



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

Date: August 14, 2007

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

AGENDA

This meeting will be electronically recorded

**AT THE CONCLUSION OF THE REGULAR MEETING, THE BOARD MAY RECONVENE THE
CLOSED SESSION**

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

1. CLOSED SESSION

(a) Collective Bargaining Contract Update

(b) PUBLIC EMPLOYEE APPOINTMENT, Government Code Section 54957
Project Activity Director (Patricia Bejarano-Vera)

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

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

RECESS TO CLOSED SESSION

2. RECONVENE TO OPEN SESSION

5-6 p.m.

2.1 Accreditation Workshop

2.2 Regular Session

6 p.m.

2.3 Closed Session Report

BOARD OF TRUSTEES: Tom Elder, Dennis Henderson, Donald Nelson, Joe Range, Bettye Underhill, ASB Member

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)

3. GOVERNING BOARD

4. SUPERINTENDENT/PRESIDENT'S REPORT

4.1 Faculty presentation regarding sustainability programs

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 July 10, 2007 regular Board meeting

5.2 Ratification of the following contracts that were approved by Dr. Zellers, Interim Superintendent/President or his designee per Board Policy 2430. These contracts are available to the public in the Superintendent/President's office

VENDOR	DESCRIPTION	Amount	Approved by Legal Counsel	Reimbursable?
Time Optics	Renewal -- maintenance and repair of IMS equipment	\$13,000.00	N/A	NO
M&D Fire Equipment Co.	Renewal - Fire extinguisher and first aid service	\$11,000.00	N/A	NO
American Fire Safety, Inc.	Renewal - Fire sprinkler services	\$3,029.94	N/A	NO
North State Environmental	Renewal -- Hazardous waste management services	\$24,450.00	N/A	NO
Dewey Pest Control	Renewal -- Pest Control Services	\$5,160.00	N/A	NO
Nesdoor Entry Systems Corp.	Renewal -- manual and automatic door service	\$9,980.00	N/A	NO
Thermal Combustion Innovators, Inc.	Biohazardous medical waste disposal service	\$1,000.00	N/A	NO
Automatic Boiler Co.	Renewal Semi-annual tune-up for Bryan Boilers	\$2,500.00	N/A	NO
Excelsior Education Center	Renewal -- police patrol services to Excelsior	\$1,060.00 (income to the District)	YES	NO
Carrier Johnson	Amendment -- revisions to VVC Facilities Master plan	\$4,750.00	N/A	NO
Safety Kleen	Renewal -- service for parts washer in automotive	\$3,609.00	N/A	NO

- 5.3 Ratification of the following contracts that were approved by Dr. Silverman, Superintendent/President or his designee per Board Policy 2430. These contracts are available to the public in the Superintendent/President's office

VENDOR	DESCRIPTION	Amount	Approved by Legal Counsel	Reimbursable?
Luis Pena	Amended agreement – maintenance and repair of all weight room equipment	\$3,700.00	N/A	NO
Contract Education Services	CPR4Life, Marshall Reddick Seminars, Food handlers certification	\$4,500.00	N/A	NO
Campus Planning Group	Educational facilities and coordination consulting services	\$15,000.00	YES	NO
Multi-Media Consulting	Audiovisual consulting services for auditorium renovation	\$54,000.00	YES	NO
Nationwide Power Solutions, Inc.	Renewal – emergency service and preventive maintenance for campus UPS system	\$2,293.00	YES	NO
NEXUS Integration Services	Network hardware for MARS project (Network security monitoring device)	\$35,084.98	YES	NO
Eureka	Renewal - Career information system	\$5,387.50	N/A	NO
Ebmeyer	Provide Transportation for Intercollegiate Football Team During Fall 2007 Term	\$12,240.00	N/A	NO
Mike Brown Grandstands, Inc.	Rental of grandstands for Intercollegiate Football Team During Fall 2007 Term	\$12,032.00	YES	NO
RDB Consulting	Agreement for Personal Services for NIMS & SEMS training/National Incident Management Training	\$800.00	N/A	NO

5.4 Curriculum Changes

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

5.5 Administrative/Management/Confidential Payment of Accrued Vacation Days

Approval of the potential accrued vacation hours for Willard Lewallen, Vice President of Student Services and Louis Zellers, Interim Superintendent/President. Fiscal Impact: \$43,955.04.

5.6 Upward Bound Program Stipend

Approval of the stipend for Janet Long for the Upward Bound Program. Fiscal Impact: \$15,000

- 5.7 Agreement – St. Mary Medical Center
Approval of the agreement between St. Mary Medical Center and Victor Valley College to provide clinical learning locations that allow Allied Health, Nursing and other health programs to utilize medical facilities for student clinical learning rotations, beginning August 1, 2007 through July 31, 2011 unless terminated as provided herein. Fiscal Impact: None to the District.
- 5.8 Donations
Acceptance of donations as college property from the Victor Valley District Foundation for a total amount of \$88,690.18
- 5.9 Board of Trustees Budget Transfers
Approval of Board of Trustees budget transfers.
- 5.10 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report.
- 5.11 Amend Agreement – Chevron Energy Solutions
Approval to change the contract language to delete the last sentence of Section 1.3 "Project Schedule/Notice to Proceed" and to substitute it with the contract language noted on Amendment No. 1. Fiscal Impact: None
- 5.12 Career Pathways Grant – Award Notification
Acceptance of the Career Pathways Grant Award. Fiscal Impact \$150,000 to the District over 2 years.
- 5.13 Upward Bound Grant – Award Notification
Acceptance of the Upward Bound Grant award. Fiscal Impact: \$250,000 to the District for 4 years.
- 5.14 Requirement to Support Cell Phones for Staff
Approval of the stipend in the amount of \$50.00 per month for the following employees, Ken Blaney, Jon Booth, Steve Garcia, Brian Hatchell, Christopher Hylton, Jack Thomas and Bob Richey. Fiscal Impact: The cost of the stipends is \$3,600.00 annually from the general fund. However, by eliminating the other college issued cell phone plans we will realize a net savings of approximately \$25,000.00.
- 5.15 Recalculation of Gann Appropriation Limit
Approval of the Gann appropriation limit for 2007-2008 in the amount of \$83,280,317.00. Fiscal Impact: None
- 5.16 Amend Agreement – Chevron Energy Solutions
Approval of the amendment to the agreement with Chevron Energy Solutions, L.P. Fiscal Impact: None
- 5.17 Classified Reclassification
Approval of the reclassifications and the Memorandum of Agreement for the employees listed, effective September 1, 2007. Fiscal Impact: Budgeted

ACTION AGENDA

6. **BOARD OF TRUSTEES**
- 6.1 Separate approval of items pulled from consent agenda

6.2 Board of Trustees' Retreat

YES ___ NO ___

Approval of the Board of Trustees retreat scheduled August 16, 2007 from 10-2 p.m. at Spring Valley Lake Country Club. Fiscal Impact: \$200.00

8. **INSTRUCTION**

8.1 Dr. Prem Reddy School of Health Science Allocation Plan

YES ___ NO ___

Acceptance of the Dr. Prem Reddy School of Health Science Allocation Plan for 2007-2008 fiscal year. Fiscal Impact: \$200,000.00 to the District from the Dr. Prem Reddy School of Health Science.

8.2 Adopt a Resolution and Approve an Agreement – Child Development Services CPRE-7303

YES ___ NO ___

Adoption of a resolution and approval of an agreement with the California Department of Education for Child Development Services Agreement #CPRE-7303 per the terms and conditions contained therein. Fiscal Impact: \$241,262.00 to the District

8.3 Adopt a Resolution and Approve an Agreement – Child Development Services CCTR-7313

YES ___ NO ___

Adoption of a resolution and approval of an agreement with the California Department of Education for Child Development Services Agreement #CCTR-7313. Fiscal Impact: \$734,020.00 to the District.

8.4 Agreement – Desert Valley Charitable Foundation – Inc.

YES ___ NO ___

Ratification of the agreement with the Desert Valley Charitable Foundation, Inc. for donation of office space located at 12046 Jacaranda Ave., Suite A&B in Hesperia, CA from December 16, 2006 through December, 2009. Fiscal Impact: Gift contribution to the District valued at \$2,594.31 per month for term of the lease of thirty-six months (36) totaling \$93,395.16

8.5 Amended – Augmentation – Grant Agreement – Capacity Building for Associate Degree Nursing Program

YES ___ NO ___

Acceptance of the amended augmentation grant agreement with the California Community College Chancellor's office for the Capacity Building Expansion-AND-RN program for the period of fiscal years 2005-2008. Fiscal Impact: \$562,519.00 to the District.

10. **ADMINISTRATIVE SERVICES**

10.1 Request to Hold a Public Hearing, Adopt a Resolution and Approve an Energy Service Contract

YES ___ NO ___

Adoption of a resolution and approve an energy service contract for the purpose of designing, supplying and installing a fully integrated and operational solar photovoltaic parking shade structure to parking lot #16 in accordance with California Government Code Section 4217.18. Fiscal Impact: Not to exceed \$2,955,973.00 over the next 20 years (100% from direct utility savings.)

- a) The Board president hereby declares the hearing open
- b) The public may now comment on the contract
- c) The Board president hereby declares the hearing closed.

12. INFORMATION/DISCUSSION

12.1 AFT-PTFU Initial Negotiations Proposal to District
Submitted as an informational item.

12.2 Emeritus Status
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 Shared Governance

- a) ASB
- b) Faculty Senate

13.3 Employee Groups

- a) CCA
- b) CSEA
- c) AFT Part-Time Faculty United
- d) Management

14. TRUSTEE COMMENTS

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)

15. CLOSED SESSION CONTINUED (if necessary)

16. REPORT ON RETURN FROM RECONVENED CLOSED SESSION (if necessary)
California Government Code Section 54957.1(a).

17. ADJOURNMENT

(A board retreat will be held August 16, 10-2 p.m. at Spring Valley Lake Country Club)

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: July 10, 2007

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

CALL TO ORDER/ROLL CALL:

The Board of Trustees of Victor Valley Community College District met in Open Session on July 10, 2007 in the Board Room of the Administration building. Mr. Range, Board President, called the meeting to order at 3 p.m.

3 p.m.

TRUSTEE ROLL CALL: Present: Joe Range, Board President; Dennis Henderson, Vice President; Thomas M. Elder II, Trustee, Donald Nelson, Clerk,

Absent: Dr. Bettye Underhill, Trustee

MANAGEMENT PRESENT: Dr. Robert Silverman, Superintendent/President; Mr. Bruce Baron, Vice President Administrative Services; Dr. Marion Boenheim, Vice President, Human Resources, Dr. Marianne Tortorici, Deputy Superintendent/Executive Vice President, Instruction; Linda Jenson, General Counsel; and Annette McComas (Recorder)

PLEDGE OF ALLEGIANCE: Bill Greulich led the Pledge of Allegiance to the Flag.

Bettye Underhill arrived at 3:04 p.m.

Heena Mehra arrived at 6 p.m.

- (1) Under item 5.1, the following vendors that are listed: Law Offices of Dennis Walsh, Andelson, Atkinson, Loya, Ruud & Romo, Lynberg & Watkins, Norman A. Traub and, Burke Williams & Sorensen are being deleted from the agenda
- (2) 11.2 (Agreement – Liebert, Cassidy Whitmore) is being deleted.

Mr. Range, Board President, announced the agenda items that the Board would consider in Closed Session.

1. CLOSED SESSION

- (a) CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION under Government Code Section 54956.9(a):

BOARD OF TRUSTEES: Tom Elder, Dennis Henderson, Donald Nelson, Joe Range, Bettye Underhill, ASB Member

- (1) G. Henderson vs. Victor Valley Community College, San Bernardino County Superior Court Case No. VCVVS 030263
- (2) N. Halisky and C. Halisky vs. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 026112
- (3) F. Freeman vs. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 042951
- (4) Wilkett vs. VVCC, EEOCC Charge No. 550-2007-00976
- (b) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION under Government Code Section 54956.9 (b): 3 cases (3 discrimination cases)
- (c) CONFERENCE WITH LABOR NEGOTIATORS
 - (1) Employee organization CSEA

District's representatives: Dr. Jean Malone, Dr. Marion Boenheim, Willie Davis Pringle and Jack Thomas.
 - (2) Employee organization CTA

District's representatives: Drs. Marion Boenheim, Marianne Tortorici, and John Rude
 - (3) Employee organization: AFT/PTFU
District's representative: Drs. Lori Kildal, Marianne Tortorici, Marion Boenheim
 - (4) Employee organization: Management
District's representative: Dr. Jean Malone, Dr. Marianne Tortorici, Jeffrey Holmes, Robert Sewell, Sheri Nolan-Foster, Jaye Tashima
- (d) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
- (e) PUBLIC EMPLOYEE APPOINTMENT, Government Code Section 54957
Instructor, Physics
Bilingual Counselor
Associate Director, CDC
Project Activity Director
- (f) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Superintendent/President

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS: None

At 3:06 p.m., Board President, Joe Range recessed to closed session.

2. RECONVENE TO OPEN SESSION

At 6 p.m., Board President, Joe Range reconvened the meeting in open session and introduced Dr. Silverman, Superintendent/President.

- (1) Under item 5.1, the following vendors that are listed: Law Offices of Dennis Walsh, Andelson, Atkinson, Loya, Ruud & Romo, Lynberg & Watkins, Norman A. Traub and, Burke Williams & Sorensen are being deleted from the agenda
- (2) 11.2 (Agreement – Liebert, Cassidy Whitmore) is being deleted.
- (3) 5.14 (Administrative/Management/Confidential Payment of Accrued Vacation Days) is being deleted.

On behalf of Board of Trustees, Mr. Range introduced Dr. Silverman and welcomed him to his first board meeting.

Mr. Range announced that there was no report out of Closed Session.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS ONLY: Margaret Kagy (5.1 and 11.1), Dave Chip (5.10 and 11.1), Karen Erdmann (11.1), Arlene Greene (11.1), Teresa Robillard (11.1), Christian Zambrano, (11.1), Margaret Kagy, (11.2),

3. **GOVERNING BOARD**

Mr. Elder suggested that future board meetings should begin at 4:30 p.m. instead of 3 p.m. Dr. Underhill supported Mr. Elder's suggestion. Mr. Henderson recalls that the public has been left sitting until 6:30 p.m. Mr. Nelson felt that 4 p.m. should be the latest the meeting should begin. Mr. Range agreed with Mr. Elder and Dr. Underhill that future board meetings should begin at 4:30 p.m.

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

- 4.1 Dr. Silverman announced that he was glad to be here and points out that there are many challenges to be met.
- 4.2 Deputy Superintendent/Executive Vice President/Instruction
No report
- 4.3 Vice President, Student Services
No report
- 4.4 Vice President, Administrative Services
No report
- 4.5 Vice President, Human Resources
No report

5. **CONSENT AGENDA**

It was MSC (Elder /Underhill, 5-0) to approve the consent items in one motion as amended with the following vendors under item 5.1 deleted Dennis Walsh, Andelson, Atkinson, Loya, Ruud & Romo, Lynberg & Watkins, Norman A. Traub and Burke, Williams and Sorensen and items 11.2 (Agreement – Liebert, Cassidy, Whitmore) and 5.14 (Administrative/Confidential Payment of Accrued Vacation Days) deleted.

- 5.1 Ratification of the following contracts that were approved by Dr. Louis E. Zellers, Interim Superintendent/President or his designee per Board Policy 2430. These contracts are available to the public in the Superintendent/President's office

VENDOR	DESCRIPTION	Amount	Approved by Legal Counsel	Reimbursable
Johanna Black	Facilitate workshops on California High School Exit Exam preparation	\$3,000.00	N/A	YES
Nancy Noyer	Facilitate workshops on California High School Exit Exam preparation	\$3,000.00	N/A	YES
Jonell Larsen	Facilitate workshops on California High School Exit Exam preparation	\$3,000.00	N/A	YES
Isabela Hoegerman	Facilitate workshops on California High School Exit Exam preparation	\$3,000.00	N/A	YES
Gary Williams	Provide training for faculty teams on student learning outcomes assessment	\$1,000.00	N/A	YES
Candi Hill	Participate in workshop to develop Bridge Program for 2007-08 (June 25-27, 2007)	\$1,200.00	N/A	YES
Keenan & Associates	Renewal Loss Control – perform certified inspections, research, reports	\$7,500.00	N/A	YES
Keenan & Associates	Renewal Loss Control – safety training/daily rate per training	\$7,500.00	N/A	YES
Contract Education Services	Notary Public Seminars and Execu Dress course	\$8,485.00	N/A	YES
Hershey Systems, Inc.	Amended agreement to reflect additional index module license (original agreement was \$33,155 now \$37,355)	\$4,200	N/A	NO
DELETED Law Offices of Dennis J. Walsh	Legal consulting services	\$50,000.00	N/A	NO
DELETED Adelson, Atkinson, Loya, Ruud & Romo	Legal consulting services	\$10,000	N/A	NO
DELETED Lynberg & Watkins	Legal consulting services	\$30,000	N/A	NO
DELETED Norman A. Traub Associates	Provide investigation of discrimination and/or harassment complaints and to provide testimony at	\$20,000	NO	NO

	personnel hearings, executive sessions, depositions, or court proceedings.			
Desert Valley Medical Group	To provide medical services from July 1, 2007 through June 30, 2008	Not to exceed \$64,000	NO	
CMS Inc.	Software agreement	\$34,083.31	YES	NO
Cooperative Organization for the Development of Employee Selection Procedures	Membership renewal	\$1,750.00	N/A	NO
DELETED Burke, Williams & Sorensen	Specialized legal consulting services	Not to exceed \$60,000	N/A	NO
Joseph M. Ho. M.D. Inc	Provide medical services from July 1, 2007 through June 30, 2008	Not to exceed \$64,000	NO	NO

- 5.2 Change Order – ASR Constructors – Speech/Drama Addition
Approval of the Change Order No. 01-01. Total Fiscal Impact: \$57,629.72 (This project is State funded and will be 100% reimbursable to the District through Fund 71 up to the approved contract amount.)
- 5.3 Change Order – Caston Plastering & Drywall – Speech/Drama Addition
Approval of the Change Order No. 13-01. Total Fiscal Impact: \$16,711.36 (This project is State funded and will be 100% reimbursable to the District through Fund 71 up to the approved contract amount.)
- 5.4 Change Order – Inland Building Companies, Div. Inland Acoustics– Speech/Drama Addition
Approval of the Change Order No. 06-01. Total Fiscal Impact: \$6,806.29 (This project is State funded and will be 100% reimbursable to the District through Fund 71 up to the approved contract amount.)
- 5.5 Change Order – United Contractors– Speech/Drama Addition
Approval of the Change Order No. 18-01. Total Fiscal Impact: \$1,853.00 (This project is State funded and will be 100% reimbursable to the District through Fund 71 up to the approved contract amount.)
- 5.6 Change Order – Dan Worley Plumbing– Speech/Drama Addition
Approval of the Change Order No. 08-01. Total Fiscal Impact: \$38,173.00 (This project is State funded and will be 100% reimbursable to the District through Fund 71 up to the approved contract amount.)
- 5.7 Change Order – T.B. Penick & Sons, Inc. – Advanced Technology Center
Approval of the Change Order No. 02-02. Total Fiscal Impact: \$144,281.24 (This project is State funded and will be 100% reimbursable to the District through Fund 71 up to the approved contract amount.)
- 5.8 Board of Trustees Budget Transfers
Approval of the Board of Trustees budget transfers.

- 5.9 Board of Trustees Payments Report
Approval of the Board of Trustees Payments report.
- 5.10 Revised – Child Development Center Parent Handbook
Approval of the revised Child Development Center Parent Handbook. Fiscal Impact: None
- 5.11 Revised ASB Constitution
Approval of the revised ASB constitution. Fiscal Impact: None
- 5.12 Academic Ratification of Equivalency Requests
Ratification of the equivalency for David Olson, Counseling. Fiscal Impact: None
- 5.13 Disaster Planning
Identify a future date to receive a short presentation on disaster planning. Fiscal Impact: N/A
- 5.14 ~~DELETED~~ Administrative/Management/Confidential Payment of Accrued Vacation Days
Approval of the accrued vacation hours for Willard Lewallen, Vice President of Student Services, Louis Zellers, Interim, Superintendent/President. Fiscal Impact: Budgeted
- 5.15 Approval of the minutes of the June 12, 2007 regular Board meeting.

ACTION AGENDA

- 6. **BOARD OF TRUSTEES**
- 6.1 Separate approval of items pulled from consent agenda
- 10. **ADMINISTRATIVE SERVICES**
- 10.1 Bid Award – Emergency Generator System – Advanced Technology Center
It was MSC (Underhill/Elder, 5-0) to approve the bid award to RDM Electric Company, Inc. in the amount of \$169,600.00 for the Emergency Generator System for the Advanced Technology Center Project. Fiscal Impact: Fund 71 expenditure \$169,600 (This project is State funded and will be 100% reimbursable to the District through Fund 71 up to the approved contract amount.)
- 10.2 Cooperative Bid – Trustees of the California State University, Vizual Symphony
It was MSC (Underhill/Nelson, 5-0) to approve the purchase of Epson Data video projector products and services under the terms and conditions of the Trustees of the California State University, Agreement #50738, utilizing Vizual Symphony. Fiscal Impact: Budgeted
- 10.3 Agreement – Official Payments Corporation
It was MSC (Nelson/Underhill, 5-0) to approve the agreement with Official Payments Corporation to provide IVR, POS, and WEB support for student payments. Fiscal Impact: \$55,000.00 per year for a total of \$165,000.00 for three years, budgeted item from the General Fund. Fiscal Impact: Budgeted

10.4 Five-Year Facilities Plan

It was MSC (Nelson/Elder, 5-0) to approve of the five-year facilities plan. Fiscal Impact: None

10.5 Renewal Agreement – Novell Software License Renewal

It was MSC (Underhill/Elder, 5-0) to approve the renewal annual agreement with Novell for software maintenance through June 30, 2008. Fiscal Impact: Budgeted item, not to exceed \$132,469.00

10.6 Furniture Purchase – Computer Comforts, Inc.

It was MSC (Elder/Underhill, 5-0) to approve to participate with Computer Comforts Inc. for classroom furniture and services under the terms and conditions of the U.S. General Services Administration Schedules Program. Fiscal Impact: Not to exceed \$500,000.00. (These projects are State funded and will be 100% reimbursable to the District through Fund 71.)

10.7 Amend Agreement – M. Klein Inspections

It was MSC (Elder/Underhill, 5-0) to approve the amendment to the agreement with M. Klein Inspections to provide Class II Department of State Architects inspection services. Fiscal Impact: The Total Impact: The total Fiscal Impact is projected not to exceed \$36,000.00. (This project is State funded and will be 100% reimbursable to the District through fund 71.)

10.8 Agreement - Response to Request for Proposals for Exclusive Beverage Service - Pepsi Bottling Group.

It was MSC (Elder/Nelson, 5-0) to approve the contract for exclusive beverage services to Pepsi Bottling Group. Fiscal Impact: Monthly commission + \$20,000.00. Exclusivity commission over course of contract.

11. HUMAN RESOURCES

11.1 Classified Layoff For Lack of Funds

It was MSC (Elder/Nelson, 4-1, Henderson, No) to adopt the resolution to layoff for lack of funds five positions of associate teacher in the Child Development Center, and authorize and direct the Vice President of Human Resources to give notice of layoff to the five (5) associate teachers in the Child Development Center. Fiscal Impact: Budgeted

11.2 DELETED Agreement – Liebert Cassidy Whitmore

Ratification of the agreement with Liebert Cassidy Whitmore for legal consulting services as indicated in the agreement.

11.3 Foundation Employment Agreements

It was MSC (Elder/Nelson, 5-0) to ratify the agreement with the Foundation for the employment of the Foundation's Executive and Executive/Financial Assistant. Fiscal Impact: Funds are reimbursed by the Foundation; no fiscal impact to the District.

12. INFORMATION/DISCUSSION

12.1 Quarterly Financial Status Report (CCFS-311Q)

Submitted as an informational item.

- 12.2 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 Governmental Relations

no report

13.2 Foundation
Ginger Ontiveros

13.3 Shared Governance
a) ASB
Heena Mehra

b) Faculty Senate
No report

13.4 Employee Groups

a) CCA
None

b) CSEA
Arlene Greene

c) AFT Part-Time Faculty United
Neal Kelsey

d) Management
No report

14. TRUSTEE COMMENTS

Don Nelson, Dennis Henderson, Bettye Underhill, Tom Elder, Joe Range

PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: The following individuals made comments with respect to non-agendized items: Joyce Sweet, Margaret Kagy, Dave Chip, and Nord Embroden

15. ADJOURNMENT

It was MSC (Henderson/Underhill, 5-0) to adjourn the meeting at 7:38 p.m. The motion carried unanimously.

Donald Nelson, Clerk

Date Approved

July 10, 2007
Minutes

5.2 Ratification of the following contracts that were approved by Dr. Zellers, Interim Superintendent/President or his designee per Board Policy 2430. These contracts are available to the public in the Superintendent/President's office

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M&D Fire Equipment Co.	Renewal - Fire extinguisher and first aid service	\$11,000.00	N/A	NO
American Fire Safety, Inc.	Renewal - Fire sprinkler services	\$3,029.94	N/A	NO
North State Environmental	Renewal – Hazardous waste management services	\$24,450.00	N/A	NO
Dewey Pest Control	Renewal – Pest Control Services	\$5,160.00	N/A	NO
Nesdoor Entry Systems Corp.	Renewal – manual and automatic door service	\$9,980.00	N/A	NO
Thermal Combustion Innovators, Inc.	Biohazardous medical waste disposal service	\$1,000.00	N/A	NO
Automatic Boiler Co.	Renewal Semi-annual tune-up for Bryan Boilers	\$2,500.00	N/A	NO
Excelsior Education Center	Renewal – police patrol services to Excelsior	\$1,060.00 (income to the District)	YES	NO
Carrier Johnson	Amendment – revisions to VVC Master plan	\$4,750.00	N/A	NO
Safety Kleen	Renewal – service for parts washer in automotive	\$3,609.00	N/A	NO

5.3 Ratification of the following contracts that were approved by Dr. Silverman, Superintendent/President or his designee per Board Policy 2430. These contracts are available to the public in the Superintendent/President's office

VENDOR	DESCRIPTION	Amount	Approved by Legal Counsel	Reimbursable?
Luis Pena	Amended agreement – maintenance and repair of all weight room equipment	\$3,700.00	N/A	NO
Contract Education Services	CPR4Life, Marshall Reddick Seminars, Food handlers certification	\$4,500.00	N/A	NO
Campus Planning Group	Educational facilities and coordination consulting services	\$15,000.00	YES	NO
Multi-Media Consulting	Audiovisual consulting services for auditorium renovation	\$54,000.00	YES	NO
Nationwide Power Solutions, Inc.	Renewal – emergency service and preventive maintenance for campus UPS system	\$2,293.00	YES	NO
NEXUS Integration Services	Network hardware for MARS project (Network security monitoring device)	\$35,084.98	YES	NO
Eureka	Renewal - Career information system	\$5,387.50	N/A	NO
Ebmeyer	Provide Transportation for Intercollegiate Football Team During Fall 2007 Term	\$12,240.00	N/A	NO
Mike Brown Grandstands, Inc.	Rental of grandstands for Intercollegiate Football Team During Fall 2007 Term	\$12,032.00	YES	NO
RDB Consulting	Agreement for Personal Services for NIMS & SEMS training/National Incident Management Training	\$800.00	N/A	NO

INSTRUCTION

AUGUST 14, 2007

TOPIC: CURRICULUM CHANGES

The College Curriculum Committee is meeting on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on April 25, 2007, May 10, 2007, May 24, 2007, and June 7, 2007 are listed on the attached sheet.

Fiscal Impact: None

RECOMMENDATION:

It is recommended that the Board of Trustees approve the curriculum changes that have been recommended by the College Curriculum Committee.

REFERENCE FOR AGENDA: YES

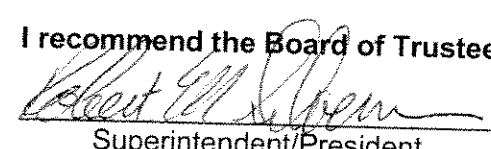
General Counsel Approval: YES ___ NO ___ NOT APPLICABLE X

I recommend the Board of Trustees approve this item


Deputy Superintendent/Executive
Vice President, Instruction

Date 7-11-07

I recommend the Board of Trustees approve this item


Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

2006/2007 CURRICULUM COMMITTEE RECOMMENDATIONS
April 25, May 10 and 24, and June 7, 2007 Meetings

COURSE	TITLE	CHANGE/JUSTIFICATION	DEGREE APPROPRIATE (NEW COURSE ONLY)	DATE
2007-08 CALENDAR	Curriculum Committee Meetings and Agenda Deadlines	Approved 2007-08 Curriculum Committee Calendar		
ADPE 80	Adult Tennis	New Noncredit course	Noncredit	5/24/2007
AGNR	Ecological Restoration Technician Certificate	Update certificate to 19.0-21.0 units, pending Chancellor's Office approval		5/24/2007
AGNR	Environmental Technology Certificate	Update certificate to 18.0-20.0 units, pending Chancellor's Office approval		5/24/2007
AGNR	Natural Resource Certificate	Update certificate to 21.0-23.0 units, pending Chancellor's Office approval		5/24/2007
AGNR	Water Management Certificate	New certificate - 28.0-30.0 units, pending Chancellor's Office approval		5/24/2007
AGNR 65	Animal Management Lab	New course		5/24/2007
AJ	Autopsy Assistant Certificate	New certificate - 15.5 units	Associate	5/24/2007
AJ 133	Writing for Criminal Justice	Update course		5/24/2007
ANTH 90	Introduction to Linguistic Anthropology	Changed course number to ANTH 106		5/24/2007
AUTO 51	Automotive Engines and Drive Trains	Update course	Transfer	5/24/2007
AUTO 51	Automotive Engines and Drive Trains	Approved AUTO 50 as a prerequisite		4/26/2007
AUTO 62	Automotive Detailing	Revised units and lab/lecture hours		4/26/2007
AUTO 77	Automotive Services Writing and Shop Manager	Update course		5/10/2007
AUTO 86.1	Import Sport Tuning Engine Performance	Revised lab/lecture hours		5/10/2007
AUTO 86.2	Import Suspension Sport Tuning	Revised lab/lecture hours		4/26/2007
AUTO 86.3	Extreme On and Off Road Suspension	Revised lab/lecture hours		4/26/2007
AUTO 86.4	Aftermarket Electrical Accessories	Revised lab/lecture hours		4/26/2007
AUTO 86.5	Import Body Customizing	Revised lab/lecture hours		4/26/2007
AUTO 86.6	American Iron Hot Rods	New course		4/26/2007
AUTO	Import Sport Tuning and Customization	New certificate - 16.0 units	Associate	4/26/2007
BET 143	Business English	Update course		4/26/2007
BET 143	Business English	Approved as online course		5/10/2007

2006/2007 CURRICULUM COMMITTEE RECOMMENDATIONS
April 25, May 10 and 24, and June 7, 2007 Meetings

COURSE	TITLE	CHANGE/JUSTIFICATION	DEGREE APPROPRIATE (NEW COURSE ONLY)	DATE
BET 145	Communications for Business	Approved as online course		5/10/2007
CIT	Administrative Assistant Certificate	Update certificate		5/24/2007
CIT	Computer Systems I Certificate	Update certificate		5/24/2007
CIT	Computer Systems II Certificate	Update certificate		5/24/2007
CIT	Data Typist Certificate	Update certificate		5/24/2007
CIT	Office Services Certificate	Update certificate		5/24/2007
CMST	Communications Studies	Update certificate		5/24/2007
CMST 105	Intercultural Communication	Change all SPCH course prefixes to CMST		5/10/2007
CMST 105	Intercultural Communication	Update course		5/24/2007
ENGL 101.0	English Composition and Reading	Approved as online course		5/24/2007
ENGL 101.0	English Composition and Reading	Update course		5/24/2007
ENGL 101.0H	Honors English Composition and Reading	Approved ENGL 50 as a prerequisite		5/24/2007
ENGL 101.0H	Honors English Composition and Reading	Update course, change units		5/24/2007
ENGL 104	Critical Thinking and Composition	Approved acceptance into the Honors Program as well as meeting prerequisites for ENGL 101.0 as prerequisites.		5/24/2007
ENGL 104	Critical Thinking and Composition	Update course		5/24/2007
ENGL 104H	Honors Critical Thinking and Composition	Approved ENGL 101.0 as a prerequisite		5/24/2007
ENGL 104H	Honors Critical Thinking and Composition	Update course, change units		5/24/2007
HIST 117	US History to 1876	Approved acceptance into the Honors Program as well as meeting prerequisites for ENGL 104 as prerequisites.		5/24/2007
HIST 117	US History to 1876	Update course		5/24/2007
NONCREDIT	Noncredit Course Outline Proposal form	Approved as online course		5/24/2007
POLS 136	Legal Writing for Paralegals	Approved form for noncredit course proposals		5/24/2007
POLS 137	Beginning Legal Research for Paralegals	New course	Transfer	5/24/2007
POLS 139	Wills and Trusts for Paralegals	New course	Transfer	5/24/2007
		New course	Transfer	5/24/2007

2006/2007 CURRICULUM COMMITTEE RECOMMENDATIONS
April 25, May 10 and 24, and June 7, 2007 Meetings

COURSE	TITLE	CHANGE/JUSTIFICATION	DEGREE APPROPRIATE (NEW COURSE ONLY)	DATE
RLST 110	Religions of the Middle East and the West	Update course, change title		5/24/2007
RLST 110	Religions of the Middle East and the West	Approved eligibility for ENGL 101 as recommended preparation		5/24/2007
RLST 110	Religions of the Middle East and the West	Approved as online course		5/24/2007
RLST 111	Religions of South and East Asia	New course	Transfer	5/24/2007
RLST 111	Religions of South and East Asia	Approved eligibility for ENGL 101 as recommended preparation		5/24/2007
RLST 111	Religions of South and East Asia	Approved as online course		5/24/2007
RMGT 94	Hospitality and Restaurant Management	New course	Associate	5/10/2007

HUMAN RESOURCES

AUGUST 14, 2007

TOPIC: ADMINISTRATIVE/MANAGEMENT/CONFIDENTIAL PAYMENT OF ACCRUED
VACATION DAYS

TO THE BOARD OF TRUSTEES:

The district wishes to authorize payment for potential accrued vacation hours for the following administrative management employee. (Because absence reports cannot be finalized before the employee's last day of work, the maximum number of accrued vacation hours/pay is listed.)

1. Willard Lewallen, vice president of Student Services, not to exceed 41.5 days, \$27,053.44
2. Louis Zellers, interim superintendent/president, not to exceed 20 days, \$16,901.60

Fiscal Impact: Budgeted


RECOMMENDATION:

It is recommended that the board approve the payment as listed.

REFERENCE FOR AGENDA: NO

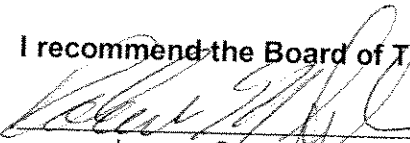
General Counsel Approval: YES ___ NO ___ NOT APPLICABLE ___

I recommend the Board of Trustees approve this item



Vice President, Human ResourcesDate 7-18-07

I recommend the Board of Trustees approve this item



Superintendent/PresidentDate 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

HUMAN RESOURCES

AUGUST 14, 2007

TOPIC: UPWARD BOUND PROGRAM STIPEND

TO THE BOARD OF TRUSTEES:

The district wishes to provide a stipend for Janet Long to implement, monitor, and assess the Upward Bound Program. The total stipend in the amount of \$15,000 for the period from September 20, 2007, through June 30, 2007, will be divided into nine equal monthly payments.

Fiscal Impact: Budgeted from the Upward Bound Program (a federally funded grant program)

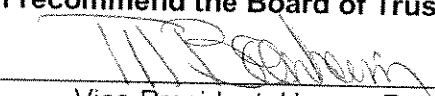
RECOMMENDATION:

It is recommended that the board approve the stipend in the amount of \$15,000 for Janet Long for the Upward Bound Program as listed.

REFERENCE FOR AGENDA: NO

General Counsel Approval: YES ___ NO ___ NOT APPLICABLE ___

I recommend the Board of Trustees approve this item



Vice President, Human ResourcesDate 7-26-07

I recommend the Board of Trustees approve this item



Superintendent/PresidentDate 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

INSTRUCTION

AUGUST 14, 2007

TOPIC: AGREEMENT – ST. MARY MEDICAL CENTER

The district desires to enter in to an agreement between St. Mary Medical Center and Victor Valley College to provide clinical learning locations that allow Allied Health, Nursing, and other health programs to utilize medical facilities for student clinical learning rotations beginning August 1, 2007 through July 31, 2011 unless otherwise terminated as provided herein.

Fiscal Impact: None to the District

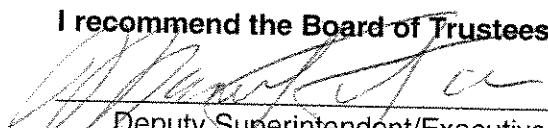
RECOMMENDATION:

It is recommended that the Board of Trustees approve an agreement between St. Mary Medical Center and Victor Valley College to provide clinical learning locations that allow Allied Health, Nursing, and other health programs to utilize medical facilities for student clinical learning rotations beginning August 1, 2007 through July 31, 2011 unless terminated as provided herein.

REFERENCE FOR AGENDA: YES


General Counsel Approval: YES X NO ___ NOT APPLICABLE ___

I recommend the Board of Trustees approve this item


Deputy Superintendent/Executive
Vice President, Instruction

Date 7-11-07

I recommend the Board of Trustees approve this item


Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Agreement is entered into on August 1, 2007, by and between St. Mary Medical Center ("Hospital") and Victor Valley College ("School").

ARTICLE I

RECITALS

1.1 Hospital. Hospital is an acute care health facility licensed by the State of California and accredited by the Joint Commission on Accreditation of Healthcare Organizations.

1.2 School. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

1.3 Intent. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)"), as referenced in Exhibit A attached hereto and incorporated herein by reference, and School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

1.4 Purpose of This Agreement. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

ARTICLE II

RESPONSIBILITIES OF SCHOOL

2.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering health care education Program(s) eligible, if necessary, for accreditation and approval by any state board or agency.

2.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

2.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

2.4 Discipline. School shall be responsible for counseling, controlling, and disciplining students.

2.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

2.6 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, rubella, DT, tuberculin skin test and chest x-ray, if determined appropriate by Hospital. School shall also ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions. Also, School shall ensure to the best of its ability that all students are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Hospital.

2.7 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require every student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

2.8 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

2.9 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information, except where necessary in the regular course of the Program(s). School shall ensure that all

students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

2.10 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

2.11 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever, including but not limited to, attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors; provided, however, that neither party shall be liable to the other party hereunder for any claim covered by insurance, except to the extent the liability of such party exceeds the amount of such insurance coverage.

2.12 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

ARTICLE III

RESPONSIBILITIES OF HOSPITAL

3.1 Access. Hospital shall permit nonexclusive access to the

Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities, as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

3.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

3.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

3.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Health Services and the Joint Commission on Accreditation of Healthcare Organizations.

3.5 Patient Care. Pursuant to Section 70713 of Title 22, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for services rendered to Hospital patients. Further, School shall ensure students conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, the Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission for Accreditation of Healthcare Organizations ("JCAHO"), professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of JCAHO and state law and is not intended to modify the independent contractor relationship, nor mutual indemnification requirements between the parties herein.

3.6 Space and Storage. Hospital agrees to provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

3.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the

foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

3.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

3.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

3.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

3.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

ARTICLE IV

RELATIONSHIP OF THE PARTIES

4.1 Term. This Agreement shall commence as of the effective date of this Agreement and shall remain in full force and effect for four (4) years unless otherwise terminated as provided herein.

4.2 Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. However, to the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

4.3 Relationship of Parties. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an

employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Also, students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include, but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

4.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

4.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

4.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

ARTICLE V

GENERAL PROVISIONS

5.1 Amendments. This Agreement may be amended, but only if in writing, dated and executed by the parties' authorized representatives and attached hereto. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital to comply with its tax-exempt bond obligations and covenants, to maintain its tax-exempt status, and to qualify for tax-exempt financing.

5.2 Assignment. Neither party shall assign its rights or delegate its

duties under this Agreement without the prior written consent of the other party.

5.3 Compliance. It is acknowledged that the Corporate Responsibility Program applies to the services and obligations described herein. This program is intended to prevent compliance concerns such as fraud, abuse, false claims, excess private benefit and inappropriate referrals. This compliance program requires and it is hereby agreed that any regulatory compliance concerns shall be promptly reported either to an appropriate manager or through the hotline (877-808-8133). Further, it is represented and warranted that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this organization shall be promptly reported to an organization manager or via the hotline (as above). Failure to abide by these compliance requirements shall immediately and automatically terminate this Agreement.

5.4 Entire Agreement. This Agreement contains the full and complete agreement between the parties hereto regarding the subject matter hereof and supersedes any and all previous and contemporaneous agreements whether oral or written between the parties.

