

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

Date: July 13, 2010

Place: Closed Session: 4:30-5 p.m. West Wing Conference Room, Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

Workshop: 5-6 p.m., Board Room, Victor Valley Community College 18422 Bear Valley Road,  
Victorville, CA 92395

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

## AGENDA ~ Board Room

*This meeting will be electronically recorded*

1. **CALL TO ORDER** 4:30 p.m.  
**ROLL CALL**  
**PLEDGE OF ALLEGIANCE**

**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA**  
**ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION**

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

## CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 4:30-5 p.m.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION– Government Code Section 54954.5  
Interim Superintendent/President

PUBLIC APPOINTMENT – Government Code Section 54954.5  
Superintendent/President

LABOR NEGOTIATIONS –Government Code Section 54957.6  
District Representatives: Christopher O’Hearn and Fusako Yokotobi  
Employee Organizations: CSEA, AFT

- 2.1 **RECESS TO CLOSED SESSION**

## WORKSHOP ~ Board Room

**Bond & Construction**

**5-6 p.m.**

---

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

---

## REGULAR MEETING AGENDA

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

### 3. OPEN SESSION REGULAR MEETING

6 p.m.

#### 3.1 Closed Session Report

### PUBLIC COMMENTS RELATED TO AGENDA ITEMS

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

### 4. SUPERINTENDENT/PRESIDENT'S REPORT

- Faculty Senate

### 5. CONSENT AGENDA

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

#### Approval of consent items.

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

#### 5.1 Approval of the minutes of the June 8, 2010 regular Board meeting and June 11, 2010 special Board meeting.

#### 5.2 Agreement/Renewal – Syncsort, Inc.

Ratification of the renewal agreement between Victor Valley Community College District and Syncsort, Inc. to maintain support services for the Syncsort Backup Express software that is used for backing up essential file systems. Fiscal Impact: \$5,733.00, budgeted item.

#### 5.3 Amended Agreement – Livetime Software, Inc.

Ratification of the agreement between Victor Valley Community College District and Livetime Software, Inc. to purchase 14 additional licenses for IT/MIS work order scheduling. Fiscal Impact: \$7,656.00, budgeted item.

#### 5.4 Agreement/Renewal – Continuant, Inc.

Ratification of the renewal agreement between Victor Valley Community College District and Continuant, Inc. to provide maintenance support for all campus Cisco SmartNet equipment and software applications. Fiscal Impact: \$2,639.05, budgeted item.

#### 5.5 Authorized Signatory

Approval of the signature of Mark Zacovic to represent the board in the named matters for fiscal year 2010-2011 per Education Code 72282. Fiscal Impact: None

#### 5.6 Rescind – Board Delegated Signature Authority

Approval to rescind all signatory authority for Robert M. Silverman, effective immediately. Fiscal Impact: None

- 5.7 Academic Equivalency – Rodney Woodard – Construction Technology  
Approval of the academic equivalency for Rodney Woodard, Construction Technology.  
Fiscal Impact: None
- 5.8 Grant of Easement – County Services Area 64  
Approval of the Grant of Easement to County Services Area 64 to install and maintain water service to the campus. Fiscal Impact: None
- 5.9 Agreement – Cooley Construction Inc.  
Ratification of the agreement between Victor Valley Community College and Cooley Construction, Inc. to demo and remove landscaping located on upper campus. Fiscal Impact: \$8,900.00. – Local Bond Funded
- 5.10 Agreement – Carrier Johnson & Culture  
Ratification of the agreement between Victor Valley Community College District and Carrier Johnson & Culture to provide furniture, furnishings, equipment and design services for the Eastside Public Safety Training Center. Fiscal Impact: \$39,435.00 + \$3,000.00 reimbursable expenses – Local Bond Funded.
- 5.11 Disposal of Surplus Electronic Equipment  
Approval of the disposal of obsolete, hazardous electronic waste for the 2010-2011 fiscal year. Fiscal Impact: The District is currently receiving five cents per pound for the electronic waste. The money is returned to the general fund.
- 5.12 Agreement Renewal – Excelsior Education Center  
Ratification of the agreement between Victor Valley Community College District and Excelsior Education Center for police patrol and response services for the 2010-2011 fiscal year. Fiscal Impact: \$15,000.00 – Revenue to the District.
- 5.13 Agreement Renewal – #10/11-0145 – San Bernardino County Superintendent of Schools  
Ratification of the agreement between Victor Valley Community College District and San Bernardino County Superintendent of Schools for county courier services. Fiscal Impact: not to exceed \$3,257.02, budgeted.
- 5.14 Agreement Renewal – Sixten & Associates  
Ratification of the agreement between Victor Valley Community College District and Sixten & Associates for State Mandated Cost Claim Preparation for the 2010-2011 fiscal year. The term of the agreement is from July 1, 2010 – June 30, 2011. Fiscal Impact: Not to exceed \$13,000, budgeted.
- 5.15 Board of Trustees Budget Transfer Request Report  
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.16 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.17 Agreement Renewal – Keenan & Associates  
Ratification of the contract between Victor Valley Community College District and Keenan & Associates to provide loss control services as needed for the 2010-2011 fiscal year. Fiscal Impact: Not to exceed \$20,000.00, budgeted.
- 5.18 Agreement Renewal – Hi Desert Alarm  
Ratification of the agreement between Victor Valley Community College District and Hi Desert Alarm to furnish and install a rapid notification system at the Human Resources Department for Campus Police assistance. Fiscal Impact: \$600.00, fund 71 expenditure.

5.19 Agreement Renewal – Hesperia Unified School District

Ratification of the renewal agreement between Victor Valley Community College District and Hesperia Unified School District to lease 6 classroom spaces at Hesperia High School to hold college courses at this site. Fiscal Impact: \$15,000.00, budgeted item.

5.20 Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below that are being offered in the Contract Education Department. Fiscal Impact: \$40,200.00 income to the district.

| Vendor  | Contract Amount | Estimated Income to District |
|---|-----------------|------------------------------|
| Boston Reed College – Pharmacy Tech                 | \$63,600.00     | \$14,250.00                  |
| Boston Reed College – EKG Tech                      | \$46,350.00     | \$ 9,000.00                  |
| Boston Reed College – Orthopedic Tech               | \$66,600.00     | \$11,250.00                  |
| Liberty Tax Service                                 | \$700.00        | \$ 700.00                    |
| Archangel   | 2,000.00        | \$ 2,000.00                  |
| Notary Public Seminars – Become a Notary in One Day | 2,000.00        | \$ 2,000.00                  |
| Notary Public Seminars – Renewing Notaries          | 1,000.00        | \$ 1,000.00                  |
| Total:  | \$182,250.00    | \$40,200.00                  |

5.21 Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below to obtain a food handler's certification. Fiscal Impact: \$3,000.00 income to the District.

| Vendor:                   | Income to the District |
|---------------------------|------------------------|
| La Fiesta Restaurant      | \$ 300.00              |
| Lupes Mexican restaurant  | \$ 300.00              |
| GoBangkok Restaurant      | \$ 300.00              |
| Linko Sushi Restaurant    | \$ 300.00              |
| United Methodist Church   | \$ 300.00              |
| Senora Cantina            | \$ 300.00              |
| IHOP Restaurant - Barstow | \$ 300.00              |
| Pool Club Sports Bar      | \$ 300.00              |
| Hesperia Leisure League   | \$ 300.00              |
| Rancho Mexicana           | \$ 300.00              |
| Total:                    | \$ 3,000.00            |

5.22 Student Fees – Nursing Program

Approval of the student fees for the nursing program for a Comprehensive Assessment and Review Package (CARP) from Assessment Technologies Inc. (ATI). Fiscal Impact: None.

5.23 Revised Associated Student Body Constitution

Approval of the revised Associated Student Body Constitution. Specifically, to align student senators with the current academic departments. The changes were approved by the ASB Council April 23, 2010 and adopted by the student body, May 12, 2010. Fiscal Impact: None

- 5.24 Independent Contractor Agreement – William Garrison  
Approval of an Independent Contractor Agreement between Victor Valley Community College District and William Garrison to conduct an on-site review of the SSS program. The period of this agreement is from August 9, 2010 to August 12, 2010. Fiscal Impact: Budgeted, \$4,350.00, grant funded.
- 5.25 Agreement – Green Valley Home Health Service  
Approval of the renewal agreement between Victor Valley Community College District and Green Valley Home Health Service to provide clinical learning facilities for the health sciences programs. The agreement begins August 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None
- 5.26 Independent Contractor Agreement– Apple Valley Catering/EBR Events, LLC  
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Apple Valley Catering/EBR Events, LLC to provide catering services for the Upward Bound Math & Science year end banquet on July 30, 2010. Fiscal Impact: Not to exceed \$3,000.00 – grant funded.
- 5.27 Independent Contractor Agreement– Apple Valley Catering/EBR Events, LLC  
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Apple Valley Catering/EBR Events, LLC to provide catering services for the Upward Bound Math & Science year end banquet on July 29, 2010. Fiscal Impact: Not to exceed \$2,386.16 – grant funded.
- 5.28 Out of Country Travel – Costa Rica  
Approval of out of country travel to Rancho Mastatal, Costa Rica to attend a 13-day Sustainable Development workshop from July 21, 2010 through August 2, 2010. Students will be accompanied by Professor of Political Science, Dino Bozonelos and Professor of Agriculture and Natural Resources, Neville Slade. Fiscal Impact: None to the District. The Mojave Sustainability Project will cover expense of attendance and admission of \$1,000.00 per person. The ASB, faculty and students will cover the expense of the airline tickets at \$500.00 per person. All other costs will be borne by the students and faculty.
- 5.29 Agreement – Datalink Networks  
Ratification of the agreement between Victor Valley Community College District and Datalink Networks to provide a design and implementation plan for the migration of Novell/Groupwise to Microsoft exchange services (Phase 1 of 2). Fiscal Impact: \$36,000.00 budgeted item over a three year period.

## **ACTION AGENDA**

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

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

### **8. INSTRUCTION**

- 8.1 Special Funding Grant Award YES \_\_\_ NO \_\_\_  
Approval of the Enrollment Growth and Retention Program funding award offered through the California Community College Chancellor's Office. Fiscal Impact: \$321,874.00 income to the District over two years.

### **10. ADMINISTRATIVE SERVICES**

- 10.1 Donation of 1972 Fire Engine to the VVCCD Fire Technology Program YES \_\_\_ NO \_\_\_  
Acceptance of the donation and ownership of a 1972 Fire Engine from the Arrowbear Volunteer Fire Department. Fiscal Impact: None

- 10.2 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 \$190,904.99 and transferred \$18,400.68 in student scholarships for a total cash contribution of \$209,305.67. The Foundation has also received and is transferring ownership of in-kind (non-cash) gifts valued at \$623.59. Fiscal Impact: \$209,929.26 to the District.
- 10.3 Agreement Renewal – Dudek YES \_\_\_ NO \_\_\_  
Approval of the renewal agreement between Victor Valley Community College District and Dudek to provide environmental consulting services related to District implementation of Bond Measure JJ related projects to assure compliance with the requirements of the California Environmental Quality Act. Fiscal Impact: Not to exceed \$300,000.00, Local Bond Funded.
- 10.4 Agreement – Golden State Labor Compliance, LLC YES \_\_\_ NO \_\_\_  
Approval of the agreement between Victor Valley Community College District and Golden State Labor Compliance, LLC to provide labor compliance services for the Eastside Public Safety Training Center and other bond funded projects. Fiscal Impact: \$70,000.00, Local Bond Funded.
- 10.5 Resolution # 10-08 – Temporary Borrowing Between Funds YES \_\_\_ NO \_\_\_  
Approval of the resolution to authorize temporary borrowing between funds for the 2010-2011 fiscal year. Fiscal Impact: None
- 10.6 Student Accident Insurance YES \_\_\_ NO \_\_\_  
Approval of an agreement between Victor Valley Community College District and Student Insurance to provide student accident insurance for Victor Valley College during fiscal year 2010-2011. Fiscal Impact: \$152,399.00, budgeted.
- 10.7 Contract Award – R.I.C. Construction Company, Inc. YES \_\_\_ NO \_\_\_  
Approval to award the contract to R.I.C. Construction Company, Inc. for campus landscape sustainability upgrades. Fiscal Impact: \$949,530.00, Local Bond Funded.
- 10.8 Statewide Association of Community Colleges YES \_\_\_ NO \_\_\_  
Approval to continue working with Statewide Association of Community Colleges to provide liability and property insurance coverage for Victor Valley College during fiscal year 2010-2011. Fiscal Impact: \$383,274.00, budgeted.
- 11. HUMAN RESOURCES**
- 11.1 Resolution #10-09 – Supplemental Employee Retirement Plan (SERP) YES \_\_\_ NO \_\_\_  
Adoption of the resolution #10-09 to provide the Supplemental Employee Retirement Plan (SERP). Fiscal Impact: Projected net savings of \$3,450,741.00 over five years.
- 11.2 Management Interim Appointment, Executive Vice President YES \_\_\_ NO \_\_\_  
Ratification of the appointment of Mark Zacovic to fill the position of Interim Executive Vice President, Instruction and Student Services beginning June 16, 2010 and ending no later than June 30, 2011. Fiscal Impact: Budgeted.

**12. INFORMATION/DISCUSSION**

- 12.1 Monthly Financial Reports  
Submitted as an informational item.

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

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

13.1 Foundation

13.2 Employee Groups

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

**14. TRUSTEE COMMENTS**

- ASB

**15. ITEMS FOR FUTURE BOARD MEETINGS**

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

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

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

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

**17. ADJOURNMENT**

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

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

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

Date: June 8, 2010

Place: Workshop: 3:30-5:30 p.m., Board Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

Closed Session: 5:30-7 p.m. Human Resources Conference Room, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

Regular Meeting: 7 p.m. Board Room Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

**AGENDA ~ Board Room**

*This meeting will be electronically recorded*

**CALL TO ORDER**

**4:30 p.m.**

The Board of Trustees of Victor Valley Community College District met in Open Session on May 11, 2010 in the Board Room of the Administration building. Ms. Valles, Board President called the meeting to order at 4:30 p.m.

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

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

**PLEDGE OF ALLEGIANCE**

Bill Greulich led the Pledge of Allegiance to the Flag.

**WORKSHOP ~ Board Room**

Presentations were made by five consultants interested in providing services for the Superintendent/President Search

**3:30-5:30 p.m.**

---

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

---



## **CLOSED SESSION ~ Human Resources Conference Room**

### **3. CLOSED SESSION**

**5:30-7 p.m.**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**– Government Code Section 54954.5  
Interim Superintendent/President  
Deputy Superintendent/Executive Vice President, Instruction and Student Services

**CONFERENCE WITH LABOR NEGOTIATOR** – Government Code Section 54957.6  
District Representative: Fusako Yokotobi  
Employee Organization: AFT

**CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**  
Government Code Section 54956.9(b) (3) (A)  
(1 case)

**PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS:** None

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

## **REGULAR MEETING AGENDA**

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

### **4. OPEN SESSION REGULAR MEETING**

**7 p.m.**

#### **4.1 Closed Session Report**

At 7:07 p.m., Board President Valles reconvened to open session. Jeff Morris, legal council, announced that there were no actions taken in closed session.

**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA:** Agenda Item 5.55 should read \$37,050.00 instead of \$94,650.00, and 11.4 was deleted.

**PUBLIC COMMENTS RELATED TO AGENDA ITEMS:** Margaret Kagy (11.3) and Arlene Greene (11.3).

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

Dr. O'Hearn publically thanked everyone that participated in the employee appreciation day that was recently held on the campus.

**Accreditation Update:** Dr. O'Hearn announced that he was very pleased that 62 people are involved in the writing of the self study at various levels including participating in the four standards. Notification has been received that a chair has been appointed.

#### **Faculty Senate**

Debra Blanchard announced that great progress has been achieved this year. Currently the senate is diligently working on all policies and procedures that they are involved in. The teams for accreditation have been established with a faculty member serving as a co-chair on every one of the teams. After 12 years as the Faculty Senate representative, Ms. Blanchard bid farewell and introduced her replacement Lisa Harvey.

**5. CONSENT AGENDA**

It was MSC (Nelson/Henderson, 5-0) to approve the consent items in one motion with agenda 5.55 corrected to read \$37,050.00 instead of \$94,650.00 and item 11.4 deleted.

- 5.1 Approval of the minutes of the May 11, 2010 regular Board meeting
- 5.2 Foundation – Memorandum of Understanding  
Acceptance of the Memorandum of Understanding with the Victor Valley Community College Foundation for developing and administering grant proposals. Fiscal Impact: None
- 5.3 Water Purchase – Young Mo Yang  
Ratification of the water purchase of 5 acre feet from Mr. Young Mo Yang. Fiscal Impact: Budgeted, \$250.00.
- 5.4 Water Purchase – Cole D. Frates  
Ratification of the water purchase of 11 acre feet from Mr. Frates. Fiscal Impact: Budgeted, \$550.00.
- 5.5 Agreement – Priority Mailing Systems, LLC  
Ratification of the agreement between Victor Valley Community College District and Priority Mailing Systems, LLC to supply a 51 month lease that provides a postage machine and maintenance services to support the District's postal services. The lease will commence upon delivery of the new postage equipment. Fiscal Impact: \$547.09 per month, \$6,565.08 per year, budgeted item.
- 5.6 Disposal of District Owned Property  
Approval of the disposal of a 1985 MAN bus to Lucerne Valley Unified School District. Fiscal Impact: None
- 5.7 Disposal of District Owned Property  
Approval of the disposal of surplus and obsolete property via auction. Fiscal Impact: Revenue to the District. Auctioneer is paid a percentage of the sale price.
- 5.8 Agreement Renewal – Thyssen Krupp Elevator  
Ratification of the renewal agreement between Victor Valley Community College District and Thyssen Krupp Elevator to provide services to the elevators on campus as needed for the 2010-2011 fiscal year. Fiscal Impact: \$25,560.00, budgeted item.
- 5.9 Agreement Renewal – Safety-Kleen Systems, Inc.  
Ratification of the renewal agreement between Victor Valley Community College District and Safety-Kleen Systems, Inc. to provide and service the component washers for the Maintenance & Operations vehicle repair and automotive areas. Fiscal Impact: \$2,000.00, budgeted item.
- 5.10 Agreement Renewal – Prudential Overall Supply  
Ratification of the agreement between Victor Valley Community College District and Prudential Overall Supply for work uniforms, dry mops and shop rags for use on campus for fiscal year 2010-2011. Fiscal Impact: \$9,200.00, budgeted item.
- 5.11 Agreement Renewal – Porter Boiler Services  
Ratification of the renewal agreement between Victor Valley Community College District and Porter Boiler Services to provide services on two flex tube boilers for 2010-2011 fiscal year. Fiscal Impact: \$13,002.00, budgeted item.

- 5.12 Agreement Renewal – Nova Facility Management  
Ratification of the renewal agreement between Victor Valley Community College District and Nova Facility Management to provide energy management system parts and technical support for the 2010-2011 fiscal year. Fiscal Impact: \$2,700.00, budgeted item.
- 5.13 Agreement Renewal – North State Environmental  
Ratification of the agreement between Victor Valley Community College District and North State Environmental to provide hazardous waste management services for the 2010-2011 fiscal year. Fiscal Impact: \$24,000.00, budgeted item.
- 5.14 Agreement Renewal – M&D Fire Equipment Company  
Ratification of the agreement between Victor Valley Community College District and M&D Fire Equipment Company to provide monthly service to campus fire extinguishers and to stock First Aid kits on campus for the 2010-2011 fiscal year. Fiscal Impact: \$9,750.00, budgeted item.
- 5.15 Agreement Renewal – The Liquidation Company  
Ratification of the agreement between Victor Valley Community College District and The Liquidation Company to supply auctioneer services for the disposal of surplus equipment no longer of use or value to the college under Education Code 81450 for the 2010-2011 fiscal year. Fiscal Impact: Revenue to the District. Auctioneer is paid a percentage of the sales price.
- 5.16 Agreement Renewal – Diamond Environmental Services  
Ratification of the agreement between Victor Valley Community College District and Diamond Environmental Services to provide portable restroom service for the 2010-2011 fiscal year. Fiscal Impact: \$850.56, budgeted item.
- 5.17 Agreement Renewal – Dewey Pest Control  
Ratification of the contract between Victor Valley Community College District and Dewey Pest Control to provide pest control services as needed for the 2010-2011 fiscal year. Fiscal Impact: \$5,520.00, budgeted item.
- 5.18 Agreement Renewal – B3 Backflow, Inc.  
Ratification of the contract between Victor Valley Community College District and B3 Backflow, Inc. to provide annual testing and possible repairs of approximately 19 backflow preventers located throughout the campus for the 2010-2011 fiscal year. Fiscal Impact: \$1,235.00, budgeted item.
- 5.19 Agreement Renewal – Ana Septic Service  
Ratification of the agreement between Victor Valley Community College District and Ana Septic Services for pumping services on the Student Activities Center grease interceptor for the 2010-2011 fiscal year. Fiscal Impact: \$1,970.00, budgeted item.
- 5.20 Agreement Renewal – America's Xpress Rent-A-Car  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and America's Xpress Rent-A-Car to provide rental vans for student and staff transportation for the 2010-2011 fiscal year. Fiscal Impact: \$25,000.00, budgeted item.

- 5.21 Agreement Renewal – American Fire Safety, Inc.  
Ratification of the agreement between Victor Valley Community College District and American Fire Safety, Inc. to provide service to campus fire sprinklers for the 2010-2011 fiscal year. Fiscal Impact: \$6,450.00, budgeted item.
- 5.22 Agreement – Waste Receptacle Advertising Partners  
Approval of the agreement between Victor Valley Community College District and Waste Receptacle Advertising Partners to provide campus outdoor waste receptacles to include mutually agreed upon advertisements, graphics, materials and installation at no cost to the District. Fiscal Impact: Fifty percent (50%) of total monthly advertising revenue to the District generated from the use of licensed receptacles.
- 5.23 Agreement – Carrier Johnson  
Ratification of the agreement between Victor Valley Community College District and Carrier Johnson to complete architectural and engineering services for the main gymnasium building #71 HVAC System maintenance and repair. Fiscal Impact: \$34,620.00 + \$3,000.00 reimbursable expenses – locally bond funded.
- 5.24 Agreement – Campus Planning Group  
Ratification of the agreement between Victor Valley Community College District and Campus Planning Group to work in conjunction with the facilities construction department to prepare and submit to the State Chancellor's office the district's 5-year plan, space inventory report, enrollment projections and project proposals for the 2010-11 fiscal year. Fiscal Impact: \$20,000.00 plus reimbursable expenses, Fund 71 expenditure.
- 5.25 Agreement – Cooley Construction, Inc.  
Ratification of the agreement between Victor Valley Community College District and Cooley Construction, Inc. to remove accumulated debris located behind the warehouse building, near the Solar Generating Facility. Fiscal Impact: \$14,875.00, Fund 71 expenditure.
- 5.26 Agreement – Sta-Dry Waterproofing & Coatings  
Ratification of the agreement between Victor Valley Community College District and Sta-Dry Waterproofing & Coatings to power wash and apply super strength water sealant to the south facing wall of the Technology Center building. Fiscal Impact: \$13,420.00, Fund 71 expenditure.
- 5.27 Authorized Electronic Signature Key Users  
Approval of Mary Pringle and Josanna Orta as authorized signature key users for the period of July 1, 2010 through June 30, 2011. Fiscal Impact: None
- 5.28 Designation of Newspaper for 2010-2011 District Budget Budget Public Hearing  
Approval to designate the Victor Valley *Daily Press* as the newspaper in which to publish the proposed budget inspection dates as September 7 through 13, 2010, and public hearing dates as September 14, 2010. Fiscal Impact: None
- 5.29 Authorized Signatory  
Approval of Fusako Yokotobi as the authorized representative of the Board of Trustees in the matters listed for fiscal year 2010-2011 per Education Code 72282. Fiscal Impact: None

- 5.30 Authorized Signatories  
Approval of Christopher O'Hearn, GH Javaheripour and Mary Pringle as the authorized representatives in the matters listed for fiscal year 2010-2011 per Education Code 72282. Fiscal Impact: None
- 5.31 Board of Trustees Budget Transfer Request Report  
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.32 Disposal of Surplus Property  
Approval of the list of furniture/equipment to be surplused. Fiscal Impact: None
- 5.33 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.34 Agreement Renewal – Hi Desert Alarm  
Ratification of the agreement between Victor Valley Community College District and Hi Desert Alarm to provide service to maintain the fire alarm systems on for the 2010-2011 fiscal year. Fiscal Impact: \$6,500.00, budgeted item.
- 5.35 Agreement – John Levell  
Approval of the agreement between Victor Valley Community College District and John Levell to provide cultural diversity training workshop for the period May 26, 2010 through June 30, 2010. Fiscal Impact: Categorically funded through EEO budget, \$200/hour.
- 5.36 Agreement – County of San Bernardino  
Approval of the agreement between Victor Valley Community College District and the County of San Bernardino to provide Use of Force Instructional Update Course and Trimester Use of Force Training 2010-2013 for police officers, effective July 1, 2010. Fiscal Impact: Budgeted \$4,600.00.
- 5.37 Revision, Victor Valley College Equal Employment Opportunity Plan  
Approval of the revised language on page 8 of the Equal Opportunity Plan. Fiscal Impact: None.
- 5.38 License Agreement – McKesson Corporation  
Approval of the software license agreement for the purchase of Medisoft Network Professional software, to include 25 user licenses. The licenses will enable WIA program participants to complete their certification in the Health Information Medical Training program. Fiscal Impact: \$5,581.39 grant funded – WIA.
- 5.39 Agreements – Contract Education Services  
Approval of the Contract Education Services' agreements listed below to obtain a food handler's certification. Fiscal Impact: \$900.00 to the District.

| Vendor:   | Income to the District |
|---|------------------------|
| Del Taco Restaurant – 15470 Palmdale Rd., Victorville | \$ 300.00              |
| El Pascador Restaurant                                | \$ 300.00              |
| Bizzy Bees Bakery                                     | \$ 300.00              |
| Total:  | \$ 900.00              |

- 5.40 Out of Country Travel – Asia  
Approval of the out of the country travel to East Timor in Asia for students registered in Biology 98 and Biology 250A during the 2010 summer session from June 19, 2010 through July 10, 2010. Students will be accompanied by Associate Professor of Biology, Dr. Hinrich Kaiser. Fiscal Impact: None

- 5.41 Agreement – Larry Kendall  
Approval of the independent contractor agreement between Victor Valley Community College District and Larry Kendall to provide robotics instruction for Upward Bound Math & Science during the summer program. The period of this agreement is from June 21, 2010 to July 30, 2010. Fiscal Impact: Budgeted, grant funded \$900.00.
- 5.42 Agreement – Learn CPR 4 Life  
Approval of the independent contractor agreement between Victor Valley Community College District and Learn CPR 4 Life to conduct a one day workshop on June 16, 2010. Fiscal Impact: Budgeted, grant funded, not to exceed \$1,392.00.
- 5.43 Agreement – The Princeton Review  
Approval of the independent contractor agreement between Victor Valley Community College District and The Princeton Review to provide ACT preparation instruction to Upward Bound Math & Science Program participants during the summer academy. Fiscal Impact: Budgeted, \$2,000.00, grant funded.
- 5.44 Agreement – Nancy Noyer  
Approval of the independent contractor agreement between Victor Valley Community College District and Nancy Noyer who will be conducting an intensive English review for the Upward Bound participants during their 2010 summer academy. Fiscal Impact: Budgeted, \$1,500.00, grant funded.
- 5.45 Agreement – Lucerne Valley Unified School District  
Approval of the independent contractor agreement between Victor Valley Community College District and Lucerne Valley Unified School District to provide school bus transportation for Upward Bound Math & Science Program participants in the LVUSD. Fiscal Impact: Budgeted, \$9,500.00, grant funded.
- 5.46 Agreement – First Student Charter  
Approval of the independent contractor agreement between Victor Valley Community College District and First Student Charter to provide bus transportation for Upward Bound and Upward Bound Math & Science Program participants for Victor Valley, Silverado and Hesperia High Schools during the 2010 summer academy and the 2010-2011 academic year. The period of this agreement is July 1, 2010 through June 30 2011. Fiscal Impact: Budgeted, not to exceed \$35,000.00, grant funded.
- 5.47 Agreement – Ebmeyer Charter  
Approval of the independent contractor agreement between Victor Valley Community College District and Ebmeyer Charter to provide charter bus transportation for Student Support Services, Upward Bound and Upward Bound Math & Science programs participants for college tours, and cultural event field trips for the 2010-2011 fiscal year. Fiscal Impact: Budgeted, not to exceed \$20,000.00, grant funded.
- 5.48 Agreement – H&L Charter Co., Inc.  
Approval of the independent contractor agreement between Victor Valley Community College District and H&L Charter Co., Inc. to provide transportation services for GEAR UP students/staff/chaperones in GEAR UP partner schools for educational and academic activities including transportation to colleges/universities. Fiscal Impact: Budgeted, not to exceed \$12,500.00, grant funded.

