



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

Date: May 10, 2011

Place: Workshop: 5:30-6 p.m., Staff Lounge, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395
Open Session: 6 p.m. Board Room, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

WORKSHOP

Facilities Workshop (Staff Lounge)

5:30-6 p.m.

REGULAR MEETING AGENDA ~ Board Room

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

1. CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE 6 p.m.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

2. REGULAR MEETING

PUBLIC COMMENTS RELATED TO AGENDA ITEMS

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

4. SUPERINTENDENT/PRESIDENT'S REPORT
 - Academic Senate

5. CONSENT AGENDA

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

Approval of consent items.

YES ___ NO ___

- 5.1 Approval of the minutes of the April 12, 2011 regular Board meeting and April 20 and 27 special Board meetings.
- 5.2 Independent Contractor Agreement– Allan Barbish
Approval of the Independent Contractor Agreement between Victor Valley Community College District and Allan Barbish to provide complete sound system and video services for the June 10, 2011 commencement ceremony being held in the gymnasium. Fiscal Impact: Not to exceed \$4,200.00, budgeted item.
- 5.3 Agreements – Contract Education Services
Ratification of the Contract Education Services’ agreements listed below to obtain a food handler’s certification. Fiscal Impact: \$4,200.00 income to the District.

Vendor:	Income to the District
Jack in the Box - Barstow	\$ 300.00
Tyrone J's Soul Food - Adelanto	\$ 300.00
Linko Sushi Restaurant– Apple Valley	\$ 300.00
Farmers Boys Restaurant - Victorville	\$ 300.00
AM PM Center – Apple Valley	\$ 300.00
Wood Grill Restaurant - Hesperia	\$ 300.00
Lola's Kitchen – Barstow	\$ 300.00
Dragon Express – Victorville	\$ 300.00
Emerald Cove Resorts – Earp	\$ 300.00
Denny's – Needles	\$ 300.00
Burger King – Barstow	\$ 300.00
Denny's Restaurant – Barstow	\$ 300.00
Taco Mexico – Victorville	\$ 300.00
Senora Cantina – Hesperia	\$ 300.00
Total:	\$ 4,200.00

- 5.4 Agreement - County of San Bernardino, Victor Valley Aviation Education Consortium, Southern California Logistics Airport Authority
Approval of the agreement between Victor Valley Community College District and the County of San Bernardino in support of the transition of the SCLA School of Aviation Technology to the college. Fiscal Impact: \$15,100.00 **income to the District.**
- 5.5 Renewal - Library Online Database Subscriptions
Approval of the renewal of the online database subscriptions through the Community College Library Consortium. Fiscal Impact: \$10,197.23, budgeted item.
- 5.6 Independent Contractor Agreement – Learn CPR 4 Life, Inc.
Approval of the Independent Contractor Agreement between Victor Valley Community College District and Learn CPR 4 Life, Inc. to provide CPR and first aid training to the Upward Bound, Upward Bound Math & Science and GEAR UP summer program staff. The service date of this agreement is June 15, 2011. Fiscal Impact: \$1,550.00, budgeted item, grant funded.

5.7 Agreement – Contract Education Services

Approval of the Contract Education Service agreements listed that are being offered through the Contract Education Department. Fiscal Impact: \$7,490.00 estimated **income to the District**.

Vendor:	Estimated income to the District
Voices for All	\$ 600.00
Trust Auto Sales	\$ 890.00
Preston Guillory Investigations	\$ 4,000.00
Archangel	\$ 2,000.00
Total:	\$ 7,490.00

5.8 Independent Contractor Agreement – Joseph Woodford

Approval of the Independent Contractor Agreement between Victor Valley Community College District and Joseph Woodford to provide workplace harassment prevention training to Summer Program staff during the 2011 summer programs for the Upward Bound, Upward Bound Math & Science and GEAR UP program. The service date of this agreement is June 14, 2011. Fiscal Impact: \$400.00, budgeted item, grant funded.

5.9 Curriculum Changes

Approval of the curriculum changes made on February 24, 2011, March 10, 2011, March 31, 2011, and April 19, 2011 which have been recommended by the College Curriculum Committee. Fiscal Impact: None

5.10 Independent Contractor Agreement – Mark Gaitan

Approval of the Independent Contractor Agreement between Victor Valley Community College District and Mark Gaitan who will be constructing an irrigation demonstration area for the Agriculture and Natural Resources Department. The service period is from June 20, 2011 through June 28, 2011. Fiscal Impact: \$9,764.00, budgeted item, grant funded.

5.11 Agreement – IntelliTrack

Ratification of the agreement between Victor Valley Community College District and IntelliTrack to purchase inventory tracking software needed to track and monitor computer and media equipment inventories across campus. This information will be used for planning future district and campus equipment needs. Fiscal Impact: \$6,485.00, budgeted item.

5.12 Independent Contractor Agreement – Anton P. Morrisette

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Anton P. Morrisette to provide project management and technical assistance to staff in the absence of a Lead Programmer. The period of the agreement is from April 1, 2011 through June 30, 2011. Fiscal Impact: \$15,000.00, budgeted item.

5.13 Independent Contractor Agreement – Mary Neeper

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Mary Neeper to perform the following one-time projects related to Datatel Security: class definitions project; prioritize all custom reports project; transfer of all student credits; and create/update Datatel user documentation by department. The period of this agreement is from July 1, 2011 through June 30, 2012. Fiscal Impact: \$55,000.00, budgeted item.

- 5.14 Independent Contractor Agreement – Nancy K. Bohl, DBA The Counseling Team
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Nancy K. Bohl, Inc. DBA The Counseling Team to provide psychological testing for police officers. The period of the agreement is from April 1, 2011 through March 31, 2012. Fiscal Impact: \$275 per evaluation, not to exceed \$4,400.00, budgeted item.
- 5.15 Independent Contractor Agreement– Foothills Psychological Services Inc.
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Foothills Psychological Services Inc. to provide psychological testing for police officers in the event any second opinions are needed. The period of this agreement is from April 15, 2011 through April 15, 2012. Fiscal Impact: \$350.00 per evaluation, not to exceed \$4,200.00, budgeted item.
- 5.16 Renewal Agreement – Pacific Parking Systems
Approval of the agreement between Victor Valley Community College District and Pacific Parking Systems for the maintenance of college's parking meter equipment. The period of the agreement is from July 1, 2011 through July 1, 2012. Fiscal Impact: \$3,200.00, budgeted item.
- 5.17 Agreement – Community College Search Services
Ratification of the agreement between Victor Valley Community District and Community College Search Services to provide search services for the Superintendent/President search. Fiscal Impact: \$26,000.00, budgeted item.
- 5.18 Independent Contractor Agreement– Louis M. Zigman, Esq.
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Louis M. Zigman, Esq. for arbitration services conducted on March 2, 2011. Fiscal Impact: \$1,851.70, budgeted item.
- 5.19 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.20 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.21 Donation Agreement – Arrowbear Volunteer Lake Fire Department
Acceptance of the donation and ownership of the 1971 fire engine from the Arrowbear Fire Department. This agreement replaces an agreement for donation of a 1972 fire engine approved by the Board of Trustees in July 2010. Fiscal Impact: None
- 5.22 Agreement – Medrano's Asphalt Paving Co.
Ratification of the agreement between Victor Valley Community District and Medrano's Asphalt Paving Co. to repair asphalt material on Jacaranda Rd., from the ATC bus stop to Fish Hatchery Rd. Fiscal Impact: \$13,548.00, budgeted item.
- 5.23 Agreement – Trane Building Services
Ratification of the agreement between Victor Valley Community District and Trane Building Services to provide repair services for one of the 750 ton chillers located in the Central Plant building. This unit provides 50% of the air conditioning capacity for the buildings on the chilled water loop. This unit is currently offline due to electrical damage caused by a power surge. Fiscal Impact: \$15,600.00, Fund 71 expenditure.

5.24 Tentative Agreement between CSEA Chapter 584 and the Victor Valley Community College District.

Ratification of the tentative agreement with CSEA Chapter 584. Fiscal Impact: 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 – Office of Statewide Health Planning and Development (OSHDP) Healthcare and Workforce and Community Development YES ___ NO ___

Acceptance of the Song-Brown Registered Nurse Special Program funding for fiscal years 2011-2013 to increase access to health care and reduce health disparities within the State of California. Fiscal Impact: \$160,000.00 **income to the District** for the Nursing Program over the next two fiscal years.

10. ADMINISTRATIVE SERVICES

- 10.1 Equipment Purchase – Laerdal Medical Corporation YES ___ NO ___

Approval to purchase training equipment to be used in emergency response training courses at the Eastside Public Safety Training Center. Funding for this equipment is part of the overall budgeted project cost approved for the Eastside Public Safety Training Center through the Furniture, Fixtures, and Equipment (FF&E) budget. The paramedic department's curriculum requires specialized mannequins as part of their emergency training courses. Fiscal Impact: \$363,384.50, local bond funded.

- 10.2 Agreement – Vector Resources, Inc. YES ___ NO ___

Approval of the agreement between Victor Valley Community District and Vector Resources, Inc. for audio visual equipment and services for the Eastside Public Safety Training Center. Funding for this equipment is part of the overall budgeted project cost approved for the Eastside Public Safety Training Center through the Furniture, Fixtures, and Equipment (FF&E) budget. This agreement covers a period not to exceed two (2) years for future audio visual services with established pricing as needed by the District on a project-to-project basis. Fiscal Impact: \$108,465.35, Local Bond Funded.

10.3 Public Hearing and Approve an Agreement with Compass Energy Solutions YES ___ NO ___

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

Agreement – Compass Energy Solutions

YES ___ NO ___

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

10.4 Resolution #11-03 – Temporary Borrowing between Funds YES ___ NO ___

Approval of the resolution to authorize temporary borrowing between funds for the 2011-2012 fiscal year. Fiscal Impact: None

10.5 Foundation Donations YES ___ NO ___

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$16,723.28 and transferred \$25,373.83 in student scholarships for a total cash contribution of \$42,097.11. Total contributions from the Foundation for March 2011 are \$110,011.11 Fiscal Impact: \$110,011.11 **income to the District.**

11. HUMAN RESOURCES

11.1 Classified Request Leave of Absence – Arthur Casler YES ___ NO ___

Approval of unpaid leave of absence for Arthur Casler, effective May 11, 2011 through July 31, 2011. Fiscal Impact: None

11.2 Management Interim Appointment, Executive Vice President YES ___ NO ___

Approval of the appointment to fill the position of Interim Executive Vice President, Instruction and Student Services beginning July 1, 2011 and ending no later than June 30, 2012. Fiscal Impact: Budgeted

12. INFORMATION

12.1 Monthly Financial Reports

Submitted as an informational item.

12.2 Emeritus Status – Claudia Basha and Carol Gollhofer

Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

13.1 Foundation

13.2 Employee Groups

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

14. ITEMS FOR FUTURE BOARD MEETINGS

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

15. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

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

16. TRUSTEE COMMENTS

17. ADJOURNMENT

YES ___ NO ___

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Fusako Yokotobi, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5850, (760) 245-4271, Ext. 2455, from 8:30 a.m. to 5:00 p.m., Monday through Friday, at least 48 hours prior to the meeting to make reasonable arrangements. Government Code Section 54954.2.



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

Date: April 12, 2011

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

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

AGENDA ~ Board Room

Board Room Victor Valley Community College

CALL TO ORDER

The Board of trustees of Victor Valley Community College District met in Open Session on April 12, 2011 in the Board Room of the Administration Building. Mr. Henderson, Board President called the meeting to order at 5:30 p.m.

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

PLEDGE OF ALLEGIANCE

Fusako Yokotobi led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: Agenda item 5.18 was pulled

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION - None

CLOSED SESSION ~ West Wing Conference Room

2. CLOSED SESSION

5:30-6 p.m.

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE – Government Code Section 54957(b)
Employee # 1813041211

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS:

At 5:37 p.m. Board President Henderson recessed to closed session.

REGULAR MEETING AGENDA

Board Room Victor Valley Community College

This meeting will be electronically recorded

3. OPEN SESSION REGULAR MEETING

6 p.m.

3.1 Closed Session Report

At 6 p.m. Board President Henderson reconvened to open session and announced that it was MSC (Krause/Denson, 5-0) to adopt the findings of facts and conclusions of law and recommended decision of the Hearing Officer regarding employee # 18139041211.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: Margaret Kagy (11.2)

4. SUPERINTENDENT/PRESIDENT'S REPORT

Dr. O'Hearn announced that two special meetings of the Board of Trustee will be held April 20, 2011 with the first one beginning at 7:30 a.m. and the second beginning at 5:30 p.m. The college campus will be closed Friday, April 22nd in observance of Good Friday.

Regina Weatherspoon-Bell, Benn Johnston, Theresa Polley-Schellcroft, Michael Kernan provided a preview of the Women Over 50 documentary that they have working on since 2009. Ms. Weatherspoon-Bell pointed out that they appreciated the opportunity to partner with the college to bring this to the community and that it reflects the talent, beauty, and wisdom of individuals in the community.

Steve Garcia introduced Mike Page, Director of the Mojave Water Agency who presented the Board of Trustees with a rebate check in the amount of \$8,360.25 for the Cash for Grass partnership for the zeroscaping landscaping recently completed at the college. This landscaping project removed of 16,720 1/2 sq. ft of grass and as a result could save more than one million gallons of water in the next year alone.

- **Academic Senate**
Absent

5. CONSENT AGENDA

It was MSC (Krause/Denson, 5-0) to approve the consent items with agenda items 5.18 pulled from the agenda and agenda items

5.1 Approval of the minutes of the March 8, 2011 regular Board meeting.

5.2 Agreement Extension – Simon Silva

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

5.3 Agreements – Contract Education Services

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

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

5.4 Agreement Renewal (Fourth Amendment) – Catholic Healthcare West

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

5.5 Agreement Renewal (Fourth Amendment) – Community Hospital of San Bernardino

Approval of the renewal of the fourth amendment to the Education Affiliation Agreement between Victor Valley Community College District and Community Hospital of San Bernardino that was originally approved on March 1, 2007 to provide clinical learning facilities for health sciences programs. Fiscal Impact: None

5.6 Independent Contractor Agreement – Marketing Solutions

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Marketing Solutions to assist the Public Information Office in producing public relations and promotional media, websites and social media outlets for the 50th Anniversary and coordinated activities. The period of this agreement is from February 28, 2011 through May 30, 2011. Fiscal Impact: Not to exceed \$3,000.00, budgeted item.

5.7 Agreement – Journal Communications

Ratification of the agreement between Victor Valley Community College District and Journal Communications to provide advertising in the Victorville Chamber Image Magazine. Fiscal Impact: \$655.00, budgeted item.

5.8 Out of State Travel - Student

Approval of the out-of-state travel to Las Vegas, Nevada to tour the University of Nevada's campus on April 29, 2011 to acquaint transfer students with the campus. Students participating are registered at Victor Valley Community College and will be accompanied by staff member, Kevin Barda and faculty member, Christine Cole. Fiscal Impact: Not to exceed \$212.00, budgeted item.

5.9 Agreement – Alertus Technologies, LLC

Ratification of the agreement between Victor Valley Community College District and Alertus Technologies, LLC for a grant funded campus-wide emergency notification system. Fiscal Impact: None.

5.10 Agreement - Namescape

Ratification of the agreement between Victor Valley Community College District and Namescape to purchase a password management system for campus faculty and staff. This application is needed as part of the Microsoft migration. Fiscal Impact: \$9,096.00, Fund 71, budgeted item.

- 5.11 Agreement – Alliance Integrated Technology
Ratification of the agreement between Victor Valley Community College District and Alliance Integrated Technology to obtain solutions architecture for the Novell to Microsoft migration and implementation plan for Victor Valley College. Advanced level technology support is needed for the campus Microsoft migration. The system's infrastructure currently uses Novell and is no longer considered to be the best solution for the needs of the campus. Fiscal Impact: Not to exceed \$60,000.00, Fund 71, budgeted item.
- 5.12 Independent Contractor Agreement – Mary L. Neeper
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Mary L. Neeper to perform detailed analysis of and assist in the rebuilding of security class definitions to determine levels of confidential and staff access in Datatel. The period of this agreement is from March 21, 2011 through June 30, 2011. Fiscal Impact: Not to exceed \$20,000.00, budgeted item.
- 5.13 Agreement – Siteimprove, Inc.
Ratification of the agreement between Victor Valley Community College District and Siteimprove, Inc. to purchase a five year SiteCheck subscription to scan the VVC website and identify any broken links, misspellings, and accessibility issues on the website. The period of this agreement is from March 1, 2011 through February 28, 2016. Fiscal Impact: \$4,200.00, budgeted item.
- 5.14 Increase Contract Amount – Vavrinek, Trine, Day & Co.
Ratification of the agreement between Victor Valley Community College District and Vavrinek, Trine, Day & Co. to assist the District in the preparation of an indirect cost rate for federal and state grants through the Department of Health & Human Services. The new contract amount increases by \$9,700.00 for a total contract amount of \$15,000.00. Fiscal Impact: \$9,700.00, Budgeted item.
- 5.15 Notice of Completion – Air-Ex Air Conditioning, Inc.
Approval of the Notice of Completion for Air-Ex Air Conditioning, Inc. for the main Gymnasium HVAC maintenance upgrade project. This project was originally board approved on September 14, 2010. Fiscal Impact: None.
- 5.16 Notice of Completion – Micon Construction
Approval of the Notice of Completion for Micon Construction for the landscape sustainability upgrade project. This project was originally board approved on October 12, 2010. Fiscal Impact: None.
- 5.17 Agreement – Total Compensation Systems, Inc.
Approval of the agreement between Victor Valley Community College District and Total Compensation Systems, Inc. for the completion of a bi-annual actuarial study to provide the information necessary for the District's compliance with GASB 43 and 45 regarding Other Post Employment Benefits (OPEB). TCS performed the District's last actuarial study in March 2009. Fiscal Impact: Not to exceed \$7,900.00, budgeted item.
- 5.18 **PULLED** Agreement – Medrano's Asphalt Paving Co.
Ratification of the agreement between Victor Valley Community College District and Medrano's Asphalt Paving Co. to repair asphalt material on Jacaranda Road, from the bus stop at the ATC to Fish Hatchery Road. Fiscal Impact: \$10,500.00, budgeted item.

5.19 Agreement – A & E Inspection Services

Approval of the agreement between Victor Valley Community College District and A & E Inspection Services to provide Inspector of Record services as required by the Division of State Architect for District projects as they arise. The benefit of a three (3) year agreement is to lock in the hourly rates for required inspection services with no escalation fees. This company was selected by the District through the Request for Proposal (RFP). Fiscal Impact: Fiscal Impact and funding source will be determined and brought to the Board on a project by project basis as determined by the fee schedule.

5.20 Board of Trustees Payments Report

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

5.21 Board of Trustees Budget Transfer Request Report

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

5.22 Appointment – Citizens' Bond Oversight Committee

Approval to appoint an initial (2-year) term, Richard C. Greenwood representing a senior citizen group, to serve on the Citizen's Bond Oversight Committee for the period of April 13, 2011 through March 31, 2013. Fiscal Impact: None

5.23 Agreement – Alpha Omega Wireless

Ratification of the agreement between Victor Valley Community College District and Alpha Omega Wireless to supply and install end-to-end wireless networking technology for connectivity to the Eastside Public Safety Training Center project, a voter approved local bond funded project. Fiscal Impact: \$56,870.46- Local Bond Funded.

5.24 Agreement – Merrell-Johnson Engineering, Inc.

Approval of the agreement between Victor Valley Community College District and Merrell-Johnson Engineering, Inc. for laboratory and on-site testing services during the construction of the Cell Tower as required by the Division of State Architect's office (DSA). Fiscal Impact: Estimated at \$21,475.00 – to be reimbursed to the District.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda

6.2 Spring Valley Lake Association Election

It was MSC (Krause/Brady, 5-0) to select Derek Couse, Ilene Bandringa, and James Bell for the election of the Spring Valley Lake Association's Board of Directors.

10. ADMINISTRATIVE SERVICES

10.1 Public Hearing and Approve an Agreement with Compass Energy Solutions

The Board President declared the hearing open. Public comments were made by Roderick Gray, Joe Range, Michael Krause and Joe Brady on the various energy efficiency projects anticipated on the Main Campus. Following the public comments, the Board President declared the public hearing closed.

FAILED Agreement – Compass Energy Solutions

It was motioned by Trustee Brady to table to item for the May board meeting. Hearing no second the motioned died.

It was MSF (Krause/Range, 0-5) to approve the agreement between Victor Valley Community College District and Compass Energy Solutions to perform various energy efficiency projects on the Main Campus pursuant to California Government Code 4217.12-4217.13

These projects include upgrading the Energy Management System, replacing campus exterior lighting, including parking lot lighting, and retrofitting the Allied Health mechanical systems to be supported by the Central Plant. Fiscal Impact: \$1,868,547.00, Local Bond Funded.

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

It was MSC (Range/Brady, 5-0) to approve the resolution to approve the Center Status applications of the Victor Valley Community College Eastside Public Safety Training Center and Westside Workforce Development Center. Fiscal Impact: None

10.3 Foundation Donations

It was MSC (Range/Brady, 5-0) to accept the donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$39,373.45 and transferred \$105,033.90 in student scholarships for a total cash contribution of \$144,407.35. Total contributions from the Foundation for December 2010-February 2011 are \$144,407.35 Fiscal Impact: \$144,407.35 to the District.

10.4 Renewal Agreement – Beinschroth Family Trust

It was MSC (Brady/Krause, 5-0) to approve the renewal agreement between Victor Valley Community College District and Beinschroth Family Trust for the purchase of the right to consume supplemental 281 acre feet of water to complete the college's annual water consumption. Fiscal Impact: \$78,680.00, budgeted item.

10.5 Agreement – Apple Valley Ranchos Water Co.

It was MSC (Range/Brady, 5-0) to approve the agreement between Victor Valley Community College District and Apple Valley Ranchos Water Co. for the installation of a water main extension, including materials, labor and necessary permit fees. Fiscal Impact: This funding is within the original budget of \$31,536,982.00 for the Eastside Public Safety Training Center. Fiscal Impact: \$519,327.70, Local Bond Funded.

10.6 Second Reading – Revised Board Policy #3250 – Institutional Planning

It was MSC (Brady/Krause, 5-0) to approve the updated Board Policy #3250 – Institutional Planning inclusive of change(s) in verbiage.

10.7 Second Reading – Revised Board Policy #6200 – Budget Preparation

It was MSC (Denson/Brady, 5-0) to approve the updated Board Policy #6200 – Budget Preparation inclusive of change(s) in verbiage.

10.8 Second Reading – Revised Board Policy #6320 – Investments

It was MSC (Brady/Krause, 5-0) to approve the updated Board Policy #6320 – Investments inclusive of change(s) in verbiage.

10.9 Second Reading – Revised Board Policy #6340 – Contracts

It was MSC (Brady/Denson, 4-1, Krause, No) to approve the updated Board Policy #6340 – Contracts inclusive of change(s) in verbiage.

10.10 Second Reading – Revised Board Policy #6620 – Naming of Buildings

It was MSC (Range/Brady, 5-0) to approve the updated Board Policy #6620 – Naming of Buildings inclusive of change(s) in verbiage.

10.11 Second Reading – Revised Board Policy #6700 – Civic Center and Other Facility Use

It was MSC (Range/Brady, 5-0) to approve the updated Board Policy #6700 – Civic Center and Other Facility Use inclusive of change(s) in verbiage.

11. HUMAN RESOURCES

11.1 Classified Request for Leave of Absence – Babette Dershem

It was MSC (Brady/Range, 5-0) to approve the unpaid leave of absence for Babette Dershem, effective May 16, 2011 through August 12, 2011. Fiscal Impact: None

11.2 Layoff Resolution #11-02 - Classified

It was MSC (Range/Brady,3-2, Krause, No, Denson, No) to approve the resolution to layoff for lack of funds and authorize and direct the vice president, Human Resources to give notice of layoff to employees in the classifications listed due to the lack of funds in the EDD WIB program.

12. INFORMATION

12.1 Monthly Financial Reports

Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

13.1 Foundation – Ginger Ontiveros

13.2 Employee Groups

a) CTA - absent

b) CSEA – Fredrick Board

c) AFT Part-Time Faculty United – absent

14. ITEMS FOR FUTURE BOARD MEETINGS

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

Trustee Brady would like to ask Jim Pell, a past administrator at the college who helped develop the GIC (Guaranteed Investment Contract) to make a presentation at the May meeting. Trustee Brady requested that the board meetings be televised. Discussion and clarification on Board Policy 2015.

Trustee Range requested a project priority list regarding facilities for the May meeting.

Trustee Henderson would like to upgrade the safety of the students with the additional lighting.

Trustee Krause would like to see a report on the amount of seats being filled off campus.

15. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Margaret Kagy

16. TRUSTEE COMMENTS

Judy Schmoll reported on student activities and events which included the trip to Washington D.C. to attend the ASACC conference. In addition, Judy read aloud a correspondence received from Buck McKeon regarding the protection of Pell Grant funding. The Hands Across California event is scheduled for April 17th at 2 p.m. and encouraged everyone to stand up and be counted. She expressed concern regarding the classes being cut, the raised unit fees and the unsteady economy. She pointed out that the classes cut affect the students which will result in a slow rate of transfer to a university.

Trustee Brady thanked Robert Sewell for his help for the Economic Summit. Last week he met with local individuals to discussion various topics one being education. He thanked Steve Garcia for the tour and the time spent with him and recommend that the two new trustees take a tour as well.

Trustee Range reported that the news from Sacramento is bleak at the moment. Critical decisions will need to be made. We need to ensure that the he students that need to transfer have the opportunity to transfer. It is difficult to have to choose between what makes us feel good and things that are important for us to do. The college has been fortunate in the number of people that have actually left the district for various reasons.

Trustee Denson announced that she recently spoke at the Puente Program. This program assists students to transfer to four-year universities. In addition, she attended the annual nurse's luncheon. Bill Greulich provided her with a campus tour which provided her with an opportunity to meet many staff members and students. It is important to make sound decisions on behalf of the college.

Trustee Krause invited everyone to the Presidential Candidate's Forums next Wednesday. He thanked Bill Greulich for the various alumni ads featured in the *Daily Press*. In addition, he also thanked Dr. Luther for the tour of the Vocational Education Department. A health clinic on campus has been suggested. He pointed out the recent change of the email format. He thanked Robert Sewell for his time and information.

Trustee Henderson is very impressed with a lot of people especially Dr. Luther for continually doing an excellent job over the years.

17. ADJOURNMENT

It was MSC (Krause/Brady, 5-0) to adjourn the meeting at 7:55 p.m.

Lorrie Denson, Clerk

Date Approved



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

Date: April 20, 2011

Place: Open Session: 7:30 a.m. Board Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

Closed Session 7:30 a.m. – 1 p.m. West Wing Conference Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

AGENDA

This meeting will be electronically recorded

The Board of trustees of Victor Valley Community College District met in Open Session on April 20, 2011 in the Board Room of the Administration Building. On behalf of Board President, Henderson, Vice President Range, called the meeting to order at 7:40 a.m.

TRUSTEE ROLL CALL: Joe Range, Vice President; Lorrie Denson, Clerk; Michael Krause, Trustee, Joseph Brady, Trustee

Absent: Dennis Henderson and Judy Schmoll

PLEDGE OF ALLEGIANCE

Michael Krause led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: None

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 7:30 a.m. - 1 p.m.
PUBLIC EMPLOYMENT – Government Code Section 54957
Superintendent/President

At 7:42 a.m. Vice President Range recessed to closed session.

Dennis Henderson, Board President arrived at 7:45 a.m.

3. OPEN SESSION

3.1 Closed Session Report

At 12:20 p.m. Board President Henderson reconvened to open session and announced there was no report from Closed Session.

BOARD OF TRUSTEES: Joseph Brady, Lorrie Denson, Dennis Henderson, Michael Krause, Joe Range, ASB Member

17. ADJOURNMENT

It was MSC (Krause/Denson, 5-0) to adjourn the meeting at 12:20 p.m.

Lorrie Denson, Clerk

Date Approved



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

Date: April 20, 2011

Place: Open Session: 5:30 p.m. Board Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

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

AGENDA

This meeting will be electronically recorded

The Board of trustees of Victor Valley Community College District met in Open Session on April 20, 2011 in the Board Room of the Administration Building. Mr. Henderson, Board President called the meeting to order at 5:30 p.m.