5.5 Jurisdiction. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Further, any action arising out of this Agreement shall be instituted and prosecuted only in a Court of proper jurisdiction in San Bernardino County, California.

5.6 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

5.7 Notices. Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

If to Hospital:
St. Mary Medical Center
18300 Hwy 18
Apple Valley, CA 92307
Attn: Learning and Curriculum Department

If to School:
Victor Valley College
Health Sciences
18422 Bear Valley Rd.
Victorville, CA 92395
Attn: Donna Derryberry

5.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

5.9 Waiver. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

HOSPITAL

SCHOOL

By: 
President and CEO

By: _____

Printed Name

Title: _____

Date: _____

DR. MARIANNE TORTORICI

Printed Name

Deputy Superintendent/Executive
Vice President, Instruction

EXHIBIT A

PROGRAM(S)

(Without On-Site School Instructor)

Name of department at School: Nursing, Paramedics, Respiratory Therapy,
Emergency Medical Technician and Phlebotomy.

ADMINISTRATIVE SERVICES

AUGUST 14, 2007

TOPIC: DONATIONS

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for Victor Valley College (\$81,866.33 in-kind cash donations, \$6,823.85 in scholarships) for a total amount of \$88,690.18. In addition the Foundation has also received property donations as listed. These donations are for the period ending June 30, 2007.

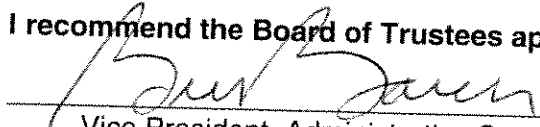
RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

General Counsel Review: YES ___ NO ___ NOT APPLICABLE X ___


I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 7/24/07

I recommend the Board of Trustees approve this item



Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations

June, 2007

Project Description	Post date	Trans. Amount	Account Description	Reference
Agriculture (Mojave Sustainability Project)	6/13/07	\$13,131.87	Salaries & Wages	AG Payroll and Benefits
Agriculture (Mojave Sustainability Project)	6/13/07	\$515.27	Equipment / Supplies	AG Payroll and Benefits
Agriculture Total:		\$13,647.14		
Golf Team	6/13/07	\$81.06	Meals	Reimbursement for Golf Banquet
Women's Tennis	6/26/07	\$866.39	Commissions	SoCal Women's Regional Tournament
Athletics Total:		\$947.45		
Chesser, Debbie (Campus Grant)	6/14/07	\$996.29	Grants Awarded	Credit Card Charges
Mackay, Pamela (Campus Grant)	6/13/07	\$215.00	Grants Awarded	Stipend for Bio Dept
Mackay, Pamela (Campus Grant)	6/13/07	\$195.00	Grants Awarded	Stipend for Bio Dept
Mackay, Pamela (Campus Grant)	6/13/07	\$170.00	Grants Awarded	Stipend for Bio Dept
Campus Grants Total:		\$1,576.29		
CNSA of VVC	6/5/07	\$70.04	Awards & Recognition	Award for Pat Luther
VVC Nursing Weekend College	6/30/07	\$56,055.54	Grants Awarded	St. Mary and Desert Valley Hospital 4th Qtr Pmt
Nursing Total:		\$56,125.58		
Dr. Prem Reddy Fund	6/13/07	\$92.66	Meals	Meal Costs for Traci Marin Conference
Dr. Prem Reddy Fund Total:		\$92.66		
Fire Technology Program	6/13/07	\$260.00	Equipment / Supplies	Portable Toilets for Training Burn
Fire Technology Program	6/14/07	\$26.93	Awards & Recognition	Credit Card Charges
Fire Technology Program	6/26/07	\$63.72	Hospitality	Fire Tech Coffee Service
Fire Technology Program Total:		\$350.65		
Friends of the Library	6/13/07	\$33.95	Facilities & Decorations	Reimb for Writing Contest Ceremony Supplies
Friends of the Library Total:		\$33.95		
General Scholarship Clearing Fund	6/13/07	\$6,823.85	Scholarships	Scholarships Received thru 6/13/07
Scholarships Total:		\$6,823.85		
Model United Nations Club	6/14/07	\$1,000.00	Facilities & Decorations	Credit Card Charges
MUN Total:		\$1,000.00		
Paramedic Academy	6/14/07	\$150.00	Outside Labor	NREMT-P Exam Proctor
Paramedic Academy	6/14/07	\$150.00	Outside Labor	NREMT-P Exam Proctor
Paramedic Academy	6/14/07	\$150.00	Outside Labor	NREMT-P Exam Proctor

June, 2007

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ADMINISTRATIVE SERVICES

AUGUST 14, 2007

TOPIC: BOARD OF TRUSTEES BUDGET TRANSFERS

The 2006-07 adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, some accounts have surplus funds while others are under budgeted. 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). The budget transfers that have been requested are attached. This report has been revised to include more detail and better understanding of the transfers being requested.


RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

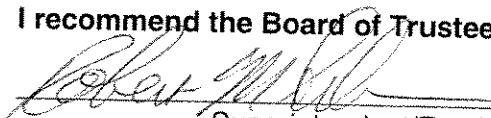
General Counsel Review: YES ___ NO ___ NOT APPLICABLE X ___

I recommend the Board of Trustees approve this item


Vice President, Administrative Services

Date 7/24/07

I recommend the Board of Trustees approve this item


Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 06/07/07 to 06/30/07

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
809	F01	Utilities		6400-New Equipment		95,000
			Utilities	5510-Natural Gas	95,000	
		(To cover negative balance)				
810	F01	Utilities		5520-Electric		190,000
			Utilities	6400-New Equipment	190,000	
		(To cover negative balance)				
811	F01	District-Wide Holding Program		8626-Calworks	55,000	
			Calworks Coordination	2480-Class-I/NR-Students	55,000	
		(Calworks Budget Augmentation)				
814	F01	Technical Services		4500-Other Supplies		50
			Technical Services	5815-Plaques/Awards w/Engraving	50	
		(To cover negative balances)				
814	F01	Dean-Vocational Programs		5202-Travel/Conference-Admin		1,000
			Dean-Vocational Programs	2390-Class-Short Term/Temp/NI	400	
			Dean-Vocational Programs	2480-Class-I/NR-Students	600	
		(For add'l payroll expenses)			1,000	1,000
815	F01	Library		4300-Instructional Supplies		51
			Library	5745-Collection Processing Fees	51	
		(For Collection Processing Fees)				
816	F01	VP-Human Resources		6400-New Equipment		5,000
			VP-Human Resources	5840-Contracted Services	2,000	
			VP-Human Resources	5130-Contracted Svcs-Doctors	3,000	
		To cover Contracted Services expenses)			5,000	5,000
817	F01	Student Support Svcs-Title IV		3910-Other Benefits-Instructional		6,841
		Student Support Svcs-Title IV		5691-Prior Year Rollovers		33,972
		Student Support Svcs-Title IV		2494-Class Subs/Inst	665	
		Student Support Svcs-Title IV		3110-State Tchrs Ret System	600	
		Student Support Svcs-Title IV		3210-Public Employees Ret System	564	
		Student Support Svcs-Title IV		3310-OASDI	569	
		Student Support Svcs-Title IV		3315-Medicare	265	
		Student Support Svcs-Title IV		3350-Public Agency Ret System	75	
		Student Support Svcs-Title IV		3610-Workers Compensation	669	
		Student Support Svcs-Title IV		3920-Other Benefits-Non Instruction	3,296	
		Student Support Svcs-Title IV		5940-Contracted Services	138	
		Student Support Svcs-Title IV		1280-Academic-NI/Reg-Counselors	10,834	
		Student Support Svcs-Title IV		1480-Academic-NI/NR-Counselors	1,240	
		Student Support Svcs-Title IV		2180-Classified-NI/Reg	4,436	
		Student Support Svcs-Title IV		2200-Class Sales/Instructional	2,559	
		Student Support Svcs-Title IV		2480-Class-I/NR-Students	2,693	
		Student Support Svcs-Title IV		3110-State Tchrs Ret System	1,065	
		Student Support Svcs-Title IV		3210-Public Employees Ret System	639	
		Student Support Svcs-Title IV		3310-OASDI	478	
		Student Support Svcs-Title IV		3315-Medicare	299	
		Student Support Svcs-Title IV		3410-Health and Welfare	1,007	
		Student Support Svcs-Title IV		3510-State Unemployment Insurance	11	
		Student Support Svcs-Title IV		3610-Workers Compensation	511	
		Student Support Svcs-Title IV		3910-Other Benefits-Instructional	977	
		Student Support Svcs-Title IV		3920-Other Benefits-Non Instruction	733	
		Student Support Svcs-Title IV		5200-Travel/Conference-Instructional	3,873	
		Student Support Svcs-Title IV		5650-Contracts-Maint Agreements	249	
		Student Support Svcs-Title IV		6400-New Equipment	2,368	
		(To cover negative balances)			40,813	40,813
820	F01	Utilities		5540-Telephone		30,000
			Utilities	6400-New Equipment	30,000	
		(To cover New Equipment expenses)				

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 06/07/07 to 06/30/07

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
692	F01	Child Development Center Child Development Center Child Development Center		3315-Medicare 7620-Other Services-Students 5200-Travel/Conference-Instruction 1485-Academic-NI/NR 3110-State Tchrs Ret System 3350-Public Agency Ret System 4300-Instructional Supplies	337 2,500 331 2,570 42 128 428	
		(To cover negative balances)			3,168	3,168
828	F01	Indus-Tech Welding	Indus-Tech Welding Indus-Tech Welding	6400-New Equipment 4300-Instructional Supplies 5640-Contracts-Repairs	 700 510	1,210
		(To cover add'l expenses)			1,210	1,210
829	F01	EOPS EOPS CARE	EOPS EOPS EOPS EOPS EOPS EOPS EOPS EOPS EOPS EOPS EOPS CARE CARE	7620-Other Services-Students 7610-Student Book Service 5201-Travel/Conference-Non Instruc 1280-Academic-NI/Reg-Counselors 1283-Counselor's Summer Salary 2480-Class-I/NR-Students 3110-State Tchrs Ret System 3210-Public Employees Ret System 3310-OASDI 3315-Medicare 3610-Workers Compensation 3910-Other Benefits-Instructional 5532-Bottled Water 6400-New Equipment 7500-Grants 4500.10-Other Supplies 5532-Bottled Water	50,000 4,934 95 15,507 11,095 4,957 4,397 163 432 868 1,810 605 80 14 15,006 77 18	
		(To cover negative balances)			55,029	55,029
833	F01	Student Support Svcs-Title IV	Student Support Svcs-Title IV	5691-Prior Year Rollovers 4500-Other Supplies	 500	500
		(To cover Other Supplies expenses)			500	
835	F01	Maintenance/Operations	Maintenance/Operations	4500-Other Supplies 5630-Contracts-Rents & Leases	 3,500	3,500
		(To cover add'l Contracts-Rents & Leases)			3,500	
840	F01	Dean-Vocational Programs	Dean-Vocational Programs	5840-Contracted Services 4300-Instructional Supplies	 3,240	3,240
		(To cover add'l Instructional Supplies expenses)			3,240	
858	72	Child Development Center	Child Development Center Child Development Center Child Development Center	7490-Other Outgoing Transfers 4710-Food 4300-Instructional Supplies 1394-Substitute: CDC Teachers	 671 2,210 3,796	6,677
		(To cover additional expenses)			6,677	6,677
870	F01	Health Services General	Health Services General	6400-New Equipment 5840-Contracted Services	 275	275
		(To cover Contracted Services expenses)			275	
875	71	District-Wide Holding Program	Redevelopment Pass-Through (Redevelopment Budget Augmentation)	8891-Redevelopment Pass-Through 6200-Building-New & Remodel	446,250 446,250	

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 06/07/07 to 06/30/07

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
879	F01	District-Wide Holding Program		8629-Block Grant	40,929	
		Staff Development		4500-Other Supplies	7,162	
		Staff Development		5200-Travel/Conference-Instructional	27,139	
		Staff Development		5202-Travel/Conference-Admin	187	
		Staff Development		5840-Contracted Services	6,441	
		(Staff Development Budget Setup)				
888	72	Child Development Center		7490-Other Outgoing Transfers		5,150
		Child Development Center		4300-Instructional Supplies	2,150	
		Child Development Center		4710-Food	3,000	
		(To cover additional expenses)			5,150	5,150
891	F01	District-Wide Holding Program		8623-Matriculation	4,500	
		Cr Matriculation		4500-Other Supplies	4,500	
		(P-2 Augmentation)				
892	F01	District-Wide Holding Program		8626-Calworks	55,000	
		Calworks Coordination		1480-Academic-NI/NR-Counselors	55,000	
		(Calworks Budget Augmentation)				
892	F01	District-Wide Holding Program		8140-Temp Assist for Needy Families	13,677	
		TANF Grant		4500-Other Supplies	13,677	
		(TANF Budget Augmentation)				
901	72	Child Development Center		7490-Other Outgoing Transfers		6,900
		Child Development Center		4300-Instructional Supplies	6,900	
		(For add'l Instructional Supplies expenses)				
918	F01	Admissions & Registration		5840-Contracted Services		4,462
		Admissions & Registration		4500-Other Supplies	2,462	
		Admissions & Registration		2380-Class-NI/NR-Students	2,000	
		(For add'l Supplies & Student Payroll expenses)				
919	F01	VP Student Services		6400-New Equipment		2,000
		VP Student Services		5202-Travel/Conference-Admin	2,000	
		(To cover add'l Travel expenses)				
921	F01	Security/Parking		5840-Contracted Services		2,000
		Security/Parking		4500-Other Supplies	2,000	
		(To cover add'l Supplies expenses)				
955	F01	TANF Grant		3410-Health and Welfare		492
		TANF Grant		4500-Other Supplies		10,753
		TANF Grant		2180-Classified-NI/Reg	7,402	
		TANF Grant		3920-Other Benefits-Non Instruction	492	
		TANF Grant		5650-Contracts-Maint Agreements	409	
		TANF Grant		5810-Advertising-Public Relations	1,432	
		TANF Grant		7610-Student Book Service	1,510	
		(Yearend Cleanup)			11,245	11,245

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 06/07/07 to 06/30/07

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease

955	F01	Child Development		1350-Personal Services		21,000
		Child Development		2380-Class-NI/NR-Students		3,000
		Child Development		3110-State Tchrs Ret System		400
		Child Development		3315-Medicare		100
		Child Development		3510-State Unemployment Insurance		50
		Child Development		3610-Workers Compensation		200
		Child Development		4300-Instructional Supplies		2,320
		Child Development		5200-Travel/Conference-Instructional		3,350
		Child Development		5540-Telephone		480
		Child Development		5840-Contracted Services		840
		Child Development		7610-Student Book Service		1,500
		Child Development		7620-Other Services-Students		2,600

Child Development

1350-Personal Services	14,702
2390-Class-Short Tem/Temp/NI	3,447
3110-State Tchrs Ret System	1,214
3315-Medicare	253
3350-Public Agency Ret System	120
3510-State Unemployment Insurance	9
3610-Workers Compensation	457
4300-Instructional Supplies	1,743
5200-Travel/Conference-Instructional	1,332
5540-Telephone	480
7610-Student Book Service	175
7620-Other Services-Students	11,908

(Move from Sub-Program 3069 to 2069)

35,840 35,840

955	F01	Dean of Student Services		5691-Prior Year Rollovers		19,642
		Dean of Student Services		1350-Personal Services	6,000	
		Dean of Student Services		2180-Classified-NI/Reg	7,536	
		Dean of Student Services		3210-Public Employees Ret System	688	
		Dean of Student Services		3310-OASDI	823	
		Dean of Student Services		3315-Medicare	193	
		Dean of Student Services		3410-Health and Welfare	1,350	
		Dean of Student Services		3510-State Unemployment Insurance	7	
		Dean of Student Services		4300-Instructional Supplies	1,099	
		Dean of Student Services		4500-Other Supplies	1,930	
		Dean of Student Services		5200-Travel/Conference-Instructional	16	

(Account Cleanup)

19,642 19,642

955	F01	Student Support Svcs-Title IV		1280-Academic-NI/Reg-Counselors		6,128
		Student Support Svcs-Title IV		1300-Teachers Salary-Hourly		340
		Student Support Svcs-Title IV		1480-Academic-NI/NR-Counselors	340	
		Student Support Svcs-Title IV		3110-State Tchrs Ret System	707	
		Student Support Svcs-Title IV		3310-OASDI	128	
		Student Support Svcs-Title IV		3210-Public Employees Ret System	926	
				3610-Workers Compensation	441	
				3920-Other Benefits-Non Instruction	346	
				4500-Other Supplies	3,580	

(Account Cleanup)

6,468 6,468

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 06/07/07 to 06/30/07

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
955	F01	Student Support Svcs-Title IV		5200-Travel/Conference-Instructional		1,283
		Student Support Svcs-Title IV		5691-Prior Year Rollovers		6,388
		Student Support Svcs-Title IV		3310-OASDI	478	
		Student Support Svcs-Title IV		3315-Medicare	299	
		Student Support Svcs-Title IV		4500-Other Supplies	506	
		Student Support Svcs-Title IV		7610-Student Book Service	6,388	
		(Account Cleanup)			7,671	7,671
961	F01	District-Wide Holding Program		8199-Other Federal Revenues	134,421	
		Automotive Technology		1350-Personal Services	7,500	
				2455-Class-I/NR-Fee Base Instructor	47,983	
				3110-State Tchrs Ret System	619	
				3315-Medicare	610	
				3350-Public Agency Ret System	1,296	
				3510-State Unemployment Insurance	21	
				3610-Workers Compensation	921	
		(ASE Budget Setup 06-07)		4300-Instructional Supplies	921	

ADMINISTRATIVE SERVICES

AUGUST 14, 2007

C
TOPIC: BOARD OF TRUSTEES PAYMENTS REPORTS

This is of a routine nature.


RECOMMENDATION:

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


REFERENCE FOR AGENDA: YES

General Counsel Review: YES ___ NO ___ NOT APPLICABLE X ___

I recommend the Board of Trustees approve this item


Vice President, Administrative ServicesDate 7/24/07

I recommend the Board of Trustees approve this item


Superintendent/PresidentDate 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING AUGUST 14, 2007

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
FISCAL YEAR 06/07						
BATCH 1018	\$ 8,958.15					
BATCH 1019	\$ 15,466.69					
BATCH 1019A	\$ 44,423.42					
BATCH 1020	\$ 14,720.21					
BATCH 1021	\$ 84.82					
BATCH 1022	\$ 161.00					
BACH 1023	\$ 337.40					
BATCH 1024	\$ 2,354.88					
BATCH 1025	\$ 1,371.85					
BATCH 1026	\$ 1,218.58					
BATCH 1027	\$ 5,794.89					
BATCH 1028	\$ 10,007.34					
BATCH 1028A	\$ 21,416.58					
BATCH 1029			\$ 850.00			
BATCH 1030			\$ 8,767.56			
BATCH 1030A			\$ 1,665.00			
BATCH 1031	\$ 14,123.00		\$ 9,035.00			
BATCH 1032						
BATCH 1033 CONTAINS NO BATCH						
BATCH 1034	\$ 9,159.17					
BATCH 1034A	\$ 10,357.23					
BATCH 1035						\$354.64
BATCH 1036	\$ 20,465.12					
BATHCH 1036A	\$ 2,550.00					
BATCH 1037			\$ 63,298.03			
BACH 1037A			\$ 454,321.44			
BATCH 1038			\$ 52,114.02			
BATCH 1038A			\$ 534,567.83			
BATCG 1039 CONTAINS NO PAYMENT						
BATCH 1040			\$ 3,264.10			
BATCH 1041	\$ 9,816.27					
BATCH 1042 CONTAINS NO PAYMENT						
BATCH 1042A	\$ 15,034.95					
BATCH 1043	\$ 4,900.26					

**BOARD REPORTS
BOARD OF TRUSTEES MEETING AUGUST 14, 2007**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Debt Service	Student Cntr Fee
BATCH 1045	\$ 1,701.13					
BATCH 1046	\$ 3,306.12					
BATCH 1044	\$ 1,701.13					
BATCH 1048	\$ 12,544.07					
BATCH 1049		\$ 2,100.00				
BATCH 1050	\$ 910.95					
BATCH 1051	\$ 375.40					
BATCH 1052	\$ 341.42					
BATCH 1053	\$ 575.47					
BATCH 1054	\$ 211.37					
BATCH 1055	\$ 740.65					
BATCH 1056	\$ 655.81					
BATCH 1057	\$ 96.10					
BATCH 1058	\$ 418.23					
BATCH 1059	\$ 20.00					
BATCH 1060	\$ 125.79					
BATCH 1061	\$ 4,140.76					
BATCH 1062	\$ 284.97					
BATCH 1063 VOIDED						
BATCH 1063A	\$ 2,266.13					
BATCH 1064	\$ 1,269.85					
BATCH 1065 VOIDED						
BATCH 1065A	\$ 2,392.09					
BATCH 1066 VOIDED						
BATCH 1066A	\$ 4,241.17					
BATCH 1067	\$ 280.00					
BATCH 1068	\$ 60,082.30					
BATCH 1068A	\$ 2,287.61			\$628.41		
BATCH 1069						
BATCH 1070	\$ 12,305.00					
BATCH 1071	\$ 12,565.63					
BATCH 1071A	\$ 2,159.14					
BATCH 1072	\$ 62.80					
BATCH 1073	\$ 22,784.68					
BATCH 1073A	\$ 24,321.93					
BATCH 1074	\$ 1,064.42					
BATCH 1075	\$ 18,647.82					

BOARD REPORTS

BOARD OF TRUSTEES MEETING AUGUST 14, 2007

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Debt Service	Student Cntr Fee
BATCH 1075A	\$ 4,519.05					
BATCH 1076 VOIDED						
BATCH 1077 VOIDED						
BATCH 1077A	\$ 42,215.07					
BATCH 1078 VOIDED						
BATCH 1078A	\$ 105,858.00					
BATCH 1079 VOIDED						
BATCH 1079A	\$ 18,188.56					
BATCH 1080	\$ 18,891.00					
BATCH 1081	\$ 31,178.59					
BATCH 1082	\$ 1,417.05					
BATCH 1082A	\$ 49,505.00					
BATCH 1083	\$ 19,200.52					
BATCH 1084	\$ 214,009.19					
BATCH 1085			\$ 2,488.32			
BATCH 1086				\$956.90		

NEW FISCAL YEAR 07/08

BATCH 0001						
BATCH 0001A			\$ 35,884.96			
BATCH 0002	\$ 55,463.89		\$ 657,746.71			
BATCH 0002A	\$ 7,878.44					
BATCH 0003	\$ 18,412.70					
BATCH 0003A	\$ 19,265.00					
BATCH 0004						
BATCH 0005						
BATCH 0005A				\$1,811.94		
BATCH 0006 VOIDED						
BATCH 0006A	\$ 110,633.39		\$ 104,769.86			
BATCH 007	\$ 11,461.48		\$ 533,459.11			
BATCH 008	\$ 48,211.00					
BATCH 008A	\$ 5,233.00					

BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING AUGUST 14, 2007

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
FISCAL YEAR 06/07						
BATCH 1018	\$ 8,958.15					
BATCH 1019	\$ 15,466.69					
BATCH 1019A	\$ 44,423.42					
BATCH 1020	\$ 14,720.21					
BATCH 1021	\$ 84.82					
BATCH 1022	\$ 161.00					
BATCH 1023	\$ 337.40					
BATCH 1024	\$ 2,354.88					
BATCH 1025	\$ 1,371.85					
BATCH 1026	\$ 1,218.58					
BATCH 1027	\$ 5,794.89					
BATCH 1028	\$ 10,007.34					
BATCH 1028A	\$ 21,416.58		\$ 850.00			
BATCH 1029			\$ 8,767.56			
BATCH 1030			\$ 1,665.00			
BATCH 1030A						
BATCH 1031	\$ 14,123.00		\$ 9,035.00			
BATCH 1032						
BATCH 1033 CONTAINS NO BATCH						
BATCH 1034	\$ 9,159.17					
BATCH 1034A	\$ 10,357.23					\$354.64
BATCH 1035						
BATCH 1036	\$ 20,465.12					
BATCH 1036A	\$ 2,550.00					
BATCH 1037						
BATCH 1037A			\$ 63,298.03			
BATCH 1038			\$ 454,321.44			
BATCH 1038A			\$ 52,114.02			
BATCH 1039 CONTAINS NO PAYMENT			\$ 534,567.83			
BATCH 1040			\$ 3,264.10			
BATCH 1041	\$ 9,816.27					
BATCH 1042 CONTAINS NO PAYMENT						
BATCH 1042A	\$ 15,034.95					
BATCH 1043	\$ 4,900.26					

BOARD REPORTS
BOARD OF TRUSTEES MEETING AUGUST 14, 2007

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Debt Service	Student Cntr Fee
BATCH 1045	\$ 1,701.13					
BATCH 1046	\$ 3,306.12					
BATCH 1044	\$ 1,701.13					
BATCH 1048	\$ 12,544.07					
BATCH 1049		\$ 2,100.00				
BATCH 1050	\$ 910.95					
BATCH 1051	\$ 375.40					
BATCH 1052	\$ 341.42					
BATCH 1053	\$ 575.47					
BATCH 1054	\$ 211.37					
BATCH 1055	\$ 740.65					
BATCH 1056	\$ 655.81					
BATCH 1057	\$ 96.10					
BATCH 1058	\$ 418.23					
BATCH 1059	\$ 20.00					
BATCH 1060	\$ 125.79					
BATCH 1061	\$ 4,140.76					
BATCH 1062	\$ 284.97					
BATCH 1063 VOIDED						
BATCH 1063A	\$ 2,266.13					
BATCH 1064	\$ 1,269.85					
BATCH 1065 VOIDED						
BATCH 1065A	\$ 2,392.09					
BATCH 1066 VOIDED						
BATCH 1066A	\$ 4,241.17					
BATCH 1067	\$ 280.00					
BATCH 1068	\$ 60,082.30					
BATCH 1068A	\$ 2,287.61					
BATCH 1069						
BATCH 1070	\$ 12,305.00					
BATCH 1071	\$ 12,565.63					
BATCH 1071A	\$ 2,159.14					
BATCH 1072	\$ 62.80					
BATCH 1073	\$ 22,784.68					
BATCH 1073A	\$ 24,321.93					
BATCH 1074	\$ 1,064.42					
BATCH 1075	\$ 18,647.82					
				\$628.41		

BOARD REPORTS

BOARD OF TRUSTEES MEETING AUGUST 14, 2007

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Debt Service	Student Cntr Fee
BATCH 1075A	\$ 4,519.05					
BATCH 1076 VOIDED						
BATCH 1077 VOIDED						
BATCH 1077A	\$ 42,215.07					
BATCH 1078 VOIDED						
BATCH 1078A	\$ 105,858.00					
BATCH 1079 VOIDED						
BATCH 1079A	\$ 18,188.56					
BATCH 1080	\$ 18,891.00					
BATCH 1081	\$ 31,178.59					
BATCH 1082	\$ 1,417.05					
BATCH 1082A	\$ 49,505.00					
BATCH 1083	\$ 19,200.52					
BATCH 1084	\$ 214,009.19					
BATCH 1085			\$ 2,488.32	\$956.90		
BATCH 1086						

NEW FISCAL YEAR 07/08

BATCH 0001			\$ 35,884.96			
BATCH 0001A			\$ 657,746.71			
BATCH 0002	\$ 55,463.89					
BATCH 0002A	\$ 7,878.44					
BATCH 0003	\$ 18,412.70					
BATCH 0003A	\$ 19,265.00					\$1,811.94
BATCH 0004						
BATCH 0005			\$ 104,769.86			
BATCH 0005A			\$ 533,459.11			
BATCH 0006 VOIDED						
BATCH 0006A	\$ 110,633.39					
BATCH 007	\$ 11,461.48					
BATCH 008	\$ 48,211.00					
BATCH 008A	\$ 5,233.00					

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

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Board of Trustees Meeting 08/14/2007

REF.	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT	
BATCH: 1018					
PV-007985 UNION BANK OF CALIFORNIA					
BATCH: 1019					
PO-087350 A&G AUTO & MACHINE				\$8,958.15	
** TOTAL PAYMENT AMOUNT:				\$8,958.15	
**** BATCH TOTAL AMOUNT:				\$8,958.15	
PO-085143 AD CLUB ADVERTISING SERVICES					\$100.00
Various CARE Students Aut				\$100.00	
** TOTAL PAYMENT AMOUNT:				\$475.70	
PO-085143 AD CLUB ADVERTISING SERVICES					\$1,012.00
Recruitment advertising				\$1,012.00	
Recruitment advertising				\$1,487.70	
** TOTAL PAYMENT AMOUNT:				\$24.95	
PO-086502 APPLE COMPUTER INC					\$24.95
Notebook PC				\$104.74	
Notebook PC				\$10.00	
** TOTAL PAYMENT AMOUNT:				\$40.90	
PO-085071 CA TURF AND IRRIGATION					\$37.47
ANNUAL OPEN PURCHASE ORDE				\$66.33	
ANNUAL OPEN PURCHASE ORDE				\$109.11	
ANNUAL OPEN PURCHASE ORDE				\$93.76	
ANNUAL OPEN PURCHASE ORDE				\$44.58	
ANNUAL OPEN PURCHASE ORDE				\$8.60	
ANNUAL OPEN PURCHASE ORDE				\$515.49	
** TOTAL PAYMENT AMOUNT:					

Victor Valley Comm. College
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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1019			
PO-087044	CAL-STATE AUTO PARTS INC	brake lathe replacement	\$6,438.40
		brake lathe replacement	
PO-087049	CAL-STATE AUTO PARTS INC	Adapters for Annaco Brake	\$1,293.00
		Adapters for Annaco Brake	
		** TOTAL PAYMENT AMOUNT:	\$7,731.40
PO-087123	CAROLINA BIOLOGICAL SUPPLY CO	New Equipment	\$3,353.40
		New Equipment	
		** TOTAL PAYMENT AMOUNT:	\$3,353.40
PO-085034	CONSOLIDATED ELECTRICAL	ANNUAL OPEN PURCHASE ORDE	\$26.70
		ANNUAL OPEN PURCHASE ORDE	
PO-085034	CONSOLIDATED ELECTRICAL	ANNUAL OPEN PURCHASE ORDE	\$10.23
		ANNUAL OPEN PURCHASE ORDE	
		** TOTAL PAYMENT AMOUNT:	\$36.93
PO-085035	DEWEY PEST CONTROL	ANNUAL OPEN PURCHASE ORDE	\$400.00
		ANNUAL OPEN PURCHASE ORDE	
		** TOTAL PAYMENT AMOUNT:	\$400.00
PO-085977	FOSTER, SHERI NOLAN	mileage reimb/S. Foster	\$34.80
		mileage reimb/S. Foster	
PO-085977	FOSTER, SHERI NOLAN	mileage reimb/S. Foster	\$33.06
		mileage reimb/S. Foster	
PO-085977	FOSTER, SHERI NOLAN	mileage reimb/S. Foster	\$201.80
		mileage reimb/S. Foster	
PO-085977	FOSTER, SHERI NOLAN	mileage reimb/S. Foster	\$81.70
		mileage reimb/S. Foster	
		** TOTAL PAYMENT AMOUNT:	\$351.36
PO-086806	GUMMO, PATRICIA	Open Order for Instructio	\$100.72
		Open Order for Instructio	
		** TOTAL PAYMENT AMOUNT:	\$100.72
PO-085046	HOME DEPOT CREDIT SERVICES	ANNUAL OPEN PURCHASE ORDE	\$32.26
		ANNUAL OPEN PURCHASE ORDE	
		** TOTAL PAYMENT AMOUNT:	\$32.26
PO-085370	LEARN CPR 4 LIFE	Community Svs - Workshop:	\$414.00
		Community Svs - Workshop:	
PO-085370	LEARN CPR 4 LIFE	Community Svs - Workshop:	\$288.00
		Community Svs - Workshop:	
PO-085370	LEARN CPR 4 LIFE	Community Svs - Workshop:	\$438.48
		Community Svs - Workshop:	
PO-085370	LEARN CPR 4 LIFE	Community Svs - Workshop:	\$192.00
		Community Svs - Workshop:	
		** TOTAL PAYMENT AMOUNT:	\$1,332.48

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Board of Trustees Meeting 08/14/2007

REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1019			
**** BATCH TOTAL AMOUNT:			\$15,466.69
BATCH: 1019A			
PO-085405	DELL MARKETING LP	Webserver: 36GB, U320, SC	\$166.75
PO-087132	DELL MARKETING LP	Webserver: 36GB, U320, SC	\$1,431.48
PO-087238	DELL MARKETING LP	Computer for CalWORKs Cou	\$203.63
PO-087241	DELL MARKETING LP	Toner Cartridge	\$18,287.10
PO-087251	DELL MARKETING LP	Equipment	\$840.39
PO-087277	DELL MARKETING LP	Supplies	\$301.66
PO-087278	DELL MARKETING LP	Instructional Supplies, b	\$1,077.51
PO-087284	DELL MARKETING LP	Computer equipment, budge	\$1,300.78
PO-087298	DELL MARKETING LP	computer	\$814.12
PO-086388	GOVERNMENT	Toner cartridges	\$24,423.42
PO-086388	GOVERNMENT	Toner cartridges	\$10,000.00
		Initial Design and Implem	\$10,000.00
		Initial Design and Implem	\$20,000.00
		** TOTAL PAYMENT AMOUNT:	\$44,423.42
BATCH: 1020			
PV-007986	RAMS BOOKSTORE	VVC RAMS BKSTR DIST CHRGS	\$14,720.21
		** TOTAL PAYMENT AMOUNT:	\$14,720.21
BATCH: 1021			
PV-007987	US BANK	WASHER PARTS FROM SANDE E	\$39.97
PV-007988	US BANK	CO, MAINT DEPT	\$44.85
		"RESERVED PKG SIGN" FROM	\$84.82
		TECH SIGNS, MAINT DEPT	
		** TOTAL PAYMENT AMOUNT:	

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Board of Trustees Meeting 08/14/2007

REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1021			
**** BATCH TOTAL AMOUNT:			\$84.82
BATCH: 1022			
PV-007989	US BANK	MISC SUPPLIES FOR MAINT D	\$99.28
PV-007990	US BANK	ENDURA, WALMART HOME DEPOT	\$61.72
		MISC STEEL FROM ENDURA ST	
		FOR MAINT DEPT	\$161.00
** TOTAL PAYMENT AMOUNT:			
**** BATCH TOTAL AMOUNT:			\$161.00
BATCH: 1023			
PV-007991	US BANK	SPLS FOR MAINT DEPT, FINC	\$337.40
		1334-2128, HOWIE, B 1334-	
** TOTAL PAYMENT AMOUNT:			\$337.40
**** BATCH TOTAL AMOUNT:			\$337.40
BATCH: 1024			
PV-007992	US BANK	DUMPSTER ROLL-OFF, BURRTE	\$1,120.71
		WASTE	
PV-007993	US BANK	KNIVES, RELACEMENT ORDER	\$144.69
PV-007994	US BANK	FREIGHT ONLY, SANDE EQPT	\$6.10
PV-007995	US BANK	EXHAUST MOTOR & A/C UNIT,	\$766.41
		ALLIED REFRIGERATION	
PV-007996	US BANK	ANGLE IRON FROM ENDURA ST	\$20.24
PV-007997	US BANK	FOR TRANS DEPT	\$151.27
		CONCRETE & TOW BALL FROM	
		FOR MAINT DEPT	\$145.46
PV-007998	US BANK	BREAKAWAY & HOSE FROM DES	
		SVC STATION FOR TRANS DEP	\$2,354.88
** TOTAL PAYMENT AMOUNT:			
**** BATCH TOTAL AMOUNT:			\$2,354.88
BATCH: 1025			
PV-007999	US BANK	INTERFACE CARDS FROM NETW	\$415.43
PV-008000	US BANK	HDWE RESALE FOR ELECTRONI	\$157.90
		FILEMAKER FROM BUYPCSOFT.	
		FOR BIOLOGY DEPT	
PV-008001	US BANK	INSTRUC SPLS FOR TO DEP	\$798.52

Victor Valley Comm. College
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Board of Trustees Meeting 08/14/2007

REF.	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1025			
		** TOTAL PAYMENT AMOUNT:	\$1,371.85
		*** BATCH TOTAL AMOUNT:	\$1,371.85
BATCH: 1026			
PV-008002	US BANK	MISC SUPPLIES FOR MAINTEN DEPARTMENT	\$1,218.58
		** TOTAL PAYMENT AMOUNT:	\$1,218.58
		*** BATCH TOTAL AMOUNT:	\$1,218.58
BATCH: 1027			
PO-087413	AHN, WOODY	super/prez search	\$591.35
		super/prez search	\$591.35
		** TOTAL PAYMENT AMOUNT:	\$591.35
PO-087184	ASSN OF COMM COLLEGE TRUSTEES	ASSN OF COMM COLLEGE TRUS	\$3,337.00
		ASSN OF COMM COLLEGE TRUS	\$3,337.00
		** TOTAL PAYMENT AMOUNT:	\$3,337.00
PO-085129	CA TOOL & WELDING SUPPLY	Instructional Supplies	\$170.62
		Instructional Supplies	\$170.62
		** TOTAL PAYMENT AMOUNT:	\$170.62
PO-087414	COOKE, SUNNY	super/prez search	\$354.84
		super/prez search	\$354.84
		** TOTAL PAYMENT AMOUNT:	\$354.84
PO-087402	CSU CHANNEL ISLANDS	Travel/ CSU conf/Janet Lo	\$65.00
		Travel/ CSU conf/Janet Lo	\$65.00
		Travel/ CSU conf/Janet Lo	\$65.00
		Travel/ CSU conf/Janet Lo	\$130.00
		** TOTAL PAYMENT AMOUNT:	\$130.00
PO-085246	DEPT OF INFORMATION SERVICES	WAN Annual Contract Aug	\$8.00
		WAN Annual Contract Aug	\$8.00
		WAN Annual Contract Aug	\$8.00
		WAN Annual Contract Aug	\$16.00
		** TOTAL PAYMENT AMOUNT:	\$16.00

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1027			
PO-087130	DIGI-KEY CORPORATION	Microprocessor Developmen	\$58.50
		Microprocessor Developmen	\$82.39
		Microprocessor Developmen	\$140.89
		** TOTAL PAYMENT AMOUNT:	
PO-087394	GARCIA, LORENA	reimbursement for academi	\$11.85
		** TOTAL PAYMENT AMOUNT:	\$11.85
PO-087282	HACH COMPANY	Supplies/Equip	\$28.12
		** TOTAL PAYMENT AMOUNT:	\$28.12
PO-087388	HALL, TERRY	payment for commencement	\$323.25
		** TOTAL PAYMENT AMOUNT:	\$323.25
PO-086773	JAMES, PAMELA A	Reimbursement for Travel	\$70.78
		Reimbursement for Travel	\$323.87
		Reimbursement for Travel	\$81.54
		Reimbursement for Travel	\$476.19
		** TOTAL PAYMENT AMOUNT:	
PO-086505	JOURNEY EDUCATION MARKETING	Instructional Supplies fo	\$129.28
		Instructional Supplies fo	\$129.28
		** TOTAL PAYMENT AMOUNT:	
PO-085618	MARION BOENHEIM	travel reimbursement Mari	\$85.50
		travel reimbursement Mari	\$85.50
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$5,794.89
BATCH: 1028			
PO-087335	BRADBURY, MICHAEL	Registration & travel exp	\$73.78
		Registration & travel exp	\$73.78
		** TOTAL PAYMENT AMOUNT:	

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1028			
PO-085746	CHURCH OF THE VALLEY	off-campus facility use off-campus facility use ** TOTAL PAYMENT AMOUNT:	\$7,200.00 \$7,200.00
PO-087322	CONTRERAS, FERNANDO G.	Reimbursement for Travel Reimbursement for Travel ** TOTAL PAYMENT AMOUNT:	\$74.58 \$74.58
PO-086862	DANE, MARY ANN	Staff Development Travel Staff Development Travel ** TOTAL PAYMENT AMOUNT:	\$379.44 \$379.44
PO-086699	FARMERS INSURANCE	Employer Reimb/Farmer's I Employer Reimb/Farmer's I ** TOTAL PAYMENT AMOUNT:	\$535.50 \$535.50
PO-087035	FILMS FOR THE HUMANITIES INC	INSTRUCTIONAL SUPPLIES FO INSTRUCTIONAL SUPPLIES FO ** TOTAL PAYMENT AMOUNT:	\$161.57 \$161.57
PO-085038	G & K SERVICES	ANNUAL OPEN PURCHASE ORDE ANNUAL OPEN PURCHASE ORDE	\$137.52 \$137.52
PO-085038	G & K SERVICES	ANNUAL OPEN PURCHASE ORDE ANNUAL OPEN PURCHASE ORDE	\$137.52 \$137.52
PO-085038	G & K SERVICES	ANNUAL OPEN PURCHASE ORDE ANNUAL OPEN PURCHASE ORDE	\$219.14 \$219.14
PO-085038	G & K SERVICES	ANNUAL OPEN PURCHASE ORDE ANNUAL OPEN PURCHASE ORDE ** TOTAL PAYMENT AMOUNT:	\$631.70 \$631.70
PO-087389	GREULICH, WILLIAM	Travel Expenses Travel Expenses ** TOTAL PAYMENT AMOUNT:	\$163.13 \$163.13
PO-085314	HOME DEPOT CREDIT SERVICES	Supplies / Materials Supplies / Materials ** TOTAL PAYMENT AMOUNT:	\$787.64 \$787.64
**** BATCH TOTAL AMOUNT:			\$10,007.34
BATCH: 1028A			
PO-087391	COPPER MOUNTAIN COLLEGE	Reimbursement to Copper M Reimbursement to Copper M ** TOTAL PAYMENT AMOUNT:	\$8,625.94 \$8,625.94