- 5.49 Agreements – Johanna Federwisch, Ryan Miles, Daisy Mondragon, Oluronke Ogunleye, Justin Osterberg, Heather Vennes  
Approval of the independent contractor agreement between Victor Valley Community College District and Johanna Federwisch, Ryan Miles, Daisy Mondragon, Oluronke Ogunleye, Justin Osterberg, Heather Vennes to provide academic services to GEAR UP students during the 2010 GEAR UP Summer Academy; consistent with the GEAR UP program grant objectives. Fiscal Impact: Budgeted, not to exceed \$18,000, grant funded.
- 5.50 Agreement – Joseph Woodford  
Approval of the independent contractor agreement between Victor Valley Community College District and Joseph Woodford of Advisory Publishing & Consulting who will conduct a one-day workshop June 15, 2010 on workplace harassment prevention to summer program staff during the 2010 summer programs for the GEAR-UP, Upward Bound, and Upward Bound Math and Science programs staff. Fiscal Impact: \$400.00, grant funded.
- 5.51 Agreement – Hesperia Unified School District  
Ratification of agreement between Victor Valley Community College District and Hesperia Unified School District for the use of their stadium for the June 11, 2010 commencement ceremony. Fiscal Impact: Budgeted item, not to exceed \$2,500.00, graduation account.
- 5.52 Curriculum Changes  
Approval of the curriculum changes that have been recommended by the College Curriculum Committee March 25 and April 8, 2010. Fiscal Impact: None
- 5.53 MOU Renewal for James Irvine Foundation Grant  
Approval of the MOU between Victor Valley Community College District and Private/Public Ventures and Mojave Basin Youth Corps for College & Career Connections Fund from the James Irvine Foundation. Fiscal Impact: \$22,500 to the District (including \$2,300.00 for the Victor Valley College Foundation).
- 5.54 Foundation Donations  
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 \$24,531.73 and transferred \$14,898.57 in student scholarships for a total cash contribution of \$39,430.30. The Foundation has also received and is transferring ownership of in-kind (non-cash) gifts valued at \$6,965. Total contributions for March-April 2010 are \$46,395.30 to the District.

5.55 **CORRECTED** Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below that are being offered in the Contract Education Department. Fiscal Impact: ~~-\$94,650~~ \$37,050.00 income to the District.

| Vendor:                         | Income to the District                     |
|---------------------------------|--|
| Southwest                       | \$ 2,000.00                                |
| Such a Voice                    | \$ 1,000.00                                |
| Learn CPR 4 Life                | \$ 10,600.00                               |
| Standing Room Only Productions  | \$ 1,600.00                                |
| Preston Guillory Investigations | \$ 4,000.00                                |
| Voices for All                  | \$ 600.00                                  |
| Boston Reed College             | \$ 9,000.00                                |
| Ath-elites                      | \$ 1,250.00                                |
| Freshi Films, LLC               | \$ 2,000.00                                |
| Pronto Spanish                  | \$ 5,000.00                                |
| Total:                          | <del>\$ 94,650.00</del> <b>\$37,050.00</b> |

**ACTION AGENDA**

**6. BOARD OF TRUSTEES**

6.1 Separate approval of items pulled from consent agenda

**7. SUPERINTENDENT/PRESIDENT**

7.1 Agreement – Somerset Capital Group, LTD.

It was MSC (Nelson/Mollenkamp, 5-0) to approve the lease agreement between Victor Valley Community College District and Somerset Capital Group, LTD for a lease agreement on the Datatel equipment and to add additional capabilities to our current equipment. Fiscal Impact: \$45,126.90, budgeted item.

7.2 Agreement Renewal – Novell, Inc.

It was MSC (Nelson/Henderson, 5-0) to approve of the renewal agreement between Victor Valley Community College District and Novell, Inc. for software and site licensing through June 30, 2011. Fiscal Impact: Budgeted item, \$68,631.75.

**10. ADMINISTRATIVE SERVICES**

10.1 Water Purchase Renewal – Beinschroth Family Trust

It was MSC (Range/Nelson, 5-0) to approve to purchase 326 acre feet of water from Beinschroth Family Trust. Fiscal Impact: \$89,650.00.

10.2 Agreement – A & E Inspection Services

It was MSC (Nelson/Range, 5-0) to approve the agreement with A & E Inspection Services to provide Inspector of Record services as required by the Department of State Architect. Fiscal Impact: \$220,000.00, locally bond funded.

10.3 Amend Agreement – Highland Partnership

It was MSC (Range/Mollenkamp, 5-0) to approve the amendment to the agreement with Highland Partnership for a solar PV system at the Eastside Public Safety Training Center. \$1,545,253.00 from Measure JJ Bond funds. Projected savings of \$985,000.00 over the next 5 years, which includes avoided energy costs and California Solar Initiative (CSI) incentives. Fiscal Impact: Net savings over 25 years is projected to be \$1,615,018.00 at a 3.5% utility escalation rate. The project will have a 10 year payback.



10.4 2010-2011 Tentative Budget

It was MSC (Mollenkamp/Henderson, 5-0) to approve the tentative General Operating budget for 2010-2011. Fiscal Impact: Revenues and expenditures are projected based on current information and will probably change by the time of final budget adoption in September. The philosophy of the budget development process includes input through the shared governance process, developing a balanced budget and meeting required unfunded liabilities.

**11. HUMAN RESOURCES**

11.1 Administrative Contract Revision – Director, Trio Programs

It was MSC (Nelson/Mollenkamp, 5-0) to approve the revision of the contract for the Director of Upward Bound Programs, 50% position, effective September 1, 2010 through June 30, 2011. Fiscal Impact: None, categorically funded program.

11.2 Revised Position and Job Description, Director of Upward Bound Programs

It was MSC (Nelson/Mollenkamp, 5-0) to approve the revised management position and job description of Director Upward Bound Programs, 50% position, effective September 1, 2010. Fiscal Impact: None, categorically funded program.

11.3 Layoff Resolution - Classified

It was MSC (Mollenkamp/Nelson, 5-0) to adopt the resolution to layoff for lack of categorical funds and authorize and direct the Vice President, Human Resources to give notice of layoff to employees in the classifications listed. Fiscal Impact: None, categorically funded program.

11.4 **DELETED** Renewal of Administrative Contracts

Approval of the administrative contracts for Director, Evening Operations, Instructional Support Programs; Director of the Associate Nursing Program and Allied Health; Executive Dean, Technology & Information Resources; and Vice President Administrative Services. Fiscal Impact: Budgeted

11.5 Appointment of a Search Consultant Firm for the Superintendent/President

It was motioned by Trustee Range and seconded by Trustee Nelson to approve a search consultant firm to assist in the recruitment and selection of a Superintendent/President. Fiscal Impact: Budgeted

Following discussion it was MSC (Mollenkamp/Nelson, 5-0) to select Community College Search Services (CCSS) as the search consultant firm to assist in the recruitment and selection of a Superintendent/President.

11.6 Employment Contract for Interim Superintendent/President

It was MSC (Range/Nelson, 5-0) to ratify the employment contract with Dr. Christopher O'Hearn as Interim Superintendent/President, effective March 15, 2010. Fiscal Impact: Budgeted.

**12. INFORMATION/DISCUSSION**

12.1 Monthly Financial Reports

Submitted as an informational item.

12.2 2009 Accountability Report for Community Colleges

Submitted as an informational item.

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

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

13.1 Foundation – Janice Olson

13.2 Employee Groups

- a) CTA - Michael Butros
- b) CSEA - Arlene Greene – no report
- c) AFT Part-Time Faculty United - absent

**14. TRUSTEE COMMENTS**

- ASB – Mary Mazzola reported on student activities.  
Trustee Nelson thanked Kelley Johnson, Director Child Development Center, and her staff in working hard with the State of California in removing the two-year watch on the Child Development Center.  
Trustee Nelson requested an update on the recently tabled agenda item regarding the implementation of a cell tower. Dr. O'Hearn responded that the district was researching a better looking platform.

Trustee Mollenkamp would like the opportunity to continue discussions in Closed Session with the Superintendent/President. Trustee Valles concurred with Trustee Mollenkamp and requested the performance evaluation of the Superintendent/President to become a permanent item for Closed Session discussion.

Trustee Range commended Mary Mazzola on the great job she has done as Student Trustee.

**15. ITEMS FOR FUTURE BOARD MEETINGS**

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

Trustee Nelson asked for a report on the One-Stop Center on next the agenda.

**16. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS:** Edward Perry, Annie Lancaster, Jonathan Cook, Brittany Morgan, Donald Cook, Amy Cook, and Todd Woods.

**17. ADJOURNMENT**

It was MSC (Range/ Henderson, 5-0) to approve to adjourn the meeting at 8:18 p.m.

---

Dennis Henderson, Clerk

---

Date Approved



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

Date: June 11, 2010

Place: President's Conference Room, Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395  
**Board Members will be available telephonically**

## AGENDA

*Board Room Victor Valley Community College*

### CALL TO ORDER

The Board of Trustees of Victor Valley Community College District met in Open Session on June 11, 2010 in the President's Conference room. Ms. Valles, Board President called the meeting to order at 10:07 a.m.

10 a.m.

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

**MANAGEMENT PRESENT:** Dr. Christopher O'Hearn, Interim, Superintendent/President and Annette McComas (Recorder)

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

**PUBLIC COMMENTS RELATED TO AGENDA ITEMS:** None

### 3. ACTION AGENDA

3.1 Order of Election and Specifications for November 2, 2010.

It was MSC (Mollenkamp/Nelson, 5-0) to adopt the resolution ordering school district election for Governing Board Members whose terms expire December 3, 2010. Fiscal Impact: None

3.2 Election Questionnaire

It was MSC (Nelson/Henderson, 5-0) to limit the word count to 200 words on the candidate's statement and require payment in advance when the candidate's statement is filed. Fiscal Impact: None

### 4. ADJOURNMENT

It was MSC (Nelson/Henderson, 5-0) to adjourn the meeting at 10:10 a.m.

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

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

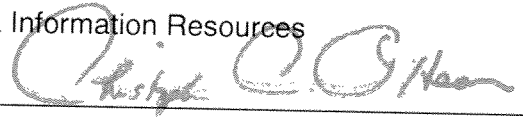
\_\_\_\_\_  
**BOARD OF TRUSTEES:** Dennis Henderson, Chris Mollenkamp, Donald Nelson, Joe Range, Angela Valles, ASB Member

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

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

**TOPIC:** AGREEMENT/ RENEWAL – SYNCSORT, INC.

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

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to renew its agreement with Syncsort, Inc. to maintain support services for the Syncsort Backup Express Software that is used for backing up essential file systems from production disk to tape for restoration in case of disaster or user error.

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

**Need:**

It is necessary to renew this agreement to ensure the campus data integrity is maintained.

**Fiscal Impact:** \$5,733.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the renewal agreement with Syncsort Inc. in the amount of \$5,733.00.

**Legal Review:** YES  NOT APPLICABLE

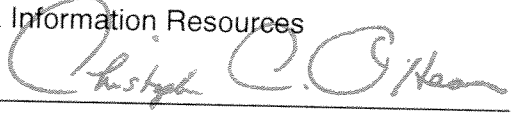
**Reference for Agenda:** YES  NO

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

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

**TOPIC:** AMENDED AGREEMENT - LIVETIME SOFTWARE, INC.

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

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to amend the agreement with LiveTime Software, Inc. the original agreement in October 2008 was for 10 licenses and in May 2009, 14 additional licenses were purchased for a total of 24 licenses. The LiveTime system is a modern help desk trouble ticket system for the district that will enhance efficient support for the users of District technology.

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

**Need:**

Additional Licenses were required for each technician on campus.

**Fiscal Impact:** \$ 7,656.00 – 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 LiveTime software, Inc. in the amount of \$7,656.00.

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

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

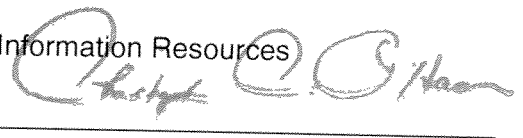
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: RENEWAL AGREEMENT – CONTINUANT, INC.

SUBMITTED BY: Frank Smith, Technology & Information Resources

APPROVED BY: Christopher O'Hearn



**Description/Background:**

The district wishes to renew its agreement with Continuant, Inc. to provide maintenance support for all campus Cisco SmartNet equipment (i.e., network switches, routers, bridges, servers, phones) and software applications.

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

**Need:**

This agreement is necessary to provide maintenance support on all campus Cisco Smartnet supported devices.

**Fiscal Impact:** \$ 2,639.05 – 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 Continuant, Inc. in the amount of \$2,639.05.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO

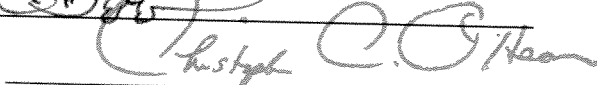
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AUTHORIZED SIGNATORY

**SUBMITTED BY:** Mary Pringle, Fiscal Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

For the 2010-2011 fiscal year, Mark Zacovic should be acknowledged as an authorized representative of the Board of Trustees to execute:

- |                              |                             |                             |
|------------------------------|-----------------------------|-----------------------------|
| Contracts and Agreements     | Batch Payments              | Employee Expense Claims     |
| Resolutions and Applications | Budget Transfers            | Payroll Prelists            |
| Receipts and Disbursements   | Certify/Attest Board Action | Purchase Orders             |
| County Treasurer Reports     | Revolving Cash Fund         | Payroll Revolving Cash Fund |
| Notices of Employment        | Workers Compensation Claims |                             |

**Need:**

In order to conduct college business, it is necessary to have authorized signatories of the District to sign various documents.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board of Trustees approve the signature of Mark Zacovic to represent the board in the above-named matters for fiscal year 2010-2011 per Education Code 72282.

**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: RESCIND - BOARD DELEGATED AUTHORIZED SIGNATORY

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

Signatory authority is granted by the board, based on an individual's position of service within the District. Per Education Code Section 72282, in order to terminate signatory authority granted by the board for legal documentation, the board must specifically act to rescind that action. The District wishes to terminate the signatory authority previously granted to the former employee(s) listed below:

Robert M. Silverman

**Need:**

This action is necessary due to the resignation of Mr. Silverman from Victor Valley College effective March 30, 2010.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended the Board of Trustees rescind all signatory authority for the employee(s) listed above, effective immediately.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

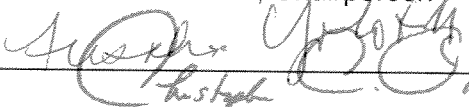



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

SUBMITTED BY: Equivalency Committee—Debra Blanchard, Chairperson

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The equivalency listed below has been approved by the appropriate department, division dean, and Academic Senate for the disciplines indicated.

Rodney Woodard  
Construction Technology

EQUIVALENCY

Meets requirements under course work/work experience combination -- vocational areas, Victor Valley equivalency policy. A minimum of twelve (12) years of work experience in the field and fifteen (15) semester units is required.

**Need:**

To establish that the minimum standards for equivalency have been met.

**Fiscal Impact:**

None

**Recommended Action:**

It is recommended that the Board of Trustees approve the equivalency 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)**

**TOPIC:** GRANT OF EASEMENT – COUNTY SERVICES AREA 64

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to grant a water easement to County Services Area 64 for two strips of land lying within Lot 14, Tract No. 8307, Book 111, Pages 79 through 82 of maps in the Office of the County Recorder. This request comes from Excelsior Education Center who entered into a land lease agreement with Victor Valley Community College at the December 2008 Board of Trustees meeting for 3.64 acres for the length of 40 years.

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

**Need:**

This easement is typical and required to allow County Services Area 64 to install and maintain water service to the Excelsior Education Center.

**Fiscal Impact:** No fiscal impact.

**Recommended Action:**

It is recommended that the Board of Trustees approve the Grant of Easement to County Services Area 64 to install and maintain water service to the campus.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: AGREEMENT – COOLEY CONSTRUCTION, 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 Cooley Construction, Inc. to demo and remove landscaping located on upper campus.

**Need:**

Part of the Landscape Master Plan work that was approved at the May 11, 2010 Board of Trustees meeting included the removal of certain landscaping on upper campus. Portions of this work needed to take place prior to the award of the landscaping project enabling the parking lot repair work to proceed without costly delays.

**Fiscal Impact:** \$8,900.00 – Bond Funded

**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 Cooley Construction, Inc. in the amount of \$8,900.00 for Furniture, Furnishings and Equipment Design Services.

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


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


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: AGREEMENT – CARRIERJOHNSON + CULTURE

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 a agreement with CarrierJohnson + Culture to provide labor Furniture, Furnishings and Equipment (FF&E) Design Services for the Eastside Public Safety Training Center.

**Need:**

These Design Services are needed to ensure that the furnishing and equipment chosen and purchased for the Eastside Public Safety Training Center meets the needs and expectations of the District, faculty, staff and students.

**Fiscal Impact:**

\$39,435.00 + \$3,000.00 Reimbursable Expenses – Bond Funded

**Recommended Action:**


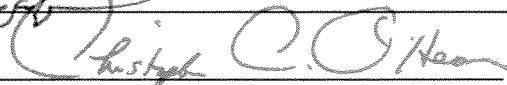
This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with CarrierJohnson + Culture in the amount of \$42,435.00 for Furniture, Furnishings and Equipment Design Services.

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

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

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: DISPOSAL OF SURPLUS ELECTRONIC EQUIPMENT  
SUBMITTED BY: Chris Hylton, Maintenance & Operations  
RECOMMENDED BY: G.H. Javaheripour   
APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District wishes to dispose of obsolete, hazardous electronic waste for the 2010 – 2011 fiscal year. The District routinely replaces computers and other electronic components with newer models. This obsolete equipment is considered hazardous waste by the State of California, and cannot be disposed of as trash. Because the equipment is obsolete it has very little value if disposed of at auction. The District does have a vendor that will accept the equipment for recycling. In addition, the District receives credit for recycling the material on our annual CIWMB waste diversion report.

**Need:**

Recycling values fluctuate from day to day. In order to obtain the best value for the used equipment it is requested that the Board of Trustees provide approval for the fiscal year for the disposal of computers and other electronic components. This will allow the Recycling Coordinator to dispose of the equipment on short notice. All disposals will be reported through the consent agenda.

**Fiscal Impact:**

The District is currently receiving five cents per pound for the electronic waste. The money is returned to the general fund.

**Recommended Action:**

It is recommended that the Board of Trustees approve the disposal of obsolete, hazardous electronic waste for the 2010 – 2011 fiscal year.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO

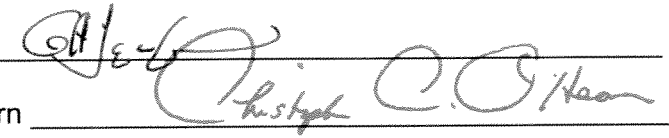
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT RENEWAL – EXCELSIOR EDUCATION CENTER

SUBMITTED BY: Robert A. Sewell, Auxiliary Services

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn

**Description/Background:**

The District wishes to renew its agreement with Excelsior Education Center for Police Patrol and Response Services, for the 2010-2011 fiscal year.

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

**Need:**

Excelsior Education Center has a need for police services after normal business hours to patrol and respond to security alarms and for normal business hour emergency assistance.

**Fiscal Impact:** \$15,000.00 - Revenue to the District.

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Excelsior Education Center in the amount of \$15,000.00.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO


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

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

**TOPIC:** AGREEMENT RENEWAL #10/11-0145 – SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS (SBCSS)

**SUBMITTED BY:** Mary Pringle, Fiscal Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to continue participation in the services provided by the San Bernardino County Superintendent of Schools for courier services for fiscal year 2010-11. This service includes daily delivery and pickup of the County's correspondence and materials. In addition, the District uses this service to deliver correspondence to the County and to other school districts within the County.

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

**Need:**

This service is needed to help expedite daily delivery and pickup of the County's correspondence and materials as opposed to sending through the postal service.

**Fiscal Impact:**

Not to exceed \$3,257.02 – Budgeted Item

**Recommended Action:**

It is recommended that the Board of Trustees ratify agreement #10/11-0145 with San Bernardino County Superintendent of Schools for County courier services an amount not to exceed \$3,257.02.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO

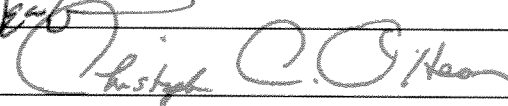
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: AGREEMENT RENEWAL – SIXTEN & ASSOCIATES

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District wishes to renew its agreement with SixTen and Associates for State Mandate Claim Preparation for the 2010 – 2011 fiscal year. The term of the agreement is from July 1, 2010 – June 30, 2011.

The State of California is required to reimburse Districts for the cost of implementing programs mandated by the state, such as Collective Bargaining. These programs are not directly funded, but, instead require the District to submit claims annually to the State Controller.

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

**Need:**

The complexity of these annual claims requires special skills and experience, and the number of claims and the seasonal nature of the work to prepare and submit the claims would impact other duties of the Fiscal Services personnel. Government Code Section 53060 grants the District the authority to contract with and employ persons for the furnishing to the District of special services if such persons are specially trained, experienced, and competent to perform the services needed.

**Fiscal Impact:**

Budgeted item – Not to exceed \$13,000.00

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with SixTen and Associates in the amount not to exceed \$13,000.00.

