pre-approval and may examine all files and records. No other use of information shall be made without parents' prior written consent. Parents will have full access to all information contained in the child's individual file.

All information is held confidential, and it will not be shared between agencies without parents' written consent.

## Absence Policy

Parents are responsible for reporting all absences to the Center on a daily basis. If a child is going to be absent, immediately call the Center at **245-4271, Ext. 2239**. Any absence that is not called in on the day of absence is considered "unexcused" and subject to the Termination Policy.

Upon the phone call, office staff will complete an Absentee Form stating the reason of the child's absence. This form will be kept in the office for attendance purposes.

If the child is absent for a week, a doctor's note or a written verification for absence is needed the day the child returns and an Absentee Form needs to be completed per each day of absence, as well. In addition, the parent has to sign the sign in/sign out sheet for all absences. The parent's full signature is required on this form. Failure to complete the sign-in/sign out sheet will result in an unexcused absence.

## Excused Absences

Subsidized families must follow the State definition of excused absences.

**An excused absence is an absence for any of the following reasons:**

- 1) Illness of the child. (Do not use "ill" or "sick" - give specific illness or symptoms)
- 2) Illness of a parent or sibling and no other arrangements for transportation can be made.
- 3) Quarantine. (Give specific reason for quarantine)
- 4) Dental, doctor, or therapy appointment (Please give advance notice to the center when possible).
- 5) Court ordered visitation (copy of court order must be on file).
- 6) WIC appointments

**Family Emergency-** crisis oriented with reasonable limits to be determined by Program Director:

- 1) Natural disaster
- 2) Transportation
- 3) Funeral
- 4) Unusual utility emergency
- 5) Court date
- 6) Respite care
- 7) Hospitalization of family member

### Best Interest of Child

Each child will be allowed a maximum of 10 days per fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>) for absences that are **clearly in the best** interest of the child. Circumstances in the best interest of the child are:

- Vacation
- Spending time with family members
- Other reasons deemed appropriate by the Director or designee.

Any absences in excess of the ten days in this category will be deemed unexcused and subject to the termination policy.

**Please make every effort to ensure that your child attends the Center regularly. We provide a quality program for your child. Research has proven that children who participate in such educational programs experience long lasting education gains. The KEY is that your child attends CONSISTENTLY. To this end, we have established the following policies:**

- If a child is absent from school for more than 5 days, a doctor's note or a written verification to return is required.
- Enrolled children absent for ten (10) consecutive classroom days for reasons that would otherwise be excused may be dropped unless there are extenuating circumstances (i.e. child in hospital).
- Enrolled children absent for more than half of their contracted days in any given month may be dropped from the program.
- Three **unexcused absences** in one semester will result in termination of services.

## **Family Leave or Break in Services**

Recognizing that the Center is unable to claim any reimbursement during an extended family leave or break in services, each child will be allowed a maximum of 10 school days per fiscal year for extenuating circumstances that must be approved on an individual basis by the Director. Otherwise, a Notice of Action terminating the family will be issued.

# **Personnel Policies**

The Center's personnel are governed by written policies which provide job descriptions, qualifications requirements, objective review of grievances and complaints, a sound compensation plan, and statements of employee benefits and responsibilities. All employees are cleared through the Department of justice through fingerprints and the Child Abuse Index.

Teachers must have a valid Child Development Permit issued through the California State Department of Education Commission on Teacher Credentialing and have a current CPR/Pediatric first aid card and a current food handler card.

Each teacher has an assisting team partner that holds a Child Development Associate Permit or higher. As the first and most important teacher, each parent or guardian are strongly recommended to actively volunteer in your child's classroom. Becoming a parent teacher brings an amazing value to the classroom teaching team.

In order to provide the best possible experience for each child, all teachers know it is important that they:

- Attend in-service meetings with the entire staff.
- Constantly record observations of children's activities and develop a yearly portfolio of each child's work.
- Plan daily with their team teacher to build on children's interests and needs.
- Attend frequent staff workshops on child development issues
- Attend national or regional educational conferences whenever possible.
- Constantly read and review new research and literature on quality early childhood education.
- Complete the California Department of Education Compliance Requirements.

## **Staffing Ratios and Supervision**

The Preschool ratio is one adult to eight children. We have fully qualified teachers in each room, along with work study students, and teachers in training and volunteers. The whole team makes sure that children are supervised during all times.

Restrooms – A staff member is always standing by the restroom door for close supervision.

## **Title 22 Regulations:**

### **101229 Responsibility for Providing Care and Supervision**

(a) The licensee shall provide care and supervision as necessary to meet the children's needs.

(1) No child(ren) shall be left without the supervision of a teacher at any time, except as specified in Sections 101216.2(e)(1) and 101230(c)(1). Supervision shall include visual observation.

NOTE: Authority cited: Section 1596.81, Health and Safety Code. Reference: Sections 1596.72, 1596.73, 1596.81 and 1597.05, Health and Safety Code.

### **101216.2 Teacher Aide Qualification and Duties**

(e) An aide shall work only under the direct supervision of a teacher.

(1) An aide who is 18 years of age or older, and who meets the requirements of this section and Section 101216, may escort and/or assist children in going to the bathroom, and may supervise napping children as specified in Section 101230(c)(1), without being under the direct supervision of a teacher.

**Section 101230** does not pertain to CDC since children enrolled in the program do not nap during their daily schedule.

For more information about Title 22 regulations you can log on

<http://www.dss.cahwnet.gov/ord/PG587.htm>

# General Policies

The CDC is dedicated to providing quality care and education for your children. The following policies and procedures are established to ensure the Center is safe, comfortable, happy, and pleasant for your children.

## Daily Arrival at CDC

It is important to us that your child is greeted each day and welcomed to the Center. Please walk your child to her/his class (this may be the regular classroom, another classroom as posted, or the playground). **MAKE SURE THAT YOUR CHILD IS PRESENTED TO A TEACHER and that her/his presence is ACKNOWLEDGED by that teacher.**

Drop-offs are **NOT** allowed in the parking lot, lobby, office, hall or any area of the Center other than as specified above. This is a serious safety issue; violation of this policy can result in termination of your child care services.

**NO CHILD SHOULD EVER BE LEFT UNATTENDED ANYWHERE IN THE CENTER OR ON CENTER GROUNDS, ESPECIALLY NOT IN YOUR CAR WHILE YOU ARE DROPPING OFF OR PICKING UP OTHER CHILDREN. IT IS ILLEGAL TO DO SO!**

**BE SURE TO SIGN IN ON THE SIGN-IN SHEET** with a full signature in your child's classroom before leaving. In an emergency, the sign-in sheet documents show which children are in attendance.

## Late Pick Ups = Late Fees

When children are not picked up at their scheduled time, parents will be issued a late notice. Three late notices in a fiscal year will result in termination of childcare services. Make sure to call every time that you will be in late, so the staff knows that someone will come to pick up the child. Also, remember that if you are designating someone else who is not on the emergency card, or is on the emergency card and no picture ID is presented at the time of picking your child up, we will not release your child; late notices and late fees will still apply even if the person was here on time. It is your responsibility to update the emergency information and contacts. Your child security is very important to us. This is a serious safety issue, so violation of this policy can result in termination of your preschool services.

**A \$10.00 LATE FEE** is charged when a child is picked up **after the Center's closing time.** Payment arrangements can be made through the office.

## Late Pick Ups = Late Fees (continued)

Following chart shows some examples of how the late fees are applied:

AM Program		PM Program	
11:06 a.m.	\$ 10.00	3:06 a.m.	\$ 10.00
11:15 a.m.	\$ 10.00	3:15 a.m.	\$ 10.00
11:16 a.m.	\$ 20.00	3:16 a.m.	\$ 20.00
11:30 a.m.	\$ 20.00	3:30 a.m.	\$ 20.00
11:31 a.m.	\$ 30.00	3:31 a.m.	\$ 30.00
11:45 a.m.	\$ 30.00	3:45 a.m.	\$ 30.00
11:46 a.m.	\$ 40.00	3:46 a.m.	\$ 40.00
12:00 noon	\$ 40.00	4:00 p.m.	\$ 40.00

For children left more than one hour past closing time with no contact from the parent, the Sheriff's Department will be contacted to pick up the child. **A late notice and a late fee will still apply even if contact was made.**

## Daily Sign-in/Sign-Out Sheets

Sign-in/out sheets are legal forms between the parent and the Center, and the parents are required to sign attendance sheets and record the exact time the child arrives and leaves the Center. Failure to comply with this requirement is cause of termination.

Each child **must** be signed in with the parent's **full signature** when she/he arrives for the day. We are required by California Department of Education to have full legal signatures, so **initials will not be accepted**. The center will not be responsible for a child who has not been signed in, or for a child who has already been signed out.

If you forget to sign in or sign out your child, you will be required to come back right away to do so; make sure to keep your contact information updated. Failure to comply with both instances is cause for termination of services. Remember, you could help to save a life in case of a disaster because when a child is signed in the team in charge to collect all the children, which will not necessarily include your child's teacher, will be able to recognize any missing child.

The same way when a child is signed out the team in charge won't have the risk their lives looking for a child who is no longer at the center.

Parents or adults listed on the emergency cards (classroom and office) and the emergency information sheet in the file are the only parties legally able to pick up the child. Without prior approval by the Director or Site Supervisor, **no child shall be released to anyone not listed on a child's emergency information cards, except**, when the other parent who is not part of the household and/or is not on the emergency information cards and NO RESTRAINING ORDER against she/he is on file can prove to be who she/he says to be. However, a courtesy call will be made to you right away, so you are aware of what is happening..

## Who Will Be Allowed to Pick Up Your Child?

A child will be released **ONLY** to authorized persons listed on the emergency cards (classroom and office) and emergency information sheet in the file regardless if the person delivered the child to the Center.; **EXCEPT**, when the other parent who is not part of the household and/or is not on the emergency information cards is when a parent who is not part of the household and **NO RESTRAINING ORDER** against she/he is on file can prove to be who she/he says to be. However, a courtesy call will be made to you right away, so you are aware of what is happening.

Each authorized individual:

1. Must be at least 18 years of age.
2. Must be listed on the Emergency Card.
3. Must provide a driver's license or other photo identification if not known to the staff.
4. Must have mandated car seat to transport the children; otherwise, Campus Police will be notified.

**WE WILL NOT RELEASE ANY CHILD TO ANYONE WHO SEEMS INTOXICATED AND/OR HAS ALCOHOL ON HER/HIS BREATH.**

The CDC has the right to request a picture I.D. of anybody who is picking up your child if not previously known to the teacher or other staff.

## Custody Issues

Any parent who requests that a child not be released to the child's other parent or legal guardian **must** have a court order on file at the Center.

Please remember that any custody issues or court-ordered visitations are to be settled between the people involved at some location other than the CDC.

## Field Trips

We do take the children on field trips from time to time. These fieldtrips or outings take place primarily on campus. Please be sure we have a signed permission slip on file. Additional volunteers make for a successful field trip, and we encourage parent's participation.

## Name Tags

CDC issues a name tag to all the children enroll in the program. Children are required to wear the name tag all the time while at the center. Make sure that children put it on before going in the classroom, and take it off after they leave the classroom and before they leave the center.

The purpose of the name tags are first, to show them respect by calling them by their first name even before they have been acquainted; it helps also those children who are having hard time adjusting to the Center and/or have never been exposed to a preschool setting before to identify themselves with the teacher and start creating a bond. Second, staff will be aware of any allergy that the child might have. Third, children will start recognizing their name as well as their peer's names. It also helps to increase their vocabulary thru different basic concepts as well as motivating their English-Language Development by introducing the first letter of their name and a picture related to the letter, so they can begin to relate English concepts. Last, we are a lab site, so many observers come to the center to work on their school assignments which some required the child's first name, and by the children wearing their name tags they will be able to identify it right away.

Replacing lost name tags, will incur into an expense that the center cannot afford, so there will be a **\$3.00 fee** for all lost name tags. We ask you to help us in avoiding this type of expenses for you as well as for the center.

## Birthdays and Special Occasions

The Center does celebrate birthdays and special occasions, normally all the main holidays and festivities are part of the curriculum. We celebrate diversity, so we make sure to coordinate activities that portray that cultural background. If you have any special celebration request, please let the teacher know at least a week in advance, so they can put it in their weekly lesson plan. Any birthday celebration cannot be a big production; we just allow **10-15 minutes** for a birthday celebration because our program runs for few hours only, and we need to make sure to cover all the required program guidelines.

## Food Donations

To protect you and the Center, all food items that parents volunteers to bring to the Center have to be store bought; otherwise, we will not distribute them to the children due to liability issues.



# Health Regulations and Procedures

## Illness Policies

Do not bring your child to the Center if she/he is ill. If your child has any of the following, please make other arrangements for care: **green or yellow runny nose, excessive cough, fever of 99 degrees Fahrenheit or higher, swollen glands, diarrhea, sore throat or vomiting.** Remember that **a child can be ill without a fever.**

If any child arrives at the Center with any of these symptoms, she/he will not be admitted. Children pass on illnesses easily, causing hardship for all. If your child is not well enough to play freely and participate in all aspects of the daily routine including outdoor time, please make other arrangements for care. **It is the parent's responsibility to have a backup care plan for their child in case of illness.**

Any child who has, or is suspected of having, a communicable disease is required to have a doctor's release before re-admission.

**If a child has had a fever of 99 degrees or higher, diarrhea, or vomiting the day or night before, or if a child is sent home with any of these symptoms, the child must be symptom free for at least 24 hours before returning to the Center.**

If the child is sent home, you will sign and get a copy of an Illness Report which explains why we are sending the child home; it will give you the earliest date that your child may return providing she/he is feeling well and is symptoms free for 24 hours, or with medication for 24 hours or with a Doctor's note stating that the child is not contagious.

## When Your Child Is Ill....

You must make other arrangements for care when your child is ill. The Center has no provision for the care of sick children.

**It is the parent's responsibility to keep emergency information current at all times**, so that we can reach you if your child becomes ill while at the Center. All children are visually screened for illnesses, and their temperature is checked upon arrival at the Center and **will not be admitted** if they appear to be ill or have a temperature of 99 degrees Fahrenheit or above. The teacher on duty will make the final determination as to whether or not a child will stay.

If you are called to pick up your child during the day, **you are expected to pick up your child within 30 minutes**, or authorize an alternate emergency person to pick up your child immediately. A note will be issued and handed to you explaining the reason for sending the child home. If the Center sent your child home due to a rash, lice, possible pink eye, ringworm or any other communicable disease, you will be responsible to take your child to the doctor and request a form from the doctor showing that the child is not contagious and may return to school.

## When Your Child Is Ill.... (continued)

If the doctor diagnosed any communicable or contagious diseases, parents must report it to the Center as soon as the illness has been diagnosed, so that the other parents may be notified of the exposure. Certain diseases must be reported to the Health Department and to Community Care Licensing by the Center. Upon the notification of this type of diagnoses, the Center will post a notification in the classroom as well as providing handouts to the parents. Maintenance and Operation Department also is notified, so their staff can take the necessary precautions for their safety and the safety of the staff members and the children, so a deeper cleaning is completed. The child's name is never disclosed for confidentiality purpose,

## Special Health Concerns

If a child has allergies, seizures, or other special health problems, be certain to specify these at time of enrollment so that the teacher and office personnel will be aware and can act quickly in case of need. A doctor's certification may be required, particularly in the case of food allergies. It is our belief that a non-professional diagnosis of an allergy, a food allergy, or food intolerance could be harmful to the child. We will reserve the right to require that parents provide any substitute or special foods required by the child.

## Medication

Staff may administer medication to a child **ONLY** if such medication is prescribed by a doctor and **ONLY** if the parent has completed and signed a *Medication Dispensing Form*. These forms are available in the classrooms and in the Center office. After completing the form, please be sure to check it over with the teacher to be sure that all information is complete and correct. **Medications MUST be in the ORIGINAL containers and have a current prescription date.** All medication will be dispensed according to label instructions.

# Emergency Policies

## Accidents at School

Children may get minor bumps, bruises, scratches, and scrapes during the course of the day. If so, the staff will complete an "Ouchy Report," which will be attached to the child's sign-in/sign-out sheet. If the injury requires more than minor first aid, the parent will be notified, and a detailed observational report will be provided to the parent. Should the child sustain a serious head injury or any other injury which requires professional medical attention, Center staff will place an emergency call to 911 to get the appropriate and fast medical attention, and the parent will be also notified immediately.

## The Emergency Card

The Center maintains three sets of emergency cards. One stays in the Center office and one is stored in the child's classroom and goes on any field trips or other activity away from the Center, and the third one is kept in the child's file.