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1028A			
PO-086106	HI-DESERT MOVING CO.	Temporary move of equipme	\$577.80
		Temporary move of equipme	
PO-086106	HI-DESERT MOVING CO.	Temporary move of equipme	\$385.20
		Temporary move of equipme	
PO-086106	HI-DESERT MOVING CO.	Temporary move of equipme	\$577.80
		Temporary move of equipme	
PO-086106	HI-DESERT MOVING CO.	Temporary move of equipme	\$577.80
		Temporary move of equipme	
		** TOTAL PAYMENT AMOUNT:	\$2,118.60
PO-085000	OFFICEMAX CONTRACT INC	Supplies	\$4,470.92
		Supplies	
PO-085000	OFFICEMAX CONTRACT INC	Supplies	\$5,943.29
		Supplies	
PO-085000	OFFICEMAX CONTRACT INC	Supplies	\$221.73
		Supplies	
PO-085000	OFFICEMAX CONTRACT INC	Supplies	\$36.10
		Supplies	
		** TOTAL PAYMENT AMOUNT:	\$10,672.04
		*** BATCH TOTAL AMOUNT:	\$21,416.58
BATCH: 1029			
PO-085261	SOUTHWEST COMMUNITY BANK	Casework for the Speech/D	\$280.00
		Casework for the Speech/D	
PO-085261	SOUTHWEST COMMUNITY BANK	Casework for the Speech/D	\$570.00
		Casework for the Speech/D	
		** TOTAL PAYMENT AMOUNT:	\$850.00
		*** BATCH TOTAL AMOUNT:	\$850.00
BATCH: 1030			
PO-085139	CARRIER JOHNSON	architectural svcs/maste	\$7,547.50
		architectural svcs/maste	
		** TOTAL PAYMENT AMOUNT:	\$7,547.50
PO-087415	DAILY PRESS	Bid advertisement for Spe	\$612.05
		Bid advertisement for Spe	
PO-087416	DAILY PRESS	Bid Advertisement for Adv	\$608.01
		Bid Advertisement for Adv	
		** TOTAL PAYMENT AMOUNT:	\$1,220.06

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
=====			
BATCH: 1030			
		**** BATCH TOTAL AMOUNT:	\$8,767.56
BATCH: 1030A			
PO-085347	PUBLIC ECONOMICS INC	CONSULTING SVCS: REDEVELO	\$105.00
		CONSULTING SVCS: REDEVELO	
PO-086166	PUBLIC ECONOMICS INC	Consulting Services	\$1,560.00
		Consulting Services	
		** TOTAL PAYMENT AMOUNT:	\$1,665.00
		**** BATCH TOTAL AMOUNT:	\$1,665.00
BATCH: 1031			
PV-008003	VICTOR VALLEY COLLEGE	STATE GRANT CARE FOR 06-0	\$14,123.00
		** TOTAL PAYMENT AMOUNT:	\$14,123.00
		**** BATCH TOTAL AMOUNT:	\$14,123.00
BATCH: 1032			
PO-087426	BOG'S CA COMM COLLEGES	Plan Check Fees	\$9,035.00
		Plan Check Fees	
		** TOTAL PAYMENT AMOUNT:	\$9,035.00
		**** BATCH TOTAL AMOUNT:	\$9,035.00
BATCH: 1033		BATCH CONTAINS NO PAYMENT	
BATCH: 1034			
PO-087103	COMMUNITY COLLEGE LEAGUE OF	2007 Annual Trustee Confe	\$455.00
		2007 Annual Trustee Confe	
		** TOTAL PAYMENT AMOUNT:	\$455.00
PO-085041	GOODSPEED & SONS, R E	ANNUAL OPEN PURCHASE ORDE	\$1,277.65
		ANNUAL OPEN PURCHASE ORDE	
PO-085041	GOODSPEED & SONS, R E	ANNUAL OPEN PURCHASE ORDE	\$23.44
		ANNUAL OPEN PURCHASE ORDE	
PO-085041	GOODSPEED & SONS, R E	ANNUAL OPEN PURCHASE ORDE	\$13.88
		ANNUAL OPEN PURCHASE ORDE	
		** TOTAL PAYMENT AMOUNT:	\$1,314.97

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
PO-085130	MISSION LINEN & UNIFORM SVC	linen service	\$39.49
PO-085130	MISSION LINEN & UNIFORM SVC	linen service	\$39.49
		linen service	\$78.98
		** TOTAL PAYMENT AMOUNT:	
PO-085305	NAPA AUTO PARTS	open PO for lab supplies	\$10.26
PO-085305	NAPA AUTO PARTS	open PO for lab supplies	\$80.77
		open PO for lab supplies	\$91.03
		** TOTAL PAYMENT AMOUNT:	
PO-087190	REVOLVING CASH FUND	Entry fee for Foothill Co	\$155.00
		Entry fee for Foothill Co	\$155.00
		** TOTAL PAYMENT AMOUNT:	
PO-085607	SEPUYA MD INC, SAMUEL	ANNUAL STIPEND/RT MEDICAL	\$2,000.00
		ANNUAL STIPEND/RT MEDICAL	\$2,000.00
		** TOTAL PAYMENT AMOUNT:	
PO-085141	SYSCO FOOD SERVICES	Instructional Supplies	\$40.57
PO-085141	SYSCO FOOD SERVICES	Instructional Supplies	\$364.79
PO-085141	SYSCO FOOD SERVICES	Instructional Supplies	\$610.64
PO-085141	SYSCO FOOD SERVICES	Instructional Supplies	\$627.22
PO-085141	SYSCO FOOD SERVICES	Instructional Supplies	\$442.57
PO-085141	SYSCO FOOD SERVICES	Instructional Supplies	\$930.21
PO-085141	SYSCO FOOD SERVICES	Instructional Supplies	\$865.80
PO-085141	SYSCO FOOD SERVICES	Instructional Supplies	\$3,881.80
		** TOTAL PAYMENT AMOUNT:	
PO-085063	THERMAL COMBUSTION INNOVATORS	ANNUAL OPEN PURCHASE ORDE	\$104.67
		ANNUAL OPEN PURCHASE ORDE	\$104.67
		** TOTAL PAYMENT AMOUNT:	
PO-086562	TRUELOVE, TERRY	TRAVEL/CONFERENCE (REDDY	\$347.70
		TRAVEL/CONFERENCE (REDDY	\$347.70
		** TOTAL PAYMENT AMOUNT:	
PO-087435	WOLF PRINTING CO.	Financial Aid Brochures	\$649.20
PO-087437	WOLF PRINTING CO.	Financial Aid Brochures	\$80.82
		File Conversion	\$730.02
		File Conversion	\$730.02
		** TOTAL PAYMENT AMOUNT:	

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1034A			
PO-086447	RAMS BOOKSTORE	EOPS BOOK SERVICE SPRING	\$4,790.63
		EOPS BOOK SERVICE SPRING	\$4,790.63
		** TOTAL PAYMENT AMOUNT:	\$9,159.17
BATCH: 1034A			
PO-085068	WAXIE SANITARY SUPPLY	ANNUAL OPEN PURCHASE ORDE	\$119.16
		ANNUAL OPEN PURCHASE ORDE	\$435.31
		ANNUAL OPEN PURCHASE ORDE	\$4,271.75
		ANNUAL OPEN PURCHASE ORDE	\$119.17
		ANNUAL OPEN PURCHASE ORDE	\$16.92
		ANNUAL OPEN PURCHASE ORDE	\$1,713.23
		ANNUAL OPEN PURCHASE ORDE	\$5,566.60
		** TOTAL PAYMENT AMOUNT:	\$10,357.23
BATCH: 1035			
PO-085123	STATER BROS. MARKETS	food supplies for CDC	\$49.07
		food supplies for CDC	\$49.07
		** TOTAL PAYMENT AMOUNT:	\$98.14
PO-085124	SYSCO FOOD SERVICES	food/supplies for CDC	\$305.57
		food/supplies for CDC	\$305.57
		** TOTAL PAYMENT AMOUNT:	\$611.14
BATCH: 1036			
PO-087106	COMMUNITY COLLEGE LEAGUE	2007 CCLC Annual Trustee	\$455.00
		2007 CCLC Annual Trustee	\$455.00
		** TOTAL PAYMENT AMOUNT:	\$910.00
PO-087229	M & D FIRE EQUIPMENT CO	Supplies	\$389.62
		Supplies	\$389.62
		** TOTAL PAYMENT AMOUNT:	\$779.24

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
PO-085059	PAULSON PAINT INC.	ANNUAL OPEN PURCHASE ORDE	\$128.11
PO-085059	PAULSON PAINT INC.	ANNUAL OPEN PURCHASE ORDE	\$9.18
PO-085059	PAULSON PAINT INC.	ANNUAL OPEN PURCHASE ORDE	\$11.53
		ANNUAL OPEN PURCHASE ORDE	\$148.82
		** TOTAL PAYMENT AMOUNT:	\$787.47
PO-086063	PRINGLE, MARY B	TRAVEL	\$787.47
		** TOTAL PAYMENT AMOUNT:	\$5,777.30
PO-086447	RAMS BOOKSTORE	EOPS BOOK SERVICE SPRING	\$5,777.30
		** TOTAL PAYMENT AMOUNT:	\$50.00
PO-086896	REVOLVING CASH FUND	Livescan Reimbursement Fe	\$44.19
PO-087399	REVOLVING CASH FUND	Employee Reimbursements	\$132.57
PO-087399	REVOLVING CASH FUND	Meals for men and women's	\$226.76
		Meals for men and women's	\$7,500.00
		** TOTAL PAYMENT AMOUNT:	\$7,500.00
PO-087081	ROTO ROOTER PLUMBERS	Drain Pipe Replacement	\$1,985.29
		Drain Pipe Replacement	\$1,985.29
		** TOTAL PAYMENT AMOUNT:	\$245.00
PO-085062	SECURITECH	ANNUAL OPEN PURCHASE ORDE	\$825.00
		ANNUAL OPEN PURCHASE ORDE	\$95.00
		** TOTAL PAYMENT AMOUNT:	\$120.00
PO-085368	TIME OPTICS COMPANY	Open PO for repair and ma	\$120.00
PO-085368	TIME OPTICS COMPANY	Open PO for repair and ma	\$1,405.00
PO-085368	TIME OPTICS COMPANY	Open PO for repair and ma	\$1,500.00
PO-085368	TIME OPTICS COMPANY	Open PO for repair and ma	\$1,500.00
PO-085368	TIME OPTICS COMPANY	Open PO for repair and ma	
PO-085368	TIME OPTICS COMPANY	Open PO for repair and ma	
		** TOTAL PAYMENT AMOUNT:	
PO-085880	TOOP M.D., ROGER	CONTRACTED SERVICES--MEDI	
		CONTRACTED SERVICES--MEDI	
		** TOTAL PAYMENT AMOUNT:	

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
PO-087436	WOLF PRINTING CO.	Financial Aid Envelopes f	\$209.04
		Financial Aid Envelopes f	\$80.82
		Financial Aid Template	\$289.86
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$20,465.12
BATCH: 1036A			
PO-087215	PROFILES INTERNATIONAL INC	super/prez search	\$1,050.00
		super/prez search	\$1,500.00
PO-087215	PROFILES INTERNATIONAL INC	super/prez search	\$2,550.00
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$2,550.00
BATCH: 1037			
PO-085250	CITIBANK	Sheet Metal for the Advan	\$3,066.44
		Sheet Metal for the Advan	\$3,066.44
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$31,882.05
PO-085095	NIBBELINK MASONRY CONSTRUCTIO	Masonry/ATB Project.	\$31,882.05
		Masonry/ATB Project.	\$31,882.05
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$14,946.25
PO-085014	PACIFIC WESTERN BANK	HVAC/ATB Project.	\$4,101.25
		HVAC/ATB Project.	\$19,047.50
PO-085016	PACIFIC WESTERN BANK	Electrical/ATB Project	\$9,302.04
		Electrical/ATB Project	\$9,302.04
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$63,298.03
BATCH: 1037A			
PO-085015	PRO-CRAFT PLUMBING CO	Plumbing/ATB project.	\$134,516.25
		Plumbing/ATB project.	\$134,516.25
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$134,516.25
PO-085014	AIR-EX AIR CONDITIONING INC	HVAC/ATB Project.	\$134,516.25
		HVAC/ATB Project.	\$134,516.25
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$134,516.25

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
PO-085008	COMERICA BANK	General Construction/ATB General Construction/ATB ** TOTAL PAYMENT AMOUNT:	\$10,084.98 \$10,084.98
PO-085391	ELIJAY ACOUSTICS. INC.	Acoustical Ceilings & Ins Acoustical Ceilings & Ins ** TOTAL PAYMENT AMOUNT:	\$16,167.38 \$16,167.38
PO-085010	KCB TOWERS INC	Structural Steel/ATB Proj Structural Steel/ATB Proj ** TOTAL PAYMENT AMOUNT:	\$51,402.60 \$51,402.60
PO-085016	RDM ELECTRIC CO. INC	Electrical/ATB Project Electrical/ATB Project ** TOTAL PAYMENT AMOUNT:	\$36,911.25 \$36,911.25
PO-085008	T B PENICK & SONS INC	General Construction/ATB General Construction/ATB ** TOTAL PAYMENT AMOUNT:	\$90,764.83 \$90,764.83
PO-085002	UNITED AUTOMATIC SPRINKLERS I	Fire Sprinklers for the A Fire Sprinklers for the A ** TOTAL PAYMENT AMOUNT:	\$38,570.40 \$38,570.40
PO-085250	UNITED CONTRACTORS	Sheet Metal for the Advan Sheet Metal for the Advan ** TOTAL PAYMENT AMOUNT:	\$75,903.75 \$75,903.75
		*** BATCH TOTAL AMOUNT:	\$454,321.44
BATCH: 1038			
PO-085106	1ST CENTENNIAL BANK	Plaster & Gypsum Board fo Plaster & Gypsum Board fo ** TOTAL PAYMENT AMOUNT:	\$15,056.50 \$15,056.50
PO-085301	CITIBANK	Sheet Metal for the Speec Sheet Metal for the Speec ** TOTAL PAYMENT AMOUNT:	\$660.68 \$660.68
PO-085025	PACIFIC WESTERN BANK	HVAC for the Speech/Drama HVAC for the Speech/Drama ** TOTAL PAYMENT AMOUNT:	\$32,996.84 \$32,996.84
PO-085300	PREMIER SERVICE BANK	Electrical for the Speech Electrical for the Speech ** TOTAL PAYMENT AMOUNT:	\$3,400.00 \$3,400.00

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT

*** BATCH TOTAL AMOUNT:			\$52,114.02
BATCH: 1038A			
PO-085025	AIR-EX AIR CONDITIONING INC	HVAC for the Speech/Drama	\$296,971.61
		HVAC for the Speech/Drama	\$296,971.61
		** TOTAL PAYMENT AMOUNT:	
PO-085106	CASTON PLASTERING & DRYWALL	Plaster & Gypsum Board fo	\$135,508.50
		Plaster & Gypsum Board fo	\$135,508.50
		** TOTAL PAYMENT AMOUNT:	
PO-085300	CHAMPION ELECTRIC INC	Electrical for the Speech	\$30,600.00
		Electrical for the Speech	\$30,600.00
		** TOTAL PAYMENT AMOUNT:	
PO-085103	DAN WORLEY PLUMBING INC.	Plumbing for the Speech/D	\$65,541.60
		Plumbing for the Speech/D	\$65,541.60
		** TOTAL PAYMENT AMOUNT:	
PO-085301	UNITED CONTRACTORS	Sheet Metal for the Speec	\$5,946.12
		Sheet Metal for the Speec	\$5,946.12
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$534,567.83
BATCH: 1039 BATCH CONTAINS NO PAYMENT			
BATCH: 1040			
PO-085006	KOURY ENGINEERING	Laboratory and on-site te	\$1,010.50
		Laboratory and on-site te	\$2,253.60
PO-085006	KOURY ENGINEERING	Laboratory and on-site te	\$3,264.10
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$3,264.10
BATCH: 1041			
PO-087060	VIZUAL SYMPHONY	Supplies/Equip	\$4,086.00
		Supplies/Equip	\$1,180.66
PO-087060	VIZUAL SYMPHONY	Supplies/Equip	\$3,200.00
		Supplies/Equip	\$1,349.61
PO-087060	VIZUAL SYMPHONY	Supplies/Equip	\$9,816.27
		** TOTAL PAYMENT AMOUNT:	

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NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT

BATCH: 1042		BATCH CONTAINS NO PAYMENT	
BATCH: 1042A			
PO-087043	VIZUAL SYMPHONY	DATA LINK PROJECTOR	\$15,034.95
		DATA LINK PROJECTOR	\$15,034.95
		** TOTAL PAYMENT AMOUNT:	\$15,034.95
		**** BATCH TOTAL AMOUNT:	\$15,034.95
BATCH: 1043			
PO-086886	VIZUAL SYMPHONY	Budget Augmentation Funds	\$4,092.88
		Budget Augmentation Funds	\$807.38
		Budget Augmentation Funds	\$4,900.26
		** TOTAL PAYMENT AMOUNT:	\$4,900.26
		**** BATCH TOTAL AMOUNT:	\$4,900.26
BATCH: 1044			
PO-087365	VIZUAL SYMPHONY	Equipment-Projector-Matri	\$1,421.27
		Equipment-Projector-Matri	\$279.86
		Equipment-Projector-Matri	\$1,701.13
		** TOTAL PAYMENT AMOUNT:	\$1,701.13
		**** BATCH TOTAL AMOUNT:	\$1,701.13
BATCH: 1045			
PO-087356	VIZUAL SYMPHONY	Equipment - Projector - T	\$1,421.27
		Equipment - Projector - T	\$279.86
		Equipment - Projector - T	\$1,701.13
		** TOTAL PAYMENT AMOUNT:	\$1,701.13
		**** BATCH TOTAL AMOUNT:	\$1,701.13
BATCH: 1046			
PO-086741	VIZUAL SYMPHONY	Projectors for 5 Classroo	\$3,306.12
		Projectors for 5 Classroo	\$3,306.12
		** TOTAL PAYMENT AMOUNT:	\$3,306.12

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REF.	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1046			
**** BATCH TOTAL AMOUNT: \$3,306.12			
BATCH: 1047			
PO-087155	VIZUAL SYMPHONY	Projectors	\$1,497.56
		Projectors	\$6,415.44
PO-087155	VIZUAL SYMPHONY	Projectors	\$7,913.00
** TOTAL PAYMENT AMOUNT: \$7,913.00			
**** BATCH TOTAL AMOUNT: \$7,913.00			
BATCH: 1048			
PO-086988	VIZUAL SYMPHONY	Data Projector	\$5,202.72
		Data Projector	\$5,306.13
PO-086988	VIZUAL SYMPHONY	Data Projector	\$2,035.22
PO-086988	VIZUAL SYMPHONY	Data Projector	\$12,544.07
** TOTAL PAYMENT AMOUNT: \$12,544.07			
**** BATCH TOTAL AMOUNT: \$12,544.07			
BATCH: 1049			
PV-008004	FIA CARD SERVICES	REGISTRATION AT USCD, LAE	\$2,100.00
		WILLINGHAM, OSHA CLASSES	\$2,100.00
** TOTAL PAYMENT AMOUNT: \$2,100.00			
**** BATCH TOTAL AMOUNT: \$2,100.00			
BATCH: 1050			
PV-008005	FIA CARD SERVICES	SOFTWARE FOR OFFICE	\$318.37
PV-008006	FIA CARD SERVICES	MISC OFFICE SUPPLIES	\$179.44
PV-008007	FIA CARD SERVICES	UCSB CONF, 6.23-26.07, SA	\$413.14
		BARBARA, LUNCH MTG W/J BO	\$910.95
** TOTAL PAYMENT AMOUNT: \$910.95			

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1050			
**** BATCH TOTAL AMOUNT: \$910.95			
BATCH: 1051			
PV-008008	FIA CARD SERVICES	EEO READER & ACHRO/EEO ME	\$83.45
PV-008009	FIA CARD SERVICES	5.2&3.07, SACRAMENTO	\$278.76
PV-008010	FIA CARD SERVICES	FINALISTS LODGING, SUPT/P	\$13.19
		APPLICANTS	
		FINANCE CHARGE	
** TOTAL PAYMENT AMOUNT:			\$375.40
**** BATCH TOTAL AMOUNT:			\$375.40
BATCH: 1052			
PV-008011	FIA CARD SERVICES	FRAMES FOR "TEACHERS R HE	\$339.41
		PROGRAM	
PV-008012	FIA CARD SERVICES	FINANCE CHARGE	\$2.01
** TOTAL PAYMENT AMOUNT:			\$341.42
**** BATCH TOTAL AMOUNT:			\$341.42
BATCH: 1053			
PV-008013	FIA CARD SERVICES	ACCA, CSEA, COOP GRANT, T	\$539.65
PV-008014	FIA CARD SERVICES	MTG, MONTH OF MAY 2007	\$19.39
		PHOTOS FOR EMPLOYEE AWARD	
PV-008015	FIA CARD SERVICES	FINANCE CHARGE	\$16.43
** TOTAL PAYMENT AMOUNT:			\$575.47
**** BATCH TOTAL AMOUNT:			\$575.47
BATCH: 1054			
PV-008016	FIA CARD SERVICES	CAL-PASS MEETING, 5.12.07	\$93.35
		ON CAMPUS	
PV-008017	FIA CARD SERVICES	CAL-PASS MEETING, 5.12.07	\$43.16
		ON CAMPUS	
PV-008018	FIA CARD SERVICES	WORKING LUNCH. 5.23.07,	\$24.28
		YUCAIPA	
PV-008019	FIA CARD SERVICES	SANCKS, STUDENT LRNING OU	\$50.58
		WORKSHOP, ON CAMPUS	
** TOTAL PAYMENT AMOUNT:			\$211.37

Victor Valley Comm. College
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REF.	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1054			
		**** BATCH TOTAL AMOUNT:	\$211.37
BATCH: 1055			
PV-008020	FIA CARD SERVICES	TRUSTEE CONF, 5.4-6.07, S	\$731.37
PV-008021	FIA CARD SERVICES	FRANCISCO	\$9.28
		FINANCE CHARGE	
		** TOTAL PAYMENT AMOUNT:	\$740.65
		**** BATCH TOTAL AMOUNT:	\$740.65
BATCH: 1056			
PV-008022	FIA CARD SERVICES	TRUSTEE CONF, 5.4-6.07, S	\$618.16
PV-008023	FIA CARD SERVICES	FRANCISCO	\$37.65
		LATE PAYMENT AND FINANCE	
		CHARGE	
		** TOTAL PAYMENT AMOUNT:	\$655.81
		**** BATCH TOTAL AMOUNT:	\$655.81
BATCH: 1057			
PV-008024	FIA CARD SERVICES	BOARD MTG MEALS, 5.8&16.0	\$96.10
		** TOTAL PAYMENT AMOUNT:	\$96.10
		**** BATCH TOTAL AMOUNT:	\$96.10
BATCH: 1058			
PV-008025	FIA CARD SERVICES	I.A.C. MTGS, 5.4, 5.18, 5	\$417.23
PV-008026	FIA CARD SERVICES	07	\$1.00
		FINANCE CHARGE	
		** TOTAL PAYMENT AMOUNT:	\$418.23
		**** BATCH TOTAL AMOUNT:	\$418.23
BATCH: 1059			
PV-008027	FIA CARD SERVICES	LATE PAYMENT & FINANCE CH	\$20.00
		** TOTAL PAYMENT AMOUNT:	\$20.00

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REF.	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
	BATCH: 1059			
	**** BATCH TOTAL AMOUNT:			\$20.00
	BATCH: 1060			
	PV-008028	FIA CARD SERVICES	CHAMBER BREKFST, 4.4.07 A	\$113.07
	PV-008029	FIA CARD SERVICES	LUNCHEON MTG, 5.25.07 FINANCE CHARGE	\$12.72
			** TOTAL PAYMENT AMOUNT:	\$125.79
			**** BATCH TOTAL AMOUNT:	\$125.79
	BATCH: 1061			
	PV-008030	FIA CARD SERVICES	MISC BOOKS FOR VVC LIBRAR	\$4,085.01
	PV-008031	FIA CARD SERVICES	ATTACHED BREAKDOWN FINANCE CHARGE	\$55.75
			** TOTAL PAYMENT AMOUNT:	\$4,140.76
			**** BATCH TOTAL AMOUNT:	\$4,140.76
	BATCH: 1062			
	PV-008032	FIA CARD SERVICES	SOFTWARE FOR POSTAGE METE	\$242.44
	PV-008033	FIA CARD SERVICES	FINANCE CHARGES	\$42.53
			** TOTAL PAYMENT AMOUNT:	\$284.97
			**** BATCH TOTAL AMOUNT:	\$284.97
	BATCH: 1063 BATCH IS VOIDED			
	BATCH: 1063A			
	PV-008034	FIA CARD SERVICES	EOPS/CARE TRANSFER CELEBR	\$1,302.14
	PV-008035	FIA CARD SERVICES	5.25.07 AT VVC FIRE TECH ITEMS TO REPLAC	\$883.01
	PV-008036	FIA CARD SERVICES	REPAIR TRAINING PROPS PROGRAM/BUDGET REVIEW LUN	\$36.54
	PV-008307	FIA CARD SERVICES	MEETING, 6.1.07 FINANCE CHARGE	\$44.44
			** TOTAL PAYMENT AMOUNT:	\$2,266.13

Board of Trustees Meeting 08/14/2007

REF.	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1063A			
BATCH: 1064			
	PV-008038 FIA CARD SERVICES	LODGING MENS TENNIS TEAM, 3.07 REGIONALS, SAN DIEGO	\$170.39
	PV-008039 FIA CARD SERVICES	LODGING AND EXPENSES, 5.1 5.18-19.07, ARIC JUAREZ	\$690.63
	PV-008040 FIA CARD SERVICES	WAVES CONF. 7.15-19.07, S KANE, WASH, E NAVARRETE	\$375.80
	PV-008041 FIA CARD SERVICES	FINANCE CHARGE	\$33.03
		** TOTAL PAYMENT AMOUNT:	\$1,269.85
		**** BATCH TOTAL AMOUNT:	\$1,269.85
BATCH: 1065		BATCH IS VOIDED	
BATCH: 1065A			
	PV-008042 FIA CARD SERVICES	EXTRA SERVICE CHARGES FRO HOTEL, REIMBURSED BY G MO	\$21.60
	PV-008043 FIA CARD SERVICES	1st YEAR EXP CONF, 7.8-12 HAWAII, J HOLMES	\$775.42
	PV-008044 FIA CARD SERVICES	CHAIRS/DIRECTORSTMG, 5.23 DELIVERED IN TACT	\$94.44
	PV-008045 FIA CARD SERVICES	CAREER & JOB EXPO, 5.24.0 VVC CAMPUS	\$810.48
	PV-008046 FIA CARD SERVICES	AHEAD CONF, 7.16-21.07, CH LOTTE, NC, J HOLMES	\$660.00
	PV-008047 FIA CARD SERVICES	FINANCE CHARGE	\$30.15
		** TOTAL PAYMENT AMOUNT:	\$2,392.09
		**** BATCH TOTAL AMOUNT:	\$2,392.09
BATCH: 1066		BATCH IS VOIDED	
BATCH: 1066A			
	PV-008048 FIA CARD SERVICES	COACHING ACADEMY, 6.4-10.	\$2,553.59
	PV-008049 FIA CARD SERVICES	SO CAROLINA, MIKE BRADBUR STAFF DEVELOPMENT DAY, 5.	\$254.73
	PV-008050 FIA CARD SERVICES	SNACKS & FAVORS 1st YEAR EXP CONF, HAWAII	\$1,300.00
	PV-008051 FIA CARD SERVICES	-12.07, E JOHNSON & P MAL OVERLIMIT FEE AND FINANCE	\$132.85

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
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BATCH: 1066A

CHARGE			
** TOTAL PAYMENT AMOUNT:			\$4,241.17
**** BATCH TOTAL AMOUNT:			\$4,241.17

BATCH: 1067

MV-092242 APRIL STAPP

SCHOLARSHIP REIMB 2006FA			\$280.00
** TOTAL PAYMENT AMOUNT:			\$280.00
**** BATCH TOTAL AMOUNT:			\$280.00

BATCH: 1068

PO-086099 MAYER, PEGGY V

travel conference			\$61.89
travel conference			\$61.89
** TOTAL PAYMENT AMOUNT:			\$123.78

PO-087412 MOJAVE WATER AGENCY

Well Water Credits			\$21,648.00
Well Water Credits			\$21,648.00
** TOTAL PAYMENT AMOUNT:			\$43,296.00

PO-087474 MURRAY, JAMES W

Reimbursement			\$99.41
Reimbursement			\$99.41
** TOTAL PAYMENT AMOUNT:			\$198.82

PO-087355 OAK HILLS NURSERY

Commencement Flowers			\$827.52
Commencement Flowers			\$565.69

PO-087392 OAK HILLS NURSERY

Sod			\$1,393.21
Sod			\$1,393.21
** TOTAL PAYMENT AMOUNT:			\$2,786.42

PO-085060 PAULSON PAINT INC.

ANNUAL OPEN PURCHASE ORDE			\$4.30
ANNUAL OPEN PURCHASE ORDE			\$62.93
ANNUAL OPEN PURCHASE ORDE			\$62.93
ANNUAL OPEN PURCHASE ORDE			\$67.23
** TOTAL PAYMENT AMOUNT:			\$137.39

PO-085060 PAULSON PAINT INC.

PO-087304 PEARSON EDUCATION

License fees, budget augm			\$11,982.00
License fees, budget augm			\$5,030.00
License fees, budget augm			\$17,012.00
** TOTAL PAYMENT AMOUNT:			\$34,024.00

PO-087304 PEARSON EDUCATION

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
=====			
BATCH: 1068			
PO-086109	PETERSON, DEBORAH A	instructional supply reim instructional supply reim ** TOTAL PAYMENT AMOUNT:	\$291.48 \$291.48
PO-085299	PRINGLE, MARY B	travel/conference	\$79.82
PO-085299	PRINGLE, MARY B	travel/conference	\$41.04
PO-085299	PRINGLE, MARY B	travel/conference	\$105.43
		travel/conference	\$226.29
		** TOTAL PAYMENT AMOUNT:	
PO-087409	REES, MICHAEL & SUE	Well Water Credits Well Water Credits ** TOTAL PAYMENT AMOUNT:	\$975.00 \$975.00
PO-087440	ROSETTA STONE	Rosetta Stone, quote att Rosetta Stone, quote att ** TOTAL PAYMENT AMOUNT:	\$9,353.48 \$9,353.48
PO-086714	S & B FOODS	1/26/06 Bridge Program Me 1/26/06 Bridge Program Me ** TOTAL PAYMENT AMOUNT:	\$66.80 \$66.80
PO-087048	SPX SERVICE SOLUTIONS	ramps ramps ramps ** TOTAL PAYMENT AMOUNT:	\$502.46 \$75.00 \$577.46
PO-087318	SVM LP	Arco Gas Cards for TANF S Arco Gas Cards for TANF S Shell gas cards for stude Shell gas cards for stude ** TOTAL PAYMENT AMOUNT:	\$3,018.95 \$482.45 \$3,501.40
PO-087331	THOMSON GALE	Standing order books Standing order books ** TOTAL PAYMENT AMOUNT:	\$301.74 \$301.74
PO-085341	TOYOTA FINANCIAL SERVICES	12-Month Lease, SUPT/PRE 12-Month Lease, SUPT/PRE ** TOTAL PAYMENT AMOUNT:	\$518.99 \$518.99

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
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BATCH: 1068

PO-087286 TRINITY SOFTWARE

Instructional Supplies, b
Instructional Supplies, b
** TOTAL PAYMENT AMOUNT:

\$1,895.00
\$1,895.00

PO-087449 VICTOR VALLEY HIGH SCHOOL DIS

payment for transportatio
payment for transportatio
** TOTAL PAYMENT AMOUNT:

\$1,425.00
\$1,425.00

PO-085066 VICTORVILLE GLASS CO INC

ANNUAL OPEN PURCHASE ORDE
ANNUAL OPEN PURCHASE ORDE
** TOTAL PAYMENT AMOUNT:

\$204.00
\$204.00

PO-086963 VISSER, SANDY H

Open PO for Sandy Visser
Open PO for Sandy Visser
** TOTAL PAYMENT AMOUNT:

\$463.92
\$463.92

*** BATCH TOTAL AMOUNT:

\$60,082.30

BATCH: 1068A

PO-086303 MALONE, DR. JEAN

negotiations consultant
negotiations consultant
** TOTAL PAYMENT AMOUNT:

\$2,287.61
\$2,287.61

*** BATCH TOTAL AMOUNT:

\$2,287.61

BATCH: 1069

PO-085123 STATER BROS. MARKETS

food supplies for CDC
food supplies for CDC
food supplies for CDC

\$243.40
\$155.70

PO-085123 STATER BROS. MARKETS

food supplies for CDC
** TOTAL PAYMENT AMOUNT:

\$399.10

PO-085903 WALMART COMMUNITY

CLASSROOM SUPPLIES
CLASSROOM SUPPLIES
** TOTAL PAYMENT AMOUNT:

\$229.31
\$229.31

*** BATCH TOTAL AMOUNT:

\$628.41

BATCH: 1070

PO-086303 MALONE, DR. JEAN

negotiations consultant
negotiations consultant
** TOTAL PAYMENT AMOUNT:

\$1,550.00
\$1,550.00

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1070			
PO-087310	TEKNIMEDIA CORPORATION	Maintenance Agreement, bu	\$10,755.00
		Maintenance Agreement, bu	\$10,755.00
		** TOTAL PAYMENT AMOUNT:	\$12,305.00
BATCH: 1071			
PO-085174	CALIFORNIA OVERNIGHT	Overnight: Postal charges	\$31.00
		Overnight: Postal charges	\$31.00
		** TOTAL PAYMENT AMOUNT:	\$3,000.00
PO-085209	CONSTELLATION NEWENERGY INC	utility/electricity	\$53.41
		utility/electricity	\$3,053.41
		utility/electricity	\$54.57
		utility/electricity	\$54.57
		** TOTAL PAYMENT AMOUNT:	\$17.10
PO-085189	SOUTHERN CALIF EDISON CO	utilities/electricity	\$14.50
		utilities/electricity	\$31.60
		utilities/electricity	\$12.40
		utilities/electricity	\$51.54
		** TOTAL PAYMENT AMOUNT:	\$6,083.57
PO-085077	SOUTHWEST GAS CORPORATION	utilities/natural gas	\$1,065.05
		utilities/natural gas	\$185.40
		utilities/natural gas	\$11.00
		utilities/natural gas	\$7,408.96
		** TOTAL PAYMENT AMOUNT:	

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
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BATCH: 1071

PV-008052 US BANK

MISC PARTS FOR MAINTENANC
DEPT
** TOTAL PAYMENT AMOUNT:

\$108.77

\$108.77

PO-087153	VERIZON CALIFORNIA	telephone service for VVC	\$84.90
PO-087153	VERIZON CALIFORNIA	telephone service for VVC	\$56.92
PO-087153	VERIZON CALIFORNIA	telephone service for VVC	\$54.86
PO-087153	VERIZON CALIFORNIA	telephone service for VVC	\$749.29
PO-087153	VERIZON CALIFORNIA	telephone service for VVC	\$250.51
PO-087153	VERIZON CALIFORNIA	telephone service for VVC	\$250.51
PO-087153	VERIZON CALIFORNIA	telephone service for VVC	\$104.05
PO-087153	VERIZON CALIFORNIA	telephone service for VVC	\$132.05
PO-087153	VERIZON CALIFORNIA	telephone service for VVC	\$54.61
PO-087153	VERIZON CALIFORNIA	telephone service for VVC	\$139.62
PO-087153	VERIZON CALIFORNIA	telephone service for VVC	\$1,877.32
** TOTAL PAYMENT AMOUNT:			\$12,565.63

*** BATCH TOTAL AMOUNT:

\$12,565.63

BATCH: 1071A

PO-085039	G A S INC	ANNUAL OPEN PURCHASE ORDE	\$912.72
PO-085039	G A S INC	ANNUAL OPEN PURCHASE ORDE	\$93.50
PO-085039	G A S INC	ANNUAL OPEN PURCHASE ORDE	\$1,152.92
PO-085039	G A S INC	ANNUAL OPEN PURCHASE ORDE	\$2,159.14
** TOTAL PAYMENT AMOUNT:			\$2,159.14

*** BATCH TOTAL AMOUNT:

\$2,159.14

BATCH: 1072

PV-008053 FEDERAL EXPRESS

PLANS AND SPECS TO SACRAM

\$62.80

** TOTAL PAYMENT AMOUNT:

\$62.80

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

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Board of Trustees Meeting 08/14/2007

REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1072			
**** BATCH TOTAL AMOUNT:			\$62.80
BATCH: 1073			
PO-087027	ANIMAL REPRODUCTION SYSTEMS	Equipment	\$2,866.42
		** TOTAL PAYMENT AMOUNT:	\$2,866.42
PO-087009	ARROWHEAD MT SPRING WATER	bottled water	\$27.04
		** TOTAL PAYMENT AMOUNT:	\$27.04
PO-085773	CA TOOL & WELDING SUPPLY	Repair of district equipm	\$1,258.27
		** TOTAL PAYMENT AMOUNT:	\$1,258.27
PO-087067	CAL-STATE AUTO PARTS INC	tools and supplies	\$294.21
PO-087067	CAL-STATE AUTO PARTS INC	tools and supplies	\$50.43
PO-087067	CAL-STATE AUTO PARTS INC	tools and supplies	\$53.49
PO-087067	CAL-STATE AUTO PARTS INC	tools and supplies	\$37.99
PO-087067	CAL-STATE AUTO PARTS INC	tools and supplies	\$177.74
PO-087067	CAL-STATE AUTO PARTS INC	tools and supplies	\$291.92
PO-087067	CAL-STATE AUTO PARTS INC	tools and supplies	\$291.92
		** TOTAL PAYMENT AMOUNT:	\$613.86
PO-087423	CAPP ASSOCIATES	Assessment & Placement So	\$1,865.34
		** TOTAL PAYMENT AMOUNT:	\$1,865.34
PO-087069	CARQUEST	supplies and tools	\$216.58
		** TOTAL PAYMENT AMOUNT:	\$216.58
PO-087431	COAST TRAFFIC SCHOOL	Coast Traffic School - 6/	\$315.00
		** TOTAL PAYMENT AMOUNT:	\$315.00

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1073			
PO-085317	CONSOLIDATED ELECTRICAL	Supplies/Materials	\$245.67
		Supplies/Materials	\$245.67
		** TOTAL PAYMENT AMOUNT:	
PO-086938	COSTCO	Open PO to Cosco to purch	\$255.95
		Open PO to Cosco to purch	\$188.08
		Open PO to Cosco to purch	\$444.03
		** TOTAL PAYMENT AMOUNT:	
PO-085187	DAILY PRESS	Advertising Expenses	\$665.02
		Advertising Expenses	\$665.02
		** TOTAL PAYMENT AMOUNT:	
PO-087418	DELL MARKETING L.P.	color laser printer	\$178.87
		color laser printer	\$178.87
		** TOTAL PAYMENT AMOUNT:	
PO-087028	DELL MARKETING LP	Laptop Computer	\$1,558.69
		Laptop Computer	\$681.90
PO-087201	DELL MARKETING LP	Monitors	\$1,381.49
		Replacement Monitors	\$133.61
PO-087249	DELL MARKETING LP	Replacement Monitors	\$487.04
		toner cartridges	\$487.04
PO-087374	DELL MARKETING LP	toner cartridges	\$487.04
		color laser printer	\$487.04
PO-087418	DELL MARKETING LP	color laser printer	\$4,242.73
		** TOTAL PAYMENT AMOUNT:	
PO-085559	DEPT OF FORESTRY & FIRE PROTE	INSTRUCTIONAL SUPPLIES	\$580.40
		INSTRUCTIONAL SUPPLIES	\$168.00
PO-085559	DEPT OF FORESTRY & FIRE PROTE	INSTRUCTIONAL SUPPLIES	\$168.00
		INSTRUCTIONAL SUPPLIES	\$1,162.06
PO-085559	DEPT OF FORESTRY & FIRE PROTE	INSTRUCTIONAL SUPPLIES	\$168.00
		INSTRUCTIONAL SUPPLIES	\$168.00
PO-085559	DEPT OF FORESTRY & FIRE PROTE	INSTRUCTIONAL SUPPLIES	\$173.00
		INSTRUCTIONAL SUPPLIES	\$143.00
PO-085559	DEPT OF FORESTRY & FIRE PROTE	INSTRUCTIONAL SUPPLIES	\$168.00
		INSTRUCTIONAL SUPPLIES	\$168.00
PO-085559	DEPT OF FORESTRY & FIRE PROTE	INSTRUCTIONAL SUPPLIES	\$2,562.46
		** TOTAL PAYMENT AMOUNT:	