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

Absent: Judy Schmoll

PLEDGE OF ALLEGIANCE

Victoria Churgin led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: None

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

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

CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 5:30 p.m.
PUBLIC EMPLOYMENT – Government Code Section 54957
Superintendent/President

At 5:32 p.m. Board President Henderson recessed to closed session.

BOARD OF TRUSTEES: Joseph Brady, Lorrie Denson, Dennis Henderson, Michael Krause, Joe Range, ASB Member

3. OPEN SESSION

3.1 Closed Session Report

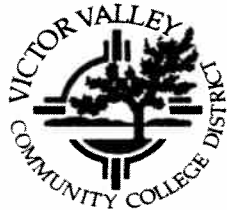
At 7:53 p.m. Board President Henderson reconvened to open session announced and announced there was no report from Closed Session.

4. ADJOURNMENT

It was MSC (Denson/Henderson, 5-0) to adjourn the meeting at 7:55 p.m.

Lorrie Denson, Clerk

Date Approved



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

Date: April 27, 2011

Place: Open Session: 3 p.m. Board Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

Closed Session 3 p.m. West Wing Conference Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

AGENDA

This meeting will be electronically recorded

The Board of trustees of Victor Valley Community College District met in Open Session on April 27, 2011 in the Board Room of the Administration Building. Mr. Henderson, Board President called the meeting to order at 3 p.m.

TRUSTEE ROLL CALL: Dennis Henderson, Board President; Joe Range, Vice President; Michael Krause, Trustee

Absent: Lorrie Denson, Clerk; Joseph W. Brady, Trustee, Judy Schmoll, Student Trustee

Judy Schmoll arrived at 3:03 p.m.

PLEDGE OF ALLEGIANCE

Chris Martinez led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: None

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION: None

CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 3 p.m.
PUBLIC EMPLOYMENT – Government Code Section 54957
Superintendent/President

At 3:02 p.m. Board President Henderson recessed to closed session.

3. **OPEN SESSION**

3.1 Closed Session Report

At 4:42 p.m. Board President Henderson reconvened to open session and announced it was MSC (Range/Krause, 3-0, Denson Absent, Brady, Absent) to enter into a contract with Dr. Christopher O'Hearn for two years to serve as Superintendent/President of Victor Valley Community College District.

BOARD OF TRUSTEES: Joseph Brady, Lorrie Denson, Dennis Henderson, Michael Krause, Joe Range, ASB Member

4. ADJOURNMENT

It was MSC (Krause/Range, 3-0, Denson Absent, Brady, Absent) to adjourn the meeting at 4:45 p.m.

Joe Range, Vice President


Date Approved

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT - ALLAN BARBISH

SUBMITTED BY: Margie Sandello, Coordinator, Instruction & Student Services

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. 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) and video services (screen, projector and tech) for the June 10, 2011 commencement ceremony being held in the gymnasium.

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

Need:

The above agreement is necessary to provide supplemental sound support in the gymnasium.

Fiscal Impact:

Budgeted item. Not to exceed \$4200.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the Independent Contractor Agreement with Allan Barbish in the amount of \$4200.00 for providing complete sound system and video services for the June 10, 2011 commencement ceremony being held in the gymnasium.

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 - CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

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

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

Description/Background:

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

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

Vendor:	Income to the District
Jack in the Box - Barstow	\$ 300.00
Tyrone J's Soul Food - Adelanto	\$ 300.00
Linko Sushi Restaurant- Apple Valley	\$ 300.00
Farmers Boys Restaurant - Victorville	\$ 300.00
AM PM Center - Apple Valley	\$ 300.00
Wood Grill Restaurant - Hesperia	\$ 300.00
Lola's Kitchen - Barstow	\$ 300.00
Dragon Express - Victorville	\$ 300.00
Emerald Cove Resorts - Earp	\$ 300.00
Denny's - Needles	\$ 300.00
Burger King - Barstow	\$ 300.00
Dennys Restaurant - Barstow	\$ 300.00
Taco Mexico - Victorville	\$ 300.00
Senora Cantina - Hesperia	\$ 300.00
Total:	\$ 4,200.00

Need:

The employees of businesses handling food in San Bernardino County are required to obtain a food handlers certification card by attending a two-hour class.

Fiscal Impact:

\$4,200.00 income to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the agreements listed above that were offered through 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 - COUNTY OF SAN BERNARDINO, VICTOR VALLEY AVIATION EDUCATION CONSORTIUM, SOUTHERN CALIFORNIA LOGISTICS AIRPORT AUTHORITY

SUBMITTED BY: Ginger Ontiveros, Director, Foundation

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The Victor Valley Aviation Education Consortium (VVAEC), Southern California Logistics Airport Authority (SCLAA), County of San Bernardino and Victor Valley College have worked together to develop a successful training program for aviation maintenance technicians needed by a growing local industry. The VVAEC, SCLAA and County have requested that Victor Valley College consider providing this training as part of its regular program. A Victor Valley College program and curriculum was approved in 2008 in anticipation of offering this program. The County wishes to provide funding to the college to support this process with the endorsement of Supervisor Brad Mitzelfelt.

This agreement with the County provides \$15,100 to Victor Valley College for the purpose of facilitating the transfer of the program including:

- Preparing a substantive change request to the accrediting commission
- Refining curriculum (if needed) to meet accreditation standards
- Revising VVAEC documentation to conform with VVC and FAA standards
- Seeking grant funding to incubate the program at VVC

Need:

Southern California Logistics Airport continues to attract the interest of aviation and aircraft maintenance companies that require a trained workforce. Victor Valley College is positioned to provide such training, but lacks resources to facilitate the initiation of this program.

Fiscal Impact:

\$15,100 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the Contract with the County of San Bernardino for \$15,100 to the District in support of the transition of the SCLA School of Aviation Technology to the college.

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: LIBRARY ONLINE DATABASE SUBSCRIPTIONS

SUBMITTED BY: Leslie Huiner, Librarian

RECOMMENDED BY: Mark J. Zacovic Mark J. Zacovic

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

Description/Background:

The District desires to renew the following online database subscriptions through the Community College Library Consortium: CQ Researchers, CQ Weekly, US History in Context, Academic, and Access UN.

Need:

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

Fiscal Impact:

Budgeted item - \$10,197.23

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the renewal of online database subscriptions through the Community College Library Consortium.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT - LEARN CPR 4 LIFE, INC.

SUBMITTED BY: Patricia Bejarano-Vera, Special Grant Programs

RECOMMENDED BY: Mark J. Zacovic Mark J. Zacovic

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

Description/Background:

The District wishes to approve an Independent Contractor Agreement between Victor Valley Community College District and Learn CPR 4 Life, Inc. The service date for this agreement is June 15, 2011.

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

Need:

This agreement is necessary to provide CPR and first aid training to the Upward Bound Program, Upward Bound Math & Science Program and GEAR UP Program summer program staff.

Fiscal Impact:

Budgeted Item – \$1550.00. Grant Funded

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve this agreement with Learn CPR 4 Life, Inc to provide CPR and first aid training. The service date for this agreement is June 15, 2011.

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: Mark J. Zacovic *Mark J. Zacovic*

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

Description/Background:

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

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

Vendor:	Estimated income to the District
Voices for All	\$ 600.00
Trust Auto Sales	\$ 890.00
Preston Guillory Investigations	\$ 4,000.00
Archangel	\$ 2,000.00
Total:	\$ 7,490.00

Need:

The vendors will provide various workshops through Contract Education Services.

Fiscal Impact:

\$7,490.00 estimated income to the District.

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X___

Reference for Agenda: YES ___ NO X___

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – JOSEPH WOODFORD

SUBMITTED BY: Janet Long, Director, Upward Bound Programs

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

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

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Joseph Woodford who will conduct a one day workshop on workplace harassment prevention on June 14, 2011.

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

Need:

To provide workplace harassment prevention training to Summer Program staff during the 2011 summer programs for the Upward Bound and Upward Bound Math & Science Programs and for the GEAR-UP Program.

Fiscal Impact:

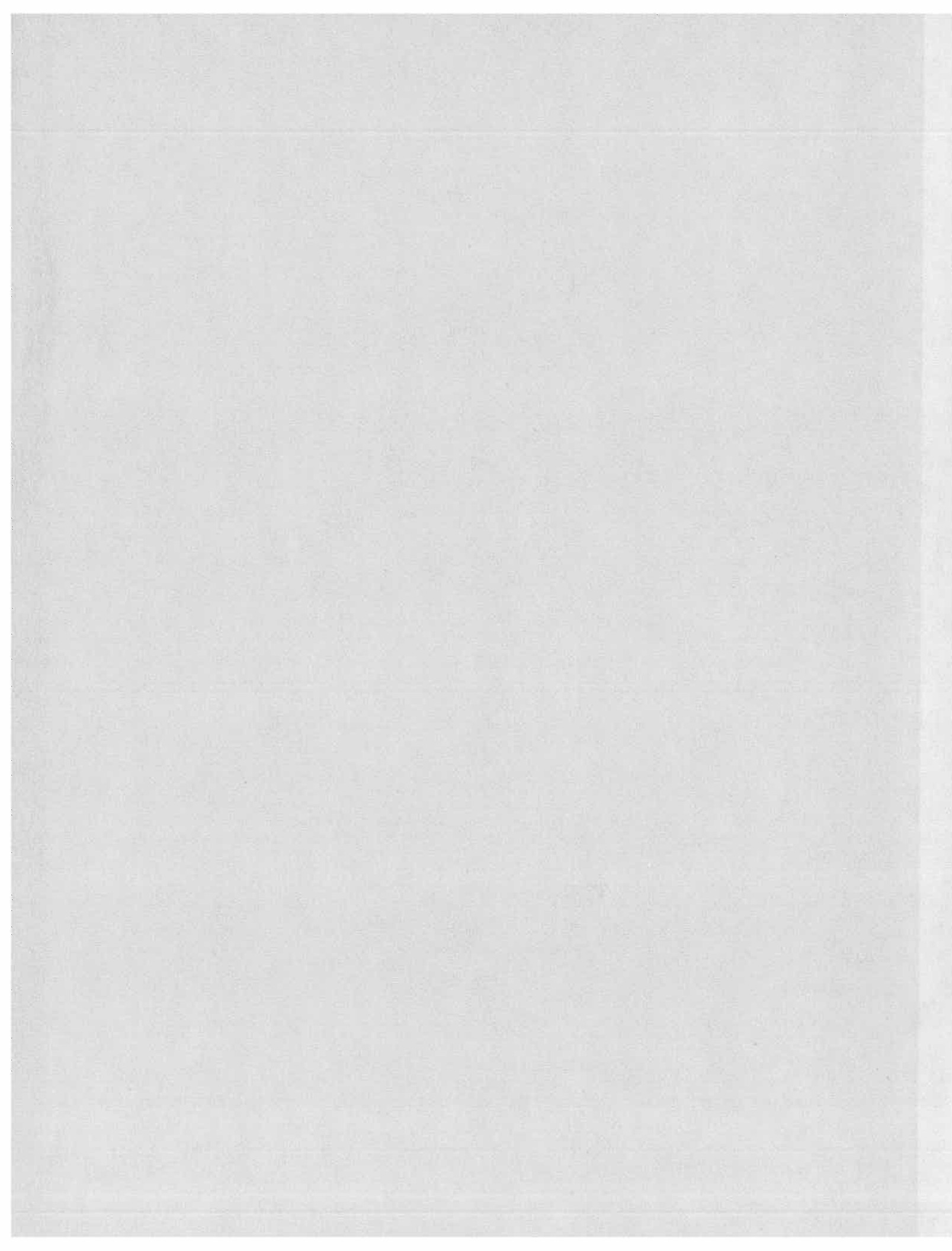
Budgeted Item - \$400. Grant funded.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Joseph Woodford to provide a one-day workshop on workplace harassment prevention on June 14, 2011.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO



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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CURRICULUM CHANGES

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

RECOMMENDED BY: Mark J. Zacovic Mark J. Zacovic

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

Description/Background:

The College Curriculum Committee meets on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on February 24, 2011, March 10, 2011, March 31, 2011 and April 19, 2011 are listed on the attached sheet.

Included in the recommendation are four new degrees (Communication Studies, Math, Psychology, and Sociology). The creation of these new degrees is in response to SB 1440 which solidifies and streamlines the articulation of degrees between the California Community Colleges and the California State University system. These degrees are the first four to be articulated and recommended for approval. VVC is ahead of schedule with SB 1440 implementation as only two programs are required to be available to students by the fall 2011 semester.

A copy of the College Curriculum changes is available in the President's Office for your review.

Fiscal Impact:

None.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the curriculum changes made on February 24, 2011, March 10, 2011, March 31, 2011 and April 19, 2011, and have been recommended by the College Curriculum Committee.

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 – MARK GAITAN

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

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Mark Gaitan who will be constructing an irrigation demonstration area for the Agriculture and Natural Resources Department. The service period is June 20, 2011 through June 28, 2011.

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

Need:

To conduct an irrigation demonstration for the agriculture academy students during the Summer Program

Fiscal Impact:

Budgeted Item - \$9,764.00. Grant Funded.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Mark Gaitan who will be constructing an irrigation demonstration area for the Agriculture and Natural Resources Department. The service period is June 20, 2011 through June 28, 2011.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT – INTELLI TRACK (SOFTWARE)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith



APPROVED BY: Christopher O'Hearn



Description/Background:

The District wishes to enter into an agreement with IntelliTrack to purchase inventory tracking software.

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

Need:

This is needed to track and monitor computer and media equipment inventories across campus. This information will be used for planning future district and campus equipment needs.

Fiscal Impact: \$ 6,485.00 – 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 IntelliTrack in the total amount of \$6,485.00.

Legal Review: YES NOT APPLICABLE

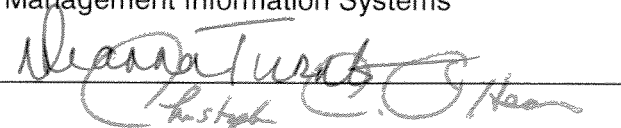
Reference for Agenda: YES NO


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – ANTON P. MORRISSETTE (CONTRACTOR)

SUBMITTED BY: Deanna Turnbeau, Management Information Systems

RECOMMENDED BY: Deanna Turnbeau 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with independent contractor Anton P. Morrisette to support the Datatel system through June 30, 2011.

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

Need:

Project management is needed to support Datatel system. The absence of a Lead Programmer has necessitated the need to contract with a qualified Datatel expert to provide project management and technical assistance to staff. Contractor assists current MIS staff with the implementation and creation of custom process(es) for the Datatel student information system.

Fiscal Impact: \$15,000 – Budgeted Item; Term: 4/1/2011 – 6/30/2011

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Anton P. Morrisette in the total amount of \$15,000.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – MARY NEEPER (CONTRACTOR)
SUBMITTED BY: Deanna Turnbeau, Management Information Systems
RECOMMENDED BY: Deanna Turnbeau *Deanna Turnbeau*
APPROVED BY: Christopher O'Hearn *Christopher O'Hearn*

Description/Background:

The District wishes to enter into an agreement with independent contractor Mary Neeper to perform the following one-time projects related to Datatel:

- 1) Part 2 of the security class definitions project. This project is vital to improve system access, thereby, maintaining high security surrounding the protection of VVC student and staff academic and personal data.
- 2) Part 2 of a project designed to prioritize all custom reports, computer columns, and scripts associated with Datatel. A major program language rewrite is essential to the continued functionality of VVC custom code. This rewrite will be completed based on the priorities identified during this project.
- 3) The set up of a new process to handle the transfer of student credits received from other institutions of higher learning. These equivalencies will streamline and improve the current manual (semester-by-semester) process which requires a petition process. Initial set up will include Region 9.
- 4) Create/Update Datatel user documentation by department. This will result in both a Departmental and Institutional Master Document file.

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

Need:

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

Fiscal Impact: \$55,000 – Budgeted Item; Term: 7/1/2011 – 6/30/2012

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Mary Neeper in the total amount of \$55,000.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

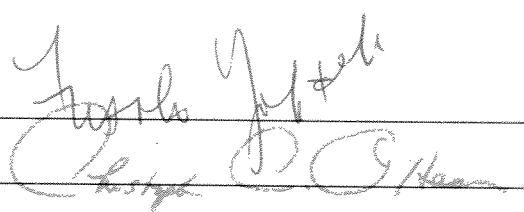
BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: AGREEMENT—Nancy K. Bohl, Inc., DBA The Counseling Team International

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Christopher O'Hearn



Description/Background:

To meet the requirements of the law, it is necessary for the district to use an independent contractor to provide psychological testing for police officers. The Counseling Team International will be used as primary contractor for psychological testing services.

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

Need:

Psychological testing is needed to hire school police officers in accordance with Government Code 1031.

Fiscal Impact:

Expenditure: Budgeted, \$275 per evaluation, not to exceed \$4400 through March 31, 2012.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement for consultant services by Nancy K. Bohl, Inc., DBA The Counseling Team International, through March 31, 2012, not to exceed \$4400.

Legal Review: YES NOT APPLICABLE

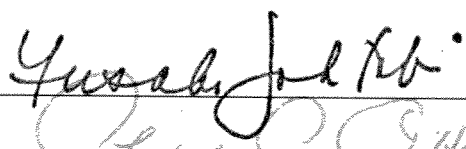
Reference for Agenda: YES NO


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

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

TOPIC: AGREEMENT— Foothills Psychological Services Incorporated

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Christopher O'Hearn 

Description/Background:

To meet the requirements of the law, it is necessary for the district to use an independent contractor to provide psychological testing for police officers. Foothills Psychological Services Incorporated will be used in the event any second opinions are needed.

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

Need:

Psychological testing is needed to hire school police officers in accordance with Government Code 1031.

Fiscal Impact:

Expenditure: \$350 per evaluation, not to exceed \$4200 through April 15, 2012 – Budgeted item

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement for consultant services by Foothills Psychological Services Incorporated, through April 15, 2012, not to exceed \$4200.

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: WARRANTY AGREEMENT RENEWAL BETWEEN PACIFIC PARKING SYSTEMS, INC. AND VICTOR VALLEY COLLEGE CAMPUS POLICE

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Christopher O'Hearn 

Description/Background:

It is necessary for the Campus Police Department to renew the warranty agreement with Pacific Parking Systems, Inc. for maintenance of the college's parking meter equipment.

Need:

The Victor Valley Community College Police Department desires to renew the warranty agreement with Pacific Parking Systems, Inc. for the period of July 1, 2011 to July 1, 2012 for maintenance of the college's parking meter equipment.

Fiscal Impact:

\$3,200.00 Annually. Budgeted

Recommended Action:

It is recommended that the Board of Trustees approve the Renewal Agreement between Pacific Parking Systems, Inc. and Victor Valley College Campus Police Department for maintenance of the college's parking meter equipment for the period of July 1, 2011 to July 1, 2012 at the cost of \$3,200.00.

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—Community College Search Services

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The district wishes to compensate Community College Search Services for providing search services for the Superintendent/President search.

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

Need:

Agreement between Community College Search Services and VVCCD needs to be signed to assist Board of Trustees in its search for a Superintendent/President.

Fiscal Impact:

Expenditure: Budgeted: \$26,000.

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement to use the Community College Search Services for providing search services for the Presidential/Superintendent search.

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— Louis M. Zigman, Esq.

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi



APPROVED BY: Christopher O'Hearn

Description/Background:

The CSEA Contract Bargaining Agreement, Article 24.11.2 allows for a disciplinary hearing to be conducted by a neutral hearing officer.

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

Need:

Pursuant to the CSEA Contract Bargaining Agreement, a hearing was conducted by a neutral hearing officer on March 2, 2011

Fiscal Impact:

\$1,851.70 – Budgeted item

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement with Louis M. Zigman, Esq. for arbitration services on March 2, 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: 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.

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 X NO ___

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, MAY 10, 2011**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 746	\$ 16,756.95					
BATCH 747	\$ 45,164.53					
BATCH 748			\$ 4,277.69			
BATCH 748A			\$ 11,791.02			
BATCH 749	\$ 842.59					
BATCH 750	\$ 567.60					
BATCH 751	\$ 4,310.00					
BATCH 752	\$ 5,947.69					
BATCH 752A	\$ 11,618.40					
BATCH 753	\$ 6,861.03					
BATCH 753A	\$ 58,093.37					
BATCH 754			\$ 321.56			
BATCH 755	\$ 54,429.60				\$ 4,747.65	
BATCH 756					\$ 59,933.00	
BATCH 756A					\$ 15,338.27	
BATCH 757 VOIDED						
BATCH 757A						
BATCH 758 VOIDED						
BATCH 758A	\$ 1,827.32					
BATCH 759	\$ 11,216.35					
BATCH 760	\$ 884.24					
BATCH 761	\$ 1,880.75					
BATCH 762	\$ 13.88					
BATCH 763	\$ 1.00					
BATCH 764			\$ 75.30			
BATCH 765	\$ 135.91					
BATCH 766	\$ 2,204.06					
BATCH 767	\$ 2,830.83					
BATCH 768 VOIDED						
BATCH 768A					\$ 241,482.29	
BATCH 769	\$ 24,691.41					
BATCH 769A	\$ 2,390.14					
BATCH 770	\$ 2,658.90					
BATCH 771				\$ 101.55		
BATCH 772					\$ 4,670.00	
BATCH 772A					\$ 3,306.00	

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, MAY 10, 2011**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 773-744 VOIDED						
BATCH 774A			\$ 260,754.12		\$ 15,130.00	
BATCH 775	\$ 1,694.87					
BATCH 776	\$ 1,227.94					
BATCH 777	\$ 23,968.23					
BATCH 778			\$ 2,500.00		\$ 10,404.00	
BATCH 779						
BATCH 780	\$ 14,439.50					
BATCH 781	\$ 85,050.71					
BATCH 781A						
BATCH 782			\$ 420.14		\$ 11,540.00	
BATCH 783						
BATCH 784 VOIDED						
BATCH 784A	\$ 4,063.55					
BATCH 785 VOIDED						
BATCH 785A					\$ 59,794.00	
BATCH 786	\$ 754.00					
BATCH 787 VOIDED						
BATCH 787A	\$ 1,573.74					
BATCH 788	\$ 415.30					
BATCH 789	\$ 1,781.41					
BATCH 790	\$ 8,031.45					
BATCH 791	\$ 6,502.46					
BATCH 791A	\$ 4,983.00					
BATCH 792 VOIDED						
BATCH 792A	\$ 29,518.13					
BATCH 793	\$ 12,050.00					
BATCH 793A						
BATCH 794 VOIDED						
BATCH 794A	\$ 9,326.96					
BATCH 795 VOIDED						
BATCH 795A	\$ 21,909.92					
BATCH 796	\$ 20,000.00					
BATCH 797	\$ 11,604.35					
BATCH 798	\$ 12,152.72					
BATCH 799	\$ 2,618.33					
					\$ 1,714,930.79	

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, MAY 10, 2011**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 800	\$ 2,051.00					
BATCH 801	\$ 26.77					
BATCH 802	\$ 4,992.56					
BATCH 803	\$ 9,478.32					
BATCH 803A	\$ 19,417.46					
BATCH 804 VOIDED			\$ 13,548.00			
BATCH 804A						
BATCH 805	\$ 6,901.50				\$ 38,978.05	
BATCH 805A	\$ 1,786.28				\$ 26,913.15	
BATCH 806					\$ 41,864.90	
BATCH 807 VOIDED					\$ 35,884.20	
BATCH 807A					\$ 83,729.80	
BATCH 808						
BATCH 809 VOIDED						
BATCH 809A						
BATCH 810 VOIDED						
BATCH 810A						
BATCH 811	\$ 2,370.51					
BATCH 812	\$ 928.43					
BATCH 813					\$ 6,589.33	
BATCH 813A					\$ 39,767.50	
BATCH 814 -815 VOIDED						
BATCH 815A					\$ 4,007.56	
BATCH 816 VOIDED						
BATCH 816A			\$ 1,125.00			
BATCH 817 VOIDED						
BATCH 817A	\$ 2,837.80					
BATCH 818	\$ 2,837.80					
BATCH 819	\$ 4,621.41			\$ 833.59		
BATCH 820						
BATCH 821 VOIDED						
BATCH 821A	\$ 5,519.35					
BATCH 822	\$ 522.00					
BATCH 823	\$ 150.00					
BATCH 824	\$ 3,695.59					

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, MAY 10, 2011**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 825	\$ 7,861.00					
BATCH 826					\$ 3,306.00	
BATCH 826A					\$ 2,578.50	
BATCH 827 VOIDED						
BATCH 827A	\$ 118,558.84					
BATCH 828	\$ 5,750.42					
BATCH 828A	\$ 6,507.01					
BATCH 829			\$ 452.50			
BATCH 830	\$ 38,521.17					
BATCH 830A	\$ 1,606.56					
BATCH 831 VOIDED						
BATCH 831A	\$ 21,535.79					
BATCH 832	\$ 30,867.76					
BATCH 833	\$ 892.22					
BATCH 834	\$ 10,671.20					
BATCH 834A	\$ 2,097.70					
BATCH 835	\$ 1,655.62					
BATCH 835A	\$ 146,778.00					
BATCH 836	\$ 800.00					
BATCH 837 VOIDED						
BATCH 837A	\$ 4,725.00					
BATCH 838	\$ 5,840.97					
BATCH 839	\$ 9,845.34					
BATCH 840	\$ 1,455.29					
BATCH 841	\$ 75.00					
BATCH 842 VOIDED						
BATCH 842A	\$ 66,553.60					
BATCH 843	\$ 1,127.17					
BATCH 843A	\$ 1,995.00					
BATCH 844				\$ 584.22		
BATCH 845 VOIDED						
BATCH 845A	\$ 1,775.00					
BATCH 846	\$ 1,957.00					
TOTALS	\$ 1,086,582.56	\$ -	\$ 295,265.33	\$ 1,519.36	\$ 2,424,894.99	\$ -

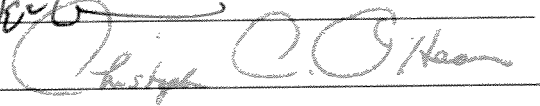
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES BUDGET TRANSFER REQUEST REPORT

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: 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).