You are required to keep your emergency information up to date! If something happens to your child, we may need to reach you immediately. We need to know immediately if your phone number or address changes, or if any of the names or numbers on your emergency cards are no longer useful. Failure to keep this information up to date may result in a termination of services. For permanent changes, fill out new emergency cards or correct the current ones.

## Emergency Disaster Plan

There are General Emergency Procedures booklets posted all over the center that you can get familiar with. The list includes general information, campus closures, earthquakes, evacuation checklist, fire, flood, gun shots – possible hostage, hazardous material, lockdown procedure, medical emergency, plane crash – explosion, and finally a college map. We also have posted the Emergency Disaster Plan for Child Care Centers form (LIC 610) which also has been provided to the Community Care Licensing office for their approval.

In the event of a disaster, the Center staff has been assigned to respective duties of: direct evacuation and person count, administration of first aid if necessary, roster of emergency telephone numbers for emergency personnel and parent contacts, transportation, and extra assistance as needed.

## Emergencies

Parents grant permission for VVC staff to take whatever steps necessary to obtain emergency medical care if warranted.

Steps we take for an emergency may include, but are not limited to the following:

- Call paramedics
- Call an ambulance
- Have the child taken to an emergency hospital in the company of a staff member.
- Attempt to contact the child's parent or guardian.
- Attempt to contact the child's physician.
- Attempt to contact the parent through any of the person's listed on the emergency information card completed during the enrollment process.

**Any emergency expenses incurred will be borne by the child's family.**

## Earthquake Procedures

In the event of an earthquake or other emergency in which it becomes necessary to evacuate the Center, the following procedures will apply:

Children and staff will assemble in the Center's playground area. Designated staff will administer first aid as needed.

Parents or other adults listed on the emergency cards will be contacted to pick up their child at the CDC or other area. There will be no phone or radio contact through Maintenance or Campus Police.

In the event that children are not picked up soon, the CDC is storing a supply of non-perishable foods, water, blankets, and first aid supplies. Each parent is encouraged to participate in our emergency preparedness policy by providing a zip lock bag for their child containing any of these suggested materials:

- A photo of Mom, Dad or the family
- Handy wipes
- Pocket camping blanket
- Small cuddly animal or toy
- Small non-perishable snacks
- Full set of extra cloth including underwear

This bag will be stored with our emergency supplies and will be returned to you when your child leaves the Center, or at the end of the school year.

## **Earthquake Drills**

During an earthquake, the first thing you must remember is to STAY CALM. The children will be looking to you for reassurance. It is important to make them feel that they will be taken care of, and that everything will be all right. Encourage them to DUCK, COVER, and HOLD. If they are near a table or sturdy piece of furniture, help them to duck underneath it. If they are near a table or a door frame, hold them close to you, and do not move until the shaking stops. Once this happens, we will be evacuating to the playground until we can return to the building.

Our earthquake drills consist of the following: a staff member will say out loud the word "EARTHQUAKE!" and the children must duck, cover and hold under a table or crouch to the ground and cover their heads. This drill can occur at any time, so you must always be prepared to respond.

## **Fire Drills**

Fire drills are completed on a monthly basis. Teachers will announce when a fire drill is practiced. Everyone must immediately stop what they are doing and evacuate through the back doors or any doors assigned at the moment. You must assist children in exiting the building. Once outside, walk to the fence around the playground area. During this time the staff will do a head count. Your cooperation and assistance is greatly appreciated.

**NOTE: Copies of our evacuation plan are posted in every building**

# **Reporting Policies**

## **Child Abuse Reporting Requirements**

Legislation AB-2710, Chapter 1718, Statutes of 1984, requires that on or after January 1, 1985, any person who enters into employment in a capacity in which they are required by law to report known or suspected cases of child abuse must sign a statement, to be provided by the employer, indicating knowledge of and agreement to comply with child abuse reporting requirements. This statement must be signed prior to and as a prerequisite to employment, and shall be retained by the employer. The Center's staff members report all suspected cases of child abuse.

## Requirements

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, non-medical practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment, who she or he knows or reasonably suspects has been the victim of child abuse, to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

**Child Care Custodian, Medical Practitioner and Non-medical Practitioner are defined as follows**

“Child Care Custodian” includes teachers, administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school; administrators of a public or private day care camp; licensed day care workers; administrators of community care facilities licensed to care for children; Head Start teachers; licensing workers or licensing evaluators; public assistance workers; employees of a child care institution including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities; and social workers or probation officers.

“Medical Practitioner” includes physicians and surgeons, psychiatrists, psychologists, dentists, residents, interns, podiatrists, chiropractors, licensed nurses, dental hygienists, or any other person who is licensed under Division 2 (commencing with Section 500) of the business and Professions Code.

“Non-medical Practitioner” includes state or county health employees who treat minors for venereal disease or any other condition; coroners; paramedics; marriage, family or child counselors; and religious practitioners who diagnose, examine, or treat children.

## Parents Participation and Involvement

### Opportunities for Parents and Teachers to Work Together

Parent information orientations (and pre-enrollemnt visits if possible) are scheduled before th children start school to help them adjust more easily to their new experience. Parent-teacher conferences are scheduled twice a year, and portfolios, including Parent Reports are giving to parents, so they can read about their child’s strengths, what we are working on, and what parents can do at home to help. Parents are also invited to help out with activities in the classrooms, serve as resources people, and attend parent trainings and workshops.

**REMEMBER: Working Together Makes a Real Difference in the Children’s Lives**

## Parent Education and Involvement

We recognize that parents are their child's primary teacher. Parental involvement offers opportunities to share the joys and challenges of helping children grow to their fullest potential. The CDC grant was funded with the stipulation that parent education and involvement be a major program component. We have an open-door policy that encourages all parents to be actively involved in our program. We believe in supporting families, so we provide the following vehicles for education and involvement:

- Parent education seminars, with parents giving input through the Parent Advisory as to the topics for the seminars.
- Formal parent/teacher conferences at least two times per year.
- Informal parent conferences when a parent requests to meet privately with the child's teacher.

Parent participation in the classroom is important (see the office staff for volunteer requirements such as TB clearance and fingerprint clearance). The volunteer experience gives the parents an opportunity to be a part of their child's preschool day, learn about positive adult-child interactions, and spend quality time with their child. Unfortunately, unenrolled children cannot attend with a volunteering parent. Other ways to be involved in their child's classroom experiences include:

- Provide assistance to the classroom teacher by making materials, either at home or in the workroom.
- Share culturally relevant objects from home, such as music, family pictures, food boxes for the house area, etc.
- Annual Parent Surveys, whereby the parent can give very valuable feedback to the CDC for purposes of program improvement.
- Participation on the Parent Advisory Committee
- Monthly Newsletters
- Family Support with Community Resources
- Cultural Activities

All programs and activities operated by Victor Valley College CDC, including serving on the Parent Advisory Committee, are made available to all qualified persons without regard to sex, sexual orientation, national origin, religion, color, or mental or physical disability. The CDC provides full opportunities for the participation of parents with limited-English proficiency and parents with disabilities.

## Parent Volunteering

Volunteering in your child's classrooms provides a firsthand learning experience, and can become a real significant part of your life, so we encourage all our parents to become a volunteer. To be able to volunteer at the Center, you have to complete a series of paperwork, and be approved by the Board of Trustees. In order to be approved, you have to bring all the completed papers giving to you when you pick up your child's enrollment packet, have a TB test clearance not prior to one year, have a fingerprinting clearance after getting fingerprinted at Victor Valley Community College Human Resources Department (HR). Once all documentation is completed and cleared, HR will send an e-mail letting the Center know that you are ready to start a new and exciting partnership with the Center.

The National Education Association (NAE) concludes that when parents assist teachers with their everyday duties, they allow the teacher to have more time to plan activities, try new teaching strategies, and work directly with children." As a parent volunteer, you allow them to be more effective teachers, and the school obtains your skills and services that might be unavailable elsewhere due to financial limitations."

There's no doubt about it. Students thrive when educators and parent volunteers form a partnership. But how does volunteering in the classroom help parents grow? According to the NEA, a parent volunteer becomes more familiar with their school's programs. "With this new understanding of educational needs and goals, you can give the schools the backing they need, and encourage others to do the same. You will learn more about everyday happenings in the classroom from the increased communication and interaction between you and the teacher. You will have the satisfaction of helping children during a very important stage in their development. You will be able to provide the teacher with valuable information about your child and your community, creating a link between school and community so vital in our society."

What are some of the ways parents can help out in the classroom? As a parent volunteer, the duties are numerous and varied, depending on the needs and styles of the teacher. You could assist with supervising art projects, running off copies, do some deep cleaning, help to prepare for activities, do some cut outs, disinfect materials, working one on one with students who might need a little extra help with a certain needs, etc. As for qualifications for parent volunteers, the NEA recommends that parents enjoy working with children, have an interest in education and the community, feel a commitment to the goals of parent involvement, have the desire to help, and are dependable and in good health.

How do parents who work full-time outside of the home get involved in their children's education? The Parents Soup website offers the following suggestions:

- Become a member of your school's Parent-Teacher Organization
- Assist with out-of-classroom projects, such as building scenery for school activities, or publishing school newsletters
- Visit your child's classroom and discuss your career



## **Parent Volunteering (continued)**

In summing up the benefits that volunteerism has on the community, Jonathan Green, principal of Brecknock Elementary School in the Eastern Lancaster County school district says, "When students see adult volunteers in their schools, they see firsthand how members of their community value education, and support their local school. When a community is very involved in their school volunteering, more people have a better sense of the total education picture, and see how dedicated so many people are to educating the community's youth. More involvement results in better understanding, more trust-building, and a commitment to even more support. School begins to feel like family!"

## **Parent Conferences/Desired Results Assessments**

We use the Desired Results Developmental Profile to assess both the child's progress as well as the overall success of the program. Parents are involved in the program review by completing an annual Parent Survey.

An assessment is done on all children within the first 60 days of your child's enrollment. This allows us to assess the needs of your child and to document growth. Then, the teachers complete additional assessments every six months to show growth and to ascertain any needs your child may have. However, the staff records observations throughout the year for each child. These observations provide for an authentic assessment of each child as they validate the natural learning process.

Parent/Teacher conferences are scheduled 2 times per year. However, teachers are available to meet with parents throughout the year to discuss a child's progress and to answer any questions or address any concerns. In an effort to respect the child, teachers will not discuss discipline or other concerns in the presence of other children. Therefore, it is important to schedule a time with your child's teacher so that you can talk in private and without interruption.

## **Parent Advisory Committee**

The CDC has an active parent group. All parents of enrolled children are invited to attend meetings in order to provide feedback to the parent council, teachers, and administrator regarding program, policy or procedure revision changes and CDC events/activities/seminars. Parents are also encouraged to volunteer to serve as a classroom representative. Please look for meeting dates and times in the parent newsletter and posting on classroom bulletin boards each month.

## **Parent Advisory Committee (continued)**

At the first meeting of the year the following officers are elected:

<b>PRESIDENT</b>	Calls and conducts meetings; appoints committees as needed; coordinates/delegates publicity for events.
<b>VICE-PRESIDENT</b>	Acts in absence of President; coordinates all fund-raising activities; appoints committees for each function; assists President with other tasks as needed.
<b>SECRETARY</b>	Keeps accurate minutes of meetings; sees that copies go to all pertinent persons; notifies parents of upcoming meetings and events.
<b>FUND-RAISING CHAIRPERSON</b>	Will work with a committee of other parents to conduct fund-raising activities.
<b>CLASSROOM REP</b>	Acts as a liaison between classroom teacher and PAC. Assists with conducting annual ERS on classroom and ensures all parents from classroom participate in Annual Parent Survey.

## **Resource People**

Resource people, including parents and other community members such as campus police, firefighters, doctors, dentist, nurses, student, etc. visit to share hobbies, skills, and information. These activities are programmed based on the children's interest and the curriculum implemented by the teacher that supports the State Mandated Desired Results Standards along with its California Preschool Learning Foundations.

## Open Door Policy

We welcome all parents, friends, and relatives to visit our Center at any time without prior notice. Observation rooms are available at all times for one-way viewing; however, prior parental permission is required for a visit from a family friend or relative **NOT** on the emergency card.

## Parent Conduct

- Disciplining any child in front of the other children, either verbally or physically is not allowed at the center. Also, please refrain from talking “negatively” about a child in her/his presence.
- Smoking is not allowed in the Center or Center parking lot.
- Custody and visitation disputes are not to be argued at the Center
- Parents are expected to conduct themselves like adult ladies and gentlemen.
- All children must be transported to and from the CDC in the proper, legal child restraints (car seats or booster seats). CDC staff will report any violations to this law to campus police.
- Rude and/or malicious actions toward Center staff, other parents, or children.
- Causing injury to another child or staff member.
- Violations of California Education Code regarding firearms, alcohol, drugs, physical altercations, theft, and destruction of property, immoral conduct, etc.
- Violations of California Penal Code Section 71 regarding the threatening of public officers, employees and school officials (this constitutes a felony and would also be cause for criminal arrest).

## Office/Teacher/Parent Communications

Parents should check daily for notices or office/parent communications in the outside classroom’s bulleting boards, white boards put in the front lobby, the glass doors, outside doors in each classroom and/or on top of the sign in/sign out sheets, and in any other areas designed to place informative flyers in each classroom. Teacher/parent communications may be also put in the individual children cubbies and should also be checked daily.

# Parents' Rights

As a Parent/Domestic Partner/Authorized Representative, you have the right to:

1. Enter and inspect the child care center without advance notice whenever children are in care.
2. File a complaint against the licensee with the licensing office and review the licensee's public file kept by the licensing office.
3. Review, at the child care center, reports of licensing visits and substantiated complaints against the licensee made during the last three years.
4. Complain to the licensing office and inspect the child care center without discrimination or retaliation against you or your child.
5. Request in writing that a parent not be allowed to visit your child or take your child from the child care center, provided you have shown a certified copy of a court order.
6. Receive from the licensee the name, address and telephone number of the local licensing office.

Licensing Office Name:	Eugene Garcia
Licensing Office Address	3737 Main Street, suite 700 Riverside, CA 92501
Licensing Office Telephone #:	951.295.2415

7. Be informed by the licensee, upon request, of the name and type of association to the child care center for any adult who has been granted a criminal record exemption, and that the name of the person may also be obtained by contacting the local licensing office.
8. Receive, from the licensee, the Caregiver Background Check Process form.

**NOTE: CALIFORNIA STATE LAW PROVIDES THAT THE LICENSEE MAY DENY ACCESS TO THE CHILD CARE CENTER TO A PARENT/DOMESTIC PARTNER/AUTHORIZED REPRESENTATIVE IF THE BEHAVIOR OF THE PARENT/DOMESTIC PARTNER/AUTHORIZED REPRESENTATIVE POSES A RISK TO CHILDREN IN CARE.**

# Guidance Techniques

## Discipline Policy

Socialization (the ability to interact in a group setting) is an emerging ability for the preschool child. This is a dynamic period, characterized by many beginnings but few completely perfected skills. Staff welcomes discipline situations as an opportunity to support children's growth.

The goals of discipline situations are to help children:

1. **Internalize** socially acceptable behavior.
2. Become **self-disciplined**.
3. Experience **success** in relationships.
4. Develop **peaceful** and **non-violent** strategies for conflict resolution.
5. Preserve **dignity** and a sense of **self-worth**.

Discipline is designed to promote self-direction, self-control, choice, empathy, respect, and kindness to others. This is accomplished through sensitivity, consistency, firmness, fairness, and follow-through.

Our basic rules of conduct are that **no child** will be allowed to:

1. Hurt another person or himself/herself.
2. Infringe on another child's work/play.
3. Destroy our environment.

Our staff will be pro-active in preventing problems and helping children resolve conflicts effectively by:

1. Providing an organized and ordered environment with enough space to play and a variety of materials that are of **value** and **interest** to children.
2. Establishing and maintaining a predictable, consistent daily routine with a balance of child-initiated and adult-initiated activities.
3. Eliminating long waiting periods and making the short waiting periods as active as possible.
4. Allowing children to make choices throughout the daily routine.
5. Planning for and helping children anticipate transitions.
6. Listening to children's points of view, ideas, concerns, and feelings.