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1073			
PO-087383	ELLISON EDUC EQPT INC	Instructional supplies. Instructional supplies. ** TOTAL PAYMENT AMOUNT:	\$20.48 \$20.48
PO-086809	G/M BUSINESS INTERIORS	Office Desk Equipment (Non-Computer) ** TOTAL PAYMENT AMOUNT:	\$5,359.80 \$5,359.80
PO-086058	HARBOR FREIGHT TOOLS	Open Purchase Order Open Purchase Order ** TOTAL PAYMENT AMOUNT:	\$437.38 \$437.38
PO-085127	HARDY DIAGNOSTICS	Microbiology Supplies Microbiology Supplies ** TOTAL PAYMENT AMOUNT:	\$222.74 \$222.74
PO-087439	HIGH DESERT LASER GRAPHICS	Student Services EOY plex Student Services EOY plex ** TOTAL PAYMENT AMOUNT:	\$136.84 \$136.84
PO-085048	J A SEXAUER	ANNUAL OPEN PURCHASE ORDE ANNUAL OPEN PURCHASE ORDE ** TOTAL PAYMENT AMOUNT:	\$189.42 \$189.42
PO-087379	KOENIG, MICHAEL	Stipend for student Board Stipend for student Board ** TOTAL PAYMENT AMOUNT:	\$600.00 \$600.00
PV-008054	LAERDAL MEDICAL CORP	INV#1825795 05/31/07 ** TOTAL PAYMENT AMOUNT: *** BATCH TOTAL AMOUNT:	\$316.73 \$316.73 \$22,784.68
BATCH: 1073A			
PO-087380	AD INFIN ITEM INC	advertising supplies advertising supplies	\$669.90
PO-087382	AD INFIN ITEM INC	advertising supplies advertising supplies ** TOTAL PAYMENT AMOUNT:	\$1,754.66 \$2,424.56

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1073A			
PO-087441	CLASS LEASING INC	modular classroom lease	\$5,496.00
		modular classroom lease	\$5,496.00
		** TOTAL PAYMENT AMOUNT:	
PO-087261	COMPUTERLAND	Computer Equipment - Teac	\$14,697.33
		Computer Equipment - Teac	\$14,697.33
		** TOTAL PAYMENT AMOUNT:	
PO-087128	HEABERLIN JR, WILBERT E	travel reimb/E Heaberlin	\$1,704.04
		travel reimb/E Heaberlin	\$1,704.04
		** TOTAL PAYMENT AMOUNT:	
		*** BATCH TOTAL AMOUNT:	\$24,321.93
BATCH: 1074			
PV-008055	LOS ANGELES COUNTY AUDITOR	06-07 PROP TAX OVERPMT	\$1,064.42
		06-07 PROP TAX OVERPMT	\$1,064.42
		** TOTAL PAYMENT AMOUNT:	
		*** BATCH TOTAL AMOUNT:	\$1,064.42
BATCH: 1075			
PO-087408	CAESAR WACKEN	Well Water Credits	\$11,160.00
		Well Water Credits	\$11,160.00
		** TOTAL PAYMENT AMOUNT:	
PO-086869	FCCC	Travel Reimbursement for	\$149.00
		Travel Reimbursement for	\$149.00
		** TOTAL PAYMENT AMOUNT:	
PO-087472	MC MULLEN CHRISTOPHER	candidate travel reimburs	\$376.10
		candidate travel reimburs	\$376.10
		** TOTAL PAYMENT AMOUNT:	
PO-087046	MEYERS TIRE	New Lift rack 14, 000lb	\$1,200.00
		New Lift rack 14, 000lb	\$1,200.00
		** TOTAL PAYMENT AMOUNT:	
PO-086698	NOTARY PUBLIC SEMINARS	Notary Public Seminars, I	\$247.50
		Notary Public Seminars, I	\$247.50
PO-086698	NOTARY PUBLIC SEMINARS	Notary Public Seminars, I	\$495.00
		Notary Public Seminars, I	\$495.00
		** TOTAL PAYMENT AMOUNT:	

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1075			
PO-087410	NUNN, DONALD & PEARL	Well Water Credits	\$2,080.00
		Well Water Credits	
		** TOTAL PAYMENT AMOUNT:	\$2,080.00
PO-086838	PLASTER GALAXY INC	Instructional Equipment f	\$214.30
		Instructional Equipment f	
		** TOTAL PAYMENT AMOUNT:	\$214.30
PO-087471	RAMS BOOKSTORE	Bookstore Charges - SSPIR	\$285.35
		Bookstore Charges - SSPIR	
		** TOTAL PAYMENT AMOUNT:	\$285.35
PO-085178	REVOLVING CASH FUND	TRAVEL: BGT WORKSHOP	\$79.84
		TRAVEL: BGT WORKSHOP	
		** TOTAL PAYMENT AMOUNT:	\$79.84
PO-087395	S & B FOODS	Staff Development Appreci	\$219.81
		Staff Development Appreci	
PO-087395	S & B FOODS	Staff Development Appreci	\$169.19
		Staff Development Appreci	
PO-087395	S & B FOODS	Staff Development Appreci	\$169.16
		Staff Development Appreci	
PO-087395	S & B FOODS	Staff Development Appreci	\$169.16
		Staff Development Appreci	
PO-087395	S & B FOODS	Staff Development Appreci	\$169.16
		Staff Development Appreci	
PO-087469	S & B FOODS	Staff Development Appreci	\$46.60
		Staff Development Appreci	
PO-087470	S & B FOODS	Staff Development Appreci	\$73.54
		Staff Development Appreci	
		** TOTAL PAYMENT AMOUNT:	\$1,016.62
PO-087443	SYPKENS, MARY F	supply reimburse/Mary Syp	\$104.46
		supply reimburse/Mary Syp	
		** TOTAL PAYMENT AMOUNT:	\$104.46
PO-085141	SYSCO FOOD SERVICES	Instructional Supplies	\$552.16
		Instructional Supplies	
		** TOTAL PAYMENT AMOUNT:	\$552.16
PO-085065	USAIRCONDITIONING DISTRIBUTOR	ANNUAL OPEN PURCHASE ORDE	\$204.43
		ANNUAL OPEN PURCHASE ORDE	
		** TOTAL PAYMENT AMOUNT:	\$204.43

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
=====			
BATCH: 1075			
PO-087475	WOLF PRINTING CO.	file conversion	\$80.82
		file conversion	
PO-087476	WOLF PRINTING CO.	financial aid supplies	\$649.74
		financial aid supplies	
		** TOTAL PAYMENT AMOUNT:	\$730.56
		**** BATCH TOTAL AMOUNT:	\$18,647.82
=====			
BATCH: 1075A			
PO-086894	SNAP-ON INDUSTRIAL	Up date Packages for the	\$614.18
		Up date Packages for the	
PO-086894	SNAP-ON INDUSTRIAL	Up date Packages for the	\$1,157.24
		Up date Packages for the	
PO-086894	SNAP-ON INDUSTRIAL	Up date Packages for the	\$2,747.63
		Up date Packages for the	
		** TOTAL PAYMENT AMOUNT:	\$4,519.05
		**** BATCH TOTAL AMOUNT:	\$4,519.05
=====			
BATCH: 1076	THRU 1077	BATCH IS VOIDED	
=====			
BATCH: 1077A			
PO-085236	PIPS C/O KEENAN & ASSOCIATES	W/C PREMIUMS	\$41,900.00
		W/C PREMIUMS	
PO-085236	PIPS C/O KEENAN & ASSOCIATES	W/C PREMIUMS	\$315.07
		W/C PREMIUMS	
		** TOTAL PAYMENT AMOUNT:	\$42,215.07
		**** BATCH TOTAL AMOUNT:	\$42,215.07
=====			
BATCH: 1078		BATCH IS VOIDED	
=====			
BATCH: 1078A			
PO-087479	PIPS C/O KEENAN & ASSOCIATES	workers compensation prem	\$105,858.00
		workers compensation prem	
		** TOTAL PAYMENT AMOUNT:	\$105,858.00
		**** BATCH TOTAL AMOUNT:	\$105,858.00
=====			
BATCH: 1079		BATCH IS VOIDED	

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REF.	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1079A			
PO-085632	SCHOOLS EXCESS LIABILITY FUND	SELF INSURANCE	\$18,188.56
		SELF INSURANCE	\$18,188.56
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$18,188.56
BATCH: 1080			
PV-008056	VICTOR VALLEY COLLEGE	OVERAWARDS PELL	\$18,891.00
		** TOTAL PAYMENT AMOUNT:	\$18,891.00
		**** BATCH TOTAL AMOUNT:	\$18,891.00
BATCH: 1081			
PO-087350	A&G AUTO & MACHINE	Various CARE Students Aut	\$100.00
		Various CARE Students Aut	\$98.01
PO-087350	A&G AUTO & MACHINE	Various CARE Students Aut	\$100.00
		Various CARE Students Aut	\$298.01
PO-087350	A&G AUTO & MACHINE	Various CARE Students Aut	\$199.29
		commencement flowers	\$6.47
PO-087397	ACACIA'S COUNTRY FLORIST	commencement flowers	\$205.76
		commencement flowers	\$560.07
PV-008073	ACCREDITING COMMISSION FOR	06.01.07/PROGRESS REPORT	\$560.07
		** TOTAL PAYMENT AMOUNT:	\$650.00
PO-087492	ADP INC	PROCESSING CHG: 1099 TAX	\$650.00
		PROCESSING CHG: 1099 TAX	\$20.00
		** TOTAL PAYMENT AMOUNT:	\$20.00
PO-086530	APPLE VALLEY CHAMBER	Membership Luncheon	\$20.00
		Membership Luncheon	\$20.00
		** TOTAL PAYMENT AMOUNT:	

Victor Valley Comm. College
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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1081			
PO-087464	BEAR VALLEY PARTY RENTALS	commencement expenses	\$364.70
		commencement expenses	\$100.68
		commencement expenses	\$465.38
		** TOTAL PAYMENT AMOUNT:	
PO-086345	BLACKBOARD INC	BLACKBOARD LICENSE	\$5,915.00
		BLACKBOARD LICENSE	\$5,915.00
		** TOTAL PAYMENT AMOUNT:	
PO-087446	BOOTH, JON C	supply reimb/J Booth	\$37.46
		supply reimb/J Booth	\$37.46
		** TOTAL PAYMENT AMOUNT:	
PO-087317	BOZONELOS, DINO	Travel Expenses for Dino	\$287.68
		Travel Expenses for Dino	\$287.68
		** TOTAL PAYMENT AMOUNT:	
PO-087473	CARQUEST	vehicle supplies carryov	\$2.13-
		vehicle supplies carryov	\$86.73
		vehicle supplies carryov	\$26.76
		vehicle supplies carryov	\$46.29
		vehicle supplies carryov	\$78.58
		vehicle supplies carryov	\$27.89
		vehicle supplies carryov	\$15.77
		vehicle supplies carryov	\$279.89
		** TOTAL PAYMENT AMOUNT:	
PO-087183	CDW GOVERNMENT INC.	cables & connectors	\$51.83
		cables & connectors	\$313.94
		wheeled hardshell project	\$365.77
		wheeled hardshell project	\$433.29
		** TOTAL PAYMENT AMOUNT:	
PO-086704	CLINE, DIANE	TRAVEL / CONFERENCE	\$268.96
		TRAVEL / CONFERENCE	\$702.25
		TRAVEL / CONFERENCE	
		TRAVEL / CONFERENCE	
		** TOTAL PAYMENT AMOUNT:	

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REF.	NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
			super/prez search	\$343.15
			super/prez search	\$343.15
			** TOTAL PAYMENT AMOUNT:	
BATCH: 1081				
	PO-087451	COOKE, SUNNY	student PCs for AC2	\$9,490.72
			student PCs for AC2	\$1,236.98
			Equipment	
			Equipment	\$150.85
			USB to PS 2 Converters	
			USB to PS 2 Converters	\$10,878.55
			** TOTAL PAYMENT AMOUNT:	
	PO-087281	ELECTRONIC SCHOOL SUPPLY INC	Scope Probes	\$423.65
			Scope Probes	\$423.65
			** TOTAL PAYMENT AMOUNT:	
	PO-087050	HARVEY, LISA	Lisa Harvey-Spring Plenar	\$1,171.00
			Lisa Harvey-Spring Plenar	\$1,171.00
			** TOTAL PAYMENT AMOUNT:	
	PO-085045	HI DESERT ALARM	ANNUAL OPEN PURCHASE ORDE	\$141.92
			ANNUAL OPEN PURCHASE ORDE	\$170.41
			ANNUAL OPEN PURCHASE ORDE	\$502.92
			ANNUAL OPEN PURCHASE ORDE	\$815.25
			** TOTAL PAYMENT AMOUNT:	
	PO-086659	HOLLOMON, DAVID	Travel Expenses for David	\$1,882.45
			Travel Expenses for David	\$1,882.45
			** TOTAL PAYMENT AMOUNT:	
	PO-087432	HVLTON, CHRISTOPHER L	meal reimbursement for co	\$111.08
			meal reimbursement for co	\$111.08
			** TOTAL PAYMENT AMOUNT:	
	PO-087390	JOURNEY EDUCATION MARKETING	Supplies for Biology Lab	\$4,266.90
			Supplies for Biology Lab	\$4,266.90
			** TOTAL PAYMENT AMOUNT:	
	PO-087385	KAPLAN COMPANIES INC.	instructional supplies	\$95.29
			instructional supplies	\$95.29
			** TOTAL PAYMENT AMOUNT:	

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1081			
PO-087484	USDA FOREST SERVICE	fee for Fire Tech course	\$1,404.00
		fee for Fire Tech course	\$1,404.00
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$31,178.59
BATCH: 1082			
PO-087483	REVOLVING CASH FUND	Instructional Supplies	\$80.00
		Instructional Supplies	\$80.00
		** TOTAL PAYMENT AMOUNT:	
		service the solvent tanks	\$277.00
		service the solvent tanks	\$277.00
		** TOTAL PAYMENT AMOUNT:	
PO-085444	SAFETY-KLEEN	INSTRUCTIONAL MILEAGE RE	\$360.05
		INSTRUCTIONAL MILEAGE RE	\$360.05
		** TOTAL PAYMENT AMOUNT:	
PO-087477	THIBEAULT, SALLY G	Instructional supplies fo	\$700.00
		Instructional supplies fo	\$700.00
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$1,417.05
BATCH: 1082A			
PO-087480	RAMS BOOKSTORE	Meal Vouchers & Books & S	\$23,000.00
		Meal Vouchers & Books & S	\$23,000.00
		** TOTAL PAYMENT AMOUNT:	
PO-087411	RIVERSIDE CEMENT COMPANY	Well Water Credits	\$26,505.00
		Well Water Credits	\$26,505.00
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$49,505.00
BATCH: 1083			
PO-087406	JOSEPH W BRADY INC	Well Water Broker Fees	\$1,845.00
		Well Water Broker Fees	\$1,845.00
		** TOTAL PAYMENT AMOUNT:	

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1083			
PO-085055	MISSION LINEN & UNIFORM SVC	ANNUAL OPEN PURCHASE ORDE	\$123.49
		ANNUAL OPEN PURCHASE ORDE	
PO-085055	MISSION LINEN & UNIFORM SVC	ANNUAL OPEN PURCHASE ORDE	\$123.49
		ANNUAL OPEN PURCHASE ORDE	
PO-085055	MISSION LINEN & UNIFORM SVC	ANNUAL OPEN PURCHASE ORDE	\$148.48
		ANNUAL OPEN PURCHASE ORDE	
PO-085055	MISSION LINEN & UNIFORM SVC	ANNUAL OPEN PURCHASE ORDE	\$148.48
		ANNUAL OPEN PURCHASE ORDE	
		** TOTAL PAYMENT AMOUNT:	\$543.94
PO-087283	NEXUS IS INC	Wireless Interface Card f	\$120.33
		Wireless Interface Card f	
		** TOTAL PAYMENT AMOUNT:	\$120.33
PO-086921	QUICK CAPTION	captioning and transcript	\$1,040.00
		captioning and transcript	
PO-086921	QUICK CAPTION	captioning and transcript	\$40.00
		captioning and transcript	
PO-086921	QUICK CAPTION	captioning and transcript	\$240.00
		captioning and transcript	
		** TOTAL PAYMENT AMOUNT:	\$1,320.00
PO-087491	REVOLVING CASH FUND	petty cash reimbursement	\$282.38
		petty cash reimbursement	
		** TOTAL PAYMENT AMOUNT:	\$282.38
PO-087110	RODGERS, LAUREL	Staff Development Travel	\$600.00
		Staff Development Travel	
		** TOTAL PAYMENT AMOUNT:	\$600.00
PO-087206	TOM'S MUSIC	Piano cover, transporter	\$1,178.05
		Piano cover, transporter	
		** TOTAL PAYMENT AMOUNT:	\$1,178.05
PO-087493	VICTOR VALLEY HIGH SCHOOL DIS	FACILITIES USE	\$12,498.75
		FACILITIES USE	
		** TOTAL PAYMENT AMOUNT:	\$12,498.75
PO-086937	WALMART COMMUNITY	Open PO to Walmart to pur	\$332.92
		Open PO to Walmart to pur	
		** TOTAL PAYMENT AMOUNT:	\$332.92

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REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1083			
PO-085364	WEST END UNIFORM	Police Uniforms & Equipme	\$399.60
		Police Uniforms & Equipme	\$399.60
		** TOTAL PAYMENT AMOUNT:	
PO-085899	ZELLERS, LOUIS E	Gas Reimbursement for Dr.	\$50.00
		Gas Reimbursement for Dr.	\$29.55
PO-085899	ZELLERS, LOUIS E	Gas Reimbursement for Dr.	\$79.55
		** TOTAL PAYMENT AMOUNT:	
		**** BATCH TOTAL AMOUNT:	\$19,200.52
BATCH: 1084			
PV-008070	BLUE CROSS BLUE SHIELD OF AZ		\$642.00
		** TOTAL PAYMENT AMOUNT:	\$642.00
PV-008057	DELTACARE USA		\$1,400.37
		** TOTAL PAYMENT AMOUNT:	\$1,400.37
PV-008060	EYEMED		\$1,376.27
		** TOTAL PAYMENT AMOUNT:	\$1,376.27
PV-008061	HEALTH NET		\$46,990.22
PV-008062	HEALTH NET		\$68,137.81
PV-008063	HEALTH NET		\$2,803.12
PV-008064	HEALTH NET		\$2,126.47
PV-008065	HEALTH NET		\$476.80
		** TOTAL PAYMENT AMOUNT:	\$120,534.42
PV-008066	KAISER PERMANENTE		\$74,100.00
PV-008067	KAISER PERMANENTE		\$861.17
		** TOTAL PAYMENT AMOUNT:	\$74,961.17

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REF.	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 1084			
PV-008068	LIFEWISE HEALTH PLAN OF WA		\$437.00
		** TOTAL PAYMENT AMOUNT:	\$437.00
PV-008069	REGENCE BLUE CROSS/BLUE SHIEL		\$675.00
		** TOTAL PAYMENT AMOUNT:	\$675.00
PV-008071	SAFEGUARD HEALTH PLANS, INC.		\$278.56
		** TOTAL PAYMENT AMOUNT:	\$278.56
PV-008072	SCEET		\$13,028.21
		** TOTAL PAYMENT AMOUNT:	\$13,028.21
PV-008058	UNION BANK OF CALIFORNIA		\$235.83
		** TOTAL PAYMENT AMOUNT:	\$235.83
PV-008059	VICTOR VALLEY COLLEGE		\$440.36
		** TOTAL PAYMENT AMOUNT:	\$440.36
		**** BATCH TOTAL AMOUNT:	\$214,009.19
BATCH: 1085			
PO-085019	CAL K-12 CONSTRUCTION INC	Construction Management S	\$2,488.32
		Construction Management S	\$2,488.32
		** TOTAL PAYMENT AMOUNT:	\$2,488.32
		**** BATCH TOTAL AMOUNT:	\$2,488.32
BATCH: 1086			
PO-087217	ANYTIME PRODUCTS	PURCHASE OF ENCLOSED BULL	\$844.80
		PURCHASE OF ENCLOSED BULL	\$844.80
		** TOTAL PAYMENT AMOUNT:	\$844.80
		mileage reimb/S Gonzales	\$112.10
		mileage reimb/S Gonzales	\$112.10
		** TOTAL PAYMENT AMOUNT:	\$112.10
PO-086180	GONZALES, SUSAN K		

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

Board of Trustees Meeting 08/14/2007

REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
**** BATCH TOTAL AMOUNT:			\$956.90

TOTAL NUMBER OF PAYMENTS: 259 *** GRAND TOTAL AMOUNT: \$2,054,908.03

The above Payable transactions have been issued in accordance with the District's policies and procedures. It is recommended that the Board of Trustees approve them.

Authorized Agent

PAGE: 1

DEL

DESCRIPTION

AMOUNT

\$7,162.86

\$8,763.63
\$8,333.47

\$17,097.10

	\$10,825.00
	\$10,825.00

\$720.00

\$588.00

\$800.00

\$27,400,000.00

\$27,400,000.00

\$64,465.69

\$78,872.62
\$75,001.28

\$153,873.90

\$151,762.50

\$16,862.50

\$168,625.00

\$97,425.00

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

Board of Trustees Meeting 08/14/2007

REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 0001A			
CL-070040	COLUMBIA STEEL INC.	Structural Steel for the	\$23,981.76
CL-070040	COLUMBIA STEEL INC.	Structural Steel for the	\$75,970.80
CL-070040	COLUMBIA STEEL INC.		\$2,664.64
CL-070040	COLUMBIA STEEL INC.		\$8,441.20
		** TOTAL PAYMENT AMOUNT:	\$111,058.40
CL-070082	DAART ENGINEERING CO. INC.	Fire Sprinklers for the S	\$62,298.72
		Fire Sprinklers for the S	\$62,298.72
		** TOTAL PAYMENT AMOUNT:	\$62,298.72
		**** BATCH TOTAL AMOUNT:	\$657,746.71
BATCH: 0002			
CL-070028	M & D FIRE EQUIPMENT CO	ANNUAL OPEN PURCHASE ORDE	\$251.00
		ANNUAL OPEN PURCHASE ORDE	\$251.00
		** TOTAL PAYMENT AMOUNT:	\$251.00
CL-070156	MCCRACKEN, MICHAEL A	Reimbursement for Travel	\$285.60
		Reimbursement for Travel	\$285.60
		** TOTAL PAYMENT AMOUNT:	\$285.60
CL-070087	MLS TECHNOLOGIES DBA	Contracted Services	\$4,160.00
CL-070087	MLS TECHNOLOGIES DBA	Contracted Services	\$4,160.00
CL-070087	MLS TECHNOLOGIES DBA		\$8,320.00
		** TOTAL PAYMENT AMOUNT:	\$16,640.00
CL-070120	MSDN ACADEMIC ALLIANCE	Academic Alliance Renewal	\$429.93
		Academic Alliance Renewal	\$429.93
		** TOTAL PAYMENT AMOUNT:	\$429.93
CL-070227	PARVOMEDICS INC	Equipment - Coop 2 Grant	\$25,452.95
CL-070228	PARVOMEDICS INC	Equipment - Coop 2 Grant	\$609.85
CL-070229	PARVOMEDICS INC	Equipment - Coop 2 Grant	\$1,536.20
CL-070229	PARVOMEDICS INC	Equipment - Coop 2 Grant	\$500.00
		** TOTAL PAYMENT AMOUNT:	\$28,099.00

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

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Board of Trustees Meeting 08/14/2007

REF.	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 0002			
CL-070029	PAULSON PAINT INC.	ANNUAL OPEN PURCHASE ORDE	\$31.59
		ANNUAL OPEN PURCHASE ORDE	\$31.59
		** TOTAL PAYMENT AMOUNT:	
CL-070091	REVOLVING CASH FUND	Meal money for men's socc	\$154.00
CL-070091	REVOLVING CASH FUND	Meal money for men's socc	\$154.00
CL-070091	REVOLVING CASH FUND		\$154.00
CL-070223	REVOLVING CASH FUND	contracted service/post c	\$100.00
CL-070278	REVOLVING CASH FUND	contracted service/post c	\$80.00
		INSTRUCTIONAL SUPPLIES	\$80.00
		** TOTAL PAYMENT AMOUNT:	\$642.00
CL-070233	RUIZ, MARIA E	Travel Expenses for Maria	\$800.00
		Travel Expenses for Maria	\$800.00
		** TOTAL PAYMENT AMOUNT:	\$800.00
CL-070266	SCHLEGEL, SHARON M	agreement-Bridge Wkshp -	\$1,200.00
		agreement-Bridge Wkshp -	\$1,200.00
		** TOTAL PAYMENT AMOUNT:	\$1,200.00
CL-070158	SYPKENS, MARY F	Open PO for Mary Sypkens	\$620.32
		Open PO for Mary Sypkens	\$620.32
		** TOTAL PAYMENT AMOUNT:	\$620.32
CL-070095	SYSIX FINANCIAL LLC	contracted services	\$4,225.96
		contracted services	\$4,225.96
		** TOTAL PAYMENT AMOUNT:	\$4,225.96
CL-070090	TIME OPTICS COMPANY	Open PO for repair and ma	\$260.00
CL-070090	TIME OPTICS COMPANY	Open PO for repair and ma	\$375.00
CL-070090	TIME OPTICS COMPANY		\$290.00
CL-070090	TIME OPTICS COMPANY		\$175.00
		** TOTAL PAYMENT AMOUNT:	\$1,100.00

REF.	VENDOR NAME	DESCRIPTION	AMOUNT
=====	=====	=====	=====

CL-070198 WALTON, FLORINE	Reimbursement for Nationa	\$20.00
	Reimbursement for Nationa	\$20.00
	** TOTAL PAYMENT AMOUNT:	

CL-070118	WARDS NATURAL SCIENCE	Lab supplies	\$250.53
		Lab supplies	\$48.83

CL-070118	WARDS NATURAL SCIENCE	\$19.13
CL-070119	WARDS NATURAL SCIENCE	\$19.13

** TOTAL PAYMENT AMOUNT: \$318.49

CL-070268 WELLS, LORRA	agreement-Bridge Wkshp-L	\$800.00
	agreement-Bridge Wkshp-L	\$800.00
	** TOTAL PAYMENT AMOUNT:	\$800.00

**** BATCH TOTAL AMOUNT: \$55,463.89

CL-070251	MARK HALL SALES ASSOC LLC	Caption System w/Note	boo	\$5,382.11
		Caption System w/Note	boo	
CL-070252	MARK HALL SALES ASSOC LLC	Caption System w/Note	boo	\$2,262.75
		Caption System w/Note	boo	
CL-070253	MARK HALL SALES ASSOC LLC	Caption System w/Note	boo	\$233.58
		Caption System w/Note	boo	
		** TOTAL PAYMENT AMOUNT:		\$7,878.44

**** BATCH TOTAL AMOUNT: \$7,878.44

CL-070265 MYERS, KAREN	agreement-Bridge Wkshp- K	\$1,200.00
	agreement-Bridge Wkshp- K	\$1,200.00
	** TOTAL PAYMENT AMOUNT:	\$1,200.00

CL-070209 PEARSON EDUCATION	Instructional Supplies, b	\$840.00
	Instructional Supplies, b	\$840.00
	** TOTAL PAYMENT AMOUNT:	

CL-070143 PENA, LUIS A	weight rm repair/L Pena	\$2,665.00
	weight rm repair/L Pena	\$2,665.00
	** TOTAL PAYMENT AMOUNT:	\$2,665.00

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

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Board of Trustees Meeting 08/14/2007

REF.	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 0003			
CL-070181	RANESCO	EQUIP: PLC Programmer	\$4,304.62
		EQUIP: PLC Programmer	\$496.52
CL-070182	RANESCO	EQUIP: PLC Programmer	\$4,801.14
		** TOTAL PAYMENT AMOUNT:	
CL-070083	REDLANDS SEWING CENTER	Maintenance Agreements	\$357.35
		Maintenance Agreements	\$357.35
		** TOTAL PAYMENT AMOUNT:	
CL-070126	REVOLVING CASH FUND	Meal money for womens ten	\$104.00
		Meal money for womens ten	\$80.00
CL-070276	REVOLVING CASH FUND	Instructional Supplies	\$184.00
		** TOTAL PAYMENT AMOUNT:	
CL-070030	SAFETY-KLEEN SYSTEMS INC	ANNUAL OPEN PURCHASE ORDE	\$296.18
		ANNUAL OPEN PURCHASE ORDE	\$296.18
		** TOTAL PAYMENT AMOUNT:	
CL-070176	SARGENT-WELCH	Supplies	\$4,918.03
		Supplies	\$4,918.03
		** TOTAL PAYMENT AMOUNT:	
CL-070104	SIX TEN & ASSOCIATES	Contracted Services - Six	\$2,121.00
		Contracted Services - Six	\$2,121.00
		** TOTAL PAYMENT AMOUNT:	
CL-070286	SYPKENS, MARY F	mileage reimbursement for	\$255.55
		mileage reimbursement for	\$255.55
		** TOTAL PAYMENT AMOUNT:	
CL-070031	USAIRCONDITIONING DISTRIBUTOR	ANNUAL OPEN PURCHASE ORDE	\$10.55
		ANNUAL OPEN PURCHASE ORDE	\$107.19
CL-070031	USAIRCONDITIONING DISTRIBUTOR		\$26.98
CL-070031	USAIRCONDITIONING DISTRIBUTOR		\$38.56
		** TOTAL PAYMENT AMOUNT:	\$183.28

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

Board of Trustees Meeting 08/14/2007

REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 0003			
CL-070068	WILLINGHAM, LAEL C	travel expenses	\$163.58
CL-070068	WILLINGHAM, LAEL C	travel expenses	\$218.30
CL-070068	WILLINGHAM, LAEL C		\$109.59
		** TOTAL PAYMENT AMOUNT:	\$491.47
CL-070102	ZELLERS, LOUIS E	Gas Reimbursement for Dr.	\$49.70
CL-070102	ZELLERS, LOUIS E	Gas Reimbursement for Dr.	\$50.00
		** TOTAL PAYMENT AMOUNT:	\$99.70
		*** BATCH TOTAL AMOUNT:	\$18,412.70
BATCH: 0003A			
CL-070244	BEINSCHROTH, AJ	Well Water Credits	\$17,000.00
		Well Water Credits	\$17,000.00
		** TOTAL PAYMENT AMOUNT:	
CL-070248	PARSON SIGNS INC.	Marquee Controller	\$2,265.00
		Marquee Controller	\$2,265.00
		** TOTAL PAYMENT AMOUNT:	
		*** BATCH TOTAL AMOUNT:	\$19,265.00
BATCH: 0004			
CL-070046	STATER BROS. MARKETS	food supplies for CDC	\$304.58
CL-070046	STATER BROS. MARKETS	food supplies for CDC	\$169.91
		** TOTAL PAYMENT AMOUNT:	\$474.49
CL-070047	SYSKO FOOD SERVICES	food/supplies for CDC	\$1,337.45
		food/supplies for CDC	\$1,337.45
		** TOTAL PAYMENT AMOUNT:	
		*** BATCH TOTAL AMOUNT:	\$1,811.94

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

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Board of Trustees Meeting 08/14/2007

REF.	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 0005			
CL-070011	AIR-EX AIR CONDITIONING INC	HVAC/ATB Project. HVAC/ATB Project. ** TOTAL PAYMENT AMOUNT:	\$18,758.00 \$18,758.00
CL-070038	CASTON PLASTERING & DRYWALL	Plaster & Gypsum Board /A Plaster & Gypsum Board /A ** TOTAL PAYMENT AMOUNT:	\$5,140.00 \$5,140.00
CL-070092	ELIJAY ACOUSTICS. INC.	Acoustical Ceilings & Ins Acoustical Ceilings & Ins ** TOTAL PAYMENT AMOUNT:	\$9,238.50 \$9,238.50
CL-070012	PRO-CRAFT PLUMBING CO	Plumbing/ATB project. Plumbing/ATB project. ** TOTAL PAYMENT AMOUNT:	\$2,250.00 \$2,250.00
CL-070013	RDM ELECTRIC CO. INC	Electrical/ATB Project Electrical/ATB Project	\$41,744.34 \$4,638.26
** TOTAL PAYMENT AMOUNT: \$46,382.60			
CL-070006	UNITED AUTOMATIC SPRINKLERS I	Fire Sprinklers for the A Fire Sprinklers for the A ** TOTAL PAYMENT AMOUNT:	\$11,994.75 \$11,994.75
CL-070071	UNITED CONTRACTORS	Sheet Metal for the Advan Sheet Metal for the Advan	\$5,638.70 \$5,367.31
CL-070071	UNITED CONTRACTORS		
** TOTAL PAYMENT AMOUNT: \$11,006.01			
**** BATCH TOTAL AMOUNT: \$104,769.86			
BATCH: 0005A			
CL-070011	AIR-EX AIR CONDITIONING INC	HVAC/ATB Project. HVAC/ATB Project. ** TOTAL PAYMENT AMOUNT:	\$168,822.00 \$168,822.00
CL-070081	BELL ROOF CO. INC.	Roofing for the ATB proje Roofing for the ATB proje ** TOTAL PAYMENT AMOUNT:	\$208,439.28 \$208,439.28

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

Board of Trustees Meeting 08/14/2007

REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 0005A			
CL-070038	CASTON PLASTERING & DRYWALL	Plaster & Gypsum Board /A Plaster & Gypsum Board /A ** TOTAL PAYMENT AMOUNT:	\$46,260.00 \$46,260.00
CL-070010	KCB TOWERS INC	Structural Steel/ATB Proj Structural Steel/ATB Proj ** TOTAL PAYMENT AMOUNT:	\$59,189.58 \$59,189.58
CL-070071	UNITED CONTRACTORS	Sheet Metal for the Advan Sheet Metal for the Advan ** TOTAL PAYMENT AMOUNT:	\$50,748.25 \$50,748.25
**** BATCH TOTAL AMOUNT:			\$533,459.11
BATCH: 0006 BATCH IS VOIDED			
BATCH: 0006A			
CL-070183	PLATO LEARNING INC	Laptops for Literacy Proj Laptops for Literacy Proj ** TOTAL PAYMENT AMOUNT:	\$110,633.39 \$110,633.39
**** BATCH TOTAL AMOUNT:			\$110,633.39
BATCH: 0007			
CL-070184	SIGMANET	Cisco Academy Equipment	\$6,105.74
CL-070185	SIGMANET	Cisco Academy Equipment	\$389.10
CL-070186	SIGMANET	Cisco Academy Equipment	\$4,438.66
CL-070187	SIGMANET	Cisco Academy Equipment	\$258.60
CL-070188	SIGMANET	Cisco Academy Equipment	\$269.38
** TOTAL PAYMENT AMOUNT:			\$11,461.48
**** BATCH TOTAL AMOUNT:			\$11,461.48
BATCH: 0008			
CL-070055	AD CLUB ADVERTISING SERVICES	Recruitment advertising Recruitment advertising ** TOTAL PAYMENT AMOUNT:	\$1,192.84 \$1,192.84

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

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Board of Trustees Meeting 08/14/2007

REF.	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 0008			
CL-070018	AMERICAN FIRE SAFETY	Annual Open Purchase Orde	\$3,029.94
CL-070018	AMERICAN FIRE SAFETY	Annual Open Purchase Orde	\$1,848.23
		** TOTAL PAYMENT AMOUNT:	\$4,878.17
CL-070045	APPLE VALLEY STATIONERS	open po for postage machi	\$1,077.50
		open po for postage machi	\$1,077.50
		** TOTAL PAYMENT AMOUNT:	\$1,077.50
CL-070053	APRIA HEALTHCARE INC	oxygen supplies for RT	\$260.00
		oxygen supplies for RT	\$260.00
		** TOTAL PAYMENT AMOUNT:	\$260.00
CL-070084	ARROWHEAD	Instructional Supplies	\$144.27
		Instructional Supplies	\$144.27
		** TOTAL PAYMENT AMOUNT:	\$144.27
CL-070142	ASSESSMENT TECHNOLOGIES	PRELICENSURE EXAM (REDDY	\$30.00-
CL-070142	ASSESSMENT TECHNOLOGIES	PRELICENSURE EXAM (REDDY	\$1,127.50
CL-070147	ASSESSMENT TECHNOLOGIES	INSTRUCTIONAL SUPPLIES PR	\$90.00-
CL-070147	ASSESSMENT TECHNOLOGIES	INSTRUCTIONAL SUPPLIES PR	\$812.50
CL-070148	ASSESSMENT TECHNOLOGIES	INSTRUCTIONAL SUPPLIES -	\$75.00-
CL-070148	ASSESSMENT TECHNOLOGIES	INSTRUCTIONAL SUPPLIES -	\$90.00-
CL-070148	ASSESSMENT TECHNOLOGIES		\$1,487.50
CL-070149	ASSESSMENT TECHNOLOGIES	INSTRUCTIONAL SUPPLIES -	\$70.00-
CL-070149	ASSESSMENT TECHNOLOGIES	INSTRUCTIONAL SUPPLIES -	\$1,277.50
CL-070151	ASSESSMENT TECHNOLOGIES	INSTRUCTIONAL SUPPLIES (P	\$1,337.50
		INSTRUCTIONAL SUPPLIES (P	\$5,687.50
		** TOTAL PAYMENT AMOUNT:	
CL-070072	CA SCHOOL OF NOTARY PUBLIC	Community Service/CSNP -	\$160.00
		Community Service/CSNP -	\$160.00
		** TOTAL PAYMENT AMOUNT:	

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

Board of Trustees Meeting 08/14/2007

REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 0008			
CL-070049	CA TOOL & WELDING SUPPLY	Instructional Supplies Instructional Supplies ** TOTAL PAYMENT AMOUNT:	\$474.94 \$474.94
CL-070217	CALDWELL, SHEREE	Travel expense for Sheree Travel expense for Sheree ** TOTAL PAYMENT AMOUNT:	\$82.65 \$82.65
CL-070226	COLLEGE BOARD, THE	Assessment-Placement Test Assessment-Placement Test ** TOTAL PAYMENT AMOUNT:	\$14,999.60 \$14,999.60
CL-070021	CONSOLIDATED ELECTRICAL	ANNUAL OPEN PURCHASE ORDE ANNUAL OPEN PURCHASE ORDE	\$28.06
CL-070021	CONSOLIDATED ELECTRICAL		\$161.63
CL-070021	CONSOLIDATED ELECTRICAL		\$284.46
		** TOTAL PAYMENT AMOUNT:	\$474.15
CL-070097	DEPT OF FORESTRY & FIRE PROTE	INSTRUCTIONAL SUPPLIES INSTRUCTIONAL SUPPLIES	\$687.30
CL-070097	DEPT OF FORESTRY & FIRE PROTE		\$158.00
		** TOTAL PAYMENT AMOUNT:	\$845.30
CL-070022	DEWEY PEST CONTROL	ANNUAL OPEN PURCHASE ORDE ANNUAL OPEN PURCHASE ORDE ** TOTAL PAYMENT AMOUNT:	\$350.00 \$350.00
CL-070277	FACULTY MEDICAL GROUP	Physician services Physician services ** TOTAL PAYMENT AMOUNT:	\$135.00 \$135.00
CL-070137	FARMERS INSURANCE	Employer Reimb/Farmer's I Employer Reimb/Farmer's I ** TOTAL PAYMENT AMOUNT:	\$60.00 \$60.00
CL-070264	GANSKEY, AARON	agreement-Bridge Wkshp-A agreement-Bridge Wkshp-A ** TOTAL PAYMENT AMOUNT:	\$800.00 \$800.00

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

Board of Trustees Meeting ... 08/14/2007

REF.	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 0008			
CL-070263	GEORGE, GALE	agreement-Bridge Wkshp-G	\$1,200.00
		agreement-Bridge Wkshp-G	\$1,200.00
		** TOTAL PAYMENT AMOUNT:	
CL-070043	GOLD STAR EQUIPMENT RENTALS	ANNUAL OPEN PURCHASE ORDE	\$209.76
		ANNUAL OPEN PURCHASE ORDE	\$209.76
		** TOTAL PAYMENT AMOUNT:	
CL-070208	HACH COMPANY	Supplies/Equip	\$46.87
CL-070208	HACH COMPANY	Supplies/Equip	\$96.33
CL-070208	HACH COMPANY		\$9.37
CL-070208	HACH COMPANY		\$18.75
CL-070208	HACH COMPANY		\$502.12
		** TOTAL PAYMENT AMOUNT:	\$673.44
CL-070270	HARROWER, JAYNE	agreement-Bridge Wkshp -	\$800.00
		agreement-Bridge Wkshp -	\$800.00
		** TOTAL PAYMENT AMOUNT:	
CL-070269	HENRY, JILL	agreement-Bridge Wkshp -	\$1,200.00
		agreement-Bridge Wkshp -	\$1,200.00
		** TOTAL PAYMENT AMOUNT:	
CL-070235	HIGH SCOPE EDUCATION	instructional supplies	\$537.15
CL-070235	HIGH SCOPE EDUCATION	instructional supplies	\$19.10
		** TOTAL PAYMENT AMOUNT:	\$556.25
CL-070261	HILL, CANDICE B	Agreement-Bridge Wkshp-C	\$1,200.00
		Agreement-Bridge Wkshp-C	\$1,200.00
		** TOTAL PAYMENT AMOUNT:	
CL-070262	HUFFINE, MATT	agreement-Bridge Wkshp-M	\$800.00
		agreement-Bridge Wkshp-M	\$800.00
		** TOTAL PAYMENT AMOUNT:	

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

Board of Trustees Meeting 08/14/2007

REF. NUMBER	VENDOR NAME	DESCRIPTION	AMOUNT
BATCH: 0008			
CL-070063	JOHN'S TIRE MAN	Patrol vehicle tires.	\$330.11
CL-070063	JOHN'S TIRE MAN	Patrol vehicle tires.	\$368.90
CL-070063	JOHN'S TIRE MAN		\$161.15
** TOTAL PAYMENT AMOUNT:			\$860.16
CL-070124	JOURNEY EDUCATION MARKETING	Instructional Supplies fo	\$107.73
		Instructional Supplies fo	\$107.73
** TOTAL PAYMENT AMOUNT:			\$20.46
CL-070076	KRAGEN AUTO PARTS	open PO for Lab Supplies	\$3.06
CL-070076	KRAGEN AUTO PARTS	open PO for Lab Supplies	\$23.52
** TOTAL PAYMENT AMOUNT:			\$3,750.00
CL-070220	LEWIS CTR FOR EDUC RESEARCH	agreement	\$3,750.00
CL-070220	LEWIS CTR FOR EDUC RESEARCH	agreement	\$7,500.00
** TOTAL PAYMENT AMOUNT:			\$77.38
CL-070105	LOWES	Instructional supplies.	\$398.68
CL-070105	LOWES	Instructional supplies.	\$982.16
CL-070105	LOWES		\$1,458.22
** TOTAL PAYMENT AMOUNT:			\$48,211.00
*** BATCH TOTAL AMOUNT:			
BATCH: 0008A			
CL-070172	KLOPFENSTEIN ART EQUIPMENT	Instructional equipment f	\$1,578.78
CL-070173	KLOPFENSTEIN ART EQUIPMENT	Instructional equipment f	\$2,844.22
CL-070173	KLOPFENSTEIN ART EQUIPMENT	Instructional equipment f	\$810.00
** TOTAL PAYMENT AMOUNT:			\$5,233.00

Victor Valley Comm. College
BOARD OF TRUSTEES PAYMENT REPORT

Board of Trustees Meeting 08/14/2007

REF.	VENDOR NAME	DESCRIPTION	AMOUNT
		**** BATCH TOTAL AMOUNT:	\$5,233.00

TOTAL NUMBER OF PAYMENTS: 87 **** GRAND TOTAL AMOUNT: \$1,610,231.48

The above Payable transactions have been issued in accordance with the District's policies and procedures. It is recommended that the Board of Trustees approve them.