Need: N/A

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the budget transfers as submitted.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COLLEGE
 BUDGET TRANSFER REPORT
 FROM 03/10/11 TO 04/15/11

04/15/11

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
110070	01	5990 UNDISTRIBUTED ACCOUNTS	590000 OTHER EXPENSE	69,840		SIGNS/STRIPING
110070	01	5990 UNDISTRIBUTED ACCOUNTS	790000 RESERVE FOR CONTINGENCIES		(80,000)	SIGNS/STRIPING
110070	01	6772 CAMPUS POLICE/PARKING	450000 OTHER SUPPLIES	10,000		SIGNS/STRIPING
110070	01	6772 CAMPUS POLICE/PARKING	585000 BANK CHRGS(ANALYSIS & NSF FEE)	160		SIGNS/STRIPING
110106	01	0400 BIOLOGICAL SCIENCES	430000 INSTRUCTIONAL SUPPLIES	2,900		OB 4310/56XX->4300
110106	01	0400 BIOLOGICAL SCIENCES	431000 INSTRUCTIONAL SOFTWARE		(250)	OB 4310/56XX->4300
110106	01	0400 BIOLOGICAL SCIENCES	563000 CONTRACTS-RENTS & LEASES		(1,761)	OB 4310/56XX->4300
110106	01	0400 BIOLOGICAL SCIENCES	564000 CONTRACTS-REPAIRS		(889)	OB 4310/56XX->4300
110107	72	6920 CHILD DEVELOPMENT CENTER	110000 TEACHERS SALARY-REGULAR	24,000		TO COVER NEG BAL
110107	72	6920 CHILD DEVELOPMENT CENTER	239400 CLASS SUBS/NI		(20,000)	TO COVER NEG BAL
110107	72	6920 CHILD DEVELOPMENT CENTER	430000 INSTRUCTIONAL SUPPLIES		(605)	TO COVER NEG BAL
110107	72	6920 CHILD DEVELOPMENT CENTER	520200 TRAVEL/CONFERENCE-ADMIN		(4,000)	TO COVER NEG BAL
110107	72	6920 CHILD DEVELOPMENT CENTER	640000 NEW EQUIPMENT	605		TO COVER NEG BAL
110108	72	6920 CHILD DEVELOPMENT CENTER	110000 TEACHERS SALARY-REGULAR	28,000		OB 2180->1100
110108	72	6920 CHILD DEVELOPMENT CENTER	218000 CLASSIFIED-NI/REG		(28,000)	OB 2180->1100
110112	01	6460 FINANCIAL AID ADMIN	590000 OTHER EXPENSE	4,000		OB 7900->5900
110112	01	6460 FINANCIAL AID ADMIN	790000 RESERVE FOR CONTINGENCIES		(4,000)	OB 7900->5900
110113	01	6530 CUSTODIAL OPERATIONS	450000 OTHER SUPPLIES		(1,354)	OB 4500->5640
110113	01	6530 CUSTODIAL OPERATIONS	564000 CONTRACTS-REPAIRS	1,354		OB 4500->5640
110114	01	6210 CR MATRICULATION	569100 PRIOR YEAR ROLLOVERS		(22,971)	TO COVER NEG BAL
110114	01	6212 NON-CREDIT MATRICULATION	569100 PRIOR YEAR ROLLOVERS		(13,308)	TO COVER NEG BAL
110114	01	6300 COUNSELING & GUIDANCE	128000 ACADEMIC-NI/REG-COUNSELORS	22,971		TO COVER NEG BAL
110114	01	6300 COUNSELING & GUIDANCE	148000 ACADEMIC-NI/NR-COUNSELORS	13,308		TO COVER NEG BAL
110115	01	0109 AGRICULTURE	430000 INSTRUCTIONAL SUPPLIES	5,045		BGT UPDATE
110115	01	0109 AGRICULTURE	640000 NEW EQUIPMENT		(5,045)	BGT UPDATE
110115	01	0514 BUSINESS EDUCATION TECHNOLOGY	640000 NEW EQUIPMENT	17,869		BGT UPDATE
110115	01	0700 COMPUTER & INFORMATION SCIENCE	430000 INSTRUCTIONAL SUPPLIES	3,143		BGT UPDATE
110115	01	0700 COMPUTER & INFORMATION SCIENCE	640000 NEW EQUIPMENT	7,957		BGT UPDATE
110115	01	0700 COMPUTER & INFORMATION SCIENCE	641000 FURNITURE (NOT IN FIXED ASSET)	24,000		BGT UPDATE
110115	01	0934 ELECTRONICS & ELECTRIC TECH	135000 PERSONAL SERVICES	17,776		BGT UPDATE
110115	01	0934 ELECTRONICS & ELECTRIC TECH	311000 STATE TCHRS RTMT SYSTEM	2,424		BGT UPDATE
110115	01	0952 CONSTRUCTION CRAFT TECHNOLOGY	430000 INSTRUCTIONAL SUPPLIES		(2,887)	BGT UPDATE
110115	01	0952 CONSTRUCTION CRAFT TECHNOLOGY	520000 TRAVEL/CONFERENCE-INSTRUCTIONA	666		BGT UPDATE
110115	01	0952 CONSTRUCTION CRAFT TECHNOLOGY	640000 NEW EQUIPMENT	2,221		BGT UPDATE
110115	01	0956 INDUS TECH-WELDING	430000 INSTRUCTIONAL SUPPLIES	95		BGT UPDATE
110115	01	1200 HEALTH SERVICES GENERAL	584000 CONTRACTED SERVICES		(4,851)	BGT UPDATE
110115	01	1203 R N PROGRAM	520200 TRAVEL/CONFERENCE-ADMIN	81		BGT UPDATE
110115	01	1207 RESPIRATORY THERAPY TOPS=.30	430000 INSTRUCTIONAL SUPPLIES	1,500		BGT UPDATE
110115	01	1207 RESPIRATORY THERAPY TOPS=.30	640000 NEW EQUIPMENT	3,270		BGT UPDATE
110115	01	1250 PARAMEDICS	244600 PROFESSIONAL EXPERT-CLASSIFIED	3,000		BGT UPDATE
110115	01	1250 PARAMEDICS	331500 MEDICARE 1.45%	44		BGT UPDATE
110115	01	1250 PARAMEDICS	335000 PUBLIC AGENCY RET SYSTEM	76		BGT UPDATE
110115	01	1250 PARAMEDICS	351000 STATE UNEMPLOYMENT INSURANCE	22		BGT UPDATE
110115	01	1250 PARAMEDICS	361000 WORKERS COMPENSATION	58		BGT UPDATE
110115	01	1250 PARAMEDICS	520000 TRAVEL/CONFERENCE-INSTRUCTIONA	3,176		BGT UPDATE
110115	01	1250 PARAMEDICS	640500 COMPUTERS	1,191		BGT UPDATE
110115	01	1305 CHILD DEVELOPMENT	520000 TRAVEL/CONFERENCE-INSTRUCTIONA	1,500		BGT UPDATE
110115	01	1305 CHILD DEVELOPMENT	640500 COMPUTERS		(1,500)	BGT UPDATE
110115	01	1307 RESTAURANT & FOOD SVCS MGMT	640000 NEW EQUIPMENT	12,500		BGT UPDATE
110115	01	2105 ADMINISTRATION OF JUSTICE	430000 INSTRUCTIONAL SUPPLIES	6,926		BGT UPDATE
110115	01	2105 ADMINISTRATION OF JUSTICE	640000 NEW EQUIPMENT		(6,926)	BGT UPDATE
110115	01	2133 FIRE CONTROL TECHNOLOGY	430000 INSTRUCTIONAL SUPPLIES	245		BGT UPDATE
110115	01	6050 DEAN-HEALTH SCI&PUBLIC SAFETY	450000 OTHER SUPPLIES		(1,669)	BGT UPDATE
110115	01	6050 DEAN-HEALTH SCI&PUBLIC SAFETY	584000 CONTRACTED SERVICES		(4,000)	BGT UPDATE
110115	01	6050 DEAN-HEALTH SCI&PUBLIC SAFETY	640000 NEW EQUIPMENT		(4,027)	BGT UPDATE
110115	01	6050 DEAN-HEALTH SCI&PUBLIC SAFETY	790000 RESERVE FOR CONTINGENCIES		(60,731)	BGT UPDATE
110115	01	6060 DEAN-STUDENT & WKFORCE DEV	520200 TRAVEL/CONFERENCE-ADMIN		(23,149)	BGT UPDATE
110120	01	1501 ENGLISH	130600 TEACHERS SALARIES-UNIT OF PAY	3,329		ACCT CLEANUP
110120	01	4934 BASIC SKILLS: ALL DISCIPLINES	130000 TEACHERS SALARY-HOURLY	1,937		ACCT CLEANUP
110120	01	4934 BASIC SKILLS: ALL DISCIPLINES	130600 TEACHERS SALARIES-UNIT OF PAY	3,577		ACCT CLEANUP
110120	01	4934 BASIC SKILLS: ALL DISCIPLINES	311000 STATE TCHRS RTMT SYSTEM	497		ACCT CLEANUP
110120	01	4934 BASIC SKILLS: ALL DISCIPLINES	331500 MEDICARE 1.45%	87		ACCT CLEANUP
110120	01	4934 BASIC SKILLS: ALL DISCIPLINES	351000 STATE UNEMPLOYMENT INSURANCE	43		ACCT CLEANUP

VICTOR VALLEY COLLEGE
 BUDGET TRANSFER REPORT
 FROM 03/10/11 TO 04/15/11

04/15/11

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
110120	01	4934 BASIC SKILLS: ALL DISCIPLINES	361000 WORKERS COMPENSATION		117	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	135000 PERSONAL SERVICES		(1,669)	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	311000 STATE TCHRS RTMT SYSTEM		(2,788)	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	321000 PUBLIC EMPLOYEES RET SYSTEM		(597)	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	331000 OASDI		(494)	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	331500 MEDICARE 1.45%		(357)	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	335000 PUBLIC AGENCY RET SYSTEM		38	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	341000 HEALTH AND WELFARE		(1,669)	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	351000 STATE UNEMPLOYMENT INSURANCE		(177)	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	361000 WORKERS COMPENSATION		(474)	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	430000 INSTRUCTIONAL SUPPLIES		(3,338)	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	450000 OTHER SUPPLIES		770	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	580500 LICENSE FEES		1,145	ACCT CLEANUP
110120	01	6040 DEAN-STEM ACADEMIC PROGRAMS	640000 NEW EQUIPMENT		(1,722)	ACCT CLEANUP
110120	01	6300 COUNSELING & GUIDANCE	128300 COUNSELOR'S SUMMER SALARY		1,554	ACCT CLEANUP
110120	01	6300 COUNSELING & GUIDANCE	311000 STATE TCHRS RTMT SYSTEM		128	ACCT CLEANUP
110120	01	6300 COUNSELING & GUIDANCE	331500 MEDICARE 1.45%		22	ACCT CLEANUP
110120	01	6300 COUNSELING & GUIDANCE	351000 STATE UNEMPLOYMENT INSURANCE		11	ACCT CLEANUP
110120	01	6300 COUNSELING & GUIDANCE	361000 WORKERS COMPENSATION		30	ACCT CLEANUP
110121	01	4934 BASIC SKILLS: ALL DISCIPLINES	130000 TEACHERS SALARY-HOURLY		1,738	OB 6400->1300
110121	01	6040 DEAN-STEM ACADEMIC PROGRAMS	640000 NEW EQUIPMENT		(1,738)	OB 6400->1300
110122	01	1011 ART/PHOTOGRAPHY	430000 INSTRUCTIONAL SUPPLIES			(226) TO REPAIR EQUIP
110122	01	1011 ART/PHOTOGRAPHY	564000 CONTRACTS-REPAIRS		226	TO REPAIR EQUIP
110123	01	1002 ART: PAINT. DRAW.& SCULPTURE	430000 INSTRUCTIONAL SUPPLIES			(1,600) EQUIP PURCHASE FOR ARTIS'
110123	01	1002 ART: PAINT. DRAW.& SCULPTURE	640000 NEW EQUIPMENT		1,600	EQUIP PURCHASE FOR ARTIS'
110124	01	6780 MANAGEMENT INFORMATION SYSTEMS	520200 TRAVEL/CONFERENCE-ADMIN		1,926	ALLOCATE TRAVEL
110124	01	6785 DATATEL	520200 TRAVEL/CONFERENCE-ADMIN		2,141	ALLOCATE TRAVEL
110124	01	6790 TECHNICAL SVCS (FORMERLY IT)	520200 TRAVEL/CONFERENCE-ADMIN		(1,926)	ALLOCATE TRAVEL
110124	01	6790 TECHNICAL SVCS (FORMERLY IT)	520200 TRAVEL/CONFERENCE-ADMIN		(2,141)	ALLOCATE TRAVEL
110125	01	6130 MEDIA	442000 MEDIA SUPPLIES		10,000	FOR MEDIA SUPPLIES
110125	01	6130 MEDIA	564000 CONTRACTS-REPAIRS		(10,000)	FOR MEDIA SUPPLIES
110128	71	6595 REDEVELOPMENT PASSTHROUGH	450000 OTHER SUPPLIES		2,000	TO COVER NEG BAL
110128	71	6595 REDEVELOPMENT PASSTHROUGH	563000 CONTRACTS-RENTS & LEASES		500	TO COVER NEG BAL
110128	71	6595 REDEVELOPMENT PASSTHROUGH	564000 CONTRACTS-REPAIRS		700	TO COVER NEG BAL
110128	71	6595 REDEVELOPMENT PASSTHROUGH	565000 CONTRACTS-MAINT AGREEMENTS		900	TO COVER NEG BAL
110128	71	6595 REDEVELOPMENT PASSTHROUGH	640000 NEW EQUIPMENT		(4,100)	TO COVER NEG BAL
110131	01	1011 ART/PHOTOGRAPHY	430000 INSTRUCTIONAL SUPPLIES			(3,081) EQUIP FOR PHOTO PRGM
110131	01	1011 ART/PHOTOGRAPHY	640000 NEW EQUIPMENT		3,081	EQUIP FOR PHOTO PRGM
110133	01	1305 CHILD DEVELOPMENT	520000 TRAVEL/CONFERENCE-INSTRUCTIONA			(1,500) OB 5200->6405
110133	01	1305 CHILD DEVELOPMENT	640500 COMPUTERS		1,500	OB 5200->6405
110134	01	2105 ADMINISTRATION OF JUSTICE	430000 INSTRUCTIONAL SUPPLIES		8,041	FOR SUPPLY PURCHASE
110134	01	2105 ADMINISTRATION OF JUSTICE	640000 NEW EQUIPMENT		(8,041)	FOR SUPPLY PURCHASE
110135	01	0109 AGRICULTURE	430000 INSTRUCTIONAL SUPPLIES		4,578	FOR SUPPLIES
110135	01	0109 AGRICULTURE	640000 NEW EQUIPMENT		(4,578)	FOR SUPPLIES
110138	01	6720 FISCAL OPERATIONS	450000 OTHER SUPPLIES		1,500	OB 6400->4500
110138	01	6720 FISCAL OPERATIONS	640000 NEW EQUIPMENT		(1,500)	OB 6400->4500
110139	01	1203 R N PROGRAM	130000 TEACHERS SALARY-HOURLY		24,928	ACCT CLEANUP
110139	01	1203 R N PROGRAM	311000 STATE TCHRS RTMT SYSTEM		(26,589)	ACCT CLEANUP
110139	01	1203 R N PROGRAM	331500 MEDICARE 1.45%		522	ACCT CLEANUP
110139	01	1203 R N PROGRAM	351000 STATE UNEMPLOYMENT INSURANCE		308	ACCT CLEANUP
110139	01	1203 R N PROGRAM	361000 WORKERS COMPENSATION		831	ACCT CLEANUP
110151	01	0400 BIOLOGICAL SCIENCES	430000 INSTRUCTIONAL SUPPLIES			(34,437) OB 4300->64XX/5630
110151	01	0400 BIOLOGICAL SCIENCES	563000 CONTRACTS-RENTS & LEASES		9,000	OB 4300->64XX/5630
110151	01	0400 BIOLOGICAL SCIENCES	640000 NEW EQUIPMENT		5,777	OB 4300->64XX/5630
110151	01	0400 BIOLOGICAL SCIENCES	640500 COMPUTERS		19,660	OB 4300->64XX/5630
110152	01	0956 INDUS TECH-WELDING	430000 INSTRUCTIONAL SUPPLIES		4,000	SAW BLADES
110152	01	6790 TECHNICAL SVCS (FORMERLY IT)	569100 PRIOR YEAR ROLLOVERS		(4,000)	SAW BLADES

VICTOR VALLEY COLLEGE
 BUDGET TRANSFER REPORT
 FROM 03/10/11 TO 04/15/11

04/15/11

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
110153	01	1011 ART/PHOTOGRAPHY	430000 INSTRUCTIONAL SUPPLIES		(785)	REPAIR EQUIP
110153	01	1011 ART/PHOTOGRAPHY	564000 CONTRACTS-REPAIRS	785		REPAIR EQUIP
110156	01	6720 FISCAL OPERATIONS	239400 CLASS SUBS/NI	11,310		TO COVER NEG BAL
110156	01	6720 FISCAL OPERATIONS	335000 PUBLIC AGENCY RET SYSTEM	113		TO COVER NEG BAL
110156	01	6720 FISCAL OPERATIONS	450000 OTHER SUPPLIES	600		TO COVER NEG BAL
110156	01	6720 FISCAL OPERATIONS	570000 AUDIT,LEGAL & ELECTION EXPENSE		(34,087)	TO COVER NEG BAL
110156	01	6720 FISCAL OPERATIONS	571000 LEGAL EXPENSE	15,285		TO COVER NEG BAL
110156	01	6720 FISCAL OPERATIONS	640000 NEW EQUIPMENT	6,779		TO COVER NEG BAL


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

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

TOPIC: DONATION OF 1971 FIRE ENGINE TO THE VVCC FIRE TECHNOLOGY PROGRAM

SUBMITTED BY: Ginger Ontiveros, Victor Valley College Foundation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The Arrowbear Volunteer Fire Department intends to donate a working 1971 Fire Engine (VIN C75FVM32596) to the Victor Valley College Fire Technology Program. The department has indicated a need for this item in their training program. This agreement will facilitate the transfer of ownership from the Arrowbear Fire Department to Victor Valley Community College District.

This agreement replaces an agreement for donation of a 1972 Fire Engine approved by the board in July 2010.

Need:

Equipment such as this is important to providing hands-on training opportunities for VVC Fire Technology Students.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees accept the donation and ownership of the 1971 Fire Engine from the Arrowbear Fire Department.

Legal Review: YES ___ NOT APPLICABLE

Reference for Agenda: YES NO ___

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is entered into effective as of the 25th day of April, 2011 ("Effective Date"), by and between ARROWBEAR LAKE FIRE DEPARTMENT ("ABLFD") and VICTOR VALLEY COMMUNITY COLLEGE ("VVCC"). ABLFD and VVCC may sometimes be referred to herein as a "Party" or the "Parties."

RECITALS

- A. ABLFD wishes to donate to VVCC a 1971 Fire Engine ("1971 Fire Engine", VIN C75FVM32596).
- B. The Parties intend for this Agreement to govern the terms and conditions of the donation of the 1971 Fire Engine.

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

- 1. Definitions.
 - a. The 1971 Fire Engine shall be singularly referred to as a "Fire Engine".
 - b. The Party donating a Fire Engine shall be defined as the "Donating Party" and the Party accepting the Fire Engine shall be defined as the "Receiving Party".
- 2. Donation of 1971 Fire Engine. Subject to the terms and conditions of this Agreement, ABLFD agrees to donate the 1971 Fire Engine to VVCC, and VVCC hereby agrees that it is accepting the 1971 Fire Engine in an "as-is" condition and that ABLFD is not providing any warranties, express or implied, regarding the condition of the 1971 Fire Engine or its operation. VVCC shall be solely responsible for conducting its own inspection of the 1971 Fire Engine to ensure that the 1971 Fire Engine is appropriate for VVCC's intended use and for the cost of any necessary upgrades or repairs for such use. Furthermore, upon taking possession of the 1971 Fire Engine, VVCC shall be responsible for all liabilities, costs and expenses related to the ownership and operation of the 1971 Fire Engine.
- 3. Additional Term. VVCC agrees that it will not dispose of the 1971 Fire Engine within five (5) years of the Effective Date of this Agreement unless (i) VVCC first offers the 1971 Fire Engine at no cost to a fire agency with California mutual aid responsibilities or a California Community College Fire Technology Program ("Right of First Refusal") and (ii) VVCC sends thirty (30) days written notice of its intent to dispose of the 1971 Fire Engine with written evidence that it has complied with the Right of First Refusal to ABLFD. Any such disposition which has failed to comply with the terms of this condition shall be a violation of the terms of donation and ABLFD shall have the right of specifically enforce the terms of this Agreement to prevent such disposition. The foregoing right of enforcement shall be in addition to any damages which ABLFD may have a right to assert at law or equity.

4. Title to the Fire Engine. Title and risk of loss with respect to the Fire Engine shall pass from the Donating Party to the Receiving Party immediately upon delivery of the Fire Engine to the Receiving Party. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to lawfully transfer title to the Fire Engines to the Receiving Party under California law within thirty (30) days of the execution of this Agreement.

5. Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs and expenses of such action.

7. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all the Parties.

8. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

9. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party/Parties any contractual rights by custom, estoppel, or otherwise.

10. Authority. Each Party represents that it is fully competent and capable to execute, deliver, and perform the Agreement.

11. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

12. Notices. Except as otherwise specifically provided in this Agreement, any notice, consent, request or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery; or (ii) one business day after being deposited with Federal Express or another reliable overnight courier service. All notices shall be addressed as follows:

If to ABLFD, to:

Arrowbear Lake Fire Department
P.O Box 4045
Arrowbear Lake, CA 92382-4045
Attn: Seth Burt, Fire Chief
Telephone: (909) 867-2704
Facsimile: (909) 867-4736

If to VVCC, to:

Victor Valley Community College

Attn: _____
Telephone: _____
Facsimile: _____

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Arrowbear Lake Fire Department

By: _____
Name: Seth Burt
Title: Fire Chief

Victor Valley Community College


By: _____
Name:
Title:

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – MEDRANO'S ASPHALT PAVING CO.

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

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

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

Need:

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

Fiscal Impact:

\$13,548.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President; and it is recommended that the Board of Trustees ratify the agreement with Medrano's Asphalt Paving Co. in the amount of \$13,548.00.

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 – TRANE BUILDING SERVICES

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Trane Building Services to provide repair services for one of the 750 ton chillers located in the Central Plant building. This unit provides 50% of the air conditioning capacity for the buildings on the chill water loop. The unit is currently offline due to electrical damage caused by a power surge.

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

Need:

The unit is non-operational, which puts 100% of the load on the other chiller. The units also do not lead/lag which causes the operating chiller to accumulate more operating hours than the downed unit.

Fiscal Impact:

\$15,600.00 – Fund 71 expenditure

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Trane Building Services in the amount of \$15,600.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

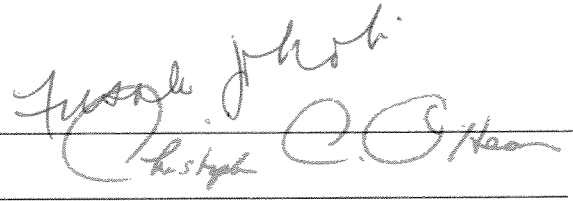
BOARD CONSENT **BOARD ACTION** **BOARD INFORMATION (no action required)**

TOPIC: TENTATIVE AGREEMENT BETWEEN CSEA CHAPTER 584 AND THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Christopher O'Hearn



Description/Background:

The District and California School Employees Association Chapter 584 have completed negotiations for the following articles to their successor contract:

- | | |
|---|---|
| Article 1 – Agreement | Article 16 – Grievance Procedures |
| Article 5 – Hours and Overtime | Article 18 – Savings Provision |
| Article 7 – Upward Mobility | Article 19 – Classification |
| Article 8 – Salary | Article 20 – Resignation |
| Article 9 – Health and Welfare Benefits | Article 21 – Transfers & Reassignments and Promotions |
| Article 10 – Holidays | Article 22 – Association Rights |
| Article 11 – Vacation | Article 23 – Negotiations |
| Article 12 – Leaves | Article 24 – Discipline |
| Article 13 – Assignment | Article 25 – Completion of Meet and Negotiation |
| Article 14 – Evaluations | |
| Article 15 – Layoff and Reemployment | |

Need: Board ratification of the revised articles is necessary for the successor contract with CSEA Chapter 584 for the period of July 1, 2010 through June 30, 2013.

Fiscal Impact:

Budgeted Item

Recommended Action:

It is recommended that the Board of Trustees ratify the tentative agreement with CSEA Chapter 584.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

ARTICLE 1
AGREEMENT

- 1.1 This Agreement is made and entered into this 7th day of April, 2011, by and between Victor Valley Community College District hereinafter referred to as the "District," and Chapter #584, of California School Employees Association, hereinafter referred to as the "Association."

- 1.2 The term of this Agreement will be from July 1, 2010, through June 30, 2013, with mandatory reopeners for Articles 5 and 9 in year two, beginning July 1, 2011 and reopeners for year three by mutual agreement.

**ARTICLE 5
HOURS AND OVERTIME**

5.1 WORKWEEK

The standard work week shall be forty (40) hours.

5.2 WORKDAY

The District has the right to set the initial hours upon creation of a new position or for a vacant position. Any changes to an existing employee's shift hours, length of work day or days worked per year shall be negotiated prior to implementation. The District may employ persons in bargaining unit positions who have a regular, minimum assignment of less than eight (8) hours per day and/or forty (40) hours per week. Such positions shall be deemed regular "part-time" positions.

5.3 LUNCH/BREAKS

All bargaining unit members who work an assigned work day of six (6) hours or more shall be entitled to two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon. All bargaining unit members shall also be entitled to a lunch break of one-half hour unless lengthened under 5.3.1 below.

5.3.1 Bargaining unit members may combine the morning and afternoon breaks with their lunch in order to have a one (1) hour lunch break, thirty (30) minutes of which will be duty free. Neither the district nor the employee may schedule a lunch hour and/or break at the beginning or end of the work day.

5.3.2 Bargaining unit members shall be allowed to combine their breaks and lunch times to attend the CSEA meeting with prior approval from their supervisor. Denial will be justified only if the employees' absence adversely affects the department's operation. The unit member may not take an additional lunch break.

5.3.2.1 A unit member's supervisor may withhold permission for change of break and lunch hours under 5.3.2 when accommodating the request would substantially interfere with the workings of the department. The supervisor's prior approval will not be unreasonably withheld.

5.4 OVERTIME

All overtime hours shall be compensated at the rate of one and one-half (1 ½) the regular rate of pay. Overtime is defined as any time required to be worked in

excess of eight (8) hours in any one day and/or in excess of forty (40) hours in any one calendar week. Bargaining unit members whose average workday is less than eight (8) hours per day shall be paid straight time up to eight (8) hours per day for five days and will be compensated at time and one-half for work on the sixth and seventh consecutive day. Overtime hours do not affect fringe benefits; nor do overtime hours count toward vacation, longevity, completion of probation, or step advances. Bargaining unit members shall not be paid for unauthorized overtime. Any bargaining unit member required to work overtime specified in Article 10 shall be paid compensation, or granted compensatory time off, at the rate of time and one-half (1½) in addition to the regular pay. Overtime must be pre-approved by the supervisor and area Vice President prior to commencement of any work.

5.5 ORDER OF SENIORITY

Order of seniority in this article shall mean seniority in the same classification (job title) at that work location, taking into consideration the nature of the work to be performed and the needs of the District.

5.6 OVERTIME DISTRIBUTION

Overtime work shall be distributed by seniority rotation among qualified unit members in the same department at each work location, taking into consideration the nature of the work to be performed and the needs of the District.

In the event that not enough bargaining unit members accept the overtime the supervisor shall offer the overtime to all qualified classified bargaining unit members on a first come first serve basis.

5.7 CALL BACK TIME

A unit member shall be called back after hours by seniority

5.7.1 If an employee is called-back or called-in prior to the start of their shift or after the end of their shift or on a weekend, the employee shall be compensated a minimum of two (2) hours at time and one-half (1 ½) times the hours worked, unless it is holiday time which shall be compensated at two and one-half time (2 ½) times the hours worked. If an employee is called back within the initial two (2) hours, there shall be no additional compensation. Anything after the initial two (2) hours shall be compensated at the time and one-half (1 ½) or two and one-half time (2 ½) times the hours worked, whichever applies.

5.7.2 In the event no unit members are available, the District shall have the right to do what is necessary to complete the work.

5.8 RIGHT OF REFUSAL

A bargaining unit member shall have the right to refuse an offer of, or request for overtime, call-back, or call-in time except in case of emergency. The declaration of emergency shall be the prerogative of the District. Where an emergency is declared to exist that threatens to halt, impede, or impair the operation of the college, the bargaining unit member is bound to comply.

If no bargaining unit member is available, Article 5.7.2 shall apply.

5.9 COMPENSATORY TIME

5.9.1 A bargaining unit member shall have the option to request compensatory time off in lieu of cash compensation for overtime work. Compensatory time shall be granted at the appropriate rate of overtime. Compensatory time (except that accrued on holidays) shall be accrued at a rate of one and one-half (1½) times the hours worked.

5.9.2 Compensatory time accrued on established holidays shall be compensated at two and one-half (2½) times the hours worked.

5.9.3 When a classified employee chooses to attend a conference/workshop, etc., which lasts beyond the normal workday or workweek, no overtime or compensatory time shall accrue for such hours. When the District requires attendance at a conference/workshop, etc., which exceeds the normal workday or workweek, the employee may choose overtime or compensatory time only for those hours of scheduled conference activities.

5.9.4 The option of taking compensatory time must be requested from the bargaining unit member's supervisor and must be scheduled and taken within twelve (12) months of being earned.

5.10 SHIFT DIFFERENTIAL COMPENSATION

A bargaining unit member regularly assigned so that one-half or more of his/her daily work schedule is between 12 midnight and 6 a.m. shall receive a shift differential premium of five percent (5%) above the regular rate of pay.

5.11 FOUR-DAY WORK WEEK

5.11.1 Summer Four-day Workweek: During the term of this agreement for the period between the end of the spring semester and two weeks prior to the

beginning of fall semester, a four-consecutive-day workweek will be Monday through Thursday. The workday will be nine hours and twenty-two minutes per day for full-time employees. There will be a flexible lunch hour.

5.11.1.1 An example of a typical, full-time regular workday would be 7 a.m. to 5:22 p.m. with a duty-free lunch of sixty minutes.