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

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




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

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

**TOPIC:** BOARD OF TRUSTEES BUDGET TRANSFER REQUEST REPORT

**SUBMITTED BY:** Deedee Orta, Administrative Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

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

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

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

VICTOR VALLEY COLLEGE  
 BUDGET TRANSFER REPORT  
 FROM 05/15/10 TO 06/11/10

6/14/2010

| Ref. No.  | Fund | Program                    | Account | Amount                     |          | Description                  |
|-----------|------|----------------------------|---------|----------------------------|----------|------------------------------|
|           |      |                            |         | Increase                   | Decrease |                              |
| 100309 01 | 6790 | TECHNICAL SVCS ( IT)       | 450000  | OTHER SUPPLIES             | 2163     | ANIXER SUPPLY ORDER          |
| 100309 01 | 6790 | TECHNICAL SVCS ( IT)       | 520200  | TRAVEL/CONFERENCE-ADMIN    |          | -2163 ANIXER SUPPLY ORDER    |
| 100310 01 | 1203 | R N PROGRAM                | 430000  | INSTRUCTIONAL SUPPLIES     | 6500     | INSTRUCTIONAL SUPPLIES       |
| 100310 01 | 1203 | R N PROGRAM                | 640000  | NEW EQUIPMENT              |          | -6500 INSTRUCTIONAL SUPPLIES |
| 100311 01 | 1203 | R N PROGRAM                | 431000  | INSTRUCTIONAL SOFTWARE     | 5000     | LAB EQUIP & SOFTWARE         |
| 100311 01 | 1203 | R N PROGRAM                | 569100  | PRIOR YEAR ROLLOVERS       |          | -13085 LAB EQUIP & SOFTWARE  |
| 100311 01 | 1203 | R N PROGRAM                | 569100  | PRIOR YEAR ROLLOVERS       |          | -5000 LAB EQUIP & SOFTWARE   |
| 100311 01 | 1203 | R N PROGRAM                | 640000  | NEW EQUIPMENT              | 13085    | LAB EQUIP & SOFTWARE         |
| 100312 01 | 6120 | LIBRARY                    | 631000  | LIBRARY BOOKS              |          | -1454 FROM SI 14 TO 15       |
| 100312 01 | 6120 | LIBRARY                    | 631000  | LIBRARY BOOKS              | 1454     | FROM SI 14 TO 15             |
| 100313 01 | 0000 | DISTRICT-WIDE HOLDING PRGM | 812000  | HIGHER EDUCATION ACT       | 121601   | BGT UPDATE                   |
| 100313 01 | 4900 | INTERDISCIPLINARY STUDIES  | 248000  | CLASS-I/NR-STUDENTS        | 106601   | BGT UPDATE                   |
| 100313 01 | 4940 | LEARNING CENTER            | 248000  | CLASS-I/NR-STUDENTS        | 15000    | BGT UPDATE                   |
| 100314 01 | 4900 | INTERDISCIPLINARY STUDIES  | 248000  | CLASS-I/NR-STUDENTS        | 60000    | OB 7500->2480                |
| 100314 01 | 6460 | FINANCIAL AID ADMIN        | 750000  | GRANTS                     |          | -60000 OB 7500->2480         |
| 100315 01 | 0000 | DISTRICT-WIDE HOLDING PRGM | 817000  | FEDERAL REVENUE            |          | -618936 BGT UPDATE           |
| 100315 01 | 6422 | DSPS: ADA COMPLIANCE       | 750000  | GRANTS                     |          | -48000 BGT UPDATE            |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 135000  | PERSONAL SERVICES          |          | -42125 BGT UPDATE            |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 238000  | CLASS-NI/NR-STUDENTS       |          | -3028 BGT UPDATE             |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 249000  | CLASS-SHORT TERM/TEMP/INST |          | -35479 BGT UPDATE            |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 335000  | PUBLIC AGENCY RET SYSTEM   |          | -1535 BGT UPDATE             |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 341000  | HEALTH AND WELFARE         |          | -12000 BGT UPDATE            |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 430000  | INSTRUCTIONAL SUPPLIES     |          | -75000 BGT UPDATE            |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 520000  | TRAVEL/CONFERENCE-INSTRUC  |          | -50792 BGT UPDATE            |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 569000  | INDIRECT COST              |          | -75171 BGT UPDATE            |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 584000  | CONTRACTED SERVICES        |          | -26876 BGT UPDATE            |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 590000  | OTHER EXPENSE              |          | -221650 BGT UPDATE           |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 640500  | COMPUTERS                  |          | -25000 BGT UPDATE            |
| 100315 01 | 6455 | DEAN OF STUDENT SERVICES   | 761000  | STUDENT BOOK SERVICE       |          | -2280 BGT UPDATE             |
| 100316 01 | 1203 | R N PROGRAM                | 520000  | TRAVEL/CONFERENCE-INSTRUC  | 1443     | OB 5840->5200                |
| 100316 01 | 1203 | R N PROGRAM                | 520000  | TRAVEL/CONFERENCE-INSTRUC  | 188      | OB 5840->5200                |
| 100316 01 | 1203 | R N PROGRAM                | 569100  | PRIOR YEAR ROLLOVERS       |          | -188 OB 5840->5200           |
| 100316 01 | 1203 | R N PROGRAM                | 584000  | CONTRACTED SERVICES        |          | -1443 OB 5840->5200          |
| 100317 01 | 6780 | MANAGEMENT INFO SYSTEMS    | 450000  | OTHER SUPPLIES             | 495      | SUPPLY EXP. 5202>4500        |
| 100317 01 | 6780 | MANAGEMENT INFO SYSTEMS    | 520200  | TRAVEL/CONFERENCE-ADMIN    |          | -495 SUPPLY EXP. 5202>4500   |
| 100318 01 | 6460 | FINANCIAL AID ADMIN        | 128000  | ACADEMIC-NI/REG-COUNSELORS |          | -10000 FOR TRAVEL/CONFERENCE |
| 100318 01 | 6460 | FINANCIAL AID ADMIN        | 520200  | TRAVEL/CONFERENCE-ADMIN    | 10000    | FOR TRAVEL/CONFERENCE        |
| 100319 42 | 0006 | "V.V.C.CAMPUS-VICTORVILLE" | 612000  | SITE IMPROVEMENTS          | 529482   | PKG LOTS                     |
| 100319 42 | 0006 | "V.V.C.CAMPUS-VICTORVILLE" | 620000  | BUILDINGS-NEW & REMODEL    | 436      | PKG LOTS                     |
| 100319 42 | 0006 | "V.V.C.CAMPUS-VICTORVILLE" | 620000  | BUILDINGS-NEW & REMODEL    | 25480    | PKG LOTS                     |
| 100319 42 | 0015 | BOND: PUB SAFETY TRNG CTR  | 620000  | BUILDINGS-NEW & REMODEL    | 15908    | PKG LOTS                     |
| 100319 42 | 0015 | BOND: PUB SAFETY TRNG CTR  | 620000  | BUILDINGS-NEW & REMODEL    |          | -571978 PKG LOTS             |
| 100319 42 | 0017 | ONE STOP: STU SVCS BLDG    | 620000  | BUILDINGS-NEW & REMODEL    | 672      | PKG LOTS                     |
| 100320 42 | 0000 | DISTRICT-WIDE HOLDING PRGM | 450000  | OTHER SUPPLIES             |          | -1500 TO COVER NEG ACCTS     |
| 100320 42 | 0000 | DISTRICT-WIDE HOLDING PRGM | 520200  | TRAVEL/CONFERENCE-ADMIN    |          | -660 TO COVER NEG ACCTS      |
| 100320 42 | 0006 | "V.V.C.CAMPUS-VICTORVILLE" | 450000  | OTHER SUPPLIES             | 577      | TO COVER NEG ACCTS           |
| 100320 42 | 0015 | BOND: PUB SAFETY TRNG CTR  | 620000  | BUILDINGS-NEW & REMODEL    | 1583     | TO COVER NEG ACCTS           |
| 100321 01 | 0000 | DISTRICT-WIDE HOLDING PRGM | 862100  | HANDICAPPED STUDENT ALLOW  | 44828    | BGT UPDATE                   |
| 100321 01 | 6420 | DISABLED STU PROG/SERVICE  | 128300  | COUNSELOR'S SUMMER SALARY  | 29050    | BGT UPDATE                   |
| 100321 01 | 6420 | DISABLED STU PROG/SERVICE  | 148000  | ACADEMIC-NI/NR-COUNSELORS  | 1284     | BGT UPDATE                   |
| 100321 01 | 6420 | DISABLED STU PROG/SERVICE  | 249400  | CLASS SUBS/INST            | 699      | BGT UPDATE                   |
| 100321 01 | 6420 | DISABLED STU PROG/SERVICE  | 311000  | STATE TCHRS RTMT SYSTEM    | 1780     | BGT UPDATE                   |
| 100321 01 | 6420 | DISABLED STU PROG/SERVICE  | 341000  | HEALTH AND WELFARE         | 9692     | BGT UPDATE                   |
| 100321 01 | 6420 | DISABLED STU PROG/SERVICE  | 450000  | OTHER SUPPLIES             | 1481     | BGT UPDATE                   |
| 100321 01 | 6420 | DISABLED STU PROG/SERVICE  | 520000  | TRAVEL/CONFERENCE-INSTRUC  | 842      | BGT UPDATE                   |

VICTOR VALLEY COLLEGE  
 BUDGET TRANSFER REPORT  
 FROM 05/15/10 TO 06/11/10

6/14/2010

| Ref. No.  | Fund | Program                   | Account | Amount                      |          | Description               |
|-----------|------|---------------------------|---------|-----------------------------|----------|---------------------------|
|           |      |                           |         | Increase                    | Decrease |                           |
| 100322 01 | 6420 | DISABLED STU PROG/SERVICE | 218000  | CLASSIFIED-NI/REG           | 33792    | OB 5691->2180             |
| 100322 01 | 6420 | DISABLED STU PROG/SERVICE | 569100  | PRIOR YEAR ROLLOVERS        |          | -33792 OB 5691->2180      |
| 100323 01 | 0948 | AUTOMOTIVE TECHNOLOGY     | 130000  | TEACHERS SALARY-HOURLY      |          | -9927 OB 1300->4300/6400  |
| 100323 01 | 0948 | AUTOMOTIVE TECHNOLOGY     | 430000  | INSTRUCTIONAL SUPPLIES      | 8083     | OB 1300->4300/6400        |
| 100323 01 | 0948 | AUTOMOTIVE TECHNOLOGY     | 640000  | NEW EQUIPMENT               | 1844     | OB 1300->4300/6400        |
| 100324 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 239100  | CLASS-REG/FT-OVERTIME       |          | -10533 TO COVER NEG BAL   |
| 100324 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 248000  | CLASS-I/NR-STUDENTS         |          | -3972 TO COVER NEG BAL    |
| 100324 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 450000  | OTHER SUPPLIES              | 1433     | TO COVER NEG BAL          |
| 100324 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 520000  | TRAVEL/CONFERENCE-INSTRUC   |          | -5863 TO COVER NEG BAL    |
| 100324 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 520200  | TRAVEL/CONFERENCE-ADMIN     | 18793    | TO COVER NEG BAL          |
| 100324 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 565000  | CONTRACTS-MAINT AGREEMENTS  | 142      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 128000  | ACADEMIC-NI/REG-COUNSELORS  | 2004     | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 128000  | ACADEMIC-NI/REG-COUNSELORS  |          | -4991 TO COVER NEG BAL    |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 135000  | PERSONAL SERVICES           | 1410     | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 135000  | PERSONAL SERVICES           | 1996     | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 218000  | CLASSIFIED-NI/REG           | 5935     | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 218000  | CLASSIFIED-NI/REG           | 5627     | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 239000  | CLASS-SHORT TERM/TEMP/NI    | 9504     | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 239000  | CLASS-SHORT TERM/TEMP/NI    | 9216     | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 239100  | CLASS-REG/FT-OVERTIME       | 10978    | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 239400  | CLASS SUBS/NI               | 582      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 311000  | STATE TCHRS RTMT SYSTEM     | 770      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 311000  | STATE TCHRS RTMT SYSTEM     | 594      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 321000  | PUBLIC EMPLOYEES RET SYSTEM | 950      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 321000  | PUBLIC EMPLOYEES RET SYSTEM | 127      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 331000  | OASDI                       | 1288     | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 331000  | OASDI                       | 372      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 331500  | MEDICARE 1.45%              | 577      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 331500  | MEDICARE 1.45%              | 318      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 335000  | PUBLIC AGENCY RET SYSTEM    | 366      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 335000  | PUBLIC AGENCY RET SYSTEM    | 200      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 341000  | HEALTH AND WELFARE          | 2534     | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 341000  | HEALTH AND WELFARE          |          | -8472 TO COVER NEG BAL    |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 351000  | STATE UNEMPLOYMENT INS      | 119      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 351000  | STATE UNEMPLOYMENT INS      | 32       | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 361000  | WORKERS COMPENSATION        | 770      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 361000  | WORKERS COMPENSATION        | 491      | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 430000  | INSTRUCTIONAL SUPPLIES      |          | -4987 TO COVER NEG BAL    |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 450000  | OTHER SUPPLIES              | 1935     | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 520000  | TRAVEL/CONFERENCE-INSTRUC   |          | -10911 TO COVER NEG BAL   |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 520200  | TRAVEL/CONFERENCE-ADMIN     |          | -23462 TO COVER NEG BAL   |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 530000  | DUES & MEMBERSHIPS          |          | -1118 TO COVER NEG BAL    |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 542000  | LIABILITY INSURANCE         | 95       | TO COVER NEG BAL          |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 584000  | CONTRACTED SERVICES         |          | -13743 TO COVER NEG BAL   |
| 100325 01 | 6350 | STU SUPPORT SVCS-TITLE IV | 584000  | CONTRACTED SERVICES         | 8894     | TO COVER NEG BAL          |
| 100327 01 | 1305 | CHILD DEVELOPMENT         | 430000  | INSTRUCTIONAL SUPPLIES      |          | -10000 EARLY CHILD MENTOR |
| 100327 01 | 1305 | CHILD DEVELOPMENT         | 590000  | OTHER EXPENSE               | 10000    | EARLY CHILD MENTOR        |
| 100328 01 | 6772 | CAMPUS POLICE/PARKING     | 239100  | CLASS-REG/FT-OVERTIME       | 1000     | TO COVER NEG BAL          |
| 100328 01 | 6772 | CAMPUS POLICE/PARKING     | 321000  | PUBLIC EMPLOYEES RET SYS    | 5000     | TO COVER NEG BAL          |
| 100328 01 | 6772 | CAMPUS POLICE/PARKING     | 331000  | OASDI                       | 3000     | TO COVER NEG BAL          |
| 100328 01 | 6772 | CAMPUS POLICE/PARKING     | 331500  | MEDICARE 1.45%              | 700      | TO COVER NEG BAL          |
| 100328 01 | 6772 | CAMPUS POLICE/PARKING     | 341000  | HEALTH AND WELFARE          | 4100     | TO COVER NEG BAL          |
| 100328 01 | 6772 | CAMPUS POLICE/PARKING     | 351000  | STATE UNEMPLOYMENT INS      | 120      | TO COVER NEG BAL          |
| 100328 01 | 6772 | CAMPUS POLICE/PARKING     | 361000  | WORKERS COMPENSATION        | 2000     | TO COVER NEG BAL          |
| 100328 01 | 6772 | CAMPUS POLICE/PARKING     | 450000  | OTHER SUPPLIES              |          | -5000 TO COVER NEG BAL    |
| 100328 01 | 6772 | CAMPUS POLICE/PARKING     | 520200  | TRAVEL/CONFERENCE-ADMIN     |          | -10029 TO COVER NEG BAL   |
| 100328 01 | 6772 | CAMPUS POLICE/PARKING     | 574000  | ASSESSMENT FEE              |          | -891 TO COVER NEG BAL     |
| 100329 01 | 0843 | WOMENS SOFTBALL           | 520000  | TRAVEL/CONFERENCE-INSTRUC   | 642      | TRAVEL EXPENSE            |
| 100329 01 | 0847 | MENS FOOTBALL             | 520000  | TRAVEL/CONFERENCE-INSTRUC   |          | -642 TRAVEL EXPENSE       |

VICTOR VALLEY COLLEGE  
 BUDGET TRANSFER REPORT  
 FROM 05/15/10 TO 06/11/10

6/14/2010

| Ref. No. | Fund | Program                         | Account                           | Amount   |          | Description               |
|----------|------|---------------------------------|-----------------------------------|----------|----------|---------------------------|
|          |      |                                 |                                   | Increase | Decrease |                           |
| 100330   | 01   | 0956 INDUS TECH-WELDING         | 430000 INSTRUCTIONAL SUPPLIES     | 410      |          | SUPPLIES EXP.             |
| 100330   | 01   | 0956 INDUS TECH-WELDING         | 564000 CONTRACTS-REPAIRS          |          | -410     | SUPPLIES EXP.             |
| 100331   | 01   | 6040 DEAN-STEM ACADEMIC PRGMS   | 127500 ACADEMIC-NI/ADMIN-STIPENDS |          | -1500    | CORRECT FROM 1275 TO 5275 |
| 100331   | 01   | 6040 DEAN-STEM ACADEMIC PRGMS   | 527500 BUSINESS EXPENSE STIPENDS  | 1500     |          | CORRECT FROM 1275 TO 5275 |
| 100332   | 01   | 0700 COMPUTER & INFORMATION SCI | 640000 NEW EQUIPMENT              |          | -23292   | FOR COMPUTER PARTS        |
| 100332   | 01   | 0700 COMPUTER & INFORMATION SCI | 640500 COMPUTERS                  | 23292    |          | FOR COMPUTER PARTS        |
| 100333   | 01   | 0000 DISTRICT-WIDE HOLDING PRGM | 869900 STATE INCOME - MISC        | 133132   |          | WIB #2:PHLEB              |
| 100333   | 01   | 1205 PHLEBOTOMY                 | 130000 TEACHERS SALARY-HOURLY     | 25900    |          | WIB #2:PHLEB              |
| 100333   | 01   | 1205 PHLEBOTOMY                 | 135000 PERSONAL SERVICES          | 14400    |          | WIB #2:PHLEB              |
| 100333   | 01   | 1205 PHLEBOTOMY                 | 430000 INSTRUCTIONAL SUPPLIES     | 6666     |          | WIB #2:PHLEB              |
| 100333   | 01   | 1205 PHLEBOTOMY                 | 569000 INDIRECT COST              | 39687    |          | WIB #2:PHLEB              |
| 100333   | 01   | 1205 PHLEBOTOMY                 | 584000 CONTRACTED SERVICES        | 4000     |          | WIB #2:PHLEB              |
| 100333   | 01   | 1205 PHLEBOTOMY                 | 590000 OTHER EXPENSE              | 10813    |          | WIB #2:PHLEB              |
| 100333   | 01   | 1205 PHLEBOTOMY                 | 640000 NEW EQUIPMENT              | 6666     |          | WIB #2:PHLEB              |
| 100333   | 01   | 1205 PHLEBOTOMY                 | 761000 STUDENT BOOK SERVICE       | 5000     |          | WIB #2:PHLEB              |
| 100333   | 01   | 1205 PHLEBOTOMY                 | 762000 OTHER SERVICES - STUDENTS  | 20000    |          | WIB #2:PHLEB              |
| 100334   | 01   | 0000 DISTRICT-WIDE HOLDING PRGM | 869900 STATE INCOME - MISC        | 68990    |          | EKG BGT SETUP             |
| 100334   | 01   | 1207 RESPIRATORY THERAPY        | 130000 TEACHERS SALARY-HOURLY     | 10990    |          | EKG BGT SETUP             |
| 100334   | 01   | 1207 RESPIRATORY THERAPY        | 135000 PERSONAL SERVICES          | 2500     |          | EKG BGT SETUP             |
| 100334   | 01   | 1207 RESPIRATORY THERAPY        | 430000 INSTRUCTIONAL SUPPLIES     | 1000     |          | EKG BGT SETUP             |
| 100334   | 01   | 1207 RESPIRATORY THERAPY        | 569000 INDIRECT COST              | 25220    |          | EKG BGT SETUP             |
| 100334   | 01   | 1207 RESPIRATORY THERAPY        | 584000 CONTRACTED SERVICES        | 2500     |          | EKG BGT SETUP             |
| 100334   | 01   | 1207 RESPIRATORY THERAPY        | 640000 NEW EQUIPMENT              | 10000    |          | EKG BGT SETUP             |
| 100334   | 01   | 1207 RESPIRATORY THERAPY        | 761000 STUDENT BOOK SERVICE       | 15000    |          | EKG BGT SETUP             |
| 100334   | 01   | 1207 RESPIRATORY THERAPY        | 762000 OTHER SERVICES - STUDENTS  | 1780     |          | EKG BGT SETUP             |
| 100335   | 01   | 0000 DISTRICT-WIDE HOLDING PRGM | 869900 STATE INCOME - MISC        | 202710   |          | SOLAR BGT SETUP           |
| 100335   | 01   | 0946 SOLAR TECHNICIAN PROGRAM   | 130000 TEACHERS SALARY-HOURLY     | 48860    |          | SOLAR BGT SETUP           |
| 100335   | 01   | 0946 SOLAR TECHNICIAN PROGRAM   | 135000 PERSONAL SERVICES          | 14000    |          | SOLAR BGT SETUP           |
| 100335   | 01   | 0946 SOLAR TECHNICIAN PROGRAM   | 430000 INSTRUCTIONAL SUPPLIES     | 15000    |          | SOLAR BGT SETUP           |
| 100335   | 01   | 0946 SOLAR TECHNICIAN PROGRAM   | 569000 INDIRECT COST              | 69000    |          | SOLAR BGT SETUP           |
| 100335   | 01   | 0946 SOLAR TECHNICIAN PROGRAM   | 584000 CONTRACTED SERVICES        | 5000     |          | SOLAR BGT SETUP           |
| 100335   | 01   | 0946 SOLAR TECHNICIAN PROGRAM   | 640000 NEW EQUIPMENT              | 20000    |          | SOLAR BGT SETUP           |
| 100335   | 01   | 0946 SOLAR TECHNICIAN PROGRAM   | 761000 STUDENT BOOK SERVICE       | 1000     |          | SOLAR BGT SETUP           |
| 100335   | 01   | 0946 SOLAR TECHNICIAN PROGRAM   | 762000 OTHER SERVICES - STUDENTS  | 29850    |          | SOLAR BGT SETUP           |
| 100336   | 01   | 0000 DISTRICT-WIDE HOLDING PRGM | 869900 STATE INCOME - MISC        | 123720   |          | HYBRID BGT SETUP          |
| 100336   | 01   | 0948 AUTOMOTIVE TECHNOLOGY      | 130000 TEACHERS SALARY-HOURLY     | 18620    |          | HYBRID BGT SETUP          |
| 100336   | 01   | 0948 AUTOMOTIVE TECHNOLOGY      | 135000 PERSONAL SERVICES          | 5400     |          | HYBRID BGT SETUP          |
| 100336   | 01   | 0948 AUTOMOTIVE TECHNOLOGY      | 430000 INSTRUCTIONAL SUPPLIES     | 12400    |          | HYBRID BGT SETUP          |
| 100336   | 01   | 0948 AUTOMOTIVE TECHNOLOGY      | 569000 INDIRECT COST              | 31300    |          | HYBRID BGT SETUP          |
| 100336   | 01   | 0948 AUTOMOTIVE TECHNOLOGY      | 584000 CONTRACTED SERVICES        | 4000     |          | HYBRID BGT SETUP          |
| 100336   | 01   | 0948 AUTOMOTIVE TECHNOLOGY      | 640000 NEW EQUIPMENT              | 15000    |          | HYBRID BGT SETUP          |
| 100336   | 01   | 0948 AUTOMOTIVE TECHNOLOGY      | 761000 STUDENT BOOK SERVICE       | 1000     |          | HYBRID BGT SETUP          |
| 100336   | 01   | 0948 AUTOMOTIVE TECHNOLOGY      | 762000 OTHER SERVICES - STUDENTS  | 36000    |          | HYBRID BGT SETUP          |
| 100337   | 01   | 6570 UTILITIES                  | 552500 FUEL - GASOLINE            |          | -2400    | OB 5525->5550             |
| 100337   | 01   | 6570 UTILITIES                  | 555000 TRASH SERVICES             | 2400     |          | OB 5525->5550             |


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

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

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

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, JULY 13 2010**

|                               | General Fund  | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Revenue Bond | Student Cntr Fee |
|-------------------------------|---------------|-----------------|-------------------|--------------------|--------------|------------------|
| BATCH 937A                    |               |                 |                   |                    |              |                  |
| BATCH 938                     | \$ 19,314.29  |                 | \$ 72,643.11      |                    |              |                  |
| BATCH 939                     |               | \$201.46        |                   |                    |              |                  |
| BATCH 940                     | \$ 3,312.09   |                 |                   |                    |              |                  |
| BATCH 941                     | \$ 50,544.13  |                 |                   |                    |              |                  |
| BATCH 941A                    | \$ 2,602.85   |                 |                   |                    |              |                  |
| BATCH 942                     |               |                 |                   |                    | \$ 1,106.57  |                  |
| BATCH 942A                    |               |                 |                   |                    | \$ 8,110.94  |                  |
| BATCH 943                     | \$ 3,221.67   |                 |                   |                    |              |                  |
| BATCH 944                     | \$ 20,664.93  |                 |                   |                    |              |                  |
| BATCH 944A                    | \$ 2,606.68   |                 |                   |                    |              |                  |
| BATCH 945                     | \$ 32,360.10  |                 |                   |                    |              |                  |
| BATCH 946                     | \$ 2,276.67   |                 |                   |                    |              |                  |
| BATCH 946A                    | \$ 31,330.85  |                 |                   |                    |              |                  |
| BATCH 947                     | \$ 400.83     |                 |                   |                    |              |                  |
| BATCH 948                     |               |                 |                   |                    | \$ 205.98    |                  |
| BATCH 949                     |               |                 |                   |                    | \$ 446.30    |                  |
| BATCH 950                     |               |                 |                   |                    | \$ 13,195.23 |                  |
| BATCH 951                     |               |                 |                   |                    | \$ 6,333.33  |                  |
| BATCH 952                     | \$ 3,741.39   |                 |                   |                    |              |                  |
| BATCH 952A                    | \$ 3,613.00   |                 |                   |                    |              |                  |
| BATCH 953                     | \$ 8,183.91   |                 |                   |                    |              |                  |
| BATCH 954 CONTAINS NO PAYMENT |               |                 |                   |                    |              |                  |
| BATCH 955                     | \$ 6,542.53   |                 |                   |                    |              |                  |
| BATCH 956                     | \$ 6,336.36   |                 |                   |                    |              |                  |
| BATCH 957                     |               |                 | \$ 1,645.22       |                    |              |                  |
| BATCH 957A                    |               |                 | \$ 49,247.44      |                    |              |                  |
| BATCH 958                     | \$ 130.00     |                 |                   |                    |              |                  |
| BATCH 959 CONTAINS NO PAYMENT |               |                 |                   |                    |              |                  |
| BATCH 960                     | \$ 9,196.04   |                 |                   |                    |              |                  |
| BATCH 960A                    | \$ 173,062.25 |                 |                   |                    |              |                  |
| BATCH 961 CONTAINS NO PAYMENT |               |                 |                   |                    |              |                  |
| BATCH 961A                    |               |                 | \$ 56,137.50      |                    |              |                  |
| BATCH 962 VOIDED              |               |                 |                   |                    |              |                  |