Authorized Agent _____

ADMINISTRATIVE SERVICES

AUGUST 14, 2007

TOPIC: AMEND AGREEMENT – CHEVRON ENERGY SOLUTIONS

The district wishes to amend its Energy Service Contract agreement with Chevron Energy Solutions, L.P. for the implementation of certain energy related improvements to District Facilities in accordance with California Government Code Section 4217.10 to 4217.18, originally board approved on August 8, 2006. This amendment changes the contract language to delete the last sentence of Section 1.3 "Project Schedule/Notice to Proceed" and to substitute it with the contract language noted on Amendment No. 1. The purpose of changing the contract language is to enable Chevron Energy Solutions to proceed with procurement of the wind turbine at no risk to the District. Should the scope of work be terminated for any reason, the District would be 100% reimbursed by Chevron Energy Solutions for any and all cost incurred.

Fiscal Impact: No Fiscal Impact.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amended agreement as submitted.

REFERENCE FOR AGENDA: YES


General Counsel Approval: YES ___ NO ___ NOT APPLICABLE ___

I recommend the Board of Trustees approve this item


Vice President, Administrative Services

Date 7/24/07

I recommend the Board of Trustees approve this item


Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____



Chevron Energy Solutions Company,
a division of Chevron U.S.A. Inc.
Chevron ES Project #: DWCES-30337 -
Chevron ES Contract # CU0766

Amendment No. 1

Customer Contract Title: Energy Services Contract	Customer Contract No. CU0766
Customer Contract Effective Date: August 8, 2006	Amendment Effective Date: August 14, 2007

Customer Name:	Victor Valley College
Customer Address:	18422 Bear Valley Road, Victorville, CA 92392
Contact:	Attention: Bruce Barron
Job Location:	Victorville, CA

Amendments to the Contract are as follows:

1. The last sentence of Section 1.3 "Project Schedule/Notice to Proceed" is deleted in its entirety, and in its place is substituted the following:

The NTP for the Wind Scope shall be issued upon confirmation of the escrowing of funds for the wind turbine scope of the Project. Notwithstanding the foregoing, if Chevron ES is unable to procure the necessary permits for the wind turbine scope as anticipated, Chevron ES shall terminate the wind turbine scope at its sole discretion and shall incur no penalty for said termination. Thirty days after written notice to the Customer of the termination of said scope of work, Chevron ES shall refund to the Customer all payments, penalties, and interest incurred through financing related to this scope of work.

The changes within are hereby authorized, subject to the terms and conditions of that certain Customer Contract referenced above by and between **Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc.** and **Customer**. All other terms and conditions of the certain Customer Contract referenced above shall remain unchanged.

VICTOR VALLEY COMMUNITY COLLEGE

By: _____
Print Name: _____
Title: _____

CHEVRON ENERGY SOLUTIONS COMPANY, a division of Chevron U.S.A. Inc.

By: _____
Print Name: _____
Title: _____

RETURN EXECUTED COPY TO: Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc., 345 California Street,
18th Floor, San Francisco, CA 94104, Attn.: Contract Administrator



Energy Services Contract
Victor Valley College and Chevron Energy Solutions Company
Chevron ES Project #: DWCES-30337 - ____
Chevron ES Contract # CU ____

ENERGY SERVICES CONTRACT

"Customer": Victor Valley College Customer Address: 18422 Bear Valley Road
Victorville, CA 92392

Contract Effective Date: August 8, 2006

Date of Energy Audit Agreement between Customer and Chevron ES: October 11, 2005 "Contract Amount" (refer to Attachment F):
\$ 10,319,577

"Energy Savings Term": 20 Yrs. 0 Mo., plus the First Year's "Annual Guarantee Fee": \$10,000
Construction Period.

Aggregate "Guaranteed Savings" throughout Energy Savings Term (Itemized in Attachment I): _____ Estimated Construction Period: 1 Yrs. 2 Mo

Name of Lessor of Equipment (If Arranged by Chevron ES): Citimortgage, Inc.

This Energy Services Contract ("Contract") is made and entered into as of the Contract Effective Date by and between **Chevron Energy Solutions Company, a Division of Chevron U.S.A., Inc., ("Chevron ES")**, a Pennsylvania corporation, having its principal offices at 345 California Street, 18th Floor, San Francisco, CA 94104, and the Customer identified above, for the purposes of providing comprehensive energy services. "Chevron ES" and the "Customer" may singularly be identified as "Party" and collectively as "Parties." The attachments listed below as being attached are attached hereto and fully incorporated herein.

ATTACHMENTS TO CONTRACT

Attachment	Title	Attached	Not Applicable/ Not Attached
A	General Terms and Conditions	Attached	
B	Design/Build Terms and Conditions	Attached	
C	Customer's Facilities and Existing Equipment	Attached	
D	Scope of Work	Attached	
E	Project Schedule	Attached	
F	Progress Payment Schedule	Attached	
G	Standards of Occupancy & Control	Attached	
H	Energy Management and Guarantee Services	Attached	
I	Guaranteed Savings	Attached	
J	Additional On-Going Scope of Work		Not Applicable
K	Financial Proforma	Attached	
L	UtilityVision® Connectivity Requirements	Attached	

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date first above written.

CHEVRON ES:
Chevron Energy Solutions Company, a Division of
Chevron U.S.A., Inc.

By: [Signature]
Print Name: W.E. Brackenbury
Title: Operations Director

Per Resolution adopted by the Customer Board of Trustees on August 8, 2006.

CUSTOMER:
Victor Valley Community College

By: [Signature]
Print Name: Bruce Baron
Title: Vice President, Administration

APPROVED AS TO FORM

Esq.

**ATTACHMENT A
GENERAL TERMS AND CONDITIONS**

CONTRACT RECITALS

WHEREAS, Customer owns and/or operates certain public facilities specifically described in Attachment C attached hereto and incorporated herein ("Facilities") and Customer wishes to reduce its Facilities' energy consumption and costs and improve the Facilities' energy quality/reliability by contracting to procure comprehensive energy management strategy expertise to achieve long term benefits and flexibility in managing the Customer's power and energy needs and to implement certain new and upgraded energy system related equipment and materials; and

WHEREAS, Chevron ES is a full-service energy services company with the technical capabilities to provide services to the Customer including, but not limited to, energy auditing, engineering, procurement, construction management, installation, construction, financing, training, monitoring and verification, and maintenance and operation (collectively, "Services"); and

WHEREAS, the Customer executed an Energy Audit Agreement with Chevron ES to perform a comprehensive energy analysis and present the Customer with a detailed Comprehensive Energy Analysis ("CEA") Report and recommended energy plan to implement certain Energy Conservation Measures ("ECM's"). The CEA Report identified potential energy and operational savings opportunities at the identified Customer's Facilities and identified estimated program costs to implement the recommended ECM's and presented an overall potential energy cost and consumption savings of implementing the ECM recommendations; and

WHEREAS, Customer Staff accepted Chevron ES' CEA Report and recommended ECM's and has determined that the anticipated cost to Customer to implement the recommended ECM's will be less than the anticipated cost to the Customer for thermal, electrical, and other energy and other operational and maintenance savings that would have been consumed by Customer without the implementation of the recommended ECM's in compliance with California Government Code Section 4217.10 through 4217.18; and

WHEREAS, pursuant to Section 4217.12 of the California Government Code, the Board of Trustees held a public hearing at a regularly scheduled public hearing on August 8, 2006, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, based upon the foregoing findings and public hearing, the Board of Trustees has determined that entering into an energy services contract to implement the ECM recommendations is in the best interests of the Customer and pursuant to California Government Code Section 4217.10 et seq. allows the Customer to enter into this Energy Services Contract with Chevron ES to implement the measures recommended in the ECM's; and

Whereas, the Board of Trustees, by adoption of Resolution at its meeting of August 8, 2006, approved this Energy Services Contract by and between Chevron ES and the Customer and authorized the Board of Victor Valley College to execute this Energy Services Contract on behalf of the Customer.

NOW, THEREFORE, the Customer and Chevron ES hereby agree as follows:

SECTION 1. PERFORMANCE OF THE WORK

Section 1.1. **Performance of Work / Additional Terms and Conditions Governing Construction.** All the Work to be performed hereunder, including engineering, equipment and material procurement, installation, construction, and measurement & verification provided by Chevron ES, will be provided in accordance per the terms of this Contract, its attachments, and the terms of Attachment B, "Design/Build Terms and Conditions", attached hereto and incorporated herein.

Section 1.2 **Scope of Work.** The Scope of Work to be provided hereunder, including all engineering, equipment and material procurement, and installation and construction, is more fully described in the Scope of Work attached hereto as Attachment D, "Scope of Work".

Section 1.3 **Project Schedule/ Notice to Proceed.** The preliminary project schedule is presented in Attachment E, "Project Schedule" which is attached hereto and incorporated herein ("Project Schedule"). Customer will issue to Chevron ES a written Notice to Proceed ("Notice to Proceed" or "NTP") upon confirmation of the escrowing of construction funds. Chevron ES shall begin Work within thirty (30) calendar days of Chevron ES' receipt of the Notice to Proceed. Notwithstanding the foregoing, said NTP shall not apply to the wind turbine scope of work ("Wind Scope"), as more fully described in "Attachment D – ECM-WT1". The NTP for the Wind Scope shall be issued upon confirmation that the conditions precedent set forth in the Wind Scope have been met and that the additional funds required for this Scope of Work have been escrowed.

Section 1.4 **Additional Work.** During the Contract Term, the Parties hereto may mutually agree to add additional Work and/or Projects to the Scope of Work by a written Change Order, executed by both Parties; and such work shall be performed in accordance with the terms and conditions of this Contract, as amended. Such Change Order work shall comply with the requirements of California Government Code Section 4217.10 through 4217.18 wherein the cost to implement the additional work shall be less than the anticipated cost to the Customer for thermal, electrical, and other energy and other operational and maintenance savings that would have been consumed by Customer without the implementation of the additional work and such additional work and Change Order must be approved by the Customer at a regularly scheduled public hearing, of which two weeks advance public notice was given regarding proposed Change Order and its subject matter.



Chevron Energy Solutions Company,
a division of Chevron U.S.A. Inc.
Chevron ES Project #: DWCES-30337 - ____
Chevron ES Contract # CU0766

Amendment No. 1

Customer Contract Title: Energy Services Contract	Customer Contract No. CU0766
Customer Contract Effective Date: August 8, 2006	Amendment Effective Date: August 14, 2007

Customer Name:	Victor Valley College
Customer Address:	18422 Bear Valley Road, Victorville, CA 92392
Contact:	Attention: Bruce Barron
Job Location:	Victorville, CA

Amendments to the Contract are as follows:

1. The last sentence of Section 1.3 "Project Schedule/Notice to Proceed" is deleted in its entirety, and in its place is substituted the following:

The NTP for the Wind Scope shall be issued upon confirmation of the escrowing of funds for the wind turbine scope of the Project. Notwithstanding the foregoing, if Chevron ES is unable to procure the necessary permits for the wind turbine scope as anticipated, Chevron ES shall terminate the wind turbine scope at its sole discretion and shall incur no penalty for said termination. Thirty days after written notice to the Customer of the termination of said scope of work, Chevron ES shall refund to the Customer all payments, penalties, and interest incurred through financing related to this scope of work.

The changes within are hereby authorized, subject to the terms and conditions of that certain Customer Contract referenced above by and between **Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc.** and **Customer**. All other terms and conditions of the certain Customer Contract referenced above shall remain unchanged.

VICTOR VALLEY COMMUNITY COLLEGE

**CHEVRON ENERGY SOLUTIONS COMPANY, a division of
Chevron U.S.A. Inc.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

RETURN EXECUTED COPY TO: Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc., 345 California Street,
18th Floor, San Francisco, CA 94104, Attn.: Contract Administrator

STUDENT SERVICES

AUGUST 14, 2007

TOPIC: CAREER PATHWAYS GRANT - AWARD NOTIFICATION

TO THE BOARD OF TRUSTEES:

After a competitive grant process, the California Community Colleges Economic and Workforce Division awarded Victor Valley College \$150,000 in grant funds to be used over two years to develop and provide career exploration and development services to 7th and 8th grade students at partner schools: Quail Valley Middle School, Oro Grande School District, Columbia Middle School, Academy for Academic Excellence, and Vanguard Middle School.

Fiscal Impact: Approximately \$150,000 to the District over 2 years.

RECOMMENDATION:

It is recommended the Board of Trustees accept the Career Pathways Grant award.

REFERENCE FOR AGENDA: YES

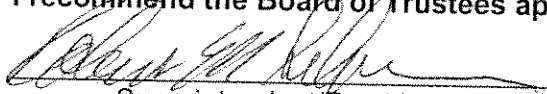
General Counsel Approval: YES ___ NO ___ NOT APPLICABLE X

I recommend the Board of Trustees approve this item


Interim Vice President, Student Services

Date 7-23-07

I recommend the Board of Trustees approve this item


Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

**THIS FORM MAY BE REPLICATED
BUT UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

Chancellor's Office
California Community Colleges

District: Victor Valley Community College District
College: Victor Valley Community College
RFA Specification Number: 06-0081

Grant Agreement

TO BE COMPLETED BY COCCC

**Career Technical Education/Economic and
Workforce Development Pathways**

Grant Agreement No.: 06-081-023 Date: _____

**Career Exploration and Development for 7th
and 8th Graders**

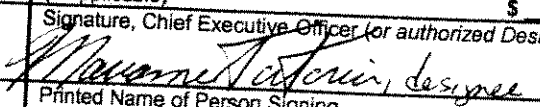
Total Amount to be Encumbered: \$150,000

This grant is made and entered into, by and between, the Chancellor's Office of the California Community Colleges, and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of the RFA Specification; this Grant Agreement face sheet, the Grantee's application, with all required forms; and the Grant Agreement Legal Terms and Conditions, (Articles I, Rev. 1/06 and II, Rev. 1/04), as set forth in the RFA Instructions. All of these items are incorporated into this grant by reference.

The total amount payable for this grant under each performance/funding period shall not exceed the amounts shown above as "Amount Encumbered"; and the total amount payable under this agreement shall not exceed the amount shown above as "Total Amount to be Encumbered."

The term of this grant shall be from **May 10, 2007**, to and including **June 30, 2009**. All performance under must be completed by **April 30, 2009**, except for the submission of any final reports that may be required by Article I of the Grant Agreement.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

STATE OF CALIFORNIA				GRANTEE	
Item	Chapter	Statute	Fiscal Year	Project Director	
6870-101-0001(20)	47	2006	2006-07	Victoria Hinds	
Object of Expenditure (Code and Title)				Grant Funds Requested	
0233-751-27010				\$ 150,000	
Signature, Accounting Officer (or authorized Designee)				Matching Funds	
				(If applicable) \$ 25,000 (If applicable) \$ 30,000 (If applicable) \$	
Project Monitor				Signature, Chief Executive Officer (or authorized Designee) Date	
Geraldine Douglas				 6-28-07	
Agency				Printed Name of Person Signing	
Chancellor's Office California Community Colleges 1102 Q Street				Dr. Louis Zellars	
				Title	
				Interim Superintendent/President	
				Victor Valley Community College District	
				18422 Bear Valley Road	
				Victorville, CA 92395	
Signature, Executive Vice Chancellor (or authorized Designee) Date					
Printed Name of Person Signing					
Steve Bruckman, Executive Vice Chancellor					

STUDENT SERVICES

AUGUST 14, 2007

TOPIC: UPWARD BOUND GRANT - AWARD NOTIFICATION

TO THE BOARD OF TRUSTEES:

Upward Bound is a highly competitive grant process that occurs only every four years at the national level. The U.S. Department of Education awarded Victor Valley College one million dollars (\$250,000 yearly for 4 years - renewable every four years with 8% going directly to VVC for administrative costs). It targets a small cohort of potential first-generation college students and assists them beginning in the 9th grade. It is intended to encourage them to graduate from high school and complete their A-G requirements for acceptance into college, and pursue postsecondary education.

Fiscal Impact: Approximately \$250,000 annually to the District for 4 years .

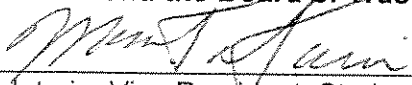
RECOMMENDATION:

It is recommended the Board of Trustees accept the Upward Bound Grant award.

REFERENCE FOR AGENDA: YES

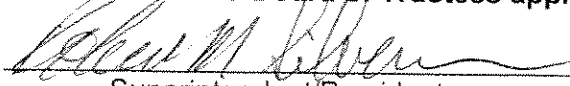
General Counsel Approval: YES ___ NO ___ NOT APPLICABLE X ___

I recommend the Board of Trustees approve this item


Interim Vice President, Student Services

Date 7-23-07

I recommend the Board of Trustees approve this item


Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____



U.S. Department of Education
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME: Victor Valley College 18422 Bear Valley Rd Victorville, CA 92395 - 5850	5	AWARD INFORMATION PR/AWARD NUMBER P047A071186 ACTION NUMBER 01 ACTION TYPE New AWARD TYPE Discretionary																				
2	PROJECT TITLE 84.047A Victor Valley College High-Desert Regular Upward Bound Project	6	AWARD PERIODS BUDGET PERIOD 09/01/2007 - 08/31/2008 PERFORMANCE PERIOD 09/01/2007 - 08/31/2011 FUTURE BUDGET PERIODS <table border="1"><thead><tr><th>BUDGET PERIOD</th><th>DATE</th><th>AMOUNT</th></tr></thead><tbody><tr><td>02</td><td>09/01/2008 - 08/31/2009</td><td>\$250,000.00</td></tr><tr><td>03</td><td>09/01/2009 - 08/31/2010</td><td>\$250,000.00</td></tr><tr><td>04</td><td>09/01/2010 - 08/31/2011</td><td>\$250,000.00</td></tr></tbody></table>	BUDGET PERIOD	DATE	AMOUNT	02	09/01/2008 - 08/31/2009	\$250,000.00	03	09/01/2009 - 08/31/2010	\$250,000.00	04	09/01/2010 - 08/31/2011	\$250,000.00								
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04	09/01/2010 - 08/31/2011	\$250,000.00																					
3	PROJECT STAFF RECIPIENT PROJECT DIRECTOR Janet Long (760) 245 - 4271 EDUCATION PROGRAM CONTACT Gaby L. Watts (202) 502 - 7545 EDUCATION PAYMENT CONTACT GAPS PAYEE HOTLINE (888) 336 - 8930	7	AUTHORIZED FUNDING <table border="1"><tbody><tr><td>THIS ACTION</td><td>\$250,000.00</td></tr><tr><td>BUDGET PERIOD</td><td>\$250,000.00</td></tr><tr><td>PERFORMANCE PERIOD</td><td>\$250,000.00</td></tr><tr><td>RECIPIENT COST-SHARE</td><td>79.60%</td></tr><tr><td>RECIPIENT NON-FEDERAL AMOUNT</td><td>\$199,000.00</td></tr></tbody></table>	THIS ACTION	\$250,000.00	BUDGET PERIOD	\$250,000.00	PERFORMANCE PERIOD	\$250,000.00	RECIPIENT COST-SHARE	79.60%	RECIPIENT NON-FEDERAL AMOUNT	\$199,000.00										
THIS ACTION	\$250,000.00																						
BUDGET PERIOD	\$250,000.00																						
PERFORMANCE PERIOD	\$250,000.00																						
RECIPIENT COST-SHARE	79.60%																						
RECIPIENT NON-FEDERAL AMOUNT	\$199,000.00																						
KEY PERSONNEL <table border="1"><thead><tr><th>NAME</th><th>TITLE</th><th>LEVEL OF EFFORT</th></tr></thead><tbody><tr><td>Janet Long</td><td>Project Director</td><td>100%</td></tr></tbody></table>		NAME	TITLE	LEVEL OF EFFORT	Janet Long	Project Director	100%	8	ADMINISTRATIVE INFORMATION DUNS/SSN 073583577 REGULATIONS CFR PART 645 EDGAR AS APPLICABLE ATTACHMENTS A, B OPE-3, C, E1, E2, E3, F, S														
NAME	TITLE	LEVEL OF EFFORT																					
Janet Long	Project Director	100%																					
9	LEGISLATIVE AND FISCAL DATA AUTHORITY: PL 102-325 HIGHER EDUCATION ACT OF 1965, P.L. 102-325, AMENDED PROGRAM TITLE: TRIO - UPWARD BOUND CFDA/SUBPROGRAM NO: 84.047A <table border="1"><thead><tr><th>FUND CODE</th><th>FUNDING YEAR</th><th>AWARD YEAR</th><th>ORG. CODE</th><th>CATEGORY</th><th>LIMITATION</th><th>ACTIVITY</th><th>CFDA</th><th>OBJECT CLASS</th><th>AMOUNT</th></tr></thead><tbody><tr><td>0201A</td><td>2007</td><td>2007</td><td>EP000000</td><td>B</td><td>J07</td><td>000</td><td>047</td><td>41010</td><td>\$250,000.00</td></tr></tbody></table>			FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT	0201A	2007	2007	EP000000	B	J07	000	047	41010	\$250,000.00
FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT														
0201A	2007	2007	EP000000	B	J07	000	047	41010	\$250,000.00														



U.S. Department of Education
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

PR/AWARD NUMBER: P047A071186

RECIPIENT NAME: Victor Valley College

TERMS AND CONDITIONS

- (1) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT: (1) THE RECIPIENT'S APPLICATION (BLOCK 2), (2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS (BLOCK 8), AND (3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS (BLOCK 8).

THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE DEPARTMENT OF EDUCATION WILL CONSIDER CONTINUED FUNDING IF: (1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM, (2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT, (3) THE RECIPIENT HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE OBJECTIVES IN ITS APPROVED APPLICATION, AND (4) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118 AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY.

IN ACCORDANCE WITH 34 CFR 74.25(c)(2), OR 34 CFR 80.30(d)(3) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 4 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.

Gerardine G. Smith 5/25/07

AUTHORIZING OFFICIAL

DATE

ADMINISTRATIVE SERVICES

AUGUST 14, 2007

TOPIC: REQUIREMENT TO SUPPORT CELL PHONES FOR STAFF

The Internal Revenue Service (IRS) has issued strict guidelines for the use of employer-issued cell phones. As we reviewed those guidelines and the additional monthly cost of the required bookkeeping, it was determined that the college would dramatically scale-back it's use of college-issued cell phones to only those employees that have around-the-clock need for communications due to their work role and their responsibility for maintaining safety or essential business systems. We are requesting that these individuals receive a monthly stipend to offset the cost of their personal cell phones for business use so that we are not spending college resources to reconcile personal vs. business calls and processing reimbursements. The individual stipend of \$50.00 per month was determined to be an appropriate amount based on the average cost of cellular phone plans that include email integration. The individuals who have initially been determined to require the stipend are:

Ken Blaney - Director of Computing and Information Systems
 Jon Booth - Director of Technical Services
 Steve Garcia - Director of Facilities Construction
 Brian Hatchell - Network Manager
 Christopher Hylton - Director of Maintenance and Operations
 Jack Thomas - Chief of Police
 Bob Richey - Coordinator, Communications Systems

Others may be added as we continue to review roles and responsibilities. As part of this review, the college will be eliminating cell phone support for forty-seven (47) other employee cell phones.

Fiscal Impact: The cost of the stipends is \$ \$3,600.00 annually from the general fund. However, by eliminating the other college-issued cell phone plans we will realize a net savings of approximately \$25,000.00

RECOMMENDATION:

It is recommended that the Board of Trustees approve the stipend in the amount of \$50.00 per month for the employees listed above.

REFERENCE FOR AGENDA: NO


General Counsel Approval: YES ___ NO X NOT APPLICABLE ___

I recommend the Board of Trustees approve this item


 Vice President, Administrative Services

Date 8/7/07

I recommend the Board of Trustees approve this item


 Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

ADMINISTRATIVE SERVICES

AUGUST 14, 2007

TOPIC: RECALCULATION OF GANN APPROPRIATION LIMIT

Pursuant to Government Code Section 7908, all districts must recalculate their annual appropriations limit. The appropriation limit is adjusted annually through percentage changes in prices and adult population.

Explanation of Gann Spending Limit:

The Gann spending limit places a cap on the amount of local government spending that may be financed from proceeds of taxes. The limit is adjusted annually by a combined growth factor, which takes into account both inflation and population growth.

For Fiscal Year 2007-08, the district's Gann Limit is \$83,280,317. This amount is \$41,391,197 above the amount the district plans to spend in Fiscal Year 2007-08 that is financed from proceeds of taxes or 41,889,120.

Fiscal Impact: None

RECOMMENDATION:

It is recommended the Board of Trustees approve the Gann appropriation limit for 2007-2008 in the amount of \$83,280,317.

REFERENCE FOR AGENDA: YES


General Counsel Approval: YES ___ NO ___ NOT APPLICABLE ___ X ___

I recommend the Board of Trustees approve this item


Vice President, Administrative Services

Date 8/2/07

I recommend the Board of Trustees approve this item


Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
2007-2008

DISTRICT NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

DATE: 7/23/07

I. 2007-2008 APPROPRIATIONS LIMIT:

A. 2006-2007 Appropriations Limit \$80,560,747

B. Price factor for 2007-08: 1.0442

C. Population factor:

1. 2005/2006 Second Period Actual FTES	<u>9,049</u>
2. 2006/2007 Second Period Actual FTES	<u>9,047</u>
3. 2005/2006 Population change factor	<u>.99</u>
(line C.2. divided by line C.1.)	

D. 2006-2007 Limit adjusted by inflation and population factors
(line A multiplied by line B and line C.3.) \$83,280,317

E. Adjustments to increase limit:

1. Transfers in of financial responsibility	<u>\$0</u>
2. Temporary voter approved increases	<u>0</u>
3. Total adjustments - increase	<u>0</u>

Sub-Total 0

F. Adjustments to decrease limit:

1. Transfers out of financial responsibility	<u>0</u>
2. Lapses of voter approved increases	<u>0</u>
3. Total adjustments - decrease	<u>0</u>

< 0 >

G. 2007-2008 Appropriations Limit \$83,280,317

II. 2007-2008 APPROPRIATIONS SUBJECT TO LIMIT:

A. State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence) \$33,000,000

B. State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.) 152,717

C. Local Property taxes 8,686,403

D. Estimated excess Debt Service taxes 0

E. Estimated Parcel taxes, Square Foot taxes, etc. 0

F. Interest on proceeds of taxes 50,000

G. Local appropriations from taxes for unreimbursed State, court, and federal mandates < 0 >

H. 2007-2008 Appropriations Subject to Limit \$41,889,120

ADMINISTRATIVE SERVICES

AUGUST 14, 2007

TOPIC: AMEND AGREEMENT – CHEVRON ENERGY SOLUTIONS

The district wishes to amend its Energy Service Contract agreement with Chevron Energy Solutions, L.P. for the implementation of certain energy related improvements to District Facilities in accordance with California Government Code Section 4217.10 to 4217.18, originally board approved on August 8, 2006. This amendment changes the contract language to delete the last sentence of Section 1.3 "Project Schedule/Notice to Proceed" and to substitute it with the contract language noted on Amendment No. 1. The purpose of changing the contract language is to enable Chevron Energy Solutions to proceed with procurement of the wind turbine at no risk to the District. The District will be 100% reimbursed by Chevron Energy Solutions, excluding any financing charges should this project not proceed for any reason.

Fiscal Impact: No Fiscal Impact.


RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Chevron Energy Solutions, L.P. as submitted.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NO ___ NOT APPLICABLE X

I recommend the Board of Trustees approve this item


Vice President, Administrative Services

Date 8/8/07

I recommend the Board of Trustees approve this item


Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____



Chevron Energy Solutions Company,
a division of Chevron U.S.A. Inc.
Chevron ES Project #: DWCES-30337 - ____
Chevron ES Contract # CU0766

Amendment No. 1

Customer Contract Title: Energy Services Contract	Customer Contract No. CU0766
Customer Contract Effective Date: August 8, 2006	Amendment Effective Date: August 14, 2007

Customer Name:	Victor Valley College
Customer Address:	18422 Bear Valley Road, Victorville, CA 92392
Contact:	Attention: Bruce Barron
Job Location:	Victorville, CA

Amendments to the Contract are as follows:

1. The last sentence of Section 1.3 "Project Schedule/Notice to Proceed" is deleted in its entirety, and in its place is substituted the following:

The NTP for the Wind Scope shall be issued upon confirmation of the escrowing of funds for the wind turbine scope of the Project. No funds shall be authorized by the Customer for disbursement from the escrow account until the necessary permits have been obtained. Notwithstanding the foregoing, if Chevron ES is unable to procure the necessary permits for the wind turbine scope as anticipated, Chevron ES shall terminate the wind turbine scope at its sole discretion and shall incur no penalty for said termination. Thirty days after written notice to the Customer of the termination of said scope of work, Chevron ES shall reimburse to the Customer any net penalties and interest incurred through prepaying the financing related to this scope of work.

2. The Customer and Chevron ES agree to add the following to the Contract:

Section 1.5 Liquidated Damages to Customer

1.5.1 Customer's Right to Liquidated Damages. The Customer and Chevron ES acknowledge and agree that if Chevron ES fails to Substantially Complete the Work of a Project within the Contract Time for such Project, the Customer will suffer as a result of Chevron ES' failure substantial losses which are both extremely difficult and impracticable to ascertain.

1.5.2 Daily Amount. If Chevron ES fails to achieve Substantial Completion within eighteen (18) months of the financing escrow being funded, Chevron ES shall pay the Customer as liquidated damages the sum of two hundred and twenty five (\$225) dollars per day. Liquidated damages shall be due and payable no earlier than the date that payment is due for Chevron ES' final Progress Payment following Substantial Completion of the Project.

The changes within are hereby authorized, subject to the terms and conditions of that certain Customer Contract referenced above by and between **Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc.** and **Customer**. All other terms and conditions of the certain Customer Contract referenced above shall remain unchanged.

VICTOR VALLEY COMMUNITY COLLEGE

**CHEVRON ENERGY SOLUTIONS COMPANY, a division of
Chevron U.S.A. Inc.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

RETURN EXECUTED COPY TO: Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc., 345 California Street, 18th Floor, San Francisco, CA 94104, Attn.: Contract Administrator



Energy Services Contract
Victor Valley College and Chevron Energy Solutions Company
Chevron ES Project #: DWCES-30337 -
Chevron ES Contract # CU

ENERGY SERVICES CONTRACT

"Customer": Victor Valley College Customer Address: 18422 Bear Valley Road
Victorville, CA 92392

Contract Effective Date: August 8, 2006

Date of Energy Audit Agreement between Customer and Chevron ES: October 11, 2005 "Contract Amount" (refer to Attachment F):
\$ 10,319,577

"Energy Savings Term": 20 Yrs. 0 Mo., plus the Construction Period. First Year's "Annual Guarantee Fee": \$10,000

Aggregate "Guaranteed Savings" throughout Energy Savings Term (Itemized in Attachment I): Estimated Construction Period: 1 Yrs. 2 Mo

Name of Lessor of Equipment (If Arranged by Chevron ES): Citimortgage, Inc.

This Energy Services Contract ("Contract") is made and entered into as of the Contract Effective Date by and between Chevron Energy Solutions Company, a Division of Chevron U.S.A., Inc., ("Chevron ES"), a Pennsylvania corporation, having its principal offices at 345 California Street, 18th Floor, San Francisco, CA 94104, and the Customer identified above, for the purposes of providing comprehensive energy services. "Chevron ES" and the "Customer" may singularly be identified as "Party" and collectively as "Parties." The attachments listed below as being attached are attached hereto and fully incorporated herein.

ATTACHMENTS TO CONTRACT

Attachment	Title	Attached	Not Applicable/
			Not Attached
A	General Terms and Conditions	Attached	
B	Design/Build Terms and Conditions	Attached	
C	Customer's Facilities and Existing Equipment	Attached	
D	Scope of Work	Attached	
E	Project Schedule	Attached	
F	Progress Payment Schedule	Attached	
G	Standards of Occupancy & Control	Attached	
H	Energy Management and Guarantee Services	Attached	
I	Guaranteed Savings	Attached	
J	Additional On-Going Scope of Work		Not Applicable
K	Financial Proforma	Attached	
L	UtilityVision® Connectivity Requirements	Attached	

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date first above written.

CHEVRON ES:

Chevron Energy Solutions Company, a Division of
Chevron U.S.A., Inc.

By: [Signature]

Print Name: W.E. Brackenbury

Title: Operations Director

Per Resolution adopted by the Customer Board of Trustees on August 8, 2006.

CUSTOMER:

Victor Valley Community College

By: [Signature]

Print Name: Bruce Baron

Title: Vice President, Administration

APPROVED AS TO FORM

Esq.

ATTACHMENT A
GENERAL TERMS AND CONDITIONS

CONTRACT RECITALS

WHEREAS, Customer owns and/or operates certain public facilities specifically described in Attachment C attached hereto and incorporated herein ("Facilities") and Customer wishes to reduce its Facilities' energy consumption and costs and improve the Facilities' energy quality/reliability by contracting to procure comprehensive energy management strategy expertise to achieve long term benefits and flexibility in managing the Customer's power and energy needs and to implement certain new and upgraded energy system related equipment and materials; and

WHEREAS, Chevron ES is a full-service energy services company with the technical capabilities to provide services to the Customer including, but not limited to, energy auditing, engineering, procurement, construction management, installation, construction, financing, training, monitoring and verification, and maintenance and operation (collectively, "Services"); and

WHEREAS, the Customer executed an Energy Audit Agreement with Chevron ES to perform a comprehensive energy analysis and present the Customer with a detailed Comprehensive Energy Analysis ("CEA") Report and recommended energy plan to implement certain Energy Conservation Measures ("ECM's"). The CEA Report identified potential energy and operational savings opportunities at the identified Customer's Facilities and identified estimated program costs to implement the recommended ECM's and presented an overall potential energy cost and consumption savings of implementing the ECM recommendations; and

WHEREAS, Customer Staff accepted Chevron ES' CEA Report and recommended ECM's and has determined that the anticipated cost to Customer to implement the recommended ECM's will be less than the anticipated cost to the Customer for thermal, electrical, and other energy and other operational and maintenance savings that would have been consumed by Customer without the implementation of the recommended ECM's in compliance with California Government Code Section 4217.10 through 4217.18; and

WHEREAS, pursuant to Section 4217.12 of the California Government Code, the Board of Trustees held a public hearing at a regularly scheduled public hearing on August 8, 2006, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, based upon the foregoing findings and public hearing, the Board of Trustees has determined that entering into an energy services contract to implement the ECM recommendations is in the best interests of the Customer and pursuant to California Government Code Section 4217.10 et seq. allows the Customer to enter into this Energy Services Contract with Chevron ES to implement the measures recommended in the ECM's; and

Whereas, the Board of Trustees, by adoption of Resolution at its meeting of August 8, 2006, approved this Energy Services Contract by and between Chevron ES and the Customer and authorized the Board of Victor Valley College to execute this Energy Services Contract on behalf of the Customer.

NOW, THEREFORE, the Customer and Chevron ES hereby agree as follows:

SECTION 1. PERFORMANCE OF THE WORK

Section 1.1. Performance of Work / Additional Terms and Conditions Governing Construction. All the Work to be performed hereunder, including engineering, equipment and material procurement, installation, construction, and measurement & verification provided by Chevron ES, will be provided in accordance per the terms of this Contract, its attachments, and the terms of Attachment B, "Design/Build Terms and Conditions", attached hereto and incorporated herein.

Section 1.2. Scope of Work. The Scope of Work to be provided hereunder, including all engineering, equipment and material procurement, and installation and construction, is more fully described in the Scope of Work attached hereto as Attachment D, "Scope of Work".

Section 1.3. Project Schedule/ Notice to Proceed. The preliminary project schedule is presented in Attachment E, "Project Schedule" which is attached hereto and incorporated herein ("Project Schedule"). Customer will issue to Chevron ES a written Notice to Proceed ("Notice to Proceed" or "NTP") upon confirmation of the escrowing of construction funds. Chevron ES shall begin Work within thirty (30) calendar days of Chevron ES' receipt of the Notice to Proceed. Notwithstanding the foregoing, said NTP shall not apply to the wind turbine scope of work ("Wind Scope"), as more fully described in "Attachment D - ECM-WT1". The NTP for the Wind Scope shall be issued upon confirmation that the conditions precedent set forth in the Wind Scope have been met and that the additional funds required for this Scope of Work have been escrowed.

Section 1.4. Additional Work. During the Contract Term, the Parties hereto may mutually agree to add additional Work and/or Projects to the Scope of Work by a written Change Order, executed by both Parties; and such work shall be performed in accordance with the terms and conditions of this Contract, as amended. Such Change Order work shall comply with the requirements of California Government Code Section 4217.10 through 4217.18 wherein the cost to implement the additional work shall be less than the anticipated cost to the Customer for thermal, electrical, and other energy and other operational and maintenance savings that would have been consumed by Customer without the implementation of the additional work and such additional work and Change Order must be approved by the Customer at a regularly scheduled public hearing, of which two weeks advance public notice was given regarding proposed Change Order and its subject matter.

HUMAN RESOURCES

AUGUST 14, 2007

TOPIC: CLASSIFIED RECLASSIFICATIONS

The Hay Study was implemented July 2006. The vice presidents and the Classification and Salary Committee of managers and classified employees have reviewed changes in job descriptions or duties. These recommendations have been given to the vice president of Human Resources and CSEA, who have also reviewed the current/revised classified job descriptions for the employees listed below. The following actions and Memorandum of Agreement are proposed for implementation effective September 1, 2007:

<u>Employee, Current Position, Range</u>	<u>Recommended Position, Range</u>
--	--

Fiscal Impact: Budgeted

RECOMMENDATION:

It is recommended that the Board of Trustees approve reclassifications and the Memorandum of Agreement for the employees listed above, effective September 1, 2007.