5.11.2 While on four-consecutive-day workweek schedule, vacation and sick leave will accrue and be used on an hourly basis to avoid any changes in vacation earned or taken under the normal five-day, forty-hour week. (See Article 10.1.2, Holidays.)

The following departments or portions of these departments may continue to operate under the normal five-day work week:

Child Development Center
Maintenance & Operations
Biological Sciences
PAC
IT/MIS/IMS/Telecom
Campus Police

5.11.3 Beginning July 1, 2011 the District and CSEA agree to re-open and negotiate section 5.11, Four-Day Work Week.

ARTICLE 7 UPWARD MOBILITY

7.1 UPWARD MOBILITY

7.1.1 The purpose of the Victor Valley College classified employee Upward Mobility Program is to assist and enable permanent, classified employees to achieve their career goals at Victor Valley College. Time spent towards the Upward Mobility Program must be approved by the immediate supervisor. The time away from the job duties must be reported on the monthly absence report.

7.1.2 Request for Approval

A bargaining unit member who wishes to have courses or activities approved for reimbursement will fill out the Upward Mobility Program forms and submit them to the Upward Mobility Committee chairperson for committee review.

An Upward Mobility Committee shall consist of the Vice President of Human Resources and one (1) other administrative employee appointed by the Superintendent/President and two (2) classified employees appointed by the Association. The four (4) committee members shall then appoint a District employee as a fifth committee member.

The Upward Mobility Committee shall review all requests and materials submitted by the applicant and take action on the requests within thirty (30) days upon receipt of a completed request.

7.1.3 The classified employee Upward Mobility Program at Victor Valley College will include:

7.1.3.1 Career Plan

The opportunity shall be offered to all permanent classified employees to identify their career goals at Victor Valley College. The employee, in cooperation with his/her supervisor, the Office of Human Resources representatives, and/or counselors, will formulate a plan for reaching his/her career goal at Victor Valley College. The plan is to specifically define course work, degrees, job shadowing opportunities, and mentoring opportunities, which will prepare the employee for his/her career goal. The career plan provides opportunities and prepares unit members to the extent possible towards reaching their career goals. Completion of a career plan does not guarantee a promotion or new position at Victor Valley College. A copy of the career plan is to be provided to the employee's supervisor, the appropriate vice president and to the Office of Human Resources. Where necessary, the plan is to be updated or revised to reflect career goal changes. The

official career goal plan is to be retained in the Office of Human Resources. See Appendix B, Ba, Bb.

7.1.3.2 Evaluation of College/University Classes

Classified employees will be able to complete lower division courses taken at Victor Valley College and/or upper division course work taken at any accredited four-year college or university as outlined in the employee's career plan. The college or university must be accredited by an accrediting agency approved by the United States Department of Education.

All courses shall be submitted for approval prior to course enrollment. Courses submitted for approval after the course has begun will not be approved. See Appendix B1a.

Employees will be reimbursed for the cost of required books, required course materials, and registrations fees upon satisfactory class completion with a grade of "C" or better. Each bargaining unit member is responsible for submission of verification of completion and all documents necessary to apply for the reimbursement. See Appendix B1, B8a.

7.1. 3.3 Training Leave

The Board of Trustees may grant to a classified employee a training leave after five years of continuous full-time service. Such leaves may be up to three months at the employee's regular pay or up to six months at 60 percent of the employee's regular pay. The period for qualifying for another leave will commence at the termination of the leave.

The employee must provide the Board of Trustees with a detailed plan which relates directly to achieving his/her Victor Valley College career goal. Failure to fulfill the plan may result in disciplinary action. The employee must agree to continue employment with the District for at least two years after returning to service or return the emolument. Any employee who is granted training leave shall agree in writing to file a bond with the District, which shall enable the District to reclaim any remuneration granted the employee while on leave in the event the employee does not return to the District.

Training leaves shall not be deemed a break in service, nor shall employees earn vacation days, sick leave or holiday pay provided under this agreement. Depending upon district finances, up to two full-time equivalent training leaves may be granted each year by the Board of Trustees. See Appendix B2, B2a.

7.1. 3.4 In-Service Training Time

Classified employees are encouraged to participate in workshops and

seminars offered through the Victor Valley College Staff Development Program which relate to their VVC career goals. They are also encouraged to participate in other training opportunities provided through the VVC Staff Development Program. Unit members must receive prior approval from their supervisor before participating in in-service training. See Appendix B3.

7.1.3.5 Career Counseling

Through the Victor Valley College Counseling Program and the Career/Transfer Center, career counseling will be provided without charge for employees to assist them in formulating career goals and training/education plans. See Appendix B4.

7.1.3.6 Mentoring

The District may establish a pool of mentors from which classified employees and the District will select an appropriate mentor for the employee to help guide and fortify his/her career development at Victor Valley College. By the end of fiscal year 2011-2012, the District and CSEA shall formulate a structured mentoring program. See Appendix B5, B5a.

7.1.3.7 Job Shadowing

Classified employees may be provided job shadowing opportunities which relate to their career goals. The main purpose of job shadowing is to clarify and crystallize career goals. A secondary purpose is to prepare classified employees for particular positions. The specific schedule to perform these activities must be agreed upon by the supervisor and unit member. See Appendix B6, B6a.

7.1.3.8 Cross Training

Classified employees may be provided cross training opportunities which relate to their career plan. The purpose of cross training is to gain job-related experience in an area identified in their career goals. The specific schedule to perform these activities must be agreed upon by the supervisor and unit member. See Appendix B7, B7a.

7.1.4 Reimbursement Process

Upon receipt of the approved participant's necessary documentation by each semester's respective deadline, or by the last business day following the deadline if deadline is not a work day. The District will determine each approved participant's proportionate share of reimbursement based upon the total amount of qualified requests.

The District will process and reimburse, within thirty (30) days after each semester's respective deadline, all qualified requests for reimbursement for approved participants in the Upward Mobility Program.

The District will distribute up to \$11,000 each semester and \$3,000 each summer among all classified participants who qualify for reimbursement on a proportional basis. For example, if by February 15, the District receives total requests for qualified reimbursement in the amount of \$22,000, the total amount available for reimbursement is \$11,000. The District will provide each approved participant 50 percent of his or her request for reimbursement.

Reimbursement requests pertaining to course work fees may not exceed those currently in effect at Cal State University, San Bernardino, at the time of enrollment.

Reimbursement requests must be received in the Human Resources Offices by the following dates:

7.1.4.1 Fall Semester Reimbursements

Approved participants must submit verification of course completion and all documents necessary for reimbursement no later than February 15 of the following calendar year.

For example, for the fall semester, approved participants must submit the necessary documentation to the District no later than February 15 for review and processing.

7.1.4.2 Winter/Spring Semester Reimbursements

Approved participants must submit verification of course completion and all documents necessary for reimbursement no later than July 15 of the same calendar year.

For example, for the spring semester, approved participants must submit the necessary documentation to the District no later than July 15 for review and processing.

7.1.4.3. Summer Semester Reimbursements

Approved participants must submit verification of course completion and all documents necessary for reimbursement no later than October 15 of the same calendar year.

For example, for the summer semester, approved participants must submit the necessary documentation to the District no later than October 15 for review and processing.

ARTICLE 8
SALARY

- 8.1 The July 1, 2009 salary schedule shall remain in effect for the fiscal year 2010-2011.
- 8.2 Salaries may be reopened by mutal agreement in the years 2011-2012 and 2012-2013.
- 8.3 In the event either faculty or management is provided a salary increase thru June 30, 2013, a comparable salary increase will be granted to classified employees.

ARTICLE 9
HEALTH AND WELFARE BENEFITS

- 9.1 Major medical health and accident insurance must be carried by all bargaining unit members. However, any bargaining unit member who is typically scheduled to work less than 20 hours per week shall not be subject to this requirement.
- 9.2 July 1, 2010, to June 30, 2011
- A. The district shall pay 100% of the super composite rate for medical, mental health, dental and vision premiums, as well as mandatory life insurance premiums.
 - B. Eligible classified will have a choice of two (2) HMOs (one must be Kaiser) and one PPO, POS, or Elect Plan.
 - C. Any changes (i.e. office co-pays, prescription drug plans, and deductibles, etc.) or changes in carriers recommended by the Benefits Committee must be bargained and ratified by classified.
 - D. A Section 125 Flexible Benefit Plan will be offered to eligible classified members on a voluntary basis, consistent with the requirements of law. This plan allows eligible classified members to set aside, on a pre-tax basis, certain unreimbursed medical expenditures and dependent day care expenditures, in addition to certain out-of-pocket premium costs, subject to federal and state regulations.
 - E. Employees who are less than full-time and at least 50% (20 or more hours per week) will be eligible for full benefits as long as they were employed as of April 8, 2008.
 - F. Employees hired after April 8, 2008, who are less than full-time and at least 50% (20 or more hours per week) will pay the difference between the pro rated district contribution and the amount necessary to ensure full benefit coverage.
- 9.2.1 Each year effective July 1, 2011 – June 30, 2013 the District and CSEA agree to re-open and negotiate Article 9, Health and Welfare Benefits. In the event faculty or management is provided a benefit package for the term of this agreement, greater than that provided in this agreement, an equal benefit package will be granted to classified employees.
- 9.3 A college-wide insurance committee will include three classified bargaining unit members recommended by the president of the association. The Association president and/or designees on the Insurance Committee shall recommend changes to the current health and welfare benefits. These changes may include, but are not limited to, plan design, benefit caps, services provided, service providers, brokers or trust. The district agrees to reopen Article 9 and commence negotiations regarding the recommendation at least 60 days before the recommended change.

- 9.4 The District will provide retirement benefits for unit members who are eligible for PERS/STRS retirement and who have a minimum of ten years of service at Victor Valley Community College District at the time of retirement. The date of hire will be the actual date of hire unless adjusted by the MSA. Said benefits will be the current health insurance benefits provided to the Classified as a whole and said benefits will be provided to both the eligible employee and said employee's eligible dependents until the employee reaches Medicare age. In order to be eligible for this benefit, the unit member must have been employed by the District on or after July 1, 1999. In the event that any or all of the medical providers under the district paid plans are not available to a retired unit member and said retirees' eligible dependents because of a change of residency or otherwise, the District shall be required to pay no more than the super composite rate for active employees.

ARTICLE 10 HOLIDAYS

10.1 SCHEDULED HOLIDAYS

10.1.1 The following holidays shall be granted as holidays for all bargaining unit members:

- New Year's Day
 - Martin Luther King Day
 - Lincoln Day
 - Third Monday in February known as Washington Day
 - Spring Break Day (which will coincide with Good Friday)
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - December 24
 - December 25
 - Winter Break Holiday (in addition to any board-given holidays)
 - In lieu of Admission's Day (during the winter break)
 - December 31
-
- Any work day declared by the President of the United States or the Governor of California as day of mourning shall be granted as a holiday for all classified employees regularly scheduled to work. If this day is not a normal work day, no holiday will be given.
 - One day to be selected on a floating basis with approval of the bargaining unit member's supervisor. The floating holiday shall be used by June 30 of each year and shall not be accrued from year to year.

10.1.2 In the event a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. In the event a holiday falls on a Sunday, the succeeding Monday shall be considered a holiday. For those unit members who work Monday-Thursday shift in the summer, in the event the Independence Day holiday falls on Friday or Saturday, the unit member shall receive a floating holiday which shall be used with the approval of the unit member's supervisor during the month of July in the same year. For those unit members who work a Tuesday-Saturday shift in the summer, in the event the Independence Day holiday falls on Sunday or Monday, the unit member shall receive a floating holiday which shall be used with the approval of the unit member's supervisor during the month of July in the same year.

10.1.3 Unit members whose normal workweek includes Saturday or Sunday, or both, and as a result the employee loses a holiday which he or she would otherwise be entitled, shall be entitled to a substitute holiday or shall be entitled to compensation in the amount to which the unit member would have been entitled had the holiday fallen within his or her normal work schedule. (Ed. Code 88206).

ARTICLE 11
VACATION

11.1 All bargaining unit members who are regularly employed on a full-time basis shall be entitled to a vacation allowance for each calendar month based on years of service in which the employee is in paid status for 11 days or more as set forth in the following schedule. Time served during the probationary period shall count toward vacation time.

Years of Service	Monthly Accrual	Annual Accrual
1	1.00 day	12 days
2	1.00 day	12 days
3	1.167 days	14 days
4	1.167 days	14 days
5	1.333 days	16 days
6	1.333 days	16 days
7	1.500 days	18 days
8	1.500 days	18 days
9	1.667 days	20 days
10	1.75 days	21 days

- 11.2 Bargaining unit members serving on less than a 12-month schedule shall accrue vacation leave on the same basis and at the same rate as those employed on a 12-month schedule, but vacation time so earned must be taken during the months in paid status and approved in advance by the supervisor.
- 11.3 The District reserves the right to adjust requested vacation times so that coincident vacation times will not interfere with the orderly carrying out of the necessary business of the District. Vacation schedules shall be staggered as required by the workload and shall be scheduled in advance and approved by the bargaining unit member's supervisor.
- 11.4 Vacation leave shall not be permitted to accrue for the purpose of taking extended vacations, nor shall bargaining unit members be permitted to continue work on their jobs during vacation periods for the purpose of earning additional pay.
- 11.5 BANKED VACATION HOURS

11.5.1 On July 1, 2002, a one-time vacation bank was created by employees with vacation in excess of that which could be earned in twelve (12) months. Vacation placed in this separate holding account under this section shall be referred to as "banked vacation." No hours may be added to this one-time vacation. All remaining vacation outside of banked vacation shall be referred to as a unit member's "vacation balance."

11.5.2 Beginning July 1, 2002, any unit member with a *vacation* balance in excess of that allowed under 11.7.1 shall not be eligible to accrue additional vacation days

until the unit member reduces his/her *vacation* balance to an amount below the maximum allowed under 11.7.1. As soon as the unit member reduces his/her *vacation* balance to an amount below that allowed under 11.7.1, said unit member shall begin accruing additional vacation at the rate specified in 11.7.1, up to the maximum allowed under 11.7.1

- 11.5.3 All vacation sought to be used by a unit member shall first be drawn from a unit member's *vacation balance*. When a unit member's *vacation balance* has been used in its entirety, any additional vacation sought to be used shall be drawn from a unit member's *banked vacation*.
- 11.5.4 Subsequent to ratification of this Agreement, all classified employees who maintain *banked and vacation* balances shall meet in good faith with their supervisors to discuss a voluntary plan to take vacation on an accelerated basis in order to reduce their *banked and vacation* balance. Any classified employee who has banked vacation shall be provided notice of the number of days in the bank on or about July 1 of each year.

11.6 VACATION BALANCE

- 11.6.1 Vacation credit shall be calculated on the basis of the school fiscal year, beginning July 1st and ending June 30 of the year following and may be accumulated to a total not exceeding that which the bargaining unit member could earn in twenty-four (24) months.

Vacation accrued beyond the two-year maximum will be paid if the following conditions exist. The employee must provide written verification of a denied vacation request. This denied request must reflect that vacation was requested for a time period that would not substantially interfere with the function of the department.

- 11.6.2 Full credit for vacation leave will be given for the first and last calendar month of service when the bargaining unit member is in paid status for more than one-half ($\frac{1}{2}$) the working days of that month. No credit for vacation time will be given when the bargaining unit member is in paid status for less than one-half ($\frac{1}{2}$) the working days of that month.
- 11.6.3 Full annual credit for vacation leave will be advanced on July 1 of each fiscal year. However, if a unit member leaves employment before vacation is earned, adjustments will be made.

- 11.7 Part-time bargaining unit members shall be entitled to vacation leave on a pro-rata basis.
- 11.8 Vacation may be taken in units of not less than 15 minutes.
- 11.9 When any bargaining unit member leaves the employ of the District for any

reason, including a layoff, he or she shall be entitled to all vacation pay earned and accumulated up to and including the last day of employment.

11.10 If a bargaining unit member is terminated and had been granted vacation which was not yet earned at the time of termination the District shall deduct from the bargaining unit member's severance check the full amount of salary paid for such unearned days of vacation time.

11.11 A bargaining unit member may request approval from his or her supervisor to interrupt or terminate his or her vacation in order to begin another type of paid leave. Approval will be granted only if the bargaining unit member supplies relevant supporting information regarding the basis for the interruption or termination.

ARTICLE 12 LEAVES

12.1 BEREAVEMENT LEAVE

12.1.1 Definition

Bereavement is the loss by death of a member of the immediate family of the bargaining unit member or his/her spouse.

Immediate family shall include, but not be limited to spouse, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandchildren, brother, sister, step-parents, step-children, foster parents, foster children, children's father or mother or relatives or person residing in the immediate household of the bargaining unit member.

Immediate household shall be the primary residence of the bargaining unit member.

12.1.2 Length of Leave

Bargaining unit member shall be granted bereavement leave not to exceed four (4) days. The leave will be extended to six (6) days when out of state travel or travel beyond a three hundred (300) mile radius is necessary.

12.1.3 Compensation

No deduction shall be made from the salary of the bargaining unit member nor shall such leave be deducted from leave granted by other sections of this article or other leaves provided for by the District.

12.1.4 Notification/Request

The bargaining unit member shall notify the appropriate supervisor of bereavement leave for those persons specifically mentioned in section 12.1.1.

Request shall be made to the appropriate supervisor for bereavement leave for those persons not specifically mentioned in section 12.1.1.

12.2 JURY DUTY

12.2.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance

provided to the employee for jury duty shall not be considered in the amount received for jury duty.

12.2.2 Any day during which any employee in the Bargaining Unit whose regular assigned shift commences at 4 p.m. or after, and who is required to serve six (6) or more hours on jury duty shall be relieved from work with pay. The employee shall submit a written request for an approved absence prior to the beginning date of the jury duty. The employee shall provide the Payroll and Benefits Office with an official verification of the dates and times of jury duty. Any employee whose regular assigned duty is a non-traditional workweek and is required to perform jury duty during that workweek shall have his/her workweek adjusted so that the employee does not work and serve on jury duty more than five (5) combined days during that workweek.

Employees who work the graveyard shift shall have the option of taking off the shift the night before or the shift the night of jury duty.

12.2.3 Length of Leave

Leave shall be granted for attendance in court as certified by the clerk or other authorized officer of such jury or court. Proof of attendance shall be by presentation of a certificate signed by such clerk or officer.

The hours a bargaining unit member is required to perform service for the District shall be reduced by the number of hours actually spent participating in jury service and reasonable travel time from place of court to place of employment.

A bargaining unit member who serves on a jury panel will not be required to work for the District on that day if 75% of the workday has been exhausted or will have been exhausted by the inclusion of reasonable travel time.

12.2.4 Compensation

Pay for any day of absence taken under this section shall be the bargaining unit member's regular salary. Bargaining unit members shall complete the fee waiver form provided by the court. Any payment offered from the court shall be waived. Excluded is court-awarded allowance for meals, mileage and/or parking.

12.3 WITNESS LEAVE

12.3.1 Definition

A witness leave is a leave granted to allow a bargaining unit member to appear as other than a litigant in the case in response to an official order from a governmental jurisdiction.

12.3.2 Length of Leave

Leave shall be granted for attendance in court as certified by the clerk or other authorized officer of such jury or court. Proof of attendance shall be by presentation of a certificate signed by such clerk or officer.

The hours that a bargaining unit member is required to perform service for the District shall be reduced by the number of hours actually spent participating as a witness and reasonable travel time from place of court to place of employment.

12.3.3 Compensation

Pay for any day of absence taken under this section shall be the bargaining unit member's regular salary less any amount received as witness fees, excluding court-awarded allowance for meals, mileage and/or parking.

12.3.4 Notification and Certification

Notification and certification shall be by presentation of the official order to the appropriate supervisor of the bargaining unit member.

12.4 PERSONAL ILLNESS AND INJURY LEAVE

12.4.1 Definition

An illness leave is granted to a bargaining unit member who is unable to work due to personal illness, injury or medical quarantine.

12.4.2 Length of Leave

Members of the bargaining unit employed forty (40) hours per week who are employed for less than a full fiscal year are entitled to a prorated portion (one day per month) of accrued sick leave for illness, injury, or medical quarantine as the number of months they are employed. Members of the bargaining unit employed less than forty (40) hours per week shall be entitled to a pro-rated portion of accrued sick leave for illness, injury, or medical quarantine based upon the number of days or hours they are employed per week.

12.4.3 Compensation

Bargaining unit members on illness leave shall receive their regular salaries providing sick leave and/or vacation leave is available.

12.4.4 Credit for Sick Leave

Upon employment and at the beginning of each fiscal year the full amount of sick leave granted under this section shall be credited to each bargaining unit member. Credit for

sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, new bargaining unit members of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible until the first day of the calendar month after completion of the six (6) months of active service with the District. Sick leave credit shall be calculated on the basis of the school fiscal year, beginning July 1 and ending June 30 of the year following and may be accumulated. Part-time unit members shall be entitled to sick leave on a pro-rata basis.

12.4.5 Transfer of Illness Leave

New bargaining unit members coming from other school districts shall be notified by Human Resources that they are permitted to transfer accumulated sick leave from the District of previous employment and must request the transfer within 30 days after beginning employment.

12.4.6 Medical or Dental Appointments

Bargaining unit members who take time off during the work day for medical or dental appointments shall utilize sick leave, vacation time, compensatory time previously accrued, or with the permission of the supervisor be allowed the alternative of making up the time, at the discretion of the appropriate supervisor.

12.4.7 Administrative Leave

Members of the bargaining unit may be placed on paid administrative leave and required to submit to fitness for duty examinations, at the district's expense, at the discretion of the district in cases where the unit member's behavior and/or performance on the job may indicate a lack of physical or mental capacity to adequately perform required duties.

12.4.8 Extended Illness Leave

Pursuant to Education Code Section 88196, when a bargaining unit member has exhausted all earned sick leave as provided for in this article and continues to be absent on account of the same illness or accident, the bargaining unit member shall be granted additional non-accumulated leave not to exceed 100 working days at fifty percent (50%) of the bargaining unit member's regular salary.

The 100 working days shall commence with the first day of illness or injury.

Only one 100-day period of extended illness or injury may be taken for the same illness or injury.

The bargaining unit member shall be required to submit an attending physician's verification of illness in order to receive extended illness or injury leave benefits as provided by law and may be required to see a health care provider of the District's choice at the District's expense.

Nothing in this section shall prevent a bargaining unit member from using other paid leaves. The District will comply with Education Code 88195 pertaining to additional leave for nonindustrial accident or illness; reemployment preference.

No absence under leave provisions of this article shall be considered as a break in service. All benefits accruing under the provisions of this Agreement shall continue to accrue during such absence.

12.4.9 Notification/Verification

Prior to the beginning of their work day, bargaining unit members shall report (or have someone report) to their supervisor when they are unable to report to work due to personal illness, injury, or medical quarantine. The District may request illness verification after five (5) consecutive days' absence to return to work. Unless the district has written illness verification prior to an employee returning to work, the employee (or designee in extenuating circumstances) is required to call the immediate supervisor each day.

Where the District has reason to question the physical or mental ability of a unit member to effectively perform all duties required in his/her job description, the District may require the unit member to be examined by a district-appointed physician at no expense to the employee. Once the district has requested the employee to see a district-appointed physician, the district shall put the employee on paid administrative leave or the employee shall remain at work in paid status until the results are determined. Upon the physician issuing a full medical/psychological release, the unit member shall immediately return to work.

In the event the District's appointed physician does not release the employee back to work, and the employee disagrees with the physician's decision, the District and CSEA shall negotiate, if applicable, each individual case in determining the next step.

12.4.10 Definition/Physician

For the purpose of this article, the term physician is a licensed medical doctor.

12.5 PERSONAL NECESSITY LEAVE

12.5.1 In accordance with the provisions of the California Education Code, any bargaining unit member may use not more than nine (9) days of accumulated sick leave in the following cases of personal necessity:

12.5.1.1 Death of a member of his/her immediate family as defined in 12.1.1 above. This shall be in addition to bereavement leave established under 12.1 above.

- 12.5.1.2 An accident involving his/her person or property or the person or property of his/her immediate family as defined in 12.1.1 above.
- 12.5.1.3 Serious or critical illness of a member of his/her immediate family as defined in 12.1.1 above.
- 12.5.1.4 Pursuant to Education Code § 88027, unit members may use personal necessity leave for appearances in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
- 12.5.1.5 Other personal necessities as approved by the superintendent/president requests shall be made in writing to the appropriate director, dean, or vice-president explaining the nature of the personal necessity.

12.6 INDUSTRIAL ACCIDENT OR JOB-INCURRED ILLNESS LEAVE

- 12.6.1 The provisions pertaining to this leave shall become effective upon regular employment.
- 12.6.2 Bargaining unit members' allowable leave shall be limited to sixty (60) working days in any one fiscal year for the same accident.
- 12.6.3 All provisions of Education Code Section 88192, as it applies to classified employees, shall be the rules and regulations of the District in matters pertaining to industrial accident and industrial illness leave.
- 12.6.4 Establishment of eligibility for temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed proof of the employee's entitlement to this leave procedure to be followed.
- 12.6.5 When a bargaining unit member incurs an industrial accident or illness he/she shall report to his/her supervisor before the close of the working day in which the accident or illness occurs. A Worker's Compensation form shall be filed with the Payroll and Benefits Office within twenty-four (24) hours of the time such accident or illness occurs.
- 12.6.6 An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence. When such leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 12.6.7 A bargaining unit member absent from his/her duties because of industrial accident or illness shall be paid such portion of the salary due him/her for any

month in which the absence occurs, as when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her full salary. During such paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received because of the industrial accident or illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for payment of the bargaining unit member's salary and shall deduct normal retirement and other authorized contributions (Ed. Code 88192).

12.6.8 Upon termination of the industrial accident or illness leave, a bargaining unit member shall be entitled to the benefits provided in Section 88191 of the Education Code, and for the purpose of this section his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. Provided the bargaining unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. (Ed. Code 88192).

12.6.9 Any bargaining unit member receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state. (Ed. Code 88192).

12.6.10 The District will comply with Education Code 88192 pertaining to industrial accident and illness leaves for classified employees.

A bargaining unit member who has been placed on a re-employment list, and who has been medically released for return to duty, and who fails to accept an appropriate assignment, shall be dismissed (Ed. Code 88192).

12.6.11 Allowable industrial accident and illness leave shall not be accumulated from year to year (Ed. Code 88192).

12.7 **BREAK IN SERVICE**

No absence under any paid leave provisions of this article or approved unpaid leave shall exceed the number of days approved by the superintendent/president nor shall this be considered as a break in service for any bargaining unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.8 ADDITIONAL LEAVE OF ABSENCE

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

12.8.2 The District will comply with all applicable mandated portions under the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act (Government Code Section 12945.2).

12.9 AUTHORIZED LEAVE VERIFICATION

The District may require a unit member to furnish a doctor's certificate, affidavit or other documentation, as verification of illness or other reason for authorized leave. Verification may be required when the district has reason to question the validity of any request for approved leave.

12.10 EMERGENCY CLOSING PROCEDURES

In the event that the college is forced to close down due to extreme weather or natural disaster, as determined by the superintendent/president or other legal agencies, the staff will be granted an undeclared holiday.

ARTICLE 13 ASSIGNMENT

13.1 NOTICE OF ASSIGNMENT

13.1.1 Each bargaining unit member to be employed for the next school year shall be notified on or before June 30 of his or her assignment for the ensuing year.

The "Notice of Assignment" shall include:

1. Employee's name
2. School year
3. Immediate supervisor's name
4. Class
5. Step
6. Salary (computed annually)
7. Anniversary/Longevity Date
8. Banked vacation, vacation and sick leave balance
9. Signature of employee and Vice President, Human Resources
10. Account code

13.1.2 Anniversary date shall mean the date used to compute "full" years of service. A bargaining unit member hired between the first and fifteenth day of a month shall have an anniversary date of the first day of that month. A bargaining unit member hired between the sixteenth and the last day of a month shall have an anniversary date of the first day of the following month.

13.2 WORKING OUT OF CLASSIFICATION

13.2.1 Pursuant To Education Code 88010, it is the intent of this section to permit community college districts to temporarily work employees outside of their normal duties, but in so doing to require that some additional compensation be provided the employee during such temporary assignments.

Within thirty (30) days of any working out of classification assignments, CSEA shall be notified in writing of the effective and proposed end date of the assignment.