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, JULY 13 2010**

|                               | General Fund  | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Revenue Bond  | Student Cntr Fee |
|-------------------------------|---------------|-----------------|-------------------|--------------------|---------------|------------------|
| BATCH 962A                    |               |                 |                   |                    |               |                  |
| BATCH 963                     | \$ 1,034.35   |                 |                   |                    | \$ 3,314.40   |                  |
| BATCH 964                     | \$ 4,459.50   |                 |                   |                    |               |                  |
| BATCH 965                     | \$ 8,270.83   |                 |                   |                    |               |                  |
| BATCH 965A                    | \$ 13,926.00  |                 |                   |                    |               |                  |
| BATCH 966                     |               |                 | \$ 154.00         |                    |               |                  |
| BATCH 967                     | \$ 110.00     |                 |                   |                    |               |                  |
| BATCH 968                     | \$ 38,683.94  |                 |                   |                    |               |                  |
| BATCH 969                     | \$ 3,607.95   |                 |                   |                    |               |                  |
| BATCH 970 CONTAINS NO PAYMENT |               |                 |                   |                    |               |                  |
| BATCH 971                     | \$ 22,153.04  |                 |                   |                    |               |                  |
| BATCH 971A                    | \$ 104,632.56 |                 |                   |                    |               |                  |
| BATCH 972                     | \$ 11,414.52  |                 |                   |                    |               |                  |
| BATCH 973                     |               | \$2,903.37      |                   |                    |               |                  |
| BATCH 974 CONTAINS NO PAYMENT |               |                 |                   |                    |               |                  |
| BATCH 947A                    |               |                 |                   |                    | \$ 124,547.00 |                  |
| BATCH 975                     |               |                 |                   | 10.94              |               |                  |
| BATCH 975A                    |               |                 | \$ 13,187.50      |                    |               |                  |
| BATCH 976 VOIDED              |               |                 |                   |                    |               |                  |
| BATCH 976A                    |               |                 |                   | 18,925.00          |               |                  |
| BATCH 977 VOIDED              |               |                 |                   |                    |               |                  |
| BATCH 977A                    |               |                 |                   | 6,837.50           |               |                  |
| BATCH 978 VOIDED              |               |                 |                   |                    |               |                  |
| BATCH 978A                    |               |                 |                   |                    |               |                  |
| BATCH 979                     | \$ 1,433.34   |                 |                   |                    |               |                  |
| BATCH 980 VOIDED              |               |                 |                   |                    |               |                  |
| BATCH 980A                    |               |                 |                   | 50,309.50          |               |                  |
| BATCH 981 VOIDED              |               |                 |                   |                    |               |                  |
| BATCH 981A                    |               |                 |                   | 1,457,136.18       |               |                  |
| BATCH 982                     |               |                 |                   | 12,828.60          |               |                  |
| BATCH 983 VOIDED              |               |                 |                   |                    |               |                  |
| BATCH 983A                    | \$ 2,654.32   |                 |                   |                    |               |                  |
| BATCH 984                     |               |                 |                   | 1,527.10           |               |                  |
| BATCH 985                     | \$ 896.64     |                 |                   |                    |               |                  |
| BATCH 986                     | \$ 398.28     |                 |                   |                    |               |                  |
| BATCH 987                     | \$ 35.25      |                 |                   |                    |               |                  |
| BATCH 988                     | \$ 1,478.35   |                 |                   |                    |               |                  |
| BATCH 989                     | \$ 98.00      |                 |                   |                    |               |                  |

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, JUNE 8, 2010**

|                              | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Revenue Bond | Student Cntr Fee |
|------------------------------|--------------|-----------------|-------------------|--------------------|--------------|------------------|
| BATCH 990                    | \$ 4,766.46  |                 |                   |                    |              |                  |
| BATCH 990A                   | \$ 2,418.00  |                 |                   |                    |              |                  |
| BATCH 991                    |              |                 | \$ 404.00         |                    |              |                  |
| BATCH 991A                   |              |                 | \$ 1,334.09       |                    |              |                  |
| BATCH 992                    | \$ 1,265.11  |                 |                   |                    |              |                  |
| BATCH 993                    | \$ 2,037.29  |                 |                   |                    |              |                  |
| BATCH 993A                   | \$ 3,048.99  |                 |                   |                    |              |                  |
| BATCH 994                    | \$ 2,158.44  |                 |                   |                    |              |                  |
| BATCH 995                    | \$ 2,086.13  |                 |                   |                    |              |                  |
| BATCH 996                    | \$ 3,264.60  |                 |                   |                    |              |                  |
| BATCH 997                    | \$ 560.79    |                 |                   |                    |              |                  |
| BATCH 998                    | \$ 8,451.37  |                 |                   |                    |              |                  |
| BATCH 998A                   | \$ 13,533.88 |                 |                   |                    |              |                  |
| BATCH 999                    | \$ 2,980.00  |                 |                   |                    |              |                  |
| BATCH 1000                   | \$ 10,065.99 |                 |                   |                    |              |                  |
| BATCH 1001                   | \$ 15,000.00 |                 |                   |                    |              |                  |
| BATCH 1002                   | \$ 9,277.96  |                 |                   |                    |              |                  |
| BATCH 1003 VOIDED            |              |                 |                   |                    |              |                  |
| BATCH 1003A                  |              |                 |                   |                    | \$ 68,966.00 |                  |
| BATCH 1004                   | \$ 3,976.50  |                 |                   |                    |              |                  |
| BATCH 1005                   | \$ 3,565.56  |                 |                   |                    |              |                  |
| BATCH 1006                   | \$ 9,709.94  |                 |                   |                    |              |                  |
| BATCH 1006A                  | \$ 1,500.00  |                 |                   |                    |              |                  |
| BATCH 1007                   |              |                 |                   | \$ 209.29          |              |                  |
| BATCH 1008                   | \$ 2,865.18  |                 |                   |                    |              |                  |
| BATCH 1009                   | \$ 7,158.02  |                 |                   |                    |              |                  |
| BATCH 1010                   | \$ 95.00     |                 |                   |                    |              |                  |
| BATCH 1011                   | \$ 13,480.86 |                 |                   |                    |              |                  |
| BATCH 1011A                  | \$ 6,008.12  |                 |                   |                    |              |                  |
| BATCH 1012 CONTAINS NO BATCH |              |                 |                   |                    |              |                  |
| BATCH 1013                   | \$ 633.28    |                 |                   |                    |              |                  |
| BATCH 1014                   | \$ 4,831.92  |                 |                   |                    |              |                  |
| BATCH 1015                   | \$ 16,316.11 |                 |                   |                    |              |                  |
| BATCH 1016                   |              |                 | \$ 1,818.00       |                    |              |                  |
| BATCH 1017                   | \$ 1,091.40  |                 |                   |                    |              |                  |
| BATCH 1018                   |              |                 |                   | \$ 132.16          |              |                  |
| BATCH 1019                   | \$ 2,155.00  |                 |                   |                    |              |                  |



**BOARD REPORTS  
BOARD OF TRUSTEES MEETING, JULY 13 2010**

|                              | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Revenue Bond | Student Cntr Fee |
|------------------------------|--------------|-----------------|-------------------|--------------------|--------------|------------------|
| BATCH 1020                   | \$ 543.97    |                 |                   |                    |              |                  |
| BATCH 1021                   | \$ 2,654.85  |                 |                   |                    |              |                  |
| BATCH 1022                   | \$ 807.25    |                 |                   |                    |              |                  |
| BATCH 1023                   | \$ 1,656.89  |                 |                   |                    |              |                  |
| BATCH 1024                   | \$ 3,466.34  |                 |                   |                    |              |                  |
| BATCH 1025 CONTAINS NO BATCH |              |                 |                   |                    |              |                  |
| BATCH 1025A                  | \$ 4,999.99  |                 |                   |                    | \$ 50.00     |                  |
| BATCH 1026                   | \$ 3,570.00  |                 |                   |                    | \$ 13,817.10 |                  |
| BATCH 1027                   |              |                 |                   |                    |              |                  |
| BATCH 1027A                  |              |                 |                   |                    |              |                  |
| BATCH 1028 VOIDED            |              |                 |                   |                    |              |                  |
| BATCH 1028A                  |              |                 |                   |                    |              |                  |
| BATCH 1029                   |              |                 | \$ 156.91         |                    | \$ 2,010.25  |                  |
| BATCH 1030                   | \$ 3,049.61  |                 |                   |                    |              |                  |
| BATCH 1031                   | \$ 4,076.55  |                 |                   |                    |              |                  |
| BATCH 1032                   | \$ 426.73    |                 |                   |                    |              |                  |
| BATCH 1032A                  | \$ 5,580.00  |                 |                   |                    |              |                  |
| BATCH 1033 VOIDED            |              |                 |                   |                    |              |                  |
| BATCH 1033A                  |              |                 |                   |                    |              |                  |
| BATCH 1034 VOIDED            |              |                 |                   |                    |              |                  |
| BATCH 1034A                  |              |                 |                   |                    |              |                  |
| BATCH 1035                   | \$ 3,726.59  |                 | \$ 14,875.00      |                    |              |                  |
| BATCH 1036                   | \$ 36,821.47 |                 |                   |                    |              |                  |
| BATCH 1037                   |              |                 |                   | \$ 188.23          |              |                  |
| BATCH 1038                   | \$ 10,429.28 |                 |                   |                    |              |                  |
| BATCH 1039 VOIDED            |              |                 |                   |                    |              |                  |
| BATCH 1039A                  |              |                 |                   |                    |              |                  |
| BATCH 1040                   | \$ 13,980.73 |                 |                   | \$ 372,482.40      |              |                  |
| BATCH 1040A                  | \$ 6,058.05  |                 |                   |                    |              |                  |
| BATCH 1041                   | \$ 150.00    |                 |                   |                    |              |                  |
| BATCH 1042                   | \$ 2,706.31  |                 |                   |                    |              |                  |
| BATCH 1043                   | \$ 6,332.55  |                 |                   |                    |              |                  |
| BATCH 1043A                  | \$ 2,052.00  |                 |                   |                    |              |                  |
| BATCH 1044                   | \$ 16,651.01 |                 |                   |                    |              |                  |
| BATCH 1045                   |              |                 | \$ 130.55         |                    |              |                  |
| BATCH 1046                   | \$ 2,253.77  |                 |                   |                    |              |                  |

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, JULY 13 2010**


|                   | General Fund | Insurance Trust | Cap Projects Fund | Child Dev Ctr Fund | Revenue Bond | Student Cntr Fee |
|-------------------|--------------|-----------------|-------------------|--------------------|--------------|------------------|
| BATCH 1046A       | \$ 30,774.64 |                 |                   |                    |              |                  |
| BATCH 1047 VOIDED |              |                 |                   |                    |              |                  |
| BATCH 1047A       |              |                 |                   |                    |              |                  |
| BATCH 1048        | \$ 262.50    |                 |                   |                    |              |                  |
| BATCH 1049        | \$ 50,768.27 |                 |                   |                    |              |                  |
| BATCH 1049A       | \$ 54,041.49 |                 |                   |                    |              |                  |
| BATCH 1050        | \$ 3,763.00  |                 |                   |                    |              |                  |
|                   |              |                 |                   |                    |              | \$ 58,201.49     |


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

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

**TOPIC:** AGREEMENT RENEWAL – KEENAN & ASSOCIATES  
LOSS CONTROL SERVICES AGREEMENT

**SUBMITTED BY:** Deedee Orta, Administrative Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to renew its agreement with Keenan & Associates to provide loss control services as needed for the 2010-2011 fiscal year. These services are intended to promote safety awareness, assist in the identification of conditions which may pose a risk of bodily injury and/or property damage, and offer recommendations to help mitigate the District's risk of loss.

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

**Need:**

This is an annual renewal that is needed to provide loss control services for the District. There will only be a cost to the District if training services are provided.

**Fiscal Impact:** Not to exceed \$20,000 – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Keenan and Associates not to exceed \$20,000.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

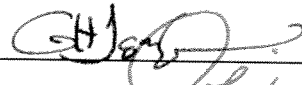
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: AGREEMENT – HI DESERT ALARM

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 Hi Desert Alarm to furnish and install a rapid notification system at the Human Resources Department for Campus Police assistance.

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

**Need:**

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

**Fiscal Impact:** \$600.00 – Fund 71 Expenditure

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hi Desert Alarm in the amount of \$600.00 to furnish and install a rapid notification system at the Human Resources Department.

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

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


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

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

**TOPIC:** AGREEMENT RENEWAL – HESPERIA UNIFIED SCHOOL DISTRICT

**SUBMITTED BY:** G.H. Javaheripour, Administrative Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to renew its agreement with Hesperia Unified School District to lease 6 classroom spaces at Hesperia High School to hold college courses at this site. This initiative will generate additional enrollment that will facilitate center status for the Westside Campus.

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

**Need:**

In preparation for certificated programs and degrees that will be offered at the Westside Campus.

**Fiscal Impact:** \$15,000.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement renewal with Hesperia Unified School District in the amount of \$15,000.00

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

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

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

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

**TOPIC:** AGREEMENTS - CONTRACT EDUCATION SERVICES

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

**RECOMMENDED BY:** Mark 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 in the Contract Education Department.

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

| Vendor:   | Contract Amount     | Estimated Income to District |
|---|---------------------|------------------------------|
| Boston Reed College – Pharmacy Tech                 | \$63,600.00         | \$14,250.00                  |
| Boston Reed College – EKG Tech                      | \$46,350.00         | \$ 9,000.00                  |
| Boston Reed College – Orthopedic Tech               | \$66,600.00         | \$11,250.00                  |
| Liberty Tax Service                                 | \$700.00            | \$ 700.00                    |
| Archangel   | 2,000.00            | \$ 2,000.00                  |
| Notary Public Seminars – Become a Notary in One Day | 2,000.00            | \$ 2,000.00                  |
| Notary Public Seminars – Renewing Notaries          | 1,000.00            | \$ 1,000.00                  |
| <b>Total:</b>                                       | <b>\$182,250.00</b> | <b>\$40,200.00</b>           |

**Need:**

The vendor will provide various workshops through Contract Education Services.

**Fiscal Impact:** \$ 40,200.00 income to the District

**Recommended Action:**

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

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

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

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

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

**TOPIC:** AGREEMENTS - CONTRACT EDUCATION SERVICES

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

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

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

**Description/Background:**

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

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

| Vendor:                   | Income to the District |
|---------------------------|------------------------|
| La Fiesta Restaurant      | \$ 300.00              |
| Lupes Mexican restaurant  | \$ 300.00              |
| GoBangkok Restaurant      | \$ 300.00              |
| Linko Sushi Restaurant    | \$ 300.00              |
| United Methodist Church   | \$ 300.00              |
| Senora Cantina            | \$ 300.00              |
| IHOP Restaurant - Barstow | \$ 300.00              |
| Pool Club Sports Bar      | \$ 300.00              |
| Hesperia Leisure League   | \$ 300.00              |
| Rancho Mexicana           | \$ 300.00              |
| Total:                    | \$ 3,000.00            |

**Need:**

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

**Fiscal Impact:**

\$3,000.00 Income to the District

**Recommended Action:**

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

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

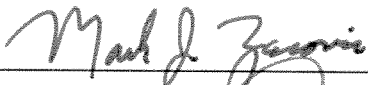
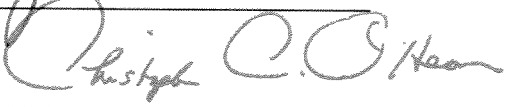
**Reference for Agenda:** YES \_\_\_ NO X

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

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

**TOPIC:** STUDENT FEES – NURSING PROGRAM

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

**RECOMMENDED BY:** Mark Zacovic   
**APPROVED BY:** Christopher C. O'Hearn 

**Description/Background:**

The District desires to approve the fees for a Comprehensive Assessment and Review Package (CARP) from Assessment Technologies Inc. (ATI). Costs are divided based on four (4) semesters. These fees include review books, DVDs, online reviews, proctored testing, pre & post critical thinking testing, NCLEX (state licensure exam) preparation, and study skills.

**Need:**

To meet program and college accreditation requirements regarding student learning outcomes tied to improved knowledge leading to increased student success.

Fall 2010 Costs:  
NURS 221 - \$135  
NURS 222 - \$ 99  
NURS 223 - \$ 99  
NURS 224 - \$ 90

Spring 2011 Costs:  
NURS 221 - \$139  
NURS 222 - \$106  
NURS 223 - \$ 99  
NURS 224 - \$ 99

Fall 2011 Costs:  
NURS 221 – Unknown  
NURS 222 - \$106  
NURS 223 - \$106  
NURS 224 - \$ 99

Note: Costs per student, per semester are based on the entering cohort of students. Additionally, costs will increase periodically depending on the cost to the vendor. District costs for sales tax paid to the state are passed on to the students or supplemented by grant funding.

**Fiscal Impact:**

None.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve the student fees for the nursing program and to associate these costs for CARP to the courses listed above.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: REVISED - ASSOCIATED STUDENT BODY CONSTITUTION

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

RECOMMENDED BY: Mark Zacovic Mark J. Zacovic

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

**Description/Background:**

The District desires to approve the revisions that were made to the Associated Student Body (ASB) Constitution. Specifically, to align student senators with the current academic departments. The changes were approved by the ASB Council on April 23, 2010 and adopted by the Student Body, May 12, 2010.

A copy of the Associated Student Body Constitution is available for review in the Superintendent/President's Office.

**Need:**

Revisions of the Associated Student Body Constitution are to be approved by the Victor Valley College Board of Trustees. The Constitution shall be officially proclaimed and have full force and effect as of that date.

**Fiscal Impact:** None

**Recommended Action:** It is recommended by the Superintendent/President that the Board of Trustees approve the revisions to the Associated Student Body Constitution.

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

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

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

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

TOPIC: AGREEMENT – WILLIAM GARRISON

SUBMITTED BY: Janet Long, Director, TRIO Programs

RECOMMENDED BY: Mark 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 William Garrison. The period of this agreement is from August 9, 2010 to August 12, 2010.

**Need:**

To conduct an on-site review of the Student Support Services (SSS) Program which will include a compliance and performance assessment as well as a detailed written report describing the findings.

**Fiscal Impact:**

Budgeted. \$4,350.00 – 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 William Garrison to conduct an on-site review of the SSS Program. The period of this agreement is from August 9, 2010 to August 12, 2010.

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

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

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

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

**TOPIC:** AGREEMENT – GREEN VALLEY HOME HEALTH SERVICE

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

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

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

**Description/Background:**

The District desires to approve an agreement between Victor Valley Community College District and Green Valley Home Health Service. The agreement begins August 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice to the other party provided, however, that no such termination shall be effective until the end of the academic term that is in session at that time.

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

**Need:**

For students to attend required clinical hours for Health Information Management Technician (HIMT) and other Health Sciences programs of the District.

**Fiscal Impact:**

None.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve the agreement between Victor Valley Community College District and Green Valley Home Health Service. The agreement begins August 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice to the other party provided, however, that no such termination shall be effective until the end of the academic term that is in session at that time.

**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 –APPLE VALLEY CATERING/ EBR EVENTS, LLC

SUBMITTED BY: Janet Long, Director, TRIO Programs

RECOMMENDED BY: Mark 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 Apple Valley Catering/ EBR Events, LLC. The date of this agreement is July 30, 2010.

**Need:**

To provide catering services for the Upward Bound Math & Science year end banquet for 100 participants.

**Fiscal Impact:**

Budgeted. Not to exceed \$3,000.00 – 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 Apple Valley Catering/EBR Events, LLC, to provide catering services for the Upward Bound Math & Science year end banquet on July 30, 2010.

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

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

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

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

**TOPIC:** AGREEMENT –APPLE VALLEY CATERING/ EBR EVENTS, LLC

**SUBMITTED BY:** Janet Long, Director, TRIO Programs

**RECOMMENDED BY:** Mark 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 Apple Valley Catering/ EBR Events, LLC. The period of this agreement is July 29, 2010.

**Need:**

To provide catering services for the Upward Bound Math & Science Summer Academy Banquet for 150 participants.

**Fiscal Impact:**

Budgeted. \$2,386.16 – 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 Apple Valley Catering/EBR Events, LLC, to provide catering services for the Upward Bound Math & Science Summer Academy Banquet.

**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:** OUT OF COUNTRY TRAVEL – COSTA RICA

**SUBMITTED BY:** Dino Bozonelos, Political Science

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

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

**Description/Background:**

The District desires to approve out of country travel to Costa Rica. The travel is to allow students from the Political Science and Agriculture and Natural Resources Departments to travel to Rancho Mastatal, Costa Rica to attend a 13-day Sustainable Development workshop from July 21, 2010, through August 02, 2010. Students will be accompanied by Professor of Political Science, Dino Bozonelos and Professor of Agriculture and Natural Resources, Neville Slade.

**Students:**

- |               |               |              |
|---------------|---------------|--------------|
| Erika Gill    | Theresa Lopez | Jason Hunkin |
| Rachel Keele  | Arlene Vigil  |              |
| Chris Dustin  | James Vigil   |              |
| Sheri Schmoll | Joseph Vigil  |              |
| Robert Lazak  | Jason Colburn |              |

**Need:**

The Costa Rica trip is part of the experiential learning process through the Mojave Sustainability Project and the Sustainable Development Program at Victor Valley Community College.

**Fiscal Impact:** None to the District. All costs are pre-paid. The Mojave Sustainability Project will cover expense of attendance and admission at \$1,000.00 per person. The Associated Student Body, faculty, and students will cover the expense of the airline tickets at \$500.00 per person. All other costs will be borne by the students and faculty.

**Recommended Action:**

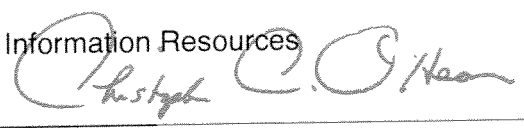
It is recommended by the Superintendent/President that the Board of Trustees approve out of country travel to Rancho Mastatal, Costa Rica to attend a 13-day Sustainable Development workshop from July 21, 2010, through August 02, 2010. Students will be accompanied by Professor of Political Science, Dino Bozonelos and Professor of Agriculture and Natural Resources, Neville Slade.

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

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

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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – DATALINK NETWORKS  
SUBMITTED BY: Frank Smith, Technology & Information Resources  
APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with Datalink Networks to provide a design and implementation plan for the migration of Novell/GroupWise to Microsoft/exchange services (Phase 1 of 2).

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

**Need:**

This needed to maintain our schedule project timeline for completion of this migration by June 30, 2011.

**Fiscal Impact:** \$36,000.00 Budgeted Item over a three year period.

**Recommended Action:**

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Datalink Networks it the amount of \$36,000.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** SPECIAL FUNDING GRANT AWARD

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

**RECOMMENDED BY:** Mark Zacovic Mark J. Zacovic  
Christopher C. O'Hearn

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

**Description/Background:**

The District desires to approve the 2010-12 Enrollment Growth and Retention Program funding award, offered through the California Community College Chancellor's Office.

**Need:**

For the registered Nursing Program to increase enrollment and improve retention through remediation and enhanced learning in a simulation skills laboratory

**Fiscal Impact:**

\$321,874 income to the District over two years.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve the Enrollment Growth and Retention Program funding award as presented.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



**Geneva Baker - Notice of Intent to Award -- 10-116, Enrollment Growth and Retention**

**From:** "Pulse, Kathy" <KPULSE@CCCCO.edu>  
**Date:** 6/4/2010 1:56 PM  
**Subject:** Notice of Intent to Award -- 10-116, Enrollment Growth and Retention

STATE OF CALIFORNIA

JACK SCOTT, CHANCELLOR

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET  
SACRAMENTO, CA 95811-6549  
(916) 445-8752  
<http://www.cccco.edu>



June  
2,  
2010

**TO:** Superintendents/Presidents  
Directors of Associate Degree Nursing

**FROM:** Stephanie Leach, Assistant Vice Chancellor  
Nursing and Allied Health

**SUBJECT:** Notification of Intent to Award Grants for the 2010-12 Enrollment Growth and Retention for Associate Degree Nursing (ADN) Registered Nurse (RN) Programs

**Notification:** This memorandum is a formal notification of intent to award 2010-12 Enrollment Growth and Retention Program grants for Associate Degree Nursing (ADN) Registered Nurse (RN) Programs.

A list of the project applications proposed for funding by district/college is attached. This information is also available on the Internet at the [Nursing and Allied Health](#) website.

All applicants listed will be funded, but not all grants were funded at the amounts requested due to the reduction in Program funds effective 2009-10 and continued in 2010-11. These grants are scheduled to commence July 1, 2010. However, if the State Budget is substantially delayed, performance timelines may be adjusted.

**Revisions:** Chancellor's Office staff may contact the districts receiving funding to request any technical changes, including budget revisions, that will be needed to complete the execution of the grant agreement(s). These revisions must be received and approved before the grant can be processed for funding.

**Executed Agreements:** A copy of the approved grant agreement with the Executive Vice Chancellor's signature will be mailed to the district. Please review the Application Face Sheet for the periods of performance for these grants. Funds for this agreement will be paid through the apportionment process. Funding for these projects depends on the availability of funds at the state level.

For audit purposes, districts must retain a copy of the grant agreement, approved application and RFA Specifications, and the **Legal Terms and Conditions** for five years. Collectively, these documents constitute the legally binding agreement to perform the specified work.

**Action/Date Requested:** Please provide your Project Director and Proposal Writer with a copy of this memorandum and attachments. If you have questions or concerns, please contact Kathy Pulse at (916) 324-2363 or via e-mail at [kpulse@cccoco.edu](mailto:kpulse@cccoco.edu).