REFERENCE FOR AGENDA: NO

General Counsel Approval: YES ___ NO ___ NOT APPLICABLE ___

I recommend the Board of Trustees approve this item


 Vice President, Human Resources

Date 8-8-07**I recommend the Board of Trustees approve this item**


 Superintendent/President

Date 8-8-07**ACTION TAKEN BY THE BOARD:**

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

BOARD AGENDA

RE-RATED CLASSIFIED JOB DESCRIPTIONS

	A	B	C	D	F	G	J
31	Reyes	Joanna	Custodian	n/a	8/6	9/6	
32	Rivera	Fritzi	Custodian	n/a	8/4	9/4	
33	Rodriguez	George	Custodian	n/a	8/6	9/6	
34	Wack	Gerry	Custodian	n/a	8/6	9/6	
35	Wilkett	Nancy	Custodian	n/a	8/6	9/6	
36	Short	Jerome	Data Base Administrator	n/a	14/6	15/6	
37	Zhu	Yong	Data Base Administrator	n/a	14/6	15/5	
38	Chesser	Debbie	Deaf & Hard of Hearing Specialist	n/a	13/6	14/4	
39							
40							
41							
REVISED CLASSIFIED JOB DESCRIPTIONS							
42	LAST NAME	FIRST NAME	CURRENT CLASSIFICATION	RECOMMENDED CLASSIFICATION	CURRENT RANGE/S TEP	NEW RANGE/STEP	
43	Osborne	Lori	A&R Specialist	A&R Specialist II	13/3	14/1	
44	Da Costa	Debbie	Accounting Tech II	Accounting Specialist	12/6	12/6	
45	Vidana-Barda	Marie	Accounting Tech II	Senior Accounting Technician			
46	Potts	Debbie	Administrative Coordinator	Community/Contract Education Coordinator	14/5	15/4	
47	Dorval	Judith	Clerical Technician I	Campus Police Specialist	13/4	14/2	
48	Butler	Renay	Clerical Technician II	Admin Secretary II	11/6	13/3	
49	Crowley	JK	Instructional Network/Computer Maint.	Course Management Administrator	12/6	13/3	
50	Martinez	Carlos	Lead Custodian	Lead Custodian	13/6	13/6	
51	Hannaman	Doug	Lead Maintenance Worker	Lead Maintenance Worker	9/6	11/6	
					14/6	15/5	

Memorandum of Agreement

This agreement is entered into by and between Victor Valley College (District) and the California School Employees Association and its local Chapter 584 (CSEA).

At the conclusion of the Hay Study, and during the implementation of the findings of the study, several appeals were filed from individuals with questions regarding their classification placement. The committee reviewed all relevant information provided by the District and this information was shared with CSEA. The committee reached a decision upon each appeal and it is agreed to by the parties that these decisions summarized within the attached spreadsheet shall be enacted.

This agreement in no way waives CSEA's right to meet and negotiate settlement of a grievance filed on the previous implementation of the Hay Study for employees adversely affected by Y-rating instead of grandfathering as per the negotiated agreement. Nor does this Memorandum of Agreement waive the District's right to reclassify positions in accordance with applicable law and/or collective bargaining agreements.

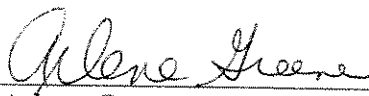
This agreement shall not set a past practice of precedent and in no way waives CSEA's right to meet and negotiate on any matter within the scope of representation.

FOR THE DISTRICT

Robert Silverman PH.D..

Date

FOR CSEA



Arlene Greene, President

8/8/07

Date

BOARD OF TRUSTEES

August 14, 2007

TOPIC: Board of Trustee's Retreat

The Board of Trustees will hold a special meeting for the purpose of a Board Retreat to discuss the status of the Accreditation report. The Board Retreat will begin at 10 a.m. on August 16, 2007 in the Vista room of the Spring Valley Lake Country Club and will adjourn at 2 p.m.

Fiscal Impact: \$200.00

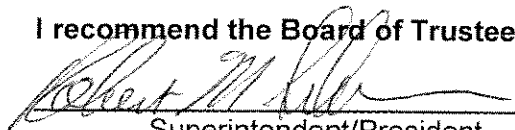
RECOMMENDATION:

It is recommended that the Board approve the proposed Board Retreat to discuss the status of the Accreditation report. The Board Retreat will begin at 10 a.m. on August 16, 2007 in the Vista room of the Spring Valley Lake Country Club and will adjourn at 2 p.m.

REFERENCE FOR AGENDA: NO

General Counsel Approval: YES ___ NO ___ NOT APPLICABLE X ___

I recommend the Board of Trustees approve this item


Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

INSTRUCTION

AUGUST 14, 2007

TOPIC: DR. PREM REDDY SCHOOL OF HEALTH SCIENCE ALLOCATION PLAN

The district desires to accept the proposed budget of \$200,000.00 as recommended. Funds represent the final and fifth allocation of a \$1,000,000.00 donation given by Dr. Prem Reddy to build capacity among nursing and allied health programs.

Fiscal Impact: \$200,000.00 Maximum to the District from the Dr. Prem Reddy School of Health Science.

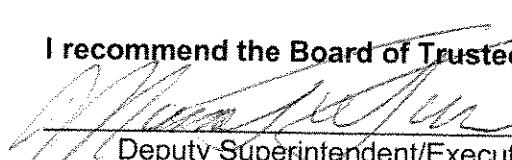
RECOMMENDATION:

It is recommended that the Board of Trustees accept the Dr. Prem Reddy School of Health Science Allocation Plan for 2007-2008 Fiscal Year.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES ___ NO ___ NOT APPLICABLE X


I recommend the Board of Trustees approve this item



Deputy Superintendent/Executive
Vice President, Instruction

Date 7-23-07

I recommend the Board of Trustees approve this item



Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

**DR. PREM REDDY SCHOOL OF HEALTH SCIENCE
07-08 ALLOCATION PLAN**

PGM	CATEGORY	ITEM	BUDGET	EXPENSE	REMAINING	COMMENTS
RN	1300 Teachers Salary - Hourly				\$ -	
	4500 Instructional Supplies				\$ -	
	5200 Travel / Conference				\$ -	
	5800 Contract Services				\$ -	
		ATI	\$ 5,200.00		\$ 5,200.00	
		Health Fair	\$ 4,000.00		\$ 4,000.00	
		LVN to RN	\$ 3,000.00		\$ 3,000.00	
	8200 Buildings New & Remodel				\$ -	
	8400 New Equipment		\$ 45,000.00		\$ 45,000.00	(1) Slim Men, (6) IV Pumps
RT			\$ 57,200.00	\$ -	\$ 57,200.00	
	1100 Teachers Salary - Regular				\$ -	
	Non-Teacher Salary				\$ -	
	1300 Teachers Salary - Hourly				\$ -	
	4300 Instructional Supplies				\$ -	
	4500 Other Supplies				\$ -	
	5200 Travel / Conference				\$ -	
	5800 Contract Services				\$ -	
	8200 Buildings New & Remodel		\$ 65,000.00		\$ 65,000.00	Polyecmography equipment, preliminary function test
	8400 New Equipment		\$ 65,000.00	\$ -	\$ 65,000.00	
AH	1100 Teachers Salary - Regular	program & curriculum development	\$ 25,000.00		\$ 25,000.00	Medical insurance, medical information, program enhancements
	Non-Teacher Salary				\$ -	
	1300 Teachers Salary - Hourly				\$ -	
	4300 Instructional Supplies				\$ -	
	4500 Other Supplies				\$ -	
	5200 Travel / Conference		\$ 10,000.00		\$ 10,000.00	(2) EMS Educators conference, EMS Today Conference-Orlando, FL
	5800 Contract Services				\$ -	
	8200 Buildings New & Remodel				\$ -	
	8400 New Equipment				\$ -	
SHARE	1100 Teachers Salary - Regular		\$ 35,000.00	\$ -	\$ 35,000.00	
	Non-Teacher Salary				\$ -	
	1300 Teachers Salary - Hourly	curriculum development	\$ 18,800.00		\$ 18,800.00	Curriculum updates, consultant fees
	4300 Instructional Supplies				\$ -	
	4500 Other Supplies				\$ -	
	5200 Travel / Conference		\$ 4,000.00		\$ 4,000.00	Conferences & workshops for staff development
	5800 Contract Services				\$ -	
	8200 Buildings New & Remodel				\$ -	
	8400 New Equipment				\$ -	
			\$ 22,800.00	\$ -	\$ 22,800.00	
FON		Administration	\$ 20,900.00	\$ 20,900.00	\$ -	
			\$ 260,080.00	\$ 20,750.00	\$ 180,000.00	TOTAL AVAILABLE

INSTRUCTION

AUGUST 14, 2007

TOPIC: ADOPT A RESOLUTION AND APPROVE AN AGREEMENT – CHILD
DEVELOPMENT SERVICES CPRE-7303

The district desires to adopt a resolution and approve an agreement with the California Department of Education for Child Development Education Services for the 2007-2008 fiscal year for sixty-six children to attend a three-hour program five days per week. The Maximum Reimbursable Amount (MRA) on this agreement is \$241,262.00.

Fiscal Impact: \$241,262.00 to the District

RECOMMENDATION:

It is recommended that the Board of Trustees adopt a resolution and approve an agreement with the California Department of Education for Child Development Services Agreement #CPRE-7303 per the terms and conditions contained therein.

REFERENCE FOR AGENDA: YES

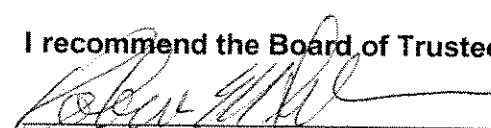
General Counsel Approval: YES X NO ___ NOT APPLICABLE ___

I recommend the Board of Trustees approve this item


Deputy Superintendent/Executive
Vice President, Instruction

Date 7-11-07

I recommend the Board of Trustees approve this item


Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 07 - 08

DATE: July 01, 2007

CONTRACT NUMBER: CPRE-7303

PROGRAM TYPE: STATE PRESCHOOL

PROJECT NUMBER: 36-6792-00-7

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICESCONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

This contract is effective from July 01, 2007 through June 30, 2008. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$20.30 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$241,262.00.

SERVICE REQUIREMENTS

Maximum Child Days of Enrollment (CDE) Requirement 11,884.8

Minimum Days of Operation (MDO) Requirement 203

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke		PRINTED NAME AND TITLE OF PERSON SIGNING Marianne Tortorici, Deputy Superintendent	
TITLE Manager, Contracts & Purchasing Svcs		ADDRESS Executive Vice President 18422 Bear Valley Rd., Victorville, Ca 92395	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 241,262	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6792		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 241,262	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2007
	FISCAL YEAR 2007-2008		
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6055 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed contract will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)

EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.

5. **SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

6. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction obligation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of documents, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Victor Valley Community College District

18422 Bear Valley Road

Victorville, Ca 92395

☐ If there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY)

Victor Valley Community College District

CONTRACT #
CPRE-7303

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Marianne Tortorici, Deputy Superintendent, Executive Vice President

SIGNATURE

DATE

6-19-07

INSTRUCTION

AUGUST 14, 2007

TOPIC: ADOPT A RESOLUTION AND APPROVE AN AGREEMENT – CHILD
DEVELOPMENT SERVICES CCTR-7313

The district desires to adopt a resolution and approve an agreement with the California Department of Education for Child Development Education Services for the 2007-2008 fiscal year for sixty-six children to attend an all day program up to five days per week. The Maximum Reimbursable Amount (MRA) on this agreement is \$734,020.00.

Fiscal Impact: \$734,020.00 to the District

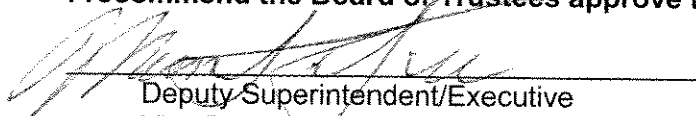
RECOMMENDATION:

It is recommended that the Board of Trustees adopt a resolution and approve an agreement with the California Department of Education for Child Development Services Agreement #CCTR-7313 per the terms and conditions contained therein.

REFERENCE FOR AGENDA: YES


General Counsel Approval: YES ☒ NO ☐ NOT APPLICABLE ☐

I recommend the Board of Trustees approve this item


Deputy Superintendent/Executive
Vice President, Instruction

Date 7-24-07

I recommend the Board of Trustees approve this item


Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 07 - 08

DATE: July 01, 2007

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CCTR-7313

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMS

PROJECT NUMBER: 36-6792-00-7

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

This contract is effective from July 01, 2007 through June 30, 2008. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$32.89 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$734,020.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 22,317.4

Minimum Days of Operation (MDO) Requirement 235

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Margie Burke		PRINTED NAME AND TITLE OF PERSON SIGNING Marianne Tortorici, Deputy Superintendent	
TITLE Manager, Contracts & Purchasing Svcs		ADDRESS Executive Vice President 18422 Bear Valley Road, Victorville, Ca 92395	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 734,020	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 734,020	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-7313

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 164,216	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 13609-6792		PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 164,216	ITEM 30.10.020.001 6100-196-0890	CHAPTER B/A	STATUTE 2007	FISCAL YEAR 2007-2008
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 569,804	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6792			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 569,804	ITEM 30.10.020.001 6100-196-0001	CHAPTER B/A	STATUTE 2007	FISCAL YEAR 2007-2008
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6060 Rev-8530				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed contract will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)

EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.

5. **SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

6. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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A. The applicant certifies that it and its principals:

a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction obligation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of documents, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

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(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

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Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

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B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Victor Valley Community College District

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Victorville, Ca 92395

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a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

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As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY)

Victor Valley Community College District

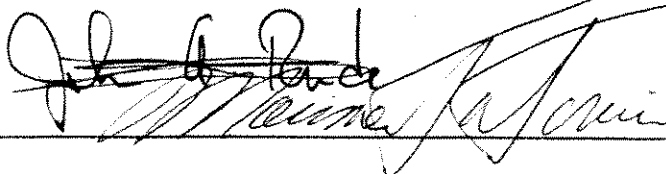
CONTRACT #

CCTR-7313

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Marianne Tortorici, Deputy Superintendent, Executive Vice President

SIGNATURE



DATE

6-18-07
6-19-07

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2007/08.

RESOLUTION

BE IT RESOLVED that the Governing Board of Victor Valley Community College District

authorizes entering into local agreement number/s CCTR-7313 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Marianne Tortorici</u>	<u>Deputy Superintendent</u>	<u>Marianne Tortorici</u>
<u>Mary Pringle</u>	<u>Executive Vice President</u>	<u>Mary Pringle</u>
	<u>Director of Fiscal Services</u>	

PASSED AND ADOPTED THIS 14 day of August 2007/08, by the
Governing Board of Victor Valley Community College District
of San Bernardino County, California.

I, Don Nelson, Clerk of the Governing Board of Victor Valley
Community College District, of San Bernardino County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

INSTRUCTION

AUGUST 14, 2007

TOPIC: AGREEMENT – DESERT VALLEY CHARITABLE FOUNDATION, INCORPORATED

The district desires to enter in to an agreement between the Desert Valley Charitable Foundation, Incorporated and Victor Valley Community College District for the donation of office space located at 12046 Jacaranda Avenue, Suite A & B in Hesperia, California from December 16, 2006 through December, 2009.

Fiscal Impact: Gift Contribution to the District valued at \$2,594.31 per month for term of the lease of thirty-six months (36) totaling \$93,395.16.

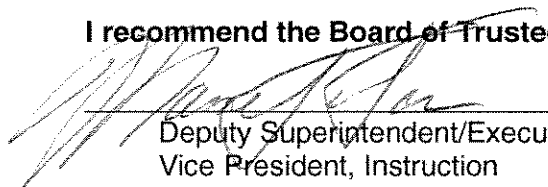
RECOMMENDATION:

It is recommended that the Board of Trustees ratify the agreement with the Desert Valley Charitable Foundation, Incorporated for donation of office space located at 12046 Jacaranda Ave., Suite A & B in Hesperia, California from December 16, 2006 through December, 2009.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES X NO ___ NOT APPLICABLE ___

I recommend the Board of Trustees approve this item


 Deputy Superintendent/Executive
 Vice President, Instruction

Date 7-11-07

I recommend the Board of Trustees approve this item


 Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

DONATION OF OFFICE SPACE AGREEMENT

RECEIVED

THIS DONATION OF OFFICE AGREEMENT (this "Agreement") is entered into effective the 16th day of December, 2006 at Victorville, California, by and among Desert Valley Charitable Foundation, Inc., a California corporation ("Donor"), Victor Valley Community College, a California Community College District (the "District"), Victor Valley College District Foundation, a California non-profit corporation (the "College Foundation") and the Victor Valley College Foster & Kinship Care Education and Independent Living Program (the Program).

WHEREAS, Donor is a hospital facility located in Victorville, California which serves the general public in the High Desert Region; and

WHEREAS, the District is a California Community College District which provides educational opportunities for residents of the Victor Valley; and

WHEREAS, the College Foundation is a non-profit, tax exempt 501(c)(3) educational foundation operating as a public benefit corporation, which has as its mission the raising of money for the District, facilitates the donation of goods to the District, manages scholarships to the District and serves as an extension of the public relations efforts of the District; and

WHEREAS, the Foster & Kinship Care Education and Independent Living is a program of the District formed to conduct health education classes; educational seminars and training for providers, parents and young adults.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DONOR agrees to lease at DONOR'S expense office space (12046 Jacaranda Ave., Ste. A & Ste. B, Hesperia, California) and allow the office space to be used by the DISTRICT until December 2009 for the PROGRAM'S purposes. As the lessee of the property, DONOR further agrees to facilitate the performance of lease provisions by the landlord of the property.

2. DISTRICT agrees to provide maintenance, janitorial, utilities and security for the PROGRAM'S operations in the office space leased by the DONOR.

DISTRICT agrees to provide signage for the facility to include the name of the DONOR and the DISTRICT. (i.e. Victor Valley College / Dr. Prem Reddy).

DISTRICT agrees to list DONOR as a sponsor on the Victor Valley College Division of Instruction Website with a link back to the DONOR'S website for the duration of the office space donation.

3. FOUNDATION agrees to acknowledge the gift of the space as an inkind contribution valued at \$2,594.31 (Two thousand five hundred ninety four dollars and thirty one cents per month for the term of the lease.

4. PROGRAM agrees to provide a family resource center and house primary PROGRAM'S administration in the office space.

PROGRAM agrees to recognize DONOR by including DONOR's name or logo on newsletters and printed materials distributed to PROGRAM participants for the duration of the office space donation. \$2,594.31.

PROGRAM agrees to designate a seat on its Advisory Board for the DONOR and to include DONOR as a volunteer guest speaker at appropriate seminars.

5. Approvals and Authorizations of Agreement. Each party to this Agreement ("Such Party") represents and warrants that (i) Such Party has all necessary power and authority to execute and deliver this Agreement and to perform all the terms and conditions of this Agreement to be performed by Such Party; (ii) no other proceedings on the part of Such Party are necessary to authorize this Agreement or to perform the obligations of Such Party under this Agreement; (iii) this Agreement has been duly executed and delivered by Such Party and constitutes the legal, valid and binding obligations of Such Party, enforceable against Such Party and it in accordance with its terms; and (iv) the execution and delivery by Such Party of this Agreement do not, and the compliance by Such Party with the provisions hereof will not conflict with, or result in any violation of, or constitute a default under any provision of the articles of incorporation or bylaws of Such Party or any other agreement binding Such Party.

6. Invalidity. It is the intent of the parties that the provisions of this Agreement are all material and necessary for achieving the goals and objectives of the parties. Accordingly, in the event that any paragraph or provision is held to be invalid or unenforceable for any reason, the parties agree to negotiate in good faith to revise the subject paragraph or provision so that it is valid and enforceable, and is consistent with the intent of the parties while preserving the basic financial and professional relationships established herein. If after due negotiations the parties are unable to resolve the issues so as to modify the invalid and unenforceable paragraph or provision, then any party hereto shall have the right to terminate this Agreement.

7. Termination of Agreement. This Agreement shall not be subject to termination by any party except as hereinafter provided. The DISTRICT and the COLLEGE FOUNDATION shall have the right to terminate this Agreement and pursue all other remedies in the event of the failure of the DONOR to provide the office space as provided herein. However, prior to such a termination, the DISTRICT and the COLLEGE FOUNDATION shall give written notice (the "Notice") to the DONOR specifying with particularity the grounds of the alleged breach and the steps necessary to cure the breach. If the alleged breach has not been cured by the DONOR within thirty (30) days from service of the Notice, the DISTRICT and the COLLEGE FOUNDATION shall have the right to immediately terminate this Agreement. In the event of a material breach of this Agreement by the DISTRICT and/or the COLLEGE FOUNDATION which breach has not been cured within thirty (30) days from service of the notice of default, then the DONOR may terminate this Agreement and pursue all other available remedies. .

8. Return of Donation. Upon the termination of this Agreement for any reason, or the failure of a party to cure a default after service of a required notice of default, the COLLEGE FOUNDATION, the DISTRICT and the PROGRAM shall vacate the facility. Any unpaid lease obligation will remain the responsibility of the DONOR. Nothing herein shall limit the right of any party to seek appropriate damages or other relief available to such party resulting from the breach of this Agreement by another party.

9. Remedies. The parties acknowledge that the obligations under this Agreement are such that in the event of a breach of this Agreement by either party, the remaining party

cannot adequately be compensated by damages for breach of such obligations. As a result, the parties hereto acknowledge and agree that, in the event of any breach or threatened breach of this Agreement, after following the procedures set forth in paragraph 5 above, each party shall be entitled not only to damages or other relief at law but also to equitable relief to enforce the breached obligations, including, without limitation, specific performance and preliminary and permanent injunctive relief (including temporary restraining orders) without any requirement to post a bond..

10. Further Acts. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

11. Construction. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California. Should any provision of this Agreement require interpretation by a court of competent jurisdiction, it is agreed by the parties that the court interpreting this Agreement shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party whose agent prepared such document, it being agreed that the agents of all parties have participated in the preparation of this Agreement.

12. Captions. Sections headings are inserted in this Agreement solely for the purpose of convenience of reference and shall not be construed as part of this Agreement.

13. Legal Expenses. If a legal proceeding is brought for the enforcement of this Agreement, or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

14. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within seventy-two (72) hours after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed to the party at the address indicated below, or any other address that any party may designate by written notice to the others.

Desert Valley Charitable Foundation

Dr. Prem Reddy
Founding Member
16850 Bear Valley Rd.
Victorville, CA 92395

Victor Valley College District Foundation

Ginger Ontiveros
Executive Director
18422 Bear Valley Road
Victorville, CA 92395

Victor Valley Community College District

Dr. Louis Zellers
Superintendent President
18422 Bear Valley Road

Victorville, CA 92395

Foster & Kinship Care Education / Independent Living Rebecca Talley
Program Coordinator
18422 Bear Valley Rd.
Victorville, CA 92395

15. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement by another party shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.

16. Representation Regarding Prior Contracts. Each party to this Agreement ("Such Party") represents and warrants to all of the other parties that no prior contract or agreement of any kind entered into by Such Party or any prior performance by Such Party will interfere in any manner with Such Party's complete performance of Such Party's duties and obligations hereunder or with Such Party's compliance with the other terms and conditions hereof, and that Such Party has the ability to perform all of Such Party's obligations under this Agreement without the participation or consent of any other person or entity.

17. Entire Agreement. This Agreement represents the entire agreement and understanding between the parties hereto regarding the subject matter hereof and supersedes any and all previous written or oral agreements or discussions between the parties and any other person or legal entity concerning said matters. No representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Binding Agreement. The rights and obligations of the parties under this Agreement may not be assigned without the written consent of all parties to this Agreement. However, the rights and obligations of the parties shall inure to the benefit of and shall be binding upon and enforceable by the heirs and successors of such parties.

19. Counterparts. This Agreement may be executed in one or more counterparts, and may be exchanged by fax transmittal, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, the signatures to this Agreement may be made by fax transmission, and the fax transmittal signature may be attached to this Agreement as if it was an original.

20. Amendments. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing and signed by both of the parties hereto.

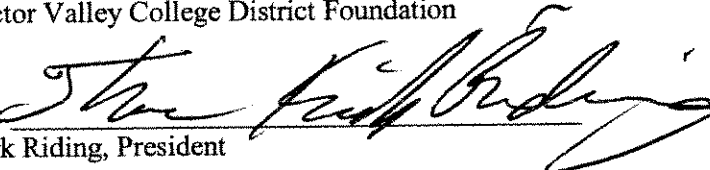
21. Gender. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

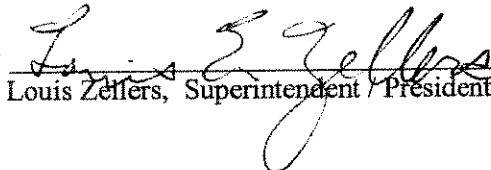
Desert Charitable Foundation

By: 
Prem Reddy, M.D., Founding Member

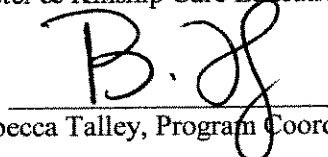
Victor Valley College District Foundation

By: 
Kirk Riding, President

Victor Valley Community College

By: 
Dr. Louis Zellers, Superintendent / President

Foster & Kinship Care Education / Independent Living Program

By: 
Rebecca Talley, Program Coordinator

INSTRUCTION

AUGUST 14, 2007

**TOPIC: AUGMENTATION (AMENDED) – GRANT AGREEMENT – CAPACITY BUILDING
FOR ASSOCIATE DEGREE NURSING PROGRAM**

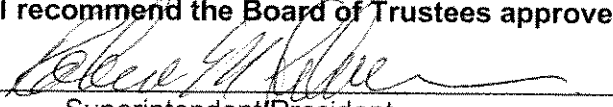
The district desires to accept the amended Augmentation Grant Agreement with the California Community Colleges Chancellor's Office for the Capacity Building for Nursing Program Expansion-ADN-RN Program for the period of Fiscal Years 2005-2008.

Fiscal Impact: \$562,519.00 to the District

RECOMMENDATION:

It is recommended that the Board of Trustees accept the Amended Augmentation Grant Agreement with the California Community Colleges Chancellor's Office for the Capacity Building Expansion-ADN-RN Program for the period of Fiscal Years 2005-2008.

REFERENCE FOR AGENDA: YES**General Counsel Approval: YES ☒ NO ☐ NOT APPLICABLE ☐****I recommend the Board of Trustees approve this item**

Deputy Superintendent/Executive
Vice President, InstructionDate 7-11-07**I recommend the Board of Trustees approve this item**

Superintendent/PresidentDate 8-8-07**ACTION TAKEN BY THE BOARD:**

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

Chancellor's Office
California Community Colleges

INSTRUCTION OFFICE

JUN 25 2007

District: Victor Valley CCD

College: Victor Valley Community College

RFA Specification Number: 06-0113-38

Grant Agreement

1st AMENDMENT

Augmentation

Associate Degree Nursing – Registered Nurse
(RN) Program Capacity Building Initiative

Capacity Building for Nursing Program
Expansion-ADN-RN Programs

TO BE COMPLETED BY COCCO

Grant Agreement No.: 06-113-38 Date: 3/1/07

Amendment No.: 1

FY 2005-06

Prior Amount Encumbered: \$179,424

FY 2006-07

Amount to be Encumbered: \$ 49,795

Prior Amount Encumbered: \$166,650

Total FY 2006-07 \$216,445

FY 2007-08

Amount to be Encumbered: \$166,650

Total Amount Encumbered: \$562,519

On this 1st day of March 2007, the Chancellor's Office of the California Community Colleges and the aforementioned Community College District hereby agree to amend the above specified grant number as follows:

- Augment the grant agreement with Nursing Education Program funds by \$49,795.
- Performance under the second funding period (i.e., July 1, 2006 to June 30, 2007) shall be extended 6 months, to and including December 31, 2007. A Final Report and Final Report of Expenditures for the second funding period must be received at the Chancellor's Office by January 31, 2008.
- The Application Budget Summary, Application Budget Detail Sheet, and Work plan reflecting the augmentation are attached and made part of this agreement.
- This grant is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.
- All of the terms and conditions of the original grant agreement remain the same.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

STATE OF CALIFORNIA

GRANTEE

Item	Chapter	Statute	Fiscal Year
6870-101-0001 (1)	38/39	2005	2005-06
6870-101-0001 (23)	47	2006	2006-07
6870-101-0001		2007	2007-08

Object of Expenditure (Code and Title) 0110-751-11014
(05-06: \$179,424) 0233-751-29510 (06-07: \$216,445 ; 07-08 \$166,650)

Signature, Accounting Officer (or authorized Designee)

Project Monitor Helga Martin

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

Signature, Executive Vice Chancellor (or authorized Designee) Date

Printed Name of Person Signing
Steve Bruckman

Project Director

Dr. Patricia Luther

Grant Funds Requested FY 2005-06 \$ 179,424

FY 2006-07 \$ 216,445

FY 2007-08 \$ 166,650

Total Grant Funds \$ 562,519

Matching Funds – None required

Signature, Chief Executive Officer (or authorized Designee) Date

Printed Name of Person Signing:

Dr. Marianne Tortorici

Title Deputy Superintendent, EVP, Instruction

Chancellor's Office
California Community Colleges

District: Victor Valley _____

College: Victor Valley College _____

RFA Specification Number: 06-0113 _____

CONTACT PAGE

Funding Source(s): Associate Degree Nursing-RN Programs _____

RFA Specification Title: Capacity Building for Nursing Program Expansion – ADN – RN Programs _____

College: Victor Valley College _____

Address: 18422 Bear Valley Road _____

City: Victorville _____ State: CA _____ Zip+4: 92395 _____

District Superintendent/Chief Executive Officer (or authorized Designee)

Name: Dr. Marianne Tortorici _____ Title: Deputy Superintendent/EVP, Instruction
Phone: (760)245-4271 x2350 _____ Date: March 30, 2007 _____
Fax: (760)241-9486 _____ E-Mail Address: tortoricim@vvc.edu _____

College President/Chief Executive Officer (or authorized Designee)

Name: Dr. Louis Zellers _____ Title: Interim President _____
Phone: (760) 245-4271 _____ Date: March 30, 2007 _____
Fax: () _____ E-Mail Address: zellersl@vvc.edu _____

Responsible Administrator (Appropriate Program Area)

Name: Dr. Patricia Luther _____ Title: Director of Nursing _____
Phone: (760)245-4271 x 2412 _____ Date: March 30, 2007 _____
Fax: () _____ E-Mail Address: lutherp@vvc.edu _____

Project Director

Name: Dr. Patricia Luther _____ Title: Director of Nursing _____
Phone: (760) 245-4271 x 2412 _____ Date: March 30, 2007 _____
Fax: () _____ E-Mail Address: lutherp@vvc.edu _____

District Business Officer

Name: Bruce Barron _____ Title: Vice President, Administrative Services _____
Phone: (760) 245-4271 x 2464 _____ Date: March 30, 2007 _____
Fax: () _____ E-Mail Address: barronb@vvc.edu _____

ASSOCIATE DEGREE NURSING-RN PROGRAMS AUGMENTATION WORK PLAN

District: Victor Valley

College: Victor Valley College

***OBJECTIVE No. 1:** Develop a program whereby students demonstrate readiness through diagnostic assessment or successful completion of remedial pre-nursing coursework prior to commencing the registered nursing program. This program should be developed and ready for implementation by Spring 2007 for students who will enter the nursing program in Fall 2007.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
1. Develop diagnostic assessment tool for remedial pre-nursing coursework	1.1. 100% of curriculum to assess students will be completed and implemented	Spring 2007	Director of Nursing, appointed faculty

* Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3 ...)

ASSOCIATE DEGREE NURSING-RN PROGRAMS AUGMENTATION WORK PLAN

District: Victor Valley

College: Victor Valley College

***OBJECTIVE No. 2:** Utilize diagnostic assessment tools prior to enrollment to determine readiness for community college associate degree nursing programs.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
1. Determine eligibility, utilize diagnostic assessment tools to determine readiness for associate degree nursing program and enroll students.	2.1. 100% of all ADN students on the waiting list will be assessed to determine readiness for the	Spring 2007	Director of Nursing, assigned faculty
2. Require that students demonstrate readiness through diagnostic assessment or successful completion of the pre-nursing coursework specified above prior to commencing the registered nursing program.	2.2. 100% of all student on the wait list will be required to be assessed and must pass according to cap scores prior to entering program	Spring 2007	Director of Nursing, assigned faculty

* Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3...)

ASSOCIATE DEGREE NURSING-RN PROGRAMS AUGMENTATION WORK PLAN

District: Victor Valley

College: Victor Valley College

1. ***OBJECTIVE No. 3** : Develop educational pre-entry coursework, including, but not necessarily limited to, tutorials or noncredit instruction, that is aligned to the entry level nursing standards and curriculum for students who fail to demonstrate readiness based upon the diagnostic assessment tools.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
1. Develop pre-entry assessment curriculum that aligns to nursing standards for students who fail to demonstrate readiness	3.1. 95% of all students assessed will demonstrate readiness after coursework has been delivered	Fall 2007	Assigned faculty

* Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3 ...)

ASSOCIATE DEGREE NURSING-RN PROGRAMS AUGMENTATION WORK PLAN

District: Victor Valley

College: Victor Valley College

*** OBJECTIVE No. 4 :** Provide access to pre-nursing coursework for all students who do not demonstrate readiness based upon the diagnostic assessment tools.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
1. Provide access to pre-nursing coursework for all students who do not demonstrate readiness based upon the diagnostic assessment tools.	4.1. 100% of all ADN students on the waiting list will have access to the readiness coursework through the Skills Lab	Spring 2007	Assigned faculty

* Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3...)

ASSOCIATE DEGREE NURSING-RN PROGRAMS AUGMENTATION WORK PLAN

District: Victor Valley

College: Victor Valley College

***OBJECTIVE No. 5 :** Require that students demonstrate readiness through the diagnostic assessment or successful completion of the pre-nursing coursework specified above prior to commencing the registered nursing program.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
1. Develop and implement college approval for language used in the ADN Program Course Requirements that stipulates that all students must be assessed and pass at a certain determined score.	5.1. 100% approval will be obtained from college administration to implement regulatory language for student ADN assessment.	July 2007	Director of Nursing

* Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3 ...)

ASSOCIATE DEGREE NURSING-RN PROGRAMS AUGMENTATION WORK PLAN

District: Victor Valley

College: Victor Valley College

***OBJECTIVE No. 6:** Ensure that students that participate in educational pre-entry coursework in order to demonstrate readiness based upon the diagnostic assessment tools are not disadvantaged in the program enrollment process.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
6.1. Ensure testing integrity for ESL students and other students with disabilities are addressed in the assessment procedures	6.1. 100% of all ADN pre-entry coursework and assessment tools provide for special needs students who are currently on the waiting list	July 2007	Director of Nursing, assigned faculty

* Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3 ...)

ASSOCIATE DEGREE NURSING-RN PROGRAMS AUGMENTATION WORK PLAN

District: Victor Valley

College: Victor Valley College

*OBJECTIVE No. 7: Plan, develop and implement a retention program for students enrolled in the ADN program.

Procedures/Activities	Performance Outcomes	Timelines	Responsible Persons
1. Provide support services for students enrolled in the nursing program.	7.1. 100% of all ADN students on the waiting list will have access to the support services	Summer 2007	Director of Nursing, assigned faculty
2. Provide a nursing counselor and support staff to provide intensive case management and support for students enrolled in the nursing program.	7.2. 95% of all assessed students on the waiting list will be provided with a development plan	Summer 2007	Assigned faculty
3. Provide tutoring, and other support services for students at risk of dropping out of the ADN program.	7.3. 95% of all ADN students receiving pre-entry coursework will achieve, at the least, the minimum score as determined by the established cut scores	On-going	Assigned faculty
4. Provide appropriate supplies and software to assist students to be successful.	7.4. 100% of all ADN students receiving pre-entry coursework assistance will receive the appropriate testing materials and supplies	On-going	Assigned faculty

* Limit one (1) objective per page. List objectives according to numerical order, i.e., 1.0. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3 ...)

RFA Specification No.: 06-0113

Fiscal Year: 2006-2007

District: Victor Valley

College: Victor Valley College

Object of Expenditure	Classification	Line	Total Program Funds Requested
1000	Instructional Salaries	1	145,000
2000	Noninstructional Salaries	2	14,500
3000	Employee Benefits	3	20,735
4000	Supplies and Materials	4	3,245
5000	Other Operating Expenses and Services	5	24,640
6000	Capital Outlay	6	
7000	Other Outgo	7	
Total Direct Costs		8	208,120
Total Indirect Costs (4% of line 8)		9	8,325
Total Project Costs		10	216,445

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and federal regulations

Project Director Name/Title

Patricia E. Green
Melanie Tatoris
 (Authorized Signature)

5-3-07

5-3-07

Date

District Chief Business Officer

(Authorized Signature)

Date

**STATEMENTS OF ASSURANCES
NURSING EDUCATION PROGRAM FOR
ASSOCIATE DEGREE NURSING PROGRAMS FUNDS**

COLLEGE: Victor Valley College _____
DISTRICT: Victor Valley _____


The district assures, understands, and may assist the state in meeting the following requirements of the Nursing Education Program for Associate Degree Nursing Programs:

- Primary missions of the Colleges are to offer academic and vocational education at the lower division level for both younger and older students, including those persons returning to school. Another primary mission is to advance California's economic growth and global competitiveness through education, training, and services that contribute to continuous work force improvement. Essential and important functions of the Colleges include: remedial instruction for those in need of it and in conjunction with the school districts, instruction in English as a second language, adult noncredit instruction, and support services which help students succeed at the postsecondary level.
- Colleges that apply for Nursing Education Program for Associate Degree Nursing Programs funds will abide by requirements contained in Senate Bill 1309 of 2006 which amend Article 3.52, Section 78261 of Chapter 2 of Part 48 of the Education Code. Future funding for this program will be jeopardized if requirements are not met. SB 1309 requirements may be found at the following website:

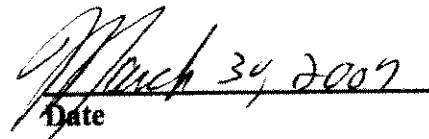
http://www.leginfo.ca.gov/pub/05-06/bill/sen/sb_1301-1350/sb_1309_bill_20060930_chaptered.html

- Funds shall not be used by community college districts to supplant existing courses or services, but shall be used to significantly expand enrollments and/or enable students to successfully complete the course of study.

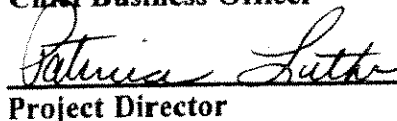
Applicants understand that forms and specifications are provided for use by the applicant and are not to be revised or edited by the applicant. Forms such as the Application Budget Summary and Contact Page may be completed with the applicant's information. Applicants may not modify Articles I and II, *Instructions, Terms and Conditions*, Request for Applications Specifications, or terms on the Grant Agreement Face Sheet. Grant Agreement Face Sheets will be provided to the college/district by the Chancellor's Office. The Grant Agreement Face Sheet may be replicated but under no circumstances can the language be altered.



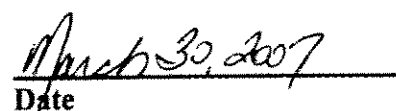
District Superintendent/Chief Executive Officer



Date

Chief Business Officer


Project Director

Date


Date

SB 1309 Article 3.52. Nursing Students

78261. (a) The Legislature finds and declares both of the following:

(1) The Legislature intends to facilitate both the expansion of associate degree nursing programs and the improvement in completion rates in those programs.

(2) The Legislature also intends that community colleges employ nationally validated diagnostic assessment tools that are aligned with national nursing certification requirements. Both students and the state benefit when diagnostic assessments are supplemented with educational opportunities to assist students in meeting skill levels.

(b) It is the intent of the Legislature to create a Nursing Enrollment Growth and Retention program in the Chancellor's Office of the California Community Colleges. The purpose of this program shall be to provide grants to community college associate degree of nursing programs that meet either of the following conditions:

(1) The nursing program has low or moderate program attrition levels.

(2) The nursing program provides a comprehensive program of diagnostic assessment, prenursing preparation, and program-based support to students.

(c) It is the intent of the Legislature that this program shall be funded, beginning in the 2006-07 fiscal year, by a redirection of the ten million dollars (\$10,000,000) provided annually pursuant to the Budget Act of 2005, along with an additional investment of two million eight hundred eighty-six thousand dollars (\$2,886,000) annually, for a total program budget of twelve million eight hundred eighty-six thousand dollars (\$12,886,000) annually. Unencumbered funds that were appropriated in the Budget Act of 2005 may be used for capacity building and equipment in the 2006 -07 fiscal year.

(d) The Board of Governors of the California Community Colleges and the Chancellor of the California Community Colleges may award grants to community college districts with associate degree nursing programs to expand enrollment, reduce program attrition, or both. Funds shall be used only for the following purposes: expanding enrollment, providing diagnostic assessments, and developing and offering preentry coursework to prospective nursing students and diagnostic assessments and supportive services to enrolled nursing students. For purposes of this section, supportive services include, but are not necessarily limited to, tutoring, case management, mentoring, and counseling services. Funds may also be used to develop alternative delivery models such as part-time, evening, weekend, and summer program offerings. In order to qualify for these funds, a community college associate degree nursing program shall do either of the following:

(1) Have a program attrition rate, as determined by the Board of Registered Nursing's Annual School Report or the Information Program Data System of the Chancellor's Office of the California Community Colleges, of 15 percent or less for the year prior to application for funding.