13.2.2 When a bargaining unit member is assigned to perform the duties of an employee of the District in a higher classification for more than five (5) working days within a fifteen (15) calendar day period, his or her salary shall be adjusted upward for the entire period the duties were performed.

13.2.3 When assigned to duties normally performed by an employee of the District in a higher classification, the member shall receive the salary range assigned to the

higher classification on the lowest step which will give an increase of at least 5% over the member's regular salary.

13.2.4 EXTENDED ABSENCES - Assignment shall be made by prior written notice and shall be for a period not to exceed six (6) months for those positions filled due to extended absences. In any situation that exceeds six (6) months, the District shall inform CSEA on the necessity to extend the assignment.

13.2.5 VACANT POSITIONS - Assignments to fill vacant positions shall not exceed six (6) months unless mutually agreed upon between the District and CSEA.

13.3 USE OF SUBSTITUTE EMPLOYEES IN VACANT POSITIONS OR EXTENDED ABSENCES

13.3.1 A substitute employee may serve a maximum of 60 calendar days per Education Code 88003 in a vacant position while the District is recruiting to fill the vacancy.

13.3.2 VACANT POSITIONS - The District and CSEA shall meet on the necessity to extend the assignment only by mutual agreement.

13.3.3 EXTENDED ABSENCES - Assignment shall be made by prior written notice and shall be for a period not to exceed six (6) months for those positions filled due to extended absences. In any situation that exceeds six (6) months, the District shall inform CSEA on the necessity to extend the assignment.

13.4 TEMPORARILY ASSIGNED A MANAGEMENT POSITION

13.4.1 When a bargaining unit member is temporarily assigned to a management position for which education and experience requirements or the equivalent are met the assignment shall reflect the beginning and ending date of the temporary management assignment. Such assignment shall not exceed one (1) year in duration.

13.4.2 During the period of temporary assignment the classified bargaining unit member shall be paid on step 1 of the management salary schedule or five percent (5%) above the unit member's current classified salary, whichever is greater.

13.4.3 During the period of temporary assignment, the classified bargaining unit member shall continue to receive all negotiated benefits.

ARTICLE 14 EVALUATIONS

- 14.1 Evaluations are a process by which a unit member's performance and conduct on the job are measured in accordance with District standards and expectations. As part of this process, positive and open communications between the unit member and the immediate supervisor are encouraged. Evaluations should reflect a unit member's strengths and weaknesses with the general objective of maintaining or exceeding District standards and expectations.
- 14.2 All permanent unit members shall be evaluated annually by the immediate supervisor. The written evaluation and the conference in connection therewith between the unit member and the immediate supervisor shall occur on or about the unit member's anniversary date in the position.
- 14.3 All newly hired unit members shall serve a probationary period of twelve (12) months. All probationary unit members shall be evaluated at the end of the third, sixth and eleventh month of the probationary period. Failure to evaluate a probationary unit member as required by this article shall in no way affect a decision to terminate the unit member during the probationary period.
- 14.4 A probationary or permanent unit member who is reassigned into another classification and is serving a six month trial service period in the new classification shall be evaluated at the end of the third and the fifth months of such six month trial service period.
- 14.5 All evaluations shall be based upon job performance factors as outlined in the Performance Evaluation Form.
- 14.6 A sample of the evaluation form to be utilized in the evaluation process is contained in Appendix F.

ARTICLE 15
LAYOFF AND REEMPLOYMENT

15.1 REASON FOR LAYOFF

Bargaining unit members shall be subject to layoff for lack of work or lack of funds. Any reduction in regularly assigned time shall be considered a layoff under the provisions of this article.

15.2 NOTICE OF LAYOFF

Bargaining unit members shall receive forty-five (45) days written notice of layoff.

15.3 ORDER OF LAYOFF

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

15.3.1 Length of service means all days in paid status, whether during the school year, a holiday, recess or during any period that the college is in session or closed, but does not include any hours compensated solely on an overtime basis.

15.3.2 Pursuant to Education Code 88127, classified employees shall be subject to layoff for lack of work and/or funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

15.3.3 If two or more bargaining unit members subject to layoff have equal class, seniority, plus seniority in higher classes, the determination of layoff will be made on the basis of the greater hire date seniority, and if that be equal, then the determination shall be made by lot, in the presence of the bargaining unit members in question and, upon request of the bargaining unit members, one representative of the exclusive representative.

15.3.4 Nothing contained in this section shall preclude the granting of length of service credit for time spent on military leave of absence, or unpaid illness leave, or unpaid industrial accident leave. Days in paid status shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the District.

15.4 BUMPING RIGHTS

- 15.4.1 A bargaining unit member notified of layoff from his/her present class (job title) may bump into an equal class (job title) or bump into the next lower class (job title) that they have previously held and have seniority based on section 15.3.2.
- 15.4.2 To be eligible to bump, a bargaining unit member must: 1) possess minimum qualifications, as listed in the job description for the classification; 2) have the greater length of service time in that classification (job title) on the date the layoff is effective.
- 15.4.3 Alternative - Any bargaining unit member may elect to accept a service retirement in lieu of layoff. If offered by the District, the bargaining unit member may accept voluntary demotion, transfer, or reduction in assigned time in lieu of layoff or bumping privileges.

15.5 REEMPLOYMENT RIGHTS

15.5.1 Eligibility

Laid-off bargaining unit members are eligible for reemployment for a thirty-nine (39) month period and shall be placed on an eligibility list and be offered reemployment in the reverse order of layoff.

This eligibility will also apply to those bargaining unit members having chosen the alternative to bumping, Section 15.4.3. The bargaining unit member accepting a voluntary demotion or reductions in assigned time in lieu of layoff shall be considered for reemployment for an additional period of up to twenty-four (24) months for a total of sixty-three (63) months.

Bargaining unit members who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

15.5.2 Notification of Reemployment Opening

Any bargaining unit member who is laid off and is subsequently eligible for reemployment, shall be notified in writing by the District of an opening. Notification shall be made by certified service.

15.5.3 Employee Notification

Bargaining unit members shall notify the District of their intent to accept reemployment within ten (10) working days following receipt of the reemployment notice. Notification shall be made by either certified service or personal delivery to the Human Resources Office. If delivered in person, the district shall provide the employee a receipt of delivery.

If the bargaining unit member accepts reemployment, he/she must report to work on the date and time designated by the District. No benefits accrue during the break in service, but if the bargaining unit member accepts reemployment, the District shall reinstate to him/her all of his/her rights and benefits accrued prior to layoff.

Should a bargaining unit member elect not to accept the reemployment offer, he/she must notify the District within ten (10) working days following receipt of the reemployment notice by either certified service or personal delivery to the Human Resources Office. If delivered in person, the district shall provide the employee a receipt of delivery. Any bargaining unit member who declines an offer of reemployment equivalent or better than that when laid off is doing so with the understanding that his or her name will be removed from the current 39/63 month re-employment lists.

ARTICLE 16 GRIEVANCE PROCEDURES

16.1 DEFINITIONS

16.1.1 Grievance: An allegation by a bargaining unit member (grievant), or the Association, that there has been a violation, misinterpretation, or misapplication of the existing agreement (including all appendices) which has adversely affected the grievant. The Association shall have the right to file a grievance over an alleged violation, misinterpretation or misapplication of Article 22 and, if more than one (1) unit member has been adversely affected by an identical violation, misinterpretation or misapplication of this Agreement, the Association may process a grievance on behalf of all members of the group. When such a class grievance is declared, the resolution (relief sought) shall be applicable to all affected unit members. The Association may also file a grievance on behalf of a bargaining unit member as long as both the Association and the bargaining unit member's name is on the grievance and the affected unit member signs the grievance. The term "existing agreement" shall not include Memoranda of Understanding which are not specifically incorporated into this agreement, but shall include all attached appendices. The Association may file a grievance with or without the affected member's consent when it is alleged that there has been a violation, misinterpretation, or misapplication of the existing agreement.

16.1.2 Day: Any day in which the central administrative office of the District is open for business.

16.1.3 Supervisor: The lowest level supervisor having jurisdiction to adjust a grievance.

16.2 BARGAINING UNIT MEMBER RIGHTS

The bargaining unit member may present a grievance without the intervention of the Association. However, the Association shall be furnished a copy of the grievance, when filed, and a copy of the resolution, when resolved, at each formal level.

16.3 INFORMAL LEVEL

A grievant may submit the grievance orally to the grievant's supervisor. If the grievance is not satisfactorily adjusted informally, the grievant may proceed to the formal level.

16.4 FORMAL LEVEL

- 16.4.1 Formal Level I - Within fifteen (15) days after occurrence of the alleged act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to his/her supervisor, or the right to grieve the incident is forfeited.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought.

The supervisor shall communicate his decision to the grievant in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

- 16.4.2 Formal Level II - In the event the grievant is not satisfied with the decision at Formal Level I, he/she may appeal the decision in writing to the superintendent/president within ten (10) days. This statement shall include a copy of the original grievance and appeal, the decisions rendered, and reasons for the appeal.

The superintendent/president shall communicate his decision to the grievant within ten (10) days after receiving the appeal. If the superintendent/president does not respond within the time limits, the grievant may appeal to the next level.

- 16.4.3 Formal Level III - If the grievant is not satisfied with the decision at Level II, or the superintendent/president fails to respond within the specified time, the grievant may, within ten (10) days from the date the Level III decision was or should have been made, submit the matter to arbitration by notifying the superintendent/president or designee of his/her intent to proceed to arbitration

16.4.3.1 SELECTION OF AN ARBITRATOR

The grievant (CSEA) shall request the California State Mediation and Conciliation Service to supply a list of five (5) qualified arbitrators. The District and the grievant (CSEA) may elect to submit a joint request for the aforementioned list of arbitrators. Upon receipt of the list, the parties shall alternatively strike a name until only one name remains. The remaining name shall be the person to arbitrate the grievance.

16.4.3.2 FEES OF THE ARBITRATOR AND COSTS OF THE HEARING

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. Any expenses associated with arbitration which are billable to CSEA, must be authorized by CSEA

prior to the start of the arbitration. If the expenses are not approved prior to the arbitration, the grievance will not proceed to arbitration. In addition, if there is a cancellation fee for the arbitrator as a result of CSEA's failure to approve expenses, it shall be borne by CSEA.

16.4.3.3 DECISION OF THE ARBITRATOR

After a hearing and after both parties have had an opportunity to make oral and/or written arguments, the arbitrator shall submit in writing to the parties, his/her findings of facts, conclusions and award. The arbitrator's award shall be final and binding on both parties.

16.4.4 NO RETALIATION

No bargaining unit member shall suffer any recrimination and/or reprisals as a result of acting as a grievant, party-in-interest, witness or because of participation in the grievance procedure.

ARTICLE 18
SAVINGS PROVISION

- 18.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction and/or legislative enactment, such provision shall be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 18.2 In the event of suspension or invalidation of any article or section of this Agreement either party may request negotiations. Upon request, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE 19
CLASSIFICATION**

19.1 CLASSIFICATION OF POSITIONS

19.1.1 All positions within the classified service shall be classified according to the skills required and the responsibility carried by that position.

19.1.2 Job descriptions for all positions shall be maintained in the Office of Human Resources. Changes to existing bargaining unit job descriptions are a mandatory subject of bargaining and must be negotiated.

19.2 ADVANCEMENT IN CLASS

19.2.1 Unit members shall be hired in at Step 1 of the base salary schedule and shall advance one step on the schedule on the anniversary of their hire date, except classified specials, who must accrue 120 days in a year before receiving a step advancement, no less than every 2 years.

19.2.2 Advancement to each succeeding step shall be made on the bargaining unit member's anniversary date, computed to the nearest full month of service.

19.2.3 The salary schedules shall be attached to this agreement as Appendix D

19.2.4 A unit member shall become eligible for longevity pay effective at the beginning of the 7th year of the bargaining unit member's anniversary date, computed to the nearest full month of service. The longevity scale shall be attached to this agreement as Appendix G.

19.2.5 A bargaining unit member who moves from one classification to another in the same range, by competing with either internal and/or external candidates, shall be placed on the same salary step that he/she served in the prior position. (For example, a bargaining unit member serving on Step 5 would be placed on Step 5.)

19.2.6 For the purpose of this Article, vacation, leaves, or any absence authorized by this Agreement shall not be deemed an interruption of employment for the Bargaining Unit members serving on less than a twelve (12) month basis.

ARTICLE 20
RESIGNATION

- 20.1 If a bargaining unit member wishes to resign from employment, a letter of resignation should be submitted to the appropriate vice president or dean and the District Human Resources office at least two weeks prior to the effective date of resignation. The intended effective date of resignation should be specified in the letter.
- 20.2 A terminating bargaining unit member shall have a separation interview in the District human resources office. This interview is necessary to complete personnel records and close the member's file. Appointments for the separation interview should be made during the bargaining unit member's last workweek.
- 20.3 All bargaining unit members shall be granted accumulated vacation allowance upon separation from the District. The monetary value of accumulated vacation allowance may be paid in lieu of carrying the bargaining unit member on the payroll.
- 20.4 A bargaining unit member who terminates employment and has used more than his/her earned leave shall have his/her last salary payment reduced accordingly.

**ARTICLE 21
TRANSFERS & REASSIGNMENTS AND PROMOTIONS**

21.1 For the purpose of this Article, the following definitions shall apply:

21.1.1 A “transfer” is defined as any board action which results in the movement of a unit member from one job site to another job site but within the same classification (job title). (For example, a Secretary I moving from a dean’s office to the Student Activities Center).

21.1.2 A “reassignment” is defined as any board action which results in the movement of a bargaining unit member from one classification (job title) to an equal or lower classification (job title). (For example, movement from a specialist to a technician classification of equal or lower salary range).

21.1.3 A “promotion” is defined as any board action in the movement of a bargaining unit member from one classification (job title) to a higher classification (job title). (For example, an Instructional Assistant to an Admissions and Records Specialist).

21.1.4 A “new opening” is defined as a bargaining unit position for which the District shall actively recruit within and outside the District work force. However, a new opening is not created when:

- 1) There is a reorganization that does not result in a net increase in the number of employees;
- 2) One or more lateral transfers are made and there is no net increase in the number of employees;
- 3) A position which is currently occupied by an incumbent is upgraded, reclassified, or renamed without significantly altering the duties being performed by the individual; and
- 4) The position is filled by a temporary, short-term, or substitute employee appointed pursuant to Education Code sections 87422, 87480, 87482.5(b), 88003, 88106 or 88109.

21.2 Probationary employees shall not be eligible to apply for positions during the in-house application period.

21.3 In-House Transfer/Reassignments or Promotions: When a new position is created, or an existing position becomes vacant [hereinafter collectively referred to as an “open position”], current unit members who have completed their probationary employment shall be given an opportunity to apply for a transfer, reassignment, or promotion to the open position prior to the recruitment being opened up to all applicants (bargaining unit members and the public) hereinafter “open recruitment”].

- 21.3.1 The District shall notify bargaining unit members in writing when a position is open including the job site of the position. During a school recess, a bargaining unit member's vacation and/or absence, job announcements will be sent to bargaining unit members who have submitted a written request to the Office of Human Resources. These job announcements will be sent via first class U.S. mail.
- 21.3.2 Any bargaining unit member wishing to be considered for the position shall so notify the District, in writing, within five (5) working days of the announcement. If the applicant has on file a completed and approved examination or its equivalent demonstrating that the minimum qualifications have been met, the applicant may request and be granted a release from further testing as a prerequisite to consideration for the position.
- 21.3.3 Only bargaining unit members meeting the minimum qualifications as established by the job description will be considered for reassignment.
- 21.3.4 While an eligible unit member may apply for a promotion to a new opening prior to the open recruitment, this article does not allow the District to consider the application of an in-house promotion applicant prior to the open recruitment. The supervisor designated to oversee the open position shall have the right to deny a unit member's transfer or reassignment and request that there be an open recruitment. The District shall select the most qualified applicant.

Notwithstanding the above paragraph, under the limited circumstances set forth in Title 5 of the California Code of Regulations, section 53021(b)(1), the District may consider and/or appoint an in-house promotion applicant prior to the open recruitment only when the District intends to fill the position on an interim basis. The Settlement Agreement on in-house promotion of February 2007 is included in the Appendix.

The parties agree that the District is not authorized to conduct in-house promotions prior to an open recruitment, except as otherwise provided for under Title 5 of the California Code of Regulations, section 53021(b)(1) (i.e. only when the position is being filled on an interim basis).

- 21.4 A bargaining unit member who promotes will be placed on the nearest step on the new range that will yield at least 7.5% increase, providing this range allows it to occur. (For example, a bargaining unit member serving on step 5 would be placed on the step of the level appropriate for the new class yielding at least a 7.5% increase.)
- 21.5 A bargaining unit member selected for a transfer, reassignment or promotion shall serve a four-month probationary period in the new position. Serving a probationary period in a new classification does not affect a permanent unit member's permanent district status. After serving four months in the new position, the bargaining unit member shall be deemed to possess permanent status in the new position. At any time during the four (4)

months in which the unit member is serving in the new position, the District may reassign or the employee may choose to return to his/her previous classification (job title), by giving ten (10) working days advance written notice of reassignment. If the employee is reassigned to his/her previous classification (job title), it will be at the same rate of pay (step & range) and the employee will be assigned the same number of hours to which he/she had been assigned in that classification (job title) prior to the reassignment.

21.6 Upon abolishment of a position, the District may transfer a unit member whenever it appears such transfer is in the best interest of the District. In such involuntary transfer, the superintendent/president or his/her designee will give written notice to CSEA Chapter 584 president and the chief job steward ten (10) working days prior to the intended transfer or reassignment. The incumbent may exercise his/her rights as provided under Article 15.

21.7 Any changes in the unit member's working conditions, which result from any transfer or reassignment, shall be negotiated prior to the transfer or reassignment.

ARTICLE 22 ASSOCIATION RIGHTS

22.1 ACCESS RIGHTS

- 22.1.1 The Association, through its appointed or elected representatives, shall have the following rights and the Association and its members shall have those obligations stated in the article and elsewhere in the Agreement.
- 22.1.2 The Association president and the chief job steward or designee shall, upon request, be given a copy of public record financial materials. The District shall provide two (2) copies of any budget or public record financial information approved by the Board of Trustees.
- 22.1.3.1 The Association shall have the right to use District mailbox and bulletin board spaces subject to the following conditions: All postings shall contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president or designee.
- 22.1.3.2 A copy of such postings or distributions must be delivered to the superintendent/president and the director of Human Resources or their designees at the same time as postings or distributions.
- 22.1.3.3 The Association agrees not to post or distribute material, which is derogatory or defamatory of the District or its personnel, other than the Association newsletter which shall be governed by Article 22.1.2.4 below. Any bargaining unit member(s), including the Association president or designee violating this article may be subject to discipline up to and including termination. The District retains the right to immediately remove from the bulletin board or mailboxes any material it alleges to be derogatory or defamatory. The District shall inform the Association president or designee of its action. The Association may request to meet and review the material with the District. If it is found by the District that the Association has failed to comply with its responsibilities, the District may revoke the right to post or to distribute for five (5) months.
- 22.1.3.4 The Association may distribute its newsletter via District mailboxes and agrees that no material contained in the newsletter will be defamatory of the District or its personnel.

22.2 RELEASE TIME

22.2.1 The Association Officers and designees shall be granted release time of .20 FTE or the equivalent of 378 hours per fiscal year in order to conduct official CSEA business. Each year, CSEA may request a report of the hours used at the end of December.

22.2.1.2 Every member utilizing time must provide the information on the monthly absence report.

22.2.1.3 Each designated representative must provide at least four (4) hours notification to the immediate supervisor regarding the need for release time so that an adequate substitute may be attained.

22.2.1.4 Release time may not be carried over from one fiscal year to another. If the association exceeds the allocated release time, the Association President, Chief Job Steward, or designee shall be required to use personal leave to conduct official CSEA business.

22.2.1.5 The Association President or his/her designated representative, shall have the right to release time to attend board meetings for the purpose of representing the bargaining unit members where board meetings are held during the chapter president's or his/her designated representative's normal working hours.

The Association President shall be granted release time to conduct union business in addition to other provisions of this article. A designated location shall be provided to the association president for the purposes of meeting with bargaining unit members during their lunch, break, or before and after their work day.

22.2.1.6 The District agrees to give release time for four (4) bargaining unit member negotiators to participate in negotiations. Reasonable time will also be allowed for travel to and from the negotiation site. In addition, during negotiations for a successor contract, the Association team shall receive two (2) hours per week to work on proposals and /or counterproposals. For reopeners, the Association team shall receive one (1) hour per week to work on proposals and/or counterproposals.

22.2.1.7 The District agrees to allow paid release time not to exceed two (2) CSEA unit members, to attend the annual CSEA conference. The Association agrees to provide the District with thirty (30) days notice regarding the exact dates of the conference as well as the names of the two unit members designated to attend the conference.

22.2.1.8 Additional time will be granted to unit members for local meetings in special circumstances with prior approval of the superintendent/president.

22.2.1.9 CSEA shall be entitled to an annual average of 15 minutes of additional release time per each "hiring guidelines" checklist it will verify.

22.2.2 GRIEVANCES

22.2.2.1 "Investigation of grievances" shall be defined as those procedures related to the interview of witnesses who may have some knowledge of the facts relating to the potential grievance. It shall also include time necessary for phone calls or meetings with said witnesses.

22.2.2.2 When the Association has reason to believe that a potential grievance may exist, the Association president, chief job steward or their designee shall identify any and all witnesses who need to be interviewed in order to find out whether an actual grievance exists. The Association president, chief job steward or a designee shall then inform his or her immediate supervisor of the need to obtain release time to interview a witness regarding a potential grievance. The Association president, chief job steward or a designee shall also inform the immediate supervisor of the employee sought to be interviewed regarding the need to obtain release time for said employee to be interviewed regarding the potential grievance. The supervisors shall grant reasonable release time for this purpose unless doing so would be disruptive to District operations. Release time for this purpose shall not be unreasonably denied. The Association president, chief job steward or their designee shall also send an e-mail to the Vice President of Human Resources in order to notify the director of the potential grievance.

22.2.2.3 The Association president, chief job steward or a designee shall provide four (4) hours notice to his/her immediate supervisor regarding the need to obtain release time to investigate a potential grievance so that an adequate substitute may be attained.

22.2.2.4 Reasonable release time shall also be granted for the purpose of allowing the Association president, chief job steward or his/her designee time for representation of a unit member in a disciplinary or grievance related meeting with a management person. Release time shall not be used for preparing a presentation relating to the meeting.

22.2.2.5 All Association business, discussion and activities (other than the investigation of grievances as outlined above) will be conducted by unit members, or Association officials, outside established work hours and in

places other than District property except when permission is obtained from the superintendent/president or designee. Use of the facilities shall not interfere with school operations.

22.3 DUES DEDUCTION

- 22.3.1 The District shall cause payroll deductions to be made in accordance with District's procedures and CSEA's dues and service fee schedule or payment to a designated charitable fund in lieu of service in case of an employee's bona fide religious objection.
- 22.3.2 Bargaining unit members shall be accorded the rights to other deductions as specified in Education Code Section 87040 and exercised by the Board of Trustees of the District.
- 22.3.3 All bargaining unit members who do not maintain membership in CSEA are required as a condition of employment to pay a service fee to the CSEA.
- 22.3.4 Any bargaining unit member who has a bona fide religious objection, as defined in Government Code section 3546.3, to the payment of service fee in support of an "employee organization" as defined in government code section 3540.1(d), shall not be required to join, maintain membership in or pay dues or service fees required as a condition of employment. However, such employee shall be required, in lieu of such service fees required by this Article, to pay the same equal to such service fees to anyone of the following three designated non-religious, non-labor, charitable fund exempt from taxation under section 501 (c) (3) of Title 26 of the United States internal Revenue Code:

- 1) The Salvation Army
- 2) The Red Cross
- 3) The United Way

Any change in dues will be submitted to the District, in writing, thirty, (30) days prior to the effective date of such change.

Nothing in this article is intended to preclude unit members from the right to refuse to join or participate in the activities of the exclusive representative.

22.4 EXCLUSIVE RIGHTS

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which CSEA is the exclusive representative and which is within the scope of representation. The District further agrees not to negotiate with individuals of the bargaining unit on any matter within CSEA's scope of representation. CSEA agrees not to negotiate privately or individually with the Board of Trustees, or any person not officially designated by the District to act on its behalf and agrees neither

CSEA, its officers, nor agents, will attempt to negotiate privately or individually with the Governing Board or any person not officially designated by the Governing Board as its representative.

22.5 OBLIGATIONS

22.5.1 Recognizing that it is the District's duty under the EERA to give written notice to the exclusive representative prior to taking any action to modify the bargaining unit, the exclusive representative recognizes its obligation to demand to bargain upon being given notice of a proposed change in the bargaining unit. The demand to bargain will be made timely and negotiations will commence within fifteen (15) days.

22.5.2 Exclusive representative refers to the CSEA Chapter 584 president and chief job steward or designee. The board agenda will not be considered as written notice.

22.5.3 Recognizing that it is the District's responsibility to take the following steps prior to meeting with, and/or questioning a bargaining unit member on any matter that involves discipline, could lead to discipline, or that the unit member reasonably feels might lead to discipline, the District agrees that all supervisors and/or managers shall:

22.5.3.1 Inform the unit member of the reason for the meeting and/or questioning. (i.e., work performance, tardiness, absenteeism, insubordination, etc.)

22.5.3.2 Inform the unit member that he/she has the right to be represented at the meeting by a designated CSEA representative, if he/she reasonably believes the meeting might lead to discipline.

22.5.3.3 Allow the unit member a reasonable amount of time to contact his/her designated CSEA representative and make arrangements to have the representative present before questioning.

ARTICLE 23 NEGOTIATIONS

23.1 NOTIFICATION AND PUBLIC NOTICE

This Agreement will remain in full force and effect from year-to-year until a new agreement has been ratified by both parties. If either party desires to alter or amend this Agreement, it shall, at least four (4) months but not more than six (6) months prior to the termination date set forth under the Term of Agreement, Article 2, provide written notice and a proposal to the other party of said desire and the nature of such amendments.

23.2 COMMENCEMENT OF NEGOTIATIONS

23.2.1 Negotiations shall commence within ten (10) working days of satisfaction of the public notice requirements. Negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.

23.3 RATIFICATION OF ADDITIONS OR CHANGES

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

23.4 AGREEMENT OF PARTIES

This Agreement contains the agreement of the parties as to all matters addressed in this Agreement. Nothing contained herein shall be interpreted as precluding the right of the Association and the District to mutually agree in writing to negotiate on matters which develop after entering into this Agreement.

ARTICLE 24 DISCIPLINE

24.1 DISCIPLINE PROCEDURES

Discipline shall be imposed upon bargaining unit members pursuant to this Article.

24.2 EFFECTS OF ARTICLE

The discipline procedures herein shall prevail over any and all District policies and practices pursuant to disciplinary action imposed upon a bargaining unit member for those infractions or exceptions to behavior that would require the immediate removal of the bargaining unit member from the campus pending investigation. The only exception shall be that if any law, rule and/or regulation provides a bargaining unit member of the District subject to disciplinary action more rights and/or regulations provided herein, such law, rule, and/or regulation shall prevail and shall be considered to be a part of this Agreement.

24.3 CAUSE

Discipline shall be imposed on bargaining unit member only for just cause as prescribed herein. Disciplinary action is deemed to be any action which deprives any bargaining unit member of any classification or incident of employment of classification in which the bargaining unit member has regular status and includes, but is not limited to, dismissal, demotion, suspension, reduction in hours or class, transfer or reassignment without the bargaining unit member's voluntary written consent, written reprimand, or any type of derogatory material placed into a bargaining unit member's personnel file, including but not limited to the following:

24.3.1 Unsatisfactory attendance, such as:

- a. Repeated absence, without notification.
- b. Excessive absence.
- c. Repeated unexcused tardiness.
- d. Abuse of sick leave privilege.

24.3.2 Unsatisfactory personal conduct, such as:

- a. Conviction of a crime carrying felony punishment even though such punishment may not be imposed.
- b. Conviction of any crime involving moral turpitude.
- c. Discourteous, offensive or abusive conduct or language toward another employee, a student or a member of the public.
- d. Dishonesty.