## Discipline (continued)

7. Giving children clear, consistent **reasons** for the expectations, rules and limits they establish.
8. Recording observations of children and planning for children's interests on a daily basis.
9. Using the steps in conflict resolution to mediate conflicts between and among children. The steps are as follows:
  - **Approach calmly.** Observe what is happening and prepare yourself for a positive outcome.
  - **Gather information.** Acknowledge feelings. Ask open-ended questions, directing your questions to one child, then another, all the while listening carefully for details.
  - **Restate the problem.** Tell what happened according to what the children have told you (not according to what you think.) Be specific ("Brianna, you want to have a turn and, Jasmine, you are not finished yet.")
  - **Ask for ideas for solutions** ("What do you think we could do about this problem? .....What do you think we should do now?") Be prepared to give suggestions. ("Brianna, you might want to ask Jasmine how long she will be swinging. Jasmine, could you come and tell Brianna when you are finished?")
  - **Restate the choices and ask for a decision** ("Brianna, it seems that you could wait nearby for five minutes or Jasmine could come to get you when she is finished"). The adult checks a few minutes later to see if Jasmine has given Brianna a turn.

### What to do when a child continues to misbehave:

**Remove the child.** Implement the shadowing technique of having the child stand or sit next to you. Children will be supervised at all times.

**Internalize responsibility** (have the child take the responsibility for deciding for her/himself when she/he is ready to return.)

**Help her/him return and be more successful.**

**Follow through with "losing a privilege" when it is necessary** (go with her/him and take her/him to another teacher, explaining the need for the child to get started on something productive.)

**Parental support and partnerships.** It is necessary for a successful positive change in behavior.

## **Discipline (continued)**

On occasion, we have found that some children are unable to adjust to the classroom routines and rules. In order to protect the personal rights of the other children and the Center staff, we have adopted the following procedure:

1. If a child is unable to follow routines and rules of the classroom, the teacher will immediately discuss the situation with the parent/guardian and document the behavior.
2. If the child continues inappropriate behavior, the teacher will again discuss the behavior with the parent/guardian and provide resources that may help the parent and child. In addition, the teacher will inform the parent/guardian that it will be necessary for the parent to come to school with the child or provide another family member to come to school with the child if the behavior continues.
3. Continued inappropriate or destructive behavior will result in termination of services and a Notice of Action will be issued and sent. The parent has a right to appeal.

**IT IS THE CENTER'S POLICY THAT UNDER NO CIRCUMSTANCES WILL FOOD BE WITHHELD FROM A CHILD OR PHYSICAL PUNISHMENT BE USED, NOR THE PARENT IS ALLOWED TO ADMINISTER PHYSICAL PUNISHMENT TO THEIR CHILD(REN) WHILE AT THE FACILITY. CORPORAL PUNISHMENT OR ANY HUMILIATING OR FRIGHTENING PUNISHMENT IS FORBIDDEN, SUCH AS SPANKING, HITTING, SLAPPING, PINCHING, OR SHAKING. VERBAL ABUSE, THREATS AND DEROGATORY REMARKS ARE FORBIDDEN.**

# Parent Responsibilities

## Clothing

Dress your child appropriately for school. Please be sure the clothes are appropriate for both indoor and outdoor activities.

- ➔ Flip-flops are not allowed. We suggest sturdy play shoes.
- ➔ Sandals may be worn if they have a strap around the heel and cover toes

Dress your child in washable, sturdy, play clothes suitable for the weather. Messy art and creative activities are planned every day, and your child will want to participate. The Staff makes every effort to prevent stains from markers, paint, stamps, etc. on children's clothing. In spite of our efforts, stains will surely occur. If there is certain clothing you do not want stained, please do not bring or send your child to the Center wearing that clothing. Clothing that is easily manipulated for toileting is highly recommended. Children of this age are learning to be independent and need to be successful in their attempts at self-help in order to promote positive self esteem.

## Extra Clothing

For each child, parents should bring an extra set of clothing including underwear, to the Center. Clothing should be appropriate to the season and each piece of clothing should be marked with the child's name. These clothes are necessary in case clothing gets torn, soiled, wet, or an accident occurs. **If it becomes necessary for your child to use borrowed clothing, please wash and return borrowed items immediately.**

If your child is still in pull-ups, an adequate supply of disposable pull-ups and wipes will be required on a daily basis.

Each child has a specially marked "cubby" for personal belongings. Please check your child's cubby each day.

## Name Tags

As stated in a previous section, each child is required to wear the name tag issued during enrollment. You and your child are responsible to put it on when coming to the classroom and take it off before leaving the Center.

## Toys at School

The Center has well stocked classrooms with developmentally appropriate items. Please **DO NOT** send any personal toys with your child as this causes undue stress to staff and children

CDC **will not** be responsible for any unauthorized toys.



# Supplementary Services

## **Victor Valley College Guidance and Counseling Center**

Provides a list of resources offered in the Victor Valley & San Bernardino County area.

## **Social Services**

Resource and Referral Network throughout San Bernardino County Superintendent of Schools.

## **Parent Education**

Parent workshops will be held as scheduled and posted.

## **Referrals**

Vision, hearing and development assessment referrals are provided as needed.

## **Newsletter**

In an effort to keep parents informed of policy changes, special events, and general information, newsletters are done on a monthly basis by each individual classroom. If you have something you wish to share in the newsletter, please submit it to your child's teacher. We invite your participation. Information must be submitted by the fifteenth of each month.

## **Phi Teta Kapa**

We are please to work with a highest honor student's organization in planting and maintaining the center's garden. This provides an opportunity for the students to share their knowledge with our children. This partnership promotes an important life skill for the children which it is of caring for something while observing the cycle of life firsthand. While gardening, the children learn environmental awareness by exploring the workings of nature

Children can learn in such a complete way when they have daily opportunities with nature to explore, experiment, draw, sketch, build, move, create music, write, look up information in books, and participate in real work (like weeding a garden or feeding a pet).

## Preschool Classrooms

CDC has two large and well equipped multiage classrooms where the teachers interact with the children in a warm and supportive manner encouraging independent thinking and child-initiative. Classrooms are set up to encourage learning through discovery as children choose from activities such as:

- Early literacy experiences that support children's emerging interest in books, storytelling, writing, letter recognition and phonemic awareness.
- Enhancing English-learning while valuing the child's first language
- Exploring math experiences with numbers, classification and patterns, measurement, shapes and math problem-solving.
- Visual art through painting and other creative art, drama, music and movement
- Physical development using small and large muscles, body awareness, visual-spatial experiences, and active physical play.
- Healthy habits for life with basic hygiene, oral health, wellness knowledge, safety and nutrition, and personal safety.
- Indoor and outdoor nature and science learning opportunities that cannot be duplicated in traditional classrooms.

**Children learn best through active involvement with people, materials, events, and ideas.**

## Typical Morning State Preschool Classroom Schedule

08:00 A.M. – 08:30 A.M.	Arrival / Healthy Habit/ Snack
08:30 A.M. – 08:45 A.M.	Literacy and Greeting
08:45 A.M. – 09:00 A.M.	Healthy Habits
09:00 A.M. – 09:30 A.M.	Physical Development/ Outside
09:30 A.M. – 09:45 A.M.	Small Group/Planning
09:45 A.M. – 10:35 A.M.	Clean-up
10:45A.M. – 11:00 A.M.	Music & Movement/Sunshine Circle /Departure

**Afternoon routine follows the same pattern.**

# Daily Routine Activities

Learning program is a developmentally-centered approach to learning; it allows for a good balance between child-initiated activities and teacher-planned times. A consistent daily routing provides children with a sense of comfort and stability. These are the parts of a typical day:

## Snack time

Healthy nutritious, multicultural snacks are provided each day, and are part of a comprehensive health and nutrition plan.

## Literacy and Greeting

This is a time when children are greeted shortly after upon arrival. During this time, they will learn about the calendar including the days of the week. Math skills are also part of the morning circle along with exposure to different types of literature which help to further developed language skills.

Research as Denise von Stockar creator of *The Importance of Literacy and Books in Children's Development* article explains that all literature, and literacy, is born from the human need to tell stories, to tell stores about one self or about other, to tell stories about the world to better understand our existence, the other an the universe we live in. All the stories, the myths, the fables and the novels, including those addressed to children are, in fact, the result of this wish and the basic need: they help us to live, to survive; they help children to grow up and develop.

For more information and/or material about literacy please approach the teacher or the office staff, they will be glad to help you to get what you need.

## Healthy Habits

Children are taught the importance of proper hand-washing and are encouraged to take care of their own needs to build independence.

## Physical Development/Outside

This is a time where children are able to further develop gross motor skills. During this transition, the children are outside for a half an hour, weather permitting. During this time, one can observe socialization and exploration of the outdoor such as science.

## Small Group/Planning

During this time small group of children work with their teacher, and the teacher has the opportunity to have a more one-on-one interaction with each child. Teachers introduce different hands-on activities and materials based on the Prekindergarten Learning and Development Guidelines and Preschool Learning Foundations that will enhance the children's skills in all areas of the Desire Result Developmental Profile such as early literacy, math, science, and visual-spatial concepts.

## **Worktime**

A worktime is a time where children are free to choose and explore the classroom environment. One will see children working toward building relationships with one another and sharpening all areas of development such as language, literacy, math, fine motor, social, and problem solving skills.

During this period of time, children have the opportunities to develop positive relationships with books as adults read well-chosen stories and encourage children to explore books on their own. Our classrooms have a large selection of the best of children's literature.

Children are also encouraged to participate in story-telling and to explore writing implements. Teachers use the best and latest research to support and encourage children's early literacy development.

## **Clean-up**

Children are encouraged to do their own clean-up of the area that they were working on. Before moving to the next routine, there is a five minute warning to let them that soon will be time to start cleaning up. This also helps them to be ready for a new transition. Once the five minutes are over, the teachers and a helper announce that there is cleanup time. Usually, the teachers and children sing a song while cleaning-up. This helps the children to become more independent and responsible for their own activities.

## **Music and Movement/Sunshine Circle**

One or the other activity is completed every day during the whole week.

Music and Movement is a time when we gather together and explore different types of instruments/music/ song/ chants. Families are encouraged to participate in these musical experiences for children through out the school year.

During Sunshine Circle our focus is to have empathy towards others, working together as a group and taking care of one another.

## Holidays - All Center Closures Will Be Posted

The Center generally observes the following holidays each year:

- ❖ Labor Day
- ❖ Veteran's Day
- ❖ Thanksgiving and the day following Thanksgiving
- ❖ Christmas and New Year Holidays (generally a three week closure)
- ❖ Martin Luther King Jr. Day
- ❖ Lincoln's Day
- ❖ Washington's Day
- ❖ Good Friday
- ❖ Spring Break Week
- ❖ Independence Day
- ❖ Memorial Day

## Desired Results for Children and Families

### Desired Results System

The California Department of Education (CDE), Child Development Division (CDD) has revised its approach to evaluating the child care and development services it provides to move away from a process-oriented compliance model and towards a focus on the results desired from the system. This approach is compatible with CDE's accountability system for elementary and secondary education. It is intended to improve the results achieved for children and families through the child development services provided by CDE/CDD. Desired Results for Children and Families will document the progress made by children and families in achieving desired results and will provide information to help practitioners improve their child care and development services. The new system is designed to:

- Identify the measures that demonstrate the achievement of desired results across the development areas for children from birth to age 13 in child care and development programs,

## Desired Results System (continued)

- Provide information that reflects the contributions made by each of the various types of CDE-funded child development programs in achieving the desired results,
- Hold programs accountable to Program Standards that support the achievement of desired results and are used to measure program quality,
- Provide a data collection mechanism for evaluation of the quality of individual child development programs, and
- Create a base of information on the relationships between processes and results which can be used to target technical assistance to improve practice in all child development programs.

At the state level, the intent is to identify successes and areas for improvement so that CDD can provide support and technical assistance to increase program quality. At the program level, the extent to which children and families are achieving the desired results will be determined so that quality improvement activities are effectively targeted to directly benefit program participants. Differences in the structure and objectives of individual programs will be acknowledged and the system will be culturally sensitive and linguistically responsive to the diverse populations of children and families served.

The primary objective of the Desired Results approach is to encourage progress toward the achievement of desired results by providing information and technical assistance to improve program quality. The system has been built on existing processes and procedures, with an emphasis on the coordination of programs and services to support the continuum of children's developmental progress from birth to twelve years of age.

The Desired Results System also interfaces with a concurrent project, the Desired Results: Access for Children with Disabilities Project (DR Access). This project is funded through the California Department of Education, Special Education Division's (SED) Early Education Unit. The DR Access Project coordinates with desired results in two ways. First, DR Access staff worked with the Child Development Division and their contractors during the development of the desired results framework in order to make the Desired Results Developmental Profile as inclusive and appropriate as possible for the assessment of progress for young children with disabilities. DR Access staff has also developed a system of adaptations and guidelines for the Desired Results Developmental Profile that will allow practitioners to assess children with disabilities in an appropriate manner within the structure of Desired Results.

Through these two approaches, the DR Access Project ensured that the Desired Results framework considered the needs of young children with disabilities and is applicable to all settings where children with disabilities and their families are served, including both regular and special education placements. The vision that is held by the contributors to the Desired Results and the DR Access Project is that through this collaborative effort, a continuity of outcomes will be achieved for all children in CDE programs.

## Desired Results System (continued)

The training and implementation phase of Desired Results for center-based programs and family child care home networks is being carried out with a series of regional training sessions for local program administrators. Assisted by the Center for Child and Family Studies, CDD is providing a comprehensive training designed to facilitate implementation of the Desired Results System in programs at the local level and to build the capacity of local programs to train the staff who work directly with children. Participation in the trainings is by invitation only and sites are selected one year prior to when they are due for a Coordinated Compliance Review or Contract Monitoring Review.

## Desired Results Model

The Desired Results System model, a visual representation of the system, is a set of four concentric circles. The innermost circle represents the “heart” of the system, **the individual child’s developmental progress**. Progress is assessed through the use of the *Desired Results Developmental Profile (DRDP)*.

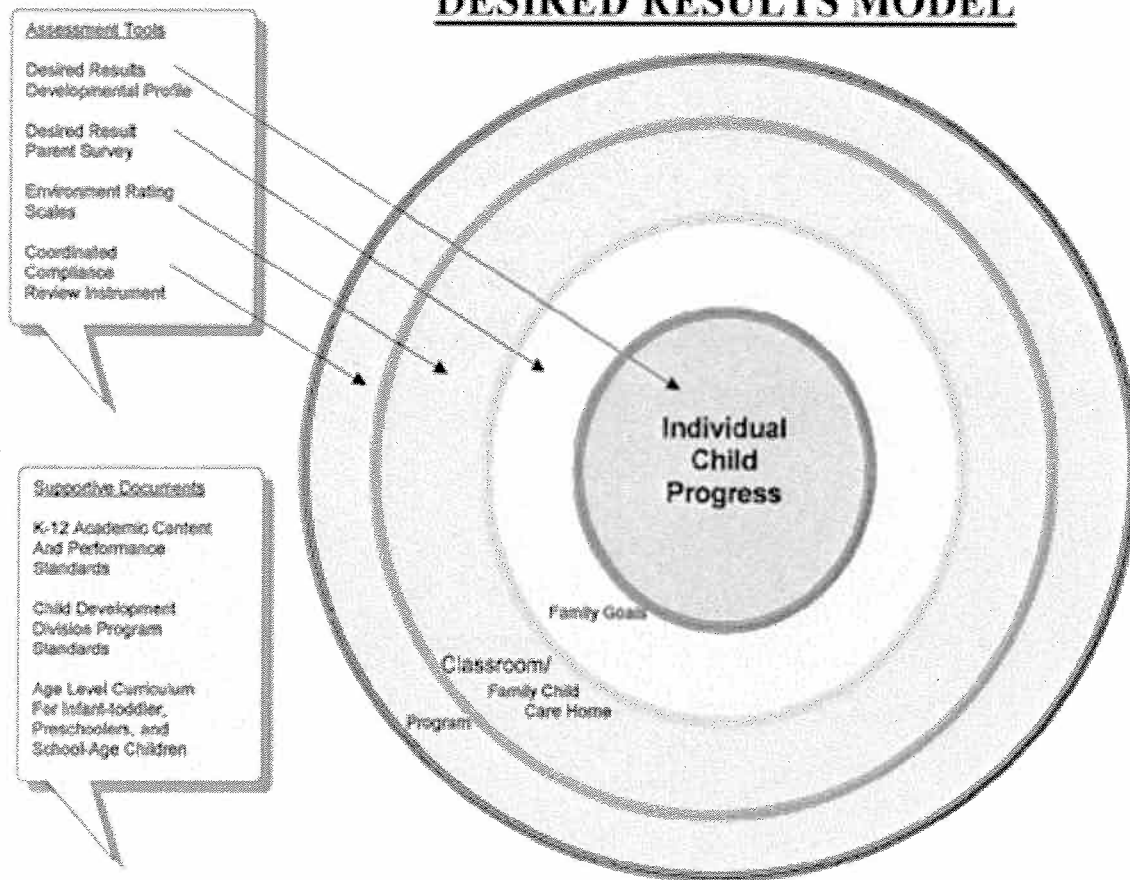
The next circle out represents agencies’ support for **families’ goals**. Parent satisfaction is determined through the distribution and collection of *Parent Surveys*.