(2) Commit to implement a comprehensive program of diagnostic assessment, prenursing enrollment preparation, and program-based support to enrolled students, as defined in this article.

(e) Prior to awarding any funds to be used for reducing program attrition, the chancellor's office shall do all of the following:

(1) Identify, in collaboration with community college associatedegree nursing programs, nationally validated diagnostic assessment tools that determine the likelihood of academic success in registered nursing education programs.

(2) Establish, in collaboration with community college associate degree nursing programs, the systemwide proficiency level necessary for academic success for each diagnostic assessment tool.

(3) Define the kinds of educational and support services that qualify for funding under this program.

(f) As a condition of receiving grants under paragraph (2) of subdivision (d), a community college district shall, at a minimum, do all of the following:

(1) Utilize diagnostic assessment tools prior to enrollment to determine readiness for community college associate degree nursing programs.

(2) Develop educational preentry coursework, including, but not necessarily limited to, tutorials or noncredit instruction, aligned to the entry level nursing standards and curriculum for students who fail to demonstrate readiness based upon the diagnostic assessment tools.

(3) Provide access to prenursing coursework for all students who do not demonstrate readiness based upon the diagnostic assessment tools.

(4) Require that students demonstrate readiness through the diagnostic assessment or successful completion of the prenursing coursework specified above prior to commencing the registered nursing program.

(5) Ensure that students that participate in educational preentry coursework in order to demonstrate readiness based upon the diagnostic assessment tools are not disadvantaged in the program enrollment process.

(g) As a condition of receiving grant funds pursuant to paragraph (2) of subdivision (d), each recipient district shall report to the chancellor's office the following data for the academic year on or before a date determined by the chancellor's office:

(1) The number of students enrolled in the nursing program.

(2) The number of students taking diagnostic assessments.

(3) The number of students failing to meet proficiency levels as determined by diagnostic assessment tools.

(4) The number of students failing to meet proficiency levels that enroll in preentry preparation classes.

(5) The number of students who successfully complete preentry preparation classes.

(6) The average number of months between initial diagnostic assessment, demonstration of readiness, and enrollment in the nursing program for students failing to meet proficiency standards on the initial diagnostic assessment.

(7) The average number of months between diagnostic assessment and program enrollment for students meeting proficiency standards on the initial diagnostic assessment.

(8) The number of students who completed the associate degree nursing program and the number of students who pass the National Council Licensure Examination (NCLEX).

(h) (1) Data reported to the chancellor under this article shall be disaggregated by age, gender, ethnicity, and language spoken at home.

(2) The chancellor's office shall compile and provide this information to the Legislature and the Governor by March 1 of each year.

(i) It is the intent of the Legislature that, pursuant to funding to be provided in the annual Budget Act, in the 2009-10 academic year, the California Community Colleges should increase the statewide enrollment of full-time equivalent registered nursing students by 450 and, beginning in the 2010-11 academic year and continuing each academic year thereafter, add 900 new full-time equivalent registered nursing students.

ADMINISTRATIVE SERVICES

AUGUST 14, 2007

TOPIC: REQUEST TO HOLD A PUBLIC HEARING, ADOPT A RESOLUTION AND APPROVE AN ENERGY SERVICE CONTRACT

The district wishes to hold a public hearing regarding the Energy Service Contract with Chevron Energy Solutions, L.P. for the purpose of designing, supplying and installing a fully integrated and operational solar photovoltaic (PV) parking shade structure to parking lot #16 in accordance with California Government Code Section 4217.18. At the conclusion of this hearing, the district wishes to adopt a resolution and approve the Energy Service Contract with Chevron Energy Solutions, L.P., identifying any comments with mitigation, submitted during the public hearing. The cost will be paid for through utility savings using vastly improved efficiency and alternative energy resources.

Fiscal Impact: Not to exceed \$2,955,973.00 over the next 20 years (100% from direct utility savings).

RECOMMENDATION:

1. It is recommended the Board of Trustees open and close a public hearing to accept comments regarding this Energy Service Contract.
2. It is recommended the Board of Trustees adopt the resolution and approve the Energy Service Contract with Chevron Energy Solutions, L.P. as submitted.

REFERENCE FOR AGENDA: YES

General Counsel Approval: YES X NO ___ NOT APPLICABLE ___

I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 7/24/07

I recommend the Board of Trustees approve this item



Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT APPROVING A SOLAR PARKING
SHADE STRUCTURE CONTRACT WITH CHEVRON ENERGY SOLUTIONS, L.P.**

The Victor Valley Community College District ("District") Board of Trustees ("Board") adopts this Resolution, making certain findings and approving an Energy Service Contract with Chevron Energy Solutions, L.P., for the purpose of designing, supplying and installing a fully integrated and operational solar photovoltaic (PV) parking shade structure to parking lot #16 in accordance with California Government Code Sections 4217.10 to 4217.18.

WHEREAS, California Government Code Sections 4217.10 or 4217.18, authorizes the Board to enter into an Energy Service Contract for the implementation of energy related improvements if the Board finds that it is in the best interest of the District to enter into such Energy Service Contract and that the anticipated cost to District for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absent of those purchases; and

WHEREAS, the cost to the District for the Energy Service Contract by and between the District and Chevron Energy Solutions, L.P. for the implementation of certain energy measures for thermal or electrical energy or conservation services will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absent of the implementation of the improvements under the Energy Service Contract;

THEREFORE, the Board resolves as follows:

The Board finds that (1) it is in the best interest of the Victor Valley College District to enter into an Energy Service Contract with Chevron Energy Solutions, L.P. for the implementation of a solar parking shade structure to District facilities, and (2) the anticipated cost to the District for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the District in absent of those purchases. Therefore, the Board hereby authorizes the District to execute the Energy Service Contract by and between the District and Chevron Energy Solutions, L.P. for the implementation of a solar parking shade structure to District facilities in accordance with these findings and California Government Code Section 4217.10 to 4217.18.

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the Resolution duly and regularly adopted by the Board at a meeting thereof held on the 14th day of August, 2007.

Secretary of the Board

Date



Energy Services Contract
Victor Valley College and Chevron Energy Solutions Company
Chevron ES Project #: DWCES-30337 - _ _ _
Chevron ES Contract # CU _____

ENERGY SERVICES CONTRACT

"Customer": Victor Valley College Customer Address: 18422 Bear Valley Road
Victorville, CA 92392
Contract Effective Date: August 14, 2007
Date of Energy Audit Agreement between Customer and Chevron ES: October 11, 2005 "Contract Amount" (refer to Attachment F):
\$ 1,912,813
Name of Lessor of Equipment (If Arranged by Chevron ES): Citimortgage, Inc. Estimated Construction Period: 0 Yrs. 7 Mo

This Energy Services Contract ("Contract") is made and entered into as of the Contract Effective Date by and between **Chevron Energy Solutions Company, a Division of Chevron U.S.A., Inc., ("Chevron ES")**, a Pennsylvania corporation, having its principal offices at 345 California Street, 18th Floor, San Francisco, CA 94104, and the Customer identified above, for the purposes of providing comprehensive energy services. "Chevron ES" and the "Customer" may singularly be identified as "Party" and collectively as "Parties." The attachments listed below as being attached are attached hereto and fully incorporated herein.

ATTACHMENTS TO CONTRACT

Attachment	Title	Attached	Not Applicable/ Not Attached
A	General Terms and Conditions	Attached	
B	Design/Build Terms and Conditions	Attached	
C	Customer's Facilities and Existing Equipment	Attached	
D	Scope of Work	Attached	
E	Project Schedule	Attached	
F	Progress Payment Schedule	Attached	
G	Standards of Occupancy & Control		Not Applicable
H	Energy Management and Guarantee Services		Not Applicable
I	Guaranteed Savings		Not Applicable
J	Additional On-Going Scope of Work		Not Applicable
K	Financial Proforma	Attached	
L	UtilityVision® Connectivity Requirements		Not Applicable

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers on the date first above written.

CHEVRON ES:
Chevron Energy Solutions Company, a Division of
Chevron U.S.A., Inc.

CUSTOMER:
Victor Valley Community College

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Per Resolution adopted by the Customer Board of Trustees on August 14, 2007.

APPROVED AS TO FORM:

Esq.

**ATTACHMENT A
GENERAL TERMS AND CONDITIONS**

CONTRACT RECITALS

WHEREAS, Customer owns and/or operates certain public facilities specifically described in Attachment C attached hereto and incorporated herein ("Facilities") and Customer wishes to reduce its Facilities' energy consumption and costs and improve the Facilities' energy quality/reliability by contracting to procure comprehensive energy management strategy expertise to achieve long term benefits and flexibility in managing the Customer's power and energy needs and to implement certain new and upgraded energy system related equipment and materials; and

WHEREAS, Chevron ES is a full-service energy services company with the technical capabilities to provide services to the Customer including, but not limited to, energy auditing, engineering, procurement, construction management, installation, construction, financing, training, monitoring and verification, and maintenance and operation (collectively, "Services"); and

WHEREAS, the Customer executed an Energy Audit Agreement with Chevron ES to perform a comprehensive energy analysis and present the Customer with a detailed Comprehensive Energy Analysis ("CEA") Report and recommended energy plan to implement certain Energy Conservation Measures ("ECM's"). The CEA Report identified potential energy and operational savings opportunities at the identified Customer's Facilities and identified estimated program costs to implement the recommended ECM's and presented an overall potential energy cost and consumption savings of implementing the ECM recommendations; and

WHEREAS, Customer Staff accepted Chevron ES' CEA Report and recommended ECM's and has determined that the anticipated cost to Customer to implement the recommended ECM's will be less than the anticipated cost to the Customer for thermal, electrical, and other energy and other operational and maintenance savings that would have been consumed by Customer without the implementation of the recommended ECM's in compliance with California Government Code Section 4217.10 through 4217.18; and

WHEREAS, pursuant to Section 4217.12 of the California Government Code, the Board of Trustees held a public hearing at a regularly scheduled public hearing on August 14, 2007, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, based upon the foregoing findings and public hearing, the Board of Trustees has determined that entering into an energy services contract to implement the ECM recommendations is in the best interests of the Customer and pursuant to California Government Code Section 4217.10 et seq. allows the Customer to enter into this Energy Services Contract with Chevron ES to implement the measures recommended in the ECM's; and

WHEREAS Customer has executed an Energy Services Contract on August 8, 2006 ("Phase I Contract") whereby the scope of said Contract anticipates certain wind savings which are in excess of those savings required to meet the threshold of California Government Code Section 4217.10 through 4217.18 and ;

WHEREAS Customer and Chevron ES have agreed to apply the excess savings from the Phase I Contract to the savings to be generated under the Scope of Work for this Contract in order to achieve a cashflow requested by the Customer, and;

Whereas, the Board of Trustees, by adoption of Resolution at its meeting of August 14, 2007 approved this Energy Services Contract by and between Chevron ES and the Customer and authorized the Board of Victor Valley College to execute this Energy Services Contract on behalf of the Customer.

NOW, THEREFORE, the Customer and Chevron ES hereby agree as follows:

SECTION 1. PERFORMANCE OF THE WORK

Section 1.1. **Performance of Work / Additional Terms and Conditions Governing Construction.** All the Work to be performed hereunder, including engineering, equipment and material procurement, installation, construction, and measurement & verification provided by Chevron ES, will be provided in accordance per the terms of this Contract, its attachments, and the terms of **Attachment B, "Design/Build Terms and Conditions"**, attached hereto and incorporated herein.

Section 1.2 **Scope of Work.** The Scope of Work to be provided hereunder, including all engineering, equipment and material procurement, and installation and construction, is more fully described in the Scope of Work attached hereto as **Attachment D, "Scope of Work"**.

Section 1.3 **Project Schedule/ Notice to Proceed.** The preliminary project schedule is presented in **Attachment E, "Project Schedule"** which is attached hereto and incorporated herein ("Project Schedule"). Customer will issue to Chevron ES a written Initial Notice to Proceed ("Initial Notice to Proceed" or "Initial NTP") upon confirmation of the escrowing of construction funds. Chevron ES shall begin Work within thirty (30) calendar days of Chevron ES' receipt of the Initial Notice to Proceed. Notwithstanding the foregoing, the scope of work to be provided under the NTP shall be limited to performing design and engineering for the solar Scope of Work and to the subsequent submittal of the requisite documents to DSA. Said scope of work shall not exceed \$10,000. Contractor shall at its sole discretion, have the right to terminate this Energy Services Contract if, Customer is unable to secure the necessary approvals and meet the conditions precedent set forth in the Phase I Contract for the implementation of the wind scope. If however, Customer confirms that it has met all of the conditions precedent required for the issuance of the wind scope NTP, Customer has to issue a subsequent Notice to Proceed ("NTP") under this Contract for the implementation of the solar Scope of Work.

Section 1.4 Additional Work. During the Contract Term, the Parties hereto may mutually agree to add additional Work and/or Projects to the Scope of Work by a written Change Order, executed by both Parties; and such work shall be performed in accordance with the terms and conditions of this Contract, as amended. Such Change Order work shall comply with the requirements of California Government Code Section 4217.10 through 4217.18 wherein the cost to implement the additional work shall be less than the anticipated cost to the Customer for thermal, electrical, and other energy and other operational and maintenance savings that would have been consumed by Customer without the implementation of the additional work and such additional work and Change Order must be approved by the Customer at a regularly scheduled public hearing, of which two weeks advance public notice was given regarding proposed Change Order and its subject matter.

Section 1.5 Liquidated Damages to Customer

1.5.1 Customer's Right to Liquidated Damages. The Customer and Chevron ES acknowledge and agree that if Chevron ES fails to Substantially Complete the Work of a Project within the Contract Time for such Project, the Customer will suffer as a result of Chevron ES' failure substantial losses which are both extremely difficult and impracticable to ascertain.

1.5.2 Daily Amount. If Chevron ES fails to achieve Substantial Completion of the Project within the Contract Time for Substantial Completion, Chevron ES shall pay the Customer as liquidated damages the of two hundred and fifty five (\$255) dollars per day. Liquidated damages shall be due and payable no earlier than the date that payment is due for Chevron ES' final Progress Payment following Substantial Completion of the Project.

SECTION 2. CUSTOMER'S ENERGY AND OPERATIONAL RECORDS AND DATA

Customer represents and warrants that it has furnished to Chevron ES (or shall furnish, or cause its energy suppliers to furnish, no later than ten (10) business days after the Contract Effective Date), all of its records and complete data requested by Chevron ES concerning, without limitation, energy usage, energy-related maintenance, and other related costs for the Facilities listed in **Attachment C, "Customer Facilities and Existing Equipment"**, and including without limitation the following data for at least the past twelve (12) months and, optimally, the most current thirty-six (36) month period: utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, O&M manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures presently utilized. Customer agrees that Chevron ES may rely on the foregoing data as being accurate in all respects. If requested, Customer shall also provide any prior energy audits of the Facilities, and copies of Customer's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and shall authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of Chevron ES.

SECTION 3. CONTRACT TERM

The term of the Contract shall commence on the Contract Effective Date and end upon Final Completion of the Project.

SECTION 4. PAYMENTS

Payments by Customer to Chevron ES under this Contract shall be in the form of monthly progress payments as discussed below and specifically described in **Attachment F, "Progress Payment Schedule"**.

Section 4.1. Monthly Progress Payments. Upon execution of this Contract, Chevron ES shall invoice the Customer for the Comprehensive Energy Analysis Fee plus a Mobilization Fee, as detailed on Attachment F. In addition, on or before the twentieth (20th) day of each month, Chevron ES shall submit to the Customer, or their designee, for approval its request for a monthly progress payment per the Draw Schedule in Attachment F ("Request for Payment") in a form reasonably acceptable to Customer and its lender ("Lender"). The Customer, or their designee, shall approve each Request for Payment, less a ten (10%) percent retainage amount ("Retainage"), within thirty (30) calendar days after its receipt thereof. A failure to timely approve a Request for Payment hereunder shall be a material default by Customer under this Contract. After approval of each Request for Payment by the Customer, or their designee, such Request shall be submitted to Lender who shall pay such amount from an escrow account set up for this Contract to make such payments. Each Monthly Progress Payment shall be made on or before the tenth (10th) day after such Request for Payment was received by Lender from Customer. Upon Substantial Completion, the retainage amount shall be reduced to five (5%) percent, and Chevron ES shall invoice and Customer shall pay this amount. Customer shall pay Chevron ES the remaining five (5%) percent retainage upon achieving Final Completion.

Section 4.2. Final Payment. The final Request for Payment may be made after the Final Completion date and shall include conditional waivers and releases from Chevron ES and its subcontractors. Final Payment amount shall also include payment to Chevron ES for the remaining five (5%) percent retainage amounts withheld by Customer.

Section 4.3. Disputed Invoices/Late Payments. If Customer disputes any Request for Payment, or part thereof, or any supporting documentation related thereto, or otherwise disputes any Request for Payment as provided in Section 4.5 below, Customer shall make full payment to Chevron ES when required in Section 4.1 above, less any portions of the Request for Payment amount in dispute, and shall provide to Chevron ES a written explanation of the basis for the dispute and the amount of the Request for Payment being withheld related to the dispute, no later than the Due Date. Customer shall be deemed to have waived and released any dispute known to it with respect to a bill if such written explanation is not provided within thirty (30) calendar days after the Due Date. If any amount disputed by Customer is finally determined to be due to Chevron ES, either by agreement between the Parties or as a result of dispute resolution pursuant to Section 16 below, it shall be paid to Chevron ES within ten (10) business days of such final determination, plus reasonable interest at an interest rate agreed upon by the parties hereto ("Interest").

Section 4.4 Rebate Programs. On behalf of the Customer, Chevron ES shall prepare and submit to the applicable agencies all applications and documentation necessary for the listed energy efficiency rebate, incentive, and/or loan program(s) ("Incentive Funds") shown on **Attachment K, Financial Proforma**. While Chevron ES has extensive experience in assisting Customers with procuring Incentive Funds for our Customers, and does not foresee any reason why such Incentive Funds identified in Attachment K will not be obtained by the Customer for this Project, Chevron ES cannot guarantee that these Incentive Funds will be received by the Customer. Procurement, or lack thereof, of these Incentive Funds will not alter the Contract Amount of this Contract, or payment timeline associated with standard progress invoicing and payments.

Section 4.5 Annual Guarantee Fee. If applicable as identified in Attachment F, the First Year's Annual Guarantee Fee shall be invoiced by Chevron ES to the Customer in a lump sum on the M&V Commencement Date. All subsequent Annual Guarantee Fees will be billed annually on the anniversary of the Measurement & Verification ("M&V") Commencement Date. The Customer, or their designee, shall approve each Request for Payment, without any retention amount withheld, within thirty (30) calendar days after its receipt thereof. A failure to timely approve a Request for Payment hereunder shall be a material default by Customer under this Contract.

SECTION 5. WARRANTY/LIMITATION OF LIABILITY

Chevron ES warrants its workmanship provided hereunder, including its subcontractors' workmanship, shall be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("Chevron ES Warranty"). All warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, shall terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, Chevron ES will have no liability for breach of any warranty. . Equipment and material warranties that exceed the one (1) year warranty period shall be provided directly by the equipment and/or material manufacturers and such warranties shall be assigned directly to the Customer, after the one (1) year period. During the one (1) year Chevron ES warranty period, Chevron ES shall be the Customer's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the one (1) year Chevron ES warranty period, Chevron ES, or Chevron ES' subcontractors, will correct its defects, and/or Chevron ES will work with the equipment or material manufacturer as the Customer's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services shall be performed in a timely manner and at the reasonable convenience of the Customer. This warranty expressly excludes any remedy for damage or defect caused by improper use, improper or inadequate maintenance, operations of the installed equipment by users other than Chevron ES or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized Chevron ES subcontractor, improper operation, or normal wear and tear under normal usage. If a warranty issue arises on any equipment or material installed after the one (1) year Chevron ES warranty period, and the equipment or material has a warranty period that exceeds one (1) year, the Customer shall contact the manufacturer directly to resolve such warranty issues and Customer acknowledges that the manufacturer shall have sole responsibility for such issues.

EXCEPT FOR THE WARRANTY AND GUARANTEES PROVIDED IN SECTION 5 HEREIN, CUSTOMER EXPRESSLY AGREES THAT CHEVRON ES MAKES NO OTHER WARRANTIES AND ASSUMES NO OTHER LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, DIRECTLY IN CONNECTION WITH THE SALE AND INSTALLATION OF EQUIPMENT AND MATERIALS PROVIDED HEREUNDER WHETHER EXPRESS OR IMPLIED, IN LAW OR IN COMMUNICATION BETWEEN CHEVRON ES AND CUSTOMER. CHEVRON ES SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL HAVE NO REMEDIES AGAINST EITHER CHEVRON ES OR ANY CHEVRON ES SUBCONTRACTOR FOR ANY DEFECTIVE WORK INSTALLED EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH EQUIPMENT IN ACCORDANCE WITH THE WARRANTY INDICATED ABOVE. SPECIFICALLY, CHEVRON ES, OR CHEVRON ES' SUBCONTRACTOR, SHALL NOT BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

SECTION 6. GOVERNMENTAL PERMITS AND APPROVALS; COORDINATION

Section 6.1. Permits and Approvals. Customer will cooperate fully with and assist Chevron ES in obtaining all permits and approvals required under this Contract. Chevron ES is responsible for obtaining permits and approvals, required for the building, installation, and start-up of the Work hereunder which are required as of the date of approval of this contract by the Customer. The Customer shall be responsible for obtaining any other permits or approvals that may be required, including annual operating permits as applicable.

Section 6.2. Coordination During Installation. Customer and Chevron ES shall cooperate to coordinate the activities of Chevron ES and Chevron ES' subcontractors and suppliers with those of Customer, its employees, and agents. Chevron ES will use reasonable efforts not to interfere with the performance of business activities conducted by Customer or its employees without prior written approval of Customer, which shall not be unreasonably withheld.

SECTION 7. MEASUREMENT AND VERIFICATION SERVICES / COST SAVINGS GUARANTEES

Not applicable.

SECTION 8. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 8.1. Ownership of Certain Proprietary Property Rights. Customer shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary

rights, or similar items of property which are or may be used in connection with the equipment. Chevron ES shall grant to Customer a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for Customer to continue to operate, maintain, and repair the equipment in a manner that will yield maximal energy consumption reductions.

Section 8.2. Ownership of Any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the Customer even if it is replaced or its operation made unnecessary by work performed by Chevron ES pursuant to this Contract. If applicable, Chevron ES shall advise Customer in writing of all equipment and materials that will be replaced at the Facilities and Customer shall, within five (5) business days of Chevron ES' notice, designate in writing to Chevron ES which replaced equipment and materials that should not be disposed of off-site by Chevron ES (the "Retained Items"). It is understood and agreed to by both Parties that Customer shall be responsible for and designate the location and storage for the Retained Items. Chevron ES shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Chevron ES shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. Chevron ES shall not be responsible for the removal and/or disposal of any Hazardous Materials or substances except as required by the Scope of Work attached hereto.

SECTION 9. LOCATION AND ACCESS

Customer will provide sufficient space at the Facilities for the performance of the Work and the installation, storage, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. Customer shall provide access to the Facilities, including parking permits and identification tags, for Chevron ES and subcontractors to perform its Work hereunder during regular business hours, or such other reasonable hours as may be requested by Chevron ES and acceptable to Customer. The Customer shall also either provide a set or sets of keys to Chevron ES and its subcontractors (signed out per Customer policy) or provide a readily available security escort to unlock and lock doors. Customer shall not unreasonably restrict Chevron ES' access to Facilities to make emergency repairs or corrections as it may determine are needed.

SECTION 10. INDEMNIFICATION / INSURANCE / BONDS

Section 10.1. Indemnification. To the full extent permitted by law, each Party shall indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including reasonable attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity in whole or in part, arising out of that Party's activities hereunder, including the activities of other persons employed or utilized by that Party in the performance of this Contract excepting liabilities due to the negligence or willful misconduct of the indemnified Party. This indemnification obligation is not limited in any way by any limitations of any insurance held or provided by Chevron ES and shall continue to bind the parties after termination/completion of this Contract.

Section 10.2 Waiver of Consequential Damages and Limitation of Liability. Either Party will be liable to the other Party for consequential damages, up to \$200,000, however only if caused by the Party's breach of Contract, negligence, or willful misconduct, and only if the consequential damages are proven and documented by an arbitrator or other mutually agreed upon objective, reputable third party. "Consequential damages" includes, but is not limited to, operational losses in the performance of business including lost revenues and any increase in operating expense, and any lost profits. It is expressly understood and agreed to by both Parties that each Party's liability to the other shall be limited to reimbursement of only those Losses arising from a Party's breach of this Contract, negligence or willful misconduct. "Losses" means claims, actions, direct damages, liabilities, costs and/or expenses (including reasonable attorneys' fees).

Section 10.3 Chevron ES Insurance. Chevron ES shall maintain, for the duration of this Contract, the insurance coverage outlined in (i) through (vii) below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to Customer on an annual basis, prior to policy expiration, via a Certificate of Insurance or a Self Administered Claims Letter.

(i) Workers' Compensation/Employers Liability for states in which Chevron ES is not a qualified self-insured. Limits as follows:

- * Workers' Compensation - Statutory
- * Employers Liability -
 - Bodily Injury by accident \$1,000,000 each accident
 - Bodily Injury by disease \$1,000,000 each employee
 - Bodily Injury by disease \$1,000,000 policy limit

(ii) Commercial General Liability insurance with limits of :

- * \$1,000,000 per occurrence for Bodily Injury and Property Damage
- * \$1,000,000 General Aggregate - other than Products/Completed Operations
- * \$1,000,000 Products/Completed Operations Aggregate
- * \$1,000,000 Personal & Advertising Injury
- * \$ 100,000 Fire Damage

Coverage to be written on a Claims-made form. Coverage to be at least as broad as ISO form CG 002 (07/98), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard.

(iii) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an Occurrence form.

- (iv) Professional Liability insurance with limits of:
- * \$1,000,000 per occurrence
 - * \$1,000,000 aggregate

Coverage to be written on a Claims-made form.

- (v) Excess Liability insurance. Limits as follows:
- * \$1,000,000 each occurrence
 - * \$1,000,000 aggregate

Coverage to be written on a Claims-made form. Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability, Auto Liability and Professional Liability. Coverage terms and limits to also apply in excess of those required for Employers Liability.

- (vi) Policy Endorsements.

- * The insurance specified in clause 10.3(i) above shall contain waivers of subrogation rights against Customer.
- * The insurance provided for Commercial General Liability and Auto Liability above shall:
 - (a) include the Customer as an additional insured with respect to Work performed under this Contract, and
 - (b) provide that the insurance is primary coverage with respect to all insureds and shall not be considered contributory insurance with any insurance policies of the Customer.

(vii) In lieu of any insurances required in this Section, Chevron ES may self insure hereunder and use a Self Administered Claims Program for this purpose. Chevron ES will notify Customer in writing 30 days prior to cancellation of the Self Administered Claims Program.

Section 10.4 Performance and Payment Bonds. Prior to commencing Work under this Contract, Chevron ES shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount, and a Payment Bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Contract Amount (collectively "Contract Bonds"). The Contract Bonds shall be maintained in full force and effect until Final Completion. The bonds are not being furnished to cover the performance of any energy guaranty or guaranteed savings under this Contract. The Contract Bonds shall be maintained in full force and effect until the expiration of the statutory time for claimants to make a demand for payment or a notice to bring a stop notice action against the Contract Bonds by notifying CHEVRON ES, CUSTOMER or the Surety¹ ("**Bond Termination Date**"). Provided that no claims have been filed by such Bond Termination Date (in which event the Contract Bonds must remain in full force and effect until such claims have been resolved), CUSTOMER agrees that upon such Bond Termination Date, the Bonds shall be released and all obligations arising thereunder shall be terminated. The surety supplying the bond shall be an "admitted surety insurer," as defined by Section 995.120 of the Code of Civil Procedure authorized to do business in the State of California, and reasonably satisfactory to Customer. AIA bond forms will be used.

SECTION 11. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 11.1 Force Majeure Events. Neither Party shall be considered to be in default in the performance of any material obligation under this Contract (other than the obligation to make payments) when a failure of performance shall be due to an event of Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome. A list of Force Majeure events are listed in the Definition section of **Attachment B, "Design/Build Terms and Conditions"** attached hereto. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Contract by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party.

Section 11.2 Utility Work. Customer expressly understands and agrees that the definition "Force Majeure" above also includes any Interconnection Facilities work that may need to be performed by the local Utility ("Utility") in order for Chevron ES to fully implement the Project. "Interconnection Facilities" shall mean any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under a separate contract between Customer and the Utility.

SECTION 12. EVENTS OF DEFAULT

Section 12.1. Events of Default by Customer. Each of the following events or conditions shall constitute an "Event of Default" by Customer:

- (i) any failure by Customer to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Customer demanding that such failure to perform be cured; provided that (i) such failure to perform shall not be deemed a default hereunder if it is due to causes

beyond the control of Customer pursuant to Section 11 above; and (ii) if such cure cannot be effected in thirty (30) calendar days, Customer shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or

(ii) any representation or warranty furnished by Customer in this Contract which was false or misleading in any material respect when made; or

(iii) any failure by Customer to pay any amount to Chevron ES which is not paid within ten (10) days of written notice from Chevron ES that the amount is past due.

Section 12.2. Events of Default by Chevron ES. Each of the following events or conditions shall constitute an "Event of Default" by Chevron ES:

(i) any failure by Chevron ES to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Chevron ES demanding that such failure to perform be cured; provided that (i) such failure to perform shall not be deemed a default hereunder if it is due to causes beyond the control of Chevron ES pursuant to Section 11 above, and (ii) if such cure cannot be effected in thirty (30) calendar days, Chevron ES shall be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or

(ii) any representation or warranty furnished by Chevron ES in this Contract which was false or misleading in any material respect when made; or

(iii) any lien or encumbrance is placed upon the equipment by any subcontractor, laborer, or supplier of Chevron ES, which is not timely removed by Chevron ES; provided that Chevron ES has been duly paid for the Work and such lien or encumbrance is not the result of any act or failure to act of Customer.

SECTION 13. REMEDIES UPON DEFAULT

Section 13.1. Remedies upon Default by Customer. If an Event of Default by Customer occurs, Chevron ES will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to Section 16 below including, without limitation, terminating this Contract or recovering amounts due and unpaid by Customer, and/or damages which shall include Chevron ES' reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and; loss of anticipated payment obligations; legal fees and arbitration costs; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest (as defined in Attachment B, Article 1) on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 13.2. Remedies Upon Default by Chevron ES. If an Event of Default by Chevron ES occurs, Customer shall be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to Section 16 below, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by Chevron ES and/or damages, which shall include Customer's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; legal fees and arbitration costs; and any payment or delivery required to have been on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

SECTION 14. ASSIGNMENT

Section 14.1. Assignment. This Contract may not be assigned by either party in whole or in part without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided however, that Chevron ES may assign this Contract and all related contracts without the consent of Customer (i) to an affiliate; (ii) to an entity that is controlled by, controls, or is under common control with Chevron ES; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law; and provided further that Chevron ES may assign its rights, but not its obligations, under this Contract and all related contracts without the consent of Customer to (x) a lender providing financing to Chevron ES, or (y) a special purpose entity that is an affiliate of or is controlled by such lender. This Contract will be binding on, enforceable by, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.

SECTION 15. SUBCONTRACTORS

Section 15.1 Authority to Subcontract. Chevron ES may delegate its duties and performance under this Contract, and shall have the right to enter into agreements with any subcontractors and other service or material providers as Chevron ES shall select in its discretion to perform the Work hereunder. Chevron ES shall not be required to enter into any subcontracts with parties whom Chevron ES has not selected or subcontractors whom Chevron ES has objection to using.

Section 15.2 Prompt Payment of Subcontractors. Chevron ES shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of the law from arising against any Customer property, against the contractor's rights to payments hereunder, or against Customer.

Section 15.3 Responsibility. Chevron ES shall, at all times, be responsible for the negligent acts, errors and/or omissions of its subcontractors and agents. Nothing in this Contract shall constitute any contractual relationship between any others

and the Customer or any obligation on the part of the Customer to pay, or to be responsible for the payment of, any sums to any Chevron ES subcontractors.

Section 15.4 Prevailing Wages. All employees of Chevron ES and Chevron ES' subcontractors performing Work for this Project shall be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed, in accordance with the requirements of California Labor Code Section 1771.

SECTION 16. DISPUTE RESOLUTION

Section 16.1 Dispute Resolution. In the event of a dispute, claim, or controversy arising out of or in connection with this Contract, Public Contract Code 20104 resolution language will be used.

SECTION 17. REPRESENTATIONS AND WARRANTIES

Each Party warrants and represents to the other that:

(i) it has all requisite power, authority, licenses, permits, or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

(ii) the execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, Chevron ES' Board of Directors and Customer's governing entity, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(iii) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a Party or by which it or its properties may be bound or affected; and

(iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

SECTION 18. WAIVER OF LIENS

Upon request from Customer, Chevron ES shall provide Customer with Progress Payment Waivers and Releases for Work Chevron ES has been paid up to that date. Upon receipt by Chevron ES of final payment for the Work (including payment of any retentions), Chevron ES will provide Customer with a Final, Unconditional Waiver and Release.

SECTION 19. TERMINATION

Section 19.1 Termination for Cause. If there is an Event of Default by either Party under this Contract, pursuant to the provisions of Section 12 unless such Event of Default has been cured within the applicable time periods for a cure set forth in such Section 12 in addition to the remedies provided for in Section 13 the non-defaulting Party may terminate this Contract by providing ten (10) business days' notice to the defaulting Party in the case of a monetary default and fifteen (15) business days' notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party shall promptly return to the other all papers, materials, and property of the other held by such Party in connection herewith. Each Party shall also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If the Contract is so terminated, Chevron ES shall be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 19.2 Termination for Convenience. Both Chevron ES and Customer have the right to terminate this Contract upon mutual written agreement by both Parties hereto. If the Contract is so terminated by mutual agreement, Chevron ES shall be entitled to payment for all Work performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

SECTION 20. CONSTRUCTION OF CONTRACT

This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the intent of the Parties when such Contract was executed.

SECTION 21. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract shall apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

SECTION 22. INDEPENDENT CONTRACTOR

The Parties hereto agree that Chevron ES, and any agents and employees of Chevron ES, its subcontractors and/or consultants, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of Customer.

SECTION 23. NO WAIVER

The failure of Chevron ES or Customer to insist upon the strict performance of the terms and conditions of this Contract shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of Chevron ES or Customer.

SECTION 24. SEVERABILITY

In the event that any clause or provision of this Contract or any part thereof becomes or shall be declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract shall continue in full force and effect without said provisions, provided that no such severability shall be effective if it materially changes the benefits or obligations of either Party hereunder.

SECTION 25. ORDER OF PRECEDENCE

This Contract, when executed, together with all Attachments, shall constitute the entire Contract between the Parties; and the Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. If there are any inconsistencies between the Contract, Attachments, and Construction Documents as defined in the General Terms and Conditions for Implementation and Construction, these inconsistencies shall be resolved by giving precedence in the order listed below:

- (1) Energy Services Contract
- (2) Attachment A - "General Terms and Conditions"
- (3) Attachment D - "Scope of Work"
- (4) Attachment C - "Customer's Facilities and Existing Equipment"
- (5) Construction Documents
- (6) Attachment B - "Design/Build Terms and Conditions"
- (7) Attachment G - "Standards of Occupancy & Control"
- (8) Attachment F - "Progress Payment Schedule"
- (9) Attachments H & I - "Energy Management and Guarantee Services" and "Guaranteed Savings"
- (10) Attachment E - "Project Schedule"
- (11) Attachment K - Financial Proforma
- (12) Attachment L - "UtilityVisionSM Connectivity Requirements"
- (13) Comprehensive Energy Analysis

SECTION 26. APPLICABLE LAW

This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of California.

SECTION 27. NOTICE

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO CHEVRON ES: Chevron Energy Solutions Company
 150 E Colorado Blvd. Ste 360
 Pasadena, CA 91105
 Tel: 626-304-4729
 Fax: 626-304-4701
 Attention: Pam Aytar, Project Manager

With a COPY TO: Legal Department
 Chevron Energy Solutions Company
 345 California Street, 18th Floor
 San Francisco, CA 94104-2624
 Tel: 415-733-4500
 Fax: 415-733-4957
 Attention: Contract Administrator

TO CUSTOMER: Director
 _____ Agency

 Street Address
 City, CA zip
 Tel:
 Fax:
 Attention:

With a COPY TO: Office of _____

 Street Address

City, CA zip
Tel:
Fax:
Attention:

SECTION 28. HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

SECTION 29. CONFLICTS OF INTEREST

Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, no Party nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, no Party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any Affiliate of another Party, unless such person is acting for and on behalf of the other Party or any such Affiliate. A Party shall promptly notify the other Parties of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the Party against whom it was charged. Any representative of any Party, authorized by that Party, may audit the records of the other Parties related to this Contract, including the expense records of the Party's employees involved in this Contract, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this Section.

SECTION 30. CREDITWORTHINESS

If, at any time, Customer's credit rating falls below investment grade as defined by Moody's Investors Services (or other nationally-recognized independent rating agency), Customer agrees to provide Chevron ES with current information regarding its creditworthiness upon the request of Chevron ES. At its sole option, Chevron ES may then require Customer to make prepayment. If Customer deposits the contract amount into a third-party escrow account with an escrow agent and agreement acceptable to Chevron ES, then the terms of this paragraph are not applicable.

SECTION 31. GREENHOUSE GAS REDUCTIONS

As authorized by Section 1605(b) of the Energy Policy Act of 1992 (42 U.S.C. 13385(B)) the U.S. Department of Energy has issued, and may issue in the future, guidelines for the voluntary reporting of Greenhouse Gas emissions ("DOE Guidelines"). "Greenhouse Gases" shall mean those gases and other particles as defined in the DOE Guidelines. Customer will hereby obtain any Greenhouse Gas emission reduction credits that result from the Work under this Contract.

ATTACHMENT B DESIGN/BUILD TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

For purposes of the Energy Services Contract, and its Attachments, the defined terms herein shall have the meaning set forth as follows:

1. **Applicable Laws:** "Applicable Laws" shall mean all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency, or other authority having jurisdiction over the performance of the Work, as may be in effect at the time the Work is undertaken.
2. **Applicable Permits:** "Applicable Permits" shall mean all permits, waivers, authorizations, or licenses issued or required to be issued by any federal, state, county, local, or other governmental body, agency, or other authority having jurisdiction over the performance of the Work, as may be in effect at the time the Work is undertaken.
3. **Beneficial Use:** "Beneficial Use" shall mean when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are being used for their intended purpose. A Certificate of Beneficial Use, which identifies when Customer took Beneficial Use of the Work, shall be prepared and issued by Chevron ES to the Customer and Subcontractor. Beneficial Use of equipment/systems criteria shall be established as defined in Attachment D, "Scope of Work" attached hereto.
4. **Change:** "Change" shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the Scope of Work that is specified by the Contract. An unforeseen condition experienced by Chevron ES during the course of the Work is included within the definition of "Change".
5. **Change Order:** "Change Order" shall mean a written document signed by both Chevron ES and the Customer that authorizes Chevron ES to perform a change and/or modification to the Scope of Work. The Change Order shall modify the Scope of Work and shall identify: (1) the change and/or modification to the Scope of Work; (2) any additional compensation to be paid to Chevron ES to perform such change and/or modification; and (3) any extensions of Time to the Project Schedule to perform such change and/or modification.
6. **Claims:** "Claims" shall mean any and all actions, claims, losses, damages, expenses, or liabilities of either party arising from or as a result of these Terms and Conditions, the Contract, any addenda to the Contract, and/or Change Orders.
7. **Construction:** "Construction" shall mean any Work to be performed that involves any and all construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.
8. **Construction Documents:** "Construction Documents" shall mean the final designs, drawings, and specifications that are used for construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to the Contract and its Attachments.
9. **Contract:** "Contract" shall mean the Contract and all Attachments attached thereto which are incorporated therein, as it may be amended or modified from time to time in accordance with the provisions thereof.
10. **Contract Amount:** "Contract Amount" shall mean the amount of compensation that shall be paid by Customer to Chevron ES for performing the Work in accordance with the Scope of Work, attached hereto as Attachment D.
11. **Contract Term:** The "Contract Term" shall commence on the Contract Effective Date and cease upon Final Completion.
12. **Contract Documents:** "Contract Documents" shall mean the Energy Services Contract, its Attachments, Construction Documents, Change Orders, and any amendments thereto.
13. **Contract Effective Date:** "Contract Effective Date" shall mean the date the Contract is fully executed and is in full force and effect.
14. **Excusable Delay:** "Excusable Delay" shall mean Chevron ES shall be entitled to an extension of Time and/or additional compensation caused by an Excusable Delay that shall be defined as (1) by an act or failure to act of, or other delay caused by, Customer or its agents or employees; (2) by failures of any governmental authorities to make timely inspection of the Work or by unanticipated efforts necessary to secure governmental approvals for the Project; (3) by delays resulting from the securing of permits for the Work; (4) by labor disputes, fire, vandalism, delay in manufacturing and deliveries; (5) by adverse weather conditions not reasonably anticipated; (6) by unforeseen site conditions, including discovery or existence of Hazardous Substances; (7) by unavoidable casualties or other causes beyond Chevron ES' control; (8) by delays caused by processing Change Orders requested by or agreed to by Customer, or resulting from the implementation of any Change Order; or (9) by delay caused by pending arbitration, or (10) any other cause outside Chevron ES' control.
15. **Final Completion:** "Final Completion" shall mean when 100% of the engineering and construction Work as identified in the Scope of Work has been completed, including completion of all required training, and delivery to the Customer of the final close-out documentation (as-built drawings, O&M Manuals, and warranty documentation). A Certificate of Final Completion may be executed for an individual subcontract, a specific building, or a portion of the Work. A Certificate of Final Completion will be executed at the Final Completion of the entire Work. If applicable, Customer will file a Notice of Completion after execution of the Certificate of Final Completion of the entire Work.