- e. Reporting for work while intoxicated, possession of an open container of an alcoholic beverage on District property, or in a District-owned vehicle, or working while under the influence of alcohol.
- f. Use of narcotics or restricted substances while on the job, or reporting to work while under the influence of narcotics or restricted substances.
- g. Commission of any sex offense as defined in Education Code 87010 or under Penal Code 261.5.
- h. Commission of any narcotics offense as defined in Education Code 87011 under Health and Safety Code 11361.
- i. Unauthorized altering records of the District.
- j. Repeated malingering during the course of a normal working day. (Malingering means avoiding or shirking duties or the appearance thereof.)
- k. Engaging in political activities during assigned hours of work. (This does not include meal breaks, coffee breaks, or before or after work hours.)
- l. Possession of a gun, knife or other weapon having similar deadly capabilities on District property with the exception of knives used as a tool.

24.3.3 Unsatisfactory fulfillment of job responsibilities such as:

- a. Unsatisfactory performance of the duties of his/her position.
- b. Inability or inefficiency in the performance of the duties of the position.
- c. Insubordination (including, but not limited to, refusal or failure to do assigned work or carry out a lawful order).
- d. Carelessness or negligence in the performance of duty, or in the care and use of District property.
- e. Misuse or misappropriation of District property.
- f. Willful violation of the Education Code, Title V, of the California Administrative Code, any rules of the Governing Board or any term of this Agreement.
- g. Denial, suspension, revocation or non-renewal of a license, permit or any other document(s) required for the job.
- h. Falsifying any material information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.
- i. Failure to report for duty without satisfactory explanation.
- j. Personal conduct unbecoming an employee of the District while on duty.
- k. Persistent or willful violations of, or refusal to obey, safety rules and regulations made applicable to public schools by the governing board or by a federal or state agency having authority to impose such rules and/or regulations.
- l. Offering anything of value or offering any service in exchange for special treatment in connection with the unit member's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to another employee or member of the public.
- m. Any willful conduct tending to injure the public service.

- n. Job abandonment (unexcused absence of three [3] or more days).

24.3.4 Other reasons, such as:

- a. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
- b. Interference with the operations of the District, including but not limited to, any work stoppage or slowdown. This does not include actions authorized by law.

24.3.5 The term "conviction" as used above shall mean conviction in trial court based upon a plea of guilty or nolo contendere or a finding of guilty after a court or jury trial.

24.4 PROGRESSIVE DISCIPLINE

Prior to imposing formal disciplinary action against a bargaining unit member, the District shall follow the principles of progressive discipline, except in cases where the safety of district employees, students, or the public might be in question, or in case of theft or intentional damage to District property or serious violations of the law or intentional violation of one of the causes for discipline listed in sections 24.3.1 through 24.3.5.

24.4.1 Step One - Oral Warning: Prior to any formal disciplinary action, his/her immediate supervisor shall orally notify the bargaining unit member that a deficiency in his/her job performance has been observed. The supervisor shall discuss the deficiency with the affected bargaining unit member at an informal meeting and suggest ways in which the bargaining unit member may improve his/her job performance. The supervisor shall then review the bargaining unit member's performance after a period of not less than twenty (20) working days from the date of the informal meeting at which time the supervisor may proceed to Step Two of this procedure if it is noted that the bargaining unit member has not improved.

24.4.2 Step Two - Written Warning: If it is noted that if after Step One herein above has been applied, the bargaining unit member has not improved in his/her job performance, the bargaining unit member's immediate supervisor, or designee, shall prepare a written letter and shall send such letter to the affected bargaining unit member. The warning letter shall outline those specific areas and/or incidents of the bargaining unit member's deficient performance and suggestions and/or directions for improvement. The warning letter shall not include incidents or deficiencies which were not discussed at the Step One level herein above. The warning letter shall not be placed into the affected bargaining unit member's personnel file.

24.4.3 Step Three - Letter of Reprimand: If it is noted that if after Step Two herein above has been applied, the bargaining unit member has not improved in his/her

job performance, the bargaining unit member's immediate supervisor, or designee, shall prepare a written letter of reprimand and shall send such letter to the affected bargaining unit member. The letter of reprimand shall outline those specific areas and/or incidents of the bargaining unit member's deficient performance and suggested direction for improvement. The letter of reprimand shall not include any incidents or deficiencies which were not discussed at the Step One level herein above. The letter of reprimand shall not be placed into the affected bargaining unit member's personnel file until he/she has been given ten (10) working days to respond.

24.4.4 Step Four - Suspension: If it is noted that if after Step Three herein above has been applied, the bargaining unit member has not improved in his/her job performance, the bargaining unit member's immediate supervisor, or designee, may make a recommendation to the superintendent/president that the bargaining unit member's deficient job performance warrants a suspension, with or without pay, for a period not to exceed five (5) days, as deemed appropriate. A copy of the recommendation shall be given to the bargaining unit member and a copy shall be given to the Association president and the chief job steward. A notice of suspension shall be prepared and shall be subject to the disciplinary notice procedures contained in this Article.

24.4.5 Step Five - Further Action: If it is noted that the bargaining unit member has not improved in his/her job performance, and being that all the above procedures have been followed, the superintendent/president may recommend to the Governing Board that further disciplinary action be taken against the bargaining unit member which may include any of the following: demotion, suspension, reduction in hours or class, transfer or reassignment, without the bargaining unit member's voluntary consent, written reprimand, or termination, as deemed appropriate. A notice of disciplinary action, if any is to be taken, shall be prepared and shall be subject to the disciplinary notice procedure contained in this Article.

24.5 DUE PROCESS

When disciplinary action is being proposed against a bargaining unit member, the District must comply with procedural due process requirements before it may deprive a bargaining unit member of his/her property right and/or interest (employment). Due process mandates that at a minimum, a bargaining unit member must be provided with the following pre-removal safeguards:

1. Notice of the proposed action;
2. Cause for the action;
3. A statement of charges signed by the superintendent/president or his designee setting forth in clear and understandable language, the specific act(s), error(s), or omission(s), giving rise to the charges;

4. A copy of all materials, including statements, upon which the District relied in preparing the notice of intent to discipline;
5. Copies of any sections of this contract, rules, regulations, or laws, which are alleged to have been violated;
6. Notice of the right to respond to the charges, either orally or in writing, prior to imposing discipline; and,
7. The right to representation at all phases of the disciplinary process.

24.5.1 DISCOVERY

The bargaining unit member shall have the right to inspect and receive copies of any documents or other materials in the possession of or under the control of the District which are relevant to the disciplinary action to be imposed, at times and places reasonable for the unit member and for the District.

24.5.2 BURDEN OF PROOF

When disciplinary action is to be imposed on a bargaining unit member, the burden of proof shall rest with the District by a preponderance of the evidence.

24.5.3 SEX AND NARCOTICS OFFENSES

Any unit member charged by complaint, information or indictment filed in a court of competent jurisdiction with any sex offense as defined in Section 87010 of the Education Code, any narcotics offense as defined in Section 87011 of the Education Code, or any other offense enumerated in Section 88123 of the Education Code, may be placed on a compulsory leave of absence for such period of time, and subject to such conditions, as are set forth in Section 88123 of the Education Code. The unit member may receive compensation as provided for in Section 88123 of the Education Code, or the Board of Trustees may provide that the leave be with pay without the need to post a bond, or without need to repay the District in the event the unit member is convicted of such charges, or does not return to service at the expiration of the leave.

24.5.4 PAID ADMINISTRATIVE LEAVE

The superintendent/president or designee may upon written notice place a bargaining unit member on paid administrative leave when investigating allegations of misconduct, wrongdoing, illegal acts, or for the safety or protection of the college, community, or the individual. The bargaining unit member shall remain on paid administrative leave while the investigation is being conducted, a decision is rendered, and subsequent action is taken. All of the aforementioned shall be conducted in a timely and expeditious manner. Paid administrative leave shall mean that the employee shall not come to work, shall receive all pay and benefits, and is accessible during normal work hours.

24.5.5. NOTICE OF INTENT TO DISCIPLINE

When disciplinary action is proposed, the District shall give the bargaining unit member a notice setting forth the cause of the action, the specific acts or omissions upon which the proposed discipline is being based, copies of all statements and/or documents upon which the District relied in assessing the degree of the proposed discipline. The notice shall be in compliance with the provisions of section 88013 and 88016 of the California Education Code.

The employee shall have a Skelly hearing which shall be scheduled no less than ten (10) working days from the date the employee is served the Notice of Intent to Discipline and shall afford the employee the right to respond to the charges. The employee is entitled to representation. The District shall provide the employee a written response to either continue/amend/reduce/or dismiss the discipline within ten (10) days following the Skelly.

24.5.6 NOTICE FOLLOWING SKELLY HEARING

If after the Skelly Hearing, the Skelly Officer recommends to continue with the discipline and/or dismissal and the district agrees to the recommendation, the District shall provide the employee a written response to either continue/amend/reduce/or dismiss the discipline within ten (10) working days following the Skelly.

24.5.7 MEDIATION PROCESS

In the event the proposed discipline is /termination of the unit member, the unit member following the determination of the Skelly hearing may request that the proposed discipline be subject to mediation. A mediation firm will be mutually agreed upon prior to the implementation of this provision. If the district determines that it wishes to proceed with the discipline process, the employee will be given an appropriate written notice within ten (10) days following the conclusion of the mediation process.

24.5.8 DISCIPLINARY HEARING

24.5.8.1 Members Right to Hearing

If, after the bargaining unit member responds to proposed discipline, the District proceeds with the proposed discipline, the bargaining unit member shall have the right to appeal the decision. The right to appeal must be exercised within ten (10) working days from the date the Notice of Discipline is served on the unit member.

24.5.8.2 Disciplinary Hearings

All disciplinary hearings shall be conducted by a neutral hearing officer who shall be mutually agreed upon within ten (10) working days by the District and CSEA. In the event the parties are unable to reach an agreement on the hearing officer within ten (10) working days from the date of the request for hearing, a request for a list of five (5) qualified hearing officers will be submitted to the California Mediation and Conciliation Service by the District. The hearing officer will be selected from the aforementioned list by alternate strike-off. The first strike-off will be determined by chance, then each party will strike one name from the list until only one name remains. The remaining hearing officer will conduct the hearing. The hearing shall be conducted under rules of procedure established by the hearing officer which are consistent with the law. Both the District and CSEA, shall have the right to call witnesses, introduce evidence, cross-examine any witness and make motions or objections relating to the proceedings. All hearings shall be closed to the public unless the affected bargaining unit member specifically requests that the hearing be open to the public.

Within thirty (30) days following the completion of the hearing, the hearing officer shall render his/her findings of fact, conclusions of law, and recommended decision, which shall be served on the parties and shall be advisory to both parties.

24.5.8.2.1 Witnesses and Evidence

The hearing officer shall have the authority to compel the production of such witness and/or evidence as may be necessary to insure that the bargaining unit member's due process rights are protected. The technical rules of evidence shall not apply. Hearsay evidence may be admitted to support direct evidence, but shall not be sufficient, standing alone, to support a finding.

24.5.8.2.2 Costs

The cost of the hearing officer will be borne by the District. All other costs will be borne by the party incurring them.

24.6 FINAL DECISION OF THE BOARD OF TRUSTEES

After the Board of Trustees receives the findings of facts, conclusions of law from the hearing officer, it shall decide whether to adopt or reject the findings and conclusions. The Board of Trustees shall base its decision solely on the written record.

24.6.1 The board shall inform the unit member of the decision in writing within thirty (30) working days after receiving the findings of facts, conclusions of law from the hearing officer.

ARTICLE 25
COMPLETION OF MEET AND NEGOTIATION

25.1 The term of this agreement will be from July 1, 2010, through June 30, 2013, with mandatory re-openers for Articles 5 and 9 in year two, beginning July 1, 2011 and re-openers for year three by mutual agreement.

Except as specifically modified herein above, the existing Agreement between the parties shall remain in full force and effect without further modification.

25.2 This is the final complete agreement between the parties which shall be incorporated into the previous contract between the parties, reflects the changes above, and the District shall prepare and make available the full agreement within thirty (30) calendar days.

ASSOCIATION DESIGNATE

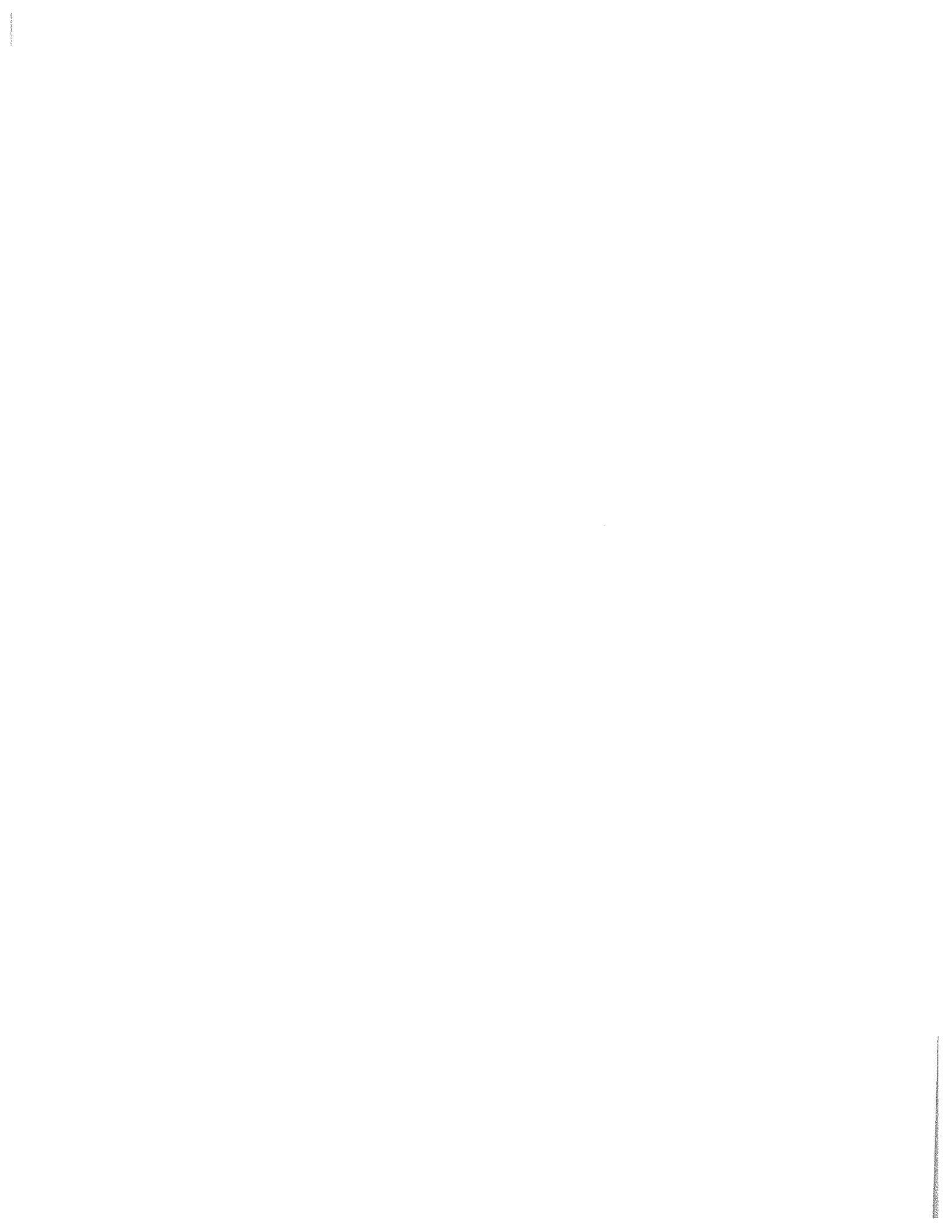
BOARD DESIGNATE

Frederick Board
CSEA Chapter 584 President

Christopher O'Hearn
Superintendent/President

Date: _____

Date: _____

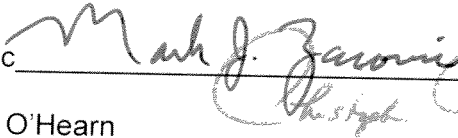



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

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

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

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District desires to accept the Song-Brown Registered Nurse Special Program funding award for fiscal years 2011-2013. Offered through the Office of Statewide Health Planning and Development (OSHPD), Healthcare and Workforce and Community Development Division.

Need:

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

Fiscal Impact:

\$160,000.00 to the District for the Nursing Program over the next two fiscal years

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees accept the Song-Brown Registered Nurse Special Program grant funds in the amount of \$160,000.00 from the Office of Statewide Health Planning and Development (OSHPD), Healthcare and Workforce and Community Development.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

AGREEMENT NUMBER 11-2044
REGISTRATION NUMBER

- 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 College District		
- The term of this Agreement is: 07/01/2011 through 06/30/2013
 Or upon DGS approval
- The maximum amount of this Agreement is: \$160,000.00
 One hundred sixty thousand dollars and no cents
- 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	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	GTC610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> 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

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

CONTRACTOR		California Department of General Services 
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Victor Valley College District		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
 PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:
ADDRESS		
18422 Bear Valley Road Victorville, CA 92395		
STATE OF CALIFORNIA		
AGENCY NAME		
Office of Statewide Health Planning and Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
 PRINTED NAME AND TITLE OF PERSON SIGNING		
Pattye Nelson, SSMI Procurement and Contract Services		
ADDRESS		
400 R Street, Room 359, Sacramento, Ca 95811		

EXHIBIT A**SCOPE OF WORK**

Contractor agrees to the following:

- A. Victor Valley College Associate Degree Nursing Program shall meet the Registered Nurse Standards adopted by the California Healthcare Workforce Policy Commission (CHWPC) and perform services in accordance with the Contract Criteria as set forth in Exhibit E, hereby attached.
- B. Under the direction of the Program Director of the Victor Valley College Associate Degree Nursing Program provide nursing education for eight (8) nursing students in the 07-01-2011 to 06-30-2012 contract year and eight (8) nursing students in the 07-01-2012 to 06-30-2013 contract year.
- C. Submission of a complete final report including data outcomes for the program due no later than 30 days after the end of the Contract period. See (Attachment A) for sample report.

OSHPD agrees to provide:

- A. The Program Director of the Registered Nurse Education Program, the current fiscal year's (07-01-2011 to 06-30-2012) master certification form and instructions by September 30th of the fiscal year, and each year thereafter.
- B. Direct all Contract inquiries to:

Requesting Agency: Office of Statewide Health Planning and Development	Contractor Name: Victor Valley College District
Name: Manuela Lachica Program Director	Name: Dr. Patricia Luther Dean of Health Sciences
Phone: (916) 326-3752	Phone: (760) 245-5371 ext. 2412
Fax: (916) 322-2588	Fax: (760) 951-5861
E-mail: manuela.lachica@oshpd.ca.gov	E-mail: lutherp@vvc.edu

The project representatives during the term of this Contract will be:

Requesting Agency: Office of Statewide Health Planning and Development	Training Program: Victor Valley College Associate Degree Nursing Program
Section/Unit: Healthcare Workforce Development Division (HWDD)	Section/Unit: Registered Nurse Education Program
Attention: Melissa Omand Program Analyst	Attention: Joseph Morris, Director of Nursing and Allied Health
Address: 400 R Street Sacramento, CA 95811	Address: 18422 Bear Valley Road Victorville, CA 92395
Phone: (916) 326-3753	Phone: (760) 245-5274 ext. 2226
Fax: (916) 322-2588	Fax: (760) 951-5861
E-mail: Melissa.omand@oshpd.ca.gov	E-mail: morrisi@vvc.edu

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment

A. For services satisfactorily rendered in accordance with the Scope of Work, Exhibit A and upon receipt and approval of the quarterly certifications as specified in this Article, Item C., OSHPD agrees to compensate Victor Valley College District in accordance with the rates specified herein.

Contract Year: 07/01 2011 – 06/30/2012

Per student rate	Time Period	Maximum allowable
Eight (8) students at \$833.00 per student per month	07-01-2011 to 02-28-2012	\$53,312.00
Eight (8) students at \$834.00 per student per month	03-01-2012 to 06-30-2012	\$26,688.00

Contract Year: 07/01/2012 – 06/30/2013

Per student rate	Time Period	Maximum allowable
Eight (8) students at \$833.00 per student per month	07-01-2012 to 02-28-2013	\$53,312.00
Eight (8) students at \$834.00 per student per month	03-01-2013 to 06-30-2013	\$26,688.00

B. The term of this agreement shall be July 1, 2011 through June 30, 2013.

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 expenditure is true and correct under the terms of this Agreement. These documents shall be submitted on a quarterly basis in arrears to:

Melissa Omand, Program Analyst
Song-Brown Training Program
Office of Statewide Health Planning and Development
400 R Street, Room 330
Sacramento, CA 95811

D. OSHPD will withhold the final quarterly payment (04-01-2013-06-30-2013) pending satisfactory completion by the contractor of all the terms and conditions required by the contract.

E. All certifications must be submitted within 120 days after the Contract has ended (i.e., Contract ends June 30th, final certification is due by October 30th). If contractor fails to submit all certifications within 120 days after the Agreement has ended, the monies revert back to OSHPD.

EXHIBIT B

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, the 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, the OSHPD shall have the option to either cancel this Contract with no liability occurring to the 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 agreement, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHDP) signing this contract may 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 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 non-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 Nurse Education Program approved for funding under the Health Care Workforce 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 Nurse 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 Nurse 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 Health Care Workforce 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 Nurse 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 Nurse 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 agreement, 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 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 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 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.

ATTACHMENT A

Capitation Funding - Final Report

- This form is a SAMPLE only
- The original will be available for download on April 1, 2013
- Download at: <http://www.oshpd.ca.gov>

For contract period July 1, 2011 thru June 30, 2013	
How many Song-Brown supported students graduated from the nursing education program?	
If available, what was the NCLEX pass rate for these students?	
If there were Song-Brown supported students that did not graduate during this period, how many are currently enrolled?	
If available, how many Song-Brown supported graduates have taken positions in Registered Nurse Shortage Areas? On a separate piece of paper, provide the names of the Song-Brown supported students and their current practice site including address.	

Section 128230 of the Song-Brown Act requires that:

"...the commission shall give priority to programs that have demonstrated success in the following areas:

- a) Actual placement of individuals in medically underserved areas.
- b) Success in attracting and admitting members of minority groups to the program.
- c) Success in attracting and admitting individuals who were former residents of medically underserved areas.
- d) Location of the program in a medically underserved area.
- e) The degree to which the program has agreed to accept individuals with an obligation to repay loans awarded pursuant to the Health Professions Education Funds.

1. What accomplishments in your program demonstrate success in further advancement of the goals cited in Section 128230 of the Song-Brown Act?

ATTACHMENT A

2. Provide a brief overview of your programs successes and/or challenges during the contract period.

3. Please provide the following information:

Program Director Name	Degrees	Title of Position
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Mailing Address (Organization, Street, City, State, Zip Code)

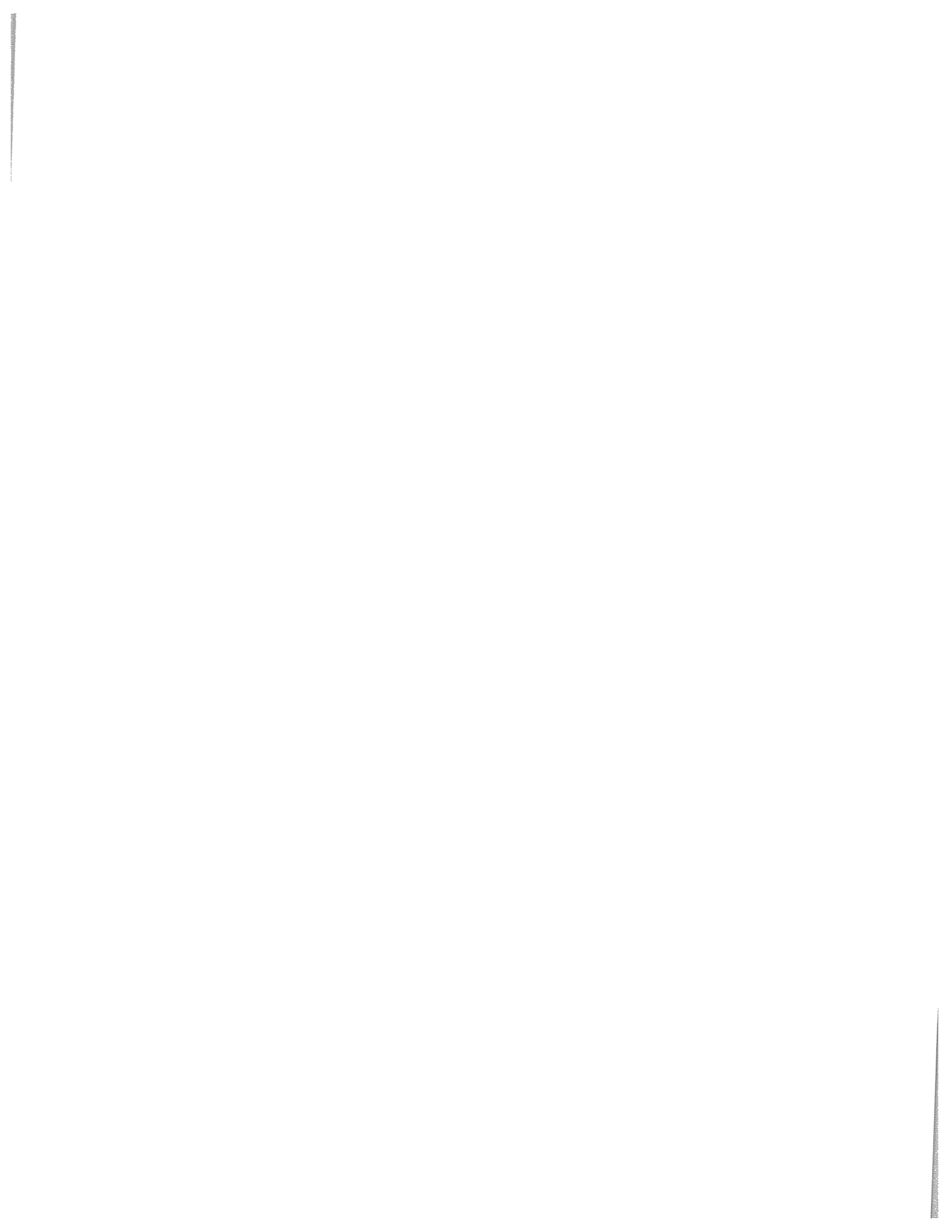
E-Mail Address	Telephone No.	FAX Number
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CERTIFICATION AND ACCEPTANCE (Please sign report in blue ink):

I, the undersigned, certify that the statements herein are true and complete to the best of my knowledge:

Program Director	Date
------------------	------

Return by mail to:
Song-Brown Program Analyst
Registered Nurse Education Programs
400 R Street, Room 330
Sacramento, CA 95811



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: EQUIPMENT PURCHASE – LAERDAL MEDICAL CORPORATION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn _____

Description/Background:

The District wishes to purchase training equipment from Laerdal Medical Corporation to be used in emergency response training courses at the Eastside Public Safety Training Center, a voter approved local bond funded project. Funding for this equipment is part of the overall budgeted project cost approved for the Eastside Public Safety Training Center through the Furniture, Fixtures, and Equipment (FF&E) budget.

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

Need:

The paramedic department's curriculum requires specialized mannequins as part of their emergency training courses. This is a non-competitive, sole source procurement process as these mannequins are not available elsewhere in the market and the unique nature and capabilities of these training mannequins are needed to comply with state training mandates. These state-of-the-art mannequins enable students to administer treatment in various real-time, life-like scenarios while being evaluated by faculty.

Fiscal Impact:

\$363,384.50 – Local Bond Funded.