**Attachments:** List of Grants Approved for Funding

cc: Jose Millan

**Enrollment Growth and Retention for Registered Nursing Programs  
Funding List  
10-0116**

| <b>Grant Number</b> | <b>District</b>       | <b>College</b>                | <b>2010-11 Grant Award</b> | <b>2011-12 Grant Award</b> |
|---------------------|-----------------------|-------------------------------|----------------------------|----------------------------|
| 10-116-001          | Allan Hancock         | Allan Hancock                 | \$ 61,187                  | \$ 61,187                  |
| 10-116-002          | Antelope Valley       | Antelope Valley               | \$ 203,687                 | \$ 203,687                 |
| 10-116-003          | Butte -Glenn          | Butte                         | \$ 260,687                 | \$ 260,687                 |
| 10-116-004          | Cabrillo              | Cabrillo                      | \$ 146,687                 | \$ 146,687                 |
| 10-116-005          | Cerritos              | Cerritos                      | \$ 160,937                 | \$ 160,937                 |
| 10-116-006          | Chaffey               | Chaffey                       | \$ 118,187                 | \$ 118,187                 |
| 10-116-057          | Citrus                | Citrus                        | \$ 135,287                 | \$ 135,287                 |
| 10-116-007          | Coast                 | Golden West                   | \$ 49,787                  | \$ 49,787                  |
| 10-116-008          | Contra Costa          | Contra Costa                  | \$ 146,687                 | \$ 146,687                 |
| 10-116-009          | Contra Costa          | Los Medanos                   | \$ 95,387                  | \$ 95,387                  |
| 10-116-010          | Copper Mountain       | Copper Mountain               | \$ 215,087                 | \$ 215,087                 |
| 10-116-058          | Desert                | College of the Desert         | \$ 260,687                 | \$ 260,687                 |
| 10-116-011          | El Camino             | El Camino                     | \$ 118,187                 | \$ 118,187                 |
| 10-116-012          | Gavilan Joint         | Gavilan                       | \$ 89,687                  | \$ 89,687                  |
| 10-116-013          | Glendale              | Glendale                      | \$ 260,687                 | \$ 260,687                 |
| 10-116-014          | Grossmont-Cuyamaca    | Grossmont                     | \$ 118,187                 | \$ 118,187                 |
| 10-116-015          | Hartnell              | Hartnell                      | \$ 89,687                  | \$ 89,687                  |
| 10-116-016          | Kern                  | Bakersfield                   | \$ 175,187                 | \$ 175,187                 |
| 10-116-017          | Los Angeles           | Los Angeles Harbor            | \$ 89,687                  | \$ 89,687                  |
| 10-116-020          | Los Angeles           | Los Angeles Pierce            | \$ 109,219                 | \$ 109,219                 |
| 10-116-018          | Los Angeles           | Los Angeles Southwest         | \$ 118,187                 | \$ 118,187                 |
| 10-116-019          | Los Angeles           | Los Angeles Trade Technical   | \$ 78,287                  | \$ 78,287                  |
| 10-116-059          | Los Angeles           | Los Angeles Valley            | \$ 232,187                 | \$ 232,187                 |
| 10-116-021          | Los Rios              | American River                | \$ 89,687                  | \$ 89,687                  |
| 10-116-060          | Los Rios              | Sacramento City               | \$ 75,437                  | \$ 75,437                  |
| 10-116-022          | Marin                 | College of Marin              | \$ 146,687                 | \$ 146,687                 |
| 10-116-023          | Mendocino-Lake        | Mendocino                     | \$ 101,087                 | \$ 101,087                 |
| 10-116-024          | Merced                | Merced                        | \$ 260,687                 | \$ 260,687                 |
| 10-116-025          | MiraCosta             | MiraCosta                     | \$ 228,000                 | \$ 228,000                 |
| 10-116-026          | Monterey Peninsula    | Monterey Peninsula            | \$ 131,156                 | \$ 131,156                 |
| 10-116-027          | Mt. San Antonio       | Mt. San Antonio               | \$ 169,487                 | \$ 169,487                 |
| 10-116-028          | Mt. San Jacinto       | Mt. San Jacinto               | \$ 89,686                  | \$ 89,686                  |
| 10-116-029          | Napa Valley           | Napa Valley                   | \$ 260,687                 | \$ 260,687                 |
| 10-116-061          | North Orange          | Cypress                       | \$ 132,437                 | \$ 132,437                 |
| 10-116-030          | Palomar               | Palomar                       | \$ 260,687                 | \$ 260,687                 |
| 10-116-031          | Pasadena Area         | Pasadena                      | \$ 118,187                 | \$ 118,187                 |
| 10-116-032          | Peralta               | Merritt                       | \$ 232,187                 | \$ 232,187                 |
| 10-116-033          | Rancho Santiago       | Santa Ana                     | \$ 101,087                 | \$ 101,087                 |
| 10-116-034          | Redwoods              | College of the Redwoods       | \$ 118,187                 | \$ 118,187                 |
| 10-116-035          | Rio Hondo             | Rio Hondo                     | \$ 175,187                 | \$ 175,187                 |
| 10-116-036          | Riverside             | Riverside City                | \$ 260,687                 | \$ 260,687                 |
| 10-116-037          | San Francisco         | City College of San Francisco | \$ 32,687                  | \$ 32,687                  |
| 10-116-038          | San Joaquin Delta     | San Joaquin Delta             | \$ 260,687                 | \$ 260,687                 |
| 10-116-039          | San Jose Evergreen    | Evergreen Valley              | \$ 146,687                 | \$ 146,687                 |
| 10-116-040          | San Mateo County      | College of San Mateo          | \$ 101,087                 | \$ 101,087                 |
| 10-116-041          | Santa Barbara         | Santa Barbara City            | \$ 89,687                  | \$ 89,687                  |
| 10-116-042          | Santa Clarita         | College of the Canyons        | \$ 146,687                 | \$ 146,687                 |
| 10-116-043          | Santa Monica          | Santa Monica                  | \$ 160,937                 | \$ 160,937                 |
| 10-116-045          | Shasta-Tehama-Trinity | Shasta                        | \$ 260,687                 | \$ 260,687                 |

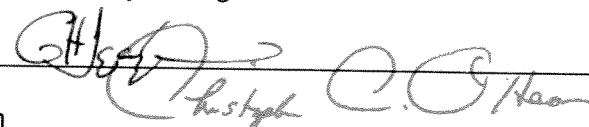
|            |                     |                          |            |            |
|------------|---------------------|--------------------------|------------|------------|
| 10-116-046 | Siskiyou Joint      | College of the Siskiyous | \$ 203,687 | \$ 203,687 |
| 10-116-047 | Solano              | Solano                   | \$ 135,287 | \$ 135,287 |
| 10-116-048 | Sonoma County       | Santa Rosa Junior        | \$ 260,687 | \$ 260,687 |
| 10-116-049 | South Orange        | Saddleback               | \$ 169,487 | \$ 169,487 |
| 10-116-050 | Southwestern        | Southwestern             | \$ 89,687  | \$ 89,687  |
| 10-116-051 | State Center        | Fresno City              | \$ 260,687 | \$ 260,687 |
| 10-116-062 | Ventura             | Moorpark                 | \$ 95,387  | \$ 95,387  |
| 10-116-052 | Ventura             | Ventura                  | \$ 135,287 | \$ 135,287 |
| 10-116-053 | Victor Valley       | Victor Valley            | \$ 160,937 | \$ 160,937 |
| 10-116-063 | West Hills          | Lemoore                  | \$ 237,887 | \$ 237,887 |
| 10-116-054 | West Valley Mission | Mission                  | \$ 146,687 | \$ 146,687 |
| 10-116-055 | Yosemite            | Modesto Junior           | \$ 178,037 | \$ 178,037 |
| 10-116-056 | Yuba                | Yuba                     | \$ 180,887 | \$ 180,887 |


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

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

**TOPIC:** DONATION OF 1972 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 1972 Fire Engine 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 Volunteer Fire Department to Victor Valley Community College District.

**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 a 1972 Fire Engine from the Arrowbear Volunteer Fire Department.

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

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

## DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is entered into effective as of the day of April, 2010 ("Effective Date"), by and between BIG BEAR LAKE FIRE PROTECTION DISTRICT ("BBLFPD"), ARROWBEAR VOLUNTEER FIRE DEPARTMENT ("AVFD") and VICTOR VALLEY COMMUNITY COLLEGE ("VVCC"). BBLFPD, AVFD and VVCC may sometimes be referred to herein as a "Party" or the "Parties."

### RECITALS

- A. BBLFPD wishes to donate to AVFD a 1984 Seagraves Fire Engine ("1984 Fire Engine").
- B. AVFD wishes to donate to VVCC a 1972 Fire Engine ("1972 Fire Engine").
- C. The Parties intend for this Agreement to govern the terms and conditions of the donation of the 1984 Fire Engine and the 1972 Fire Engine.

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

- 1. Definitions.
  - a. The 1972 Fire Engine together with the 1984 Fire Engine shall be singularly referred to as a "Fire Engine" and collectively referred to as "Fire Engines".
  - 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 1984 Fire Engine. Subject to the terms and conditions of this Agreement, BBLFPD hereby donates the 1984 Fire Engine to AVFD and AVFD hereby agrees that it is accepting the 1984 Fire Engine in an "as-is" condition and that BBLFPD is not providing any warranties, express or implied, regarding the condition of the 1984 Fire Engine or its operation. AVFD shall be solely responsible for conducting its own inspection of the 1984 Fire Engine to ensure that the 1984 Fire Engine is appropriate for AVFD's intended use and for the cost of any necessary upgrades or repairs for such use. Furthermore, upon taking possession of the 1984 Fire Engine, AVFD shall be solely responsible for all liabilities, costs and expenses related to the ownership and operation of the 1984 Fire Engine.
- 3. Donation of 1972 Fire Engine. Subject to the terms and conditions of this Agreement and upon delivery of the 1984 Fire Engine, AVFD agrees to donate the 1972 Fire Engine to VVCC, and VVCC hereby agrees that it is accepting the 1972 Fire Engine in an "as-is" condition and that AVFD is not providing any warranties, express or implied, regarding the condition of the 1972 Fire Engine or its operation. VVCC shall be solely responsible for conducting its own inspection of the 1972 Fire Engine to ensure that the 1972 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 1972 Fire Engine, VVCC shall be responsible for all liabilities, costs and expenses related to the ownership and operation of the 1972 Fire Engine.

4. Additional Term. AVFD agrees that it will not dispose of the 1984 Fire Engine within five (5) years of the Effective Date of this Agreement unless (i) AVFD first offers the 1984 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) AVFD sends thirty (30) days written notice of its intent to dispose of the 1984 Fire Engine with written evidence that it has complied with the Right of First Refusal to BBLFPD. Any such disposition which has failed to comply with the terms of this condition shall be a violation of the terms of donation and BBLFPD 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 BBLFPD may have a right to assert at law or equity.

5. Title to the Fire Engines. Title and risk of loss with respect to each 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.

6. 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 BBLFPD, to:

Big Bear Lake Fire Protection District

\_\_\_\_\_

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

If to AVFD, to:

Arrowbear Volunteer Fire Department

\_\_\_\_\_

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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.

Big Bear Lake Fire Protection District

By: \_\_\_\_\_  
Name:  
Title:

Arrowbear Volunteer Fire Department

By: \_\_\_\_\_  
Name:  
Title:

Victor Valley Community College

By: \_\_\_\_\_  
Name:  
Title:





**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 \$190,904.99 and transferred \$18,400.68 in student scholarships for a total cash contribution of \$209,305.67. The Foundation has also received and is transferring ownership of inkind (non-cash) gifts valued at \$623.59. Total contributions from the Foundation for May 2010 are \$209,929.26 to the District.

**Need:** N/A

**Fiscal Impact:** \$209,929.26 to the District

**Recommended Action:**

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

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

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

**WC FOUNDATION SUPPORT TO WC**  
**Expenditures Made From Cash Donations**  
**May, 2010**

| <b>Project Description</b>                  | <b>Post date</b> | <b>Trans. Amount</b> | <b>Account Description</b> | <b>Reference</b>                                   |
|---|------------------|----------------------|----------------------------|--|
| Agriculture (Mojave Sustainability Project) | 05/25/10         | \$ 1,940.00          | Travel                     | Charter Bus for Desert Study Center                |
| Agriculture (Mojave Sustainability Project) | 05/25/10         | \$ 377.91            | Catering                   | Catering for MSP Breakfast                         |
| <b>Agriculture Total:</b>                   |                  | <b>\$ 2,317.91</b>   |                            |  |
| Baseball Fund                               | 05/06/10         | \$ 500.00            | Commissions                | Mavs Game Fundraiser                               |
| Baseball Fund                               | 05/06/10         | \$ 950.00            | Commissions                | Mavs Game Fundraiser                               |
| Baseball Fund                               | 05/06/10         | \$ 150.00            | Commissions                | Mavs Game Fundraiser                               |
| Baseball Fund                               | 05/06/10         | \$ 400.00            | Commissions                | Mavs Game Fundraiser                               |
| Women's Tennis                              | 05/25/10         | \$ 55.00             | Admission / Entry Fees     | Memorial Tennis Tourney                            |
| <b>Athletics Total:</b>                     |                  | <b>\$ 2,055.00</b>   |                            |  |
| Child Development                           | 05/25/10         | \$ 17.94             | Hospitality                | Reimbursement for Teacher Appreciation Day         |
| <b>CDC Total:</b>                           |                  | <b>\$ 17.94</b>      |                            |  |
| General Scholarship Clearing Fund           | 05/03/10         | \$ 2,658.75          | Scholarships               | Invoices Received thru 4/30/2010                   |
| General Scholarship Clearing Fund           | 05/06/10         | \$ 15,741.93         | Scholarships               | Invoices Received thru 5/12/2010                   |
| <b>Scholarships Total:</b>                  |                  | <b>\$ 18,400.68</b>  |                            |  |
| Grants - General                            | 05/26/10         | \$ 51.04             | Postage                    | Credit Card Charges                                |
| Grants - General                            | 05/26/10         | \$ 19.95             | Office Expense             | Credit Card Charges                                |
| Parachute Project                           | 05/06/10         | \$ 2,798.32          | Grants Awarded             | Parachute Program Payroll & Benefits               |
| <b>Grants Total:</b>                        |                  | <b>\$ 2,869.31</b>   |                            |  |
| Paramedic Academy                           | 05/25/10         | \$ 482.75            | Awards & Recognition       | Paramedic Graduation Plaques and Announcements     |
| Paramedic Academy                           | 05/06/10         | \$ 480.00            | Education & Training       | Autopsy Viewing for Paramedic Students             |
| Paramedic Academy                           | 05/26/10         | \$ 386.09            | Equipment / Supplies       | Credit Card Charges                                |
| <b>Paramedic Total:</b>                     |                  | <b>\$ 1,348.84</b>   |                            |  |
| Special Events                              | 05/03/10         | \$ 450.00            | Event Entertainment        | Entertainment for Culture Craze Event              |
| Special Events                              | 05/03/10         | \$ 650.00            | Event Entertainment        | Entertainment for Culture Craze Event              |
| Special Events                              | 05/03/10         | \$ 150.00            | Event Entertainment        | Entertainment for Culture Craze Event              |
| Special Events                              | 05/03/10         | \$ 150.00            | Event Entertainment        | Culture Craze Event (\$50 to CCC and \$100 to ASB) |
| <b>Special Events Total:</b>                |                  | <b>\$ 1,400.00</b>   |                            |  |
| Nursing Alumni                              | 05/25/10         | \$ 567.83            | Equipment / Supplies       | Reimbursement for Nursing Alumni Fundraiser        |
| Spring - Even Nursing Class                 | 05/20/10         | \$ 790.00            | Facilities & Decorations   | Reimbursement for Church Facility                  |
| Spring - Even Nursing Class                 | 05/06/10         | \$ 790.00            | Facilities & Decorations   | Facility Rental for Nursing Graduation             |
| Spring - Even Nursing Class                 | 05/25/10         | \$ 124.69            | Facilities & Decorations   | Candles for NP4 Ceremony                           |

**WC FOUNDATION SUPPORT TO WC  
Expenditures Made From Cash Donations**

**May, 2010**

| <b>Project Description</b>  | <b>Post date</b> | <b>Trans. Amount</b> | <b>Account Description</b> | <b>Reference</b>                                |
|-----------------------------|------------------|----------------------|----------------------------|---|
| Spring - Even Nursing Class | 05/25/10         | \$ 402.48            | Facilities & Decorations   | Reimbursement for Nursing Graduation            |
| Spring - Even Nursing Class | 05/26/10         | \$ 514.85            | Equipment / Supplies       | Credit Card Charges                             |
| VVC Nursing Weekend College | 05/25/10         | \$ 177,706.14        | Grants Awarded             | Evening/Weekend Nursing Qtrly Installment 04/10 |
| <b>Nursing Total:</b>       |                  | <b>\$ 180,895.99</b> |                            |   |
| <b>GRAND TOTAL:</b>         |                  | <b>\$ 209,305.67</b> |                            |   |

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

May, 2010

| Date                | Constituent       | Fund       | Gift Value Reference      |
|---------------------|-------------------|------------|---------------------------|
| 3/15/2010           | Mauricio Galdamez | VVC-CDC    | \$98.59 Books             |
| 3/18/2010           | Odell Moon        | FR-Library | \$150.00 2 Boxes of books |
| 5/4/2010            | Sheri N. Foster   | FR-Library | \$375.00 Books            |
| <b>Grand Total:</b> |                   |            | <b>\$623.59</b>           |


3 Gift(s) listed

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

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

**TOPIC:** AGREEMENT RENEWAL – DUDEK

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to renew its agreement with Dudek to provide environmental consulting services related to District implementation of Bond Measure JJ related projects to assure compliance with the requirements of the California Environmental Quality Act (CEQA).

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

**Need:**

Bond Measure JJ provides funding to the District to construct an Eastside Center, a Westside Center, update main campus facilities. An Environmental Consulting firm is needed to assure that processing and adoption of Bond Measure JJ project plans and construction activities comply with the requirements of the California Environmental Quality Act (CEQA).

**Fiscal Impact:** Not to exceed \$300,000.00 - Bond Funded.

**Recommended Action:**

It is recommended that the Board of Trustees approve the agreement renewal with Dudek in the amount not to exceed \$300,000.00 for environmental consulting services to complete the work as described in the agreement. This agreement is for the period of July 13, 2010 through June 30, 2011.

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

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

**Exhibit A**  
**DUDEK**  
**Proposition JJ Scope of Services**

**July 13, 2010 to June 30, 2011**

At the request of District Staff, Dudek has prepared the following Scope of Services for scope remaining incomplete from our Fiscal Year 2009/2010 Contract as well as future foreseen projects identified by the District. This Exhibit A will serve as an estimate of work efforts that could be conducted by Dudek and Linscott, Law & Greenspan (LLG) in Fiscal Year 2010/2011. All or part of these projects could be started either individually or simultaneously. It should be noted that depending on what is requested of Dudek and/or LLG, the cost estimated presented below may or may not be adequate to complete the requested task(s).

**Westside Center**

Based on our understanding, it is unclear as to when the Westside Center project will get underway. In case CEQA services for the Westside Center are needed in the next Fiscal Year, or if the District does decide to move forward with the Westside Center project, below is a description of the tasks that would be covered under this Contract.

- **Task 1 – Project Description Development**

Development of the project description will be the most important step into starting the CEQA process for the Westside Center. Detailed project information such as the site layout, access, utility extensions, use descriptions, square footages, hours of operation, construction equipment, duration of operations, duration and type of equipment used on site, will be needed for the project description. Dudek will assist in the project description scoping/development by interpreting and providing input on existing condition information prepared to date and/or gathered as a component of this consulting agreement contract. It is assumed that the District and the Design Build Team will provide any requested information to Dudek. Dudek will be responsible for preparing a draft of the project description for the District to review and approve for accuracy prior to start of the Initial Study preparation.

- **Task 2 – City of Hesperia processing/entitlement support**

Since the proposed Westside Center is being constructed in the City of Hesperia, there will be some level of interface with the City on the proposed project's CEQA document. Specifically, Dudek will interface with the City related to Specific Plan and General Plan consistency, discussions of potential entitlements necessary to support development of the project site and whether the City would be a responsible agency for the project under CEQA.

- **Task 3 - Prepare Technical Studies, Review Existing Technical Reports**

## Exhibit A

### DUDEK

#### Proposition JJ Scope of Services

July 13, 2010 to June 30, 2011

Prior to the preparation of the Initial Study described in Task 4 below, Dudek will review any relevant previously prepared technical reports related to the District's project site for CEQA adequacy. If the reports are deemed not adequate, then Dudek will prepare, or have prepared supplemental technical analysis needed for the CEQA documentation. Based on what the District has provided to Dudek, we assume that the following studies will be required to support the CEQA analysis for the Westside Center. It is assumed for this scope of services that the District will provide the following reports, or that existing documents will be sufficient related to the following: hydrology, water quality issues, geotechnical and the Phase I Environmental Site Assessment. Any analysis or data related to these areas will not be provided by Dudek, and if required to do so, can be accommodated under a separate scope of work and cost estimate.

**Task 3.1 - Biological Resources Technical Report** – Our scope of services for Fiscal Year 2009/2010 included this task and will be completed under that prior authorization. If the Westside Center Project was to proceed in Fiscal Year 2010/2011 the Biological Reports prepared by Dudek and others in the past two years should be sufficient. No additional biological studies are assumed to be needed in the 2010/2011 Scope of Services.

**Task 3.2 – Hazardous Materials Update/Input** – Dudek hazardous waste professionals will visit the project site to assess current use conditions and reanalyze the conditions in the context of the 2005 Phase I Environmental Site Assessment. Dudek will order an environmental hazards database search from Environmental Data Resources to determine if any new onsite or nearby hazardous sites have been recorded since the 2005 survey. It is assumed that the conditions found onsite in 2005, which did not yield concern for environmental contamination, would be similar. Dudek would prepare a brief letter report outlining the findings of this study.

**Task 3.3 – Air Quality Analysis** – will be prepared for the specific project. The District will provide any requested construction and operational information to Dudek. The Air Quality Analysis will include an analysis of the criteria pollutants, as well as address greenhouse gas emissions. This analysis will also include a discussion of global climate change. The approach to the global climate change analysis will reflect the District's approach as well as the contemporary thought regarding this issue by other similar lead agencies and any state leadership. The air quality analysis will address only the District's proposed project and will offer mitigation measures that the local AQMD recommends.

**Task 3.4 – Noise Impact Analysis** - Dudek will prepare an acoustical evaluation of noise issues related to the proposed project. The evaluation will assess the ambient traffic noise associated with the adjacent roadway system, and compare this to adopted

## Exhibit A

### DUDEK

#### Proposition JJ Scope of Services

July 13, 2010 to June 30, 2011

noise criterion for the proposed use. Project-generated noise will also be evaluated to determine if noise levels from campus activities and parking lot use would have the potential to create nuisance for adjacent land uses, or to exceed adopted standards in the City of Hesperia's General Plan Noise element or Noise Ordinance. Short-term noise impacts associated with construction equipment will also be evaluated using previously published data.

- **Task 3.5 – Traffic Impact Analysis** – LLG as a sub to Dudek will prepare the traffic impact analysis related to the proposed Westside Center. During Fiscal Year 2009/2010 LLG did some limited analysis and investigations into the existing circulation system as well as proposed access issues. It is expected that this work would not be repeated in any future work and instead in Fiscal Year 2010/2011 LLG would prepare a traffic impact analysis for the EIR based on the Project Description provided by the District. *(It should be noted that the funds remaining for LLG may not be adequate to complete a full traffic impact analysis for the Westside Project. Additionally, if LLG is asked to perform other tasks related to Main Campus work or other projects, the funds remaining may not be adequate and additional funds may need to be requested.)*

- **Task 4 – Prepare Screencheck Initial Study/Notice of Preparation**

Using the District's preferred format, or Appendix G of the CEQA Guidelines, Dudek will prepare an Initial Study Checklist based on the technical analysis from Task 3 and any other information supplied by the District. The Initial Study will be the outline of the issues that will and will not be addressed in the forthcoming Environmental Impact Report (EIR) for the Westside Center. Dudek's approach is to provide a detailed initial study documenting the basis for not including issue areas in the EIR. Also, the Initial Study is used to clearly communicate to the public the issues and nature of the analysis that will be included in the EIR. The District shall comment and provide edits to the Initial Study documentation. It is assumed for our cost estimate that only one round of revisions from the District and/or its legal counsel will be required.

- **Task 5 – Prepare Public Review Initial Study/Notice of Preparation**

Once the District has provided Dudek will written comments and edits to the Initial Study document prepared under Task 4 above, Dudek will prepare the final version of the Initial Study/Notice of Preparation (NOP) for the 30-day public review period. Dudek will prepare and post the required CEQA notices at the County Clerk and State Clearinghouse on behalf of the District. The District will sign and pay all required CEQA noticing fees. It will be the District's responsibility to post and provide viewing copies of the Initial Study/NOP for the public, per CEQA. Dudek can assist the District with posting the NOP/Initial Study on its website.



## Exhibit A

### DUDEK

#### Proposition JJ Scope of Services

July 13, 2010 to June 30, 2011

- **Task 6 – Prepare Screencheck Draft EIR**

Once the 30-day public review period has ended, Dudek will begin preparing the Screencheck Draft EIR. The Draft EIR will be based upon the issue areas the Initial Study indicated would be addressed in the EIR. The substantiation for the Draft EIR analysis will be based upon the Technical Analysis prepared under Task 3 above. Additional information may be required of the District and its engineers. It is assumed that any information Dudek requests for the preparation of the Draft EIR will be provided. The District will be provided one electronic copy of the Draft EIR and its technical appendices for review and comment. It is assumed for our budget that only one round of revisions, packaged as one document incorporating any and all District and/or legal counsel comments will be transmitted to Dudek.

- **Task 7 – Prepare Second Screencheck**

Based on the District's comments, Dudek will prepare a second screencheck Draft EIR for final review by the District. The Draft EIR will consist of text, graphics, and appendices, and will also include a complete and comprehensible Executive Summary. Dudek will assemble, notice, and distribute the Draft EIR for public review. Dudek will also prepare a Notice of Completion (NOC) in the form of the most recently updated CEQA Guidelines for review and approval by the District prior to public distribution with the Draft EIR.

- **Task 8 - Public Review Draft EIR**

Dudek will incorporate any final edits from the District into the Public Review Draft EIR. Dudek will assist the District with Public Review Draft EIR distribution including sending the required copies to the State Clearinghouse (along with Notice of Completion and Notice of Availability), assisting with publication in the local newspaper(s) and distribution of the Notice of Availability to the San Bernardino County Clerk's Office.

- **Task 9 – Prepare Screencheck Final EIR/MMRP/Findings**

Dudek will respond to public comments on the Draft EIR, provide responses to comments and revisions to the Draft EIR text. For purposes of cost estimation, it is assumed that Dudek will respond to up to 200 comments on the Draft EIR (note that a single comment letter may contain multiple comments). Dudek assumes that comments received related to technical items prepared by other team members would be addressed by the appropriate individual and provided to Dudek for final incorporation into the Final EIR document. Dudek will provide the District with a Screencheck Draft Final EIR for review and comment.

**Exhibit A**

**DUDEK**

**Proposition JJ Scope of Services**

**July 13, 2010 to June 30, 2011**

The Mitigation Monitoring and Reporting Program (MMRP) will be developed at the Final EIR stage and will include monitoring team qualifications, specific monitoring activities, a reporting system and criteria for evaluating the success of the mitigation measures. Mitigation measures contained in the EIR will be developed in consideration of future monitoring requirements and will be written in sufficient detail and reference the appropriate implementing permits such as grading permits, final maps, and landscape plans. The draft MMRP will be submitted to the District for review and comment.

Dudek will prepare a draft of the CEQA Findings for review and comment.

- **Task 10 – Final EIR**

Dudek will incorporate the District's comments into the Final EIR, MMRP and Findings and assist the District in distribution of the document to final recipients. Once the EIR has been certified by the District Board, Dudek will prepare and file the Notice of Determination with the State Clearinghouse and San Bernardino County Clerk's Office. Dudek would collect a check from the District for the Clerk's filing fee and the California Department of Fish and Game filing fee to submit with a copy of the Notice of Determination.

- **Task 11 – Project Management**

Project management will include preparing the invoicing as well as the monthly reports to the District. Project management duties of Dudek will also include keeping track of our tasks, milestones, schedules and deliverables. Dudek will also be interfacing with LLG on their invoicing and monthly status reports to the District.

- **Task 12 – Meetings**

It is assumed that Dudek will attend up to 8 meetings related to the Westside Center. Meetings will include team meetings, meetings with Hesperia, and District Board meetings. This task assumes time to prepare for the meeting (which may include pre-meetings), attend the meeting and prepare meeting notes for distribution to the team.