16. **Force Majeure:** "Force Majeure" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome, including acts of God and the public enemy; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local Utility; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, strikes, labor or material shortages, delay in manufacturing and deliveries of equipment; sabotage; restraint by court order or public authority (whether valid or invalid), and/or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of the Party asserting the Force Majeure.
17. **Hazardous Substances:** "Hazardous Substances" shall mean any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (i) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 United States Code ("U.S.C."), Section 6901 et seq.), as amended, and regulations promulgated thereunder; (ii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in U.S.C. Section 9601 et seq.), as amended and regulations promulgated thereunder; and (iii) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.
18. **Installation:** "Installation" shall mean the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.
19. **Interest:** "Interest" shall mean interest calculated at the lesser of the per annum rate of interest announced from time to time by Citibank, at its "prime" rate for commercial loans plus two percent (2%) or the maximum rate permitted by Applicable Laws.
20. **Losses:** "Losses" shall mean claims, actions, damages, losses, liabilities, costs, and/or expenses including reasonable attorney's fees.
21. **Material Changed Condition:** "Material Changed Condition" shall mean one or more of the following conditions that impact the Project Schedule and/or the Contract Amount: (i) parties outside the control of Chevron ES caused delays in Project Schedule; (ii) the discovery of differing and unexpected site conditions not previously disclosed by Customer and could not have been readily discoverable by Chevron ES prior to start of Work; (iii) the discovery of Hazardous Substances not previously disclosed; (iv) adverse weather conditions not reasonably anticipated; (v) delay in equipment and material deliveries outside Chevron ES' control; and (vi) any other condition that could not have been reasonably anticipated by the Parties and is outside Chevron ES' control.
22. **Party or Parties:** "Party" or "Parties" shall mean Chevron ES, Customer, each or both of them, as the context may require pursuant to the terms and conditions of the Contract.
23. **Project:** "Project" shall mean the entirety of Work to be performed by Chevron ES pursuant to the terms and conditions of the Scope of Work, and any Change Orders, as well as all efforts of Customer, and other entities, all as an integrated whole.
24. **Project Location:** "Project Location" shall mean that area or areas where the Project materials and equipment and any other energy related equipment as described in the Scope of Work shall be performed and/or installed.
25. **Scope of Work:** "Scope of Work" shall mean the Work to be performed hereunder by Chevron ES, and/or Chevron ES' subcontractors, pursuant to the Scope of Work (as amended by Change orders), attached hereto as Attachment D, and in accordance with the terms and conditions of the Contract and its Attachments, as amended.
26. **Substantial Completion:** "Substantial Completion" shall mean the stage in the progress of the Work or portion of the Work, where the Work or portion of the Work is sufficiently complete in accordance with the Contract Documents so that Customer can utilize and take beneficial use of the Work for its intended use or purpose. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.
27. **Time:** "Time" shall mean the time period within which Chevron ES shall complete the Work in accordance with the Project Schedule.
28. **Work:** "Work" shall mean the design, procurement, installation and/or construction required for the Project and includes all labor necessary to produce such services, all materials, fabrication, assemblies, and equipment incorporated or to be incorporated in such construction necessary to achieve Final Completion of the Project, including such materials and equipment which may be consumed or use but not actually incorporated in such construction. The Work may include design, supplying, installing, constructing, maintaining, operating, and warranting certain materials and equipment, and providing any other energy-related services specified in the Scope of Work.

ARTICLE 2. PROJECT IMPLEMENTATION - GENERAL

1. **Project Meetings/Status Updates.** During the Design and Construction Phases of the Project, Chevron ES will notify Customer in advance of all regularly scheduled meetings with Chevron ES and its engineering and other subcontractors that relate to the design and construction of the Project. Also during the course of Work, Chevron ES will periodically provide reports to Customer of the general status and progress of the Work.
2. **Project Location Access.** Customer hereby grants to Chevron ES, without cost to Chevron ES, all rights of ingress and egress at the Project Location identified in the Scope of Work, necessary for Chevron ES to perform all Work and provide all services contemplated by the Contract and the Scope of Work. Chevron ES shall provide 24 hour advanced notice to Customer for access to any Customer Facilities.
3. **Project Schedule.** The Project Schedule attached hereto as Attachment E, "Project Schedule", is a preliminary, estimated Project Schedule. During the course of Project implementation, both the Customer and Chevron ES shall perform their respective obligations in an expeditious manner that is consistent with reasonable skill and care for the type of project described in the Scope of Work and in

keeping with the orderly progress of the Work pursuant to the terms of the Scope of Work. The estimated Project Schedule will be finalized during the completion of the Construction Documents, provided that such Final Schedule will be subject to amendment and revision to take into account any Excusable Delays (as defined herein). Subject to any such Excusable Delays, Chevron ES and its subcontractors shall work diligently to implement the Project in accordance with the Project Schedule and Chevron ES shall notify Customer in writing regarding any and all revisions to the Project Schedule necessitated by such delay.

ARTICLE 3. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT.

1. General Provisions.

- (a) As soon as possible after the Contract Effective Date, Chevron ES will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work identified in Attachment D.
- (b) Upon the issuance of the Notice to Proceed and upon completion of the design phase, Chevron ES shall order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the Project Schedule.
- (c) Customer shall designate a single-point representative with whom Chevron ES shall consult on a reasonable, regular basis and who is authorized to act on Customer's behalf with respect to the Project design. Customer's representative shall render decisions in a timely manner with regard to any documents submitted by Chevron ES and to other requests made by Chevron ES in order to avoid unreasonable delay in the orderly and sequential progress of Chevron ES' design services.
- (d) Within ten (10) business days of Chevron ES' request, Customer shall:
 - 1) furnish all surveys or other information in Customer's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
 - 2) disclose any prior environmental review documentation and all known information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location where the Work will be performed pursuant to the Scope of Work;
 - 3) supply Chevron ES with all relevant information in Customer's possession, including any as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed pursuant to the Scope of Work; and
 - 4) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location site essential to the execution of the Work.
- (e) All information furnished pursuant to this section shall be supplied at Customer's expense, and Chevron ES is entitled to rely upon the accuracy and completeness of all information provided. Customer acknowledges that any failure to provide the information specified in subsection (d) above to Chevron ES may result in an Excusable Delay as defined herein.
- (f) In the event that any information is disclosed under this section that constitutes a Change to the Work and/or is a Material Changed Condition, Chevron ES will provide notice to Customer within ten (10) business days after receipt of this information, and the parties will meet and confer with respect to those Changes. If Customer authorizes a Change Order, Chevron ES shall be compensated, and receive an extension of Time for performance, if necessary, to perform the additional Work in accordance with Terms and Conditions. If the parties are unable to agree on whether Customer's disclosed information constitutes a Change to the Work or a Material Changed Condition, those disputes shall be resolved in accordance with Section 16 of Attachment A of the Contract.
- (g) Chevron ES contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a Pre-Existing Condition by the Customer prior to the execution of the Contract. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the execution of the Contract shall constitute a valid basis for a Change Order pursuant to these Terms and Conditions.

2. Review of Construction Documents.

- (a) Chevron ES will prepare and submit all designs, drawings, and specifications to the Customer for review. Customer shall review the documents and provide any comments in writing to Chevron ES within ten (10) business days after receipt of documents. Chevron ES will incorporate appropriate Customer comments into the final designs, drawings, and specifications, as applicable. The terms and conditions of any permit approvals required for the Project will be provided. Chevron ES reserves the right to issue the designs, drawings, and specifications in phases to allow the construction to be performed in phases. If Customer fails to provide written comments within the ten (10) business day period, Customer shall be deemed to have accepted and approved the documents.

3. Permits and Approvals. The respective obligations of the Parties in obtaining permits and approvals are as specified in Section 6 of Attachment A of the Contract. Customer shall agree to any nonmaterial changes to the designs, drawings, and specifications required by any governmental authority having jurisdiction over the Work. The Contract Amount provided for in the Scope of Work shall be increased by any additional cost incurred by Chevron ES due to a change required by a governmental authority and the time required to complete the Work pursuant to the Project Schedule will be increased by the number of additional days required to complete the Work because of a governmentally imposed change in the Project.

4. Changes During Final Design Phase. If during the design phase Customer requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, as defined in Article 1 above, Customer shall be responsible for payment of the extra costs caused by such modifications and/or changes. Valid bases for additional compensation and/or Time extension include, but are not limited to: (i) Customer requests changes and/or modifications to the Project Scope of Work

during the Project Design Phase; (ii) Customer caused delays during Chevron ES' design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain certain permits; (vi) damage to any equipment or other Work installed by Chevron ES caused by the act or omission of Customer, its agents or employees; (vii) changes and/or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (viii) any other condition that would not reasonably have been anticipated by Chevron ES that modifies and/or changes the Scope of Work that increases the agreed upon Contract Amount or increases in the Time needed to complete the Work identified in the Scope of Work.

ARTICLE 4. CONSTRUCTION PHASE.

1. **General Provisions.** Upon securing necessary permits, pursuant to Section 6 of Attachment A of the Contract, and acceptance and approval of Final Construction Documents by Customer, Chevron ES will commence the construction of the Project in accordance with the Final Construction Documents. The construction will be performed by Chevron ES and/or one or more licensed subcontractors qualified to perform the Work. The construction will be performed in accordance with all Applicable Laws and Applicable Permits.
2. **Chevron ES' Responsibilities During Construction Phase.**
 - (a) As an independent contractor to Customer, Chevron ES will be responsible for providing, or causing to be provided by Chevron ES' subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work as defined in the Scope of Work and any Change Orders. Chevron ES is hereby required to purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the Project Schedule. Chevron ES will also be responsible for all means, methods, techniques, sequences, and procedures employed for the construction required by the final Construction Documents.
 - (b) Chevron ES will make all reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to Customer's operations at the Project Location. Chevron ES will provide at least thirty (30) calendar days written notice to Customer of any planned power outages that will be necessary for the construction. Chevron ES will cooperate with Customer in scheduling such outages, and Customer agrees to provide its reasonable approval of any scheduled outage.
 - (d) Chevron ES will be responsible for initiating and maintaining safety precautions and programs in connection with its construction of the Project. Chevron ES will take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (1) employees of Chevron ES and subcontractors performing Work under this Contract; (2) Chevron ES' property and other materials to be incorporated for the Project, under the care, custody, and control of Chevron ES or its subcontractors; and (3) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. Chevron ES will not be responsible for Customer's employees' safety unless Chevron ES' negligence in the performance of its Work is the proximate cause of the employee's injury.
 - (e) Based on the final Construction Documents, Chevron ES will obtain required building permits for Project Construction. Customer will cooperate with Chevron ES in securing such permits.
 - (f) Chevron ES will maintain in good order at the Project Location copies of the Scope of Work, all Change Orders, the Contract (with all Attachments), one record copy of all drawings, specifications, product data, samples, manufacturer's operation & maintenance manuals, and other pertinent construction-related documents.
 - (g) **Systems Startup and Equipment Commissioning.** Chevron ES shall provide notice to Customer of any scheduled test(s) of installed equipment, and Customer and/or its designees shall have the right to be present at any or all such tests conducted by Chevron ES, any subcontractor, and/or manufacturers of the equipment. Chevron ES shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that Chevron ES provided and installed that may be observed during equipment commissioning procedures.
 - (h) The following duties shall be performed by Chevron ES:
 - Organize and conduct a pre-construction meeting with the Customer and each subcontractor.
 - Organize and conduct regularly scheduled progress meetings throughout the installation period.
 - Schedule and manage all subcontractors and related work.
 - Provide the Customer a single point of contact and responsibility of all work related to the project.
 - Investigate and resolve design, construction, and field issues as they arise during the project
 - Coordinate on-site work, and schedule accordingly with Customer.
 - Perform progress inspections throughout the installation period. Provide the Customer and Subcontractor with results of findings.
 - Identify any existing Customer equipment that is found during implementation of the work not to be functioning properly, and notify in writing to Customer.
 - Provide regular status reports to the Customer.
 - When appropriate, initiate a thorough inspection of the work with the Customer and Subcontractor to obtain substantial completion.
 - Check, test, and start-up each item of equipment.
 - Perform a point-by-point hardware commissioning of the Chevron ES installed energy management system. Identify any EMS items that are not functioning properly, and include on the punch list.
 - Identify any existing Customer equipment that is found during EMS commissioning not to be functioning properly, and notify in writing to Customer.

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- Perform a complete software/programming commissioning of the energy management system. Identify any EMS items that are not programmed per specification, and include on the punch list.
- With the Customer and Subcontractor, perform final inspection of the Work.
- Review subcontractor invoices and authorize payment as appropriate.
- Obtain/prepare final as-built documentation for the project, and deliver to the Customer. Documentation shall include O&M manuals as appropriate, warranty information, and as-built drawings and related information.
- Obtain a certificate of final completion, signed by the Customer, Subcontractor, and Chevron ES.

3. Customer's Responsibilities During Construction Phase.

- (a) Customer shall designate a single-point representative authorized to act on Customer's behalf with respect to Project construction and/or equipment installation. Customer may from time to time change the designated representative and shall provide notice to Chevron ES of such change. Any independent review of the construction shall be undertaken at Customer's sole expense, and it shall be performed in a timely manner so as to not unreasonably delay the orderly progress of Chevron ES' Work. Any independent review of the construction by Customer shall not relieve Chevron ES of any of its obligations or responsibilities hereunder.
- (b) Customer shall provide a temporary staging area for Chevron ES, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed.
- (c) Customer shall remain responsible for the maintenance of the portion of the Project Location that is not directly affected by Chevron ES' Work. Customer shall keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of Customer.
- (d) Customer shall be solely responsible for obtaining any required environmental clearance from and any special permits required by any federal, state, and local jurisdictions prior to scheduled construction start date.
- (e) Customer shall be responsible for the preparation of the designated Project Location site for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities.
- (f) Customer shall be solely responsible for the removal of any Hazardous Substances either known to Customer prior to the commencement of the Work or encountered by Chevron ES during the construction of the Project, if necessary in order for the Work to progress safely, that was not knowingly released or brought to the site by Chevron ES. Chevron ES will respond to the discovery of Hazardous Substances at or around the Project Location during the course of Chevron ES' construction in accordance with Section 6, "Hazardous Substances", below.
- (g) Customer shall coordinate the Work to be performed by Chevron ES with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that Chevron ES will coordinate the Interconnection Facilities work, if any, that will be performed by the local utility.
- (h) Customer shall allow Chevron ES and its Subcontractors access to and reasonable use of necessary quantities of Customer's water and other utilities, including electrical power, as needed for the construction of the Work, at no extra cost to Chevron ES.
- (i) Customer will provide Chevron ES and/or its Subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to Chevron ES, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.
- (j) The Customer shall also do the following:
 - Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of work.
 - When appropriate, participate in the job inspection walk-through with Chevron ES and the subcontractor to determine Substantial Completion or beneficial use of major equipment. Sign the Certificate of Substantial Completion, as appropriate.
 - Perform a final walk-through of the project. Upon receipt of the O&M Manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
 - The Customer is encouraged to provide a staff member(s) (HVAC technician, etc.) to accompany Chevron ES during the EMS Commissioning. This is an excellent opportunity to learn in-depth the operation and installation of the EMS.
 - Provide knowledgeable staff to participate in the training programs, which will be scheduled in advance for proper coordination.
 - Upon the completion of the entire Scope of Work as listed in Attachment D, including training, and close-out documents, sign a Certificate of Final Completion for Entire Implementation Project.

5. Changes During Construction.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work shall be authorized by a written Change Order signed by both Customer and Chevron ES. The Change Order shall state the change and/or modification to the Scope of Work, any additional compensation to be paid, or extension of Time, if needed, to Chevron ES to perform such change and/or modification. Chevron ES may, at its election, suspend performance of that portion of the Work affected by any proposed Change Order until an agreement has been reached with the Customer regarding the Change Order. Chevron ES will use its reasonable

efforts to continue other portions of the Work not affected or impacted by such proposed Change Order until such time as the Change Order is resolved. In addition, if Customer requests a proposal from Chevron ES for a change to the Scope of Work and Customer subsequently elects to not proceed with such change, Customer agrees that a Change Order shall be issued to reimburse Chevron ES for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by the Customer.

- (b) Change Orders Requiring Additional Compensation. If during construction Customer requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, as defined in Article 1 above, Customer shall be responsible for payment of the extra costs caused by such modifications and/or changes and Chevron ES shall be entitled to additional compensation for the following reasons, that include, but are not limited to: (1) Customer requests changes and/or modifications to the Project Scope of Work during the construction phase of the Project; (2) Customer caused delays during Chevron ES' construction work; (3) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (4) discovery of Hazardous Substances at or impacting the Project Location; (5) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any governmental authority having jurisdiction over the project; (6) damage to any equipment or other Work installed by Chevron ES caused by the act or omission of Customer, its agents or employees; (7) changes and/or modifications to Scope of Work ordered by any governmental authority having jurisdiction over the Project; and (8) any other condition that would not reasonably have been anticipated by Chevron ES that modifies and/or changes the Scope of Work agreed upon in the Scope of Work that increases the agreed upon Contract Amount identified in the Scope of Work.
- (c) Change Orders Requiring Additional Time / Excusable Delays. If during construction Customer requests changes and/or modifications to the Work identified in the Scope of Work and/or there are Material Changed Conditions, as defined in Article 1 above, the parties agree that a reasonable extension of Time to the Project Schedule may be necessary to perform such modifications and/or changes. In addition, if Chevron ES is delayed at any time in the progress of the Work for any reason beyond its control, including, but not limited to, any of the following (each defined as an "Excusable Delay"): (1) by an act or failure to act of, or other delay caused by, Customer or its agents or employees; (2) by failures of any governmental authorities to make timely inspection of the Work or by unanticipated efforts necessary to secure governmental approvals for the Project; (3) by delays resulting from the securing of permits for the Work; (4) delays caused by changes and/or modifications to the Scope of Work as required by any governmental authority having jurisdiction over the project; (5) by labor disputes, fire, vandalism, delay in manufacturing and deliveries; (6) by adverse weather conditions not reasonably anticipated; (7) by unforeseen site conditions, including discovery or existence of Hazardous Substances; (8) by unavoidable casualties or other causes beyond Chevron ES' control; (9) by delays caused by processing Change Orders requested by or agreed to by Customer, or resulting from the implementation of any Change Order; or (10) by delay caused by pending arbitration, then the targeted milestone dates set forth in the Project Schedule shall be reasonably extended by a Change Order, executed by both Customer and Chevron ES. Prior to the extension of such milestone dates, Chevron ES will use reasonable efforts to make up such delays, including authorizing overtime payments (provided that Customer has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith).
- (d) Material Changed Conditions/ Conditions Beyond Chevron ES' Control. Chevron ES will provide written notice to Customer of any Material Changed Condition and or any Force Majeure event, as such terms are defined in Article 1 above, within seven (7) business days of Chevron ES' first discovery of such Material Changed Condition. In the event that Chevron ES' notice concerns unanticipated subsurface conditions, including soil conditions, or Hazardous Substances, Chevron ES will not disturb the condition until said notice has been given to Customer, and Customer has had a reasonable opportunity to investigate the condition. If there is a disagreement between Customer and Chevron ES as to whether a Change Order should be issued and executed because of the Material Changed Condition and/or condition beyond Chevron ES' control, those disputes shall be resolved in accordance with the provisions of Section 16, "Dispute Resolution", of Attachment A of the Contract. Pending the resolution of any dispute between Chevron ES and Customer concerning a Material Changed Condition and/or change beyond Chevron ES' control, Chevron ES reserves the right to suspend Work pending the resolution of the dispute, provided however, that Chevron ES may in its sole discretion continue its Work which is not subject to dispute, but shall have no obligation to do so.
5. Minor Changes to Scope of Work. Chevron ES shall have authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the final Construction Documents, as amended by Change Order, without prior notice to Customer. Chevron ES will either promptly inform Customer, in writing, of any minor changes made during the implementation of the Project, or make available to Customer at the site a set of as-built drawings that will be kept current to show those minor changes.
6. Hazardous Substances. Chevron ES will promptly provide written notice to Customer if Chevron ES observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. Chevron ES shall have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of any work unless otherwise specified in the Scope of Work. Customer shall be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. Customer shall be responsible for complying with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection shall execute all generator manifests with respect thereto. Chevron ES shall comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, Customer shall provide Chevron ES, within ten (10) business days of the execution of this Contract, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Work area, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, no conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are no unsafe working conditions at the Facilities.

Customer shall indemnify, defend, and hold Chevron ES harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and reasonable attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs, costs associated with delay or work stoppage, and third party claims (hereinafter "Liability"), that in any way result from or arise under from such Customer owned or generated hazardous materials and substances, except for liabilities due to Chevron ES', or its subcontractors, agents representatives, and employees', negligent or willful misconduct in handling, disturbance, or release of Hazardous Materials or Substances. This indemnification shall survive any termination of this Contract.

7. **Pre-Existing Conditions.** Certain pre-existing conditions may be present within the Customer's facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of Chevron ES' Work, (iii) may cause Chevron ES' completed Work to be non-compliant with applicable codes, (iv) may prevent the Customer from realizing the full benefits of Chevron ES' Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of Chevron ES' Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, Chevron ES shall not be responsible for repairing such pre-existing conditions unless such is expressly provided for in the Scope of Work or an approved change thereto. Chevron ES, in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a change order with the Customer for additional compensation and, if appropriate, an extension of time. Examples of pre-existing conditions include, but are not limited to, the following:

- With respect to lighting equipment maintenance and/or lamp and ballast retrofit work, the Customer shall be responsible for properly grounding lighting fixtures before Chevron ES commences work in compliance with applicable codes.
- With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, the Customer shall be responsible for providing an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest National Electrical Code ("NEC"). Chevron ES' Scope of Work shall include properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
- Where Chevron ES' Scope of Work includes pulling new wiring for lighting fixtures from an existing lighting panel, a grounding conductor shall be included in the lighting circuits. The Customer is responsible for providing an existing or new grounding conductor terminal bar at the lighting panel that is properly connected to the facility grounding electrode system in compliance with the latest NEC.
- With respect to Chevron ES projects with new equipment connecting to the facility's existing electrical distribution system, Chevron ES shall not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The Customer is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and Guidelines.
- Chevron ES is not responsible for repairing or replacing existing damaged, blocked, or leaky ductwork, or cleaning dirt or mildew.
- Chevron ES shall not be responsible for existing damaged pipes, valves, and related parts and components due to a lack of water treatment.
- Existing pneumatic control systems that remain in place shall be properly maintained (use of air dryer, clean filter, etc.) by the Customer such that oil or moisture does not reach the control and operating devices.
- Unless specifically included in the Scope of Work, existing valves, dampers, linkages, and piping specialties to which new controls/building automation system are being connected are to be in proper functioning condition. If existing device is found to be improperly functioning, Customer may repair or compensate Chevron ES for repair / replacement of the device.

ARTICLE 5. PROJECT COMPLETION.

1. **Substantial Completion / Reduction of Retention:** At the time the Work is Substantially Complete in conformance with the Scope of Work and Construction Documents, Chevron ES will supply to Customer a written Certificate of Substantial Completion. Customer shall within ten (10) business days of receipt of the Certificate of Substantial Completion, review the Work for the sole purpose of determining that it is substantially complete and in substantial conformance with the Scope of Work, final Construction Documents and any Change Orders, and sign and return the Certificate of Substantial Completion to Chevron ES acknowledging and agreeing: (1) that the Work is substantially complete in accordance with the Contract Documents so Customer can occupy or utilize the Work for its intended use; (2) the date of such Substantial Completion; (3) that from the date of Substantial Completion Customer will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of the Work. Customer agrees that approval of the Certificate of Substantial Completion shall not be unreasonably withheld. Title to any and all of the materials and equipment installed shall pass from Chevron ES to Customer upon the date of Substantial Completion. At such time, the retention withheld by Customer shall be reduced to five (5%) percent.
2. **Final Completion:** When Chevron ES considers the Work to be fully complete in accordance with the Scope of Work, Chevron ES will notify the Customer that the Work is fully complete and ready for final inspection. The Customer shall inspect the Work to verify the status of Final Completion within ten (10) business days after its receipt of Chevron ES' certification that the Work is Complete. If Customer does not verify the Final Completion of the Work with this period, the Work shall be deemed fully completed. If Customer determines that any Work is incomplete and/or defective, the Customer shall promptly notify Chevron ES in writing of such incomplete and/or defective work, itemizing and describing such remaining items with reasonable particularity. Chevron ES will, in a reasonable amount of time, complete any incomplete items or remedy defective items after which Chevron ES shall provide written notice to the

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Customer that the Work is fully complete. Customer shall re-inspect all work completed or remedied by Chevron ES within ten (10) business days of Chevron ES' notice of completion from Chevron ES that the Work is complete. If the Customer does not re-inspect the Work within the ten (10) business day period, the Work shall be deemed fully complete. When the Customer agrees that the Work is fully completed in accordance with the Scope of Work and Contract Documents, Customer shall give Chevron ES written notice of acceptance of the Work and Final Completion and will issue a Final Completion Certificate to Chevron ES. At that time, Customer shall pay Chevron ES any remaining Contract Amount due and any outstanding retainage being withheld by the Customer.

ATTACHMENT C
CUSTOMER'S FACILITIES & EXISTING EQUIPMENT

The following Customer Facilities are included under the Scope of Work as listed below:

Facility	Location	Square Feet
Parking Lot 16	Lower Campus	

ATTACHMENT D SCOPE OF WORK

Energy Conservation Measures (ECMs) to be implemented

ECM #	Description
PV1	Solar PV Parking Shade Structure

Chevron Energy Solutions will design, supply, install, and commission a fully integrated and operational solar photovoltaic (PV) system. The proposed location of the PV system will be Parking Lot 16 on the Lower Campus just east of Mojave Fish Hatchery Road, across from the Gym. We have analyzed this parking lot to determine the available area and have determined that there is sufficient space to situate a 180 kW DC PV shade structure.

The scope of work provided shall include securing approvals from governing agencies (DSA), all labor, taxes, services, and equipment necessary to produce a fully operational Solar PV power system for use by Victor Valley College.

1.1 Design, Engineering

Chevron ES shall design a PV system appropriate for this described parking lot, taking into consideration, but not limited to, the electrical demand and load patterns, SCE interconnection requirements, proposed installation site, available solar resource, applicable zoning ordinances and codes, and other relevant factors.

Chevron ES shall provide design documents and plans, including:

- ☐ System description & design
- ☐ Structural system design and drawings, to support the 180 kW PV panels
- ☐ Engineered drawings
- ☐ Equipment layout and details
- ☐ Installation of steel structures
- ☐ Installation of column impact restraints
- ☐ Site clean up, all asphalt patch back
- ☐ Final design
- ☐ Project schedule
- ☐ Schedule of values
- ☐ Selection of key equipment
- ☐ Design standards, codes and compliance
- ☐ Design calculations
- ☐ Specifications for equipment procurement and facility installation
- ☐ Performance of equipment components and subsystems
- ☐ Electrical grid interconnection requirements
- ☐ Third party performance monitoring
- ☐ Structural Integrity of the parking structures
- ☐ Installation, start-up, commissioning.

Chevron ES, along with Victor Valley College personnel, shall evaluate and determine a suitable location that will house the PV inverter equipment and its related components that will meet the following criteria:

- ☐ Reliable service with no negative impact to College electrical system or facility operations
- ☐ Ease of maintenance and monitoring
- ☐ Efficient operation
- ☐ Low operating losses
- ☐ Secured location

Chevron ES shall provide design documents to DSA for review and approval. Chevron ES shall secure and obtain from governing agencies and the utility company all required rights, permits, (and modifications, if any) approvals, rights to install, and utility interconnection agreements for installation, and operation of the project. The plans shall be in electronic format using AutoCAD 2000 or higher. Specifications and schedules shall be submitted in electronic format using MS Office 2000. Victor Valley College, at no added cost, will become the signatory on applications, permits, and utility agreements only where it is indicated that the owner be the signatory.

1.2 PV Panels, Inverters, Balance of Plant Components

Chevron ES shall provide a complete and operational PV system. All PV systems must meet the minimum technical specifications as required by the NEC. Chevron ES shall utilize crystalline solar modules and inverters that are on the California Energy Commission's (CEC) list of eligible equipment.

1.3 Shade Structure

The structure will be a single pole double cantilever shade structure, fabricated out of tubular steel, painted to specification. At each column base will be a concrete impact abutment to protect the solar array from auto impact.

1.4 Installation

Chevron ES shall supply all equipment, materials, and labor necessary to install the PV system and integrate it with the electrical grid. Guidelines for staging the installation will be closely coordinated with the College.

1.5 Electrical Interconnection

Chevron ES shall supply and install all required materials and equipment and perform all work as necessary to design, build and facilitate the interconnection of the PV system to the College's electrical system, and with SCE's local distribution system. Chevron ES's scope shall include providing all applications, studies, engineering, submittals, equipment, labor, materials, commissioning and testing necessary to complete the interconnection, and reach an interconnection agreement and approval to physically interconnect with SCE for the new generation.

PV systems shall be configured to allow easy assessment of individual strings or combinations of strings, to help identify and isolate problem areas.

1.6 Startup and Acceptance Test

Chevron ES shall provide services related to startup and commissioning of the PV system. Chevron ES shall provide recommended testing protocols and conditions for review and approval by the College. During startup, College staff shall observe the system's performance.

1.7 Operation and Maintenance (O&M) Manual, and As-Built Drawings

Chevron ES shall provide six (6) sets of site-specific operation, maintenance, and parts manuals for the PV system and modifications to any existing facility or feature therein. The manuals shall cover all components, options, and accessories supplied. They shall include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment. Suggested maintenance schedules shall be provided.

Chevron ES shall also provide six (6) sets of as-built drawings. These documents are to be delivered within 60 days of the acceptance of the installed equipment.

1.8 Monitoring

Monitoring of solar power output is a critical component of any successful program. Chevron ES shall provide a monitoring system that will allow College staff to monitor the performance of the system in historical and real-time, for a minimum of five years. The regularly collected data should reflect the following: system performance based on solar and system availability, average and accumulated output.

A Utility grade revenue meter shall be provided.

1.9 On-site training

At the completion of the startup and acceptance test, Chevron ES shall train College personnel in all aspects of routine operation, maintenance and safety of the PV system, as well as the monitoring system.

2.0 Warranties

At the time of contract completion, Chevron ES shall provide the following minimum warranties:

- ☐ 1 year installation warranty
- ☐ Any additional manufacturer warranties on PV system components

Overall Project Scope Clarifications:

- ☐ Any improvements needed to the parking lot are not included by Chevron ES.
- ☐ Chevron ES has assumed project construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions.

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- ☐ Chevron ES to provide temporary utilities (construction trailer, phones, copying, etc.) The college will pay actual cost of utilities used to end of construction.
- ☐ Chevron ES assumes that the facilities are compliant to all relevant building codes. No allowances have been made to bring existing systems up to code. All newly installed systems will be code compliant.
- ☐ No allowance has been made for structural upgrades to existing structures, except as noted.
- ☐ The College is to provide a means of communication for the PV system (i.e. phone line, TCP/IP, or wireless).
- ☐ Work will be performed during normal work hours; no overtime hours are included in this proposal.
- ☐ Chevron ES is not responsible for delays to work by the utility companies or the College.
- ☐ The College will provide assistance with equipment shutdowns and startups required for implementation of this Scope of Work, at no charge, including stopping and restarting existing equipment by the College.
- ☐ The College will provide access to the facilities, laydown areas at the work sites, and a reasonable number of parking spaces for Chevron ES and Chevron ES's subcontractor vehicles in parking lots at the respective facilities.
- ☐ No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the scope of work. When such items are discovered we will immediately notify the College representative.
- ☐ The College is responsible for all permit fees and obtaining approval by the Division of the State Architect and other Authority Having Jurisdiction (AHJ).
- ☐ The College is responsible for any third party inspector required by the Division of the State Architect.

**ATTACHMENT E
PROJECT SCHEDULE**

After contract execution, Chevron ES will develop, with input from the College staff, a master Microsoft® Project schedule. The project team will establish a weekly construction meeting at which time the work of the previous week will be reviewed, and a two week look ahead will be coordinated. The Microsoft Project schedule will be updated on a monthly basis. At this time, Chevron ES estimates that after contract execution, the issuing of subcontractor contracts, design/engineering, mobilization, construction, and commissioning will take 7 months.

ATTACHMENT F
PROGRESS PAYMENT SCHEDULE

A Schedule of Values, AIA form G 703 (SOV) will be provided after contract execution. This SOV will include a breakout of the total cost by billable details within each Energy Conservation Measure (ECM) as detailed in Attachment D, Scope of Work. All Applications for Payment will be submitted to Director of Facilities & Construction. Applications for Payment will utilize AIA Forms G 702 and G 703 unless Customer prefers something different. Upon Customer approval payments are to be made within thirty (30) days of receipt of approved invoice.

The fee for the Comprehensive Energy Analysis Report plus a Mobilization Fee will be invoiced to the Customer upon both parties signing the Energy Services Contract and due and payable as detailed in Contract Attachment A.

Comprehensive Energy Analysis Fee	\$ 0
Mobilization Fee- 20%	\$ 382,563
Remaining Implementation Cost	<u>\$ 1,530,250</u>
Contract Amount	\$ 1,912,813

ATTACHMENT G
STANDARDS OF OCCUPANCY & CONTROL

Not Applicable
Intentionally Left Blank

ATTACHMENT H
ENERGY MANAGEMENT AND GUARANTEE SERVICES

Not Applicable
Intentionally Left Blank

**ATTACHMENT I
GUARANTEED SAVINGS**

Not Applicable
Intentionally Left Blank

ATTACHMENT J
ADDITIONAL ON-GOING SCOPE OF WORK

Not Applicable
Intentionally Left Blank

ATTACHMENT K FINANCIAL PROFORMA

Financial Aspects of Performance Based Energy Program (With Wind Energy Savings Factored In)

Implementation Cost	\$1,912,813
CEA Fee	\$0
Total Project Fee	\$1,912,813
Rebates, Incentives & Grants	\$0
Construction Period Savings	\$0
Client Buydown	\$0
Cash Contribution to Project	\$0
Financed amount of Project	\$1,912,813
Construction Period Interest	\$52,196
Financing Fees	\$0
Total Financing Costs during Construction	\$52,196
Total Amount Financed	\$1,965,009

1	2	3	4	5	6	7	8	9
Year	Solar Energy Savings	Excess Wind Energy Savings	Estimated Solar Incentive	Total Program Savings	Payment to Lessor	Total Program Costs	Net Savings	Cumulative Savings
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$49,207	\$0	\$107,098	\$156,305	\$158,709	\$158,709	(\$2,404)	(\$2,404)
2	\$51,175	\$57,344	\$106,241	\$214,760	\$210,653	\$210,653	\$4,107	\$1,703
3	\$53,222	\$57,659	\$105,391	\$216,272	\$211,850	\$211,850	\$4,422	\$6,126
4	\$55,351	\$57,984	\$104,548	\$217,883	\$213,136	\$213,136	\$4,747	\$10,873
5	\$57,565	\$58,319	\$103,712	\$219,596	\$214,513	\$214,513	\$5,083	\$15,956
6	\$59,868	\$58,664	\$0	\$118,532	\$113,104	\$113,104	\$5,428	\$21,384
7	\$62,263	\$59,019	\$0	\$121,282	\$115,499	\$115,499	\$5,783	\$27,167
8	\$64,754	\$59,385	\$0	\$124,139	\$117,990	\$117,990	\$6,149	\$33,316
9	\$67,344	\$59,762	\$0	\$127,106	\$120,580	\$120,580	\$6,526	\$39,842
10	\$70,038	\$60,150	\$0	\$130,188	\$123,274	\$123,274	\$6,914	\$46,756
11	\$72,840	\$60,550	\$0	\$133,390	\$126,076	\$126,076	\$7,314	\$54,070
12	\$75,754	\$46,832	\$0	\$122,586	\$128,990	\$128,990	(\$6,404)	\$47,666
13	\$78,784	\$46,832	\$0	\$125,616	\$132,020	\$132,020	(\$6,404)	\$41,262
14	\$81,935	\$46,832	\$0	\$128,767	\$135,171	\$135,171	(\$6,404)	\$34,858
15	\$85,212	\$46,832	\$0	\$132,044	\$138,448	\$138,448	(\$6,404)	\$28,454
16	\$88,620	\$46,832	\$0	\$135,452	\$141,856	\$141,856	(\$6,404)	\$22,050
17	\$92,165	\$46,832	\$0	\$138,997	\$145,401	\$145,401	(\$6,404)	\$15,646
18	\$95,852	\$46,832	\$0	\$142,684	\$149,088	\$149,088	(\$6,404)	\$9,242
19	\$99,686	\$46,832	\$0	\$146,518	\$152,000	\$152,000	(\$5,482)	\$3,760
20	\$103,673	\$162,250	\$0	\$265,923	\$54,633	\$54,633	\$211,290	\$215,050
21	\$107,820	\$0	\$0	\$107,820	\$0	\$0	\$107,820	\$322,870
22	\$112,133	\$0	\$0	\$112,133	\$0	\$0	\$112,133	\$435,003
23	\$116,618	\$0	\$0	\$116,618	\$0	\$0	\$116,618	\$551,621
24	\$121,283	\$0	\$0	\$121,283	\$0	\$0	\$121,283	\$672,904
25	\$126,134	\$0	\$0	\$126,134	\$0	\$0	\$126,134	\$799,038
26	\$131,179	\$0	\$0	\$131,179	\$0	\$0	\$131,179	\$930,217
27	\$136,426	\$0	\$0	\$136,426	\$0	\$0	\$136,426	\$1,066,643
28	\$141,883	\$0	\$0	\$141,883	\$0	\$0	\$141,883	\$1,208,526
29	\$147,558	\$0	\$0	\$147,558	\$0	\$0	\$147,558	\$1,356,084
30	\$153,460	\$0	\$0	\$153,460	\$0	\$0	\$153,460	\$1,509,544
Totals	\$2,759,802	\$1,125,742	\$526,990	\$4,412,535	\$2,902,991	\$2,902,991	\$1,509,544	

Notes By Column:

- (1) Years after implementing retrofit changes
- (2) Energy Savings are escalated by 4% to account for inflation. These energy savings are not guaranteed.
- (3) Energy Savings are escalated by 4% to account for inflation. The excess wind energy savings are based upon a 0.164 capacity factor as measured by 1 year of on-site meteorological data. These energy savings are not guaranteed.
- (4) Estimated Solar Incentive
- (5) Total Program Savings are the sum of Columns (2), (3) and (4)
- (6) Payment to Lessor is based on an annual interest rate of 4.64% and 19.42 year term. Actual rate will be determined at closing.
- (8) Net Savings equals Total Program Savings less Total Program Costs, Columns (5) - (7).

ATTACHMENT L
UTILITYVISIONSM

Not Applicable
Intentionally Left Blank

HUMAN RESOURCES

AUGUST 14, 2007

TOPIC: DISTRICT INITIAL NEGOTIATIONS PROPOSAL FOR AFT CONTRACT

TO THE BOARD OF TRUSTEES:

The initial proposal from the district to AFT-PTFU is presented. At its next board meeting, a public hearing of this initial proposal will be provided for public comments.

Article 6, Evaluation

Article 9, Workload

RECOMMENDATION:

It is recommended that the board take the appropriate action noted above.

REFERENCE FOR AGENDA: NO

General Counsel Approval: YES ___ NO ___ NOT APPLICABLE ___

I recommend the Board of Trustees approve this item



Vice President, Human Resources

Date 7-29-07

I recommend the Board of Trustees approve this item



Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

HUMAN RESOURCES

AUGUST 14, 2007

TOPIC: EMERITUS STATUS

TO THE BOARD OF TRUSTEES:

Emeritus status has been requested and approved for the following academic retiree and the appropriate departments have been notified to take the necessary actions to provide the emeritus status benefits.

Robert G. Kirkham

Fiscal Impact: None

RECOMMENDATION:

Emeritus status is presented as an informational item; no board action is necessary.

REFERENCE FOR AGENDA: NO

General Counsel Approval: YES ___ NO ___ NOT APPLICABLE X


I recommend the Board of Trustees approve this item



Vice President, Human Resources

Date 7-19-07

I recommend the Board of Trustees approve this item



Interim Superintendent/President

Date 8-8-07

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY ___X___