The third circle represents **classroom or family child care home environments**. The appropriateness of children’s environments is assessed by using the *Environment Rating Scale (ERS)* instrument.

The last circle represents the **program** or agency. Program quality is assessed using the *Coordinated Compliance Review (CCR)* instrument.

Supportive documents for implementation of the model include: *K-12 Academic Content and Performance Standards, Child Development Division Program Standards and Age Level Curriculum for Infant-toddler, Preschoolers and School-Age Children*.

## DESIRED RESULTS MODEL



### **Desired Results Developmental Profile (DRDP)**

The DRDPs are observations tools designed to be used...

- In the natural program setting as children interact with other children adults and the environment.
- To provide a "snapshot" of the child's development
- To provide information to staff, families and CDE-CDD
- To determine how children are benefiting from programs

Each profile must be completed within the scheduled time frame of 2 times a year: 60 days and 6 month later.



## Desired Results Parent Survey

Parent Surveys are assessment tools to evaluate parent's satisfactions, and they are distributed twice a year to all the families enrolled in the program. The purpose is to get your vital feedback in regards to the CDC program. It gives our program access to information from you to improve the quality of our program, and to determine if we are complying with your expectations. Based on your comments we determine our plan of action to improve our services which is definitely more valuable when all your input is included. This will help us to improve and/or continue to help support your children's learning and development and to meet your family's needs.

## Environmental Rating Scale

Research projects have discovered a meaningful relationship between ERS scores and child outcome measures, as well as between ERS scores and teacher characteristics, teacher behaviors, and compensation. The Environment Rating Scale is used to measure implementation of Program Quality Dimensions.

The Environment Rating Scale is...

- Used in national studies and by other states and organizations to evaluate program quality
- Comprised of four scales:
  - a. Infant/Toddler (*ITERS-R*)
  - b. Early Childhood (*ECERS-R*)
  - c. School-Age Care (*SACERS*)
  - d. Family Day Care (*FDCRS*)
- A required tool for the Program Self-Evaluation and compliance review process

## Coordinated Compliance Review Instrument

Both state and federal laws require the California Department of Education (CDE) to monitor categorical programs operated by local educational agencies (LEAs). This state oversight is accomplished in part by conducting annual monitoring of categorical programs administered by LEAs for one-quarter of all LEAs. The CDE monitors LEAs for compliance with requirements of each categorical program, including fiscal requirements.

In 2005, the CDE instituted the Categorical Program Monitoring (CPM) cycle to clarify current state and federal legal requirements. All the legal requirements are organized under **seven** program dimensions operating within six processes that lead to documented actions.

### Desired Outcomes


Categorical programs are established by state or federal law that identifies the intent of the program. This intent is the desired outcome for the required actions and use of program funds. CPM is organized around the desire outcomes.

# Center Forms

## Ouchy Report

An "Ouchy Report" is used when a child is injured in any way. The teachers will discuss the incident with the parent/guardian (if another child was involved, the name of the other child will remain confidential), and parent will sign the form which will confirm that the incident was explained. The original is handed to the parent, and a copy is placed in the child's permanent record.

This is how the form looks:

	<b>Child Development Center</b> <b>OUCHY REPORT</b>
<b>Child's Name:</b> _____	
<b>Date:</b> _____	<b>Time:</b> _____
<b>What Happened?</b> _____	
<b>What was hurt?</b> _____	
<b>What We Did?</b> _____	
<b>TLC PROVIDED BY</b> _____	
<b>Parent Signature</b> _____	

## Sign-In / Sign-Out Sheets

A sign-in / sign-out sheet is located in your child's classroom, and it is to be used when arriving and departing the Center. If your child is absent you must sign your full signature on the sign in sheet each day your child was absent. Failure to do so will result in an unexcused absence. (See Absence Policies – Excused Absences)

## Incident Report/Observational Report

This form is used by the teaching staff when they feel the parent should be made aware of behavior not typical for a particular child.

## Medication Dispensing Form

This form is available in your child's classroom or from the office. It is to be completed when a parent wishes the Center staff to give a child medication. This form and any medications are to be delivered TO THE TEACHER upon arrival.

We are only permitted to give medication to your child:

- a. If it is prescribed by a physician.
- b. If it is in its original container
- c. Must be currently dated
- d. If a Medication Dispensing Form has been completed and given to the Teacher.

Form looks as follow:

Victor Valley College Child Development Center				
<b>MEDICATION DISPENSING FORM</b>				
CHILD'S NAME: _____			DOB: _____	
PARENT/GUARDIAN SIGNATURE: _____			DATE: _____	
ONLY prescription medication can be given at this facility				
MEDICATION	DAY/DATE TO BE GIVEN	DOSAGE(S)/TIME(S)	GIVEN BY	DATE/TIME
CONTINUED ON REVERSE <input type="checkbox"/>				

Additional information and forms are needed for Inhaled Medications such as

- a. Victor Valley College Child Development Center Form for Inhaled Medication to be completed and signed by the Physician or Register Nurse.
- b. Consent/Verification Form for Nebulizer Care – One for each staff member allowed to give the medication

## Dispensing Request for Sunscreen, Lotion, Lip Balm, etc.

The following form with all the specification of the product and the authorization has to be completed, and the product has to be given to the teachers not to the child or left it in the child's cubby. You will be the only responsible party for any adverse results.

Dispensing Request (For Sunscreen, Lotion, Lip Balm, etc.)	
I, _____, request and authorize the Victor Valley College Child Development Center to apply or allow to be applied (Brand name/	
Description) _____, for my	
Child(ren), _____	
I agree to provide and label the above mentioned item and to check regularly to be sure the Center has an adequate supply of the same.	
Instructions: To be applied by <input type="checkbox"/> Child <input type="checkbox"/> Staff	
Frequency: _____ -or- <input type="checkbox"/> as needed	
Other: _____	
I agree to accept responsibility for any adverse results of this request	
_____ Parent/Guardian's Signature	_____ Date

## Parent Contract

The Parent Contract binds the parent to acknowledging and accepting all policies and procedures set forth by the Center on behalf of the State of California.

## Illness Report

The Illness Report defines why your child was sent home and states when she/he may return to the Center.

## Anecdotal Record Notes

This form is used to notify parents about a particular activity or milestone that the child accomplished.


## Parent Gram

Positive notes from staff concerning your child and activities in which she/he is involved.

## Absentee Form

This form is completed by the staff members when you call in an absence; however, it also has to be completed by you when you return after your child has been absented or as soon as you know that your child will be absent during any specific date. The form is available at the front desk or in the classrooms.

The form looks and has to be completed as follow:

 <b>Child Development Center</b> <i>Absentee Form</i>	
Child(ren)'s Name(s):	<b>Your child's name</b>
Date(s) of Absences(s):	<b>The date your child was or will be absent</b>
Program: AM <input type="checkbox"/> PM <input type="checkbox"/>	Classroom: A3 <input type="checkbox"/> A4 <input type="checkbox"/> Teacher: <b>Your child's teacher's name</b>
<b>Reason: (If illness, give specific name or symptoms):</b>	
<b>Explain the specific reason or reasons for your child being absent. If child</b>	
<b>Has been absent for 5 days or more due to sickness, we need the doctor's</b>	
<b>Verification.</b>	
Dates for 24 hr. symptom free: _____	Diarrhea <input type="checkbox"/> Fever <input type="checkbox"/> Vomiting <input type="checkbox"/>
Today's Date: _____	Reported by: <b>Your legal full signature</b>
_____	(Parent/Guardian's Signature)
OFFICE USE ONLY	
Call taken by: _____	Time: _____ AM <input type="checkbox"/> PM <input type="checkbox"/>
If more than 5 days, doctor's note attached: YES <input type="checkbox"/> NO <input type="checkbox"/> NO NEED <input type="checkbox"/>	Balance: _____

## Stop In Office

A form may be placed in your mail folder, on the sign-in sheet or on your child's cubby. It alerts you that you need to see someone in the office regarding your child's enrollment. This would be for such things as clarifying a policy, further information regarding an absence, or other Center business. Please respond to these requests immediately. They can affect your child's continued enrollment.

If at any time you have questions or concerns about the Center, its forms, staff, operations, or policies, please see someone in the office at the earliest possible moment.

# Grievances and Complaints

## Grievances

The staff at the Victor Valley College Child Development Center is committed to maintaining a safe and productive atmosphere for children to grow and learn. Parents are encouraged to speak with classroom teachers regarding minor issues and routine concerns. In the event the parent feels the issue is not being adequately addressed or has become a source of conflict, the following grievance procedure should be followed in order to achieve an appropriate resolution.

1. When a problem arises, parents should speak directly with the teacher. Concerns expressed to assistants should be forwarded to the teacher. If you wish to speak in private, please let the teacher know you want a parent/teacher conference. Let the teacher know if it is urgent and the teacher will ask for coverage and step out to speak with you. The teacher will make every effort to resolve the conflict.
2. If a parent feels the matter is not resolved, she or he may bring the concern to the Director. Parents should be prepared to provide a full account of the situation and communication with their child's teacher. The Director will take reasonable steps to review parent and teacher accounts of the issue. When necessary the Director may call a conference where the parent and teacher meet with the Director and discuss resolution. The Director will respond to the parent in ten working days from the date the grievance was submitted to the Director. Parents can speak directly to the Director without going to the teacher if the parent feels the complaint warrants this.
3. In the event the matter is not resolved the parent may submit a written account to the Dean of Instruction over Math and Science Division. The complaint will be submitted within 10 working days from the final decision of the Director. The Dean will make a reasonable effort to respond to the parent and resolve the matter.

## Complaints

The responsibilities of the complainant, the local educational agency, and the California Department of Education according to *California Code of Regulations, Title 5*, sections 4600-4687.

## What is a complaint?

A complaint is a written statement alleging discrimination, harassment, or a violation of a federal or state law or regulation. A complaint must be filed by way of the Uniform Complaint Procedures (UCP) as written in the *California Code of Regulations*, Title 5, sections 4600-4687. Issues that may involve filing a complaint using the UCP are under various state and federal programs that use categorical funds such as Adult Education, Career Technical Education, Child Development, Consolidated Categorical Programs, Indian Education, Migrant Education, Nutrition Education, and Special Education.

Williams Settlement complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of pupils, and teacher vacancy or misassignment may be filed anonymously. Schools shall have a complaint form available for these types of complaints. Schools will not reject a complaint if the form is not used as long as the complaint is submitted in writing.

Valenzuela Settlement (Assembly Bill 347) requires school districts that receive intensive instructions funds to post a notice in Grades 10 to 12 classrooms and provide an area on the complaint form for alleging a lack of opportunity to receive intensive instruction and services for pupils who have not passed one or both parts of the high school exit exam by the end of 12th grade.

Not all complaints fall under the scope of the UCP. Many concerns are the responsibilities of the local agencies, including, hiring and evaluation of staff, classroom assignments, student advancement and retention, selection/provision of textbooks and materials, student discipline, provision of core curricula subjects, facilities, graduation requirements, homework policies and practices, use of general education funds and dress codes and school uniforms.

The following documents describe the process in filing a complaint. Topics include referring complaint issues, local educational agency responsibilities, district policies and procedures, filing a local complaint, time lines, appealing local agency decisions, department resolution procedures, the on-site investigation process, and CDE's investigation procedures and investigation report.

## Uniform Complaint Procedure

During enrollment, you receive a copy of the Uniform Complaint Procedure brochure. This brochure describes the process in filing an official complaint under the Uniform Complaint Procedures process and provides the contacts responsible as authorized by *California Code of Regulations*, Title 5, sections 4600 through 4687.

In addition you also receive a Sample Uniform Complaint Procedure Form which it is used by local educational agencies (LEAs) to notify parents of the procedure for filing complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. This form contains elements required by *Education Code* Section 35186 and 5CCR 4600-4687.

## **Victor Valley College Child Development Center UNIFORM COMPLAINT PROCEDURES**

It is the intent of the Victor Valley College Child Development Center to fully comply with all applicable state and federal laws and regulations.

Individuals, agencies, organizations, students and interested third parties have the right to file a complaint regarding the Victor Valley College Child Development Center's alleged violation of federal and/or state laws. This includes allegations of unlawful discrimination (Ed Code sections 200 and 220 and Government Code section 11135) in any program or activity funded directly by the State or receiving federal or state financial assistance.

Complaints must be signed and filed in writing with the State Department of Education.

Child Development Division  
Complaint Coordinator  
1430 N Street, Suite 3410  
Sacramento, CA 95814

If the complainant is not satisfied with the final written decision of the California Department of Education, remedies may be available in federal or state court. In this event, the complainant should seek the advice of an attorney of his/her choosing. A person filing a written complaint alleging of unlawful discrimination may also pursue civil law remedies including but not limited to, injunctions, restraining orders, or other remedies or orders.



**Memorandum of Understanding  
Between the  
Victor Valley College Child Development Center  
and the Parent or Guardian**

Of \_\_\_\_\_  
Child's Name

**This Memorandum of Understanding between the Victor Valley College  
Child Development Center and \_\_\_\_\_, parent or  
guardian of \_\_\_\_\_ is for the purpose of  
ensuring clear communication and understanding of the Parent  
Handbook. The undersigned parent or guardian agrees to and  
understands the procedures and regulations of the Victor Valley College  
Child Development Center that will be in effect and adhered to.**

\_\_\_\_\_  
Name of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent's Signature

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

Resolution No.

Authorizing the Child Development Center to utilize the handbook as submitted to the Board of Trustees, as required by the California Department of Education.

**WHEREAS**, the California Department of Education has established contracts with the district for the provision of child care services;

**WHEREAS**, the California Department of Education requires that the District's Child Development Center have a handbook with policies pertaining to eligibility, need, continued enrollment, priorities, waiting list, termination, appeal procedures, absences, child abuse, and others as set by the state;

**WHEREAS**, the Department of Education requires that the Board of Trustees adopt a resolution approving the handbook;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Victor Valley Community College District that they approve the Child Development Center Handbook, copies of which were submitted to the board at their regularly scheduled meeting on April 13, 2010.

I hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Board of Trustees of the Victor Valley Community College District at a meeting thereof held on the 13<sup>th</sup> day of April, 2010 and that the same now appears of record in office.

In witness thereof, I have hereunto set my hand and affixed by official seal this 13<sup>th</sup> day of April, 2010.

\_\_\_\_\_  
Governing Board Member

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between the  
Victor Valley College Child Development Center  
and the Parent or Guardian**

Of \_\_\_\_\_  
Child's Name

**This Memorandum of Understanding between the Victor Valley College  
Child Development Center and \_\_\_\_\_, parent or  
guardian of \_\_\_\_\_ is for the purpose of  
ensuring clear communication and understanding of the Parent  
Handbook. The undersigned parent or guardian agrees to and  
understands the procedures and regulations of the Victor Valley College  
Child Development Center that will be in effect and adhered to.**

\_\_\_\_\_  
Name of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent's Signature




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

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

**TOPIC:** MEMORANDUM OF LEASE AGREEMENT – NEW CINGULAR WIRELESS PCS, LLC

**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 lease agreement with New Cingular Wireless PCS, LLC for the purpose of constructing, operating and maintaining a Monopine Cell Tower communication facility. This Cell Tower will provide extended cell service to our neighbors at Spring Valley Lake and the surrounding areas.

**Need:**

The Cell Tower will generate needed revenues to the District in this time of financial challenge for State funding.

**Fiscal Impact:**

One time \$10,000.00 signing bonus and \$24,000.00 annually, increasing by four percent for a projected revenue to the District of \$1,039,482.00 over the next 25 years.

**Recommended Action:**

It is recommended that the Board of Trustees approve the lease agreement with the New Cingular Wireless PCS, LLC as submitted.

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

**Reference for Agenda:** YES X NO \_\_\_

Market: Los Angeles  
Cell Site Number: ES0 100  
Cell Site Name: Victor Valley Community College  
Fixed Asset Number: 10107918  
Revision Date: January 20, 2010

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (“**Effective Date**”), is entered into by Victor Valley Community College District, and Victor Valley Community College District Financing Corporation, a California corporation, having a mailing address of 18422 Bear Valley Road, Victorville, CA 92395 (hereinafter referred to as “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as “**Tenant**”).

## BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Victor Valley Community College District, 18422 Bear Valley Road, Victorville, CA 92395, in the County of San Bernardino, State of California (collectively, the “**Property**”). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property containing approximately six hundred and twenty (620) square feet including the air space above such room/cabinet/ground space as described on attached **Exhibit 1 and further defined on Exhibit 1.1**, together with unrestricted Tenant’s uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1 and Exhibit 1.1** (collectively, the “**Premises**”).
- 2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, not to exceed Twelve (12) antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to the Tenant or Landlord, (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord’s contiguous, adjoining or surrounding property as described on **Exhibit 1 and further defined on Exhibit 1.1** hereto (the “**Surrounding Property**”), as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communications lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant’s use (“**Tenant Changes**”). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises, at Tenant’s expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, and increase the number of antennas not to exceed Twelve (12)

antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") not to exceed 500 square feet in the immediate vicinity of the Communication Facility for such modification or upgrade, Landlord agrees to negotiate in good faith and lease to Tenant the Additional Premises, for Tenants use only upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises, by dividing the square footage of the Premises by the rent then in effect to determine the cost per square foot and then multiplying this cost per square foot by the amount of the Additional Premises to determine a new Rent. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease for Additional Premises to Tenant.

### 3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5<sup>th</sup>) annual anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant or Landlord notifies the other party in writing of their intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Extension Term.

(c) If, at least sixty (60) days prior to the end of the further (4<sup>th</sup>) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4<sup>th</sup>) extended term, then upon the expiration of the fourth (4<sup>th</sup>) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until termination by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4<sup>th</sup>) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

### 4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay the Landlord an annual rental payment of Twenty-four thousand and No/100 Dollars (\$24,000.00) ("**Rent**"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term and each year thereafter, including throughout any extension Terms exercised the yearly rent will increase by (4%) over the rent paid during the previous year.

(c) As additional consideration, within thirty (30) days after the Rent Commencement Date, Tenant shall pay to Landlord a one-time, non-refundable fee of Ten Thousand and 00/100 Dollars (\$10,000.00).

(d) All changes payable under this Agreement such as utilities and taxes shall be billed by the Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by the Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

### 5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction

permits (collectively, the “**Government Approvals**”). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Governmental Approvals for Tenant’s Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and /or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for the leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant’s choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Governmental Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) By either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of the Paragraphs 5(b), 6(a), 6(b), 8, 11(d), 18, 19, 23(j) of this Agreement.

7. **INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) “All Risk” property insurance for its property’s replacement cost. Permission is granted to Tenant to self insure this coverage; (ii) commercial general liability insurance with AM Best rated A or better or equivalent coverage, with a minimum limit of liability of Two Million Dollars \$2,000,000 per occurrence with a Four Million Dollar \$4,000,000 aggregate limit for bodily injury or death/property damage; (iii) Workers’ Compensation Insurance as required by law. The coverage afforded by the Tenant’s commercial general liability insurance or equivalent shall add the Landlord as additional insured or additional covered party.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for the Landlord’s breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.



**9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waive any claims that each may have against the other with respect to consequential, incidental or special damages.

**10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

**11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of

the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remains Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation. Tenant shall not be required to remove from the Premises or the Property any structural steel or any underground utilities. Footings, foundations, and concrete will be removed to a depth of three-feet below grade.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to

exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

#### **16. ASSIGNMENT/SUBLEASE**

(a) Tenant will have the right to assign, sell or transfer its interest under this Agreement without approval or consent of Landlord, to Tenant's parent or member company or any affiliate or subsidiary of, or partner in, Tenant or its parent or member company or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed. Tenant will have the right to assign this Agreement or sublease of the Premises and its rights herein, in whole or in part, without Landlord's consent which shall not be unreasonably withheld, denied or delayed. Any Sublessee must be credit worthy and agree to all the terms of this agreement, including maintenance of all required certifications and licenses. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

(b) Tenant shall have the right to sublet all or any portion of Tenant's support structure together with access thereto, provided such subtenant agrees to enter into a separate lease directly with Landlord on terms reasonably acceptable to Landlord, which terms shall not be unreasonably conditioned or delayed, for placement of subtenant's equipment cabinet. The parties agree that Tenant shall be entitled to retain all rents derived from subletting its support structure and the Landlord shall be entitled to retain all rents derived from the lease of such other space as is required by subtenant. Landlord and Tenant agree to cooperate with each other in good faith to effectively and efficiently carry out the provisions of this Paragraph regarding the subletting or licensing of space to third parties. Any sublease that is entered into by Tenant shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. ATT maintains its right to collocate another carrier onto their facility (Monopinepole) but has no rights to sublet equipment space within their own compound to another entity. Any required additional ground space for any additional carrier must be leased directly with the Landlord.

(c) In the event of a sublet, any subtenant shall be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by subtenant on the Premises for subtenant's use.

**17. NOTICES.**

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: ES0100; Cell Site Name: Victor Valley Community College (CA)  
Fixed Asset No: 10107918  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a required copy of such notice sent to:

If sent via certified or registered mail:  
New Cingular Wireless PCS, LLC  
  
Attn.: Legal Department  
Re: Cell Site #:ES0100 Cell Site Name: Victor Valley Community College) (CA)  
Fixed Asset No: 10107918  
  
PO Box 97061  
Redmond, WA 98073-9761

OR

If sent via nationally recognized overnight courier:  
New Cingular Wireless PCS, LLC  
  
Attn.: Legal Department  
Re: Cell Site #:ES0100 Cell Site Name: Victor Valley Community College) (CA)  
Fixed Asset No: 10107918  
  
16331 NE 72nd Way  
Redmond, WA 98052-7827

If to Landlord: Victor Valley Community College and  
Director of Facilities Construction Department  
18422 Bear Valley Rd  
Victorville, Ca 92395  
760-245-4271

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Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) Old deed to Property
- (ii) New deed to Property
- (iii) Bill of Sale or Transfer
- (iv) Copy of current Tax Bill
- (v) New W-9
- (vi) New Payment Direction Form
- (vii) Full contact information for new Landlord including all phone numbers

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

**22. SALE OF PROPERTY**

(a) If Landlord, at any time during the term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications equipment as if it is determined that such use would interfere with Tenant's use as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from selling, leasing or use of any of the Property or Surrounding Property for non-wireless communication use. In the event the

Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

**23. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business day's prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business day's prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**"LANDLORD"**

Valley Community College District, and  
Victor Valley Community College District Financing  
Corporation, a California corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited Liability Company

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name: Mark Rivera

Its: Real Estate & Construction

Date: 3-23-10

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_ of \_\_\_

to the Agreement dated \_\_\_\_\_, 200\_\_, by and between Victor Valley Community College District, and Victor Valley Community College District Financing Corporation a California Corporation as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows: APN 482-022-06

See Legal Description on following page.

That portion of the East ½ of Section 35 and the West ½ of Section 36, Township 5 North, range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat of said land approved by the Surveyor General March 19, 1856 described as follows: BEGINNING at the Southeast corner of said Section 35; thence West 1525.00 feet along the South line of said Section 35; thence North 240.04 feet to the beginning of a tangent curve concave to the West having a radius of 500.00 feet; thence Northwesterly 69.74 feet along the arc of said curve through a central angle of 8° 00' 00" thence North 08° 00' 00" West, 701.33 feet to the beginning of a tangent curve concave Easterly with a radius of 500.00 feet; thence Northeasterly 165.81 feet along the arc of said curve through a central angle of 19° 00' 00" thence North 11° 00' 00" East, 97.96 feet to the beginning of a tangent curve concave Northwesterly with a radius of 500.00 feet; thence Northeasterly 279.25 feet along the arc of a curve through a central angle of 32° 00' 00"; thence North 43° 00' 00" East, 100.00 feet to the beginning of a curve concave Westerly with a radius of 350.00 feet; thence Northwesterly 545.03 feet along the arc of said curve through a central angle of 89° 13' 20"; to the beginning of a reverse curve concave Easterly with a radius of 378.81 feet; thence Northeasterly 761.79 feet along the arc of said curve through a central angle of 115° 13' 20"; thence North 69° 00' 00" East, 804.20 feet; thence South 19° 05' 00" East 746.00 feet; thence North 70° 55' 00" East, 460.00 feet; thence North 19° 05' 00" West 385.00 feet; thence North 01° 06' 03" East, 605.89 feet; thence North 41° 00' 00" East 446.78 feet; thence South 83° 10' 00" East, 1414.55 feet; thence South 0° 05' 36" East, 3571.87 feet to the South line of said Section 36; thence South 89° 54' 24" West, 1720 feet along said South line to the point of beginning.

EXCEPT that portion thereof included within strip of land 40.00 feet in width, the center line of which is described as follows; BEGINNING at a point on the South line of said Section 36, distant 514.23 feet South 89° 59' 30" East, from the Southwest corner of said Section 36; thence North 19° 39' 00" West a distance of 1490.00 feet, more or less to an intersection with the common section line of said Sections 35 and 36, at a point approximately 1410.00 feet North from said Southwest corner of Section 36; thence continuing North 19° 39' 00" West, a distance of 1785.6 feet to a point which is 18.00 feet South 73° 17' 15" West, from a stake marking the Northwesterly corner of an existing leasehold occupied by the Mojave River Fish Hatchery of the Division of Fish and Game of the State of California.

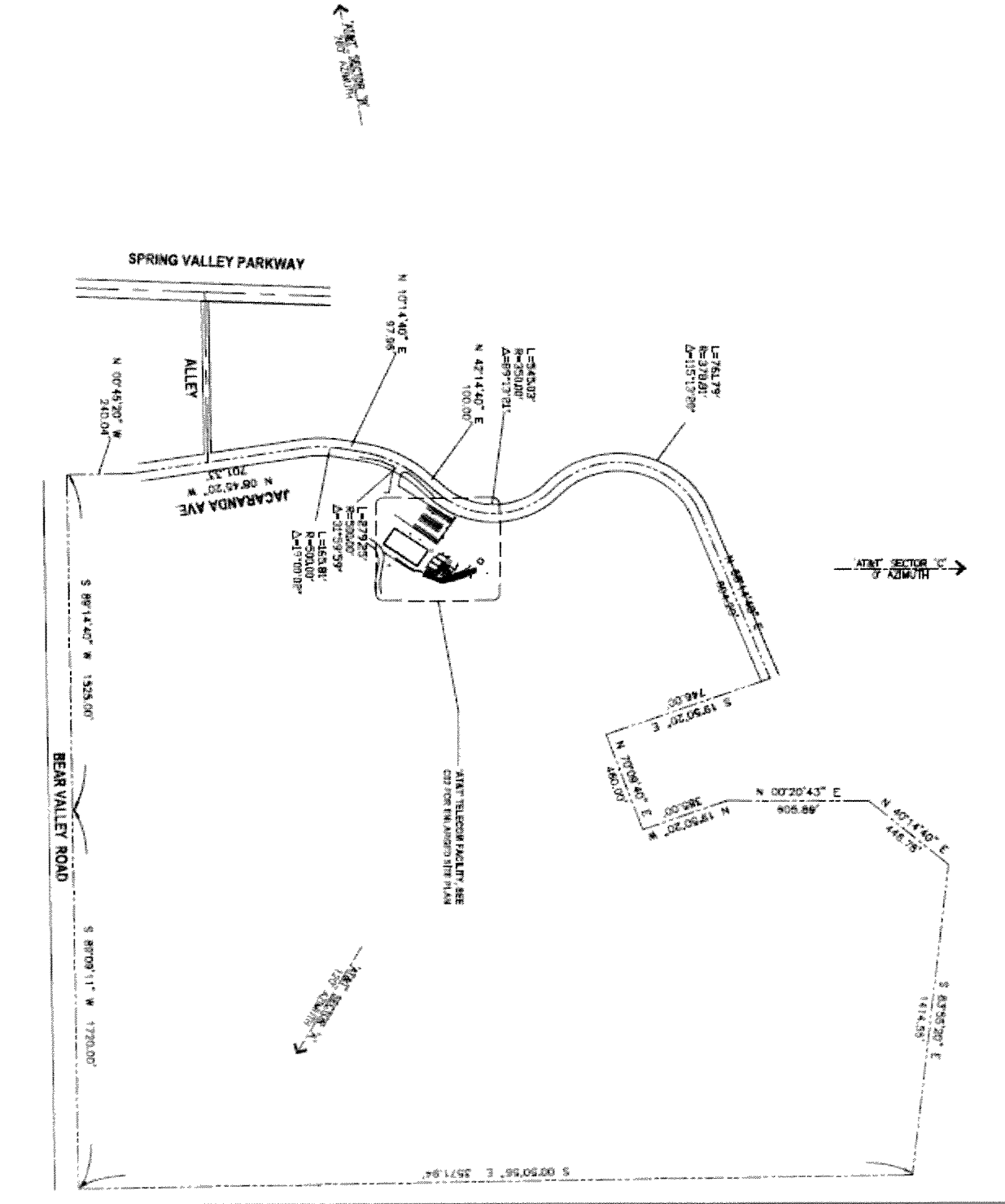
ALSO EXCEPT that portion thereof included within the land described in parcels 1 and 2 of the Deed to the County of San Bernardino, recorded May 31, 1961 in Book 5444 of Official Records, page 71, records of said County.

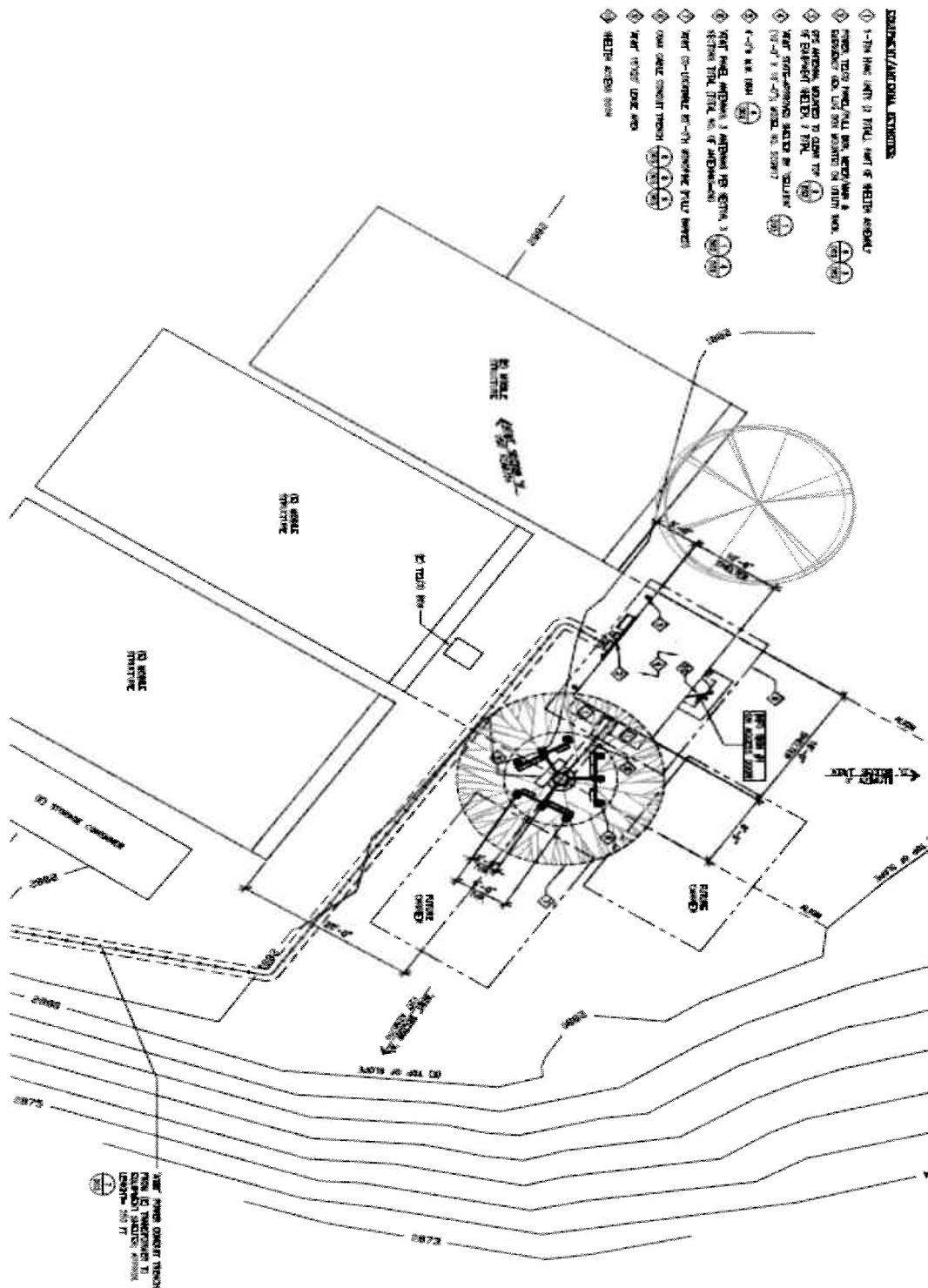


**EXHIBIT 1.1**

**DESCRIPTION OF PREMISES**

Page \_\_\_ of \_\_\_





**Notes:**

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

MEMORANDUM OF LEASE

**Prepared by:**

**Chip Clustka Donna Mueller**

**Reliant Land Services**

**1594 Batavia**

**Orange, Ca** (need zip code)

**Return to:**

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

12555 Cingular Way, Suite 1300

Alpharetta, GA 30004

**Christina Wager**

**12900 Park Plaza Drive**

**Cerritos, CA 90307**

Attn:

**APN:** \_\_\_\_\_

---

(Space Above This Line For Recorder's Use Only)

Re: **Market: Los Angeles**

**Cell Site Number: ES0100 Cell Site Name: Victor Valley Community College**

**FA Number: 10107918**

**Address: 18422 Bear Valley Rd.**

**Victorville, CA 92395**

**County: San Bernardino**

MEMORANDUM  
OF  
LEASE

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Victor Valley Community College District and Victor Valley Community College District Financing Corporation, a California Corporation having a mailing address of 18422 Bear Valley Rd. Victorville, CA 92395 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

**"LANDLORD"**

Victor Valley Community College District and  
Victor Valley Community College District Financing  
Corporation, a California Corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited Liability Company  
By: AT&T Mobility Corporation  
Its: Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(typed or printed)

(Seal)

**LANDLORD ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(typed or printed)

(Seal)

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_ of \_\_\_

to the Memorandum of Lease dated \_\_\_\_\_, 20\_\_, by and between Victor Valley Community College District, and Victor Valley Community College District Financing Corporation a California Corporation as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows: APN: 482-022-06

That portion of the East ½ of Section 35 and the West ½ of Section 36, Township 5 North, range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat of said land approved by the Surveyor General March 19, 1856 described as follows: BEGINNING at the Southeast corner of said Section 35; thence West 1525.00 feet along the South line of said Section 35; thence North 240.04 feet to the beginning of a tangent curve concave to the West having a radius of 500.00 feet; thence Northwesterly 69.74 feet along the arc of said curve through a central angle of 8° 00' 00" thence North 08° 00' 00" West, 701.33 feet to the beginning of a tangent curve concave Easterly with a radius of 500.00 feet; thence Northeasterly 165.81 feet along the arc of said curve through a central angle of 19° 00' 00" thence North 11° 00' 00" East, 97.96 feet to the beginning of a tangent curve concave Northwesterly with a radius of 500.00 feet; thence Northeasterly 279.25 feet along the arc of a curve through a central angle of 32° 00' 00"; thence North 43° 00' 00" East, 100.00 feet to the beginning of a curve concave Westerly with a radius of 350.00 feet; thence Northwesterly 545.03 feet along the arc of said curve through a central angle of 89° 13' 20"; to the beginning of a reverse curve concave Easterly with a radius of 378.81 feet; thence Northeasterly 761.79 feet along the arc of said curve through a central angle of 115° 13' 20"; thence North 69° 00' 00" East, 804.20 feet; thence South 19° 05' 00" East 746.00 feet; thence North 70° 55' 00" East, 460.00 feet; thence North 19° 05' 00" West 385.00 feet; thence North 01° 06' 03" East, 605.89 feet; thence North 41° 00' 00" East 446.78 feet; thence South 83° 10' 00" East, 1414.55 feet; thence South 0° 05' 36" East, 3571.87 feet to the South line of said Section 36; thence South 89° 54' 24" West, 1720 feet along said South line to the point of beginning.

EXCEPT that portion thereof included within strip of land 40.00 feet in width, the center line of which is described as follows: BEGINNING at a point on the South line of said Section 36, distant 514.23 feet South 89° 59' 30" East, from the Southwest corner of said Section 36; thence North 19° 39' 00" West a distance of 1490.00 feet, more or less to an intersection with the common section line of said Sections 35 and 36, at a point approximately 1410.00 feet North from said Southwest corner of Section 36; thence continuing North 19° 39' 00" West, a distance of 1785.6 feet to a point which is 18.00 feet South 73° 17' 15" West, from a stake marking the Northwesterly corner of an existing leasehold occupied by the Mojave River Fish Hatchery of the Division of Fish and Game of the State of California.

ALSO EXCEPT that portion thereof included within the land described in parcels 1 and 2 of the Deed to the County of San Bernardino, recorded May 31, 1961 in Book 5444 of Official Records, page 71, records of said County.

**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

PAGES 21 through 28 DO NOT APPLY TO THE DISTRICT





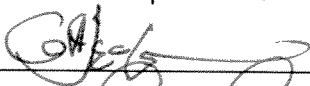


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AWARD CONTRACT – CLEAN FIRE SUPPRESSION SYSTEM

**SUBMITTED BY:** Chris Hylton, Maintenance & Operations

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

Bids for MO-10-001, Clean Fire Suppression System were opened on November 10, 2009. One (1) bid was received as follows:

JAM Fire Protection, Inc. \$57,240.00

JAM Fire Protection, Inc. was the lowest responsible bidder. The bid has been thoroughly reviewed by the Vice President of Administrative Services and the Director of Maintenance & Operations. JAM Fire Protection is licensed in California and their bonding company is authorized to do business in California.

The project was advertised in accordance with the public contract code, and bid packages were sent to three other companies doing similar business in southern California. JAM Fire Protection, Inc. was the only company to attend the mandatory job walk.

**Need:**

The server room located in the Technology Center Building 21 is protected by a wet type fire extinguishing system that is not suitable for protecting electronic equipment. The San Bernardino County Superintendent's office has agreed to contribute \$24,000.00 toward updating the system and relocating its backup servers from Building 10A to the Technology Center Building 21.

**Recommended Action:**

It is recommended that the Board of Trustees award the contract to JAM Fire Protection, Inc. in the amount of \$57,240.00.

**Fiscal Impact:**

Fund 71 - \$33,240.00 and County Contribution - \$24,000.00 for a total project cost - \$57,240.00.

Legal Review: YES X NOT APPLICABLE \_\_\_

Reference for Agenda: YES X NO \_\_\_

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**MAINTENANCE & OPERATIONS DEPARTMENT**

**SECTION V BID FORM**

**TO: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**

acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the term of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with

**Bid #MO-10-001, CLEAN FIRE SUPPRESSION SYSTEM**

all in strict conformity with the drawings and specifications and other contract documents, including addenda number (s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the Purchasing Department of said District for the sums as itemized below:

**TOTAL COST OF MATERIALS/LABOR/SUPERVISION FOR A CLEAN FIRE SUPPRESSION SYSTEM AS SPECIFIED:**

- A. **TOTAL INSTALLATION COST:** Furnish and install labor, materials and supervision to the Victor Valley Community College District for a Clean Fire Suppression System in accordance with the scope of work, and any amendments, at Victor Valley College, 18422 Bear Valley Road, Victorville, CA 92395.  
In Numbers: \$ 57,240.00  
In Words: Fifty Seven Thousand Two Hundred Forty Dollars

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids. At the District's discretion, based on the availability of funds, one or all portions of the project may be awarded.
3. The required bid security is hereto attached.
4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond as specified, all within five (5) days after receipt of notification of award, and that the work under the Contract shall be commenced by the

undersigned bidder, if awarded the contract on the date to be stated in the District's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents.

5. All notices or other correspondence should be addressed to the undersigned at the address stated below.

JAM Fire Protection, Inc.

---

1930 S. Myrtle Ave.

---

Monrovia, CA 91016

---

6. The names of all persons interested in the foregoing proposal as principals are as follows:

John A. Mongillo - President

---

Michael D. Deushane - Secretary

---

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

7. The undersigned holds a license Class <sup>B.</sup> C10, C16 License No. 791060.

8. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) calendar days from the dated of receiving the Notice of Intent to Award Contract, the District may declare the Bidders bid deposit or bond forfeited as damages.

9. Pursuant to section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business an Professions Code), arising from purchases of goods, materials, or service by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the bidder.

10. Designation of Subcontractors

- a. In compliance with the Subletting and Subcontracting Fair Practices Act(Public Contract Code §4100 et seq.) and any amendments thereof, each bidder shall set forth below: (1) the name and the location of the place of business of each subcontractor who will perform work of labor or render services to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (2) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in this bid.

- b. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.
  
- c. No prime contractor whose bid is accepted shall (1) substitute any subcontractor, (2) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (3) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract, setting forth the facts constituting the emergency or necessity.

<u>Trade</u>	<u>Portion of Work (%)</u>	<u>Subcontractor</u>	<u>Location and Place of Business</u>
Fire Alarm	6.5%	Apple Valley Communications	Apple Valley, CA 92307
Mechanical	2.6%	Air West Mechanical Construction, Inc.	Whittier, CA 90606

Company Name JAM Fire Protection, Inc.

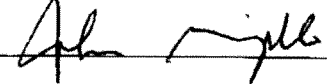
Address 1930 S. Myrtle Ave.

Monrovia, CA 91016

Phone Number 626 - 256-4400

Fax Number 626 - 256-4401

Contact Person Robert Mayhew

Authorized Signature 

Printed or Typewritten Name John A. Mongillo Michael D. DeShane

Title President / Secretary

Date 11/10/09

Note: If bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

Street Address: 1930 S. Myrtle Ave.

(Street Address)

City and State: Monrovia CA 91016

(City)

(State)

(Zip Code)

Telephone: ( 626 ) 256-4400

Area Code (Telephone No.)

CONTRACTORS CERTIFICATE REGARDING  
WORKERS' COMPENSATION

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

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

Carrier Tower Select Insurance Company

Policy Number WD93310335-09

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

Name John A. Mongillo

Date 11/10/09

Address 1930 S. Myrtle Ave. , Monrovia, CA 91016

Signature 

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



NON COLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF SAN BERNARDINO )

John Mangillo, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

11/10/09  
Date

John Mangillo  
Signature

**BID BOND**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Hartford, Connecticut 06183

---

KNOWN ALL BY THESE PRESENTS, That we, JAM Corporation, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Victor Valley Community College District, as Obligee, in the sum of Five percent of the Amount of the Bid Dollars (\$5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Furnish and Install a Clean Fire Supression System ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

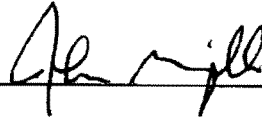
Signed this 5th day of November, 2009.

**JAM Corporation**

(Principal)

By: \_\_\_\_\_

John Mongillo, President



Travelers Casualty and Surety Company of America

By: \_\_\_\_\_

David P. Clark, Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 217000

Certificate No. 002992112

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David P. Clark

of the City of Westlake Village, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of May, 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 8th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

**California  
All-Purpose Acknowledgment**

State of California

County of Los Angeles SS.

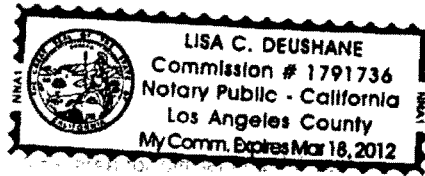
On November 5, 2009 before me, Lisa C. Deushane, Notary Public  
personally appeared John Mongillo and David P. Clark

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa C. Deushane  
Signature of Notary Public



My commission expires on: 3/18/2012

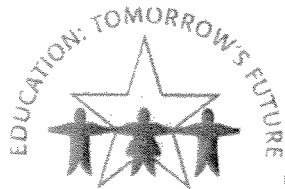
Phone No.: (626) 256-4400



**BID OPENING SIGN-IN SHEET  
CLEAN FIRE SUPPRESSION SYSTEM  
BID #MO-10-001  
NOVEMBER 10, 2009  
TIME OF OPENING: 2:00 p.m.**

The following people were present at and witness to the above named bid opening:

<u>NAME</u>	<u>REPRESENTING</u>
1. ROBERT MAYHEW	JAM FIRE PROTECTION, INC.
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
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13.	
14.	
15.	
16.	
17.	
18.	



Gary S. Thomas, Ed.D., Superintendent

San Bernardino County Superintendent of Schools

**BESTNET**

Business-Personnel Educational Software Technology and Network Consortium

Executive Committee

Dr. Art Golden- President  
Snowline Joint Unified SD

Sharon Nagel - Vice President  
Central SD

Dr. Gary Thomas - Administrative Agent  
San Bernardino County  
Superintendent of Schools

Chris van Zee  
Adelanto SD

Mike Whisenand  
Atta Loma SD

James Downs  
Colton Joint Unified SD

Stephanie Houston  
CRY ROP

Dr. Shawn Judson  
Etiwanda SD

David McLaughlin  
Hesperia Unified SD

Douglas Weller  
Merongo Unified SD

Vince Christakos  
Redlands Unified SD

Steve Gray  
Upland Unified SD

Meissa Moore  
Yucaipa-Calimesa Joint Unified SD

Network Advisory

Hal Shimmin - Chair  
Ontario-Montclair SD

David Thurston  
Colton Joint Unified SD

Rudy Rios  
Cucamonga SD

Gary Hampton  
Inyo COE

Rufus Thompson  
Mountain View SD

Garry Goyazo  
San Bernardino City Unified SD

Jason Buchanan  
Silver Valley Unified SD

Ann Gridelich - Software Chair  
Snowline Joint Unified SD

Hamilton McDermott  
Snowline Joint Unified SD

Justin Gatewood  
Victor Valley Community College

Software Advisory

Ann Gridelich - Chair  
Snowline Joint Unified SD

Doug Claffin  
Etiwanda SD

Pete Czarnota  
Hemetdale SD

Laura Carevic  
Hesperia Unified SD

Colleen Wright  
Mono COE

Cathy Slatinsky  
Mountain View SD

Luke Ortiveros  
Ontario-Montclair SD

Hal Shimmin - NAC Chair  
Ontario-Montclair SD

Ron Gerhard  
San Bernardino CC

Jill Kemock  
Silver Valley Unified SD

June 19, 2009

Mary Pringle  
Vice President, Administrative Services  
Victor Valley Community College  
18422 Bear Valley Road  
Victorville, CA 92395-5849

Dear Mary:

Please consider this letter confirmation of the commitment of the office of the San Bernardino County Superintendent of Schools (SBCSS), as Administrative Agent for the Business-Personnel Educational Software Technology and Network Consortium (BEST NET), to fund the following project – installation of a dry extinguisher system in the Victor Valley Community College's (VVCC) Advanced Technology Building for the purpose of moving SBCSS computer equipment to the new facility.

The cost of this project is not to exceed \$24,000.00 based on estimates solicited by VVCC. Should the cost exceed this amount, VVCC is committed to funding the overage. VVCC will contract and pay for this work upfront, and SBCSS will be invoiced following completion of the project. Please send this invoice to my attention in Information Technology.

Please move forward with this work at your earliest convenience. Thanks for your assistance with this issue.

Sincerely,

Val Luna  
Director, Information Technology

cc: Nancy DeNolf  
David Evans  
Dena Valiukas  
Doreen Moore

1930 So. Myrtle Ave.  
Monrovia, CA 91016



Phone: (626) 256-4400  
Fax: (626) 256-4401

Victor Valley Community College  
18422 Bear Valley Road  
Victorville, CA 92392-5850

March 17, 2010

Christopher Hylton

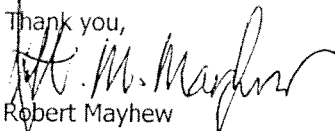
Project MO-10-001, Clean Fire Suppression System

Chris,

This is to confirm that the bid price of \$ 57,240.00 is still valid providing that the conditions and scope have remained the same.

Please contact me if there are any further questions.

Thank you,



Robert Mayhew  
JAM Fire Protection Inc








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

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

**TOPIC:** APPROVE ADDITIONAL SERVICES WITH AUTHORITY FOR INTERIM SUPERINTENDENT/PRESIDENT TO EXECUTE CHANGE ORDER WITH SOLFOCUS, INC.