**Assumptions for Westside Center**

Besides the various assumptions discussed above under specific tasks, the following assumptions are also built into our scope of services and associated budgets. Deviations from these assumptions can be accommodated under a separate scope of work and cost estimate.

## Exhibit A

### DUDEK

#### Proposition JJ Scope of Services

July 13, 2010 to June 30, 2011

- SWPPP and other documents related to treatment of water on site would be provided by the project design engineer.
- The following number of copies have been assumed:
  - 10 hard copies of the IS/NOP
  - 50 hard copies of the IS/NOP
  - 1 digital copy of the IS/NOP
  - 10 hard copies of the 1<sup>st</sup> Screencheck Draft EIR
  - 10 hard copies of the 1<sup>st</sup> Screencheck Draft EIR Appendices
  - 10 hard copies of the 2<sup>nd</sup> Screencheck Draft EIR
  - 25 hard copies of the Public Review Draft EIR
  - 15 CDs of the Public Review Draft EIR (for distribution to the State Clearinghouse)
  - 5 hard copies of the Public Review Draft EIR Appendices
  - 1 digital copy of the Public Review Draft EIR
  - 1 electronic copy of the Public Review Draft IS/MND (for further reproduction by the District and/or posting on the District's website)
  - 10 hard copies of the 1<sup>st</sup> Screencheck Draft Final EIR/MMRP/Findings
  - 10 hard copies of the Final EIR/MMRP/Findings
- The CEQA document will be prepared assuming the District is the Lead Agency and therefore maintains control/provides direction regarding the preparation, content and format of the EIR.

#### **“One Stop” Building CEQA Documentation**

Based on our understanding, the District is considering building a “One Stop” building in one of two locations on the main campus. The first location would be in the approximately location depicted in the Campus Master Plan or an alternate location near Building 10. For the purposes of estimating costs and scope for Fiscal Year 2010/2011, we have assumed that the District would pursue preparing a Mitigated Negative Declaration (MND) for the proposed One Stop building, regardless of location. It is assumed for this scope of services that the District will provide the following reports related to the One Stop Building site, or that existing documents will be sufficient related to the following: hydrology, water quality issues, geotechnical and Phase I Environmental Site Assessment. Any analysis or data related to these areas will not be provided by Dudek, and if required to do so, will require a change order to our scope of services.

After the District chooses a location for the proposed One Stop Building and provides a detailed project description, including number of students, faculty and staff that would utilize the proposed facility, Dudek will commence with the CEQA process.

## Exhibit A

### DUDEK

#### Proposition JJ Scope of Services

July 13, 2010 to June 30, 2011

- **Task 1 – Prepare Technical Analysis**

For the One Stop Building, we anticipate the following technical reports will need to be prepared and are included in our Scope of Services:

Task 1.1 – Cultural Resources Assessment – Dudek will utilize its in-house experts to prepare a records search and site survey related to the cultural resources that may be on the site. Recommendations related to mitigation measures will be provided if necessary.

Task 1.2 – Air Quality Analysis – will be prepared for the specific project. The District will provide any requested construction and operational information to Dudek. The Air Quality Analysis will include an analysis of the criteria pollutants, as well as address greenhouse gas emissions. The air quality analysis will address only the District's proposed project and will offer mitigation measures that the local AQMD recommends.

Task 1.3 – Traffic Impact Analysis – . Based on LLG's previous work on the Main Campus during Fiscal Year 2009/2010, LLG would need to prepare the traffic impact analysis related to the proposed One Stop Building.

- **Task 2 – Prepare Screencheck Initial Study/Mitigated Negative Declaration**

Using the District's preferred format, or Appendix G of the CEQA Guidelines as a base, Dudek will prepare an Initial Study Checklist based on the technical analysis from Task 3 and any other information supplied by the District. The Initial Study will be the documentation of how the project will mitigate its impacts to less than significant levels. One electronic copy of the Screencheck Initial Study will be provided for the District. The District shall comment and provide edits to the Initial Study documentation. It is assumed for our cost estimate that only one round of revisions from the District and/or its legal counsel will be required.

- **Task 3 – Prepare Public Review Initial Study/Mitigated Negative Declaration**

Once the District has provided Dudek with written comments and edits to the Initial Study document prepared under Task 1 above, Dudek will prepare the final version of the Initial Study/Mitigated Negative Declaration (MND) for public review. Dudek will prepare and post the required CEQA notices at the San Bernardino County Clerk and State Clearinghouse on behalf of the District. The District will sign and pay all required CEQA noticing fees. It will be the District's responsibility to post and provide viewing copies of the Initial Study/MND for the public, per CEQA.

**Exhibit A**  
**DUDEK**  
**Proposition JJ Scope of Services**

**July 13, 2010 to June 30, 2011**

- **Task 4 – Prepare Screencheck Final Mitigated Negative Declaration**

Once the 30-day public review period has ended, Dudek will prepare general response to comments on any public comment letters received during the public review period. This scope of work assumes up to 75 comments (it should be noted that one comment letter may entail several individual comments). The Final MND will include the response to comments, the original comment letters, the public review copy of the Initial Study/MND, as well as the Mitigation Monitoring and Reporting Program (MMRP).

- **Task 5 – Project Management**

Project management will include preparing the invoicing as well as the monthly reports to the District. Project management duties of Dudek will also include keeping track of our tasks, milestones, schedules and deliverables. Dudek will also be interfacing with LLG on their invoicing and monthly status reports to the District.

- **Task 6 – Meetings**

It is assumed that Dudek will attend up to 6 meetings related to the One Stop Building. Meetings will include team meetings and District Board meetings. This task assumes time to prepare for the meeting (which may include pre-meetings), attend the meeting and prepare meeting notes for distribution to the team.

**Other “As Needed” Planning/Consulting**

Dudek would provide as needed environmental/planning consulting services for the main campus or other projects which have yet to be defined. Tasks may include assistance with due diligence reports, CEQA documentation approaches, preparation of CEQA documents/notices, MMRP implementation memos, technical studies, assistance with City/Town entitlement planning exercises, etc. As these tasks are identified, Dudek will provide a specific scope of work and cost estimate for approval by the District.

**Cost Estimate**

All labor, subconsultant labor and direct costs would be billed in accordance with Dudek’s 2010 Standard Schedule of Charges, a copy of which is attached. All subconsultant fees would be billed in accordance with their standard rate sheets (LLG’s is attached).

**Exhibit A**

**DUDEK**

**Proposition JJ Scope of Services**

**July 13, 2010 to June 30, 2011**

Per District Staff's Direction, the fiscal budget for the contract with Dudek and LLG is **\$312,000.00**. This amount is the amount not utilized under the 2009/2010 Master Agreement Contract Authorization which was \$500,000.00. The remaining funds (\$312,000.00) are not adequate to perform all of the above described scope of services. Should the District proceed with one or more of the above described projects, Dudek and/or LLG will need to evaluate the specific requests from the District and determine if additional funds would be necessary to fulfill the District's request. Additional funds may be requested.

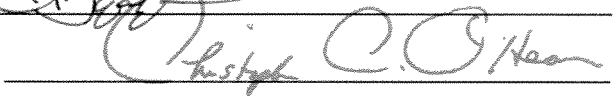
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AGREEMENT – GOLDEN STATE LABOR COMPLIANCE, LLC

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with Golden State Labor Compliance, LLC to provide labor compliance services for the Eastside Public Safety Training Center and other bond funded projects.

**Need:**

Assembly Bill 1506 and California Labor Code Section 1771.7 require districts using funding from the Kindergarten-University Public Education Facilities Bond Act of 2002 ("State Funding"), to initiate and enforce or contract with a Third Party Contract Administrator ("TPCA") to initiate and enforce a Labor Compliance Program ("LCP") for educational facility projects that receive State Funding commencing on or after April 1, 2003 ("State Funded Projects").

**Fiscal Impact:** \$70,000.00 – Locally Bond Funded

**Recommended Action:**

It is recommended the Board of Trustees approve the agreement with Golden State Labor Compliance, LLC in the amount of \$70,000.00.

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

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

Authorization to Provide Project Services  
Amendment No. \_\_\_\_\_

to

The Agreement for Third Party Labor Compliance Services  
between

Golden State Labor Compliance, LLC

and

Victor Valley Community College District

---

**WORKSHEET "A" - TOTAL CONSTRUCTION COST**

(enter only whole dollars in Col. 1 - if none, enter "none" in Col. 2)

|  | Col. 1                                    | Col. 2                              |
|--|---|-------------------------------------|
| Total Hard Construction Costs (all trades, include all contractor profit, overhead and general conditions costs) | <input type="text" value="\$25,000,000"/> |                                     |
| Construction Management Fees (multi-prime only)  | <input type="text"/>                      |                                     |
| Project Inspection Costs   | <input type="text"/>                      |                                     |
| Survey Costs   | <input type="text"/>                      | <input checked="" type="checkbox"/> |
| <b>TOTAL CONSTRUCTION COSTS</b>  | <input type="text" value="\$25,000,000"/> |                                     |

Checkmark at right indicates survey costs included in hard costs)

**TOTAL LCP FEE      \$90,750**



# Authorization to Provide Project Services

to  
**The Agreement for Third Party Labor Compliance Services**  
**Between**  
**Golden State Labor Compliance, LLC**  
**and the**  
**Victor Valley Community College District ("The District")**

Pursuant to the terms and conditions of the Agreement entered into between the District and Golden State Labor Compliance, LLC (GSLC), as specifically provided for within Exhibit "B", Article II.C.3(c) of that Agreement, the District hereby authorizes GSLC to provide project-specific labor compliance services as follows:

Project Name: Eastside Public Safety Training Center

SAB Project No: \_\_\_\_\_

Brief description of Project scope :

Estimated Total Construction Cost, per worksheet "A" on Page 2: \$25,000,000

Scheduled Date for first Advertisement for Bids: \_\_\_\_\_

Scheduled date for start of construction: \_\_\_\_\_

Scheduled date for construction completion: \_\_\_\_\_

Calculated per-project fee for labor compliance services per Worksheet on page 2: \$90,750

Discount for Duration of 16 months (\$20,750)

**Net FEE For Project** \$70,000

For Golden State Labor Compliance:

For The District:



\_\_\_\_\_  
Victor Conklin  
Principal

**THIRD PARTY LABOR COMPLIANCE AGREEMENT  
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND  
GOLDEN STATE LABOR COMPLIANCE, LLC  
FOR  
DESIGNATED STATE & LOCALLY FUNDED EDUCATIONAL FACILITIES**

This Third Party Labor Compliance Agreement ("Agreement") is made and effective as of this \_\_\_th day of \_\_\_\_\_, by and between Golden State Labor Compliance, LLC, a California limited liability company ("GSLC") and the Victor Valley Community College District ("District"), with reference to the following facts:

A. Assembly Bill 1506, enacted in the 2002 Legislative Session, was approved by the Governor of the State of California on September 25, 2002, and codified California Labor Code Section 1771.7, which require school and community college districts that use funds from the Kindergarten-University Public Education Facilities Bond Act of 2002 ("State Funding"), to initiate and enforce, or contract with a Third Party Contract Administrator ("TPCA") to initiate and enforce, a Labor Compliance Program ("LCP") for educational facility projects that receive State Funding that will commence on or after April 1, 2003 ("State Funded Projects").

B. Upon execution of this Agreement, District will, by Board resolution, confirm the retention of GLSC as its Third Party Labor Compliance Representative (TPLCR) and the District's intent to operate under GSLC's approved Third Party Labor Compliance Program. Upon approval of that resolution and notification of the Department of Industrial Relations as required by Section 1771.7., the District will be fully compliant with the requirements of AB 1506.

C. GSLC represents that it possesses the necessary personnel, professional qualifications, expertise and financial capability to provide the herein described Third Party Labor Compliance Services.

D. The District desires to engage GSLC to assist it in implementing and enforcing an approved Labor Compliance Program in connection with its State Funded Projects as designated by the District from time to time and GSLC desires to perform such services, upon the terms and conditions set forth below. The District reserves the right to use other sources of such services for these purposes on other State Funded Projects.

NOW, THEREFORE, in consideration of the foregoing recitals, which recitals are incorporated herein by this reference, and the provisions hereinafter stated, District and GSLC agree as follows:

1. Third Party Labor Compliance Services ("TPLCS"). GSLC shall perform the TPLCS described in Exhibit A, attached hereto and incorporated herein by reference. GSLC shall furnish and pay for all labor, materials, supplies, supervision, equipment and other facilities of every kind and nature necessary for the timely and efficient performance of such services. GSLC agrees that the services shall at all times conform to the requirements of all governmental agencies having jurisdiction over any State Funded Project designated by District.

2. Compensation. District shall pay GSLC for TPLCS rendered as follows:

21 District shall pay GSLC Stipulated Lump Sum Fees for the Program and for each Project on which the LCP is enforced as provided for within Exhibit "B".

22 Reimbursable Expenses. Unless specifically provided for in Exhibit A, Consultant acknowledges that its compensation shall be determined in accordance with Section 2.1 of this Agreement and Consultant shall not be reimbursed for expenses incurred.

2.3 Total Construction Costs. "Total Construction Costs" means any and all costs incurred by the District with respect to the construction, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith. The term Total Construction Costs includes inspection, testing and trade permit costs. The term Total Construction Costs excludes fees incurred and paid by the District for TPLCS, for architectural, design and professional services, CM services and any costs of site acquisition.

The "Total Construction Costs" value, at the outset of any project, shall be established as that amount allocated and approved, by the Board, to pay for such costs. In the event that actual Total Construction Costs, as evidenced by accepted bid(s) for the work and/or actual amounts paid for the work, vary more than 10% from the value initially established based on estimated and approved costs, the basis of calculation of GSLC's compensation under Exhibit "B" shall be adjusted to reflect actual Total Construction Costs and GSLC's compensation shall be adjusted accordingly.

3. Application for Payments.

3.1 Progress Payments. GSLC shall submit to District not more frequently than monthly, an Application for Payment in the form of "C", attached hereto and incorporated herein by reference ("Application for Payment"). The Schedule of Progress Payments shall be as provided for within Exhibit B. Provided an Application for Payment with proper support documentation is received prior to the 10th day of a month and if in District's opinion, the services described in the Application for Payment have been properly performed, District shall pay the amount no later than the 10th day of the calendar month following the calendar month in which the Application for Payment was received. Notwithstanding anything to the contrary set forth in this Agreement or in any Application for Payment, in no event shall District be required to make any payment for any service which exceeds the percentage of which such service has been completed.

3.2 Final Payment. GSLC shall deliver to District prior to receiving final payment for the performance of services hereunder, copies of any and all investigations, data, reports relating to GSLC's services and other reports required by the LCP, the Department of Industrial Relations or the Chancellor's Office.

4. Not Used

5. Not Used.

6. Duties and Obligations of District. GSLC, pursuant to its approved LCP, has a duty to the Director of the Department of Industrial Relations to enforce the Labor Code public works requirements (Chapter 1 of part 7 of Division 2 and Division 3 of the Labor Code) and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practices of Title 8, California Code Regulations, Section 16000, et seq. In performance of its TPLCS, GSLC will make written recommendations to the District regarding (i) contractor or subcontractor failure to employ registered apprentices, (ii) withholding of contractor payments when payroll records are delinquent or inadequate, (iii) withholding of contractor payments for contractor failure to pay per diem prevailing wages, (iv) forfeiture of contractor payments, and (v) notification to contractor sureties regarding (i-iv) herein. District hereby agrees to indemnify, defend and hold GSLC harmless from District's failure to comply with its duties and obligations described herein and its failure to comply with GSLC written recommendations in connection therewith, unless said recommendations are contrary to law.

7. Indemnity. GSLC agrees to indemnify, hold harmless and defend the District, its officers, and employees from any and all claims, demands, costs or liability arising from or connected with the TPLCS provided hereunder, due to negligent acts, errors or omissions or willful misconduct of GSLC in connection with the enforcement or failure to enforce the LCP or the labor laws of the State of California. Notwithstanding the foregoing, GSLC shall not be responsible to the District nor shall GSLC reimburse the District for delay claims by contractors or subcontractors arising out of GSLC's and the District's proper enforcement of labor law requirements.

8. Insurance. The Construction Manager shall obtain, and shall require its sub-consultants to obtain, insurance of the types and in the amounts described below which shall be satisfactory to the District, including naming the District as an additional insured.

81 Commercial General Liability Insurance. GSLC shall maintain occurrence version commercial general liability insurance, or an equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence, and a general aggregate limit of \$2,000,000.00. Such insurance shall:

8.1.1 Include the District, its officials, officers and employees as additional insured with respect to performance of TPLCS and shall contain no special limitations on the scope of coverage or the protection afforded to these additional insured;

8.1.2 Be primary with respect to any insurance or self-insurance programs covering the District, its officials, officers, employees, agents, and consultants; and

8.1.3 Contain standard separation of insured provisions.

8.2 Business Automobile Liability Insurance. GSLC shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 general aggregate limit. Such insurance shall include coverage for owned, hired and non-owned automobiles.

8.3 Workers' Compensation Insurance. GSLC shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

8.4 Certificates of Insurance/Endorsements. GSLC shall, prior to commencement of TPLCS, furnish the District with properly executed certificates of insurance and endorsements which clearly evidence all insurance required under this Agreement and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage, except on thirty (30) days prior written notice to the District. In addition, GSLC shall allow the District to view, at any reasonable time upon three (3) business day's notice, full copies of any policy required hereunder. GSLC shall make such policies available at the offices of the District. The District shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this Agreement.

8.5 Coverage Maintenance. GSLC shall replace certificates, policies and endorsements for any insurance expiring prior to completion of TPLCS under this Agreement. Further, GSLC shall maintain such insurance from the time TPLCS commence until TPLCS are completed, except as otherwise provided by this Agreement.

8.6 Licensed Insurer. GSLC shall place all such insurance requirements contained herein with insurers having A.M. Best Company ratings of no less than A, and licensed to do business in California, unless otherwise approved, in writing, by the District's Representative.

9. Status of GSLC. GSLC is an independent contractor and not an employee, agent or representative of the District. Personnel performing the TPLCS under this Agreement on behalf of GSLC shall at all times be under GSLC's exclusive direction and control. GSLC shall pay all wages, salaries and other amounts due such personnel in connection with their performance of TPLCS and as required by law. GSLC shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

10. Prevailing Wages. GSLC is advised of the requirements of California Labor Code Sections 1770, *et seq.*, which would require the payment of prevailing wages, if the TPLCS or any portion thereof are determined to be a public work, as defined, by California Labor Code Section 1720, *et seq.* GSLC shall defend, indemnify, and hold harmless the District, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from any failure or alleged failure of GSLC to comply with California Labor Code Sections 1770, *et seq.*

11. Assignment or Transfer. All Services to be furnished under this Agreement shall be deemed professional services. As such, GSLC shall have neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in or obligations under this Agreement without the prior written consent of the District.

12. Subcontracting. GSLC shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the District.

13. Copies of Materials. The District shall have the right to obtain for its records copies of all materials which may be prepared by GSLC under this Agreement, at District expense, and District shall pay to GSLC the reasonable copying costs. The District shall not be limited in any way in their use of such materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk and provided that GSLC shall be indemnified by the District against any damages resulting from or arising out of such use, including the release of such material to third parties for any use not intended by this Agreement.

14. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

15. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorneys' fees and costs of suit from the losing party.

16. Mediation. All claims, disputes and other matters in question between the Parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be referred to mediation according to the rules of the American Arbitration Association. Notice of request for mediation shall be filed in writing with the other party to this Agreement. The request shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for mediation be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

17. Headings. Section headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

18. Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

|              |  |
|--------------|--|
| District:    | Victor Valley Community College<br>District 17422 Bear Valley Road<br>Victorville, CA 92395-5850<br>Attn: Stephen R. Garcia<br>Director; Facilities Construction |
| Golden State | Golden State Labor compliance, LLC<br>38733 9 <sup>th</sup> Street East, Suite W<br>Palmdale, CA 93550<br>Attn: Victor Conklin<br>Vice President                 |

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

19. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the TPLCS.

20. Contract Amendment. In the event that the parties determine that the TPLCS or other provisions of this Agreement must be altered, the Parties may execute a contract amendment to delete or add TPLCS or to amend any other provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

21. Entire Agreement. This Agreement, and counterparts, as provided for hereinafter, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

22. Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

23. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

24. Incorporation of Recitals and Exhibits. All recitals set forth hereinabove and exhibits attached hereto are hereby incorporated into and made a part of this Agreement.

25. Termination. Either Party may terminate this Agreement with thirty (30) days prior written notice. In such event, GSLC shall be compensated for all TPLCS rendered through the effective date of such termination as provided for in this Agreement.

The Parties, through their authorized representatives, have executed this Agreement on the date first set forth above.

GSLC:

Golden State  
Labor Compliance, LLC



Vice President

38733 9<sup>th</sup> Street East  
Palmdale, CA 93550

DISTRICT:

Victor Valley  
Community College District

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

It's: \_\_\_\_\_

8422 Bear Valley Road  
Victorville, CA 92395-4850

## **EXHIBIT A**

### BASIC AND ADDITIONAL SERVICES

#### I. BASIC SERVICES

##### A. Program Certification Services

Golden State Labor Compliance, LLC (GSLC) will register each client district with the California Department of Industrial Relations as having adopted GSLC's approved Labor Compliance Program (LCP). Upon receipt, by DIR, of that registration, the client district will be compliant with Assembly Bill (AB) 1506, Chapter 868, Statutes of 2002 for the purpose of obtaining fund release pursuant to any State bond program requiring a labor compliance program under that statute.

##### B. LCP Start-up Services (Occurs once, at the initiation of services to each District)

GSLC shall:

1. Conduct an initial briefing and workshop for and with District personnel, architects and any Program/Project/Construction Managers then employed by the District who are or may be regularly engaged, on behalf of the District, in the control, administration or management of new construction or modernization activities that are subject to potential funding under the State School Facilities Program. Presentation and discussion will include, but is not necessarily limited to:
  - (a) Public works subject to Prevailing Wage Laws.
  - (b) Types of contracts to which Prevailing Wage Requirements apply.
  - (c) Limited exemptions from requirement to pay Prevailing Wage.
  - (d) Applicable dates for enforcement of LCP requirements.
  - (e) Overview of the Labor Compliance Program and its requirements.
  - (f) Duties and responsibilities of the District, the LCP, Program/Project/Construction Managers, general contractors, prime trade contractors and subcontractors.
  - (g) Enforcement, withholding and forfeiture. Rights and procedures.
  - (h) Investigative rights and responsibilities.
  - (i) Forms and procedures specific to the LCP.
2. Provide, to all parties attending the briefing/workshop identified in Item B.1, above, a permanent reference package covering all subjects discussed at the briefing/workshop and a complete copy of the LCP Manual.
3. Conduct one briefing/conference (same day as District personnel briefing) with District Administrators and Counsel to discuss legal and policy issues specific to implementing the LCP.
4. Draft and publish any modifications to GSLC's standard procedures that may be required to accommodate specific District requirements. (Any modifications to GSLC's standard policies and procedures are subject to DIR approval.)
5. Provide recommended language for the use of the District for:
  - (a) Advertisements for Bid
  - (b) Bid Instructions
  - (c) General and Special Conditions of the Contract

### C. Project Initiation Services

For the purposes of this Proposal, "Project" is defined as being any body of construction services intended to be advertised, bid, awarded and constructed pursuant to a single bid process. In the case of Multiple-Prime project delivery, this means a single advertised set of bids or, in the case of a split bid process, not more than two sets of bids for the same project.

For each Project undertaken by the District that is subject to the Labor Compliance Program, GSLC

### D. Pre-Bid Activities

1. Provide three (3) copies ( 1 for the District; 1 for the Program/Project/Construction Manager; 1 for jobsite posting) of the Prevailing Wage Determinations applicable to the specific Project, based on the date of first advertising for bids.
2. Receive from the District, record and retain a copy of the first advertisement for bids for the Project.
3. Investigate and record the District's progress payment procedures as identified within the Construction Documents, for the purpose of adjusting Certified Payroll Report (CPR) procedures to the requirements of the specific project.
4. Provide the District (or its authorized representative) with all forms required for bid and post-bid document collection from the bidders.
5. In the event that the District conducts a Pre-bid Conference for the Project, provide one (1), 30-minute segment, as part of that conference, familiarizing prospective bidders with the LCP, its requirements and the duties and responsibilities of all bidders with respect to the LCP.
6. Review the District's Project Manual, prior to bid, for proper inclusion of LCP requirements and documentation. (Project Manual to be sent, postage pre-paid, to GSLC's headquarters offices.

### E. Post-Bid / Pre-NTP Activities

1. Provide the General Contractor or District's Program/Project/Construction Manager with appropriate jobsite pasting materials, as required by the LCP, pursuant to law.
2. Conduct, as part of a mandatory Pre-Construction Conference with the prime contractor(s) and listed subcontractors having been awarded contracts, a one (1) hour briefing with questions and answers, covering all required aspects of the LCP.
3. Receive and record required company data on all prime contractor(s) and listed subcontractors having been awarded contracts.
4. Receive and record "Fringe Benefits Statements" from all prime contractor(s) and listed subcontractors having been awarded contracts.
5. Provide Form DAS 140, "Public Works Contract Award Information", to all prime contractor(s) and listed subcontractors having been awarded contracts, to facilitate the proper filing of such forms with the appropriate Apprenticeship Committees.
6. Distribute Pre-Construction Checklist of Labor Law Requirements to all prime contractor(s) and listed subcontractors having been awarded contracts, requiring that each sign and submit the checklist, acknowledging receipt and understanding of materials describing LCP requirements and their obligations under Labor Law. Collect and secure, within the permanent Project files, all signed checklists.



## F. Post-NTP Services

### 1. Receive and record LCP Weekly Superintendent's Reports (GS Form 21).

Receive, from the District or its Program/Project/Construction Manager, on a monthly basis, Certified Payroll Reports (CPRs) for all contractors or subcontractors of every tier who are required to submit such reports. Verify receipt of all required CPRs and report clearance for progress payment to all contractors or subcontractors who's CPRs comply with basic submittal requirements.