Recommended Action:

It is recommended that the Board of Trustees approve the equipment purchase with Laerdal Medical Corporation to supply training equipment for the Eastside Public Safety Training Center, a local bond funded project, in the amount of \$363,384.50.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO



Laerdal
helping save lives

Laerdal Medical Corporation
167 Myers Corners Road
Wappingers Falls, NY 12590
Fax Order To: (800)227-1143
Tax ID: 13-2587752

TERRITORY MANAGER

Chris Robinson
(800) 648-1851 x2383
chris.robinson@laerdal.com

INSIDE SALES REPRESENTATIVE

Dyanna Chrisman
(888) 297-7772 x4491
dyanna.chrisman@laerdal.com

SALES SUPPORT SPECIALIST

Denise McGuigan
(800) 648-1851 x4408
denise.mcguigan@laerdal.com

DATE: Tuesday, February 15, 2011

ATTN: Scott Jones
Director
Victor Valley College
College - A/P Dept.
18422 Bear Valley Road
Victorville, CA 92395

(760) 245-4271 x2338
joness@vvc.edu

QUOTE NUMBER: 1-UWLET
CUSTOMER NUMBER: 00025698
EXPIRATION DATE: 05/31/2011

SHIP TO:

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

QTY	PRODUCT	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
3	212-00050	Simman 3g Manikin	\$60,500.00	\$60,500.00	\$181,500.00
3	212-09001	Instructor Pc (tablet Pc 12") (us)	\$2,750.00	\$2,612.50	\$7,837.50
1	214-01001	Simman Ess.Bleed.Compl 12 Inch Ia (us)	\$45,000.00	\$45,000.00	\$45,000.00
		Includes SimMan Essential Bleeding Manikin, 12" Instructor PC, Software & License, Webcam, Specially Designed Clothing, 5 Patient Cases and 4 Scenarios, 1 Year Manufacturer's Warranty, Storage Bag.			
2	212-09350	Patient Monitor All In One Panel Pc 17"	\$2,750.00	\$2,612.50	\$5,225.00
4	212-07450	SimMan 3G Bleeding Modules	\$3,200.00	\$3,040.00	\$12,160.00
		Includes Amputated Arm, Gunshot Arm, Amputated Leg, Gunshot Leg, Hardware Kit and DFU.			
3	212-VPLUSP3	SimMan 3G ValuePlus Platinum (3 Yr)	\$18,495.00	\$17,570.25	\$52,710.75
		Includes Installation, Extended Warranty through Year 3, Preventative Maintenance On-Site & Loaner.			
1	214-VPLUSP3	Simman Essebl Valuepl Platinum (3yr), Us	\$11,345.00	\$10,777.75	\$10,777.75
		Includes Installation, Extended Warranty through Year 3, Preventative Maintenance On-Site & Loaner.			
4	945004	Philips Defibrillator-Manikin Connector	\$92.00	\$87.40	\$349.60
3	05-10000	Physio-Control Quik-Combo Connector	\$37.00	\$0.00	\$0.00
1	80-1459	ACLS SimMan Scenarios	\$4,194.00	\$3,984.30	\$3,984.30
3	80-1527	Acls Simman Cd Only Scenarios	\$2,097.00	\$1,992.15	\$5,976.45
1	212-30250	Trauma Patient Cases for SimMan 3G	\$1,600.00	\$1,520.00	\$1,520.00
		(12) Pre-Programmed SimMan 3G Patient Cases for Auto Mode.			
3	212-31250	Sm3g Patcas Traum Cdonly Head Injury & Bleeding	\$800.00	\$760.00	\$2,280.00
1	212-30350	Emergency: Respiratory & Cardiac (SimMan 3G Patient Cases)	\$2,400.00	\$2,280.00	\$2,280.00
		(18) Pre-Programmed SimMan 3G Patient Cases for Auto Mode.			

QTY	PRODUCT	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
3	212-31350	Sm3g Patcas Emerg Cdonly Respiratory & Cardiac	\$1,200.00	\$1,140.00	\$3,420.00
1	212-90150	Intro to SimMan 3G On-Site	\$3,495.00	\$3,320.25	\$3,320.25
ITEM TOTAL					\$338,341.60
ESTIMATED TAX					\$23,862.42
SHIPPING & HANDLING					\$1,180.48
TOTAL					\$363,384.50

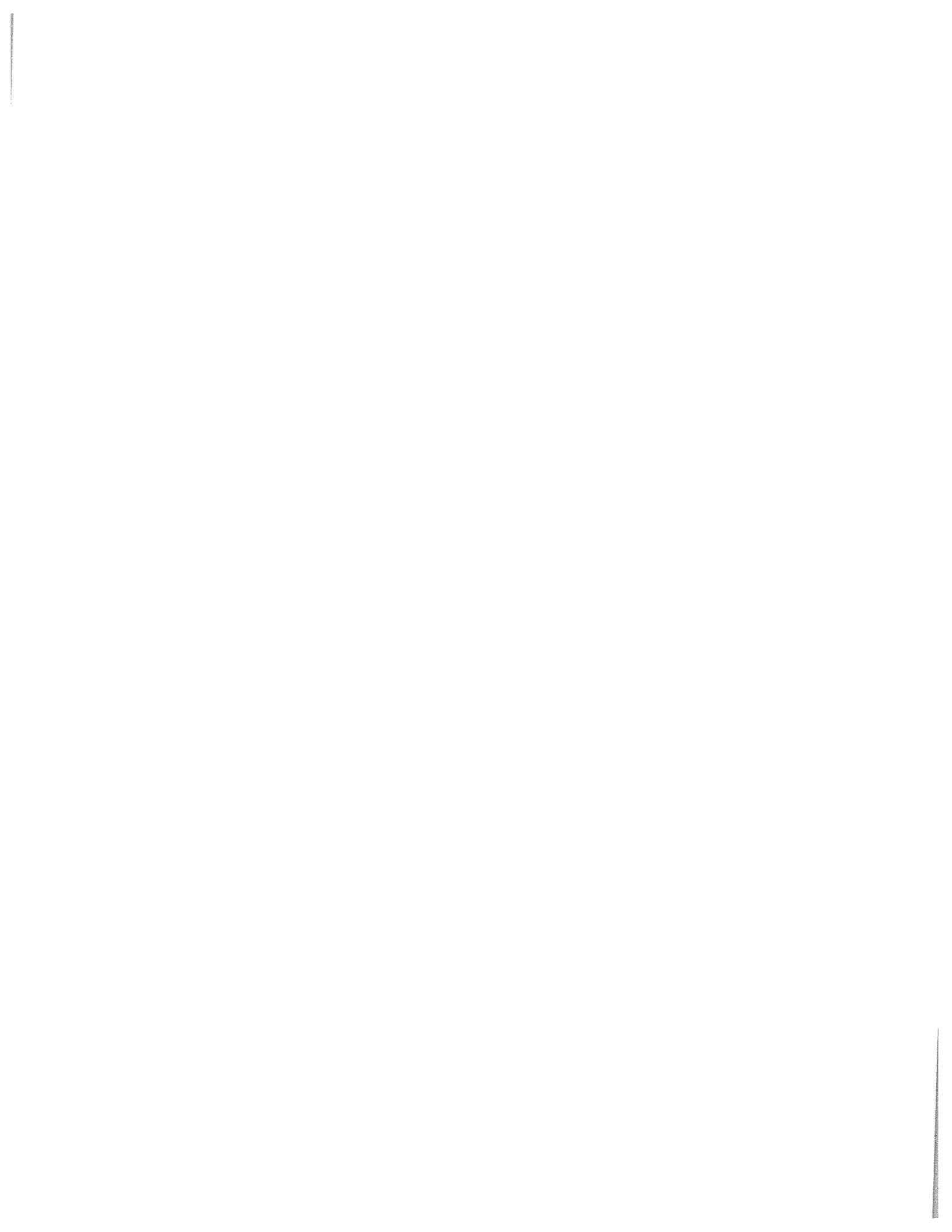
OPTIONAL ITEMS

QTY	PRODUCT	DESCRIPTION	LIST PRICE
1	213-83050	Installation SimMan Essential Must be included per manikin in lieu of Value Plus Service Plan	\$1,445.00
1	214-83050	Installation SimMan Essential Bleeding Must be included per manikin in lieu of Value Plus Service Plan	\$1,445.00

Appropriate Sales Tax will be added to invoice - Pricing and Availability are subject to change
Shipping/Handling costs will be prepaid & added to invoice

Terms:

- Net 30 Days for approved open accounts; CIA; Credit Cards accepted
- One(1) year warranty on manufactured products and 90 day warranty on refurbished products
- Two (2) year parts replacement warranty with technical assistance by phone on all Hill-Rom refurbished products
- Delivery of product to a specific location within your building, if requested, is at an additional charge and not included in this quote
- Quotes that include training. Training must be booked and performed 1 year from installation. The training obligation expires one year from install





VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – VECTOR RESOURCES, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Vector Resources, Inc. to provide design support, products, installation, service, maintenance and warranty for all Audio Visual needs at the Eastside Public Safety Training Center. This agreement also covers a period not to exceed two (2) years for future Audio Visual services with established pricing as needed by the District on a project-to-project basis. Funding for this equipment is part of the overall budgeted project cost approved for the Eastside Public Safety Training Center through the Furniture, Fixtures and Equipment (FF&E) budget.

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

Need:

Request for proposals were opened and reviewed on April 14, 2011, for the Audio Visual Solution for the Eastside Public Safety Training Center. Vector Resources, Inc. was chosen to complete the work based on best overall qualifications and product pricing.

Fiscal Impact:

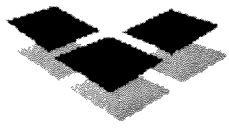
\$108,465.35 – Local Bond Funded.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Vector Resources, Inc. for Audio Visual equipment and services for the Eastside Public Safety Training Center, a voter approved local bond funded project, in the amount of \$108,465.35.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



VECTOR RESOURCES
ENTERPRISE NETWORK SOLUTIONS

VRN-042347-003
April 20, 2011

Victor Valley Community College District
18422 Bear Valley Rd
Victorville, CA 92392

Project

Eastside Public Safety
Audio Visual Solutions Ver 2 No Projector Screens

Prepared For
Steve Garcia

Prepared By
Skyler Peterson

Vector Resources, Inc.

3647 Ninth Street, Rancho Cucamonga, CA 91730
(800) 929 4516

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(Signature Required)

Vector Resources, Inc.

8647 Ninth Street, Rancho Cucamonga, CA 91730
(800) 929 4516

1.0 Vector Resources

1.1 Company Overview

Vector Resources, Inc. ("Vector") is a leading converged telephony and enterprise network systems integration firm committed to delivering innovation. With over 20 years experience, we are a turnkey systems provider, specializing in the design and implementation of high performance networking solutions. We offer a wide range of services in the areas of structured communications cabling, wireless, surveillance, access control, voice over Internet Protocol (VoIP), network security, and remote monitoring.

Recognized widely for our engineering capabilities and management excellence, Vector's team consists of the 4 original partners and 350 employees, including engineers, technical personnel, business development and customer service agents. Vector is headquartered in Torrance, California, with additional offices in San Diego, Rancho Cucamonga, and Tempe, Arizona.

Vector's certifications and partnerships allow us to serve as a full-service solution provider. We maintain C7, C10 electrical contractor licenses and a General Contractor "B" license. Our business partners include AMP (one of the largest ND&I contractor in the country), Ascom Wireless, Avaya, Cisco, HP Networking, Hirsch, OnSSI, PCSC, Sony and other world class IT and integration solution vendors.

2.0 Project

2.1 Overview

Vector is pleased to present the following proposal to Victor Valley ("client") for the Audio Visual Solutions project located in the Eastside Public Safety Training Center. This proposal includes:

- Specifications for the installation of new Audio Visual Systems
- Specifications for the LifeSize Video Conferencing
- Specifications for the Digital Signage Displays

This proposal was based on the information gathered from meetings and conversations, the site walk and our experience with similar types of projects. The proposal includes: the furnishing of all materials, labor, transportation, tools, permits, fees, utilities and incidentals necessary for the complete installation of all work specified within this document.

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2.2 Scope of Services

Lecture rooms, FTI Lab's, EMS Lab #1 and large Lecture's Vector will provide and install Boxlight projector to a universal mount which threads onto the provided threaded pipe. 106" diagonal 16:9 recessed mounted motorized projection in each lecture room these will be provided by others. Each room will receive 1 pair (2 speaker) or 2 pair (4 speakers) depending on the requirements set forth in the RFP. Medialink control panel will be flush mounted to the lectern at the client specified location. A media switcher and amplifier will be housed in the lectern along with the client provided sources units.

EMS Lab's #3 and #4 Vector will provide and install Boxlight projector to a universal mount which threads onto the provided threaded pipe. 106" diagonal 16:9 recessed mounted motorized projection in each room will be provided by others. Each room will receive 1 pair (2 speakers). Each of these rooms will receive an Extron Pole Vault System. The audio and video will be controlled by a Medialink controller.

The computer lab will have a 65" inch wall mounted 1080P display with built in speakers and wall mount. 106" diagonal 16:9 recessed mounted motorized projection in each room will be provided by others this will controlled by a Medialink controller installed by Vector Resources

Meeting Room 105 will receive (2) 60" inch 1080p HD Displays mounted on static walls mounts and one HD camera will be mounted between the displays for video conferencing. A LifeSize Room 220 will provide 8 way video conferencing.

The Yucca Lounge, Reception and Pow Wow Café will each receive one (1) 42" HD display on static wall mounts for digital signage purposes.

3.0 Project Team

3.1 Implementation and Strategy

Vector will establish a project team comprised of several individuals with relevant knowledge and experience. Heading that team will be an experienced Project Manager/Coordinator to ensure the project is on schedule and within budget.

In addition to the core project team, Vector has over 350 employees with a full range of specialties that can be utilized to assist in the project as needed. Among these employee resources are Vector's quality control officials who will visit the project site throughout the duration of the project to ensure that the highest quality installation practices are being used.

Vector recommends the client to create its own project team prior to the project's implementation. This team will work in conjunction with Vector's team to determine the implementation schedule, establish policies and procedures, and decide how best to handle the distribution of information to client 's staff members, technical issues, training, device management and maintenance, and system maintenance.

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4.0 Codes and Standards

4.1

All work performed on this project will be installed in accordance with IEEE 802.11 installation guidelines, the current edition of the NEC, NESC, Bicsi Telecommunications Distribution Methods Manual (TDMM), Bicsi Cabling Installation Manual, and the latest issue of the ANSI/TIA/EIA Standards, along with all state/local codes and ordinances.

5.0 Post Support

5.1

Vector offers several post project support options that can assist the client once its system is operational. These options include quarterly, semi-annual, or annual on-site preventive maintenance and audits; blocks of time for on-site maintenance and upgrades; and management of the RMA process.

Upon request, Vector will customize a post-installation project support and maintenance plan to suit the client's needs.

Vector's most popular support options are:

Vector Insight Managed Services

Vector provides complete systems management services that include:

- 24x7 systems monitoring
- Guaranteed hourly services from network engineers and service technicians for onsite/offsite maintenance and upgrades, RMA management, and system moves, adds and changes
- Monthly performance reporting and quarterly consulting analysis

Vector Hourly IS Services

With this option, Vector provides "time and materials" post-installation services and support. The standard support package includes access to the Vector Help Desk during normal business hours, and emergency assistance for critical issues. For manufacturer warranties that include monitoring, Vector will also receive manufacturer alerts directly to its Help Desk upon the client's request.

The Help Desk is available from 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, excluding the six national holidays, to provide assistance. Emergency assistance for critical problems is available at all times. The client can contact the Help Desk by telephone at 800.929.4516 within the 48 contiguous states or by email at helpdesk@vectorusa.com.

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6.0 Project Parameters

6.1 Access

Vector has access to all areas required to perform the proposed scope of work in a timely manner.

6.2 Change Order

Any work that is added to or deleted from the original scope of this proposal and which alters the original costs or completion date must be agreed upon by both parties in the form of a written charge order.

6.3 Delays

The client must provide five working days' advance notice of any factor that will delay this project or Vector will issue a work stoppage change order. Additionally, idle time incurred by Vector due to the absence of required escorts, clearance, permits, inability to enter the work place, delays by other trades or other factors beyond Vector's control will be addressed with a written change order.

6.4 Digital Signage

Digital signage hardware, software and programming is not included in this quote.

6.5 Work Days/Overtime

This work will be performed during Vector regular standard business hours of 7:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, except holidays. Work outside of regular business hours is available but requires a written change order.

6.6 Schedule

Vector plans to implement this project in a continuous fashion or as outlined within the RFP. If any additional mobilization is required as a result of a change in the project schedule not caused by Vector, will be addressed with a written change order.

6.7 Asbestos/Hazardous Materials

Vector assumes that the installation teams will be working in areas that will not contain asbestos or any other hazardous material that would require additional time or alternative installation procedures.

It is the responsibility of the client to give written notification to Vector, prior to the start of a project, of any asbestos contained material (ACMs) in or around the area of the project. In the event that ACMs are present prior to job commencement or if ACMs are encountered during the project, additional cost, damages and/or delays attributed to necessary procedures for working in this environment will be the responsibility of the client.

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- 6.8 Adequate Room
The client must provide adequate room for the installation of the proposed termination hardwired at the station and in the communications closets.
- 6.9 Storage Area
The client will provide a secured storage area inside the building for Vector's materials and tools.
- 6.10 Office Furniture
Vector will not be responsible for disassembling or moving desks or other office furniture to gain proper access to perform installation tasks.
- 6.11 Ceiling Tile
Vector exercises care in the removal, storage and reinstallation of existing (used) ceiling tiles; however, Vector accepts no liability for any incidental damages that may result from the handling of ceiling tiles.
- 6.12 Cross-Connections
Vector will not be responsible for providing and installing the cross-connects to the phone system.
- 6.13 Patch Cords
Vector will not be responsible for providing and installing voice and data patch cables.
- 6.14 Existing Cable
Vector has not confirmed that the existing cable infrastructure is usable (e.g. labeled, correct pin configurations, etc.). The client will be responsible for providing technician(s) (e.g. cable vendor) to troubleshoot any wiring issues that may arise during installation.

Vector will troubleshoot or resolve in-house wire issues if requested by the client in the form of a written change order.
- 6.15 Existing Conduit
The client is responsible for ensuring that the existing conduit/pathway is free and clear from defects. If the conduit/pathway is not free and clear from defects, the client will be responsible for making it free and clear.

Vector can assist with making the existing conduit/pathway free and clear if requested by the client in the form of a written change order.

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6.16 Coring

If coring is necessary, it will be address with a written change order.

6.17 Add & Delete

This proposal is not to be used as an "Add & Delete" schedule; it applies to the work specified in the original RFP only. Any additional work requested will be considered as a separate work and addressed with a written change order.

6.18 Defective Materials

If there is a delay and/or Vector is unable to perform its scope of work due to problems with the existing hardware and/or materials provided by the client or other third parties will be addressed with a written change order.

6.19 Dial Tone/Data Circuits

It is the responsibility of the client to ensure that dial tone and data circuits are installed and operational in the communications room as needed. Time spent troubleshooting and correcting circuit issues will be addressed with a written change order.

6.20 Wireless Survey/Installation

Due to the nature of wireless and how other items (e.g. people, walls, doors, storage, equipment/machines, furniture, stock, etc.) affect the wireless signal, a wireless survey is only accurate for the actual day the area was surveyed. In most cases, unless there are significant changes to the area, the wireless coverage will not change and can be adjusted with some minor modifications. However, if there are significant changes to the area after the survey and before the installation will be addressed with a written change order.

6.21 Wireless Installation

Vector will base the wireless installation on the survey/design provided by the client or a third party. If there are any modifications to the design/placement of the wireless system will be addressed with a written change order.

6.22 VoIP Wireless

As of the date of this proposal, no wireless survey has been completed to confirm that the current wireless coverage will be sufficient for the wireless phone roaming coverage. Any issues relating to insufficient wireless coverage will be addressed with a change order.

Vector Resources, Inc.

6.23 VoIP Customization

Customization, Call Groups and/or Attendants are not included in this proposal. If required, additional costs will be applied.

6.24 VoIP Application(s)

All applications provided are outlined within this proposal. This proposal excludes additional applications such as, but not limited to the following: Call Accounting, CMS, DCS, voice recorders, wall boards, and terminals.

6.25 Network Equipment

Vector has based this proposal on the client's providing all network switches/equipment. All network switches must be PoE and will be in place and operational prior to the cutover date.

In addition, the network equipment must meet the minimum standards set by the systems manufacturer.

6.26 Sources

Audio and video source units are unknown at this time and could job requirements.

6.27 Server(s)

Vector has based this proposal on the client's providing the server(s) with all server applications, unless outlined otherwise in the proposal. The server must meet the minimum standards set by the systems manufacturer.

6.28 PC(s)/Laptop(s)

Vector has based this proposal on the client's providing the PC(s)/Laptop(s) for all application software or SoftConsoles, unless outlined otherwise in the proposal. The PC(s)/Laptop(s) must meet the minimum standards set by the systems manufacturer.

6.29 Taxes

Taxes will be billed on tax rates and guidelines at time of invoice.

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6.30 Extraordinary Service

Certain additional charges related to extraordinary levels of support or out of pocket costs incurred by Vector through no fault of its own will be reimbursable by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to; 1) shipping expenses related to unusual site handling expenses (e.g. extra distance, no loading dock, extra stairs, extra demurrage charges), 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled, 3) expenses incurred by Vector to resolve network compatibility issues caused by a client's election to substitute non-Vector provided equipment or services, and 4) expenses incurred by Vector for additional installation time and/or materials caused by a site not being prepared as called for in this proposal.

Vector shall promptly notify the client in writing of such charges. Notification will be provided when feasible prior to the incurrence of such charges unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to Vector's fault or negligence, Vector shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both to reflect such charges and any related delay.

6.31 Proprietary Information

The information contained in this document is proprietary to Vector and intended to be used as evaluative and/or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without the written permission from Vector.

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DETAILED PRICING

	Quantity	Unit Cost	Material	Labor	Total
CAT5E 4 Pair Riser Blue Cable	2,000	0.12	240.00	3,000.00	3,240.00
Sub-Total			240.00	3,000.00	3,240.00

	Quantity	Unit Cost	Material	Labor	Total
Project Management	1	0.00	0.00	3,750.00	3,750.00
Mobilization	1	0.00	0.00	1,800.00	1,800.00
Payment and Performance Bonds	1	1,022.00	1,022.00	0.00	1,022.00

LECTURE 151, 153, 154

	Quantity	Unit Cost	Material	Labor	Total
SEATTLE X35N	3	1,258.80	3,776.40	900.00	4,676.40
Four Input MediaLink® Switcher with Mono Audio Amplifier	3	810.00	2,430.00	900.00	3,330.00
Ceiling - 2x2 Drop-In, Transformer, Pair	6	150.00	900.00	450.00	1,350.00
MLC 226 IP black/White	3	918.00	2,754.00	900.00	3,654.00
Projector Mount	3	150.00	450.00	112.50	562.50
Misc. Materials	3	60.00	180.00	450.00	630.00
Sub-Total			10,490.40	3,712.50	14,202.90

FTI #1, FTI #2, FTI #3, EMS #1

	Quantity	Unit Cost	Material	Labor	Total
SEATTLE X35N	4	1,258.80	5,035.20	1,200.00	6,235.20
Four Input MediaLink® Switcher with Mono Audio Amplifier	4	810.00	3,240.00	1,200.00	4,440.00
Ceiling - 2x2 Drop-In, Transformer, Pair	8	150.00	1,200.00	600.00	1,800.00
MLC 226 IP black/White	4	918.00	3,672.00	1,200.00	4,872.00
Projector Mount	4	150.00	600.00	150.00	750.00
Misc. Materials	4	60.00	240.00	300.00	540.00
Sub-Total			13,987.20	4,650.00	18,637.20

EMS LAB #3 AND #4

	Quantity	Unit Cost	Material	Labor	Total
SEATTLE X35N	2	1,258.80	2,517.60	600.00	3,117.60
Pole Vault System Three Input	2	2,455.20	4,910.40	2,400.00	7,310.40
MLC 226 IP black/White	2	918.00	1,836.00	600.00	2,436.00
Projector Mount	2	150.00	300.00	75.00	375.00
Misc. Materials	2	60.00	120.00	300.00	420.00
PVS-300 - 3 Input System	3	1,227.60	3,682.80	3,600.00	7,282.80
Sub-Total			13,366.80	7,575.00	20,941.80

LECTURE PART A, PART B, EMS LAB #2

	Quantity	Unit Cost	Material	Labor	Total
SEATTLE X35N	3	1,258.80	3,776.40	900.00	4,676.40
Ceiling - 2x2 Drop-In, Transformer, Pair	6	150.00	900.00	450.00	1,350.00
MLC 226 IP black/White	3	918.00	2,754.00	900.00	3,654.00
Universal Projector Mounting Bracket	3	150.00	450.00	112.50	562.50
Sub-Total			7,880.40	2,362.50	10,242.90

COMPUTER LAB 172

	Quantity	Unit Cost	Material	Labor	Total
6500 Series 1080p LED HDTV	1	4,162.80	4,162.80	75.00	4,237.80

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Victor Valley Community College District
 Eastside Public Safety
 Audio Visual Solutions Ver 2 No Projector Screens

VRN-042347-003
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Black 42" - 71" TV Wall Mount	1	112.00	112.00	225.00	337.00
Misc. Materials	1	60.00	60.00	75.00	135.00
MLC 226 IP black/White	1	918.00	918.00	300.00	1,218.00
Sub-Total			5,252.80	675.00	5,927.80

MEETING ROOM 105

	Quantity	Unit Cost	Material	Labor	Total
Samsung 60" Smart LED HDTV 1080p	2	2,847.60	5,695.20	150.00	5,845.20
Black 42" - 71" TV Wall Mount	2	112.00	224.00	450.00	674.00
Misc. Materials	2	60.00	120.00	150.00	270.00
Wall Mount - LifeSize HD Camera	1	127.20	127.20	75.00	202.20
30ft HDMI Cable	4	36.00	144.00	150.00	294.00
LifeSize Room 220	1	10,199.40	10,199.40	1,000.00	11,199.40
Assurance Maintenance Services (1-year)	1	585.00	585.00	0.00	585.00
Sub-Total			17,094.80	1,975.00	19,069.80

YUCCA LOUNGE, RECEPTION, POW WOW CAFE

	Quantity	Unit Cost	Material	Labor	Total
42" Class Viera® U22 Series 1080p LCD	3	778.41	2,335.23	225.00	2,560.23
Black 32" - 56" Universal Flat Panel Wall Mount	3	65.61	196.83	675.00	871.83
Sub-Total			2,532.06	900.00	3,432.06

Project Sub-Total	71,866.46	30,400.00	102,266.46
Sales Tax			6,198.89
Project Total			108,465.35

Vector Resources, Inc.

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TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

All work is to be completed in a workmanlike manner according to standard practices. All material is to be as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control will be settled in a formal agreement. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PAYMENT REQUIREMENTS

Purchase Order Number Due Upon Signing,
Monthly Progress Invoices to be Billed due Net 30,
Balance Due Upon Completion due Net 30
This proposal is valid for 30 days only

Victor Valley Community College District
18422 Bear Valley Rd
Victorville, CA 92392

Job Total \$108,465.35

Skyler Peterson

Vector Resources, Inc. Authorized Signature

Date

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

Date

Print Name


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

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

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

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

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

Need:

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

Fiscal Impact:

\$1,868,547.00 – Local Bond Funded.