**SUBMITTED BY:** Al McQuilkin, gkkworks

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

At its December 8, 2009 meeting, the Board of Trustees approved a contract with Solfocus, Inc. to design and install a One Mega Watt Solar Generating Facility. Due to this winter's extreme snow precipitation, Silverwood Lake Dam has discharged excess water into the Mojave River over the last month, causing the water table to rise from 15 feet in depth to 7 feet below surface at the solar facility. Initially, pier style footings were chosen for this project; however, current water levels are requiring Solfocus to abandon the pier style footings for formed spread style footings. The District wishes to approve a change order with Solfocus, Inc. for additional services to complete the installation of a One Mega Watt Solar Generating Facility on the VVCC Main Campus to include formed spread style footings. In addition, the District would like to install 4-inch conduit from the solar field to the point of connection on the campus electrical grid for future expansion of the solar facility. Upon execution of this change order, Solfocus assumes all financial liabilities for the soils conditions and timely completion of the project regardless of any unforeseeable conditions.

**Need:**

Due to the current soil conditions caused by the run off from the Silverwood Lake Dam, spread style footings are necessary to complete the installation of the 1 MW Solar Generating Facility. Not moving forward would mean loss of project continuity, loss of revenue, and potential exposure to remobilization expenses.

**Fiscal Impact:** \$111,000.00 - Locally Bond Funded.

**Recommended Action:**

It is recommended that the Board of Trustees approve additional services and authorize the Interim Superintendent/President to execute a change order with Solfocus, Inc. in the amount of \$111,000.00 to install spread style footings and additional conduit at the One Mega Watt Solar Generating Facility.

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

**Reference for Agenda:** YES X NO \_\_\_



## CHANGE ORDER REQUEST

<b>To:</b> Victor Valley College 18422 Bear Valley Road Victorville, CA 92392	<b>Date Submitted:</b> March 28, 2010	<b>Change Order Number:</b> 00001
<b>Project :</b> Victor Valley College 1MW CPV Solar Project		<b>Reason:</b> Changed Site Condition due to High Water Table

<b>Submitted by SolFocus To:</b>	<b>Al McQuilkin</b>	<b>Project Manager, GKK Works</b>
	<b>Steve Garcia</b>	<b>VVC, Facilities Manager</b>

### Item #1:

#### Reason For Request:

The water table has risen naturally between January of 2010 and March of 2010 due to abnormally heavy rainfall and water drainage in the Mojave River as stated by the Mojave Water Agency.

Based upon the original geotechnical report provided to SolFocus as part of the interview and bid process in Nov 2009, it was predicted with confidence our ability to utilize the standard footing designs typical for this provided soil condition. In January SolFocus conducted a Geotech evaluation of the site with multiple boring and boring locations at which time discovered the standard footing (both spread and pier style footings) would no longer be appropriate. SolFocus proceeded to have the foundations designs options designed and the foundation design closest to the original design was a 'sleeved' pier style would be closest to the original budget for the footing and the best option given the actual soil condition of the site. SolFocus incurred a cost of \$134,000 to accommodate this new sleeved design and proceeded in early March of 2010.

After 5 days of on-site foundation construction a higher than normal water table was encountered making it impossible to build the pier sleeved footing. The water table was reaching depths of 7' to 11' below grade. SolFocus install 3 piezometers for reading water tables and found the water table did not change over the 2 weeks of monitoring allowing us to continue with the intended sleeved pier design.

An alternative footing design was created by the structural engineering team and the costs by the contractor presented to SolFocus. The contractor cost is \$193,000 (see attached breakdown) and to move forward we request VVC support the continuation of the project and not incurring any schedule delays to support financially SolFocus in this change due to the change in site conditions.

**Item #2:**

Provide 4" medium voltage (4,160v) conduit from pull box south of solar array to VLD location at welding shop.

Cost: \$14,254.00

**Submitted by:**

Name: Erika Harrison

Title: Director, Field operations

SolFocus [Signature]



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

DEPARTMENT OF FACILITIES CONSTRUCTION

MEASURE JJ BOND PROGRAM

CHANGE ORDER No.1

PROJECT: Main Campus Solar Project

PROJECT NO.: 56230-PME-002

PURCHASE ORDER/ CONTRACT NO.:

CHANGE ORDER NO.: 1

DATE: April 13, 2010

The Contract is changed as follows:

- Original Contract Sum: \$ 5,072,760.00
Net Change by Previously Authorized Change Orders: \$ 0.00
Contract Sum Prior to This Change Order: \$ 5,072,760.00
Contract Sum will be: [X] (Increased) [ ] (Decreased) [ ] (Unchanged) by this Change Order in the Amount of: \$ 111,254.00
New Contract Sum Including This Change Order: \$ 5,184,014.00
Aggregate Change Order Percentage to Date: 2.19 %

Contract Time will be: [ ] (Increased) [ ] (Decreased) [X] (Unchanged) by ( 0 ) days. Date of Substantial Completion as of date of this Change Order therefore is unchanged.

NOTE: By the execution of this change order, all parties accept the Contract Sum change and the change in the date of Substantial Competition, if any, and expressly waive any claims for any additional compensation, damages, or time extensions, in connection with the above referenced changes.

Solar Contractor – SolFocus, Inc. By Authorized Representative Date

Program Manager – gkkworks By Authorized Representative Date

Victor Valley Community College District By Authorized Representative Date



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**

DEPARTMENT OF FACILITIES CONSTRUCTION

MEASURE JJ BOND PROGRAM

**CHANGE ORDER No.1**

**SCOPE OF WORK**

**Item #1:**

Provide all labor and materials to design and install ninety one (91) spread footings, in accordance with the Merrell- Johnson Engineering approved design, submitted on April 1, 2010; and described in your change order request dated march 28, 2001.

The negotiated cost of this item is \$97,000. SolFocus has agreed to accept this amount as full compensation for the work described herein.

**Cost:                   \$ 97,000.00**

**Item #2:**

Provide one (1) additional 4" medium voltage conduit from pull box #1 (first pull box south of solar array) to VLD location. This work was requested by the District.

**Cost:                   \$ 14,254.00**

**Total cost of work covered by this Change Order:                   \$ 111,254.00**




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

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

**TOPIC:** AUTHORIZE DISTRICT TO SOLICIT FIRMS TO PROVIDE SUPERINTENDENT / PRESIDENT RECRUITMENT SERVICES

**SUBMITTED BY:** G.H. Javaheripour, Administrative Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to solicit qualified firms to provide recruitment services to fill the position of Superintendent / President. Pursuant to Board Policy 2431, the Board has established a search process to fill the vacancy which is fair and open and complies with relevant regulations, including Accreditation Standard IV.B.1, IV.B.1.j.

**Need:**

The position of Superintendent/President became vacant as of March 30, 2010.

**Fiscal Impact:** No fiscal impact.

**Recommended Action:**

It is recommended that the Board of Trustees authorize the District to solicit qualified firms to conduct the search to fill the position of Superintendent / President.

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

**Reference for Agenda:** YES \_\_\_ NO **X**



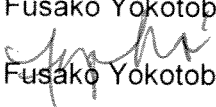



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT \_\_\_ BOARD ACTION X BOARD INFORMATION (no action required) \_\_\_

TOPIC: REVISED CONFIDENTIAL JOB DESCRIPTION, EXECUTIVE ADMINISTRATIVE ASSISTANT, HUMAN RESOURCES

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY:  Fusako Yokotobi

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The job description and title for the coordinator of Human Resources has been revised to executive administrative assistant, Human Resources, to more accurately reflect the duties of the position.

**Need:**

Board approval is required to approve the revised classified job description.

**Fiscal Impact:** None

**Recommended Action:** It is recommended that the Board of Trustees approve the revised confidential job description of executive administrative assistant, Human Resources, as listed.

**Legal Review:** YES \_\_\_ NOT APPLICABLE \_\_\_

**Reference for Agenda:** YES \_\_\_ X \_\_\_ NO \_\_\_

## VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

**CLASS TITLE:** EXECUTIVE ADMINISTRATIVE ASSISTANT COORDINATOR,  
HUMAN RESOURCES

### **BASIC FUNCTION:**

Under the direction of the vice president of Human Resources, and in collaboration with faculty and staff, coordinate the development, implementation, internal and external promotion (i.e. information sharing) of various program and activities within the office of Human Resources; provide complex and responsible administrative coordination and support to assist with the administration of various programs and activities of the District, including, but not limited to collective bargaining, claims against the district, and other legal and confidential matters; perform research and assist with or direct the efforts of various special projects as assigned; train, assign, lead, or supervise and evaluate the work of assigned clerical personnel.

### **REPRESENTATIVE DUTIES:**

Oversee and coordinate the development, review, and production of Human Resources publications and materials, including, but not limited to collective bargaining agreements, board policies and procedures, and other district communications. *E*

Coordinate the administration of the various programs and activities within Human Resources; provide complex and responsible administrative coordination and support to assist with the administration of various programs and activities of the District; perform duties requiring specialized or extensive knowledge of Human Resources. *E*

Conduct research, interpret information, and provide recommendations to the vice president of Human Resources including, but not limited to legal proceedings, Education Code, labor law, collective bargaining agreements, other confidential matters, and development of district policies and procedures.

Perform research and assist with or direct the efforts of various special projects as assigned; communicate with district, county, state or public officials to exchange or gather information; compile, arrange and present information in written and oral form to assist with management decision making; communicate policies and procedures with faculty, administration and staff. *E*

Train, assign, lead, or supervise and evaluate the work of assigned clerical personnel; complete or provide input into performance evaluations; participate in selecting student workers as requested; assure completion of clerical assignments in accordance with established time lines and approved procedures. *E*

Serve as liaison for legal entities providing services on campus; serve as liaison for faculty, staff, students, and community members, attempting to resolve various legal, Human Resources issues. *E*

Develop strategies to communicate information about Victor Valley College Human Resources programs and serve as a campus resource assisting in the interpretation of policies and procedures of Human Resources and the district, collective bargaining agreements, and other district-wide communications.

Respond to phone calls and written correspondence on behalf of the Vice President of Human Resources; attend meetings and conferences to represent the administrator and to convey the administrator's perspectives, opinions and findings. *E*

Coordinate communications and activities with other District departments and personnel, students, educational institutions, vendors, outside organizations and the public. *E*

Provide information and answer questions from students, District personnel and the general public regarding District programs, policies, procedures and regulations; relay information, messages and directives from the administrator. *E*

Compose, type and prepare Board actions in accordance with established formats and timelines; compile and organize appropriate background materials. *E*

Operate a computer terminal, microcomputer and peripheral equipment to enter data, maintain records and generate reports; utilize fax machine, fax, and word processing, spreadsheet and other software as required by the position. *E*

Type a variety of regular and confidential reports, correspondence, memoranda and other documents; format, proofread and prepare materials on a computer or typewriter. *E*

Transcribe lengthy, complex, confidential meetings; operate transcription equipment to transcribe dictation of letters and memoranda, including material of a confidential nature; prepare agendas, correspondence and memoranda independently or from oral instructions. *E*

Maintain a variety of complex files and records often involving confidential materials; maintain confidentiality of information including information regarding Board, District, personnel, student, collective bargaining or controversial matters, including, but not limited to, sexual harassment and discrimination claims and lawsuits. *E*

Compile information and data for reports and assist in the preparation of statistical and narrative reports; inspect documents, forms, records and other materials for accuracy and completeness; process forms and documents according to established procedures. *E*

Prepare agenda items for Division meetings; attend meetings and take and transcribe minutes and distribute to appropriate personnel. *E*

Assist with budget preparation and monitor assigned budgets and capital outlays.

Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

- Organization, policies and procedures of Human Resources.
- Collective bargaining agreements for part-time and full-time faculty and classified employees; management employees' handbook.
- Board policies and procedures.
- Specialized or extensive policies, procedures, objectives, and requirements of assigned programs and activities.
- Principles of supervision and training.
- Administrative analysis and report writing techniques.
- Budget preparation and monitoring and control methods and procedures.
- District organization, operations, policies and objectives.
- Automated equipment and advanced operating procedures of word processing and spreadsheet software applications.
- Applicable sections of state Education Code and other applicable laws, including the Privacy Act, state and federal laws, codes, and regulations concerning Human Resource administration, Equal Opportunity Employment, and labor law.
- Modern office practices, procedures and equipment.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Telephone techniques and etiquette.

**ABILITY TO:**

- Communicate effectively, both orally and in writing.
- Provide complex and responsible administrative coordination and -support to assist with the -  
—administration of various programs and activities of the District.
- Perform research, provide recommendations, and assist with or direct the efforts of various special Human Resources projects.
- Train, assign, supervise and evaluate the work of assigned clerical personnel.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Develop and conduct oral and written presentations.
- Compose and produce letters, reports and other correspondence.
- Operate a computer terminal and microcomputer to enter data, maintain records and generate reports.
- Operate a variety of office equipment such as typewriter, transcription machine, calculator, copier and facsimile machine.
- Transcribe dictation of letters and memoranda, including material of a confidential nature; accurately transcribe lengthy, complex, confidential meetings.
- Type at 70 words net per minute from clear copy.
- Work independently with little direction.
- Establish and maintain cooperative and effective working relationships with others, including those from diverse academic, socioeconomic, cultural, ethnic and disability backgrounds.
- Meet schedules and time lines.
- Work confidentially with discretion.
- Analyze situations accurately and adopt an effective course of action.

Make decisions in procedural matters without immediate supervision.  
Complete work with many interruptions.  
Operate a computer terminal, typewriter, calculator, copier and transcription equipment.  
Maintain a variety of records including statistical and financial data.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: associate's degree and five years increasingly responsible experience in human resources administration and legal matters.

**Desired Qualifications:**

Paralegal experience

**WORKING CONDITIONS:**

Office environment.

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

Incumbents may be exposed to abusive and hostile individuals.



**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



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**Description/Background:**

Financial reports are being presented for the period ending January 31, 2010 for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

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

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

This is an information only item.

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

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**Reference for Agenda:** YES **X** NO \_\_\_



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**GENERAL FUND - FUND 01**  
**As of 1/31/10**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 11,843,130			
<b><u>Revenues</u></b>				
Federal	\$ 5,744,358	\$ 1,354,559	\$ 4,389,799	76.42%
State	40,093,391	22,709,956	17,383,435	43.36%
Local	12,696,752	5,924,636	6,772,116	53.34%
Transfers In	5,900,000	0	5,900,000	100.00%
<b><u>Total Revenues</u></b>	<b>\$ 64,434,501</b>	<b>\$ 29,989,151</b>	<b>\$ 34,445,350</b>	<b>53.46%</b>
<b><u>Expenditures</u></b>				
Academic Salaries	\$ 25,883,741	\$ 12,957,380	\$ 12,926,361	49.94%
Classified Salaries	13,809,507	8,225,750	5,583,757	40.43%
Benefits	15,986,179	5,068,489	10,917,690	68.29%
Supplies	1,454,323	580,243	874,080	60.10%
Operating Expenses	12,958,000	5,515,521	7,442,479	57.44%
Capital Outlay	961,750	637,975	323,775	33.67%
Transfers, Grants	716,467	178,236	538,231	75.12%
Contingency	447,259	-1,500	448,759	100.34%
Debt Service Retirement/Interest	0	0	0	
<b><u>Total Expenditures</u></b>	<b>\$ 72,217,226</b>	<b>\$ 33,162,094</b>	<b>\$ 39,055,132</b>	
 Excess Revenues/(Expenditures)	 \$ (7,782,725)	 \$ (3,172,943)		
 <b>Month Ending Fund Balance 1/31/10</b>		 \$ 8,670,187		
 <b>Projected Ending Fund Balance</b>	 \$ 4,060,405			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**DEBT SERVICE PAYMENT - FUND 29**  
**As of 1/31/10**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 28,022,430			
<b>Revenues</b>				
Local Revenues	\$ 1,016,000	\$ 1,197,475	\$ (181,475)	-17.86%
Transfers In		\$ -	\$ -	
<b>Total Revenues</b>	<u>\$ 1,016,000</u>	<u>\$ 1,197,475</u>	<u>\$ (181,475)</u>	-17.86%
<b>Expenditures</b>				
Debt Service Payments	<u>\$ 8,600,000</u>	<u>\$ 2,700,000</u>	<u>\$ 5,900,000</u>	68.60%
<b>Total Expenditures</b>	<u>\$ 8,600,000</u>	<u>\$ 2,700,000</u>	<u>\$ 5,900,000</u>	
Net Change in Fund Balance	\$ (7,584,000)	\$ (1,502,525)		
<b>Month Ending Fund Balance 1/31/10</b>		\$ 26,519,905		
<b>Projected Ending Fund Balance</b>	\$ 20,438,430			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**BOND PROJECTS FUND - FUND 42**  
**As of 1/31/10**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 81,339,621			
<b><u>Revenues</u></b>				
Interest Income	\$ 750,000	\$ 269,980	\$ 480,020	64.00%
Proceeds from Bonds		\$ 274,227	\$ (274,227)	
<b><u>Total Revenues</u></b>	<b>\$ 750,000</b>	<b>\$ 544,207</b>	<b>\$ 205,793</b>	<b>27.44%</b>
<b><u>Expenditures</u></b>				
Supplies	\$ 1,581	\$ 81	\$ 1,500	
Travel	354	353	1	
Legal Expense	75,000	30,301	44,699	
Contracted Services	20,000	20,000	0	
Buildings - New & Remodel	17,149,613	12,854,771	4,294,842	25.04%
<b><u>Total Expenditures</u></b>	<b>\$ 17,169,613</b>	<b>\$ 12,905,425</b>	<b>\$ 4,339,542</b>	
<b>Net Change in Fund Balance</b>	<b>\$ (16,419,613)</b>	<b>\$ (12,361,218)</b>		
<b>Month Ending Fund Balance 1/31/10</b>		<b>\$ 68,978,403</b>		
<b>Projected Ending Fund Balance</b>	<b>\$ 64,920,008</b>			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**CAPITAL OUTLAY PROJECTS - FUND 71**  
**As of 1/31/10**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 2,880,247			
<b><u>Revenues</u></b>				
Interest Income	\$25,000	\$15,950	\$9,050	36.20%
Redevelopment	696,000	339,342	356,658	51.24%
Miscellaneous Income	0	0	0	
Transfers In	2,700,000	2,700,000	0	0.00%
<b><u>Total Revenues</u></b>	<b>\$ 3,421,000</b>	<b>\$ 3,055,292</b>	<b>\$ 365,708</b>	<b>10.69%</b>
<b><u>Expenditures</u></b>				
Supplies	\$ 6,000	\$ 3,480	\$ 2,520	42.00%
Contracts	582,563	348	582,215	99.94%
Buildings-New & Remodel	968,385	115,259	853,126	88.10%
Equipment	749,052	14,513	734,539	98.06%
Transfers/Grants/Contingency	0	0	0	
<b><u>Total Expenditures</u></b>	<b>\$ 2,306,000</b>	<b>\$ 133,600</b>	<b>\$ 2,172,400</b>	
 Net Change in Fund Balance	 \$ 1,115,000	 \$ 2,921,692		
<b>Month Ending Fund Balance 1/31/10</b>		<b>\$ 5,801,939</b>		
 <b>Projected Ending Funding Balance</b>	 <b>\$ 3,995,247</b>			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**CHILD DEVELOPMENT CENTER - FUND 72**  
**As of 1/31/10**