3. Issue and track "Requests for Certified Payroll Records" (GS Form 06) for any contractors or subcontractors for which complete CPRs were required but have not been received or have been found to be incomplete.
4. Notify the District and its Program/Project/Construction Manager (if any), and the General Contractor if the deficiency involves a subcontractor, any contractor or subcontractor who fails to properly render or correct any missing or incomplete CPRs following a request by the LOP. Such failure is grounds for withholding contract payments until resolution of the deficiency is achieved.
5. Review all CPRs submitted for payment of the proper prevailing per-diem wage rate for the listed classification, to include payment of the proper prevailing per-diem wage rate for overtime and/or holidays.
6. Conduct regular, random audits of Certified Payroll Reports for proper worker classification as well s proper classification and use of registered apprentices.
7. Conduct regular, random field inspections (not less than one per month), at the jobsite, for the purpose of
  - (a) Confirming proper jobsite postings as required by the LCP.
  - (b) Conducting random interviews of workers on the jobsite to confirm Labor Law compliance and worker awareness of their rights under such law.
  - (c) Consulting with the jobsite Superintendent regarding any questions, issues or concerns within the scope of the LCP.

## G. On an As-Needed Basis:

1. GSLC will take cognizance of any apparent violation of Labor Law that is within the purview of the Labor Compliance Program and will fully investigate and seek resolution of any apparent violations through administrative procedures. Any reported violation or substantive complaint received will always be treated as a potential violation.
2. Upon taking cognizance of an apparent violation, GSLC, to the degree necessary to resolve the issue, will:
3. Assign a case number and a qualified investigator to investigate the circumstances, extent and apparent cause of any apparent violation.
4. Request additional Payroll Records, as required, to establish the circumstances, extent and apparent cause of any apparent violation.
5. Audit all Payroll Records pertinent to the case to establish the facts pertaining to an apparent violation.
6. Request, from various State agencies, copies of all records that would be required to file a case with the Department of Industrial Relations.
7. Notify the contractor or subcontractor who may have committed a violation of the LCP's initial findings, offering the opportunity to explain any apparent discrepancies and to provide additional records in support of its position.

- S. Notice and conduct an informal interview with the contractor or subcontractor who may have committed a violation for the purpose of reviewing evidence and allowing the contractor or subcontractor the opportunity to prove that a violation has not taken place or was inadvertent.
- 9. Provide notice to the District, the General Contractor and the Program/Project/Construction Manager (as appropriate) of all investigations initiated and all informal conferences scheduled to be conducted.
- 10. In the event that the investigation and informal conference procedures fail to resolve an apparent violation, prepare, for submission, an appropriate case file and application for DIR review. Preparation of the case file will include calculation of the apparent amount of underpayment and penalty applicable to the violation.
- 11. Provide notice, to the District, the apparent violating contractor and, if applicable, the general contractor, of the LCP's intent to submit a case to the Labor Commissioner for adjudication and potential forfeiture. The notice will include the total calculated amount of underpayment plus penalty, which amount may be withheld by any higher tier contractor and by the District, pending a finding by the Labor Commissioner.

H. Other Basic Services

GSLC will:

- 1. Provide general administration and management of the Labor Compliance Program

Provide unlimited phone consultation or, if scheduled to be on-site for other purposes, in-person consultation with the District on any matters pertaining to the LCP.

- 3. Provide secure storage of all received payroll records for a Project throughout the course of that Project and for three calendar years from completion of the Project.
- 4. Produce, once a year, within sixty (60) days after the close of GSLC's fiscal year, or at such time as a request for an extension of initial approval is submitted, whichever comes first, an Annual Report on the operation of the District's LCP. This report will be submitted to the Director of the Department of Industrial Relations and to the District Superintendent and School Board. Pursuant to CCR 16431, the Annual Report shall contain, at the minimum, the following information:
  - a. Number of construction contracts subject to the LCP which were awarded, and their total value;
  - b. The number, description, and total value of construction contracts which were exempt from the requirement of payment of prevailing wages pursuant to Labor Code Section 1771.5a);
  - c. A summary of wages due to workers resulting from failure by contractor to pay prevailing wage rates, the total amount withheld from money due to the contractor, and the total amount recovered by action in any court of competent jurisdiction;
  - d. An LCP whose contract responsibilities are statewide, or which involves widely dispersed and numerous contracts, or which is required to report contract enforcement to federal authorities in a federal format, may adopt a summary reporting format to aggregate small contracts and estimate numbers and dollar values required by 1 and 2. A summary reporting format may be adopted by agreement with the Director after advance notice to interested parties, and a list of parties requesting such notice shall be kept by the Director. GSLC has adopted such a format.

## II. ADDITIONAL SERVICES

The following additional services will be provided only upon written authorization of the District. Compensation for Additional Services shall be at the hourly rates identified in Attachment B.

- A. Any services or costs not reasonably related to the implementation and enforcement of a labor compliance program.

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

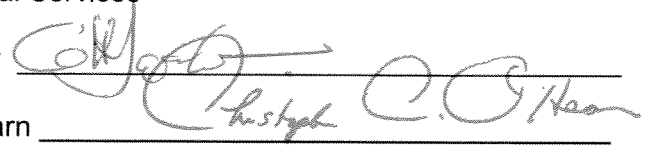
**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** RESOLUTION #10-08 –TEMPORARY BORROWING BETWEEN FUNDS

**SUBMITTED BY:** Mary Pringle, 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 2010-11.

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 2010-2011 fiscal year.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO: 10-08**

**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 2010-2011, 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.

**RESOLUTION TO AUTHORIZE TEMPORARY  
BORROWING BETWEEN FUNDS OF THE SCHOOL DISTRICT**

PASSED AND ADOPTED by the Governing Board on July 13, 2010, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA    )

) ss

COUNTY OF SAN BERNARDINO    )

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

WITNESSED my hand this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.


\_\_\_\_\_  
Clerk/Secretary of the Governing Board


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

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

**TOPIC:** STUDENT ACCIDENT INSURANCE

**SUBMITTED BY:** Deedee Orta, Administrative Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District desires to continue working with Student Insurance to provide student accident insurance coverage for Victor Valley College students during fiscal year 2010-11. Our experience over the past ten plus years with this vendor is that they meet the needs of both the athletic program and the general student population in a cost-efficient manner with excellent customer service.

The rates have been very stable over the past few years. There have been minimal increases in our base student and athlete experience rates until 2009-10. There was a large increase in the level of injuries sustained. During 2008-09, the total amount incurred was \$63,559; during 2009-10, the amount more than doubled to \$137,344. This, as well as increased FTES and changes in negotiated Blue Cross rates, has caused a 38 percent increase in our premiums for 2010-11.

|                                  | <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> | <u>2010-11</u> |
|----------------------------------|----------------|----------------|----------------|----------------|
| Basic Coverage                   | \$90,091       | \$97,091       | \$103,793      | \$145,615      |
| Student Catastrophic Coverage    | 1,586          | 1,586          | 1,745          | 1,920          |
| Athletic Super Catastrophic Cov. | <u>4,020</u>   | <u>4,020</u>   | <u>4,422</u>   | <u>4,864</u>   |
| Estimated Annual Premium         | \$95,697       | \$102,697      | \$109,960      | \$152,399      |

**Need:** N/A

**Fiscal Impact:** \$152,399.00 - Budgeted item

**Recommended Action:**

It is recommended that the Board of Trustees approve to continue working with Student Insurance to provide student accident insurance for Victor Valley College during fiscal year 2010-11.

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

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

**Southern California Office**  
 11661 San Vicente Blvd., Suite 200  
 Los Angeles, CA 90049  
 (310) 826-5688  
 (310) 826-1601 Fax

*Insurance - All Forms*  
*Athletic & Football Coverage*  
*University Accident & Health Insurance*  
*College Accident & Health Insurance*  
*Church Groups & Associations*  
*Recreation & Club Insurance*  
*International Student Insurance*  
 Lic No. 0386216

**Northern California Office**  
 9245 Laguna Springs Dr., Suite 320  
 Elk Grove, CA 95758  
 (916) 226-2000  
 (310) 826-1601 Fax

www.studentinsuranceusa.com



E-mail: info@studentinsuranceusa.com

**CERTIFICATE OF INSURANCE BINDER: 2010-2011**

**INSURED:** VICTOR VALLEY COLLEGE  
 18422 Bear Valley Road  
 Victorville, Ca 92392-5849

**CONTACT:** Ms. DeeDee Orta  
 760-245-4271

**BASIC COVERAGE:** 1 Year Incurring Period  
**COMPANY:** ANTHEM Blue Cross – Plan B  
**TYPE/COVERAGE:** Students/Intercollegiate Athletes  
**PREMIUM:** \$145,615.00

**POLICY NO.** TBD  
**EFFECTIVE DATE:**  
 8/01/10-8/01/11

**SUPER CATASTROPHIC COVERAGE:** Intercollegiate Athletes  
**COMPANY:** CHARTIS  
**COVERAGE LIMITS:** \$1,000,000.00  
**EFFECTIVE DATE:** 8/01/10-8/01/11

**POLICY NO.** TBD  
**DEDUCTIBLE:** \$25,000.00  
**PREMIUM:** \$4,864.00

**CATASTROPHIC COVERAGE:** Students Only  
**COMPANY:** CHARTIS  
**COVERAGE LIMITS:** \$1,000,000.00  
**EFFECTIVE DATE:** 8/01/10-8/01/11

**POLICY NO.** TBD  
**DEDUCTIBLE:** \$50,000.00  
**PREMIUM:** \$1,920.00

**BASIC COVERAGE LIMITS**

|                          |             |   |
|--------------------------|-------------|---|
| Per Accident Deductibles | \$ 50.00    | Students                                  |
|                          | \$100.00    | Class I Athletes                          |
|                          | \$ 50.00    | Class II Athletes                         |
| Co-Insurance Percentage  | 100%        | PPO                                       |
|                          | 50%         | Non-PPO                                   |
| Per Accident Maximum     | \$25,000.00 | Athletes                                  |
|                          | \$50,000.00 | Students                                  |
|                          | \$ 500.00   | Emergency Illness Benefit                 |
|                          | \$ 1,000.00 | Official Visitors                         |
|                          | \$ 2,000.00 | Dental Maximum                            |
|                          | \$ 1,000.00 | Prosthetic Devices                        |
|                          | \$ 2,000.00 | Rental Durable Medical Equipment          |
|                          | \$25,000.00 | Expanded Medical/Intercollegiate Athletes |
| AD&D Benefits            | \$ 5,000.00 | Double Dismemberment                      |
|                          | \$ 1,000.00 | Single Dismemberment                      |
|                          | \$ 7,500.00 | Loss of Life                              |

**CLASS I SPORTS: Football, Gymnastics, Skiing (snow), Soccer, Surfing & Wrestling**

**Physical Therapy:** Limited to 24 visits per calendar year per injury; additional visits available if approved by Blue Cross

**NON-PPO:** Benefit will not exceed \$25.00 per visit.  
 Non-Duplication of Benefits Exercised on **ALL CLAIMS.**

**THIS IS A BRIEF DESCRIPTION OF BENEFITS. THE MASTER POLICY CONTAINS COMPLETE DETAILS OF THE PROVISIONS, LIMITATIONS, EXCLUSIONS AND WILL PREVAIL AT ALL TIMES.**





VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: AWARD CONTRACT – R.I.C. CONSTRUCTION COMPANY, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

Bids for F-110, Campus Landscape Sustainability Upgrades, were opened on June 24, 2010. Six (6) bids were received as follows:

|  |                          |
|--|--------------------------|
| Jergensen Construction                               | \$1,488,000.00           |
| Kasa Construction                                    | \$1,225,000.00           |
| Pacific Restoration Group                            | \$1,118,948.00           |
| Mariposa Landscape                                   | \$1,091,245.00           |
| <b>R.I.C. Construction Company, Inc.</b>             | <b>\$ 949,530.00</b>     |
| <del>Bell Air West Landscaping (bid withdrawn)</del> | <del>\$ 760,000.00</del> |

R.I.C. Construction Company, Inc. was the lowest responsible bidder. The bids have been thoroughly reviewed by the Vice President of Administrative Services, the Director of Facilities Construction, and the Architect. R.I.C. Construction Company, Inc. is licensed in California and their bonding company is authorized to do business in California.

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

**Need:**

Bond Measure JJ provides funding to the District for various projects, which include improvements to the main campus.

**Fiscal Impact:** \$949,530.00 – Locally Bond Funded

**Recommended Action:**

It is recommended that the Board of Trustees award the contract to R.I.C. Construction Company, Inc. in the amount of \$949,530.00.

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

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

TO: Victor Valley Community College, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the Campus Beautification, described in the Notice Inviting Bids above, all in strict conformance with the Drawings and other Contract Documents on file at the Facilities Planning Department of said District for amounts set forth herein.

2. ADDENDA

The undersigned has thoroughly examined any and all Addenda issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

|                       |                                 |
|-----------------------|---------------------------------|
| ADDENDUM NO. <u>1</u> | DATE RECEIVED <u>06-21-2010</u> |
| ADDENDUM NO. _____    | DATE RECEIVED _____             |
| ADDENDUM NO. _____    | DATE RECEIVED _____             |
| ADDENDUM NO. _____    | DATE RECEIVED _____             |

3. CASH ALLOWANCE

Base Bid shall include cash allowances as listed in Section 01 20 00, Price and Payment Procedures. Cash allowances are fully described in Section 01 20 00, Price and Payment Procedures.

4. BASE BID

TOTAL CASH PURCHASE PRICE IN WORDS (INCLUDING CASH ALLOWANCE) Nine hundred  
forty nine thousand five hundred thirty and no/100  
\_\_\_\_\_ DOLLARS  
(\$ 949,530.00), including all applicable taxes and licenses.

5. UNIT PRICING: The following unit prices shall be used to determine the net cost or credit of revision to the specified work at the District's option. Unit pricing is fully described in 01 20 00, Price and Payment Procedures.

|   |                     |
|---|---------------------|
| Unit Pricing for Concrete Bench             | \$ <u>996.00</u>    |
| Unit Pricing for Wood Bench                 | \$ <u>770.00</u>    |
| Unit Pricing for Picnic Tables with Benches | \$ <u>2,268.00</u>  |
| Unit Pricing for Waste Containers           | \$ <u>1,280.00</u>  |
| Unit Pricing for Bike Rack                  | \$ <u>1,350.00</u>  |
| Unit Price for Custom Bike Rack             | \$ <u>6,963.00</u>  |
| Unit Pricing for RAM Sculpture              | \$ <u>21,580.00</u> |

6. TIME FOR COMPLETION: All work under this Contract shall be completed within the period of time stated in the Supplementary General Conditions, commencing 5 day after issuance of the Notice to Proceed, by the District. Bidder acknowledges liability for liquidated damages if the work is not completed within the time period stated. Liquidated damages shall be in an amount stipulated in the Agreement.

7. It is understood that the District reserves the right to reject this bid and that the Bid shall remain open to acceptance and is irrevocable for a period of 60 days.

8. The required Bid Bond (Document 00410) is attached hereto.

9. The required Designation of Sub-Contractors (Document 00430) is attached hereto.
10. The required Non-Collusion Affidavit (Document 00440) is attached hereto.
11. The required Statement of Experience (Document 00450) is attached hereto.
12. The required Workers' Compensation Certificate (Document 00491) is attached hereto.
13. The required Certification Page (Document 00492) is attached hereto.
14. The required Fingerprinting Notice & Agreement (Document 00493) is attached hereto.
15. The required Certification of Drug-Free Workplace (Document 00494) is attached hereto.
16. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond as specified, all within five (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents.
17. Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.
18. The names of all persons interested in the foregoing proposal as principals are as follows:

**Evelia Mangold - President & Secretary**

---

**Donald Mangold - Vice President & Treasurer**

---

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

20. The undersigned bidder declares that he or she is licensed in accordance with the act providing for registration of contractors and the documentation of this licensure is as follows:

Bidder's license number is: 747268 Classification B / A / C-10

License expiration date is: 20 12, March 31

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

21. The undersigned bidder declares that he or she:

is a resident California company

is not a resident California company

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct

22. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) working days from the date of receiving the Notice of Intent to Award Contract, the District may declare the Bidder's bid deposit or bond forfeited as damages.

23. Pursuant to Section 4552 of the Government code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it

may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

**R.I.C. CONSTRUCTION CO., INC.**  
NAME  
**10675 E Ave., #1**  
**Hesperia, CA 92345**  
ADDRESS

NAME  
ADDRESS

**June 23, 2010**  
DATE

**Donald Mangold, Vice President**  
PROPER NAME OF BIDDER  
BY: *Donald Mangold*  
SIGNATURE OF BIDDER

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

Street Address: **10675 E Ave., #1**

City & State: **Hesperia, CA 92345**

Telephone: **(760) 244-7749**

END OF DOCUMENT

BID BOND  
(To Be Submitted With Bid)

KNOW ALL MEN BY THESE PRESENTS, that we R.I.C. Construction Co., Inc.  
as Principal, and Merchants Bonding Company (Mutual)  
insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California  
at 4371 Latham St., Suite 201, Riverside, CA 92501, as Surety, an admitted Surety  
College District, hereinafter referred to as District, in the penal sum of TEN PERCENT (10%) OF THE MAXIMUM AMOUNT  
OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum is lawful  
money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated  
June 24, 2010, for construction of:

Campus Beautification  
Victor Valley Community College District

NOW THEREFORE, the Principal shall not withdraw said bid within 60 days after said opening; and the Principal, when given  
Notice of Intent to Award Contract, shall within five (5) days after the prescribed forms are presented to him for signature,  
return executed copies of the Agreement to the District, in accordance with the bid as accepted and give bond with good and  
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the  
payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within  
the period specified or the failure to enter into such contract and give such bonds within the time specified, the Principal shall  
pay the District the difference between the amount specified in said bid and the amount for which the District may procure the  
required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in  
again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms  
of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same,  
shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of said contract or the call for bids, or to the work, or the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by  
the District in such suit, including reasonable attorneys' fee to be fixed by the court.

IN WITNESS WHEREOF the above-bound parties have executed this instrument under their several seals this 22nd  
day of June, 2010, the name and corporate seal of each corporate party being hereto affixed and these  
presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

R.I.C. Construction Co., Inc.  
Principal  
By Donald Mangold  
Title: Donald Mangold, Vice President

(Corporate Seal)

Merchants Bonding Company (Mutual)  
Surety  
By Julia B. Gladding  
Title: Attorney-In-Fact

(Attach Attorney-In-Fact Certificate)


Addendum 1, Exhibit 1


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

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

**TOPIC:** STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES

**SUBMITTED BY:** Deedee Orta, Administrative Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District desires to continue working with Statewide Association of Community Colleges (SWACC) to provide liability and property insurance coverage for Victor Valley College for fiscal year 2010-11. SWACC is a joint powers authority that was created in 1985 in response to skyrocketing premiums and decreasing liability insurance for California Community Colleges.

SWACC's property and liability program was designed as an excess coverage program exclusively for the coverage needs of JPAs, county offices and individual districts. By forming a "Super Pool", SWACC self-insures member districts from the member's individually selected retained limit (MRL) to a "pooled" JPA self-fund retention, the level of which depends on insurance market conditions. Currently, the self-funded retention's for liability pooled are \$1,000,000 per occurrence, and property are \$250,000 per occurrence.

The rates have been very stable over the past few years.

|                            | <u>2007-08</u>   | <u>2008-09</u>   | <u>2009-10</u>   | <u>2010-11</u>   |
|----------------------------|------------------|------------------|------------------|------------------|
| Liability                  | \$ 238,286       | \$ 269,962       | \$ 266,568       | \$ 276,010       |
| Property                   | \$ 64,381        | \$ 70,118        | \$ 76,721        | \$ 74,758        |
| Crime                      | \$ 2,175         | \$ 1,797         | \$ 1,890         | \$ 2,057         |
| Equipment Breakdown        | \$ 5,800         | \$ 5,369         | \$ 6,921         | \$ 6,842         |
| Excess Liability           | <u>\$ 28,971</u> | <u>\$ 20,041</u> | <u>\$ 21,036</u> | <u>\$ 23,607</u> |
| Total Renewal Contribution | \$ 339,613       | \$ 367,287       | \$ 373,136       | \$ 383,274       |

**Need:** N/A

**Fiscal Impact:** \$383,274.00 - Budgeted item.

**Recommended Action:**

It is recommended that the Board of Trustees approve to continue working with Statewide Association of Community Colleges to provide liability and property insurance coverage for Victor Valley College during fiscal year 2010-11.

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

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

**PROFORMA**  
**July 1, 2010 to July 1, 2011**  
**ESTIMATED CONTRIBUTION/ PREMIUM SUMMARY**

| SWACC COVERAGES   | MEMBER<br>RETAINED<br>LIMIT/<br>DEDUCTIBLE | CONTRIBUTION/<br>PREMIUM |
|---|--|--------------------------|
| LIABILITY \$5,000,000 Limit Of Liability                            | \$ 10,000                                  | \$ 276,010               |
| PROFESSIONAL LIABILITY \$5,000,000 Limit Of Liability               | \$ 5,000                                   | INCLUDED                 |
| PROPERTY \$250,000,000 Total Insured Values (TIV)                   | \$ 5,000                                   | \$ 74,758                |
| ELECTRONIC DATA PROCESSING EQUIPMENT \$0 Total Insured Values (TIV) | \$ 250                                     | DECLINED                 |
| CRIME \$5,000,000 Employee Dishonesty/Fairful Performance           | \$ 500                                     | \$ 2,057                 |
| EQUIPMENT BREAKDOWN \$100,000,000 Total Insured Values (TIV)        | \$ 5,000                                   | \$ 6,842                 |
| SUBTOTAL PROGRAM COSTS  |  | \$ 359,667               |
| EXCESS LIABILITY \$20,000,000 Excess Limit of Liability             | \$ 5,000,000                               | \$ 23,607                |
| TOTAL PROGRAM COSTS   |  | \$ 383,274               |

|                       |        |                       |               |
|-----------------------|--------|-----------------------|---------------|
| LIABILITY             |        | PROPERTY              |               |
| FTES                  | 10,264 | TIV:                  | \$171,081,267 |
| EX MOD. - RETAINED    | 127    | EX MOD. - RETAINED    | 126           |
| EX MOD. - REINSURANCE | 100    | EX MOD. - REINSURANCE | 100           |

Service Team:  
 Suzanne Trowbridge, Account Executive  
 Dianna Jarrard, Account Manager



Run Date : 06/08/2010 04:14 PM  
 Report Date:

Manager: Keenan & Associates, 2355 Crenshaw Blvd, Suite 200, Torrance, CA 90501  
 (310) 212-3344, Fax (310) 212-0300 License No. 0451271

PROFORMA

July 1, 2010 to July 1, 2011

ESTIMATED CONTRIBUTION/ PREMIUM SUMMARY

|                                     |            |
|-------------------------------------|------------|
| Latest Real Property Appraisal Date | 05/31/2005 |
| Next Real Property Appraisal Date   | 05/31/2010 |
| PLCA Max Fee                        | \$ 0       |
| PLCA Min Fee                        | \$ 0       |
| PLCA Flat Fee                       | \$ 0       |
| PLCA T&E                            | \$ 0       |
| Expected P&L Loss Cost              | \$ 0       |
| Loss Control Fee                    | \$ 0       |
| Work Comp TPA Fee                   | \$ 0       |

Accepted by: \_\_\_\_\_  
Authorized District Representative

Title: \_\_\_\_\_  
Authorized District Representative

Witnessed by: \_\_\_\_\_

**SIGNATURE OF THE AUTHORIZED REPRESENTATIVE WILL BIND COVERAGE.**

Keenan is compensated for the various services it provides in connection with the management and administration of Statewide Association of Community Colleges ("SWACC"), including general administration, financial processing, claims administration, loss control, reporting, marketing, underwriting, brokerage (reinsurance and other coverages) and reinsurance/insurance services. The compensation paid to Keenan is approved by the governing board of SWACC and is included in the cost of member contributions or premiums. It is anticipated that the total compensation to be received by Keenan for these services for the 2010/2011 program year will not exceed 13% of total member contributions. This compensation does not include amounts payable to Keenan pursuant to separate contracts for services provided directly to individual members or reinsurance premium payable to Meritage Insurance Group, a wholly-owned subsidiary of Keenan, pursuant to a reinsurance contract. For additional information concerning Keenan compensation, see [www.keenan.com/disclosure.asp](http://www.keenan.com/disclosure.asp).



Run Date : 06/08/2010 04:14 PM  
Report Date:

Manager: Keenan & Associates, 2355 Crenshaw Blvd, Suite 200, Torrance, CA 90501  
(310) 212-3344, Fax (310) 212-0300 License No. 0451271



## SWACC

Victor Valley Community College  
Estimated Contribution/Premium Summary  
July 1, 2010 to July 1, 2011  
Member Retained Limit  
Liability \$10,000 Property \$5,000

### Proforma Footnote Report

1. **RF FTES:** Full Time Equivalency Students (FTES) from the Chancellor's Office.
2. **T.I.V. Property:** Total Insurable Values(T.I.V) based upon Statement of Values as confirmed by the District (TIV for EDP and COC included, if applicable.)
3. **T.I.V. - EDP:** EDP T.I.V. as confirmed by the District.
4. **Liability:** FTES x adjusted SWACC rate.Does not consider Special Agency flat fees or Super Pool minimum contributions.
5. **Excess Liability:** FTES x Excess Liability Rate
6. **Property:** TIV/\$100 x Property Rate
7. **2008/2009 FTES:** Full Time Equivalency Students (FTES) from the Chancellor's Office.
8. **EDP:** EDP TIV/\$100 x EDP Rate
9. **Crime:** FTES x Crime Rate
10. **Equip Brkdn:** Equipment Breakdown (B&M) Property TIV/\$100 x Equipment Breakdown Rate
11. **Program Total:** Sum of Liability, Excess Liability, Property, EDP, Crime and Equipment Breakdown.

Run By: DJ

FN: Page 3

Run Date :  
Report Date:

06/08/2010 04:14 PM

Option: 4.00 MRI.10/5 1EN-A1.

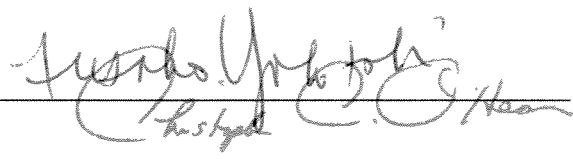
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

TOPIC: SUPPLEMENTAL EMPLOYEE RETIREMENT PLAN

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi



APPROVED BY: Christopher O'Hearn

**Description/Background:**

The Governor's budget indicates that there will be a deficit in anticipated funding. The Supplemental Employee Retirement Plan is a way for the district to prudently manage its budget.

**Need:** The Supplemental Employee Retirement Plan is an opportunity for employees to take advantage of the early retirement program and for the district to save monies.