Recommended Action:

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

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

ENERGY SERVICES AGREEMENT

BY AND BETWEEN

Victor Valley College (VVC)

AND

Compass Energy Solutions (CES)

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

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

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

SECTION 1 - Scope of Work

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

SECTION 2 - Compensation and Payment

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

SECTION 3 - Security

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

SECTION 4 - Schedule

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

SECTION 5 - Right of Entry

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

SECTION 6 - Change in Work

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

SECTION 7 - Warranties

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

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

SECTION 8 - Customer Role

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

SECTION 9 - Defaults by Customer and CES

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

SECTION 10 - Remedies for Defaults

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

SECTION 11 - Dispute Resolution

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

SECTION 12 - Reserved

SECTION 13 - Indemnification

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

SECTION 14 - Limitation of Liability

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

SECTION 15 - Insurance

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

SECTION 16 - Agreement Interpretation and Performance

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

SECTION 17 - Privileged and Proprietary Information

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

SECTION 18 - Severability

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

SECTION 19 - Assignments and Subcontracting

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

SECTION 20 - Waiver

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

SECTION 21 - Force Majeure

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

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

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

SECTION 22 - Contract Documents

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

SECTION 23 – Independent Contractor

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

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

SECTION 24 - Notices

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

To CES:

Compass Energy Solutions LP

Attention: Fred Ghahramani

To Victor Valley College:

Attention: Stephen R. Garcia

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

SECTION 25 - Third Party Beneficiaries

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

SECTION 26 - Representations and Warranties

Each Party warrants and represents to the other that:

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

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

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

SECTION 28 - References

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

SECTION 29 - Approval

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

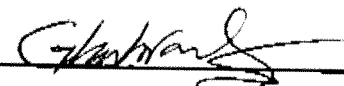
STANDARD TURNKEY CONTRACT

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

Victor Valley College

Compass Energy Solutions

(Name) _____



(Name) Fred Ghahramani

(Title) _____

(Title) President & CEO

Date: _____

Date: 3/21/11

STANDARD TURNKEY CONTRACT

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

Victor Valley College

Compass Energy Solutions

(Name) _____



(Name) Fred Ghahramani

(Title) _____

(Title) President & CEO

Date: _____

Date: 3/21/11

ATTACHMENTS:

ATTACHMENT A - PROPERTY DESCRIPTION

ATTACHMENT B – DESCRIPTION OF THE SYSTEM

ATTACHMENT C – SCHEDULE OF PAYMENTS

ATTACHMENT D – CHANGE ORDER FORM

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

ATTACHMENT F – NOTICE TO PROCEED

ATTACHMENT G – PERFORMANCE SCHEDULE

ATTACHMENT A

PROPERTY DESCRIPTION

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

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

ATTACHMENT B

DESCRIPTION OF THE SYSTEM

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

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

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

HVAC System:

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

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

Energy Management System (SOW):

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

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

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

New EMS will control the following:

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

ATTACHMENT C

SCHEDULE OF PAYMENTS

Compass Energy Solutions

Project: Victor Valley College Payment Schedule April 1, 2011

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

ATTACHMENT D

CHANGE ORDER FORM

(Request & Agreement for Change in Plans and/or Specifications and/or Contract)

Change Request No. _____

Customer: _____

Department: _____

Project No. _____ Contract No. _____ Site: _____

Title: _____

I. REQUEST

Date: _____

(a) Requested by _____ Of _____

(b) Description of change _____

II. CES's AGREEMENT

For all costs involved in this change including extensions of time herein requested CES proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

Cost Plus Basis
"not-to-exceed"

(Computed in accordance with provisions
of this Agreement)

If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted in writing.

An extension of contract time of _____ calendar days to _____ is requested.

COMPASS ENERGY SOLUTIONS _____ by _____ Date: _____

CUSTOMER APPROVAL:

Date: _____

Customer _____ Contract Award
_____ Previous Deductions

By: _____
Title: _____

Total

Previous Additions \$
Net Total \$
This Change \$
\$

ATTACHMENT E-1

DELIVERY AND ACCEPTANCE CERTIFICATE

UPON SUBSTANTIAL COMPLETION

Customer hereby acknowledges receipt of that portion of the Energy Efficiency Measures (the "ECMs") described in the applicable Attachment B to the Energy Services Agreement (the "Agreement") between Customer and CES, as fully installed and in good working condition, which are listed and attached hereto. Customer hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. Customer agrees to make the required payment(s) to CES as set forth in Section 2 and Attachment C of the Agreement.

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: ECMs to which this Delivery and Acceptance Certificate relates is attached hereto as Schedule E -1.

ATTACHMENT E-2

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE UPON SUBSTANTIAL COMPLETION

Customer hereby acknowledges receipt of all Energy Efficiency Measures (the "ECMs") described in the applicable Attachment B to the Energy Services Agreement (the "Agreement") between Customer and CES, as fully installed and in good working condition. Customer hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. Customer agrees to make the required payment(s) to CES as set forth in Section 2 and Attachment C of the Agreement.

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: ECMs to which this Delivery and Acceptance Certificate relates is attached hereto as Schedule E-2.

**ATTACHMENT F
NOTICE TO PROCEED**

NOTICE TO PROCEED

Compass Energy Solutions
President

Subject: Notice to Proceed

Dear Mr. Ghahramani:

In accordance with Section 4 of our Energy Services Agreement dated _____, 2011, the Customer hereby submits to CES this **Notice to Proceed** in relation to the Scope of Services defined in the aforementioned Agreement, Attachment B.

Sincerely,

CUSTOMER

(Name)

Date: _____


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: RESOLUTION – TEMPORARY BORROWING BETWEEN FUNDS

SUBMITTED BY: Mary Pringle, Director of Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to have the Board of Trustees approve a resolution that would authorize temporary inter-fund borrowing between specific funds during Fiscal Year 2011-12.

In the past, the San Bernardino County Treasurer has allowed school district payrolls to be paid, regardless of the district's cash balances. This will no longer be the case unless districts have an approved resolution in place that will allow payroll warrants to be drawn against a specific fund, even if that fund's cash balances are insufficient, as long as the aggregate cash balances in the district's funds are sufficient to cover the expense.

In exchange for this allowance, the District will have to adopt an annual resolution to authorize temporary inter-fund borrowing between specific funds.

Need:

Allows payrolls to be released in the event funding has not been received by the state or federal organization for a specific fund.

Fiscal Impact: None

Recommended Action:

It is recommended the Board of Trustees approve the resolution to authorize temporary borrowing between funds for the 2011-12 fiscal year.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO: 11-03

RESOLUTION TO AUTHORIZE TEMPORARY BORROWING BETWEEN FUNDS OF THE SCHOOL DISTRICT

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, the San Bernardino County Treasurer does not have authority to honor warrants drawn on school district funds with insufficient cash balances in the absence of an approved borrowing arrangement with the district; and

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, actual interfund transfers shall be accounted for as temporary loans between funds and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that:

- 1. The Governing Board of the Victor Valley Community College District hereby authorizes, for fiscal year 2011-2012, temporary transfers between the following funds and authorizes the San Bernardino County Treasurer to honor warrants drawn on those funds, regardless of their cash balances, provided the aggregate cash balance of all those funds is positive:

ALL FUNDS

- 2. The Governing Board of the Victor Valley Community College District hereby authorizes the Superintendent or his designee to approve any actual interfund transfers processed between the above-mentioned funds and requires that any actual transfer of funds pursuant to this resolution be ratified by the Board as soon as practicable.

PASSED AND ADOPTED by the Governing Board on May 10, 2011, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

) ss

COUNTY OF SAN BERNARDINO)

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

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

Clerk/Secretary of the Governing Board


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: FOUNDATION DONATIONS

SUBMITTED BY: Ginger Ontiveros, Victor Valley College Foundation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$16,723.28 and transferred \$25,373.83 in student scholarships for a total cash contribution of \$42,097.11. The Foundation has also received and is transferring ownership of inkind (non-cash) gifts valued at \$67,914. Total contributions from the Foundation for March 2011 are \$110,011.11 to the District.

Need: N/A

Fiscal Impact: \$110,011.11 to the District

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
 March, 2011

Project Description	Post date	Trans. Amount	Account Description	Reference
Athletics-General	3/22/11	\$ 250.00	Salaries & Wages	Athletic Expenditures
Golf Team	3/2/11	\$ 1,066.73	Equipment / Supplies	Credit Card Charges
Men's Basketball	3/22/11	\$ 350.00	Travel	Athletic Expenditures
Soccer	3/22/11	\$ 1,000.00	Salaries & Wages	Athletic Expenditures
Softball Fund	3/22/11	\$ 172.37	Equipment / Supplies	Reimbursement for Softball Sweatshirts and Embroidery
Softball Fund	3/22/11	\$ 9.80	Equipment / Supplies	Reimbursement for Softball Equipment
Softball Fund	3/22/11	\$ 1,250.00	Salaries & Wages	Athletic Expenditures
Softball Fund	3/22/11	\$ 100.00	Dues & Subscriptions	Athletic Expenditures
Softball Fund	3/11/11	\$ 146.81	Advertising	Reimbursement for Sponsor Banners
Softball Fund	3/22/11	\$ 152.49	Equipment / Supplies	Softball Bating Helmets
Softball Fund	3/11/11	\$ 48.94	Awards & Recognition	Softball Sponsor Plaque
Athletics Total:		\$ 4,547.14		
Career Center	3/22/11	\$ 75.00	Education & Training	Sillsona Site Renewal Fee
Transfer Center	3/22/11	\$ 120.00	Education & Training	Sillsona Site Renewal Fee
Career and Transfer Center Total:		\$ 195.00		
Christian, Nancy (Campus Grant)	3/11/11	\$ 1,000.00	Grants Awarded	Campus Grants
Garcia, Ashley (Campus Grant)	3/11/11	\$ 2,439.76	Grants Awarded	Campus Grants
Harris, Lee (Campus Grant)	3/11/11	\$ 2,467.05	Grants Awarded	Campus Grants
Kuhns, Troy (Campus Grant)	3/11/11	\$ 1,000.00	Grants Awarded	Campus Grants
Ruiz, Maria (Campus Grant)	3/11/11	\$ 1,789.42	Grants Awarded	Campus Grants
Grants Total:		\$ 8,696.23		
Fire Technology Program	3/11/11	\$ 217.50	Awards & Recognition	Fire Tech Plaques
Fire Technology Program	3/2/11	\$ 121.20	Hospitality	Coffee Service for Fire Tech
Fire Technology Program	3/22/11	\$ 209.21	Hospitality	Coffee Service for Fire Tech
Fire Technology Program	3/22/11	\$ 2,722.00	Equipment / Supplies	Fire Academy Uniforms
Fire Technology Total:		\$ 3,269.91		
Friends of the Library	3/2/11	\$ 15.00	Printing	Printing Charges for Friends of the Library
Friends of the Library Total:		\$ 15.00		
General Scholarship Clearing Fund	3/22/11	\$ 12,083.47	Scholarships	Scholarships Received thru 3/17/11
General Scholarship Clearing Fund	3/2/11	\$ 11,040.36	Scholarships	Scholarships Received thru 3/2/11
VVC Nursing Weekend College	3/11/11	\$ 250.00	Scholarships	Spring '11 Scholarship - DVH
VVC Nursing Weekend College	3/11/11	\$ 250.00	Scholarships	Spring '11 Scholarship - DVH
VVC Nursing Weekend College	3/11/11	\$ 250.00	Scholarships	Spring '11 Scholarship - DVH

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
March, 2011

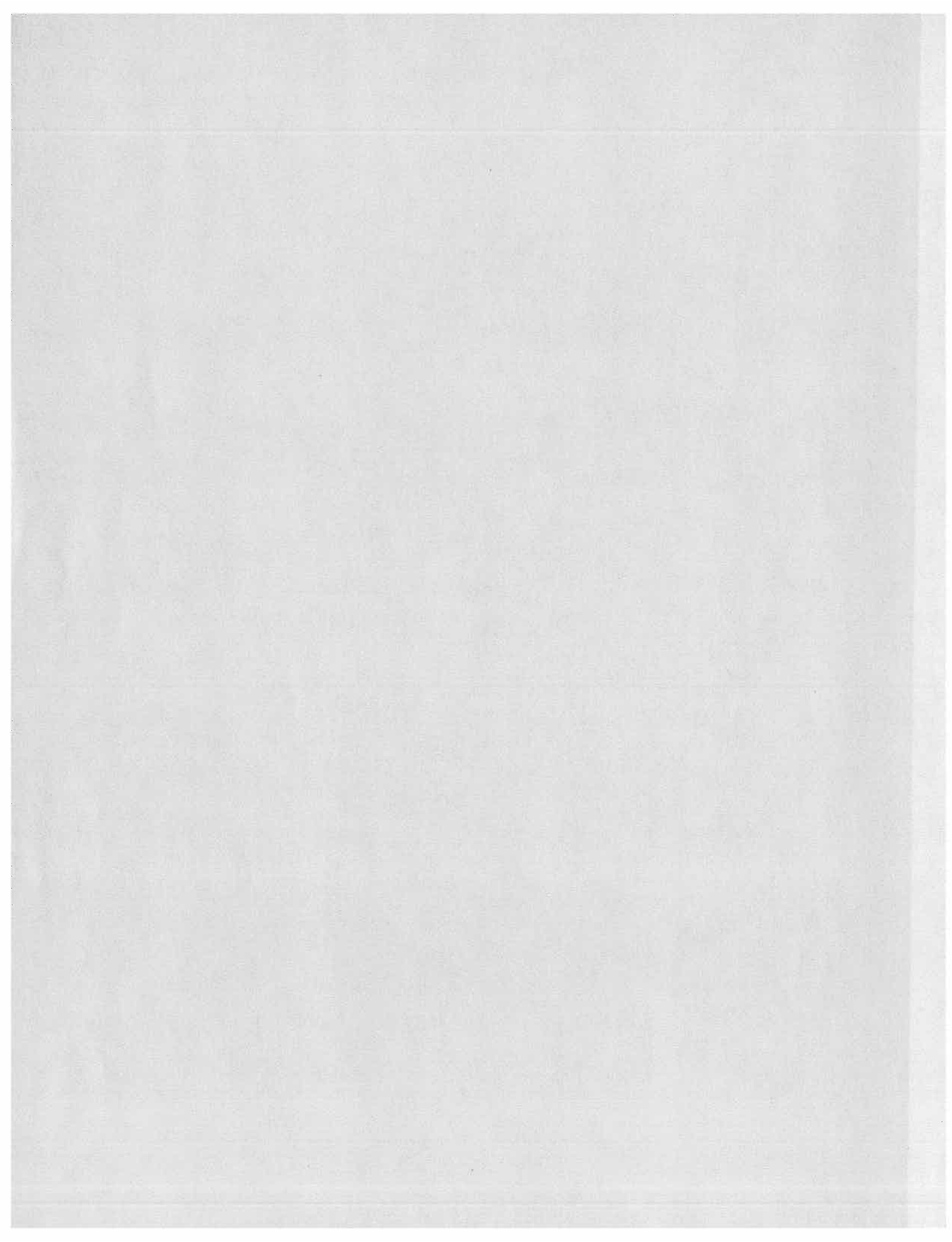
Project Description	Post date	Trans. Amount	Account Description	Reference
VVC Nursing Weekend College	3/11/11	\$ 250.00	Scholarships	Spring '11 Scholarship - SMMC
VVC Nursing Weekend College	3/11/11	\$ 750.00	Scholarships	Spring '11 Scholarship - DVH
VVC Nursing Weekend College	3/11/11	\$ 250.00	Scholarships	Spring '11 Scholarship - DVH
VVC Nursing Weekend College	3/11/11	\$ 250.00	Scholarships	Spring '11 Scholarship - DVH
Scholarships Total:		\$ 25,373.83		
GRAND TOTAL:		\$ 42,097.11		

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

March 2011

<u>Date</u>	<u>Constituent</u>	<u>Fund</u>	<u>Gift Value</u>	<u>Reference</u>
11 1 2010	Larry Cooper	VVC- Art	\$1,800.00	Photographic Equipment - Nikon 5005 with M
2 17 2011	Bradley Shore	VVC-Auto	\$2,000.00	1995 Ford Ranger
2 18 2011	James F. Chapman	VVC-Fire Tech	\$59,639.00	Donation of Private Residence
2 22 2011	Daniel Balles	VVC-Theatre	\$475.00	Paint of Various Color and Quantity
2 22 2011	Mark Townsend	VVC-Adult Home Ec	\$2,000.00	4 (Four) Commercial Refrigerator Freezers
3 2 2011	Marilyn Joy	VVC-Adult Home Ec	\$2,000.00	Woodworkers Magazines & Book Collection
		Grand Total:	\$67,914.00	

6 Gift(s) listed



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

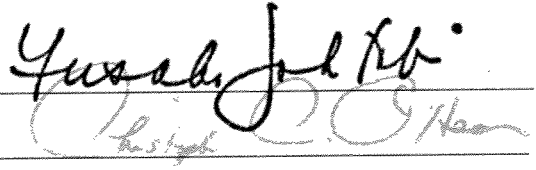
BOARD CONSENT ___ BOARD ACTION X BOARD INFORMATION (no action required) ___

TOPIC: Classified Request for Leave of Absence

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Christopher O'Hearn



Description/Background:

According to the current contract with CSEA, Article 12.8.1 states

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

Need:

Arthur Casler, Maintenance Worker, has requested unpaid leave of absence for 60-90 days.

Fiscal Impact:

Expenditure: None

Recommended Action:

It is recommended that the Board of Trustees approve unpaid leave of absence for Arthur Casler effective May 11, 2011, through July 31, 2011.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: MANAGEMENT INTERIM APPOINTMENT, EXECUTIVE VICE PRESIDENT

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Christopher O'Hearn 

Description/Background:

Peter Allan has been recommended to fill the position of Interim/Executive Vice President, Instruction and Student Services beginning July 1, 2011 and ending no later than June 30, 2012.

Need:

An interim position is needed to fill vacancy created when incumbent was selected for Superintendent/President.

Fiscal Impact: Budgeted

Recommended Action:

It is recommended that the Board of Trustees approve the appointment as listed.

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: MONTHLY FINANCIAL REPORTS
SUBMITTED BY: Mary Pringle, Fiscal Services
RECOMMENDED BY: G.H. Javaheripour *G.H. Javaheripour*
APPROVED BY: Christopher O'Hearn *Christopher O'Hearn*

Description/Background:

Financial reports are being presented for the period ending March 31, 2011, for the General Fund (01), Debt Service Payment Fund (29), Bond Fund (42), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

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

Need: N/A

Fiscal Impact: None

Recommended Action:

This is an information only item.

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

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

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
GENERAL FUND - FUND 01
As of 3/31/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 16,980,585			
<u>Revenues</u>				
Federal	\$ 5,482,561	\$ 2,507,134	\$ 2,975,427	54.27%
State	41,901,124	26,669,350	15,231,774	36.35%
Local	13,790,443	7,239,046	6,551,397	47.51%
Transfers In	40,000	0	40,000	100.00%
<u>Total Revenues</u>	<u>\$ 61,214,128</u>	<u>\$ 36,415,530</u>	<u>\$ 24,798,598</u>	40.51%
<u>Expenditures</u>				
Academic Salaries	\$ 25,983,750	\$ 16,639,832	\$ 9,343,918	35.96%
Classified Salaries	13,311,855	9,689,562	3,622,293	27.21%
Benefits	9,716,708	6,973,264	2,743,444	28.23%
Supplies	1,625,582	877,924	747,658	45.99%
Operating Expenses	13,036,073	4,929,220	8,106,853	62.19%
Capital Outlay	1,046,100	723,295	322,805	30.86%
Transfers, Grants	541,733	317,652	224,081	41.36%
Contingency	409,216	0	409,216	100.00%
Debt Service Retirement/Interest	0	0	0	
<u>Total Expenditures</u>	<u>\$ 65,671,017</u>	<u>\$ 40,150,749</u>	<u>\$ 25,520,268</u>	
Excess Revenues/(Expenditures)	\$ (4,456,889)	\$ (3,735,219)		
Month Ending Fund Balance 3/31/11		\$ 13,245,366		
Projected Ending Fund Balance	\$ 12,523,696			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 3/31/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 21,598,768			
<u>Revenues</u>				
Local Revenues	\$ 1,502,000	\$ 1,124,307	\$ 377,693	25.15%
Transfers In		\$ -	\$ -	
<u>Total Revenues</u>	\$ 1,502,000	\$ 1,124,307	\$ 377,693	25.15%
<u>Expenditures</u>				
Debt Service Payments	\$ -	\$ -	\$ -	
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
Net Change in Fund Balance	\$ 1,502,000	\$ 1,124,307		
Month Ending Fund Balance 3/31/11		\$ 22,723,075		
Projected Ending Fund Balance	\$ 23,100,768			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
BOND PROJECTS FUND - FUND 42
As of 3/31/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 64,818,325			
<u>Revenues</u>				
Interest Income	\$ 750,000	\$ 350,602	\$ 399,398	53.25%
Miscellaneous Income		\$ 5,000	\$ (5,000)	
Proceeds from Bonds	\$ -	\$ -	\$ -	
<u>Total Revenues</u>	\$ 750,000	\$ 355,602	\$ 394,398	52.59%
<u>Expenditures</u>				
Supplies	\$ 91	\$ 91	\$ -	0.00%
Legal Expense	40,000	9,717	30,283	75.71%
License Fees	17,547	17,546	1	0.01%
Contracted Services	516,433	441,799	74,634	14.45%
Capital Outlay	26,056,631	9,138,012	16,918,619	64.93%
<u>Total Expenditures</u>	\$ 26,630,702	\$ 9,607,165	\$ 17,023,537	
 Net Change in Fund Balance	 \$ (25,880,702)	 \$ (9,251,563)		
 Month Ending Fund Balance 3/31/11		 \$ 55,566,762		
 Projected Ending Fund Balance	 \$ 38,937,623			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 3/31/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 3,865,112			
<u>Revenues</u>				
Interest Income	\$25,000	\$21,440	\$3,560	14.24%
Redevelopment	696,000	515,150	180,850	25.98%
Miscellaneous Income	0	0	0	
Transfers In	0	0	0	
<u>Total Revenues</u>	\$ 721,000	\$ 536,590	\$ 184,410	25.58%
<u>Expenditures</u>				
Supplies	\$ 23,900	\$ 22,001	\$ 1,899	7.95%
Operating Expenses	1,611,307	273,058	1,338,249	83.05%
Site Improvements	1,370,995	586,654	784,341	57.21%
Buildings-New & Remodel	62,698	59,151	3,547	5.66%
Equipment	119,000	75,104	43,896	36.89%
Replacement Equipment	5,500	1,210	4,290	78.00%
Transportation Equipment	32,600	23,482	9,118	27.97%
Transfers/Grants/Contingency	0	0	0	
<u>Total Expenditures</u>	\$ 3,226,000	\$ 1,040,660	\$ 2,185,340	
 Net Change in Fund Balance	 \$ (2,505,000)	 \$ (504,070)		
Month Ending Fund Balance 3/31/11		\$ 3,361,042		
Projected Ending Funding Balance	\$ 1,360,112			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 3/31/11

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 91,780			
<u>Revenues</u>				
State Income	\$197,200	\$114,194	\$83,006	42.09%
Rents & Leases	156,289	91,003	65,286	41.77%
Interest Income	200	288	-88	-44.00%
Miscellaneous Income	0	2,226	-2,226	
<u>Total Revenues</u>	\$ 353,689	\$ 207,711	\$ 145,978	41.27%
<u>Expenditures</u>				
Academic Salaries	\$ 144,497	\$ 98,298	\$ 46,199	31.97%
Classified Salaries	98,633	69,261	29,372	29.78%
Benefits	84,918	60,321	24,597	28.97%
Instructional Supplies	6,895	2,946	3,949	57.27%
Operating Expenses	7,800	-316	8,116	104.05%
Equipment	15,603	14,998	605	3.88%
Transfers Out	40,000	0	40,000	100.00%
Reserve/Contingencies	0	0	0	
<u>Total Expenditures</u>	\$ 398,346	\$ 245,508	\$ 152,838	
 Net Change in Fund Balance	 \$ (44,657)	 \$ (37,797)		
 Month Ending Fund Balance 3/31/11		 \$ 53,983		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 3/31/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 7,728			
<u>Revenues</u>	\$ 104,000	\$ 104,013	\$ (13)	-0.01%
<u>Expenditures</u>				
Transfers Out	\$ 104,000	\$ 47,042	\$ 56,958	54.77%
Net Change in Fund Balance	\$ -	\$ 56,971		
Month Ending Fund Balance 3/31/11		\$ 64,699		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 3/31/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 31,261			
<u>Revenues</u>				
Interest Income	\$ 300	\$ 172	\$ 128	42.67%
Miscellaneous Income			\$ -	
Transfers In	7,000	0	7,000	0.00%
<u>Total Revenues</u>	\$ 7,300	\$ 172	\$ 7,128	97.64%
<u>Expenditures</u>				
Reserve For Contingencies	\$ -	\$ -	\$ -	
Outgoing Transfers	0	0	0	
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
 Net Change in Fund Balance	 \$ 7,300	 \$ 172		
Month Ending Fund Balance 3/31/11		\$ 31,433		
 Projected Ending Fund Balance	 \$ 38,561			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 3/31/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 65,737			
<u>Revenues</u>				
Interest Income	\$ 1,080	\$ 245	\$ 835	77.31%
Miscellaneous Income	0	0	0	
Transfers In	0		0	
<u>Total Revenues</u>	\$ 1,080	\$ 245	\$ 835	69.07%
<u>Expenditures</u>				
Supplies	\$ 14,000	\$ 3,246	\$ 10,754	76.81%
Contracted Services	30,200	9,340	20,860	69.07%
New Furniture/Equipment	6,500	0	6,500	0.00%
Reserve for Contingencies	0	0	0	
<u>Total Expenditures</u>	\$ 50,700	\$ 12,586	\$ 38,114	75.18%
Net Change in Fund Balance	\$ (49,620)	\$ (12,341)		
Month Ending Fund Balance 3/31/11		\$ 53,396		
Projected Ending Fund Balance	\$ 16,117			

VICTOR VALLEY COMMUNITY COLLEGE
2010-2011 Financial Statements
RAMS BOOKSTORE
As of 3/31/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 1,170,105			
<u>Revenues</u>	\$ 3,544,000	\$ 2,724,423	\$ 819,577	23.1%
Less: Cost of Goods Sold	2,552,000	2,026,017	\$ 525,983	20.6%
Gross Margin from Local Revenues	\$ 992,000	\$ 698,406	\$ 293,594	
Total Other Income		10,458	(10,458)	
<u>Total Revenues</u>	\$ 992,000	\$ 708,864	\$ 283,136	
<u>Expenditures</u>	\$ 992,000	\$ 634,757	\$ 357,243	
Estimated labor to be invoiced		0		
<u>Total Expenditures</u>	\$ 992,000	\$ 634,757	\$ 357,243	36.0%
Revenues/(Expenditures)	\$ -	\$ 74,107		
Month Ending Fund Balance 3/31/11		\$ 1,244,212		
Projected Ending Fund Balance	\$ 1,170,105			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
AUXILIARY SERVICES
As of 3/31/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 304,744			
<u>Revenues</u>	\$ 689,250	\$ 470,975	\$ 104,302	15.13%
Estimated "Due From" District		113,973		
<u>Total Revenues</u>		\$ 584,948		
<u>Expenditures</u>				
District	\$ 890,000	\$ 458,058	\$ 431,942	48.53%
<u>Total Expenditures</u>		\$ 458,058		
Revenues/(Expenditures)	\$ (200,750)	\$ 126,890		
Month Ending Fund Balance 3/31/11		\$ 431,634		
Projected Ending Fund Balance	\$ 103,994			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
ASB FUND
As of 3/31/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 203,042			
<u>Revenues</u>	\$165,000	\$144,031	\$20,969	12.71%
Estimated amount "Due From" District		474		
<u>Total Revenues</u>		<u>\$144,505</u>		
<u>Expenditures</u>	\$165,000	\$91,046	\$73,954	44.82%
<u>Total Expenditures</u>				
Revenues/(Expenditures)	\$ -	\$ 53,459		
Month Ending Fund Balance 3/31/11		\$ 256,501		
Projected Ending Fund Balance	\$ 203,042			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2010-2011 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 3/31/11

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/10	\$ 16,578			
<u>Revenues</u>				
PELL	\$ 13,450,331	\$ 12,328,985	\$ 1,121,346	
SEOG	297,265	355,735	-58,470	
Direct Loan	7,447,270	3,357,668	4,089,602	
Cal Grant	917,016	857,817	59,199	
CARE	60,000	60,000	0	
TRIO	50,650	0	50,650	
EOPS	0	0	0	
ACG	32,725	6,075	26,650	
Total Revenues	\$ 22,255,257	\$ 16,966,280	\$ 5,288,977	
<u>Expenditures</u>				
PELL	\$ 13,450,331	\$ 12,328,205	\$ 1,122,126	
SEOG	297,265	352,000	-54,735	
Direct Loan	7,447,270	3,357,668	4,089,602	
Cal Grant	917,016	420,272	496,744	
CARE	60,000	52,399	7,601	
TRIO	50,650	0	50,650	
EOPS	0	0	0	
ACG	32,725	6,075	26,650	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
Total Expenditures	\$ 22,255,257	\$ 16,516,619	\$ 5,738,638	
 Net Change in Fund Balance	 \$ -	 \$ 449,661		
Month Ending Fund Balance 3/31/11		\$ 466,239		
 Projected Ending Fund Balance	 \$ 16,578			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: EMERITUS STATUS
SUBMITTED BY: Fusako Yokotobi
RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*
APPROVED BY: Christopher O'Hearn _____

Description/Background:

Emeritus status has been requested and approved for the following academic retirees. The appropriate departments have been notified to take the necessary actions to provide the emeritus status benefits.

Claudia Basha
Carol Gollither

Need:

Fiscal Impact:

None

Recommended Action:

Emeritus status is presented as an informational item; no board action is necessary

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X