	<b>Annual Budget</b>	<b>YTD Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 90,259			
<b><u>Revenues</u></b>				
State	\$252,191	\$125,478	\$126,713	50.24%
Rents & Leases	60,000	0	60,000	100.00%
Interest Income	600	139	461	76.83%
Miscellaneous Income	0	29,429	-29,429	
<b><u>Total Revenues</u></b>	<b>\$ 312,791</b>	<b>\$ 155,046</b>	<b>\$ 157,745</b>	<b>50.43%</b>
<b><u>Expenditures</u></b>				
Academic Salaries	\$ 191,670	\$ 88,411	\$ 103,259	53.87%
Classified Salaries	98,832	62,888	35,944	36.37%
Benefits	93,878	45,101	48,777	51.96%
Instructional Supplies	7,500	2,562	4,938	65.84%
Operating Expenses	4,500	450	4,050	
Equipment	0	0	0	
Reserve/Contingencies	0	0	0	0.00%
<b><u>Total Expenditures</u></b>	<b>\$ 396,380</b>	<b>\$ 199,412</b>	<b>\$ 196,968</b>	
 Net Change in Fund Balance	 \$ (83,589)	 \$ (44,366)		
 <b>Month Ending Fund Balance 1/31/10</b>		 \$ 45,893		

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**STUDENT CENTER FEE - FUND 73**  
**As of 1/31/10**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 8,170			
<b><u>Revenues</u></b>	\$ 104,000	\$ 51,741	\$ 52,259	50.25%
<b><u>Expenditures</u></b>				
Transfers Out	\$ 104,000	\$ 36,915	\$ 67,085	64.50%
Net Change in Fund Balance	\$ -	\$ 14,826		
<b>Month Ending Fund Balance 1/31/10</b>		\$ 22,996		

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**HEALTH TRUST FUND - FUND 75**  
**As of 1/31/10**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 23,261			
<b><u>Revenues</u></b>				
Interest Income	\$ 1,000	\$ 76	\$ 924	92.40%
Miscellaneous Income		\$ 7,665	\$ -	
Transfers In	17,000	0	17,000	0.00%
<b><u>Total Revenues</u></b>	<b>\$ 18,000</b>	<b>\$ 7,741</b>	<b>\$ 17,924</b>	<b>99.58%</b>
<b><u>Expenditures</u></b>				
Reserve For Contingencies	\$ -	\$ -	\$ -	
Outgoing Transfers	0	0	0	
<b><u>Total Expenditures</u></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
 Net Change in Fund Balance	 \$ 18,000	 \$ 7,741		
<b>Month Ending Fund Balance 1/31/10</b>		<b>\$ 31,002</b>		
 <b>Projected Ending Fund Balance</b>	 \$ 41,261			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**SELF INSURANCE TRUST - FUND 78**  
**As of 1/31/10**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 101,317			
<b><u>Revenues</u></b>				
Interest Income	\$ 3,000	\$ 368	\$ 2,632	87.73%
Miscellaneous Income	0	0	0	
Transfers In	0		0	
<b><u>Total Revenues</u></b>	<b>\$ 3,000</b>	<b>\$ 368</b>	<b>\$ 2,632</b>	<b>89.48%</b>
<b><u>Expenditures</u></b>				
Supplies	\$ 4,000	\$ 2,990	\$ 1,010	25.25%
Contracted Services	44,500	4,680	39,820	89.48%
New Furniture/Equipment	1,500	1,196	304	0.00%
Reserve for Contingencies	0	0	0	
<b><u>Total Expenditures</u></b>	<b>\$ 50,000</b>	<b>\$ 8,866</b>	<b>\$ 41,134</b>	<b>82.27%</b>
Net Change in Fund Balance	\$ (47,000)	\$ (8,498)		
<b>Month Ending Fund Balance 1/31/10</b>		<b>\$ 92,819</b>		
<b>Projected Ending Fund Balance</b>	<b>\$ 54,317</b>			



**VICTOR VALLEY COMMUNITY COLLEGE**  
**2009-2010 Financial Statements**  
**RAMS BOOKSTORE**  
**As of 1/31/10**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 1,137,114			
<b><u>Revenues</u></b>	\$ 4,683,000	\$ 1,887,418	\$ 2,795,582	59.7%
Less: Cost of Goods Sold	\$ 3,550,000	\$ 1,411,384	\$ 2,138,616	60.2%
Gross Margin from Local Revenues	\$ 1,133,000	\$ 476,034		
Total Other Income		\$ 3,844		
<b><u>Total Revenues</u></b>	\$ 2,270,114	\$ 479,878		
<b><u>Expenditures</u></b>	\$ 1,442,500	\$ 441,965		
Estimated labor to be invoiced		\$ 51,500		
<b><u>Total Expenditures</u></b>	\$ 1,442,500	\$ 493,465	\$ 949,035	65.8%
Revenues/(Expenditures)	\$ (309,500)	\$ (13,587)	\$ (295,913)	
<b>Month Ending Fund Balance 1/31/10</b>		\$ 1,123,527		
<b>Projected Ending Fund Balance</b>	\$ 827,614			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**AUXILIARY SERVICES**  
**As of 1/31/10**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 155,083			
<b><u>Revenues</u></b>	\$ 479,000	\$ 296,544	\$ 168,313	35.14%
Estimated "Due From" District		<u>14,143</u>		
<b><u>Total Revenues</u></b>		\$ 310,687		
<b><u>Expenditures</u></b>				
District	\$ 479,000	\$ 113,249	\$ 281,751	58.82%
<b><u>Total Expenditures</u></b>		<u>84,000</u>		
		\$ 197,249		
Revenues/(Expenditures)	\$ -	\$ 113,438		
<b>Month Ending Fund Balance 1/31/10</b>		\$ 268,521		
<b>Projected Ending Fund Balance</b>	\$ 155,083			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**ASB FUND**  
**As of 1/31/10**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 189,539			
<b><u>Revenues</u></b>	\$150,000	\$75,471	\$74,529	49.69%
Estimated amount "Due From" District		<u>17,040</u>		
<b><u>Total Revenues</u></b>		\$92,511		
<b><u>Expenditures</u></b>	\$150,000	\$106,217	\$43,783	29.19%
<b><u>Total Expenditures</u></b>				
Revenues/(Expenditures)	\$ -	\$ (13,706)		
<b>Month Ending Fund Balance 1/31/10</b>		\$ 175,833		
<b>Projected Ending Fund Balance</b>	\$ 189,539			

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**FEDERAL/STATE GRANT FUNDS**  
**As of 1/31/10**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/09</b>	\$ 65,911			
<b><u>Revenues</u></b>				
PELL	\$ 13,450,331	\$ 9,210,103	\$ 4,240,228	
SEOG	297,265	58,600	238,665	
Direct Loan	7,447,270	3,815,791	3,631,479	
Cal Grant	917,016	635,360	281,656	
CARE	36,385	118,960	-82,575	
TRIO	50,650	0	50,650	
EOPS	0	0	0	
ACG	32,725	3,099	29,626	
<b>Total Revenues</b>	<b>\$ 22,231,642</b>	<b>\$ 13,841,913</b>	<b>\$ 8,389,729</b>	
<b><u>Expenditures</u></b>				
PELL	\$ 13,450,331	\$ 9,218,657	\$ 4,231,674	
SEOG	297,265	58,600	238,665	
Direct Loan	7,447,270	3,815,791	3,631,479	
Cal Grant	917,016	456,997	460,019	
CARE	36,385	19,868	16,517	
TRIO	50,650		50,650	
EOPS	0	0	0	
ACG	32,725	3,099	29,626	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
<b>Total Expenditures</b>	<b>\$ 22,231,642</b>	<b>\$ 13,573,012</b>	<b>\$ 8,658,630</b>	
 Net Change in Fund Balance	 \$ -	 \$ 268,901		
 <b>Month Ending Fund Balance 1/31/10</b>		 \$ 334,812		
 <b>Projected Ending Fund Balance</b>	 \$ 65,911			




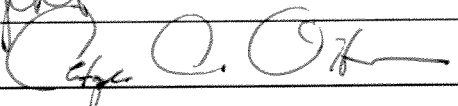
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** DISTRICT INITIAL NEGOTIATIONS PROPOSAL TO CSEA

**SUBMITTED BY:** Fusako Yokotobi

**RECOMMENDED BY:** Fusako Yokotobi 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The district wishes to sunshine the following articles in the CSEA contract:

- |   |  |
|---|--|
| Article I, Agreement                    | Article XIII, Assignment                             |
| Article III, No Discrimination          | Article XIV, Evaluations                             |
| Article IV, District Rights             | Article XVII, Safety                                 |
| Article V, Workday                      | Article XIX, Classification                          |
| Article VII, Upward Mobility            | Article XX, Resignation                              |
| Article VIII, Salary                    | Article XXI, Transfer, Reassignments, and Promotions |
| Article IX, Health and Welfare Benefits | Article XXII, Association Rights                     |
| Article X, Holidays                     | Article XXIII, Negotiations                          |
| Article XI, Vacation                    | Article XXIV, Discipline                             |
| Article XII, Leaves                     |  |

A public hearing will be held at the May board meeting to receive comments.

**Need:**

The district wishes to sunshine the articles listed above.

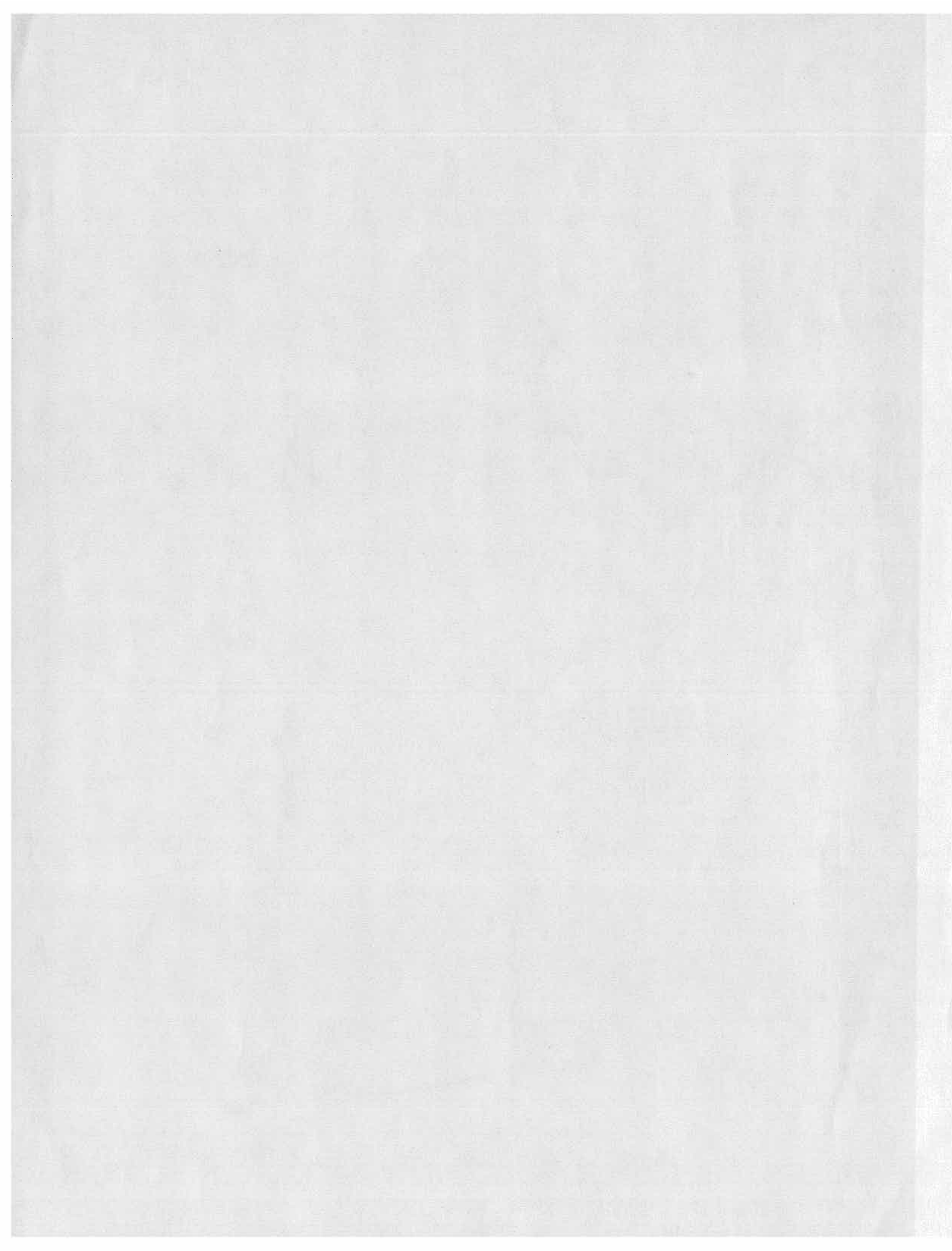
**Fiscal Impact:** None

**Recommended Action:**

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

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

**Reference for Agenda:** YES \_\_\_ NO X

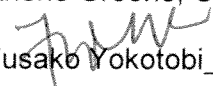



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT \_\_\_ BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) X

TOPIC: CSEA INITIAL NEGOTIATIONS PROPOSAL TO DISTRICT

SUBMITTED BY: Arlene Greene, CSEA president

RECOMMENDED BY:  Fusako Yokotobi

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

CSEA wishes to sunshine the following articles:

**Add an article** for definitions to clarify class, classification, position, and salary level.

**Article XIII—Assignment**

- 13.1 Notice of Assignment
- 13.2 Working out of class

**Article XIV—Evaluations**

**Article XV—Layoff and Reemployment**

- 15.4 Bumping Rights

**Article XIX—Classification**

Change to Salary Classification

**Article XXI—Transfers, Reassignments, and Promotions**

Language that it is negotiable, possibly adding the form

**Article XXII—Association Rights**

A public hearing will be held at the May board meeting to receive comments.

**Need:**

CSEA wishes to sunshine the articles listed above.

**Fiscal Impact:** None

**Recommended Action:**

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

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

**Reference for Agenda:** YES \_\_\_ NO X