**Fiscal Impact:** Projected net savings of \$3,450,741 over five years.

**Recommended Action:** It is recommended that the Board adopt the resolution to provide the Supplemental Employee Retirement Plan as listed.

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

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

**BOARD RESOLUTION**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
SUPPLEMENTAL EMPLOYEE RETIREMENT PLAN  
July 13, 2010

On July 13, 2010 the Board of Trustees (the "Board) of the Victor Valley Community College District (the "District") held a meeting. All members of the Board were present except the following:

On motion of Board Member \_\_\_\_\_, duly seconded and carried, the following Resolution was adopted:

WHEREAS, California Government Code Section 53224 authorizes school districts to make contributions to retirement plans; and

WHEREAS, the Victor Valley Community College District desires to provide retirement benefits to its employees under such a plan; and

THEREFORE, IT IS RESOLVED that the Board of Trustees of Victor Valley Community College District hereby establishes a retirement plan for certain eligible employees of the District effective July 01, 2011.

RESOLVED FURTHER that the eligibility requirements for employees to participate in such plan shall be as follows:

1. Employee must be a full-time Faculty, Classified, Management (Academic or Classified/ Confidential) Employee of the Victor Valley Community College District
2. Employee must be at least 50 years of age by June 30, 2011
3. Employee must have at least 5 years of permanent service with the District or eligible to retire with CalSTRS/ CalPERS by June 30, 2011
4. Employee must retire from the District on, or before June 30, 2011
5. Employee must submit the SERP Enrollment Package and Letter of Resignation to the District Office, not later than November 01, 2010

\*Note: SERP participants are not eligible for permanent Regular employment with Victor Valley Community College District after retirement.

RESOLVED FURTHER that the Board hereby adopts that certain plan known as the Victor Valley Community College District Supplemental Employee Retirement Plan, effective July 01, 2011.

RESOLVED FURTHER that the Life Only benefit under such Plan shall be based on an annuity as determined by the District.

RESOLVED FURTHER that the Victor Valley Community College District shall make all contributions to the Plan to fund said benefits.

RESOLVED FURTHER that, for purposes of the limitations on contributions and benefits under the Plan, as prescribed by section 415 of the Internal Revenue Code of 1986, as amended, the "limitation year" shall be the Plan Year, as defined under the terms and provisions of the Plan.

RESOLVED FURTHER that, for purposes of clarification of administration of the Plan but not for purposes of making said Plan subject to title I of ERISA, the Board hereby designates the District as the plan administrator.

RESOLVED FURTHER that the Board hereby appoints the following individuals to comprise the Plan Committee:

|                     |   |
|---------------------|---|
| Christopher O'Hearn | Interim Superintendent/ President         |
| GH Javaheripour     | Vice President of Administrative Services |
| Fusako Yokotobi     | Vice President of Human Resources         |
| Sheri Nolan Foster  | Director of Payroll and Benefits          |
| Mary Pringle        | Director of Fiscal Services               |

RESOLVED FURTHER that the Board hereby authorizes any member of the Plan Committee to execute on behalf of the District the Form 2848, Power of Attorney and Declaration of Representative.

RESOLVED FURTHER that the Board hereby appoints Keenan Financial Services as the contract administrator to assist the District in the implementation and administration of the Plan.

RESOLVED FURTHER that the Board hereby authorizes and directs Fusako Yokotobi and Mary Pringle to take the following actions:

- A. Execute the Plan and any and all other documents necessary or proper to implement the Plan.
- B. Contract with Keenan Financial Services as contract administrator to provide all services described in the contract.
- C. Execute any and all documents, including any amendment to the Plan, necessary or proper to maintain favorable determination of the Plan.
- D. Enter into any other contract or agreement which he or she deems necessary or proper to administer and/ or fund the Plan and to attain and maintain the income tax qualification of the Plan under the Internal Revenue Code of 1986, as amended.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

DATED: \_\_\_\_\_, 2010

BOARD MEMBERS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 Fusako Yokotobi

APPROVED BY: Christopher O'Hearn Christopher O'Hearn

**Description/Background:**

Mark Zacovic has been recommended to fill the position of Interim /Executive Vice President, Instruction and Student Services beginning June 16, 2010 and ending no later than June 30, 2011.

**Need:**

An interim position is needed to replace current incumbent who is serving as Interim Superintendent/President.

**Fiscal Impact:** Budgeted

**Recommended Action:**

It is recommended that the Board of Trustees ratify 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)**

**TOPIC:** MONTHLY FINANCIAL REPORTS

**SUBMITTED BY:** Mary Pringle, Fiscal Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

Financial reports are being presented for the period ending April 30, 2010, and May 31, 2010, 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 reports is available in the Superintendent/President's office.

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

This is an information only item.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**GENERAL FUND - FUND 01**  
**As of 5/31/10**

|  | <b>Budget</b>        | <b>Actual</b>        | <b>Budget<br/>Remaining</b> | <b>Percentage<br/>Remaining</b> |
|--|----------------------|----------------------|-----------------------------|---------------------------------|
| <b>Beginning Fund Balance 7/1/09</b>         | \$ 11,843,130        |                      |                             |                                 |
| <b><u>Revenues</u></b>                       |                      |                      |                             |                                 |
| Federal                                      | \$ 6,199,973         | \$ 2,868,149         | \$ 3,331,824                | 53.74%                          |
| State  | 40,069,958           | 30,890,824           | 9,179,134                   | 22.91%                          |
| Local  | 12,701,552           | 11,176,005           | 1,525,547                   | 12.01%                          |
| Transfers In                                 | 5,900,000            | 5,500,000            | 400,000                     | 6.78%                           |
| <b><u>Total Revenues</u></b>                 | <b>\$ 64,871,483</b> | <b>\$ 50,434,978</b> | <b>\$ 14,436,505</b>        | <b>22.25%</b>                   |
| <b><u>Expenditures</u></b>                   |                      |                      |                             |                                 |
| Academic Salaries                            | \$ 26,228,861        | \$ 21,425,755        | \$ 4,803,106                | 18.31%                          |
| Classified Salaries                          | 14,374,985           | 12,285,873           | 2,089,112                   | 14.53%                          |
| Benefits                                     | 16,074,448           | 14,454,554           | 1,619,894                   | 10.08%                          |
| Supplies                                     | 1,431,166            | 1,043,511            | 387,655                     | 27.09%                          |
| Operating Expenses                           | 12,736,385           | 7,460,371            | 5,276,014                   | 41.42%                          |
| Capital Outlay                               | 1,102,715            | 959,457              | 143,258                     | 12.99%                          |
| Transfers, Grants                            | 466,027              | 287,002              | 179,025                     | 38.42%                          |
| Contingency                                  | 264,621              | -1,500               | 266,121                     | 100.57%                         |
| Debt Service Retirement/Interest             | 0                    | 0                    | 0                           |                                 |
| <b><u>Total Expenditures</u></b>             | <b>\$ 72,679,208</b> | <b>\$ 57,915,023</b> | <b>\$ 14,764,185</b>        |                                 |
| <br>Excess Revenues/(Expenditures)           | <br>\$ (7,807,725)   | <br>\$ (7,480,045)   |                             |                                 |
| <br><b>Month Ending Fund Balance 5/31/10</b> |                      | <br>\$ 4,363,085     |                             |                                 |
| <br><b>Projected Ending Fund Balance</b>     | <br>\$ 4,035,405     |                      |                             |                                 |



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**DEBT SERVICE PAYMENT - FUND 29**  
**As of 5/31/10**

|  | <b>Budget</b>        | <b>Actual</b>        | <b>Budget<br/>Remaining</b> | <b>Percentage<br/>Remaining</b> |
|--|----------------------|----------------------|-----------------------------|---------------------------------|
| <b>Beginning Fund Balance 7/1/09</b>     | \$ 28,022,430        |                      |                             |                                 |
| <b><u>Revenues</u></b>                   |                      |                      |                             |                                 |
| Local Revenues                           | \$ 1,016,000         | \$ 1,516,397         | \$ (500,397)                | -49.25%                         |
| Transfers In                             |                      | \$ -                 | \$ -                        |                                 |
| <b><u>Total Revenues</u></b>             | <b>\$ 1,016,000</b>  | <b>\$ 1,516,397</b>  | <b>\$ (500,397)</b>         | <b>-49.25%</b>                  |
| <b><u>Expenditures</u></b>               |                      |                      |                             |                                 |
| Debt Service Payments                    | \$ 8,600,000         | \$ 5,700,000         | \$ 2,900,000                | 33.72%                          |
| <b><u>Total Expenditures</u></b>         | <b>\$ 8,600,000</b>  | <b>\$ 5,700,000</b>  | <b>\$ 2,900,000</b>         |                                 |
| Net Change in Fund Balance               | \$ (7,584,000)       | \$ (4,183,603)       |                             |                                 |
| <b>Month Ending Fund Balance 5/31/10</b> |                      | <b>\$ 23,838,827</b> |                             |                                 |
| <b>Projected Ending Fund Balance</b>     | <b>\$ 20,438,430</b> |                      |                             |                                 |

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**BOND PROJECTS FUND - FUND 42**  
**As of 5/31/10**

|  | <b>Budget</b>        | <b>Actual</b>        | <b>Budget<br/>Remaining</b> | <b>Percentage<br/>Remaining</b> |
|--|----------------------|----------------------|-----------------------------|---------------------------------|
| <b>Beginning Fund Balance 7/1/09</b>     | \$ 81,339,621        |                      |                             |                                 |
| <b><u>Revenues</u></b>                   |                      |                      |                             |                                 |
| Interest Income                          | \$ 750,000           | \$ 779,478           | \$ (29,478)                 | -3.93%                          |
| Proceeds from Bonds                      | \$ 259,477           | \$ 274,227           | \$ (14,750)                 |                                 |
| <b><u>Total Revenues</u></b>             | <b>\$ 1,009,477</b>  | <b>\$ 1,053,705</b>  | <b>\$ (44,228)</b>          | <b>-4.38%</b>                   |
| <b><u>Expenditures</u></b>               |                      |                      |                             |                                 |
| Supplies                                 | \$ 658               | \$ 658               | \$ -                        |                                 |
| Travel                                   | 1,194                | 1,193                | 1                           |                                 |
| Legal Expense                            | 175,000              | 50,295               | 124,705                     |                                 |
| Contracted Services                      | 147,500              | 92,913               | 54,587                      |                                 |
| Buildings - New & Remodel                | 24,923,696           | 17,031,704           | 7,891,992                   | 31.66%                          |
| <b><u>Total Expenditures</u></b>         | <b>\$ 25,248,048</b> | <b>\$ 17,176,763</b> | <b>\$ 8,071,285</b>         |                                 |
| Net Change in Fund Balance               | \$ (24,238,571)      | \$ (16,123,058)      |                             |                                 |
| <b>Month Ending Fund Balance 5/31/10</b> |                      | <b>\$ 65,216,563</b> |                             |                                 |
| <b>Projected Ending Fund Balance</b>     | <b>\$ 57,101,050</b> |                      |                             |                                 |

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**CAPITAL OUTLAY PROJECTS - FUND 71**  
**As of 5/31/10**

|   | Budget                  | Actual              | Budget<br>Remaining | Percentage<br>Remaining |
|---|-------------------------|---------------------|---------------------|-------------------------|
| <b>Beginning Fund Balance 7/1/09</b>        | \$ 2,880,247            |                     |                     |                         |
| <b><u>Revenues</u></b>                      |                         |                     |                     |                         |
| Interest Income                             | \$25,000                | \$64,777            | -\$39,777           | -159.11%                |
| Redevelopment                               | 696,000                 | 790,580             | -94,580             | -13.59%                 |
| Miscellaneous Income                        | 0                       | 24,366              | -24,366             |                         |
| Transfers In                                | 2,700,000               | 2,700,000           | 0                   | 0.00%                   |
| <b><u>Total Revenues</u></b>                | <b>\$ 3,421,000</b>     | <b>\$ 3,579,723</b> | <b>\$ (158,723)</b> | <b>-4.64%</b>           |
| <b><u>Expenditures</u></b>                  |                         |                     |                     |                         |
| Supplies                                    | \$ 12,393               | \$ 7,785            | \$ 4,608            | 37.18%                  |
| Contracts                                   | 577,622                 | 235,510             | 342,112             | 59.23%                  |
| Buildings-New & Remodel                     | 3,358,155               | 1,797,425           | 1,560,730           | 46.48%                  |
| Equipment                                   | 713,902                 | 598,959             | 114,943             | 16.10%                  |
| Transportation Equipment                    | 159,473                 | 159,482             | -9                  | -0.01%                  |
| Transfers/Grants/Contingency                | 0                       | 0                   | 0                   |                         |
| <b><u>Total Expenditures</u></b>            | <b>\$ 4,821,545</b>     | <b>\$ 2,799,161</b> | <b>\$ 2,022,384</b> |                         |
| <br>Net Change in Fund Balance              | <br>\$ (1,400,545)      | <br>\$ 780,562      |                     |                         |
| <b>Month Ending Fund Balance 5/31/10</b>    |                         | <b>\$ 3,660,809</b> |                     |                         |
| <br><b>Projected Ending Funding Balance</b> | <br><b>\$ 1,479,702</b> |                     |                     |                         |

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**CHILD DEVELOPMENT CENTER - FUND 72**  
**As of 5/31/10**

|  | Annual<br>Budget  | YTD<br>Actual     | Budget<br>Remaining | Percentage<br>Remaining |
|--|-------------------|-------------------|---------------------|-------------------------|
| <b>Beginning Fund Balance 7/1/09</b>         | \$ 90,259         |                   |                     |                         |
| <b><u>Revenues</u></b>                       |                   |                   |                     |                         |
| State  | \$252,191         | \$231,007         | \$21,184            | 8.40%                   |
| Rents & Leases                               | 60,000            | 34,041            | 25,959              | 43.27%                  |
| Interest Income                              | 600               | 1,540             | -940                | -156.67%                |
| Miscellaneous Income                         | 0                 | 34,479            | -34,479             |                         |
| <b><u>Total Revenues</u></b>                 | <b>\$ 312,791</b> | <b>\$ 301,067</b> | <b>\$ 11,724</b>    | <b>3.75%</b>            |
| <b><u>Expenditures</u></b>                   |                   |                   |                     |                         |
| Academic Salaries                            | \$ 176,557        | \$ 136,599        | \$ 39,958           | 22.63%                  |
| Classified Salaries                          | 125,832           | 95,228            | 30,604              | 24.32%                  |
| Benefits                                     | 80,141            | 68,905            | 11,236              | 14.02%                  |
| Instructional Supplies                       | 7,500             | 3,906             | 3,594               | 47.92%                  |
| Operating Expenses                           | 3,700             | 1,394             | 2,306               |                         |
| Equipment                                    | 2,650             | 2,650             | 0                   |                         |
| Reserve/Contingencies                        | 0                 | 0                 | 0                   | 0.00%                   |
| <b><u>Total Expenditures</u></b>             | <b>\$ 396,380</b> | <b>\$ 308,682</b> | <b>\$ 87,698</b>    |                         |
| <br>Net Change in Fund Balance               | <br>\$ (83,589)   | <br>\$ (7,615)    |                     |                         |
| <br><b>Month Ending Fund Balance 5/31/10</b> |                   | <br>\$ 82,644     |                     |                         |

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**STUDENT CENTER FEE - FUND 73**  
**As of 5/31/10**

|  | <b>Budget</b> | <b>Actual</b> | <b>Budget<br/>Remaining</b> | <b>Percentage<br/>Remaining</b> |
|--|---------------|---------------|-----------------------------|---------------------------------|
| <b>Beginning Fund Balance 7/1/09</b>     | \$ 8,170      |               |                             |                                 |
| <b><u>Revenues</u></b>                   | \$ 104,000    | \$ 95,116     | \$ 8,884                    | 8.54%                           |
| <b><u>Expenditures</u></b>               |               |               |                             |                                 |
| Transfers Out                            | \$ 104,000    | \$ 36,915     | \$ 67,085                   | 64.50%                          |
| Net Change in Fund Balance               | \$ -          | \$ 58,201     |                             |                                 |
| <b>Month Ending Fund Balance 5/31/10</b> |               | \$ 66,371     |                             |                                 |

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**HEALTH TRUST FUND - FUND 75**  
**As of 5/31/10**

|  | Budget               | Actual           | Budget<br>Remaining | Percentage<br>Remaining |
|--|----------------------|------------------|---------------------|-------------------------|
| <b>Beginning Fund Balance 7/1/09</b>     | \$ 23,261            |                  |                     |                         |
| <b><u>Revenues</u></b>                   |                      |                  |                     |                         |
| Interest Income                          | \$ 1,000             | \$ 244           | \$ 756              | 75.60%                  |
| Miscellaneous Income                     |                      | \$ 7,665         | \$ -                |                         |
| Transfers In                             | 17,000               | 0                | 17,000              | 0.00%                   |
| <b><u>Total Revenues</u></b>             | <b>\$ 18,000</b>     | <b>\$ 7,909</b>  | <b>\$ 17,756</b>    | <b>98.64%</b>           |
| <b><u>Expenditures</u></b>               |                      |                  |                     |                         |
| Reserve For Contingencies                | \$ -                 | \$ -             | \$ -                |                         |
| Outgoing Transfers                       | 0                    | 0                | 0                   |                         |
| <b><u>Total Expenditures</u></b>         | <b>\$ -</b>          | <b>\$ -</b>      | <b>\$ -</b>         |                         |
| <br>Net Change in Fund Balance           | <br>\$ 18,000        | <br>\$ 7,909     |                     |                         |
| <b>Month Ending Fund Balance 5/31/10</b> |                      | <b>\$ 31,170</b> |                     |                         |
| <br><b>Projected Ending Fund Balance</b> | <br><b>\$ 41,261</b> |                  |                     |                         |

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**SELF INSURANCE TRUST - FUND 78**  
**As of 5/31/10**

|  | <b>Budget</b>    | <b>Actual</b>    | <b>Budget<br/>Remaining</b> | <b>Percentage<br/>Remaining</b> |
|--|------------------|------------------|-----------------------------|---------------------------------|
| <b>Beginning Fund Balance 7/1/09</b>     | \$ 101,317       |                  |                             |                                 |
| <b><u>Revenues</u></b>                   |                  |                  |                             |                                 |
| Interest Income                          | \$ 3,000         | \$ 915           | \$ 2,085                    | 69.50%                          |
| Miscellaneous Income                     | 0                | 0                | 0                           |                                 |
| Transfers In                             | 0                |                  | 0                           |                                 |
| <b><u>Total Revenues</u></b>             | <b>\$ 3,000</b>  | <b>\$ 915</b>    | <b>\$ 2,085</b>             | <b>85.88%</b>                   |
| <b><u>Expenditures</u></b>               |                  |                  |                             |                                 |
| Supplies                                 | \$ 14,000        | \$ 13,689        | \$ 311                      | 2.22%                           |
| Contracted Services                      | 54,000           | 7,624            | 46,376                      | 85.88%                          |
| New Furniture/Equipment                  | 2,000            | 1,779            | 221                         | 0.00%                           |
| Reserve for Contingencies                | 0                | 0                | 0                           |                                 |
| <b><u>Total Expenditures</u></b>         | <b>\$ 70,000</b> | <b>\$ 23,092</b> | <b>\$ 46,908</b>            | <b>67.01%</b>                   |
| <br>Net Change in Fund Balance           | <br>\$ (67,000)  | <br>\$ (22,177)  |                             |                                 |
| <b>Month Ending Fund Balance 5/31/10</b> |                  | <b>\$ 79,140</b> |                             |                                 |
| <b>Projected Ending Fund Balance</b>     | <b>\$ 34,317</b> |                  |                             |                                 |

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2009-2010 Financial Statements**  
**RAMS BOOKSTORE**  
**As of 5/31/10**

|  | <b>Budget</b>       | <b>Actual</b>     | <b>Budget<br/>Remaining</b> | <b>Percentage<br/>Remaining</b> |
|--|---------------------|-------------------|-----------------------------|---------------------------------|
| <b>Beginning Fund Balance 7/1/09</b>     | \$ 248,611          |                   |                             |                                 |
| <b><u>Revenues</u></b>                   | \$ 4,683,000        | \$ 3,397,969      | \$ 1,285,031                | 27.4%                           |
| Less: Cost of Goods Sold                 | \$ 3,550,000        | \$ 2,512,233      | \$ 1,037,767                | 29.2%                           |
| Gross Margin from Local Revenues         | <u>\$ 1,133,000</u> | <u>\$ 885,736</u> |                             |                                 |
| Total Other Income                       |                     | \$ 6,549          |                             |                                 |
| <b><u>Total Revenues</u></b>             | <u>\$ 1,381,611</u> | <u>\$ 892,285</u> |                             |                                 |
| <b><u>Expenditures</u></b>               | \$ 1,442,500        | \$ 678,455        |                             |                                 |
| Estimated labor to be invoiced           |                     | <u>\$ 103,000</u> |                             |                                 |
| <b><u>Total Expenditures</u></b>         | <u>\$ 1,442,500</u> | <u>\$ 781,455</u> | \$ 661,045                  | 45.8%                           |
| Revenues/(Expenditures)                  | \$ (309,500)        | \$ 110,830        | \$ (420,330)                |                                 |
| <b>Month Ending Fund Balance 5/31/10</b> |                     | \$ 359,441        |                             |                                 |
| <b>Projected Ending Fund Balance</b>     | \$ (60,889)         |                   |                             |                                 |



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**AUXILIARY SERVICES**  
**As of 5/31/10**

|  | <b>Budget</b> | <b>Actual</b> | <b>Budget<br/>Remaining</b> | <b>Percentage<br/>Remaining</b> |
|--|---------------|---------------|-----------------------------|---------------------------------|
| <b>Beginning Fund Balance 7/1/09</b>     | \$ 127,381    |               |                             |                                 |
| <b><u>Revenues</u></b>                   | \$ 479,000    | \$ 511,251    | \$ (94,087)                 | -19.64%                         |
| Estimated "Due From" District            |               | <u>61,836</u> |                             |                                 |
| <b><u>Total Revenues</u></b>             |               | \$ 573,087    |                             |                                 |
| <b><u>Expenditures</u></b>               |               |               |                             |                                 |
| District                                 | \$ 479,000    | \$ 308,083    | \$ 114,917                  | 23.99%                          |
| <b><u>Total Expenditures</u></b>         |               | <u>56,000</u> |                             |                                 |
|  |               | \$ 364,083    |                             |                                 |
| Revenues/(Expenditures)                  | \$ -          | \$ 209,004    |                             |                                 |
| <b>Month Ending Fund Balance 5/31/10</b> |               | \$ 336,385    |                             |                                 |
| <b>Projected Ending Fund Balance</b>     | \$ 127,381    |               |                             |                                 |

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**ASB FUND**  
**As of 5/31/10**

|  | <b>Budget</b> | <b>Actual</b> | <b>Budget<br/>Remaining</b> | <b>Percentage<br/>Remaining</b> |
|--|---------------|---------------|-----------------------------|---------------------------------|
| <b>Beginning Fund Balance 7/1/09</b>     | \$ 202,234    |               |                             |                                 |
| <b><u>Revenues</u></b>                   | \$150,000     | \$151,543     | (\$1,543)                   | -1.03%                          |
| Estimated amount "Due From" District     |               | 11,641        |                             |                                 |
| <b><u>Total Revenues</u></b>             |               | \$163,184     |                             |                                 |
| <b><u>Expenditures</u></b>               | \$150,000     | \$159,792     | (\$9,792)                   | -6.53%                          |
| <b><u>Total Expenditures</u></b>         |               |               |                             |                                 |
| Revenues/(Expenditures)                  | \$ -          | \$ 3,392      |                             |                                 |
| <b>Month Ending Fund Balance 5/31/10</b> |               | \$ 205,626    |                             |                                 |
| <b>Projected Ending Fund Balance</b>     | \$ 202,234    |               |                             |                                 |

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**2009-2010 Financial Statements**  
**FEDERAL/STATE GRANT FUNDS**  
**As of 5/31/10**

|  | Budget               | Actual               | Budget<br>Remaining   | Percentage<br>Remaining |
|--|----------------------|----------------------|-----------------------|-------------------------|
| <b>Beginning Fund Balance 7/1/09</b>     | \$ 65,911            |                      |                       |                         |
| <b><u>Revenues</u></b>                   |                      |                      |                       |                         |
| PELL                                     | \$ 13,450,331        | \$ 16,382,129        | \$ (2,931,798)        |                         |
| SEOG                                     | 297,265              | 114,600              | 182,665               |                         |
| Direct Loan                              | 7,447,270            | 9,219,557            | -1,772,287            |                         |
| Cal Grant                                | 917,016              | 948,909              | -31,893               |                         |
| CARE                                     | 36,385               | 118,960              | -82,575               |                         |
| TRIO                                     | 50,650               | 26,686               | 23,964                |                         |
| EOPS                                     | 0                    | 0                    | 0                     |                         |
| ACG                                      | 32,725               | 9,180                | 23,545                |                         |
| <b><u>Total Revenues</u></b>             | <b>\$ 22,231,642</b> | <b>\$ 26,820,021</b> | <b>\$ (4,588,379)</b> |                         |
| <b><u>Expenditures</u></b>               |                      |                      |                       |                         |
| PELL                                     | \$ 13,450,331        | \$ 16,400,364        | \$ (2,950,033)        |                         |
| SEOG                                     | 297,265              | 112,800              | 184,465               |                         |
| Direct Loan                              | 7,447,270            | 8,903,860            | -1,456,590            |                         |
| Cal Grant                                | 917,016              | 944,518              | -27,502               |                         |
| CARE                                     | 36,385               | 115,516              | -79,131               |                         |
| TRIO                                     | 50,650               | 26,686               | 23,964                |                         |
| EOPS                                     | 0                    | 0                    | 0                     |                         |
| ACG                                      | 32,725               | 9,430                | 23,295                |                         |
| Bank Charges                             | 0                    | 0                    | 0                     |                         |
| Origination Fee                          | 0                    | 0                    | 0                     |                         |
| <b><u>Total Expenditures</u></b>         | <b>\$ 22,231,642</b> | <b>\$ 26,513,174</b> | <b>\$ (4,281,532)</b> |                         |
| <br>Net Change in Fund Balance           | <br>\$ -             | <br>\$ 306,847       |                       |                         |
| <b>Month Ending Fund Balance 5/31/10</b> |                      | <b>\$ 372,758</b>    |                       |                         |
| <b>Projected Ending Fund Balance</b>     | <b>\$ 65,911</b>     |                      |                       |                         |